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RE: T of Barnesville

**Forest Planting and Maintenance Agreement
The Commissioners of Barnesville, Maryland**

This Forest Planting and Maintenance Agreement (Agreement), is made this 29th day of August, 2012, by and between Walter M. Prichard, the "Applicant", and the Commissioners of Barnesville, Maryland, the "Town".

Whereas, the Applicant has elected to engage in a regulated activity as defined by The Town's Forest Conservation Ordinance No. 92-1, adopted December 21, 1992, the "Ordinance", on certain property located in the Town, and more particularly described as:

Property Owner: Walter M. Prichard

Property Address: Beallsville Road, Barnesville, Maryland 20838

Deed Reference: 21874/00091

Subdivision Name: Heitmuller Property

Lot No.: 1 and 2

Tax Map No.: CV562

Parcel: Part of Parcel 440

Acres: 10.4 acres

TYP FD SURE	40.00
RECORDING FEE	20.00
TOTAL	60.00
Rest: M005	Rcpt # 68362
LEK RC	Blk # 4732
Feb 20, 2013	01:54 PM

Whereas, pursuant to the provisions of the Ordinance, the Applicant has submitted and the Town has approved a Final Forest Conservation Plan, the "Plan", which is hereby incorporated by reference and made a part of this Agreement, and which provides for the forest retention, reforestation, or afforestation required as a condition of the approval of the Applicant's regulated activity; and

Whereas, the Applicant is prepared to plant and thereafter to maintain, manage, and monitor for a minimum of two full growing seasons, the required reforestation or afforestation in accordance with the Plan, the Town Ordinance, and the terms of the Agreement.

Now, therefore, in consideration of the foregoing and the mutual covenants and agreements hereinafter expressed, the parties hereto agree as follows:

1. Applicant's Planting and Maintenance

- A. Applicant hereby covenants and agrees, at its sole cost and expense, to provide, plant, maintain, manage, and monitor the reforestation and afforestation plantings and to preserve the forest conservation areas as required by the Town Ordinance and the

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LORETTA E. KNIGHT
2013 FEB 20 P 1:56

Plan in a manner which ensures the protection and satisfactory establishment of the planted material, including reinforcement planting if survival rates fall below the standard set forth in the Ordinance. These obligations of the Applicant are collectively referred to as the Work.

- B. Applicant shall complete the planting in a timely manner, in accordance with the Plan, and shall monitor and maintain said plantings for a minimum of two full planting seasons after the date of certification by the Applicant's designated qualified professional, that all required reforestation and afforestation plantings have been installed as required. The two full planting season period may be extended at the Town's discretion in the event replacement plantings are required to ensure the required survival rate.
2. Forest Conservation Areas. The area designated for forest retention, reforestation, or afforestation (the Forest Retention Area) shall be designated on the Final Subdivision Plat recorded among the land records of Montgomery County, the site Subdivision Plan, and the grading permit if on-site or on the appropriate plat off-site. Reference to the Record Plat, the Subdivision Plan or grading permit shall be attached hereto as Exhibit "A".
 3. Professional Services:
 - A. Applicant has retained, at its expense, the services of Benning and Associates, Inc. (hereinafter referred to as Consultant), to perform inspections and prepare the inspection reports and Certificate of Completion required under this agreement. The Applicant has provided to the Town satisfactory evidence of the Consultant's professional qualifications to perform the aforesaid services under Town, State, and local laws.
 - B. Applicant has retained, at its sole expense, the service of Reid Landscaping, Inc. (hereinafter referred to as the Contractor) to perform the Work required under the Agreement. The Applicant has provided to the Town satisfactory evidence of the Contractor's professional qualifications to perform the aforesaid services under the Town, State, and local laws.
 4. Commencement of the Work. The Applicant agrees that all work shall not begin until the following has occurred:
 - A. All agreements have been executed and all Plans have been approved by the Town for the Subdivision or Site and where the Work is to be performed off-site for the Subdivision or Site wherein the Forest Retention Area is located:
 - B. Notice has been provided of the starting date to the Town at:

The Chair of the Planning Commission
 c/o Town Clerk
 P.O. Box 95
 Barnesville, MD 20838

