

THIS EASEMENT AGREEMENT, Made this 24th day of August  
1997, by and between Arthur & Dorothy Puchetti

GRANTOR(S), and ST. MARY'S COUNTY METROPOLITAN COMMISSION, a body politic and corporate, GRANTEE, WITNESSETH:

WHEREAS, GRANTOR(S) (IS) (ARE) the owner(s) of a tract or parcel of land situate in the Second Election district of St. Mary's County, known and described as Lots 1 & 2, P25 & Outlot, of 2nd Election District, recorded among the Land Records of St. Mary's County, Maryland in Liber CBG 119 DEK173, Folio 130 and 2:56PM10/03/89A RECORD 474 \$0.00

WHEREAS, GRANTOR(S) desire(s) to participate in the Piney Point Sewerage System Program, in Piney Point Sanitary District No. 5, which participation requires the granting of an easement by the GRANTOR(S) for the construction of a pressure sewer facility to provide needed sewer service to the property of the GRANTOR(S). 2:56PM10/03/89A RECORD 474 \$0.00

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00), the receipt of which is hereby acknowledged, and in consideration of the mutual benefits and promises herein, the GRANTOR(S) do (es) hereby grant unto the said St. Mary's County Metropolitan Commission, its successors and assigns, the right to construct, operate, maintain, repair, inspect and remove and replace a sewage system consisting of a pressure sewer, sewage grinder pump and all necessary appurtenances thereto, upon, under and across the aforesaid lot or lots of the GRANTOR(S). The general location of pressure sewer, sewage grinder pump upon the property aforesaid, subject to change necessitated by conditions encountered during construction, is as shown on the drawing attached hereto and made a part hereof.

The said right and easement is granted subject to the following conditions:

1. All equipment, facilities and appurtenances installed as aforesaid shall be and remain the property of the GRANTEE.
2. GRANTOR(S) shall be responsible, at (GRANTOR'S(S) expenses, for (1) construction and maintenance of the building sewer line for the conveyance of sewage from the dwelling to the sewage grinder pump, and (2) the installation and maintenance of adequate electric service from within the dwelling to the sewage grinder pump, said building sewer line and electric service to be constructed and the connections made in accordance with all applicable specifications, regulations, permit or permits, and subject to the approval of the GRANTEE.
3. Upon completion of construction, maintenance, repair or replacement, GRANTEE shall restore the area to a condition not inferior to that existing prior to beginning the work.
4. GRANTOR(S) shall not erect any building or similar structure over the pressure sewer line or sewage grinder pump; otherwise, GRANTOR(S) may use said property in any manner and for any purpose which will not interfere with the rights hereby granted.

5. GRANTEE shall save the GRANTOR(S) harmless from any and all liability caused by the said GRANTEE, or its agents, in the exercise of the rights granted herein.

WITNESS the due execution hereof.

Arthur Puchetti  
Arthur Puchetti

[Signature]

Dorothy Puchetti  
Dorothy Puchetti

[Signature]

ATTEST:  
Steven L. King  
Steven L. King, Secretary.

ST. MARY'S COUNTY METROPOLITAN COMMISSION.  
By: [Signature] (SEAL)

STATE OF MARYLAND, County of ST. MARY'S, to-wit:

I HEREBY CERTIFY, That on this 29th day of August, 1989, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Arthur + Dorothy Puchetti, the Grantor(s) named in the foregoing instrument and acknowledged it to be (his) (her) (their) act.

AS WITNESS my hand and Notarial Seal.  
My Commission Expires: 7/1/90 Lillian G. Bryan  
Notary Public

STATE OF \_\_\_\_\_, County of \_\_\_\_\_, to-wit:

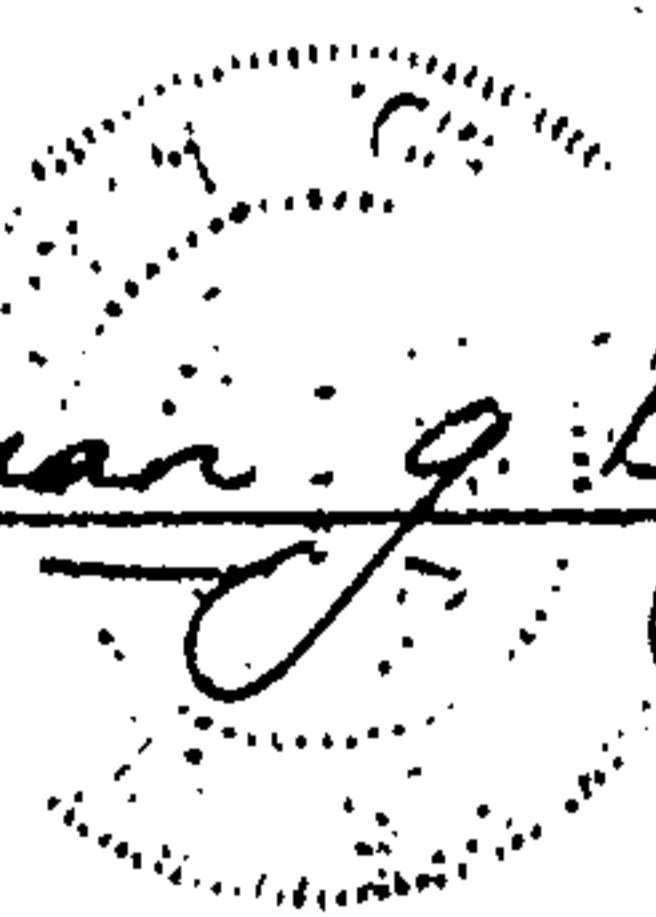
I HEREBY CERTIFY, That on this \_\_\_\_\_ day of \_\_\_\_\_, 198\_\_\_\_, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared \_\_\_\_\_, the Grantor(s) named in the foregoing instrument and acknowledged it to be (his) (her) (their) act.

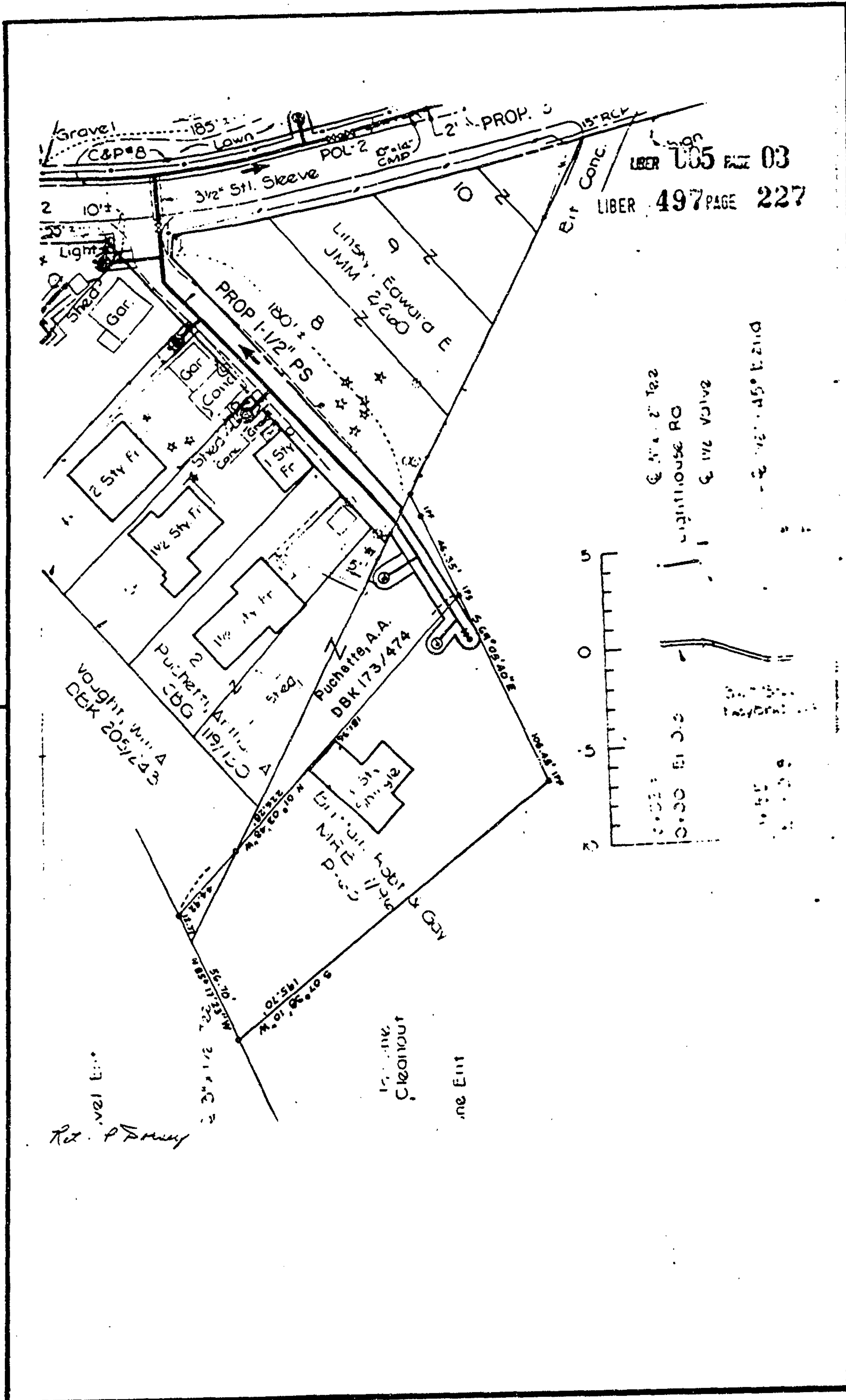
AS WITNESS my hand and Notarial Seal.  
My Commission Expires: \_\_\_\_\_ Notary Public

STATE OF MARYLAND, County of St. Mary's, to-wit:

