

Block\_\_\_\_\_.

**LANDSCAPE MAINTENANCE AGREEMENT**

THIS AGREEMENT ("Agreement") made this\_\_\_\_day of\_\_\_\_\_by and between\_\_\_\_\_of\_\_\_\_\_in the City of Stamford, County of Fairfield, and State of Connecticut (hereinafter referred to as "Owner"); and the **CITY OF STAMFORD**, a municipal corporation lying within the County of Fairfield and State of Connecticut, acting herein by its duly authorized Mayor, Michael A. Pavia (hereinafter referred to as the "City"), the **ENVIRONMENTAL PROTECTION BOARD OF THE CITY OF STAMFORD**, acting herein by its duly authorized Chairman, Gary Stone hereinafter referred to as the "EPB").

WITNESSETH:

WHEREAS, the Owner is the owner of a certain parcel of land situated within the City of Stamford, County of Fairfield, and State of Connecticut, as more particularly described on Schedule "A" annexed hereto and made a part hereof (hereinafter referred to as the "Property"); and

WHEREAS, the Owner was granted \_\_\_\_\_ issued by the \_\_\_\_\_ Board of the City of Stamford ( \_\_\_\_\_ ) to allow construction of a \_\_\_\_\_ on said Property, one condition of which is to require the Owner to enter into a landscape maintenance agreement with the City and EPB for those portions of the property which are described as the landscaped areas on the plan

titled \_\_\_\_\_ (hereinafter referred to as the "Plan"), which is on file in the office of the Environmental Protection Board of the City of Stamford.

NOW, THEREFORE, in consideration of ten dollars (\$10.00) and other good and valuable consideration receipt of which is hereby acknowledged by the Owner, it is hereby agreed as follows:

- (1) Owner shall improve the landscaping in accordance with the specifications and details outlined on the Plans.
- (2) Owner shall maintain the landscaped areas shown on the Plans in a reasonably good and healthy condition. Reasonable wear and tear is expected. In the event that any significant portion of the landscaped area as shown on the Plans shall cease to be landscaped, either through erosion, vandalism, disease, negligence or for any other reason, the Owner shall restore the landscaping substantially in accordance with the Plans.
- (3) Owner grants the City and/or EPB, its agents, and employees, the right to enter the Property at all reasonable times upon twenty-four (24) hours notice to the Owner for the purpose of inspecting the Property to determine if the Owner is in compliance. A representative of the Owner shall have the right to accompany the City and/or EPB on their inspection of the Property.
- (4) If, after an inspection is made pursuant to Paragraph

Three (3) hereof, the City and/or EPB determines that the Owner has failed to comply with the aforesaid undertakings, then the City and/or EPB shall give written notice of said determination to the then Owner of the Property which notice shall also specify the said failure. Said notice shall be sent by registered or certified mail to the last known address of said Owner. If the Owner disputes the claim, he shall give written notice thereof to City and/or EPB within ten (10) days of receipt of said notice, and the EPB shall hold a hearing as promptly as possible to decide the merits of the disputed claim. If the claim is not disputed within said ten (10) days, the Owner shall have thirty (30) days from the receipt of said notice to correct said failure, unless it is impossible to cure said defect within said time, in which case, the necessary repairs shall be immediately commenced and diligently pursued to completion within a reasonable time.

- (5) If the said failure is not remedied within the time frame herein stated, the City and/or EPB may proceed to cure the same and charge the actual cost thereof to the Owner of the Property.
- (6) Owner agrees to reimburse the City and/or EPB for legal fees and court costs if it becomes necessary for the City and/or EPB to sue for reimbursement of sums expended by the City and/or EPB in performance of Owner's obligation.

- (7) Owner agrees and covenants to indemnify and save harmless the City and the EPB against any and all claims, suits, actions or judgments arising out of the delay in the performance of any of their obligations pursuant to this Agreement.
- (8) Owner agrees that this Agreement shall apply to and run with the land. It shall be binding on all future owners, administrators, executors, successors and assigns.
- (9) The Owner hereby represents to the City and EPB that he is the owner, in fee simple, of all of the Property.
- (10) Owner agrees that this Agreement shall be recorded on the land records at the Owner's expense at the time that a permit is issued for the Property herein and while the Owner is in title.
- (11) Owner agrees not to assert the invalidity of this document.
- (12) Owner agrees that nothing herein shall be construed to be a limitation upon the right of the EPB to assert and enforce any rights it may have under federal, state or City statute, ordinance or regulation.
- (13) This agreement shall be governed by the laws of the State of Connecticut.

IN WITNESS WHEREOF, the said parties hereto have hereunto set their hands and seals, the day and year first above written.

WITNESSED:

\_\_\_\_\_

**THE CITY OF STAMFORD**

\_\_\_\_\_

BY: \_\_\_\_\_  
Michael A. Pavia  
Its duly authorized Mayor

\_\_\_\_\_

**THE ENVIRONMENTAL PROTECTION BOARD**

\_\_\_\_\_

BY: \_\_\_\_\_  
Gary Stone  
Its duly authorized Chairman

\_\_\_\_\_

**OWNER**

\_\_\_\_\_

BY: \_\_\_\_\_

\_\_\_\_\_

**OWNER**

\_\_\_\_\_

BY: \_\_\_\_\_

(ACKNOWLEDGEMENT ON THE FOLLOWING PAGE)



**SCHEDULE "A"**