5. **Certificate of Completion.** The Applicant shall provide to the Town with a written certification executed by Applicant's Consultant (Certificate of Completion) when the reforestation and afforestation plantings required by the Plan have been installed and the appropriate protective measures have been put in place for these plantings and for the forest retention areas.
6. **Protection and Maintenance.** After the issuance of the Certificate of Completion, the Applicant shall perform all tasks necessary to maintain and protect the Forest Retention Areas for the duration of this Agreement in accordance with The Town Ordinance, the Plan, and the terms of this Agreement. The protection and maintenance hereunder shall be as delineated in the Plan and shall include, but are not limited to, the following:
 - A. Planting species or approved cultivars native to the physiographic region of the State and compatible with the existing site;
 - B. Watering, fertilizing, mulching, thinning, replacement of damaged or dead planting materials, controlling competing vegetation, and protecting plants from disease, pests, and mechanical injury during the initial planting and throughout the two full growing season maintenance period, as necessary.
 - C. Providing protective devices such as fencing, retaining walls, and interpretive signs as necessary to prevent the destruction or degradation of the planting site.
7. **Inspection:**
 - A. The Applicant shall cause its Consultant to inspect the Forest Retention Area at the beginning and end of each growing season during the term of this Agreement and shall, within 30 days after each inspection, provide the Town an inspection report which identifies particular problems, sets forth the survival rate, and specifies remedial actions necessary to correct existing problems.
 - B. The Town's representative shall inspect the Forest Retention Area to the extent it deems necessary during the period of this Agreement to ensure that the Work is being performed in accordance with the requirements of this Agreement. The Applicant hereby grants to the Town an easement (right) for ingress and egress to, over, and through the Forest Retention Area for the purpose of conducting said inspections.
8. **Long Term Protection Agreement.** In the event that the Applicant elects to satisfy the requirement for long-term protection by providing a legally-binding protective agreement, such as covenants, deed restrictions, or conservation easements, the Applicant shall execute and deliver said agreement to the Town concurrently with the execution of this Agreement for recording among the land records of Montgomery County. Protection agreements in the form of Approved Forest Management Plans or Forest Conservation and Management Agreements approved pursuant to the State of Maryland's Tax Property Article – Section 8-211 shall be filed with the Town simultaneously with the execution of this Agreement.
9. **Indemnification.** The Applicant covenants to indemnify and save the Town harmless from and against any and all claims, actions, damages liability, and expense of any

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nature, including reasonable attorney's fees and the Town's cost of defense, in connection with the loss of life, personal injury and/or damage to or loss of property that arises from the performance of the Work or other activity of the Applicant, Applicant's Consultant, contractors, servants, employees, or other agents of the Applicant in, on or about, or inspecting of the Forest Retention Area or any easements, open space, park land, other property dedicated, leased, or licensed to or owned or occupied by the Town.

10. General Provisions.

- A. This Agreement, the Plan, and the Easement to be recorded among land records constitute the entire agreement between the parties.
- B. Any assignment or pledge of this Agreement must be assented to, in writing, by the Town prior to such assignment or pledge; otherwise, said assignment or pledge shall be invalid.
- C. Failure to comply with the terms of this Agreement or Plan shall subject the Applicant to the enforcement actions/penalties provided in The Town's Forest Conservation Ordinance as now existing or hereinafter amended. And the Town reserves the right to seek injunctive relief for any breach hereof, or to exercise self-help to correct any breach or deficiencies and to seek monetary damages as a result thereof.

In witness whereof, the parties have executed this Agreement under their respective hands and seals as of the day and year first above written.

ATTEST:

James F. Robinson
 James F. Robinson
 Notary Public
 Print Name Montgomery County
 Date: Maryland
 My Commission Expires 8/15/2014
 9/11/12

APPLICANT:

Walter M. Pritchard
 Walter M. Pritchard
 Print Name
 Date: 9/11/12

ATTEST:

Lisa Fedders
 Town Clerk
 Lisa Fedders
 Print Name
 Date: 12/2/12

TOWN:

Luke Fedders
 President
 LUKE FEDDERS
 Print Name
 Date: 12/2/12

I hereby certify that the foregoing document was prepared under my supervision and that I have been duly admitted to practice law by the Court of Appeals of Maryland.

Law Offices of
**CLIFFORD, DEBELIUS, BONIFANT,
FITZPATRICK & HYATT, CHTD.**
316 E. Diamond Avenue
Gaithersburg, MD 20877-3016

OWNER'S CERTIFICATION

The undersigned owner of the property shown hereon, hereby adopt this plan of subdivision. Dedicates Beallsville Road to the Maryland State Highway Administration. Establishes 30' slope easements adjacent to Beallsville Road. Establishes the minimum building restriction lines as prescribed by the Town of Barnesville Zoning Code. Grants a public utility easement, shown hereon as 10' PUE, to those parties named in the document entitled "Declaration of Terms and Provisions of Public Utility Easements" as recorded in Liber 3834 at Folio 457, and further grants a Category I Conservation Easement as shown hereon in accordance with a document entitled, "Conservation Easement Agreement, Category I" as recorded in Liber 13178 at Folio 412 among the Land Records of Montgomery County, Maryland. The owner further dedicates the 10' Pedestrian Easement to the Town of Barnesville. The owners will cause all property corner markers and any other required monumentation to be set by a registered Maryland Land Surveyor.