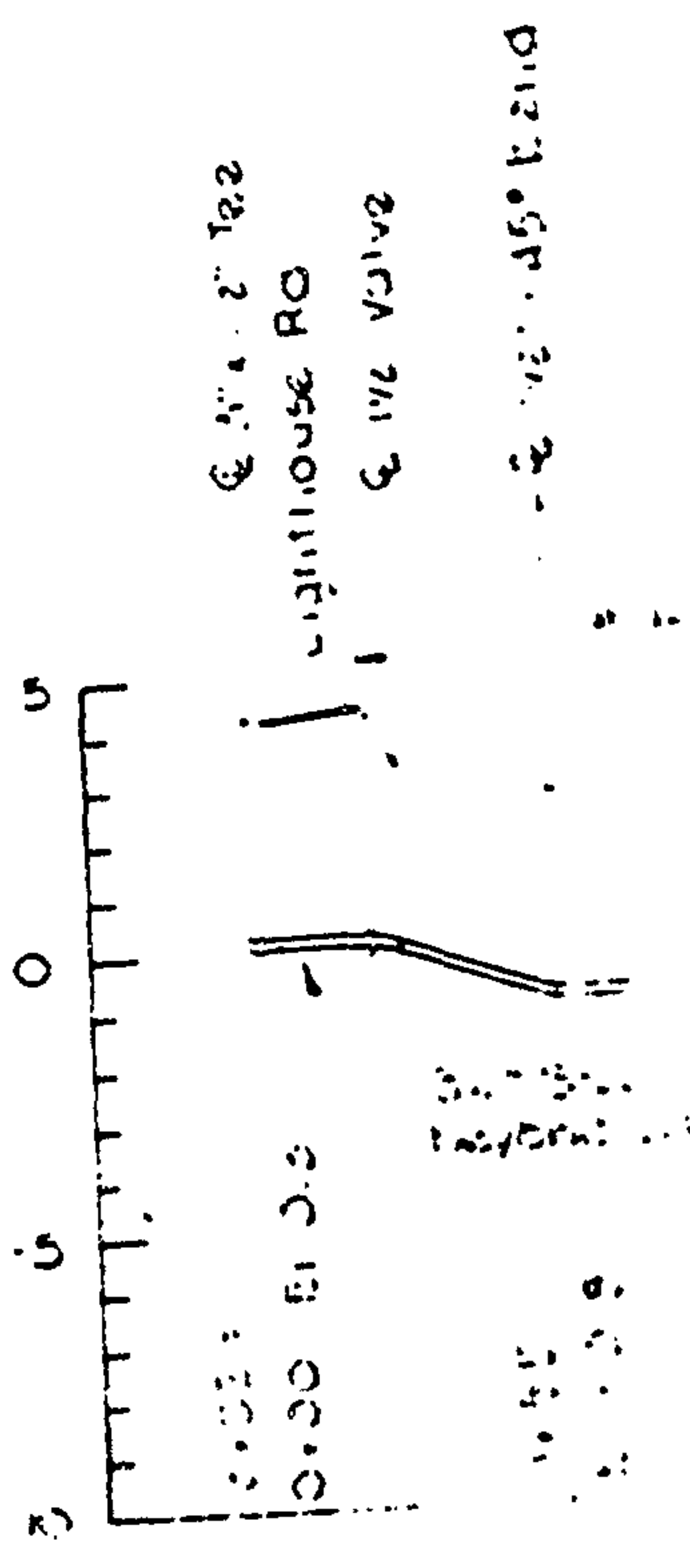
I HEREBY CERTIFY, That on this 5th day of September, 1989, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared LARRY K. PETTY, who acknowledged himself to be DIRECTOR of St. Mary's County Metropolitan Commission, a body politic and corporate, and that he, as such DIRECTOR, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the St. Mary's County Metropolitan Commission by himself as

Witness my hand and Notarial Seal.  
My Commission Expires: 7/1/90 Lillian G. Bryan





LIBER 605 PAGE 03  
LIBER 497 PAGE 227



Ret. P. Army

Returned: P. H. D. III

OCT 03 1989

MARY R. BELL, CLERK

THIS EASEMENT AGREEMENT, Made this 29th day of August  
1997, by and between Robert & Gay Brittain

GRANTOR(S), and ST. MARY'S COUNTY METROPOLITAN COMMISSION, a body politic and corporate, GRANTEE, WITNESSETH:

WHEREAS, GRANTOR(S) (IS) (ARE) the owner(s) of a tract or parcel of land situate in the Second Election district of St. Mary's County, known and described as Piney Point Parcel 63, of 2nd Election District recorded among the Land Records of St. Mary's County, Maryland in Liber MRB7, Folio 96  
and 2:56PM10/03/89A RECORD \$0.00

WHEREAS, GRANTOR(S) desire(s) to participate in the Piney Point Sewerage System Program, in Piney Point Sanitary District No. 5, which participation requires the granting of an easement by the GRANTOR(S) for the construction of a pressure sewer facility to provide needed sewer service to the property of the GRANTOR(S). 2:56PM10/03/89A MECIM \$0.00

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00), the receipt of which is hereby acknowledged, and in consideration of the mutual benefits and promises herein, the GRANTOR(S) do (es) hereby grant unto the said St. Mary's County Metropolitan Commission, its successors and assigns, the right to construct, operate, maintain, repair, inspect and remove and replace a sewage system consisting of a pressure sewer, sewage grinder pump and all necessary appurtenances thereto, upon, under and across the aforesaid lot or lots of the GRANTOR(S). The general location of pressure sewer, sewage grinder pump upon the property aforesaid, subject to change necessitated by conditions encountered during construction, is as shown on the drawing attached hereto and made a part hereof.

The said right and easement is granted subject to the following conditions:

1. All equipment, facilities and appurtenances installed as aforesaid shall be and remain the property of the GRANTEE.
2. GRANTOR(S) shall be responsible, at (GRANTOR'S(S) expenses, for (1) construction and maintenance of the building sewer line for the conveyance of sewage from the dwelling to the sewage grinder pump, and (2) the installation and maintenance of adequate electric service from within the dwelling to the sewage grinder pump, said building sewer line and electric service to be constructed and the connections made in accordance with all applicable specifications, regulations, permit or permits, and subject to the approval of the GRANTEE.
3. Upon completion of construction, maintenance, repair or replacement, GRANTEE shall restore the area to a condition not inferior to that existing prior to beginning the work.
4. GRANTOR(S) shall not erect any building or similar structure over the pressure sewer line or sewage grinder pump; otherwise, GRANTOR(S) may use said property in any manner and for any purpose which will not interfere with the rights hereby granted.

5. GRANTEE shall save the GRANTOR(S) harmless from any and all liability caused by the said GRANTEE, or its agents, in the exercise of the rights granted herein.

WITNESS the due execution hereof.

Robert Brittain  
Robert Brittain

Gay Brittain  
Gay Brittain

ATTEST:  
Steven L. King  
Steven L. King, Secretary.

Robert E. Jordan

Robert E. Jordan

ST. MARY'S COUNTY METROPOLITAN COMMISSION

By: [Signature] (SEAL)

STATE OF MARYLAND, County of ST. MARY'S, to-wit:

I HEREBY CERTIFY, That on this 29th day of AUGUST, 1989, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Robert T. Gay Brittain, the Grantor(s) named in the foregoing instrument and acknowledged it to be (his) (her) (their) act.

AS WITNESS my hand and Notarial Seal.  
My Commission Expires: 7/1/90 Lillian G. Bryan  
Notary Public.

STATE OF \_\_\_\_\_, County of \_\_\_\_\_, to-wit:

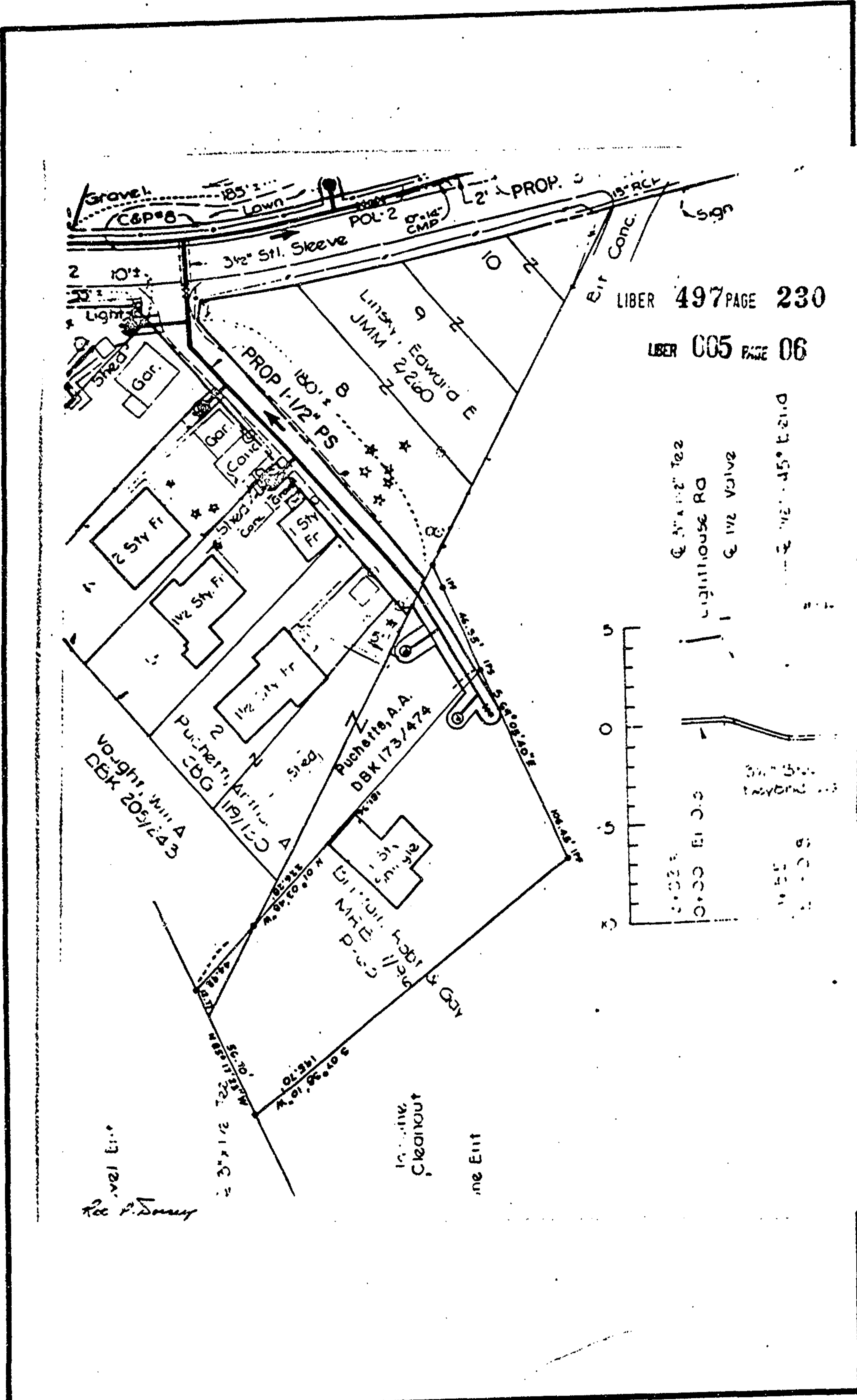
I HEREBY CERTIFY, That on this \_\_\_\_\_ day of \_\_\_\_\_, 198\_\_\_\_, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared \_\_\_\_\_, the Grantor(s) named in the foregoing instrument and acknowledged it to be (his) (her) (their) act.

