

SITE PLAN SURETY & MAINTENANCE
AGREEMENT

This agreement, made and entered into this _____ day of _____, 20__ by and between _____ (Owner) and the Montgomery County Planning Board (Board).

WHEREAS, Owner holds title to certain real property, more particularly described as _____ and in the land records of Montgomery County, at Liber-Folio _____ (Property), and

WHEREAS, this property has obtained (*Site Plan, etc.*) Approval from the Montgomery County Planning Board, referenced as Site Plan number 8 _____; and

WHEREAS, in order to obtain this approval the Owner is required to comply with the provisions of the Montgomery County Zoning Ordinance, Chapter 59-D-3.5(d) (as amended) and the conditions of approval for Site Plan number 8 _____; and

WHEREAS, the Certified Site Plan required by the Montgomery County Zoning Ordinance, hereinafter called the Plan, as approved by the Board and certified by the Owner, provides for the implementation of certain features. This includes [*list the improvements including, but not limited to, landscaping, on-site lighting, recreation, special paving, benches, art and site amenities*], hereinafter called “the improvements”; and

THEREFORE, in consideration of the foregoing premises and the following terms and conditions, the parties hereto agree as follows:

1. The improvements must be installed in accordance with the final specifications of the approved Plan, shown in Attachment A hereto, attached and incorporated herein.
2. The Board or its designees may enter upon the Property at any time to make routine inspections regarding compliance with the Plan.
3. Upon completion of all required plantings and at the end of the one-year maintenance period, the Owner must schedule inspections of the plantings with the Board’s Enforcement and Monitoring Staff or successors thereto.
4. The Owner must provide a cost estimate to the Board or its designees to cover the cost of the improvements [Attachment B].
5. The Owner must provide financial security in the form of a performance bond in a form approved by the Board’s Office of General Counsel, in the amount of \$_____, estimated to cover the cost of the improvements and maintenance of the plantings for one year. The security must be posted prior to any building permits released by M-NCPPC for the Property.
6. Up to half of the security may be released by the Board’s Enforcement and Monitoring Staff immediately after planting has been completed if, in the discretion of the Monitoring Staff, the Plan has been followed and the material is properly installed and in good condition.

7. If the property is phased [Attachment A], then the surety may be partially released for each phase upon acceptance by the Monitoring Staff.

8. This agreement shall constitute a covenant running with the land, and shall be binding on the Owner, its administrators, executors, and other successors in interest.

Witness the following signatures:

Owner's signature _____ Date _____
Owner' Printed Name _____
Owner's Title and Mailing Address _____

State of _____
County of _____

On this _____ day of _____, _____ before me, the undersigned individual, personally appeared _____, who acknowledged to be the _____, of _____, and that as such being authorized to do so, executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public

Maryland-National Capital Park and Planning Commission Date _____

My Commission Expires: _____

State of _____
County of _____

On this _____ day of _____, _____ before me, the undersigned individual, personally appeared _____, who acknowledged to be the _____, of _____, and that as such being authorized to do so, executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public

My Commission Expires: _____