



City of Annapolis
Planning & Zoning Department
145 Gorman Street, 3rd Fl
Annapolis, MD 21401-2535

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Deaf, hard of hearing or speech disability - use MD Relay or 711

Landscape Maintenance Agreement

Project Description: _____

Property Address: _____

Deed Reference: _____

Property Tax ID No.: _____

Project# and/or Permit#: _____

Applicant: _____

Mailing Address: _____

This Agreement is made this _____ day of _____, 2010, by and between the City of Annapolis, a municipal corporation of the State of Maryland ("City"), and _____, ("Applicant").

Whereas, the Applicant has applied to the City for certain approvals in connection with development of property located at _____ in the City of Annapolis and is required, pursuant to the City's zoning code, as a condition of approval, to provide landscaping on the property in connection with the project referenced above in accordance with a landscape plan approved by the City's Department of Planning and Zoning shown in Exhibit A attached to this agreement, and maintenance of landscaping in a healthy, safe, and attractive condition.

Now, Therefore, in consideration of this premise and the mutual covenants and promises contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, the parties agree as follows:

1. The Applicant shall install and maintain all landscaping illustrated in the approved landscape plan shown in Exhibit A attached to this Agreement, in accordance with Landscape Specification Guidelines for Baltimore-Washington Metropolitan Areas, September 1981 edition, as subsequently amended.
2. The Applicant shall provide for maintenance after installation in accordance with the Warranty stated in Exhibit B attached to this Agreement.
3. The Applicant shall notify the City's Department of Planning and Zoning in writing if the Applicant transfers title to the property during the term of this Agreement.
4. The Applicant's failure to fulfill the obligations of this Agreement will result in written notice from the City to the Applicant requiring compliance. If, in the sole discretion of the City, the property is not brought into compliance within approved standards within ten (10) business days of notification from the City to do so, the City may take enforcement action.
5. Failure of the City to require strict performance of any provision of this Agreement shall not be construed as a waiver by the City of its right to enforce a subsequent default of the same provision, nor shall it be construed as a modification of this Agreement.
6. The venue of any administrative or judicial proceeding initiated pursuant to this Agreement shall be the courts of Anne Arundel County, Maryland.

- 7. The parties waive trial by jury in any judicial proceeding initiated pursuant to this Agreement.
- 8. This Agreement, whether or not in connection with any administrative or judicial proceeding, shall be construed in accordance with the laws of the State of Maryland.
- 9. This Agreement shall not be modified except in writing signed by the parties.
- 10. This Agreement supersedes any prior Landscape Maintenance Agreement governing or encumbering the property.
- 11. This Agreement shall be recorded among the land records of Anne Arundel County, Maryland at the Applicant's expense.
- 12. This Agreement shall run with the property and shall be binding on the Applicant and the Applicant's heirs, personal representatives, successors, and assigns for as long as the obligation to maintain the landscaping is required pursuant to the City's zoning code.
- 13. This Agreement is the complete and entire agreement between the parties regarding the subject matter of this Agreement. There are no warranties, inducements, representations or other terms or conditions, oral or written, between the parties.

Witness the signatures and seals of the parties.

Attest:

City of Annapolis:

Regina Watkins-Eldridge, City Clerk

By: _____
Joshua J. Cohen, Mayor (Seal)

Witness:

Applicant:

Signature

By: _____
Signature (Seal)

Print Name & Title

Print Name & Title

Approved for Legal Sufficiency:

Karen M. Hardwick, City Attorney

Date

Please return to:

*City of Annapolis
Department of Planning and Zoning
145 Gorman Street, 3rd Floor
Annapolis, MD 21401-2535*

Exhibit B – Warranty

1. The Applicant's warranty to maintain all landscaping installed in connection with the Landscape Plan and Landscape Maintenance Agreement governing _____ shall commence simultaneously with the final inspection and approval of the City's Department of Planning and Zoning of all such landscaping.
2. The Applicant's warranty to maintain such landscaping in accordance with the Landscape Plan and Landscape Maintenance Agreement shall be permanent and perpetual in duration, and shall run with the Property and be binding on and enforceable against the Applicant and the Applicant's heirs, personal representatives, successors and assigns.
3. Maintenance shall include a thorough initial watering with weekly watering thereafter for the first month after final approval. Watering thereafter shall be on a bi-weekly basis for an additional two months. The total number of waterings shall be a maximum of eight (8) for the 3 month period.
4. Settled plantings shall be reset to proper grade and position, dead material removed, and guys tightened or repaired within a reasonable time.
5. The Applicant shall replace any plant material that is at least 25% dead or more. A tree shall be considered dead when the main leader has died back, or there is 25% of the crown dead. The Applicant shall make all replacements no later than the next planting period. Unless the Department of Planning and Zoning, in its sole discretion, consents in writing, all replacements shall be of the same size and species as the original plant with no additional soil additives.
6. The Applicant shall be responsible for the replacement of all plantings that have been damaged or lost as a result of vandalism, fire, removal, relocation, and abnormal weather conditions, such as floods, excessive wind damage, drought, severe freezing or abnormal rains, or as a result of other actions or conditions. Unless the Department of Planning and Zoning, in its sole discretion, consents in writing, all replacements shall be of the same size and species as the original plant with no additional soil additives.
7. The Applicant shall not plant any ground covers, broadleaf evergreens, red, willow and scarlet oaks or conifers, except white pines, between November 15 and March 15 of any year.
8. The Applicant shall prune all landscaping at the same time and as needed or directed by the City. Pruning shall include only work that is necessary to maintain a plant in its normal growth pattern.
9. The Applicant shall fertilize all plants once per year by using either of the following two methods:
 - a. surface feeding, which consists of broadcasting a slow release (1.5% WIN or better) fertilizer over the mulched beds at the recommended rates shown on the bag in which the fertilizer is packaged. Thorough watering is required upon completion;
 - b. liquid feeding, which consists of the pressure injection of a slow release fertilizer on all plant material and following all recommendations on the product for proper results.
10. Once per year, the Applicant shall re-mulch all mulched area so that they contain a minimum depth of two inches and a maximum depth of three inches, if needed. Mulch used shall equal in quantity and quality the type of that which was supplied during installation of the landscaping.
11. Saucers around all shade trees are required.
12. All planting areas shall be maintained in a weed-free manner.
13. The Applicant shall remove all staking and guying material above grade one year after installation.