There are no suits, liens, mortgages, or trusts, affecting the property included in this plat of subdivision, except for a certain deed of trust and the party in interest thereto has hereon indicated its assent.

Witness _____ Date _____ Walter M. Prichard

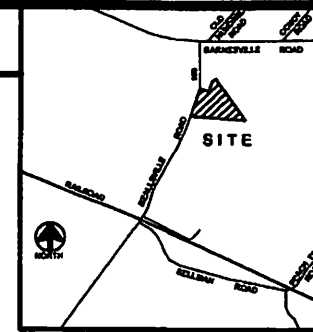
Assent:
Mid Atlantic Farm Credit hereby assents to the plan shown hereon.

Date _____ James D. Aird
Sr. Vice-President

PLAT NO.



SCALE
0' 50' 100'



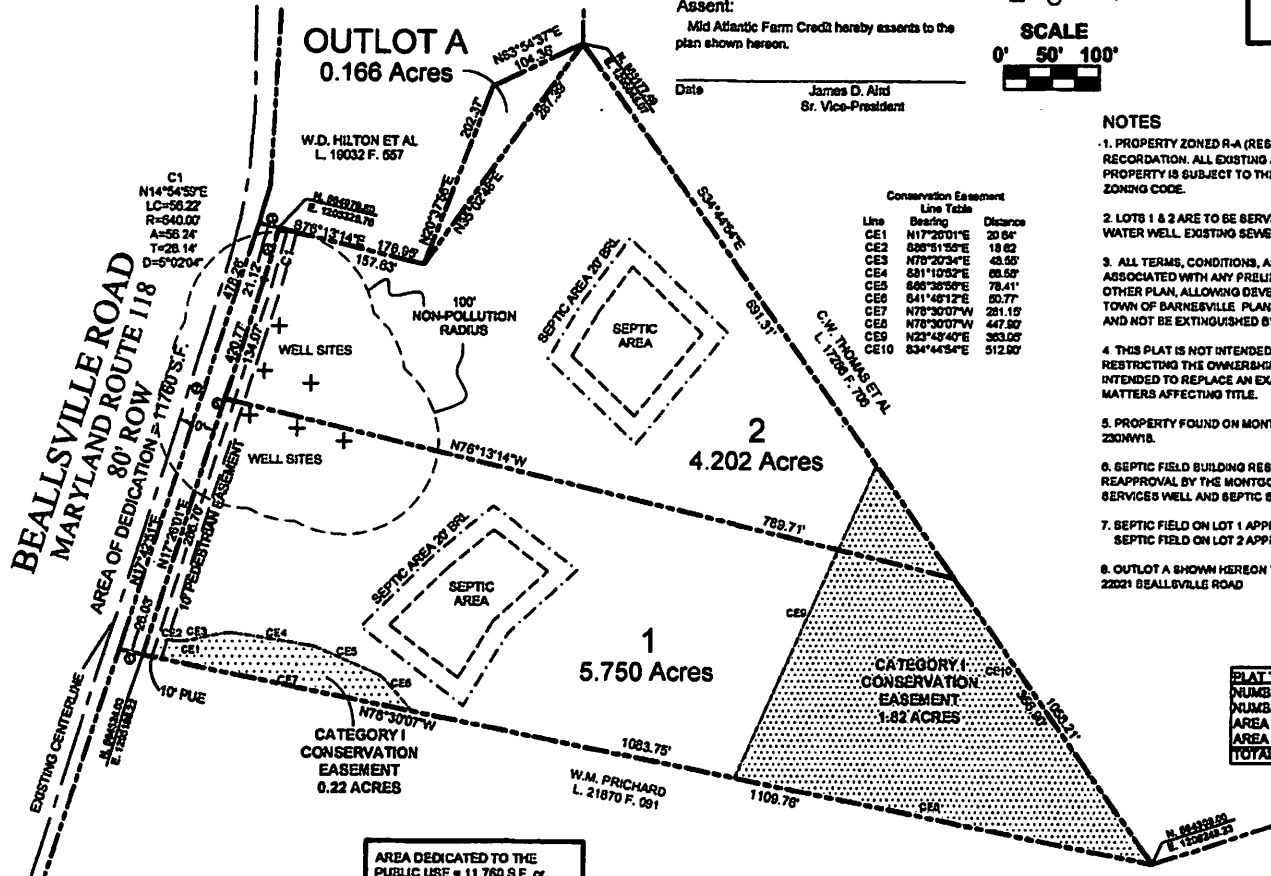
VICINITY MAP

1" = 2000'

