

LANDSCAPE AGREEMENT # _____

Project Name: _____
Project Address: _____
Developer: _____ Phone: _____
Property Owner: _____ Phone: _____

THIS LANDSCAPE AGREEMENT NO. _____ is entered into this ____ day of _____, 2____, by and between _____ (“Property Owner”), _____ (“Developer”), Grantors, and **ANNE ARUNDEL COUNTY, MARYLAND**, a body corporate and politic of the State of Maryland (“Grantee” or “County”).

WHEREAS, Developer has requested that the County issue a certain permit (Permit No. _____) relating to property owned by Property Owner and described in a deed recorded among the land records of Anne Arundel County in Liber ____, Folio ____ and/or as shown on the Plat of _____, recorded in Plat Book ____, Page ____ (“Subject Property”); and

WHEREAS, the Anne Arundel County Code (“Code”) § 17-1-101(25) defines “Developer” as a person who engages in development on a property. As such, the Developer is subject to the requirements of Code §§ 17-6-201 and 17-6-202 relating to landscaping, screening, and buffering in accordance with the Anne Arundel County Landscape Manual (“Manual”); and

WHEREAS, Developer under this Agreement is the (circle one) Owner/Lessee/Consultant of the Subject Property described above; and

WHEREAS, in connection with the permit, Developer has submitted a Landscape Plan, a copy of which is attached as Exhibit A, and cost estimate, as required by Code § 17-6-202 and the Landscape Manual, and the Office of Planning and Zoning has approved the Plan and cost estimate; and

WHEREAS, it is a requirement of the Landscape Manual that the Developer execute a Landscape Agreement as a condition of work under a permit and/or occupancy of property subject to the above referenced permit; and

WHEREAS, the Landscape Manual requires the Developer to furnish a security and a 7%

inspection fee to the County to ensure completion of landscaping and screening requirements; and

WHEREAS, Property Owner has agreed to encumber the Subject Property with, among other things, a covenant that runs with the land that permits access to and entry by the County upon the Subject Property for certain purposes.

NOW, THEREFORE, WITNESSETH: That for and in consideration of the covenants and promises contained in this Landscape Agreement and in order to fulfill the requirements of the Code, the parties to this Landscape Agreement agree as follows:

INSTALLATION AND INSPECTION

1. Property Owner agrees to provide the County with a certificate of title demonstrating good title to the Property.

2. Developer shall be responsible for the provision and installation of all plant and screening materials required by the Landscape Plan and payment of the cost estimate that was approved by the Office of Planning and Zoning.

3. Within one (1) year of the date that the landscape agreement is executed, and within three (3) months of issuance of an occupancy permit for the building, Developer shall install all plant and screening materials, unless the Director of the Anne Arundel County Department of Inspections and Permits (“I&P”), in his/her sole discretion and in order to avoid undue hardship, grants written authorization for work to commence prior to execution of the Landscape Agreement. The Director of I&P may grant one (1) written extension for no more than six (6) months if installation cannot be accomplished within one (1) year because of seasonal planting requirements or construction time frames. Nothing in this Paragraph shall be deemed to restrict the right of the County to withhold issuance of any permit (including one permitting occupancy) pending execution of a valid Landscape Agreement.

5. Immediately after completion of installation of all plant and screening materials, Developer shall request the County to make an initial inspection of the installation or, in the alternative, submit a notarized affidavit from an individual qualified to prepare a landscape plan as per Code §17-6-202 and the Landscape Manual, which verifies that all plant material is in place and in good health. Upon approval by

I & P, up to 50% of that portion of the security that covers the plant material may be released, and the remaining bond shall be retained for one year to ensure replacement of dead or damaged plant material.

6. Within approximately one year after the initial inspection, Developer shall request a final inspection of the installation.

7. 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 B. The inspection fee will not be decreased even if the actual cost claimed by the Developer is less.

SECURITY

8. Contemporaneously with the execution of this Agreement, Developer has provided to the County security for the obligation to provide and install all plant and screening materials required by the approved Landscape Plan. Evidence of payment is attached as Exhibit C. The security is in an amount equal to the amount of the approved cost estimate, as follows (choose one):

(A) cash in the amount of _____; or

(B) certified or cashier's check no. _____ in the amount of \$_____ ; or

(B) an irrevocable letter of credit from a financial institution acceptable to the Controller in the amount of \$_____; or

(C) a performance or completion bond in the amount of \$_____ (from a corporate surety authorized to do business in this State).

9. Upon the request of Developer, or a successor in title, the Planning and Zoning Officer may reduce the security in the manner specified by the Code, or may release the Developer of the security upon receipt of acceptable substitute security from a successor in title to the Developer, in the form specified in Paragraph 8, which security shall become a part of this Landscape Agreement and bind the successor(s) in title to the terms and conditions of this Landscape Agreement.

10. If Property Owner, Developer, or their successors in title, after reasonable notice, fail to correct any violation of the Code, the Landscape Manual, or this Agreement, I & P may perform or cause to be performed the work necessary to correct the violation. The forfeited security may be used to

complete the work and, if the County's cost in completing the work is greater than the amount of the security, the excess cost shall constitute a lien on the property. Nothing in this Landscape Agreement shall be deemed to restrict the County's right to seek Code compliance from any Developer or Property Owner by means of a zoning enforcement action.

MISCELLANEOUS PROVISIONS

11. In addition to the terms of this Landscape Agreement, Property Owner and Developer are bound by all terms and conditions of the Code, the Landscape Manual, this Landscape Agreement, and the approved Landscape Plan. Any failure to comply with all terms and conditions of the Code, Landscape Manual, the approved Landscape Plan, or this Landscape Agreement constitutes a default under this Agreement and shall result in a forfeiture of the security.

12. Developer and Property Owner shall provide access to the Subject Property during the County's normal business hours for inspection by the County or its agents or contractors. Developer and Property Owner agree that the County may enter upon the Subject Property at all reasonable times to inspect, plant, construct, or maintain landscaping and screening or to otherwise ensure compliance with the terms of the Code, the Landscape Manual, this Landscape Agreement, or the approved Landscape Plan.

13. This Landscape Agreement shall inure to the benefit of the parties and their heirs, personal representatives, legal representatives, successors, and assigns, as appropriate.

14. This Landscape Agreement contains the full and final agreement between the parties and no other matter or term, unless in writing and duly executed by the parties, shall be considered as part of this Landscape Agreement.

15. Developer warrants that all property owners or parties affected by or subject to this Landscape Agreement have signed below and have joined in this Agreement.

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

IN WITNESS WHEREOF, the parties to this Landscape Agreement hereunto set their

hands and seals on the date shown above.

WITNESS / ATTEST:

DEVELOPER:

(If different from Property Owner, all OWNERS must also sign below.)

_____ (SEAL)

Printed Name: _____

Printed Title: _____

WITNESS / ATTEST:

OWNER(S):

_____ (SEAL)

Printed Name: _____

Printed Title: _____

_____ (SEAL)

Printed Name: _____

Printed Title: _____

ATTEST:

ANNE ARUNDEL COUNTY, MARYLAND

By: _____ (SEAL)

Jenny B. Dempsey, Planning and Zoning Officer
for Steuart Pittman, County Executive

APPROVED as to form & sufficiency :

Office of Law

Date: _____