

**SITE PLAN SURETY & MAINTENANCE AGREEMENT**

Site Plan Name : \_\_\_\_\_

This Agreement, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between \_\_\_\_\_ (Owner/Applicant) and the Montgomery County Planning Board (Board) (collectively, the Parties).

WHEREAS, Owner/Applicant holds title and/or an interest to certain real property, located at \_\_\_\_\_ and more particularly described in the Land Records of Montgomery County, in Liber \_\_\_\_\_ at folio \_\_\_\_\_ (Property), and

WHEREAS, this Property obtained Site Plan approval from the Montgomery County Planning Board on \_\_\_\_\_, referenced as Site Plan No. 8 \_\_\_\_\_, which approval may be amended from time to time; and

WHEREAS, in order to obtain this approval, the Owner/Applicant is required to comply with the provisions of the Montgomery County Zoning Ordinance, Chapter 59 (as amended) and the conditions of approval for Certified Site Plan No. 8 \_\_\_\_\_ (“Plan”); and

WHEREAS, the Certified Site Plan, as approved by the Board and certified by the Owner, provides for the implementation of certain site amenities. This includes, but is not limited to, landscaping, on-site lighting, recreation, hardscapes or special paving, benches, public art, private roads, private storm drains, private sidewalks/bike paths, and other associated site plan 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. A diagram showing the improvements in summary form is included as [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/Applicant must schedule inspections of the plantings with the Board’s Enforcement and Monitoring Staff (Monitoring Staff) or successors thereto.
4. The Owner/Applicant must provide a cost estimate to the Board or its designees to cover the cost of the improvements, shown in [Attachment B] hereto, attached

and incorporated herein.

5. The Owner/Applicant 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 release of any building permit, any sediment control permit, or any use-and-occupancy permit.
6. Up to half of the financial security may be released as determined by the Monitoring Staff upon substantial completion of the improvements. The remainder of the financial security shall be held throughout the one-year warranty period until a final inspection of the improvements is approved as determined by the Monitoring Staff.
7. If the Property is phased, then the surety may be partially released for each phase upon acceptance by the Monitoring Staff.
8. If, upon review of the improvements described above, the Monitoring Staff determines that the improvements are satisfactory and complete, and the one-year warranty has run, the financial security will be released upon final inspection.
9. This agreement shall constitute a covenant running with the land, and shall be binding on the Owner, the Applicant, and their respective administrators, executors, and other successors in interest.

IN WITNESS WHEREOF, the parties have executed this agreement for the purposes contained herein.

\_\_\_\_\_  
Owner's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Owner's Typed or Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Owner's Mailing Address

NOTARY STATEMENT

State of \_\_\_\_\_

County of \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ 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.

SEAL

\_\_\_\_\_  
Signature of notary public

My commission expires \_\_\_\_\_

\_\_\_\_\_  
Christina Sorrento, Chief  
Intake & Regulatory Coordination Division  
Maryland-National Capital Park and Planning Commission

\_\_\_\_\_  
Date

\_\_\_\_\_  
Approved for Legal Sufficiency    Date  
M-NCPPC Office of the General Counsel

NOTARY STATEMENT

State of: **Maryland**

County of: **Montgomery**

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ before me, the undersigned individual, personally appeared **Christina Sorrento**, who acknowledged to be the Planning Director's Designee, of Montgomery County Planning Department, 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.

**SEAL**

\_\_\_\_\_  
Signature of notary public

My commission expires \_\_\_\_\_