NOTES

1. PROPERTY ZONED R-A (RESIDENTIAL - AGRICULTURAL) AT THE DATE OF RECORDATION. ALL EXISTING AND PROPOSED DEVELOPMENT ON THIS PROPERTY IS SUBJECT TO THE STANDARDS UNDER THE TOWN OF BARNESVILLE ZONING CODE.
2. LOTS 1 & 2 ARE TO BE SERVED BY PRIVATE SEPTIC SYSTEM AND PRIVATE WATER WELL. EXISTING SEWER AND WATER CATEGORIES: S-B, W-B.
3. ALL TERMS, CONDITIONS, AGREEMENTS, LIMITATIONS, AND REQUIREMENTS ASSOCIATED WITH ANY PRELIMINARY PLAN, SITE PLAN, PROJECT PLAN, OR OTHER PLAN, ALLOWING DEVELOPMENT OF THIS PROPERTY, APPROVED BY THE TOWN OF BARNESVILLE PLANNING COMMISSION ARE INTENDED TO SURVIVE AND NOT BE EXTINGUISHED BY THE RECORDATION OF THIS PLAT.
4. THIS PLAT IS NOT INTENDED TO SHOW EVERY MATTER AFFECTING OR RESTRICTING THE OWNERSHIP AND USE OF THE PROPERTY. THIS PLAT IS NOT INTENDED TO REPLACE AN EXAMINATION OF TITLE OR TO DEPICT OR NOTE ALL MATTERS AFFECTING TITLE.
5. PROPERTY FOUND ON MONTGOMERY COUNTY TAX MAP CV 562, W-5 S C, GRID 230HW18.
6. SEPTIC FIELD BUILDING RESTRICTION LINE SUBJECT TO CHANGE UPON REAPPROVAL BY THE MONTGOMERY COUNTY DEPARTMENT OF PERMITTING SERVICES WELL AND SEPTIC SECTION.
7. SEPTIC FIELD ON LOT 1 APPROVED FOR 5 BEDROOM HOUSE. SEPTIC FIELD ON LOT 2 APPROVED FOR 6 BEDROOM HOUSE.
8. OUTLOT A SHOWN HEREON TO BE CONVEYED TO THE ADJACENT OWNER AT 22521 BEALLSVILLE ROAD

PLAT TOTALS	
NUMBER OF LOTS	2
NUMBER OF OUTLOTS	1
AREA OF LOTS/OUTLOTS	10.116 ACS
AREA OF DEDICATION	0.270 ACS
TOTAL AREA SHOWN ON PLAT	10.386 ACS



AREA DEDICATED TO THE PUBLIC USE = 11,760 S.F. or 0.270 AC	
1	N76°30'07"W 78.30'
2	N17°42'51"E 478.28'
3	N76°13'14"W 21.12'
4	R=840.00', A=56.24', D=3°02'04"
5	ChD = 814°04'39"W - 58.22'
6	S17°25'01"W 420.77'
SHOWN THUS:	

SURVEYOR'S CERTIFICATION

I hereby certify that the plat shown hereon is correct; that it is a subdivision of part of the land described in a deed from Charles H. Boehne, Personal Representative of the Estate of Theodore L. Helms, Deceased, Administration No. 590-01 in the Superior Court of the District of Columbia Probate Division, as filed in the office of the Register of Wills for Montgomery County, Maryland, in Estate No. W34848 to Walter M. Prichard dated March 12, 2002, and recorded in Liber 21874 at Folio 091 among the land records of Montgomery County, Maryland. The total area included on this plat is 10.386 acres of land, of which 11,760 square feet is dedication to the public use.

Thomas A. Maddox -
Registered Professional Land Surveyor
MD #10850 - Expires 4/03/2014

Date _____

SUBDIVISION RECORD PLAT LOTS 1, 2 & OUTLOT A BARNESVILLE

MONTGOMERY COUNTY, MARYLAND
TOWN OF BARNESVILLE
ELECTION DISTRICT 11
SCALE 1" = 100' MARCH 2012

THOMAS A. MADDOX
PROFESSIONAL LAND SURVEYOR
8933 SHADY GROVE COURT
CAITHERSBURG, MARYLAND 20877
(301) 984-5804

300123PLAT

EXHIBIT - A

LEK 46128

1121

State of Maryland Land Instrument Intake Sheet

☐ Baltimore City ☒ County, Montgomery

Information provided is for the use of the Clerk's Office, State Department of Assessments and Taxation, and County Finance Office Only.
(Type or Print in Black Ink Only—All Copies Must Be Legible)

