

**STREET TREE EASEMENT AND PLANTING AND MAINTENANCE AGREEMENT**

Address: \_\_\_\_\_  
Applicant: \_\_\_\_\_ Phone: \_\_\_\_\_  
Owner: \_\_\_\_\_ Phone: \_\_\_\_\_

**THIS DEED OF EASEMENT AND STREET TREE PLANTING AND MAINTENANCE AGREEMENT** (hereinafter the "Agreement") is made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between \_\_\_\_\_ (hereinafter the "Applicant"), \_\_\_\_\_ (hereinafter the "Owner"), and ANNE ARUNDEL COUNTY, MARYLAND, a body corporate and politic of the State of Maryland (hereinafter the "County").

**WHEREAS**, Owner is the owner of a certain parcel of land in Anne Arundel County known as \_\_\_\_\_, \_\_\_\_\_, Maryland \_\_\_\_\_, and described in a deed recorded among the land records of Anne Arundel County in Liber \_\_\_\_\_, Folio \_\_\_\_\_ and/or as shown on the plat of \_\_\_\_\_ recorded in Plat Book \_\_\_\_\_, Folio \_\_\_\_\_ (hereinafter the "Planting Property"); and

**WHEREAS**, "Street Trees", as described in Section V of the Anne Arundel County, Maryland Landscape Manual, are trees required to be planted and/or maintained along a roadway; and

**WHEREAS**, the curb of the roadway that is, or will be, known as \_\_\_\_\_ [street requiring plantings] is located less than five (5) feet from the sidewalk abutting the Planting Property, necessitating the planting and maintenance of any Street Trees required along said roadway to be located on the outside edge of the sidewalk on the Planting Property, or where the distance between the curb and the sidewalk is more than five (5) feet, but where planting and maintenance of Street Trees will be outside of the road right of way, the locations of said Street Trees are more fully described in Exhibit A attached and incorporated in this Agreement; and

**WHEREAS**, the property on which the Street Trees must be planted is outside the road right of way and an Easement is necessary for the planting to proceed; and

**WHEREAS**, Applicant and Owner have agreed to assume the County's obligation to plant the necessary Street Trees and to maintain the same in perpetuity; and

**WHEREAS**, this Agreement is not a substitution for any other requirements under the Anne Arundel County Code; and

**WHEREAS**, this Agreement is intended to establish Applicant's, Owner's, and County's responsibilities, rights, and prohibitions as they relate to the Street Trees; and

**WHEREAS**, in order to provide for the proper planting and maintenance of the required Street Trees the parties desire to create the following easement and agreement.

**NOW, THEREFORE**, Applicant and Owner, on behalf of their respective successors and assigns, in consideration of the premises and the mutual covenants and obligations herein contained, hereby create an easement consisting of a minimum of a ten (10) foot wide strip of land on the Owner's property for use of the Owner and Applicant for the planting and maintenance of Street Trees, said easement as delineated and described as follows:

1. Owner does hereby grant and convey to the Applicant, and to Applicant's successors and assigns, in perpetuity, an easement or easements subject to the covenants, conditions, and restrictions set forth below, to run with and be binding upon part of the land of the Owner, described as follows:

All that strip of property consisting of a minimum of ten (10) feet from the property line abutting \_\_\_\_\_ [street requiring plantings] and extending the length of the \_\_\_\_\_ [direction, i.e. northern] portion of the property as shown and depicted on Exhibit B which is attached hereto and incorporated herein.

Being part of the Owner's property described in a deed dated \_\_\_\_\_ and recorded in the land records of Anne Arundel County, Maryland at Liber \_\_\_\_\_, Folio \_\_\_\_\_ (hereafter the "Easement Property").

Subject to the following agreements and conditions:

2. Pursuant to this Agreement, Applicant, or representatives of Applicant, may enter the Easement Property for the purposes of planting Street Trees.

3. Owner and Applicant hereby agree to be bound by the following conditions of this Agreement and to plant and/or maintain any and all Street Trees and to follow all directives of the County for the planting, care, and maintenance of the Street Trees.

4. This Agreement shall run with the land and shall be binding on the Owner and Applicant and their heirs, assigns, and successors in interest.

5. Applicant shall plant the Street Trees on the Easement Property. The Owner shall be responsible for the maintenance of the Street Trees on the Easement Property, and shall perform such other maintenance as reasonably identifiable as necessary by the County in a good and workmanlike manner, and in compliance with all applicable Federal, State, and County laws and regulations.

