

DO NOT MAKE CHANGES TO THIS FORM

FORESTATION AGREEMENT

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

WHEREAS, Owner is the owner of the real property with a street address of _____, deed reference _____ (the "Property"), and Owner has filed or permitted to be filed an application for subdivision or a site development plan with an application for a building or grading permit or a standard grading plan, Permit No. _____; and

WHEREAS, the Owner 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 Owner or Purchaser has submitted and the County has approved a forest conservation plan, buffer management plan, reforestation plan ("Plan") for the Property, a copy of which is on file at the County Office of Planning and Zoning.
2. The Owner is required to complete reforestation, afforestation, or replanting on the Property in accordance with the Plan and the Code.
3. The Owner 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.
4. The total approved estimated cost of the installed plant materials is \$_____, and a copy of the approved cost estimate is attached as **Exhibit A**.
5. Within 30 days after installation of all plant materials, the Owner 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. Owner hereby grants to the County a right of entry onto the Property for the purpose

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of inspecting the approved installation and verifying compliance with the approved Plan.

6. The Owner 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. The inspection fee will not be decreased even if the actual cost claimed by the Owner 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 . The amount of the security is \$_____, which is equal to \$1.50 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 Owner 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 engineer, or other expert fees; attorneys' fees; and pre-judgment interest at the rate of 6% per year. The Owner further authorizes the County to recover these additional costs by collection pursuant to § 1-9-101 of the County Code.

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 Owner 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 Owner 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 Owner 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

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Officer.

REMEDIES

12. If the Owner 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 Owner 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, whether legal or equitable, provided for by applicable law, including forfeiture of any security and the recovery of any costs incurred by the County pursuant to the provisions of § 1-9-101 of the County Code.

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 parties agree that the obligations of this Agreement will run with the land and bind the current owner of the property only, and that upon conveyance of the Property the obligations of this Agreement shall be assumed by the Grantee and the Owner shall be released without further obligation hereunder.

15. The Owner 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.

16. This document and its attachments 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. If a court of competent jurisdiction determines that any provision of this

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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.

OWNER:

Date

_____(SEAL)

Print Name

OWNER:

Date

_____(SEAL)

Print Name

OWNER:

Date

_____(SEAL)

Print Name

ANNE ARUNDEL COUNTY, MARYLAND

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BY: _____ (SEAL)
JENNY B. DEMPSEY, PLANNING AND
ZONING OFFICER FOR STEUART
PITTMAN, COUNTY EXECUTIVE

REVIEWED FOR FORM AND
LEGAL SUFFICIENCY: