ST. MARY'S COUNTY, MARYLAND

PUBLIC WORKS AGREEMENT
FOR CONTINUED MAINTENANCE AND REPAIR

THIS PUBLIC WORKS AGREEMENT made this _____ day of _____, 19 ___, by and between._____, a body corporate of the State of _ Maryland _____, Party of the First Part, and the BOARD OF COUNTY COMMISSIONERS FOR ST. MARY'S COUNTY, MARYLAND, a body corporate and public of the State of Maryland, Party of the Second Part, WITNESSETH that:

WHEREAS, an approved subdivision plat of the Subdivision entitled: _____, appears on record in the Plat Records of St. Mary's County, Maryland, in Plat Book Number _____, at Page _____, and is in the _____, (_____) Election District of St. Mary's County, Maryland.

WHEREAS, it is a requirement of the Regulations relating to the Control of Land Subdivision of St. Mary's County that a guarantee be furnished by the subdivider to complete all improvements required by the Regulations precedent to the approval of the final plat by the Planning Commission, namely; evidence of financial responsibility in the form of a surety bond to protect the County and the residents thereof from the costs of failure to complete in the required manner the necessary improvements; and

WHEREAS, it is the purpose of this Agreement to guarantee completion of all required public improvements in said subdivision and to repair and maintain same for the specified period of this Agreement according to the provisions of the Subdivision Regulations of St. Mary's County, and as shown on plat (s) attached hereto and as otherwise specified herein; and

WHEREAS, the Party of the First Part has agreed to complete the construction of said public improvements in accordance with the specifications and plans entitled _____approved _____, and for the purpose of guaranteeing the timely and satisfactory completion of the said public improvements and the continued maintenance and repair thereof for the period specified herein in accordance with this Agreement and the approved and recorded plat or plats, as appropriate, of said subdivision, as well as the approved road profiles, cross sections and storm drainage plans, the same being duly stamped and approved by the Public Works Director and maintained on file with the Department of Public Works, all such plats, plans, profiles and cross sections being incorporated herein by reference and made a part hereof.

WHEREAS, a condition of this Agreement is compliance by _____ with the maintenance and repair provision of Section 7 of the St. Mary's County Road Ordinance. - _____shall provide surety to the County in the amount of $_____ insure that the roads within said subdivision described herein are properly repaired and maintained by _____ during the term of this

Agreement.

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The Party of the First Part herewith furnishes a surety bond in the amount of ____ _____ Dollars ($_____), which said token of financial responsibility shall be returned to the Party of the First Part if and when the required maintenance and repair of all road improvements are satisfactorily and timely completed by the Party of the First Part; but, in the event said maintenance and repair of said improvements are not so completed, said guarantee shall indemnify the County against loss or expense incurred by reason of the failure of the Party of the First Part to complete said maintenance and repair of improvements as by this Agreement required. In no event shall the liability of the issuer of the surety exceed the face amount of the surety. Such liability shall not extend beyond the termination date set forth in the surety. The term of this Agreement shall extend for a requisite period of five (5) years the date of this Agreement.

THEREFORE, IT IS UNDERSTOOD AND AGREED by the parties hereto that it is the condition of the guarantee securing this Agreement that if the Party of the First Part fully and properly performs all of the maintenance and repair required by the Party of the Second Part within the date specified, then the guarantee shall then and there expire and the said parties shall be released from this Agreement, but should the Party of the First Part fail to perform the required maintenance and repair within the time specified herein and in accordance with the above-described plans and specifications, or fail to take appropriate and effective corrective action within thirty (30) days after written notification by the County of noncompliance with specified engineering requirements during the maintenance and repair of the said improvements, or otherwise fail to perform this Agreement as herein set forth, then the Party of the Second Part shall have the right to require indemnification as to loss or expense incurred by the County by reason of the failure of the Party of the First Part to perform this Agreement.

IT IS FURTHER AGREED THAT, in the event of default by the developer in performance of this Agreement, the County shall give the developer and his surety, if any, written notification of said default, and the surety shall, within thirty (30) days of such notice, elect in writing: (a) to complete the required public maintenance and repairs of all improvements in conformance with the original plans and specifications and requirements of The Party of the Second Part within such reasonable period as the County may specify; or (b) indemnify the County against loss or expense arising out of the failure of the Principal to complete said maintenance and repair of said improvements as required by the terms of this Agreement. If there is no surety, or if the surety fails to take the required corrective action, in addition to a cause of action against the surety, it is hereby stipulated that in addition to any and all other remedies, any construction or conveyance privileges granted to the subdivider or his assigns in way of the improvements guaranteed by this Agreement or future agreements within the _____development may be suspended by the

Order of the County Commissioners as may be necessary to protect the public interest in the premises pending completion of the required improvements. In no event shall the liability of the issuer of the Letter of Credit exceed the face amount of the Letter of Credit. Such liability shall not extend beyond the termination date set forth in the Letter of Credit.

