

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

THIS AGREEMENT, made this \_\_\_\_ day of \_\_\_\_\_, in the year \_\_\_\_\_,  
by and between \_\_\_\_\_  
hereinafter called "Developer" and the Town of Elkton, hereinafter called "Elkton".

WHEREAS, the Town of Elkton Forest Conservation Regulations and /or Town of Elkton 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 landscaping plan submitted to and approved by the Town's Agent, at no cost to the Town, but with full cost to be borne by the Developer; and,

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

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 Town of Elkton Forest Conservation Regulations and/or the Town of Elkton Zoning Ordinance.
- 2) Partial release of this financial security may be conducted under the provisions of the Town of Elkton Forest Conservation Regulations or the Town Zoning Ordinance.
- 3) Final release of monies may only occur following inspection of the landscaping and/or afforestation/reforestation area by the Town or its agent, and survival rate is acceptable to the Town or its agent under the guidelines of the Town's Forest Conservation Regulations and/or the Town of Elkton 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 these monies to the Town.
- 5) The Developer has made provisions allowing for the Town or the Town'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/owner(s) and the developer's/owner (s) successors, heirs, executors, and assigns.

IN WITNESS WHEREOF, said \_\_\_\_\_, as Developer and the Town of Elkton Government has caused these presents to be signed.

WITNESS:

\_\_\_\_\_

DEVELOPER:

\_\_\_\_\_  
(Please Print)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Address

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

\_\_\_\_\_  
Telephone

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

APPROVED:

\_\_\_\_\_  
By: Jeanne D. Minner  
Director of Planning

Town of Elkton  
Department of Planning  
100 Railroad Avenue  
Elkton, MD 21921