

**FOREST CONSERVATION
LONG TERM PROTECTIVE AGREEMENT¹
PERPETUAL RESTRICTIONS FOR REFORESTED/AFFORESTED AREAS**

This Forest Conservation Long Term Protective Agreement Perpetual Restrictions for Reforested/Afforested Areas, hereinafter referred to as “Agreement” is entered into this _____ day of _____, year _____ by and between _____, hereinafter “Owner”, and the Town of Emmitsburg, a municipal corporation of the State of Maryland, hereinafter “Town”, and is entered into and made pursuant to Town Code Section 16.48.090.B.5. (“Town Code”).

This Agreement constitutes the long-term protective agreement specified by the Town Code, for _____ acres of reforestation/afforestation and forest retention areas, known as “Easement Areas”, at the project as referenced in the Final Forest Conservation Plan, Town file number _____, approved on _____, hereinafter referred to as the “Plan”, and the attached exhibit(s).

Pursuant to Town Code, Code of Maryland Regulations (COMAR) 08.19.05.02 and Section 5-1607 of the Natural Resources Article of the Annotated Code of Maryland, the Owner shall have placed restrictions upon all areas to be afforested or reforested under the Plan, such restrictions to run with the land and be in perpetuity. Such restrictions shall prohibit:

- A. Commercial or recreational activities and cutting of trees on the Easement Area(s), except for:
- passive recreational activities defined as observance of nature, aerobic exercise and sitting, that do not result in the destruction of or harm the viability of the trees in the Easement Area;
 - wildlife management with the approval of the Owner and Town; and
 - forest management and tree maintenance practices pursuant to a forest stewardship plan prepared by a licensed, registered forester, with the approval of the Owner and Town.
- B. No materials may be dumped, placed or stored in the Easement Area(s), including, but not limited to, ashes, sawdust, bark, trash, garbage, rubbish, dredge spoil, chemicals, pesticides, fertilizers, abandoned vehicles, appliances, or machinery.

¹ *The Town is responsible for long-term maintenance of forested areas in dedicated park or other dedicated areas to the Town for public use.

- C. No excavation of materials is permitted in the Easement Area.
- D. No building, facility, means of access or other structure shall be constructed in the Easement Area after the date of this Agreement.
- E. The Easement Area may not be divided or subdivided.

Such use restrictions have been placed on the property with deed restrictions or covenants to run with the land and have been approved by the Town. All future property owners, including but not limited to any homeowners' association, shall receive title to all such areas subject to such restrictions.

This Agreement shall constitute a covenant running with the land, and shall be binding on the Owner, its administrators, executors and other successors in interest.

_____. (*Owner/Agent*) will provide and post permanent signage (at 50% of protective signage numbers) for the Forest Conservation Areas specified on the Plan.

Owner shall maintain access to all such areas of the afforestation or reforestation areas by way of covenants placed on the property, deed restrictions and/or easements. The Town shall be provided with a reasonable access to the areas of afforestation or reforestation for the purpose of inspection, or for purposes of maintenance should the Owner default.

All retained and planted forest shall be protected by restrictions contained on the record plat for the subdivision as approved by the Town, and Liber/Folio for this Agreement shall be noted on the plat. In the case of site plans, this Agreement will be recorded in the land records of Frederick County and the Liber/Folio shall be noted on the Final Site Plan.

Upon any breach of any of the terms of this Agreement, the Town shall have the right to enforce this Agreement in accordance with any or all of the remedies provided in the Town Code, and/or the Annotated Code of Maryland Natural Resources Article, Section 5-1612, and COMAR 08.19.06.03.

Reviewed for Technical Sufficiency:

By: _____
Cathy Willets, Town Manager

Reviewed for Legal Sufficiency:

By: _____
Leslie A. Powell, Town Counsel

Reviewed for Financial Sufficiency:

By: _____
Madeline Shaw, Town Clerk

ATTEST:

MAYOR, TOWN OF EMMITSBURG

By: _____
Cathy Willets, Town Manager

By: _____
Donald N. Briggs, Mayor

ATTEST:

BY: _____ *(Owner/Agent)*

Witness

(Signature)

(Name)

(Address)

