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THIS PLANTING AGREEMENT NO. \_\_\_\_\_, made this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by and between TOWN OF OCEAN CITY, MARYLAND, hereinafter called "Town" and \_\_\_\_\_ hereinafter called "Owner"; and

WHEREAS, Owner is presently engaged in the development of land in the Town of Ocean City, Maryland located on property described in a deed from \_\_\_\_\_ to \_\_\_\_\_, dated \_\_\_\_\_, and recorded among the Land Records of Worcester County, Maryland, in Liber \_\_\_\_\_, and Folio \_\_\_\_\_; located on Tax Map \_\_\_\_\_, Parcel \_\_\_\_\_, Lot \_\_\_\_\_ and

WHEREAS, Owner has applied to the Town of Ocean City for the approval of a certain plans more particularly described as \_\_\_\_\_, hereinafter referred to as "Project", a copy of which is filed with the Town of Ocean City; and

WHEREAS, Such plan requires the construction/installation of certain works of improvements described as \_\_\_\_\_, hereafter referred to as "Improvements"; and

WHEREAS, Owner has agreed to construct/install all of the Improvements shown on the approved plan in accordance with the specifications contained therein, as well as all other applicable standards imposed by the Town of Ocean City; and

WHEREAS, Owner has agreed to perform maintenance of the Improvements to insure that the said Improvement is maintained in good condition, which said maintenance has been deemed to be of mutual benefit to the Town of Ocean City and the Owner.

NOW, THEREFORE, THIS PLANTING AGREEMENT WITNESSETH, that in consideration of the mutual promises contained herein, the parties hereto do hereby agree as follows:

1. Owner shall maintain the Improvements in accordance with the approved Plan and all other applicable laws, statutes and regulations.
2. Owner grants unto the Town of Ocean City, their agents and employees, an irrevocable right of entry for access to the Improvements at reasonable times for regular inspection and for regular or special assessments of Owner's to insure that the Improvements are maintained in property condition to meet design standards and any other provisions established.
3. Improvements as specified herein shall be completely installed on or before bond release or issuance of a Certificate of Occupancy.
4. If, after notice by the Town of Ocean City to perform maintenance work or make replacements, satisfactory action is not made by the Owner within a reasonable period of time not to exceed thirty (30) days, the County Commissioners may perform all necessary work to restore or maintain the Improvement in good condition. The Owner of the Improvement shall be assessed the cost of the work and may be placed on the tax bill and collected as ordinary real estate taxes by the County for the amount of all expenses so incurred by the County Commissioners.
5. The following dollar amount, \$\_\_\_\_\_, is the mitigation requirements which is \$1.00 time the mitigation requirement. The bond amount shall be \$\_\_\_\_\_. These monies will be retained until the landscape has been inspected and installation approved.

- 6. This agreement may be recorded among the Land Records of Worcester County.
- 7. This agreement shall run with the land and shall inure to the benefit of and be binding upon and enforceable upon all the parties hereto, their heirs, personal representatives, successors and assigns, and any person claiming under Owner shall be bound by the provisions hereof.

WITNESS:

\_\_\_\_\_  
As to Owner

\_\_\_\_\_  
Owner / Lease Tenant

\_\_\_\_\_  
Name/Title/Corporation (Printed)

STATE OF MARYLAND, WORCESTER COUNTY TO WIT: (Owner)

I HEREBY CERTIFY that on this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_,  
before me, a Notary Public in and for the State and County aforesaid, personally appeared  
\_\_\_\_\_, known to me (or satisfactorily proven) to be the person(s) whose  
name(s) is/are subscribed to the within instrument and acknowledged he executed the same for the  
purposes therein contained AND FURTHER MADE OATH that he executed the same in the capacity  
therein stated and for the purposes therein contained.

AS WITNESS my hand and official seal.

\_\_\_\_\_  
My Commission Expires:

\_\_\_\_\_  
Notary Public