

**HOWARD COUNTY, MARYLAND
DEPARTMENT OF INSPECTIONS, LICENSES AND PERMITS
LANDSCAPING SURETY AGREEMENT**

GRADING PERMIT NO.: _____

STREET ADDRESS: _____

PROJECT NAME: _____

THIS AGREEMENT made this _____ day of _____, 20____, between _____ party of the first part, hereinafter referred to as the "Owner/Developer"; and Howard County, Maryland, a body corporate politic, party of the second part, hereinafter referred to as the "Obligee";

WHEREAS, the Owner/Developer intends to install landscape improvements on property located at _____, situated in Howard County, Maryland and

Please Print Legibly

WHEREAS, the Owner/Developer has received approval of the proposed landscaping at the said location under Grading Plan Number _____ and the Landscape Plan under DPZ project file number _____ approved by the Department of Planning and Zoning; and

WHEREAS, the Owner/Developer has applied to the Obligee for Grading Permit Number _____ which requires the completion of all landscape improvements in accordance with the approved plans, all of which improvements to be in compliance with the requirements of the Obligee; and

WHEREAS, the Obligee requires a surety in accordance with Section 3.405 and Section 16.124 of the Howard County Code to guarantee the completion of all landscape improvements; and

WHEREAS, the Owner/Developer has delivered to the Obligee for deposit in a non interest-bearing escrow account a payment to the Howard County Director of Finance in the amount of \$_____ in accordance with the surety schedule established under Section 3.405(b) of the Howard County Code and Howard County Landscape Manual.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH, that in consideration of the premises hereby acknowledge receipt of the sum of \$_____ from the Owner/Developer to be held by the Obligee until such time Obligee shall determine that the landscape improvements have been completed in accordance with the approved plans.

IT IS ALSO UNDERSTOOD AND AGREED that should the Owner/Developer not complete the landscape improvements in accordance with the approved plans the Obligee shall have the right to draw upon the funds on deposit in the non interest-bearing escrow account to be used by the Obligee for the costs and expenses to the obligee arising out of the failure of the Owner/Developer to complete the landscape improvements as required by the terms of this agreement. If the Owner/Developer fails to complete the landscape improvements in accordance the approved plans the escrowed funds shall be forfeited to the Obligee and the Owner/Developer waives any and all interest in said funds.

AS WITNESS my hands and seal this _____ day of _____, 20_____.

Please Print (Owner/Developer)

Please Print (Street Address)

Signature (Owner/Developer)

Please Print (City) (State) (Zip)

Please Print (Title)

Telephone No.: _____

Accepted By: _____

E-Mail Address: _____

Please Print Name (Howard County, Maryland)

Invoice No.: _____ **Date:** _____

Check No.: _____

FOR OFFIC USE ONLY

Approved for release: _____
Please Print Name (Chief, Division of Land Development or Designee) / **Signature** (Date)

Approved for release: _____
Please Print Name (Chief, Licenses and Permits Division) / **Signature** (Date)