AS WITNESS my hand and Notarial Seal.  
My Commission Expires: \_\_\_\_\_ Notary Public

STATE OF MARYLAND, County of St. Mary's, to-wit:

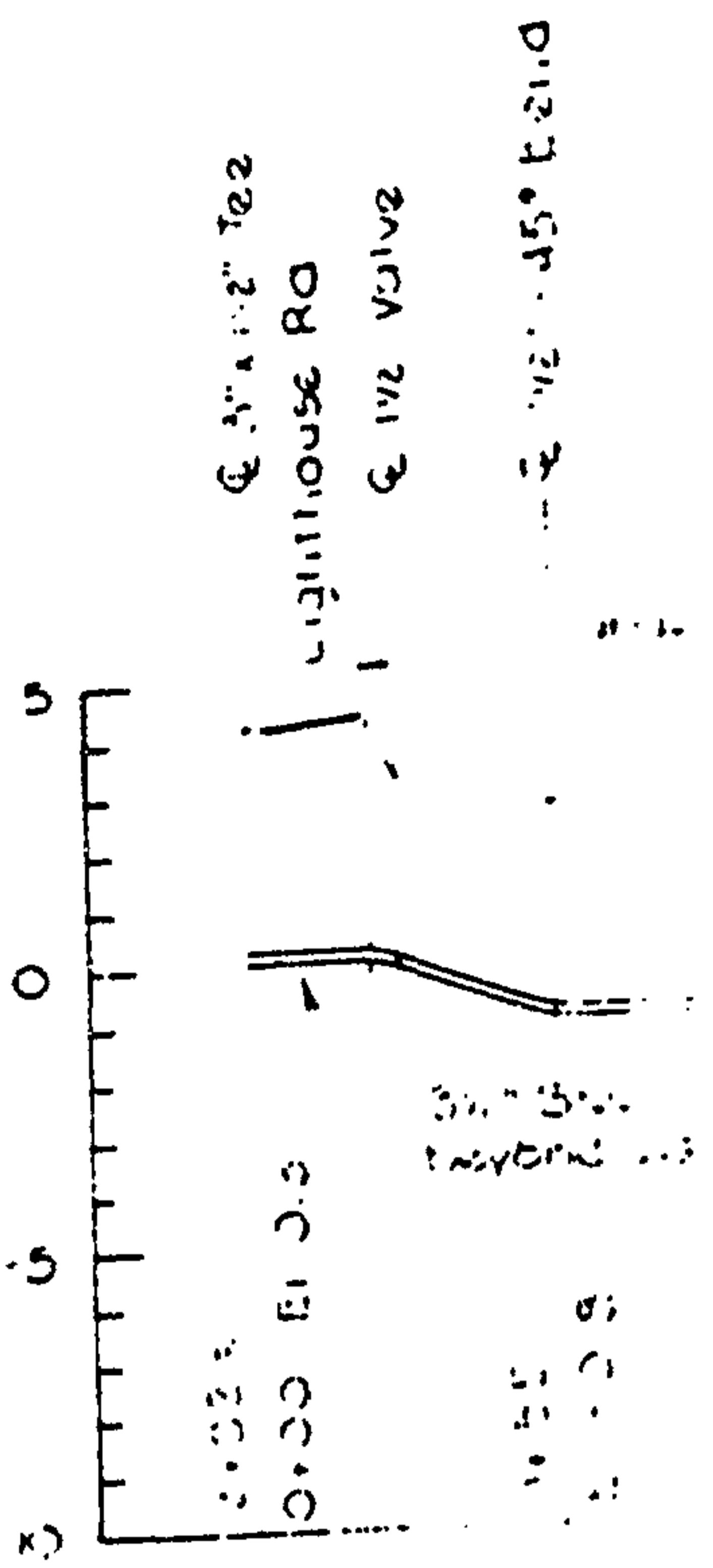
I HEREBY CERTIFY, That on this 5th day of September, 1989, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared LARRY K. PETTY, who acknowledged himself to be DIRECTOR of St. Mary's County Metropolitan Commission, a body politic and corporate, and that he, as such DIRECTOR, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the St. Mary's County Metropolitan Commission by himself as

Witness my hand and Notarial Seal.  
My Commission Expires: 7/1/90 Lillian G. Bryan



LIBER 497 PAGE 230

LIBER 005 PAGE 06



Rec. P. Downey

Returned: P. H. P. III

OCT 03 1989 MARY R. BELL, CLERK

PUBLIC WORKS AGREEMENT

THIS AGREEMENT by and between the ST. MARY'S COUNTY METROPOLITAN COMMISSION, hereinafter the "Commission" and Foxchase Village Associates Limited Partnership

hereinafter the "Developer".

WHEREAS, the Commission is responsible for all water and sewerage projects and in the

Sanitary District, and,

2:56PM10/03/89A RECORD

\$0.00

WHEREAS, the Developer is developing certain real property within the said Sanitary District known and described as Foxchase Village Apartments

and,

2:56PM10/03/89A RECORD

\$0.00

WHEREAS, the Developer, whether by requirement of the County or by choice desires to construct central sewerage and water facilities, hereinafter the "facilities", to serve the aforementioned property, and,

WHEREAS, the Developer seeks the approval of the Commission for the construction of such facilities, and,

WHEREAS, the Concept Plan for the aforementioned development has been submitted to and approved by the Board of County Commissioners of St. Mary's County or their duly appointed agent.

NOW THEREFORE, in consideration of the premises and of the mutual covenants and agreements herein, it is agreed by the parties as follows:

FIRST: The Developer shall design the facilities in accordance with the St. Mary's County Standard Specifications for Water and Sewerage Construction, the Comprehensive Water and Sewerage Plan for St. Mary's County and any other rules, regulations, directives or special instructions issued by the Commission or the State and Federal Governments.

SECOND: The Developer shall submit a statement to be included as Exhibit A and/or B of this document, setting forth a proposed phasing for the construction of the facilities and a proposed schedule of completion for said phase or phases, said statement to be subject to the approval of the

Commission. The Developer shall also submit an itemized engineer's estimate of the total cost to complete the facilities for each phase of the development as it occurs, such estimates also being subject to the approval of the Commission.

THIRD: On or before the signing of this Agreement by the parties, the Developer shall furnish a bond or bonds, the form and the surety or sureties thereof to be as approved by the Commission. Said bond shall be payable to the Commission, its successors and assigns in a sum equal to the aforesaid engineering estimate for the cost of constructing the facilities, plus ten percent for contingencies, or the amount of the contract prices, whichever is higher, conditioned that the Developer shall well and truly perform and fulfill the covenants, conditions, stipulations and terms of this Agreement, such bond or bonds to be and remain in force until such time as the warrantee period on the completed facilities expires; it being understood that bonding may be accomplished incrementally in accordance with the phases and schedule established under paragraph SECOND above; it being further understood that alternatives to bonding, such as irrevocable letters of credit or irrevocable commitments of funds may be approved by the Commission.

FOURTH: The Developer shall pay to the Commission the following fees:

Review Fee \$ 2,680 based upon \$ 20 per residential lot, and \$ N/A per commercial lot payable upon execution of this agreement.

Inspection Fee \$ 1,978.31 based upon 3% of construction estimate payable upon execution of this Agreement.

Said amount shall be placed in an account by the Commission and shall be drawn upon from time to time to reimburse the Commission for the direct and indirect cost of said inspection service, and if said cost is less than the inspection fee initially collected, the remaining balance shall be returned to the developer or, if the final total inspection cost is more than the inspection fee initially collected, the



phases have been approved and accepted by the Commission.

SIXTH: The Developer shall construct the facilities in accordance with final plans and specifications, and any amendments thereto, submitted to and approved by the Commission. Further, no work in connection with the construction of the facilities shall be commenced prior to the time the Commission has approved said final plans and specifications and the Developer has applied for and secured from the Commission a permit authorizing such construction. Within sixty days after the construction of any phase is completed, a complete set of "As-Built" drawings shall be submitted to the Commission.

SEVENTH: The Developer shall make available the property being improved to any duly authorized representative of the Commission at all reasonable times for the purpose of inspecting the construction of the facilities.

EIGHTH: Upon completion and acceptance by the Commission of the facilities as set forth in paragraph SECOND above, the Developer when requested so to do by the Commission, agrees to convey all of the facilities with the appropriate sites, easements, and rights-of-way to the Commission for the nominal sum of One Dollar (\$1.00) and to provide all documentation and assurances of title as are requested by the Commission in connection with said proposed conveyances.

NINTH: No premises within the project to be connected to the facilities shall be occupied or used for any purpose whether or not sold by the Developer to others, unless and until such time as the facilities have been completed in accordance with the aforesaid plans, specifications and schedule and have been inspected, approved and accepted by the Commission and the Developer so notified in writing by the Commission.

TENTH: In the event of a dispute between the parties as to the subject matter of this Agreement, the dispute can be submitted to arbitration if the parties hereto mutually agree, or in a court of competent jurisdiction within the State of Maryland and St. Mary's County.

ELEVENTH: This Agreement shall be binding on and insure

developer shall pay to the Commission the difference. The Commission may, at it's option, elect to have the responsibility for construction inspection and assurance that all work is performed in accordance with the approved plans and specifications remain with the developer and, accordingly, no fee will be charged. In this latter case, upon the project's completion, the developer shall provide to the Commission a Project Completed Certification, Attachment (C), signed by a professional engineer registered in the State of Maryland.

Connection Charges \$ 787.76 based upon \$ 98.47 per connection payable upon execution of this Agreement.

Debt Service Charge \$ 558.33 per month based upon 6,700 front feet at \$ .40(W) 1.70(S) front foot/year payment beginning at the time capacity allocation made or service available, whichever occurs first.

Service Charge \$ 2,162.76 per month based upon \$ 7.41(W) + 8.73(S) per month per EDU beginning when service is utilized. This Service Charge reflects the currently approved rate and is subject to change.

Water Supply Fee \$ N/A per EDU for developments without supply (wells) that utilize the public water system payable at the time a connection permit is issued or when the original developer sells the lot(s) whichever occurs first.

Water Storage Fee \$ N/A per EDU. For developments without storage facilities that utilize the public water system payable at the time a connection permit is issued or when the original developer sells the lot(s), whichever occurs first.

FIFTH: The Developer shall construct all of the facilities set forth in Exhibit A and/or B of this document, according to the schedule and in the phase or phases of construction indicated therein, and that in the case of multi-phased projects, no phase beyond the first shall be commenced, until the facilities constructed under all previous

to the benefit of the heirs, successors, personal representatives and assigns of the parties hereto.

TWELFTH: The Developer shall warrantee all mechanical, electrical and control facilities for a period of twelve months and all earthwork for a period of eighteen months after they have been conveyed to the Commission. Failure of any of the facilities to perform properly or meet the conditions of paragraph FIRST shall be corrected as soon as possible after notification by the Commission. Failure of facilities to perform due to neglect or misuse by the Commission will void appropriate portion of the warrantees. The warrantees shall cover the cost of labor, equipment, and materials needed to correct any problems with said facilities.

WITNESS the hands and seals of the parties hereto, this 17<sup>th</sup> day of August, 1989

ATTEST: ST. MARY'S COUNTY METROPOLITAN COMMISSION  
By Lewis G. Raley  
Secretary Chairman

ATTEST: DEVELOPERS/PROPERTY OWNERS  
By Foxchase Village Associates Limited Partnership  
N. Stephen Stavrou  
Assistant Secretary  
By Harkins Associates Inc. General Partner  
By James A. Brown, Jr. Mortgagor  
Vice President

STATE OF MARYLAND, COUNTY OF ST. MARY'S, to wit:

I HEREBY CERTIFY that on this 21<sup>st</sup> day of September 1989 before me, a Notary Public in and for the County of St. Mary's aforesaid, personally appeared LEWIS G. RALEY Chairman of the St. Mary's County Metropolitan Commission, and on behalf of said Commission did acknowledge the foregoing instrument to be the act and deed of the St. Mary's County Metropolitan Commission.

WITNESS my hand and Notarial Seal.

Lillian G. Bryan  
Notary Public

STATE OF MARYLAND  
COUNTY OF MONTGOMERY, to wit:

I HEREBY CERTIFY that on this 11<sup>th</sup> day of September, 1989

before me, the subscriber, a Notary Public in the county  
aforesaid, personally appeared *James A. Brown, Jr.*  
and that he/they acknowledged the foregoing Public Works  
Agreement to be his/their act.

WITNESS my hand and Notarial Seal.

