

COMMITMENT FOR MAINTENANCE OF LITTORAL PLANT MATERIALS

WHEREAS, _____, hereinafter referred to as Developer, has received approval from Martin County, hereinafter referred to as County, for a project known as _____; and

WHEREAS, Developer is responsible for the proper installation and maintenance of certain required littoral plantings for the referenced project.

NOW THEREFORE, the Developer agrees as follows:

1. The Developer hereby warrants and guarantees a survival rate of one hundred percent (100%) for all required re-vegetation of lake banks, littoral zones, and upland transition zones as set forth on the approved plans for the project for a period of thirty-six (36) months following the certification of installation by the landscape architect.
2. In order to ensure adequate maintenance and survivability, the Developer shall provide the County with security in the amount of \$ _____, which represents one hundred ten percent (110%) of the supply and installation cost of the required plant material. Attached Exhibit A sets forth the supply and installation cost of the plant material. A copy of the security is attached as Exhibit B. Security must be valid for 3 years from the date of certification of completion and installation of planting materials with an automatic renewal for an additional year.
3. The required plantings shall be maintained in full compliance with the approved plans, specifications and requirements of the County. At the completion of the thirty-six (36) month period, the security shall be released upon inspection and approval by the Growth Management Department.

4. In the event the required planting material is not maintained in compliance with this Commitment, the County shall have and is hereby granted the right to cause the required planting material to be installed, monitored and maintained, and to use the security provided for payment of all costs and expenses incurred in the completion thereof, including but not limited to, engineering, consultant, legal and contingent costs. Furthermore, it is agreed by the parties hereto that the County shall be reimbursed from the security provided for any damages, either direct or consequential, which the County may sustain as a result of the failure of Developer to carry out and execute all of the provisions of this Commitment. The County shall have the option to complete the required littoral planting with County employees and equipment, or pursuant to public advertisement and receipt of bids. In the event that the total costs incurred by the County exceed the amount of security provided, such additional costs shall be paid by Developer on written demand by the Growth Management Department.
5. The Developer is responsible for requesting inspections consistent with the timetables established herein.
6. Developer designates the following person as its representative to be contacted and to receive all notices regarding this Commitment:

Name

Address

Telephone number

The date of this Commitment shall be the date on which this Commitment was executed by the Developer.

(For an individual acting in his own right)

"OWNER/DEVELOPER"

WITNESSES:

√ _____
Name Printed:

√ _____
Name Printed:

OWNER(S)

√
Name Printed:
Dated: _____

√
Name Printed:

Address:

DATED:

STATE OF]

COUNTY OF]

The foregoing Commitment for Maintenance of Plant Materials is acknowledged before me
this ____ day of _____, 20__, by

_____, and _____ .

He or she () is/are personally known to me or () has produced

_____ as identification.

DATED this ____ day of _____, 20__.

NOTARY PUBLIC

[STAMP]

√ _____

Name Printed:
My Commission Expires:

[CORPORATION EXECUTION FORM]

WITNESSES:

√ _____
Name Printed:

√ _____
Name Printed:

Print Name of Corporation Above
Address:

By: √ _____
Name Printed:
Title:

Attested

√ _____
Name Printed:
Title: Secretary

DATED: _____

STATE OF]
COUNTY OF]

The foregoing Commitment for Maintenance of Plant Materials is acknowledged before me this _____ day of _____, 20____, by _____, and _____ known to be the president and secretary of _____ a _____ corporation, on behalf of the corporation. He or she () is personally known to me or () has produced _____ as identification.

DATED this _____ day of _____, 20_____.

NOTARY PUBLIC

[STAMP]

Name Printed:
My Commission Expires:

EXHIBIT A

SUPPLY AND INSTALLATION COST
OF LITTORAL PLANTING MATERIALS

EXHIBIT B
SECURITY