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IT IS AGREED THAT during the time period of this agreement the Party of the Second Part may from time to time notify the Party of the First Part, in writing to its last known address, of any and all maintenance and repair requirements as reasonably determined by the Party of The Second Part for the improvements which are to be maintained and repaired by The Party of the First Part and its surety. The Party of the First Part hereby agrees and covenants, together with its Surety, that said specified maintenance and repair shall be promptly completed, after notification, to the reasonable satisfaction of the Party of the Second Part as a continuing requirement of this agreement.

The Party of the First Part acknowledges that a road construction permit is required before road work can commence. This permit is issued by the Department of Public Works. A condition of both the permit and this Public Works Agreement is compliance by the Party of the First Part to the provisions of the St. Mary's County Road Ordinance, No. 76-7, as amended from time to time, applicable to improvements contemplated by this Agreement. Specific reference is made to Section 7 of the Road Ordinance (Construction and Maintenance Requirements).

FURTHER, should the required maintenance and repair of improvements not be started and diligently pursued during the term of this Agreement as required by the Party of the Second Part, it is herein stipulated that in addition to any and all other remedies, any construction or conveyance privileges granted to the subdivider or his assigns in way of the improvements, guaranteed by this Agreement may be suspended by Order of the County Commissioners until a new Agreement shall be executed incorporating therein any changes, increased guarantees or conditions as may be required by the County Commissioners acting in the public interest.

Additionally, a condition of this Agreement is compliance with the maintenance provisions of Section 7 of the Road Ordinance. Failure to adhere to the maintenance provisions of the Road Ordinance during the five (5) year period of this agreement shall likewise result in revocation of all construction and conveyance privileges granted to the subdivider or his assigns by way of this Agreement and these privileges may likewise be suspended by Order of the County Commissioners until a new Agreement as outlined above has been executed.

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FURTHER, the Party of the First Part in addition to recovery against it under the guarantee or surety shall, nevertheless, remain liable to St. Mary's County, Maryland, for such additional costs and expense as may necessarily be incurred in order to complete the required maintenance and repair of improvements herein described in accordance with the applicable plans and specifications;

AND the Party of the First Part, in and by virtue of the aforementioned deed, undertakes to convey to St. Mary's County, Maryland, its successors and/or assigns, the following described parcels of land in the said subdivision.

(NOTE: Herein shall be included the names and description of the affected streets and drainage easements.)

_____

_____

_____

_____

All of the above being as shown on the record plat entitled:

_____

recorded among the Land Records of St. Mary's County, Maryland, in Plat Book _____, at Page _____.

Being part of the lands conveyed by _____to _ _____._____ by deed dated _____and recorded among the Land Records of St. Mary's County, Maryland, in Liber No. _____,_Folio No. _____.

NOTHING herein shall be construed to waive the right of the County to maintain a suit against the Principal(s) and/or Surety on the indemnity bond nor to assign the right to recover the indemnity herein provided in whole or in part. All rights and remedies are cumulative and not exclusive. All recitals herein are a part of the Agreement.

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WITNESS the seal and signature of _____, PRINCIPAL who represents and warrants his/her authority to sign This Agreement on behalf of the Party of the First Part.

ATTEST: By:_____

_____ Title:_____

WITNESS, also, the signature of St. Mary's County, Maryland, a body corporate and public of the State of Maryland, by the hand of **Julie B. Randall, President, Board of County Commissioners for St. Mary's County, Maryland.**

ATTEST: Board of County Commissioners for
St. Mary's County, Maryland

_____ By:_____
Julie B. Randall, President

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

I HEREBY CERTIFY that on this _____ day of _____, 19_____, before the subscribed, a Notary Public of the State of Maryland, in and for St. Mary's County, personally appeared _____, (PRINCIPAL), who acknowledged

himself to be_____, (Title), and that he, as such, being authorized to do so, acknowledged the aforegoing Agreement to be the act of said Principal.

AS WITNESS my hand and Seal Notarial.

_____(Seal)
Notary Public

My Commission Expires _____.

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

I HEREBY CERTIFY that on this _____ day of _____, 19_____, before the subscribed, a Notary Public of the State of Maryland, in and for St. Mary's County, personally appeared **Julie B. Randall** (Principal), who acknowledged herself to be **PRESIDENT** of the Board of County Commissioners for St. Mary's County (Title), and that she, as such, being authorized to do so, acknowledged the aforegoing Agreement to be the act of said Principal.

AS WITNESS my hand and Seal Notarial.

_____(Seal)
Notary Public

My Commission Expires _____.

The _____ Company, FDIC NO. _____, Bond / Letter of Credit No. _____, is recognized and identified as being part of the Public Works Agreement between _____and St. Mary's County, Maryland, said Agreement being dated _____.

SURETY COMPANY

_____

By:_____

_

Title:_____

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