

Dorchester County
Planting Plan Maintenance and Management Agreement

This Agreement made this ____ day of _____, 20 ____, by and between _____ (hereinafter referred to as the “Owner”) and The Department of Planning and Zoning of Dorchester County, Maryland (hereinafter referred to as “Department”), witnesseth:

WHEREAS, the Owner is seeking to obtain approval from the Department of a planting plan (hereinafter referred to as “Plan”); and

WHEREAS, a Plan, dated _____, and prepared by _____ has been prepared pursuant to the Dorchester County Zoning Ordinance to provide for the Buffer establishment, Buffer mitigation, afforestation, reforestation, screening, or retention of forest land identified by a subdivision, a building permit, a zoning appeal case, a grading permit, a site plan, a violation with an identification number of _____ and/or located on Tax Map _____, Grid _____, Parcel _____, Lot _____, and being the land conveyed unto the Owner by deed recorded among the Land Records Books of Dorchester County, Maryland in Liber _____, Folio _____; and

WHEREAS, the estimated cost of said Buffer establishment, Buffer mitigation afforestation, reforestation, screening, or retention of forestland is \$ _____.

NOW, THEREFORE, in consideration of the premises and of the covenants hereinafter set out, the parties agree as follows:

1. The Owner shall, within one year of the date of this Agreement per ____ subdivision, ____ grading permit, ____ zoning appeal case, ____ building permit or ____ site plan, ____ violation, identification # _____, complete the plantings and other

improvements on the property called for in the Plan. Only species native to the coastal plain of Maryland may receive credit for required planting unless otherwise permitted by the Department.

2. The Owner hereby agrees to furnish surety to the Department in the form of a ___personal check, ___certified check, ___cashier's check, ___performance bond, or ___letter of credit as guarantee that the terms and conditions of the Plan will be met. The surety shall be 120% of the cost of required plant materials, installation, and maintenance for the term of this Agreement. The Owner shall furnish the Department with the surety instrument in the amount of \$_____ in favor of the Department as obligee thereunder, and conditioned under the faithful performance of this contract and of the terms thereof.
3. The surety will be posted for the full term of this Agreement. Should a default be made by the Owner, an assignee, or a transferee resulting from inactivity within one year after approval of this Agreement or disregardful neglect of maintenance and management responsibilities during the required period, then all monies so deposited or guaranteed shall be retained by the Department for the purpose of completing the required planting. Any balance of funds remaining after completion of this Agreement by the Department shall be forfeited to the Department and deposited in the Critical Area Forest Replacement Fund. Should costs to the Department for the completion of this Agreement exceed the amount of the surety, the Department may assess the additional cost as a lien on the property to be placed on the tax assessment.

4. Satisfactory completion of all improvements and requirements noted herein by the Owner shall entitle the Owner to a release of the surety instrument at the end of the Agreement term. The Department and/or its contractors shall have the right of ingress and egress to the property for the purposes of inspection, planting, maintenance, and other related activities for the term of this Agreement.

5. The Owner hereby agrees to notify the Department or its designated agent **in writing** within 48 hours after planting or replanting the site. Failure to comply with this requirement shall extend the start date of the project until formal notification is received by the Department. **The date of completion of planting and written notice to the Department will serve as the start of the term of this Planting Plan Maintenance and Management Agreement.**

6. Maintenance of the plantings shall include, but not be limited to, watering, weed control, mowing between all rows a minimum of three (3) times during the growing season or when competing weeds reach a height of 16”, mulching, pruning, fertilizing, protection from animals, disease, or pests, staking up fallen plantings, removal and replacement of dead, dying, and diseased plantings, etc.

7. At its discretion, the Department may require, at any time, the use of protective fencing, flagging, or similar markers to identify the location of the plantings to protect them from inadvertent mowing or similar destruction. Initial fencing or flagging required (Y/N):

8. The Owner shall assume responsibility of all plant material care subsequent to planting for a period of _____.
9. Planting survival at the end of _____ must equal or exceed ___50%, ___55%, _____ for bare root seedlings or whips; ___N/A, ___65%, _____ for container grown seedling tubes; or ___75%, ___100% for all other larger stock, representing the original planting, or replanting to the original plan must occur within one year. The Department may conduct regular inspections without notice to the Owner and require replacement of any and all plantings that have failed to thrive. Any replanting that fails to thrive after _____ will be replaced in a manner that will ensure survival.
10. Forest protection signs identifying the landward edge of the required plantings / buffer (check one) shall be installed as follows:

Forest Conservation Act: One sign every one hundred (100) feet under sight distances of four hundred (400) or less, and every one hundred and fifty (150) feet for greater distances. Lots of one (1) acre or less on which plantings are required shall have a minimum of two signs. Attention shall be given to placing signs at boundary corners.

Critical Area Law: One sign per lot or per 200 linear feet of shoreline, whichever is applicable.

Not required.

11. This Plan does not authorize any infringement of Federal, State or local laws or regulations, nor does it obviate the need to obtain required authorization or approvals from other State, Federal or Local agencies as required by law.
12. This Agreement, and the covenants contained herein, shall apply to and bind the Owner's heirs, executors, successors, and assigns, and shall bind all present and subsequent Owners of the property containing the plantings.
13. Until the time of completion of performance of the terms of this contract and the acceptance of the improvements thereof by the Department, the Owner shall be and remain liable for any and all damage occasioned by any neglect, wrongdoing, omission or commission, by any person, corporation, or partnership, arising from the making of said improvements, for the purpose of such improvements and shall save, indemnify, and hold harmless the County from any and all charges, debts, liens, or encumbrances which may arise therefrom or thereby.
14. This Agreement may only be amended by written instrument between the Owner and the Department. The location, species type, and number of plantings may be modified without recorded documentation ONLY with the approval of the Dorchester County Office of Planning and Zoning.

Owner

Dorchester County Planning and Zoning

Owner

CERTIFICATION

I HEREBY CERTIFY that the above instrument was prepared by one of the parties thereto:

BY: _____
Dorchester County Planning and Zoning Department

NOTE TO THE RECORDING OFFICER:

Index GRANTOR, as:

Index GRANTEE, as:

Dorchester County Planning and Zoning

After recording, mail this instrument to:
Dorchester County Planning and Zoning Department
P.O. Box 107
Cambridge, Maryland 21613

For office use only:

Date of planting completion _____

Revised June, 2014