*Trinity R. Baird*  
Notary Public

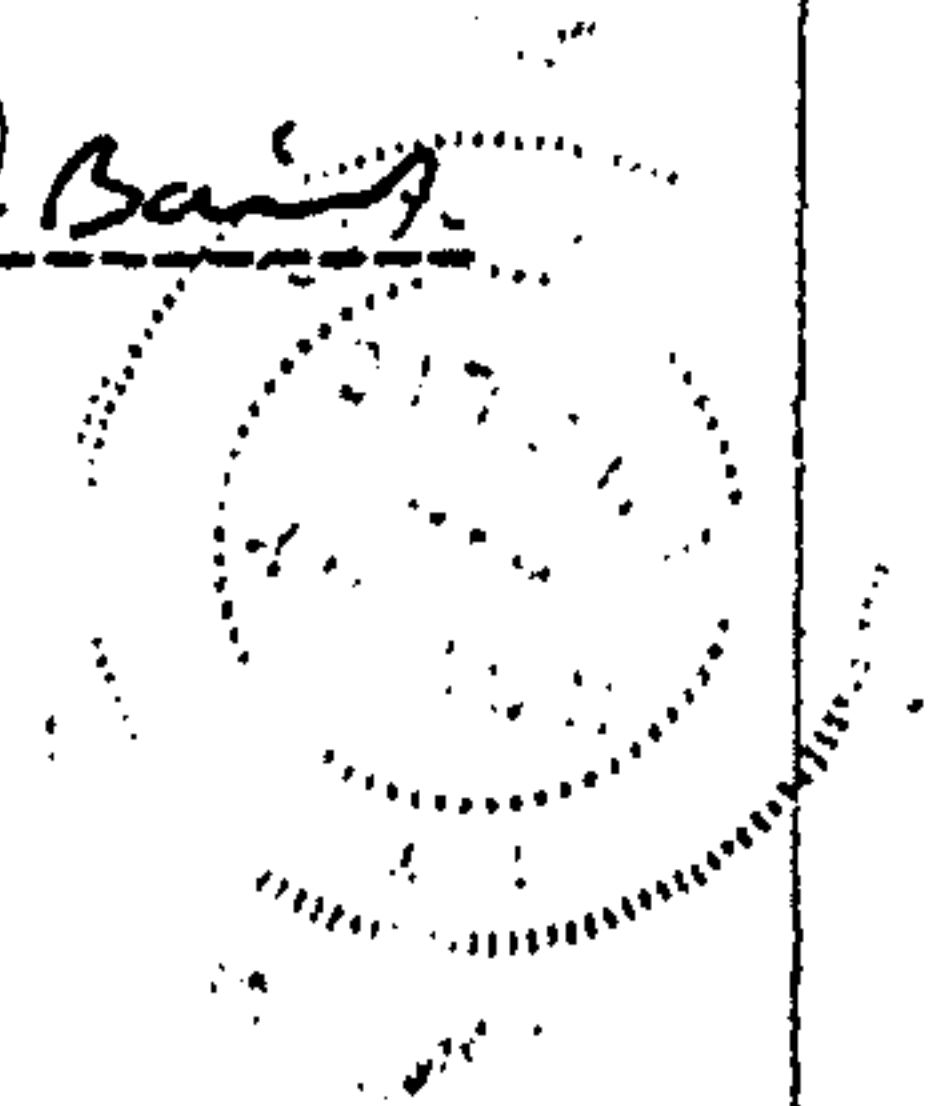


EXHIBIT A  
STATEMENT OF  
PROPOSED WATER FACILITIES  
AND PHASING

PROJECT NAME: Foxchase Village TOTAL NO. OF PHASES: 1  
DEVELOPER: Foxchase Village Associates Limited Partnership

PHASE 1

PLAT REF: Foxchase Village # OF LOTS TO BE SERVED: 134

PROJECTED CONST. START DATE: 9/15/89

PROJECTED CONST. COMPLETION DATE: 9/15/90

FACILITIES TO BE CONSTRUCTED\*: water distribution system  
and water service lines to serve 134 apartment units

COMMISSION PARTICIPATION\*\* N/A

PHASE II

PLAT REF: N/A # OF LOTS TO BE SERVED: N/A

PROJECTED CONST. START DATE: N/A

PROJECTED CONST. COMPLETION DATE: N/A

FACILITIES TO BE CONSTRUCTED\*: N/A

COMMISSION PARTICIPATION\*\* N/A

PHASE III

PLAT REF: N/A # OF LOTS TO BE SERVED: N/A

PROJECTED CONST. START DATE: N/A

PROJECTED CONST. COMPLETION DATE: N/A

FACILITIES TO BE CONSTRUCTED: N/A

COMMISSION PARTICIPATION\*\* N/A

(INDICATE ADDITIONAL PHASES ON SEPERATE SHEETS AS NECESSARY)

\* The facilities listed also include FOR WATER PUMPING STATIONS: wells, pumps, controls, generators, chlorinators, compressors, meters, valves, interior and exterior piping and appurtenances, together with all sites on which they are situate and 20' access to the same; FOR WATER STORAGE TANKS: Elevated storage tanks, standpipes, ground storage tanks, hydropneumatic tanks and surge tanks as required by the Commission, together with all sites on which they are situate and 20' access to the same; FOR DISTRIBUTION SYSTEMS: mains, fire hydrants, valves and valve boxes, fittings, blow offs, water house connections, water house service lines, curb

stops, curb stop boxes, water meter settings and appurtenances, together with 20' permanent easements over the same for maintenance and modification of and connection to these facilities; along with any and all other facilities or appurtenances which in any way could be construed as part of the water system.

AA In the event the Commission is to participate in the cost of construction, payment of the Commission's share will be made in increments consistent with the work in place.

Commission:     ZM      
(Initials)

Developer:     J      
(Initials)

EXHIBIT B  
STATEMENT OF  
PROPOSED WATER FACILITIES  
AND PHASING

PROJECT NAME: Foxchase Village TOTAL NO. OF PHASES: 1  
DEVELOPER: Foxchase Village Associates Limited Partnership

PHASE I

PLAT REF: N/A # OF LOTS TO BE SERVED: N/A  
PROJECTED CONST. START DATE: N/A  
PROJECTED CONST. COMPLETION DATE: N/A  
FACILITIES TO BE CONSTRUCTED\*: N/A

COMMISSION PARTICIPATION\*\* N/A

PHASE II

PLAT REF: N/A # OF LOTS TO BE SERVED: N/A  
PROJECTED CONST. START DATE: N/A  
PROJECTED CONST. COMPLETION DATE: N/A  
FACILITIES TO BE CONSTRUCTED\*: N/A

COMMISSION PARTICIPATION\*\* N/A

PHASE III

PLAT REF: N/A # OF LOTS TO BE SERVED: N/A  
PROJECTED CONST. START DATE: N/A  
PROJECTED CONST. COMPLETION DATE: N/A  
FACILITIES TO BE CONSTRUCTED: N/A

COMMISSION PARTICIPATION\*\* N/A

(INDICATE ADDITIONAL PHASES ON SEPERATE SHEETS AS NECESSARY)

\* The facilities also include for WASTEWATER PUMPING STATIONS: pumps, wet wells, generators, compressors, meters, valves, interior and exterior piping and appurtenances, together with all sites on which they are situated and 20' access to the same. FOR WASTEWATER TREATMENT PLANTS: Storage lagoons, physical plants influent and effluent lines, lift stations, generators, together with all sites on which they are situated and 20' access to the same; FOR COLLECTION SYSTEMS: collector and lateral sewers, interceptor sewers, forcemains, sewer house service lines, air release valves, house connections, together with 20' permanent easements over

EXHIBIT B  
STATEMENT OF  
PROPOSED SEWERAGE FACILITIES  
AND PHASING

PROJECT NAME: Foxchase Village TOTAL NO. OF PHASES: 1  
DEVELOPER: Foxchase Village Associates Limited Partnership

PHASE 1

PLAT REF: Foxchase Village # OF LOTS TO BE SERVED: 134

PROJECTED CONST. START DATE: 9/15/89

PROJECTED CONST. COMPLETION DATE: 9/15/90

FACILITIES TO BE CONSTRUCTED<sup>A</sup>: Sewer Collection System and  
apartment service lines to service 134 apartment units

COMMISSION PARTICIPATION<sup>AA</sup>: None

PHASE II

PLAT REF: N/A # OF LOTS TO BE SERVED: N/A

PROJECTED CONST. START DATE: N/A

PROJECTED CONST. COMPLETION DATE: N/A

FACILITIES TO BE CONSTRUCTED<sup>A</sup>: N/A

COMMISSION PARTICIPATION<sup>AA</sup>: N/A

PHASE III

PLAT REF: N/A # OF LOTS TO BE SERVED: N/A

PROJECTED CONST. START DATE: N/A

PROJECTED CONST. COMPLETION DATE: N/A

FACILITIES TO BE CONSTRUCTED: N/A

COMMISSION PARTICIPATION<sup>AA</sup>: N/A

(INDICATE ADDITIONAL PHASES ON SEPERATE SHEETS AS NECESSARY)

<sup>A</sup> The facilities also include for WASTEWATER PUMPING STATIONS: pumps, wet wells, generators, compressors, meters, valves, interior and exterior piping and appurtenances, together with all sites on which they are situated and 20' access to the same. FOR WASTEWATER TREATMENT PLANTS: Storage lagoons, physical plants influent and effluent lines, lift stations, generators, together with all sites on which they are situated and 20' access to the same; FOR COLLECTION SYSTEMS: collector and lateral sewers, interceptor sewers, forcemains, sewer house service lines, air release valves, house connections, together with 20' permanent easements over the same for maintenance and modification of connection to these facilities; along with any and all other facilities or



the same for maintenance and modification of connection to these facilities; along with any and all other facilities or appurtenances which in any way could be construed as part of the sewerage system.

\*\* In the event the Commission is to participate in the cost of construction, payment of the Commission's share will be made in increments consistent with the work in place.

Commission:           *JAL*            
(Initials)

Developer:           *J*            
(Initials)

ATTACHMENT C  
PROJECT COMPLETION CERTIFICATION

This is to certify that I, or my representative, have reviewed the plans and specifications of the project known as

-----  
and the applicable State and local codes, standards and specifications and have conducted sufficient on-site testing and inspection to certify that the project was constructed in accordance therewith. Further, I certify that no unauthorized changes affecting any engineering design parameters were made from the approved plans and specifications.

All applicable test results and as-built drawings are submitted herewith and are part of this certification.

----- SEAL

*Ret. Phil Danney*

*Returned: P. H. D. III*

OCT 0 3 1989

MARY R. BELL, CLERK

PUBLIC WORKS AGREEMENT

THIS AGREEMENT by and between the ST. MARY'S COUNTY METROPOLITAN COMMISSION, hereinafter the "Commission" and

~~Bean Associates General Partnership~~ hereinafter the "Developer". 2:05PM11/13/99A RECORD \$0.00

WHEREAS, the Commission is responsible for all water and sewerage projects and in the Eighth Sanitary District, and. 2:05PM11/13/99A RECORD \$0.00

WHEREAS, the Developer is developing certain real property within the said Sanitary District known and described as ~~Chancellor's Village~~ and.

WHEREAS, the Developer, whether by requirement of the County or by choice desires to construct central water and sewerage facilities, hereinafter the "facilities", to serve the aforementioned property, and.

WHEREAS, the Developer seeks the approval of the Commission for the construction of such facilities, and.

WHEREAS, the Concept Plan for the aforementioned development has been submitted to and approved by the Board of County Commissioners of St. Mary's County or their duly appointed agent.

NOW THEREFORE, in consideration of the premises and of the mutual covenants and agreements herein, it is agreed by the parties as follows:

FIRST: The Developer shall design the facilities in accordance with the St. Mary's County Standard Specifications for Water and Sewerage Construction, the Comprehensive Water and Sewerage Plan for St. Mary's County and any other rules, regulations, directives or special instructions issued by the Commission or the State and Federal Governments.

