

DO NOT MAKE CHANGES TO THIS FORM

FORESTATION AGREEMENT

THIS FORESTATION AGREEMENT is entered into this _____ day of _____, 20____, by and between _____, Developer, and ANNE ARUNDEL COUNTY, MARYLAND, a body corporate and politic of the State of Maryland (“County”).

WHEREAS, the Developer has filed a site development plan with an application for a building or grading permit, Permit No. _____, or is the owner of a subdivision known as _____; and

WHEREAS, the Developer is required by the Anne Arundel County Code ("Code") to enter into a Forestation Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained in this Agreement, the parties agree as follows:

INSTALLATION AND INSPECTION

1. The Developer has submitted and the County has approved a forest conservation plan, buffer management plan, or bog protection plan (“Plan”), a copy of which is attached as Exhibit A.

2. The Developer is required to complete reforestation, afforestation, or replanting on the Property in accordance with the Plan and the Code.

3. The Developer shall be responsible for the provision, installation, and maintenance of all plant materials required by the Plan and shall be bound by the terms and conditions of the approved Plan and all applicable law and regulations.

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4. The total approved estimated cost of the installed plant materials is \$_____, and a copy of the approved cost estimate is attached as Exhibit B.

5. Within 30 days after installation of all plant materials, the Developer shall notify the County in writing by certified mail, return receipt, that installation has been completed in accordance with the Plan and shall advise the County of any variations from the Plan or differences between the Plan and the final installation. The County will inspect the plant materials.

6. The Developer has paid to the County an inspection fee in the amount of \$_____, which is 7% of the total approved estimated cost of the installed plant materials. Evidence of payment is attached as Exhibit C. The inspection fee will not be decreased even if the actual cost claimed by the Developer is less.

SECURITY

7. All security required by this Agreement shall be in the form of a _____ cash deposit (including a certified or cashier's check), _____ irrevocable letter of credit, or _____ performance and completion bond from a surety acceptable to the County.

8. This Agreement is accompanied by performance and completion security if required by the Code (Exhibit D). The amount of the security is \$_____, which is equal to \$1.20 per square foot in the critical area or, otherwise, equal to the total approved estimated cost of the installed plant materials as set forth in paragraph 4.

9. In addition to the security posted with this Agreement, the Developer agrees to reimburse the County for any and all additional costs incurred to complete, restore, or repair the plantings required by the Plan, including all County administrative costs; independent contractor, consulting

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engineer, or other expert fees; attorneys' fees; and pre-judgment interest at the rate of 6% per year. The Developer further authorizes the County to recover these additional costs by placing a lien on any properties of record owned by the Developer.

10. The County shall retain the security required by this Agreement for a period of two years after installation and acceptance of the plant materials. After the expiration of at least one growing season, the County may reduce by no more than 50% the amount of the security required by this Agreement if the Developer has performed at least 50% of the obligations under this Agreement and the County determines that a partial release will not impair implementation of the Agreement. To request a reduction, the Developer shall file an application with the County; provide justification and any required documentation, including new or additional security if the County so requires; and agree that all other terms and conditions of this Agreement shall remain in full force and effect.

11. If the Developer fails to request in writing a return of the security within 180 days after the expiration of the two-year period that the security is held under the Code and this Agreement, the security shall be forfeited by operation of law to the County's Forest Conservation Fund or to the critical area fund, as determined by the Planning and Zoning Officer.

REMEDIES

12. If the Developer fails to install the required plantings or fails to take appropriate and effective corrective action after written notice by the County or otherwise fails to perform this Agreement in any manner whatsoever, the County may declare the Developer in default and may complete, restore, or repair the plantings required by the Plan, either through its own forces or through a contractor. In addition, the County may take all action and pursue all available remedies,

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whether legal or equitable, provided for by applicable law.

13. No remedy available to the County is exclusive, all remedies shall be cumulative, and the exercise of one remedy by the County shall not preclude the exercise of other remedies at the same time or at different times.

MISCELLANEOUS PROVISIONS

14. The Developer hereby waives all right of appeal on any issue relating to the requirement for the provision, installation, and maintenance of all plant materials required by the Plan and this Agreement.

15. All notices between the parties shall be mailed by first class mail or hand-delivered to the addresses listed below. For purposes of this Agreement, the date of notice to any party at the address listed below shall conclusively constitute notice to that party. If the address of any party changes, the party shall notify all parties to this Agreement in writing.

TO THE COUNTY:

Office of Planning and Zoning
2664 Riva Road, Third floor - MS 6305
Annapolis, Maryland 21401

TO THE DEVELOPER:

16. This document and its attachments, and a Deed of Easement and Agreement dated

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_____, contain the complete and final Agreement between the parties and representations, whether written or oral, not contained in this Agreement shall not be part of this Agreement.

17. The laws of the State of Maryland shall govern this Agreement.

18. This Agreement shall inure to the benefit of and be binding on the parties and their heirs, personal representatives, legal representatives, successors, and assigns.

19. The parties agree that this Agreement constitutes a contract under seal and that they intend the twelve-year statute of limitations period as set forth in Maryland Courts and Judicial Proceedings Code Annotated §5-102 to apply to this Agreement.

20. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be deemed to be an original and all of which taken together shall constitute one and the same document.

21. If a court of competent jurisdiction determines that any provision of this Agreement is invalid, illegal, or incapable of being enforced, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect and the rights and obligations of the parties shall be given effect to the fullest extent possible notwithstanding the determination of invalidity, illegality, or unenforceability.

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WITNESS OR ATTEST:

(Type name of Business)

_____(SEAL)

DEVELOPER

Type Name: _____

Type Title: _____

Date: _____

ANNE ARUNDEL COUNTY, MARYLAND

BY: _____(SEAL)

Larry R. Tom, Planning and Zoning Officer for
John R. Leopold, County Executive

Approved for form and legal sufficiency:

Office of Law

Date