

REFORESTATION AND AFFORESTATION SURETY AGREEMENT
PROPERTIES WITHIN THE CRITICAL AREA

THIS CONSERVATION AGREEMENT made this _____ day of _____, 20__, by and between HARFORD COUNTY, MARYLAND, a body corporate and politic of the State of Maryland (hereinafter referred to as the “County”), and

_____ (hereinafter referred to as “Developer”).

WHEREAS, Developer is constructing a development/project known as: _____; and

WHEREAS, said property lies within the Chesapeake Bay Critical Overlay District; and

WHEREAS, the Harford County Zoning Code further provides that the Developer shall deposit a surety with Harford County to ensure all reforestation or afforestation is completed and that the reforestation or afforestation areas are adequately maintained after installation as found in Sections 267-63F(3)(b)[7][b], 267-63F(3)(b)[7][c], 267-63F(3)(b)[7][d], 267-63F(3)(b)[7][e], 267-63F(3)(b)[7][f], 267-63F(3)(b)[8], and 267-63G(4)(a)[1]; and

WHEREAS, Developer is desirous of providing said surety to the County.

WITNESSETH that for and in consideration of the mutual promise and covenants set forth herein below, and other good and valuable consideration, the parties hereto, their successors and assigns, agree as follows:

1. That pursuant to the above cited sections of the Harford County Zoning Code, Developer is responsible for planting _____ acres of forest to complete the construction of the development. The estimated amount of the surety is based on the costs provided in the approved Chesapeake Bay Critical Area Reforestation Plan.

2. That the applicable estimated cost is therefore: _____ (\$ _____) and the required surety shall be one hundred ten percent (110%) of this amount.

3. That either a Cash Escrow, a Bond or Irrevocable Letter of Credit in the amount of _____ (\$ _____) shall be submitted to the County prior to the approval of a grading or building permit. The bond or letter of credit must be in a form approved by the County.

4. That pursuant to Section 267-63F(3)(b)[7][d] of the Harford County Zoning Code, the surety will be held until the forested area established meets or exceeds standards specified in the Forest Conservation Manual. If, after two complete growing seasons from the time of planting, all components of the project meet or exceed the standards as determined by an inspection by the Department of Planning and Zoning, two-thirds (2/3) of the surety will be returned. The remainder will be released if, after the third growing season, all standards are met.

5. That no grading permit or building permit will be issued until said bond or letter of credit is posted with the County.

6. That all required acreage shall be planted in accordance with Chesapeake Bay Critical Area Reforestation Plan #_____.

7. That the Developer further agrees to comply with all applicable sections of the Harford County Code as it relates to the construction of this development.

8. That the Developer agrees to comply with all other applicable State, County and Federal laws.

AS WITNESS our hands and seals as of the date first above written.

WITNESS:

Harford County, Maryland

BY: _____

Barry Glassman
County Executive

WITNESS:

ENTITY NAME: _____

BY: _____

Authorized Representative

Name/Title of Authorized Representative _____

Mailing Address: _____

E-Mail Address: _____

Approved as to form and legal sufficiency.

Reviewed and concur.

Meaghan Alegi date
Senior Assistant County Attorney

Jenny B. Jarkowski date
Director of Planning and Zoning