6. If Owner or Applicant, or Owner's or Applicant's successors in title, or any other party subject to this Agreement, fails to plant the Street Trees or complete maintenance referred to herein within thirty (30) days of being notified by the County, in writing, that maintenance of any or all Street Trees is necessary, such failure to perform shall constitute a default hereunder, and the County, or the County's representatives, may enter the Easement Property, including entry to the property via a private road, and perform or cause to be performed such maintenance at the sole cost and expense of Owner, such cost to include the County's reasonable administrative, overhead, and collection costs. In the event that the County performs or causes to perform such maintenance, the County shall use the County's standard design, materials, and methodology. In an emergency

as determined by the County, the County may perform such maintenance without providing notice to the Owner. Any such maintenance or repair costs incurred by the County shall be a lien upon the Owner's Property until paid, and may be collected pursuant to § 1-8-101 of the County Code, or any other available legal remedy.

7. In the event of a default by the Applicant and/or Owner in performance of the planting or maintenance responsibilities of the Street Trees, the County may avail itself of all remedies at law to recover any costs and expenses associated therewith, including collection pursuant to § 1-8-101 of the County Code.

8. Applicant and Owner agree to indemnify and hold harmless the County for damages, judgments, and costs of defense resulting from claims by third parties for losses sustained as a result of repairs or maintenance of the Street Trees by Applicant or its assigns.

9. Applicant and Owner grant the County the right to enter, or to have representatives of the County enter, the Easement Property, without notice to the Owner or Applicant, to conduct inspections of the planting and maintenance of Street Trees or, upon Owner's and/or Applicant's default, to undertake the necessary planting or maintenance of any Street Trees.

10. Owner and Applicant agree to plant and maintain all Street Trees on the Easement Property in such amount and at such locations as detailed in Exhibit A.

11. Owner and Applicant agree that they shall not remove, damage, destroy, or otherwise interfere with the planting, maintenance, or survival of the Street Trees without the written permission of the County.

12. This Agreement shall inure to the benefit of and be binding upon the parties hereto, their heirs, personal representatives, legal representatives, successors and assigns.

13. This Agreement shall be construed in accordance with the laws of the State of Maryland and any action brought hereunder shall be brought in the courts of this State, with venue solely in Anne Arundel County.

14. Except as provided or referred to herein, this Agreement contains the full and final agreement between the parties and no other matter or variation therefrom shall be considered as part of this Agreement unless in writing and duly executed by the parties hereto.

15. At all times Applicant and Owner, or Owner's or Applicant's successors in title, or any other party subject to this Agreement, shall comply with all applicable Federal, State, and County laws and regulations and nothing in this Agreement shall be construed to diminish or transfer any duties or responsibilities imposed on Applicant or Owner by any applicable Federal, State, or County law or regulation.

**IN WITNESS WHEREOF**, the parties to this Deed of Easement and Street Tree Planting and Maintenance Agreement hereunto set their hands and seals on the date shown above.

WITNESS / ATTEST:

APPLICANT:

(If different from Property Owner, all OWNERS must also sign below.)

\_\_\_\_\_

\_\_\_\_\_(SEAL)

Printed Name: \_\_\_\_\_

Printed Title: \_\_\_\_\_

STATE OF \_\_\_\_\_, COUNTY OF \_\_\_\_\_, to wit:

I HEREBY CERTIFY, that on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, personally appeared \_\_\_\_\_, and acknowledged the foregoing Deed of Easement and Street Tree Planting and Maintenance Agreement to be the act of said Applicant.

WITNESS my hand and notarial seal.

\_\_\_\_\_

Notary Public

My commission expires: \_\_\_\_\_

WITNESS / ATTEST:

OWNER:

\_\_\_\_\_

\_\_\_\_\_ (SEAL)

Printed Name: \_\_\_\_\_

Printed Title: \_\_\_\_\_

STATE OF \_\_\_\_\_, COUNTY OF \_\_\_\_\_, to wit:

I HEREBY CERTIFY, that on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, personally appeared \_\_\_\_\_, and acknowledged the foregoing Deed of Easement and Street Tree Planting and Maintenance Agreement to be the act of said Property Owner.

WITNESS my hand and notarial seal.

\_\_\_\_\_

Notary Public

My commission expires: \_\_\_\_\_

ATTEST:

ANNE ARUNDEL COUNTY, MARYLAND

\_\_\_\_\_

By: \_\_\_\_\_ (SEAL)  
Mark Wedemeyer, Director,  
Department of Inspections & Permits for  
Steuart Pittman, County Executive

Approved for form and legal sufficiency:

STATE OF \_\_\_\_\_, COUNTY OF \_\_\_\_\_, to wit:

I HEREBY CERTIFY, that on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, personally appeared Mark Wedemeyer, Director, Department of Inspections and Permits of Anne Arundel County, Maryland, a political subdivision of the State of Maryland, and acknowledged the foregoing Deed of Easement and Street Tree Planting and Maintenance Agreement to be the act of said body corporate.

WITNESS my hand and notarial seal.

\_\_\_\_\_

Notary Public

My commission expires: \_\_\_\_\_