SECOND: The Developer shall submit a statement to be included as Exhibit A and/or B of this document, setting forth a proposed phasing for the construction of the facilities and a proposed schedule of completion for said phase or phases, said statement to be subject to the approval of the

Commission. The Developer shall also submit an itemized engineer's estimate of the total cost to complete the facilities for each phase of the development as it occurs, such estimates also being subject to the approval of the Commission.

THIRD: On or before the signing of this Agreement by the parties, the Developer shall furnish a bond or bonds, the form and the surety or sureties thereof to be as approved by the Commission. Said bond shall be payable to the Commission, its successors and assigns in a sum equal to the aforesaid engineering estimate for the cost of constructing the facilities, plus ten percent for contingencies, or the amount of the contract prices, whichever is higher, conditioned that the Developer shall well and truly perform and fulfill the covenants, conditions, stipulations and terms of this Agreement, such bond or bonds to be and remain in force until such time as the warranty period on the completed facilities expires; it being understood that bonding may be accomplished incrementally in accordance with the phases and schedule established under paragraph SECOND above; it being further understood that alternatives to bonding, such as irrevocable letters of credit or irrevocable commitments of funds may be approved by the Commission.

FOURTH: The Developer shall pay to the Commission the following fees:

Review Fee \$ 700.00----- based upon \$ 20.00----- per residential lot, and \$ N/A----- per commercial lot payable upon execution of this agreement.

Inspection Fee \$ 2,469.06-- based upon 3% of construction estimate payable upon execution of this Agreement.

Said amount shall be placed in an account by the Commission and shall be drawn upon from time to time to reimburse the Commission for the direct and indirect cost of said inspection service, and if said cost is less than the inspection fee initially collected, the remaining balance shall be returned to the developer or, if the final total inspection cost is more than the inspection fee initially collected, the

developer shall pay to the Commission the difference. The Commission may, at it's option, elect to have the responsibility for construction inspection and assurance that all work is performed in accordance with the approved plans and specifications remain with the developer and, accordingly, no fee will be charged. In this latter case, upon the project's completion, the developer shall provide to the Commission a Project Completed Certification, Attachment (C), signed by a professional engineer registered in the State of Maryland.

Connection Charges \$1,750.00\_\_\_\_\_ based upon \$50.00\_\_\_\_\_ per connection payable upon execution of this Agreement.

Debt Service Charge \$464.98\_\_\_\_\_ per month based upon \_\_\_\_\_2657\_\_\_\_\_ front feet at \$.40(W)1.70(S) front foot/year payment beginning at the time capacity allocation made or service available, whichever occurs first.

Service Charge \$268.10(W)337.40(S)\_\_\_\_\_ per month based upon \$7.66(W)9.64(S)\_\_\_\_\_ per month per EDU beginning when service is utilized. This Service Charge reflects the currently approved rate and is subject to change.

Water Supply Fee \$N/A.\_\_\_\_\_ per EDU for developments without supply (wells) that utilize the public water system payable at the time a connection permit is issued or when the original developer sells the lot(s) whichever occurs first.

Water Storage Fee \$N/A.\_\_\_\_\_ per EDU. For developments without storage facilities that utilize the public water system payable at the time a connection permit is issued or when the original developer sells the lot(s), whichever occurs first.

FIFTH: The Developer shall construct all of the facilities set forth in Exhibit A and/or B of this document, according to the schedule and in the phase or phases of construction indicated therein, and that in the case of multi-phased projects, no phase beyond the first shall be commenced, until the facilities constructed under all previous

phases have been approved and accepted by the Commission.

SIXTH: The Developer shall construct the facilities in accordance with final plans and specifications, and any amendments thereto, submitted to and approved by the Commission. Further, no work in connection with the construction of the facilities shall be commenced prior to the time the Commission has approved said final plans and specifications and the Developer has applied for and secured from the Commission a permit authorizing such construction. Within sixty days after the construction of any phase is completed, a complete set of "As-Built" drawings shall be submitted to the Commission.

SEVENTH: The Developer shall make available the property being improved to any duly authorized representative of the Commission at all reasonable times for the purpose of inspecting the construction of the facilities.

EIGHTH: Upon completion and acceptance by the Commission of the facilities as set forth in paragraph SECOND above, the Developer when requested so to do by the Commission, agrees to convey all of the facilities with the appropriate sites, easements, and rights-of-way to the Commission for the nominal sum of One Dollar (\$1.00) and to provide all documentation and assurances of title as are requested by the Commission in connection with said proposed conveyances.

NINTH: No premises within the project to be connected to the facilities shall be occupied or used for any purpose whether or not sold by the Developer to others, unless and until such time as the facilities have been completed in accordance with the aforesaid plans, specifications and schedule and have been inspected, approved and accepted by the Commission and the Developer so notified in writing by the Commission.

TENTH: In the event of a dispute between the parties as to the subject matter of this Agreement, the dispute can be submitted to arbitration if the parties hereto mutually agree, or in a court of competent jurisdiction within the State of Maryland and St. Mary's County.

ELEVENTH: This Agreement shall be binding on and insure

to the benefit of the heirs, successors, personal representatives and assigns of the parties hereto.

TWELFTH: The Developer shall warrantee all mechanical, electrical and control facilities for a period of twelve months and all earthwork for a period of eighteen months after they have been conveyed to the Commission. Failure of any of the facilities to perform properly or meet the conditions of paragraph FIRST shall be corrected as soon as possible after notification by the Commission. Failure of facilities to perform due to neglect or misuse by the Commission will void appropriate portion of the warranties. The warranties shall cover the cost of labor, equipment, and materials needed to correct any problems with said facilities.

WITNESS the hands and seals of the parties hereto, this day of

ATTEST: *Alvin J. King* ST. MARY'S COUNTY METROPOLITAN COMMISSION  
Secretary By *Lewis G. Raley* Chairman

ATTEST: *[Signature]* DEVELOPERS/PROPERTY OWNERS  
By *Ben Associates General Partnership*  
By *Harkins Associates, Inc.*  
By *James A. Brown, Jr., Vice President*

STATE OF MARYLAND, COUNTY OF ~~ST. MARY'S~~ <sup>MONTGOMERY</sup> to wit:

I HEREBY CERTIFY that on this ~~26th~~ <sup>26th</sup> day of ~~September~~ <sup>October</sup> 1989 before me, a Notary Public in and for the County of ~~St. Mary's~~ <sup>Montgomery</sup> aforesaid, personally appeared *Lewis G. Raley* Chairman of the St. Mary's County Metropolitan Commission, and on behalf of said Commission did acknowledge the foregoing instrument to be the act and deed of the St. Mary's County Metropolitan Commission.

WITNESS my hand and Notarial Seal.

*Lillian J. Bryan*  
Notary Public

STATE OF MARYLAND  
COUNTY OF MONTGOMERY, to wit:

I HEREBY CERTIFY that on this 20th day of September, 1989

before me, the subscriber, a Notary Public in the county  
aforesaid, personally appeared James A. Brown, Jr.  
and that he/~~they~~ acknowledged the aforesaid Public Works  
Agreement to be his/~~their~~ act.

WITNESS my hand and Notarial Seal.

Trinity P. Baird  
Notary Public

My Commission Expires July 1, 1990

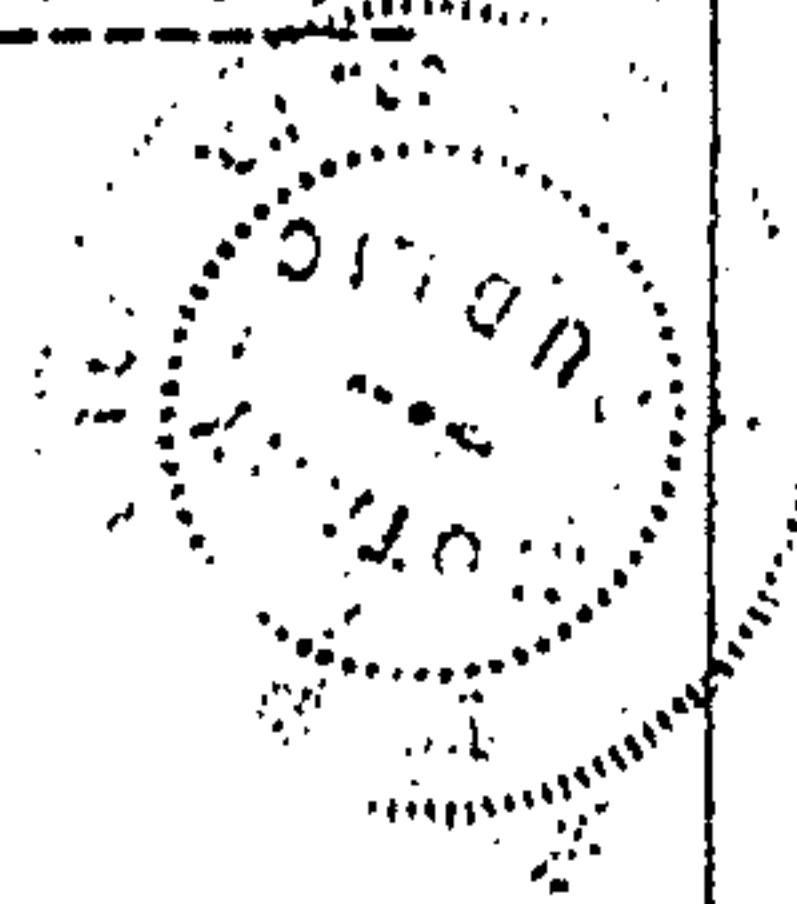




EXHIBIT A  
STATEMENT OF  
PROPOSED WATER FACILITIES  
AND PHASING

PROJECT NAME: Chancellor's Village TOTAL NO. OF PHASES: 1  
DEVELOPER: Bean Associates General Partnership

PHASE 1

PLAT REF: Chancellor's Village # OF LOTS TO BE SERVED: 35  
PROJECTED CONST. START DATE: 10/89  
PROJECTED CONST. COMPLETION DATE: 10/90  
FACILITIES TO BE CONSTRUCTED: water distribution system and house service lines to serve 35 single family lots.

COMMISSION PARTICIPATION: N/A

PHASE II

PLAT REF: N/A # OF LOTS TO BE SERVED: N/A  
PROJECTED CONST. START DATE: N/A  
PROJECTED CONST. COMPLETION DATE: N/A  
FACILITIES TO BE CONSTRUCTED: N/A

COMMISSION PARTICIPATION: N/A

PHASE III

PLAT REF: N/A # OF LOTS TO BE SERVED: N/A  
PROJECTED CONST. START DATE: N/A  
PROJECTED CONST. COMPLETION DATE: N/A  
FACILITIES TO BE CONSTRUCTED: N/A

COMMISSION PARTICIPATION: N/A

(INDICATE ADDITIONAL PHASES ON SEPERATE SHEETS AS NECESSARY)

A The facilities listed also include FOR WATER PUMPING STATIONS: wells, pumps, controls, generators, chlorinators, compressors, meters, valves, interior and exterior piping and appurtenances, together with all sites on which they are situate and 20' access to the same; FOR WATER STORAGE TANKS: Elevated storage tanks, standpipes, ground storage tanks, hydropneumatic tanks and surge tanks as required by the Commission, together with all sites on which they are situate and 20' access to the same; FOR DISTRIBUTION SYSTEMS: mains, fire hydrants, valves and valve boxes, fittings, blow offs, water house connections, water house service lines, curb

stops, curb stop boxes, water meter settings and appurtenances, together with 20' permanent easements over the same for maintenance and modification of and connection to these facilities; along with any and all other facilities or appurtenances which in any way could be construed as part of the water system.

