

**LANDSCAPE MAINTENANCE & CONTINUOUS WARRANTY AGREEMENT**

**THIS AGREEMENT** was made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2007, by and between **THE TOWN OF FRONT ROYAL, VIRGINIA**, a Municipal Corporation organized under the laws of the Commonwealth of Virginia, hereinafter referred to as the "Town", and \_\_\_\_\_, hereinafter referred to as the "Property Owner".

WHEREAS, the Property Owner is the developer of a parcel of real estate located within the said Town known as \_\_\_\_\_, hereinafter referred to as the "property"; and,

WHEREAS, the Property Owner has, in accordance with Section 148-46 of the Town Code, certain landscaping obligations to the Town in connection with the development of the property; and,

WHEREAS, the parties hereto desire to delineate those responsibilities in some detail, and to specifically provide for landscaping within the said property, and for its maintenance in a healthy, safe, and attractive condition in accordance with a landscape plan, previously approved by the Town, during the period described in said Town Code Section.

NOW, THEREFORE, **WITNESSETH**:

That for and in consideration of the mutual promises contained herein, the parties agree as follows:

The Property Owner agrees to the installation and maintenance of landscaping illustrated in the approved landscape plan. Maintenance after installation shall be provided in accordance with the following **CONTINUOUS WARRANTY** and shall continue for one (1) year from the date of planting. Further, the Property Owner agrees to remain obligated under this Agreement regardless of any subsequent sale, transfer or assignment of the property, unless the purchaser, grantee, assignee, devisees or transferee acknowledges and accepts the assignment of all terms, obligations, and conditions set forth herein and identified as obligations of the Property Owner.

**CONTINUOUS WARRANTY**

The parties agree that the Town shall conduct an inspection on all work and landscape installations shown on the approved landscape plan within 10 days of notification of completion by the Property Owner. The Property Owner agrees to correct all deficiencies noted during inspection, especially the replacement of any dead plants or trees identified in the plan.

Thereafter, the Property Owner agrees to maintain such plantings in a fit and healthy condition throughout the one (1)-year period described in Town Code Section 148-46 (H), which shall hereinafter be know as the "warranty period". During this warranty period, settled plants shall be reset to proper grade and position, dead material removed, and guys tightened or replaced, as needed. The Property Owner, further, agrees that, during the warranty period, any plantings which become 25% dead or more shall be considered dead, and must be replaced before the warranty period expires. A tree shall be considered

dead when the main leader has died back, or when 25% of the crown is dead. A replacement plant shall be of the same size as the original, with no additional soil additives to be used.

The Property Owner also agrees to be responsible for replacing any plantings which are damaged by vandalism, fire, as well as unauthorized removal, and for plant losses due to extraordinary weather conditions such as drought, severe freezing, and excessive wind damage during the warranty period.

This Agreement constitutes the entire agreement between the parties pertaining to the subject matter of this document and supersedes all prior or contemporaneous agreements and understandings of the parties in connection with the subject matter. No modification of this Agreement shall be effective unless made in writing and signed by both parties.

This Agreement shall be governed by the laws of the Commonwealth of Virginia. Any action maintained by either party for the enforcement or interpretation of the terms of this Agreement shall be filed in the courts of Warren County, Virginia.

**IN WITNESS WHEREOF**, the undersigned parties hereto have made and executed this Contract as the day and year first above written.

**TOWN OF FRONT ROYAL, VIRGINIA**

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

**J. MICHAEL GRAHAM, TOWN MANAGER**

**PROPERTY OWNER**

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

**APPROVED AS TO FORM:**

\_\_\_\_\_  
**THOMAS R. ROBINETT, TOWN ATTORNEY**

**DATE:** \_\_\_\_\_

*Revised 7/13/07*