

COMMITMENT FOR INSTALLATION AND MAINTENANCE OF PLANT MATERIALS  
FOR ENVIRONMENTAL RESTORATION

WHEREAS, \_\_\_\_\_, hereinafter referred to as Developer, is required by Martin County, hereinafter referred to as County, to restore \_\_\_\_\_.

NOW THEREFORE, the Developer agrees as follows:

1. The Developer shall, within \_\_\_\_\_ (\_\_\_\_) months from \_\_\_\_\_, complete installation and establishment of required plant materials on the above-referenced project, according to the cost estimate and restoration plan approved by the Martin County Growth Management Department, as set forth in Exhibit "A," which is hereto attached and herein incorporated by this reference.
2. The Developer hereby warrants and guarantees a survival rate of one hundred percent (100%) for all required plantings, as set forth in Exhibit A, for a period of 60 (sixty) months following the expiration of time for installation of required plant materials set forth in paragraph 1, or 60 (sixty) months following certification of installation by the Developer's consultant, whichever is earlier.
3. The Developer shall provide the County with security in the amount of \$\_\_\_\_\_, as security to guarantee the completion of the restoration as set forth in Exhibit "A." This security shall be in the form of a \_\_\_\_\_ and represent one hundred and ten percent (110%) of the estimated cost of the required improvements (materials and installation). A copy of such security is hereto attached as Exhibit "B" and is herein incorporated by this reference.
4. To ensure monitoring, maintenance, and survival of the required plant material, security in the amount required shall remain available to the County for a period of 60 (sixty) months following the expiration of time for installation of required plant materials set forth in paragraph 1, or 60 (sixty) months following certification of installation by the Developer's consultant, whichever is earlier.
5. The required plant materials shall be installed and monitored and maintained in full compliance with the specifications and requirements of County, including any approved plans. At the completion of the 60 (sixty) month monitoring period, Developer's consultant shall furnish a certificate of satisfactory completion to the Growth Management Department for approval. Following Developer's certification and inspection by the County confirming satisfactory completion, the security shall be released to Developer.

6. In the event the required plant material is not installed, monitored or maintained in compliance with this Commitment, County shall have and is hereby granted the right to cause the plant materials to be installed, monitored and maintained, and to use the security provided herewith 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 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. County shall have the option to complete the restoration plan with County employees and equipment, or pursuant to public advertisement and receipt of bids, in the event of Developer's failure or refusal to do so in accordance with the terms of this Commitment. In the event that the total costs incurred in completing the restoration plan shall exceed the amount of security provided, Developer shall pay such additional costs on written demand by the Growth Management Department.

7. THE DEVELOPER IS RESPONSIBLE FOR NOTIFYING COUNTY UPON COMPLETION OF THE WORK REQUIRED HEREIN.

8. Developer designates the following person as its representative to be contacted and to receive all notices regarding this Commitment:

Name \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

Telephone number (\_\_\_\_) \_\_\_\_\_

(For an individual acting in his own right)

"OWNER/DEVELOPER"

WITNESSES

Sign: \_\_\_\_\_  
Name printed:

Sign: \_\_\_\_\_  
Name printed:  
Address:

Sign: \_\_\_\_\_  
Name printed:

Dated: \_\_\_\_\_

-

STATE OF  
COUNTY OF

The foregoing Commitment was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_ by \_\_\_\_\_, who is personally known to me or who has produced \_\_\_\_\_ as identification.

(STAMP)

Commission #

\_\_\_\_\_

NOTARY PUBLIC

My Commission Expires:

(For a corporation)

"OWNER/DEVELOPER"

WITNESSES

Corporation name:

Sign: \_\_\_\_\_

Name printed:

Sign: \_\_\_\_\_

Name printed:

Sign: \_\_\_\_\_

Title:

Name printed:

Address:

Attest:

[CORPORATE SEAL]

Sign: \_\_\_\_\_

Secretary

Name printed:

Dated: \_\_\_\_\_

Note: This document must be signed by a corporate officer and attested by the secretary with the corporate seal affixed; in the alternative, and if there is no corporate seal, it must be signed by a corporate officer with two (2) witnesses.

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

BEFORE ME, the undersigned notary public, personally appeared \_\_\_\_\_ and \_\_\_\_\_, to me well known to be the President and Secretary, respectively, of \_\_\_\_\_, a Florida corporation, and they acknowledged that they executed the foregoing Commitment as such officers of said corporation and that the seal affixed is the corporate seal of said corporation and that it was affixed by due and regular corporate authority, and that it is the free act and deed of said corporation. He/she/they is/are personally known to me or has produced \_\_\_\_\_ as identification.

(STAMP)

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

Commission #

My Commission Expires:

EXHIBIT "A"  
COST ESTIMATE AND RESTORATION PLAN

EXHIBIT "B"  
SECURITY