\*\* In the event the Commission is to participate in the cost of construction, payment of the Commission's share will be made in increments consistent with the work in place.

Commission:       *ML*        
(Initials)

Developer:       *JR*        
(Initials)

EXHIBIT B  
STATEMENT OF  
PROPOSED SEWERAGE FACILITIES  
AND PHASING

PROJECT NAME: Chancellor's Village TOTAL NO. OF PHASES: 1  
DEVELOPER: Bean Associates General Partnership

PHASE I

PLAT REF: Chancellor's Village # OF LOTS TO BE SERVED: 35  
PROJECTED CONST. START DATE: 10/89  
PROJECTED CONST. COMPLETION DATE: 10/90  
FACILITIES TO BE CONSTRUCTED: Sewerage collection system and house services to serve 35 single family lots.

COMMISSION PARTICIPATION: N/A

PHASE II

PLAT REF: N/A # OF LOTS TO BE SERVED: N/A  
PROJECTED CONST. START DATE: N/A  
PROJECTED CONST. COMPLETION DATE: N/A  
FACILITIES TO BE CONSTRUCTED: N/A

COMMISSION PARTICIPATION: N/A

PHASE III

PLAT REF: N/A # OF LOTS TO BE SERVED: N/A  
PROJECTED CONST. START DATE: N/A  
PROJECTED CONST. COMPLETION DATE: N/A  
FACILITIES TO BE CONSTRUCTED: N/A

COMMISSION PARTICIPATION: N/A

(INDICATE ADDITIONAL PHASES ON SEPERATE SHEETS AS NECESSARY)

A. The facilities also include for WASTEWATER PUMPING STATIONS: pumps, wet wells, generators, compressors, meters, valves, interior and exterior piping and appurtenances, together with all sites on which they are situated and 20' access to the same. FOR WASTEWATER TREATMENT PLANTS: Storage lagoons, physical plants influent and effluent lines, lift stations, generators, together with all sites on which they are situated and 20' access to the same; FOR COLLECTION SYSTEMS: collector and lateral sewers, interceptor sewers, forcemains, sewer house service lines, air release valves, house connections, together with 20' permanent easements over the same for maintenance and modification of connection to these facilities; along with any and all other facilities or

appurtenances which in any way could be construed as part of the sewerage system.

AA In the event the Commission is to participate in the cost of construction, payment of the Commission's share will be made in increments consistent with the work in place.

Commission:         
(Initials)

Developer:         
(Initials)

ATTACHMENT C  
PROJECT COMPLETION CERTIFICATION

This is to certify that I, or my representative, have reviewed the plans and specifications of the project known as

-----  
and the applicable State and local codes, standards and specifications and have conducted sufficient on-site testing and inspection to certify that the project was constructed in accordance therewith. Further, I certify that no unauthorized changes affecting any engineering design parameters were made from the approved plans and specifications.

All applicable test results and as-built drawings are submitted herewith and are part of this certification.

----- SEAL

*Ret. P. Dancy*

*Ret. P. Dancy*

NOV 15 1989

MARY R. BELL, CLERK

PUBLIC WORKS AGREEMENT

THIS AGREEMENT by and between the ST. MARY'S COUNTY METROPOLITAN COMMISSION, hereinafter the "Commission" and Country Lakes Limited Partnership

-----  
Hereinafter the "Developer". 2:05PM 11/13/89A RECORD \$0.00

WHEREAS, the Commission is responsible for all water and sewerage projects and in the fourth

-----  
Sanitary District, and,

WHEREAS, the Developer is developing certain real property within the said Sanitary District known and described as Country Lakes, Section V

-----  
and, 2:05PM 11/13/89A RECORD \$0.00

WHEREAS, the Developer, whether by requirement of the County or by choice desires to construct central water facilities, hereinafter the "facilities", to serve the aforementioned property, and,

WHEREAS, the Developer seeks the approval of the Commission for the construction of such facilities, and,

WHEREAS, the Concept Plan for the aforementioned development has been submitted to and approved by the Board of County Commissioners of St. Mary's County or their duly appointed agent.

NOW THEREFORE, in consideration of the premises and of the mutual covenants and agreements herein, it is agreed by the parties as follows:

FIRST: The Developer shall design the facilities in accordance with the St. Mary's County Standard Specifications for Water and Sewerage Construction, the Comprehensive Water and Sewerage Plan for St. Mary's County and any other rules, regulations, directives or special instructions issued by the Commission or the State and Federal Governments.

SECOND: The Developer shall submit a statement to be included as Exhibit A and/or B of this document, setting forth a proposed phasing for the construction of the facilities and a proposed schedule of completion for said phase or phases, said statement to be subject to the approval of the

Commission. The Developer shall also submit an itemized engineer's estimate of the total cost to complete the facilities for each phase of the development as it occurs, such estimates also being subject to the approval of the Commission.

THIRD: On or before the signing of this Agreement by the parties, the Developer shall furnish a bond or bonds, the form and the surety or sureties thereof to be as approved by the Commission. Said bond shall be payable to the Commission, its successors and assigns in a sum equal to the aforesaid engineering estimate for the cost of constructing the facilities, plus ten percent for contingencies, or the amount of the contract prices, whichever is higher, conditioned that the Developer shall well and truly perform and fulfill the covenants, conditions, stipulations and terms of this Agreement, such bond or bonds to be and remain in force until such time as the warrantee period on the completed facilities expires; it being understood that bonding may be accomplished incrementally in accordance with the phases and schedule established under paragraph SECOND above; it being further understood that alternatives to bonding, such as irrevocable letters of credit or irrevocable commitments of funds may be approved by the Commission.

FOURTH: The Developer shall pay to the Commission the following fees:

Review Fee \$ ~~960.00~~ <sup>850.00</sup> based upon \$ 20.00 per residential lot, and \$ N/A per commercial lot payable upon execution of this agreement.

Inspection Fee \$ ~~3,150.00~~ <sup>2,460.00</sup> based upon 3% of construction estimate payable upon execution of this Agreement.

Said amount shall be placed in an account by the Commission and shall be drawn upon from time to time to reimburse the Commission for the direct and indirect cost of said inspection service, and if said cost is less than the inspection fee initially collected, the remaining balance shall be returned to the developer or, if the final total inspection cost is more than the inspection fee initially collected, the

developer shall pay to the Commission the difference. The Commission may, at its option, elect to have the responsibility for construction inspection and assurance that all work is performed in accordance with the approved plans and specifications remain with the developer and, accordingly, no fee will be charged. In this latter case, upon the project's completion, the developer shall provide to the Commission a Project Completed Certification, Attachment (C), signed by a professional engineer registered in the State of Maryland.

Connection Charges \$ ~~2,400.00~~ <sup>231.88</sup> based upon \$ 50.00 per connection payable upon execution of this Agreement.

Debt Service Charge \$ N/A per month based upon N/A front feet at \$ N/A front foot/year payment beginning at the time capacity allocation made or service available, whichever occurs first.

Service Charge \$ N/A per month based upon \$ N/A per month per EDU beginning when service is utilized.

Water Supply Fee \$ N/A per EDU for developments without supply (wells) that utilize the public water system payable at the time a connection permit is issued or when the original developer sells the lot(s) whichever occurs first.

Water Storage Fee \$ N/A per EDU. For developments without storage facilities that utilize the public water system payable at the time a connection permit is issued or when the original developer sells the lot(s), whichever occurs first.

FIFTH: The Developer shall construct all of the facilities set forth in Exhibit A and/or B of this document, according to the schedule and in the phase or phases of construction indicated therein, and that in the case of multi-phased projects, no phase beyond the first shall be commenced, until the facilities constructed under all previous phases have been approved and accepted by the Commission.



SIXTH: The Developer shall construct the facilities in accordance with final plans and specifications, and any amendments thereto, submitted to and approved by the Commission. Further, no work in connection with the construction of the facilities shall be commenced prior to the time the Commission has approved said final plans and specifications and the Developer has applied for and secured from the Commission a permit authorizing such construction. Within sixty days after the construction of any phase is completed, a complete set of "As-Built" drawings shall be submitted to the Commission.

SEVENTH: The Developer shall make available the property being improved to any duly authorized representative of the Commission at all reasonable times for the purpose of inspecting the construction of the facilities.

EIGHTH: Upon completion and acceptance by the Commission of the facilities as set forth in paragraph SECOND above, the Developer when requested so to do by the Commission, agrees to convey all of the facilities with the appropriate sites, easements, and rights-of-way to the Commission for the nominal sum of One Dollar (\$1.00) and to provide all documentation and assurances of title as are requested by the Commission in connection with said proposed conveyances.

NINTH: No premises within the project to be connected to the facilities shall be occupied or used for any purpose whether or not sold by the Developer to others, unless and until such time as the facilities have been completed in accordance with the aforesaid plans, specifications and schedule and have been inspected, approved and accepted by the Commission and the Developer so notified in writing by the Commission.

TENTH: In the event of a dispute between the parties as to the subject matter of this Agreement, the dispute can be submitted to arbitration if the parties hereto mutually agree, or in a court of competent jurisdiction within the State of Maryland and St. Mary's County.

ELEVENTH: This Agreement shall be binding on and insure to the benefit of the heirs, successors, personal representa-

tives and assigns of the parties hereto.

TWELPTH: The Developer shall warrantee all mechanical, electrical and control facilities for a period of twelve months and all earthwork for a period of eighteen months after they have been conveyed to the Commission. Failure of any of the facilities to perform properly or meet the conditions of paragraph FIRST shall be corrected as soon as possible after notification by the Commission. Failure of facilities to perform due to neglect or misuse by the Commission will void appropriate portion of the warrantees. The warrantees shall cover the cost of labor, equipment, and materials needed to correct any problems with said facilities.

WITNESS the hands and seals of the parties hereto, this day of

ATTEST: [Signature] ST. MARY'S COUNTY METROPOLITAN COMMISSION  
Secretary By [Signature] Chairman

ATTEST: DEVELOPERS/PROPERTY OWNERS  
By [Signature]  
By [Signature]  
By [Signature] MORTGAGOR NON 2

STATE OF MARYLAND, COUNTY OF ST. MARY'S, to wit:

I HEREBY CERTIFY that on this 26th day of October, 1989 before me, a Notary Public in and for the County of St. Mary's aforesaid, personally appeared Lewis G. Raley Chairman of the St. Mary's County Metropolitan Commission, and on behalf of said Commission did acknowledge the foregoing instrument to be the act and deed of the St. Mary's County Metropolitan Commission.

WITNESS my hand and Notarial Seal.

[Signature]  
Notary Public

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

I HEREBY CERTIFY that on this 13 day of October 19 89 before me, the subscriber, a Notary Public in the county of St Mary's

LIBER 504 PAGE 313

LIBER 605 PAGE 35

aforesaid, personally appeared  
and that he/they acknowledged the foregoing Public Works  
Agreement to be his/their act.

WITNESS my hand and Notarial Seal.

