

**ST. MARY'S COUNTY, MARYLAND**  
**GRADING AGREEMENT**

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between \_\_\_\_\_, Party of the First Part, and COMMISSIONERS OF ST. MARY'S COUNTY, MARYLAND, a body corporate and public of the State of Maryland, Party of the Second Part, Witness that:

WHEREAS, an approved Sediment Control Plan of the site situated in the \_\_\_\_\_ ( ) Election District of St. Mary's County, Maryland, entitled \_\_\_\_\_ dated \_\_\_\_\_, prepared by \_\_\_\_\_ is filed with the Department of Public Works of St. Mary's County, Maryland; and

WHEREAS, the above Party of the First Part has undertaken to grade certain lands lying in St. Mary's County, Maryland, subject to the provisions for grading set forth in the Environment Article, Section 4-103 of the Annotated Code of Maryland, and in the St. Mary's County Stormwater Management, Grading, Erosion and Sediment Control Ordinance, as enacted by the Commissioners of St. Mary's County, Maryland, May 28, 2013 as amended from time to time; and

WHEREAS, it is a requirement of the St. Mary's County Stormwater Management, Grading, Erosion and Sediment Control Ordinance, that financial responsibility in the form of a Performance Bond or other surety be furnished to protect the Party of the Second Part from the costs of erosion control and stabilization work upon the failure of the Party of the First part to maintain or complete in the required manner the authorized work; and

WHEREAS, it is the purpose of this Agreement to guarantee the maintenance and/or completion of the erosion control and stabilization work on the above-referenced site according to the provisions of the St. Mary's County Stormwater Management, Grading, Erosion and Sediment Control Ordinance, and as shown on the approved Sediment Control Plan(s) attached hereto; and

WHEREAS, the Party of the First Part has agreed to complete the required erosion control and stabilization work in accordance with the specifications on or before \_\_\_\_\_, 2020. This Agreement is executed for the purpose of guaranteeing the maintenance and the timely and satisfactory completion of the required work in accordance with the approved Sediment Control Plan(s) and the approved plan(s) duly stamped and approved by the Director of Public Works, and maintained on file with the Department of Public Works. All such plan(s) are incorporated herein by reference and are made a part hereof.



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5. A Grading Permit is required before grading work can commence; and in order to obtain a Grading Permit, the said Party of the First Part has submitted for approval an information statement, plans and specifications. This Permit is issued by the Department of Public Works. A condition of both the Grading Permit and this Agreement is compliance by the Party of the First Part with the provisions of the St. Mary's County Stormwater Management, Grading, Erosion and Sediment Control Ordinance, No. 13-18, as amended from time to time, applicable to the work guaranteed by this Agreement.

6. Compliance with the material testing and inspection procedures as outlined within the St. Mary's County Subdivision Road Construction and Inspection Procedures is required. Failure to comply, once work has begun, shall result in revocation of any and all approvals granted to the Party of the First Part or his assigns by way of this Agreement, and the approvals may be suspended by the Director of Public Works until a new Agreement is executed incorporating therein any changes, increased guarantee or conditions as may be required by the St. Mary's County Commissioners, acting in the public interest.

7. Should the required work not be started and diligently pursued within one (1) year after execution of this Agreement, it is herein stipulated that any approvals granted to the Party of the First Part or his assigns, guaranteed by this Agreement, may be suspended by the Director of Public Works until a new Agreement, as outlined above, has been executed.

8. The Party of the First Part, in addition to recovery against it under the guarantee shall, nevertheless, remain liable to St. Mary's County, Maryland, for such additional costs as may necessarily be incurred in order to complete the required work herein described in accordance with the Grading Permit.

Nothing herein shall be construed to waive the right of the County to maintain a suit against the Party of the First Part and/or surety on the indemnity bond nor to assign the right to recover the indemnity herein provided in whole or in part.

WITNESS this seal and signature of \_\_\_\_\_, Party of the First Part.

ATTEST:

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

\_\_\_\_\_

TITLE: \_\_\_\_\_

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STATE OF MARYLAND, ST. MARY'S COUNTY, TO WIT:

I, HEREBY, CERTIFY that on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before the subscribed, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared \_\_\_\_\_ (PRINCIPAL), who acknowledged himself to be \_\_\_\_\_ (TITLE), and that he, as such, being authorized to do so, acknowledged the foregoing Agreement to be the act of said Principal.

Witness my hand and Notarial Seal.

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

My Commission Expires \_\_\_\_\_.

The \_\_\_\_\_ Company, Bond No. / LOC NO. \_\_\_\_\_ is recognized and identified as being part of the Grading Agreement between \_\_\_\_\_ and "The Commissioners of St. Mary's County, Maryland", said Agreement being dated \_\_\_\_\_, 20\_\_\_\_.

SURETY COMPANY

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

WITNESS, also, the signature of ST. MARY'S COUNTY, MARYLAND, a body corporate and public of the State of Maryland, by the hand of John Deatrick, Director of Public Works for St. Mary's County, Maryland.

RECOMMENDED BY: ST. MARY'S COUNTY  
DEPARTMENT OF PUBLIC WORKS

\_\_\_\_\_  
Merrilynn Lawrence, Development  
Review Coordinator  
***Deputy Director of Public Works &  
Transportation***

BY: \_\_\_\_\_  
John Deatrick, P.E., AICP, LEED BD+C  
***Director of Public Works & Transportation***

BOND NO.: \_\_\_\_\_

SURETY CO.: \_\_\_\_\_

EXPIRATION DATE: \_\_\_\_\_