1	Type(s) of Instruments	☐ Check Box if addendum Intake Form is Attached.)						
		Deed	Deed of Trust	Mortgage Lease	Other ☒ Other _____			
2	Conveyance Type Check Box	Improved Sale Arms-Length [1]	Unimproved Sale Arms-Length [2]	Multiple Accounts Arms-Length [3]	Not an Arms-Length Sale [9]			
3	Tax Exemptions (if applicable) Cite or Explain Authority	Recordation						
		State Transfer						
		County Transfer						
4	Consideration and Tax Calculations	Consideration Amount		Finance Office Use Only Transfer and Recordation Tax Consideration				
		Purchase Price/Consideration	\$ 0.00	Transfer Tax Consideration	\$			
		Any New Mortgage	\$	X () % =	\$			
		Balance of Existing Mortgage	\$	Less Exemption Amount	\$			
		Other:	\$	Total Transfer Tax	\$			
		Other:	\$	Recordation Tax Consideration	\$			
		Full Cash Value:	\$	X () per \$500 =	\$			
		TOTAL DUE		\$				
5	Fees	Amount of Fees		Doc. 1	Doc. 2	Agent:		
		Recording Charge	\$ 20.00	\$	\$	Tax Bill:		
		Surcharge	\$ 40.00	\$	\$	C.B. Credit:		
		State Recordation Tax	\$	\$	\$	Ag. Tax/Other:		
		State Transfer Tax	\$	\$	\$			
		County Transfer Tax	\$	\$	\$			
		Other	\$	\$	\$			
		Other	\$	\$	\$			
6	Description of Property SDAT requires submission of all applicable information. A maximum of 40 characters will be indexed in accordance with the priority cited in Real Property Article Section 3-104(g)(3)(i).	District	Property Tax ID No. (1)	Grantor Liber/Folio	Map	Parcel No.	Var. LOG	
		11	921616	21874@00091	CV562	Part of P440	(5)	
		Subdivision Name		Lot (3a)	Block (3b)	Sect/AR (3c)	Plat Ref.	SqFt/Acreage (4)
		Location/Address of Property Being Conveyed (2)						
		Beallsville Road, Barnesville, MD 20838						
		Other Property Identifiers (if applicable)					Water Meter Account No.	
		Residential ☒ or Non-Residential ☐ Fee Simple ☒ or Ground Rent ☐ Amount:						
		Partial Conveyance? ☐ Yes ☒ No Description/Amt. of SqFt/Acreage Transferred:						
		If Partial Conveyance, List Improvements Conveyed:						
		7	Transferred From	Doc. 1 – Grantor(s) Name(s)		Doc. 2 – Grantor(s) Name(s)		
Walter M. Prichard								
8	Transferred To	Doc. 1 – Owner(s) of Record, if Different from Grantor(s)		Doc. 2 – Owner(s) of Record, if Different from Grantor(s)				
9	Other Names to Be Indexed	Doc. 1 – Additional Names to be Indexed (Optional)		Doc. 2 – Additional Names to be Indexed (Optional)				
10	Contact/Mail Information	Instrument Submitted By or Contact Person					☒ Return to Contact Person	
		Name: James R. Clifford					☐ Hold for Pickup	
		Firm Clifford, Debelius					☐ Return Address Provided	
		Address: 316 E. Diamond Avenue, Gaithersburg, MD 20877						
11	Assessment Information	IMPORTANT: BOTH THE ORIGINAL DEED AND A PHOTOCOPY MUST ACCOMPANY EACH TRANSFER						
		Will the property being conveyed be the grantee's principal residence?						
		Does transfer include personal property? If yes, identify:						
		Was property surveyed? If yes, attach copy of survey (if recorded, no copy required).						
Assessment Use Only – Do Not Write Below This Line								
Terminal Verification		Agricultural Verification		Whole	Part	Tran. Process Verification		
Transfer Number	Date Received:	Deed Reference:		Assigned Property No.:				
Year	20	20	Geo.	Map	Sub	Block		
Land			Zoning	Grid	Plat	Lot		
Buildings			Use	Parcel	Section	Occ. Cd.		
Total			Town Cd.	Ex. St.	Ex. Cd.			
REMARKS:								

MONTGOMERY COUNTY CIRCUIT COURT (Land Records) LEK 46128, p. 0122, MSA_CE63_46085, Date available 02/28/2013, Printed 12/01/2016.

Space Reserved for County Validation