*Philip A. ...*  
NOTARY PUBLIC

My Commission Expires July 1, 1990

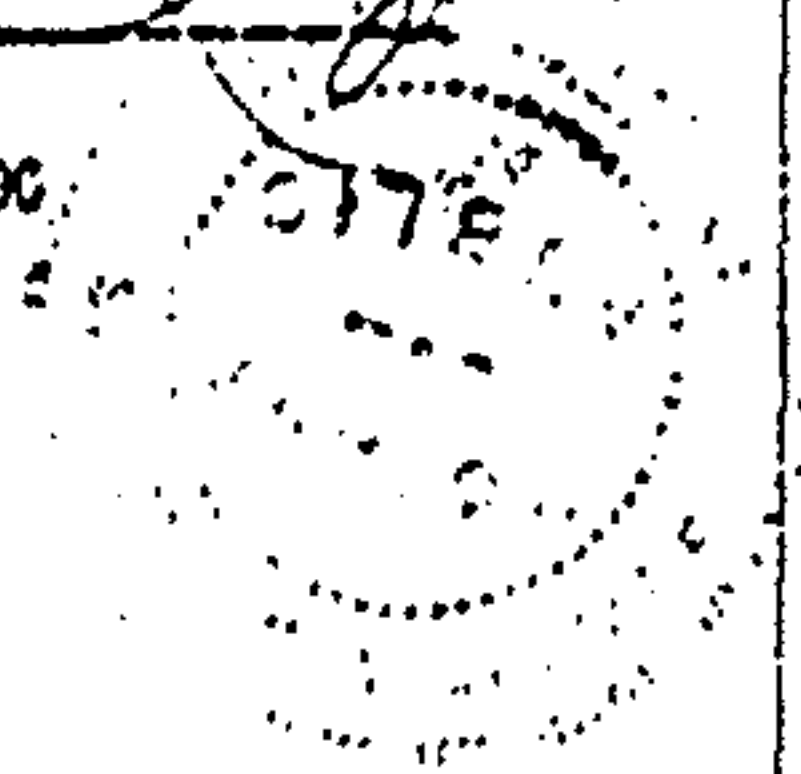


EXHIBIT A  
STATEMENT OF  
PROPOSED WATER FACILITIES  
AND PHASING

PROJECT NAME: Country Lakes Section V TOTAL NO. OF PHASES: 1

DEVELOPER: Country Lakes Limited Partnership

PHASE 1

PLAT REF: Country Lakes Section V # OF LOTS TO BE SERVED: 48 *BRAN*

PROJECTED CONST. START DATE: July 1989

PROJECTED CONST. COMPLETION DATE: July 1990

FACILITIES TO BE CONSTRUCTED\*: One 150 GPM 6" well and appurtenances and a water distribution system with house services for 48 single family homes.

COMMISSION PARTICIPATION\*\* N/A

PHASE II

PLAT REF: N/A # OF LOTS TO BE SERVED: N/A

PROJECTED CONST. START DATE: N/A

PROJECTED CONST. COMPLETION DATE: N/A

FACILITIES TO BE CONSTRUCTED\*: N/A

COMMISSION PARTICIPATION\*\* N/A

PHASE III

PLAT REF: N/A # OF LOTS TO BE SERVED: N/A

PROJECTED CONST. START DATE: N/A

PROJECTED CONST. COMPLETION DATE: N/A

FACILITIES TO BE CONSTRUCTED: N/A

COMMISSION PARTICIPATION\*\* N/A

(INDICATE ADDITIONAL PHASES ON SEPERATE SHEETS AS NECESSARY)

\* The facilities listed also include FOR WATER PUMPING STATIONS: wells, pumps, controls, generators, chlorinators, compressors, meters, valves, interior and exterior piping and appurtenances, together with all sites on which they are situate and 20' access to the same; FOR WATER STORAGE TANKS: Elevated storage tanks, standpipes, ground storage tanks, hydropneumatic tanks and surge tanks as required by the Commission, together with all sites on which they are situate and 20' access to the same; FOR DISTRIBUTION SYSTEMS: mains, fire hydrants, valves and valve boxes, fittings, blow offs, water house connections, water house service lines, curb stops, curb stop boxes, water meter settings and appurtenances, together with 20' permanent easements over the same

for maintenance and modification of and connection to these facilities; along with any and all other facilities or appurtenances which in any way could be construed as part of the water system.

\*\* In the event the Commission is to participate in the cost of construction, payment of the Commission's share will be made in increments consistent with the work in place.

Commission:       *ML*        
(Initials)

Developer:       *BB*        
(Initials)

ATTACHMENT C  
PROJECT COMPLETION CERTIFICATION

This is to certify that I, or my representative, have reviewed the plans and specifications of the project known as

-----  
and the applicable State and local codes, standards and specifications and have conducted sufficient on-site testing and inspection to certify that the project was constructed in accordance therewith. Further, I certify that no unauthorized changes affecting any engineering design parameters were made from the approved plans and specifications.

All applicable test results and as-built drawings are submitted herewith and are part of this certification.

-----SEAL

*R. P. Downey*

*R. P. Downey*

NOV 15 1989

MARY R. BELL, CLERK

PUBLIC WORKS AGREEMENT

THIS AGREEMENT by and between the ST. MARY'S COUNTY METROPOLITAN COMMISSION, hereinafter the "Commission" and J.L. Millison

hereinafter the "Developer". 9-19-81 11/24/89A - PW AGR - \$0.00

WHEREAS, the Commission is responsible for all water and sewerage projects and in the eighth

Sanitary District, and. 9-25-81 11/24/89A - MECOM - \$0.00

WHEREAS, the Developer is developing certain real property within the said Sanitary District known and described as Cedar Cove Section IV, Phase I

and.

WHEREAS, the Developer, whether by requirement of the County or by choice desires to construct central Sewerage and Water facilities, hereinafter the "facilities", to serve the aforementioned property, and,

WHEREAS, the Developer seeks the approval of the Commission for the construction of such facilities, and,

WHEREAS, the Concept Plan for the aforementioned development has been submitted to and approved by the Board of County Commissioners of St. Mary's County or their duly appointed agent.

NOW THEREFORE, in consideration of the premises and of the mutual covenants and agreements herein, it is agreed by the parties as follows:

FIRST: The Developer shall design the facilities in accordance with the St. Mary's County Standard Specifications for Water and Sewerage Construction, the Comprehensive Water and Sewerage Plan for St. Mary's County and any other rules, regulations, directives or special instructions issued by the Commission or the State and Federal Governments.

SECOND: The Developer shall submit a statement to be included as Exhibit A and/or B of this document, setting forth a proposed phasing for the construction of the facilities and a proposed schedule of completion for said phase or phases, said statement to be subject to the approval of the

Commission. The Developer shall also submit an itemized engineer's estimate of the total cost to complete the facilities for each phase of the development as it occurs, such estimates also being subject to the approval of the Commission.

THIRD: On or before the signing of this Agreement by the parties, the Developer shall furnish a bond or bonds, the form and the surety or sureties thereof to be as approved by the Commission. Said bond shall be payable to the Commission, its successors and assigns in a sum equal to the aforesaid engineering estimate for the cost of constructing the facilities, plus ten percent for contingencies, or the amount of the contract prices, whichever is higher, conditioned that the Developer shall well and truly perform and fulfill the covenants, conditions, stipulations and terms of this Agreement, such bond or bonds to be and remain in force until such time as the warrantee period on the completed facilities expires; it being understood that bonding may be accomplished incrementally in accordance with the phases and schedule established under paragraph SECOND above; it being further understood that alternatives to bonding, such as irrevocable letters of credit or irrevocable commitments of funds may be approved by the Commission.

FOURTH: The Developer shall pay to the Commission the following fees:

Review Fee \$ 3,075.00 based upon \$ 75.00 per residential lot, and \$ N/A per commercial lot payable upon execution of this agreement.

Inspection Fee \$ 13,382.65 based upon 3% of construction estimate payable upon execution of this Agreement. Said amount shall be placed in an account by the Commission and shall be drawn upon from time to time to reimburse the Commission for the direct and indirect cost of said inspection service, and if said cost is less than the inspection fee initially collected, the remaining balance shall be returned to the developer or, if the final total inspection cost is more than the inspection fee initially collected, the



developer shall pay to the Commission the difference. The Commission may, at its option, elect to have the responsibility for construction inspection and assurance that all work is performed in accordance with the approved plans and specifications remain with the developer and, accordingly, no fee will be charged. In this latter case, upon the project's completion, the developer shall provide to the Commission a Project Completed Certification, Attachment (C), signed by a professional engineer registered in the State of Maryland.

Connection Charges \$2,050.00 based upon \$50.00 per connection payable upon execution of this Agreement.

Debt Service Charge \$358.75 per month based upon 2050 front feet at \$.40(w) \$1.70(s) front foot/year payment beginning at the time capacity allocation made or service available, whichever occurs first.

Service Charge \$709.30 per month based upon \$9.64(s) 7.66(w) per month per EDU beginning when service is utilized. This Service Charge reflects the currently approved rate and is subject to change.

Water Supply Fee \$N/A per EDU for developments without supply (wells) that utilize the public water system payable at the time a connection permit is issued or when the original developer sells the lot(s) whichever occurs first.

Water Storage Fee \$N/A per EDU. For developments without storage facilities that utilize the public water system payable at the time a connection permit is issued or when the original developer sells the lot(s), whichever occurs first.

FIFTH: The Developer shall construct all of the facilities set forth in Exhibit A and/or B of this document, according to the schedule and in the phase or phases of construction indicated therein, and that in the case of multi-phased projects, no phase beyond the first shall be commenced, until the facilities constructed under all previous

phases have been approved and accepted by the Commission.

SIXTH: The Developer shall construct the facilities in accordance with final plans and specifications, and any amendments thereto, submitted to and approved by the Commission. Further, no work in connection with the construction of the facilities shall be commenced prior to the time the Commission has approved said final plans and specifications and the Developer has applied for and secured from the Commission a permit authorizing such construction. Within sixty days after the construction of any phase is completed, a complete set of "As-Built" drawings shall be submitted to the Commission.

SEVENTH: The Developer shall make available the property being improved to any duly authorized representative of the Commission at all reasonable times for the purpose of inspecting the construction of the facilities.

EIGHTH: Upon completion and acceptance by the Commission of the facilities as set forth in paragraph SECOND above, the Developer when requested so to do by the Commission, agrees to convey all of the facilities with the appropriate sites, easements, and rights-of-way to the Commission for the nominal sum of One Dollar (\$1.00) and to provide all documentation and assurances of title as are requested by the Commission in connection with said proposed conveyances.

NINTH: No premises within the project to be connected to the facilities shall be occupied or used for any purpose whether or not sold by the Developer to others, unless and until such time as the facilities have been completed in accordance with the aforesaid plans, specifications and schedule and have been inspected, approved and accepted by the Commission and the Developer so notified in writing by the Commission.

TENTH: In the event of a dispute between the parties as to the subject matter of this Agreement, the dispute can be submitted to arbitration if the parties hereto mutually agree, or in a court of competent jurisdiction within the State of Maryland and St. Mary's County.

ELEVENTH: This Agreement shall be binding on and insure

to the benefit of the heirs, successors, personal representatives and assigns of the parties hereto.

TWELFTH: The Developer shall warrantee all mechanical, electrical and control facilities for a period of twelve months and all earthwork for a period of eighteen months after they have been conveyed to the Commission. Failure of any of the facilities to perform properly or meet the conditions of paragraph FIRST shall be corrected as soon as possible after notification by the Commission. Failure of facilities to perform due to neglect or misuse by the Commission will void appropriate portion of the warrantee. The warrantees shall cover the cost of labor, equipment, and materials needed to correct any problems with said facilities.

WITNESS the hands and seals of the parties hereto, this day of

ATTEST: ST. MARY'S COUNTY METROPOLITAN COMMISSION

Secretary By L. G. Raley Chairman

ATTEST: DEVELOPERS/PROPERTY OWNERS

By A. Mellon x

By \_\_\_\_\_

By \_\_\_\_\_

Mortgagor

STATE OF MARYLAND, COUNTY OF ST. MARY'S, to wit:

I HEREBY CERTIFY that on this 21st day of November 1987 before me, a Notary Public in and for the County of St. Mary's aforesaid, personally appeared Lewis G. Raley Chairman of the St. Mary's County Metropolitan Commission, and on behalf of said Commission did acknowledge the foregoing instrument to be the act and deed of the St. Mary's County Metropolitan Commission.

