

**CECIL COUNTY DEPARTMENT OF LAND USE AND DEVELOPMENT SERVICES  
DIVISION OF PLANNING AND ZONING**

**AGREEMENT FOR LANDSCAPING AND/OR  
AFFORESTATION/REFORESTATION PROJECTS**

**THIS AGREEMENT**, made this \_\_\_\_\_ day of \_\_\_\_\_, in the year \_\_\_\_\_, by and between \_\_\_\_\_, hereinafter called "Developer" and Cecil County, Maryland, a body corporate and politic of the State of Maryland, hereinafter called "County".

**WHEREAS**, the Developer requests approval of a project identified as \_\_\_\_\_ occurring on Tax Map \_\_\_\_\_, Parcel \_\_\_\_\_, in the \_\_\_ Election District of Cecil County and further located at \_\_\_\_\_; and,

**WHEREAS**, the Cecil County Forest Conservation Regulations and/or the Cecil County Zoning Ordinance require certain landscaping and/or afforestation/reforestation along with said project; and,

**WHEREAS**, the Developer agrees to plant areas according to the specifications and standards provided with the approved planting plan submitted to and approved by the County's agent, at no cost to the County, but with full cost to be borne by the Developer; and,

**WHEREAS**, the Developer agrees that planting shall be completed by \_\_\_\_\_, 20\_\_.

**NOW, THEREFORE**, in consideration of the mutual promises and agreements herein contained, the parties contract and agree as follows:

- (1) That the Developer has provided an Irrevocable Letter of Credit, Performance Bond, or other acceptable financial surety equal to \_\_\_\_\_ (\$ . ) as required in the Cecil County Forest Conservation Regulations and/or the Cecil County Zoning Ordinance (the "Surety").
- (2) Partial release of this financial security may be conducted under the provisions of the Cecil County Forest Conservation Regulations or the Cecil County Zoning Ordinance.
- (3) Final release of monies may only occur following inspection of the landscaping and/or afforestation/reforestation area by the County or its agent, and survival rate is acceptable to the County or its agent under the guidelines of the Cecil County Forest Conservation Regulations and/or the Cecil County Zoning Ordinance.
- (4) Failure by the Developer to complete the landscaping and/or afforestation/reforestation project in the manner set forth in the approved plan or by the approved date shall result in forfeiture of the Surety to the County.

(5) The Developer has made provisions allowing for the County or the County's agent to complete the landscaping and/or afforestation/reforestation on the area shown on the approved plan.

(6) This Agreement shall apply to and bind the Developer and the Developer's successors, heirs, administrators, executors, and assigns.

**IN WITNESS WHEREOF**, the Developer and the County have caused these presents to be signed on the day and year first above written.

WITNESS:

\_\_\_\_\_

Printed Name

DEVELOPER:

\_\_\_\_\_

Printed Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State, Zip Code

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
E-Mail

APPROVED:

\_\_\_\_\_  
By: Stephen J. O'Connor, Director  
Department of Land Use and Development  
Services

Reviewed and accepted for legal sufficiency

\_\_\_\_\_  
Deborah Sniadowski, Deputy County Attorney