WITNESS my hand and Notarial Seal.

Lillian G. Bryan  
Notary Public  
my Commission expires 7/1/90.

STATE OF MARYLAND

COUNTY OF ST. MARY'S

to wit:

I HEREBY CERTIFY that on this 13th day of November, 1989

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before me, the subscriber, a Notary Public in the county  
aforesaid, personally appeared J. L. Millison  
and that he/they acknowledged the foregoing Public Works  
Agreement to be his/their act.

WITNESS my hand and Notarial Seal.

Notary Public

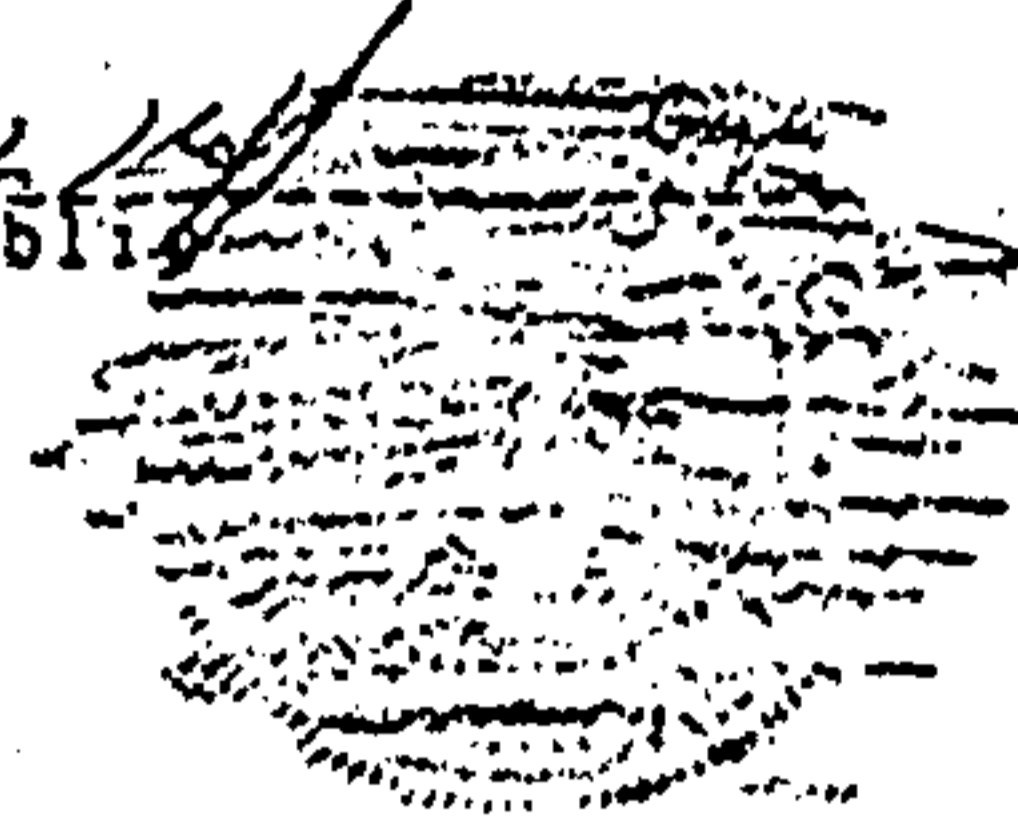


EXHIBIT A  
STATEMENT OF  
PROPOSED WATER FACILITIES  
AND PHASING

PROJECT NAME: Cedar Cove Section IV TOTAL NO. OF PHASES: II  
DEVELOPER: J.L. Millison

PHASE I

PLAT REF: Cedar Cove Section IV, Phase I # OF LOTS TO BE SERVED: 41

PROJECTED CONST. START DATE: ?

PROJECTED CONST. COMPLETION DATE: ?

FACILITIES TO BE CONSTRUCTED: Water distribution system and house services to serve 41 townhouse units. A new 6" well to produce 300 GPM with well house and connect to existing water system.

COMMISSION PARTICIPATION: N/A

PHASE II

PLAT REF: Cedar Cove Section IV, Phase II # OF LOTS TO BE SERVED: To be determined

PROJECTED CONST. START DATE: ?

PROJECTED CONST. COMPLETION DATE: ?

FACILITIES TO BE CONSTRUCTED: To be determined by a water requirement survey conducted by the Developers Engineers.

COMMISSION PARTICIPATION: N/A

PHASE III

PLAT REF: N/A # OF LOTS TO BE SERVED: N/A

PROJECTED CONST. START DATE: N/A

PROJECTED CONST. COMPLETION DATE: N/A

FACILITIES TO BE CONSTRUCTED: N/A

COMMISSION PARTICIPATION: N/A

(INDICATE ADDITIONAL PHASES ON SEPERATE SHEETS AS NECESSARY)

\* The facilities listed also include FOR WATER PUMPING STATIONS: wells, pumps, controls, generators, chlorinators, compressors, meters, valves, interior and exterior piping and appurtenances, together with all sites on which they are situate and 20' access to the same; FOR WATER STORAGE TANKS: Elevated storage tanks, standpipes, ground storage tanks, hydropneumatic tanks and surge tanks as required by the Commission, together with all sites on which they are situate and 20' access to the same; FOR DISTRIBUTION SYSTEMS: mains, fire hydrants, valves and valve boxes, fittings, blow offs, water house connections, water house service lines, curb

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stops, curb stop boxes, water meter settings and appurtenances, together with 20' permanent easements over the same for maintenance and modification of and connection to these facilities; along with any and all other facilities or appurtenances which in any way could be construed as part of the water system.

AA In the event the Commission is to participate in the cost of construction, payment of the Commission's share will be made in increments consistent with the work in place.

Commission:  (Initials)

Developer: L.M. (Initials)

EXHIBIT B  
STATEMENT OF  
PROPOSED SEWERAGE FACILITIES  
AND PHASING

PROJECT NAME: Cedar Cove Section IV TOTAL NO. OF PHASES: II

DEVELOPER: -----

PHASE 1

PLAT REF: Cedar Cove Section IV Phase I # OF LOTS TO BE SERVED: 41

PROJECTED CONST. START DATE: ?

PROJECTED CONST. COMPLETION DATE: ?

FACILITIES TO BE CONSTRUCTED: Sewerage Collection System and house services to serve 41 townhouse units AND a wastewater pumping station.

COMMISSION PARTICIPATION\*\* -----

PHASE II

PLAT REF: Cedar Cove Section IV Phase II # OF LOTS TO BE SERVED: To be determined

PROJECTED CONST. START DATE: ?

PROJECTED CONST. COMPLETION DATE: ?

FACILITIES TO BE CONSTRUCTED: -----

COMMISSION PARTICIPATION\*\* -----

PHASE III

PLAT REF: ----- # OF LOTS TO BE SERVED: -----

PROJECTED CONST. START DATE: -----

PROJECTED CONST. COMPLETION DATE: -----

FACILITIES TO BE CONSTRUCTED: -----

COMMISSION PARTICIPATION\*\* -----

(INDICATE ADDITIONAL PHASES ON SEPERATE SHEETS AS NECESSARY)

\* The facilities also include for WASTEWATER PUMPING STATIONS: pumps, wet wells, generators, compressors, meters, valves, interior and exterior piping and appurtenances, together with all sites on which they are situated and 20' access to the same. FOR WASTEWATER TREATMENT PLANTS: Storage lagoons, physical plants influent and effluent lines, lift stations, generators, together with all sites on which they are situated and 20' access to the same; FOR COLLECTION SYSTEMS: collector and lateral sewers, interceptor sewers, forcemains, sewer house service lines, air release valves, house connections, together with 20' permanent easements over the same for maintenance and modification of connection to these facilities; along with any and all other facilities or

appurtenances which in any way could be construed as part of the sewerage system.

\*\* In the event the Commission is to participate in the cost of construction, payment of the Commission's share will be made in increments consistent with the work in place.

Commission: MR  
(Initials)

Developer: L.M.  
(Initials)

*Div. Public Works*

NOV 24 1989

MARY R. BELL, CLERK



PUBLIC WORKS AGREEMENT

THIS AGREEMENT by and between the <sup>11109AM04/18/900 RECONG 80.00</sup> ST. MARY'S COUNTY METROPOLITAN COMMISSION, hereinafter the "Commission" and McDonald's Corporation

hereinafter the "Developer".

WHEREAS, the Commission is responsible for all water and sewerage projects and in the Eighth Sanitary District, and,

WHEREAS, the Developer is developing certain real property within the said Sanitary District known and described as McDonald's

and, <sup>11272M04/18/900 RECON 80.00</sup>

WHEREAS, the Developer, whether by requirement of the County or by choice desires to construct central sewerage & water facilities, hereinafter the "facilities", to serve the aforementioned property, and,

WHEREAS, the Developer seeks the approval of the Commission for the construction of such facilities, and,

WHEREAS, the Concept Plan for the aforementioned development has been submitted to and approved by the Board of County Commissioners of St. Mary's County or their duly appointed agent.

NOW THEREFORE, in consideration of the premises and of the mutual covenants and agreements herein, it is agreed by the parties as follows:

FIRST: The Developer shall design the facilities in accordance with the St. Mary's County Standard Specifications for Water and Sewerage Construction, the Comprehensive Water and Sewerage Plan for St. Mary's County and any other rules, regulations, directives or special instructions issued by the Commission or the State and Federal Governments.

SECOND: The Developer shall submit a statement to be included as Exhibit A and/or B of this document, setting forth a proposed phasing for the construction of the facilities and a proposed schedule of completion for said phase or phases, said statement to be subject to the approval of the

Commission. The Developer shall also submit an itemized engineer's estimate of the total cost to complete the facilities for each phase of the development as it occurs, such estimates also being subject to the approval of the Commission.

THIRD: On or before the signing of this Agreement by the parties, the Developer shall furnish a bond or bonds, the form and the surety or sureties thereof to be as approved by the Commission. Said bond shall be payable to the Commission, its successors and assigns in a sum equal to the aforesaid engineering estimate for the cost of constructing the facilities, plus ten percent for contingencies, or the amount of the contract prices, whichever is higher, conditioned that the Developer shall well and truly perform and fulfill the covenants, conditions, stipulations and terms of this Agreement, such bond or bonds to be and remain in force until such time as the warranty period on the completed facilities expires; it being understood that bonding may be accomplished incrementally in accordance with the phases and schedule established under paragraph SECOND above; it being further understood that alternatives to bonding, such as irrevocable letters of credit or irrevocable commitments of funds may be approved by the Commission.

FOURTH: The Developer shall pay to the Commission the following fees:

Review Fee \$ 375.00 based upon \$ n/a per residential lot, and \$ 75.00 per commercial lot payable upon execution of this agreement.

Inspection Fee \$ 650.00 based upon 3% of construction estimate payable upon execution of this Agreement. Said amount shall be placed in an account by the Commission and shall be drawn upon from time to time to reimburse the Commission for the direct and indirect cost of said inspection service, and if said cost is less than the inspection fee initially collected, the remaining balance shall be returned to the developer or, if the final total inspection cost is more than the inspection fee initially collected, the

developer shall pay to the Commission the difference. The Commission may, at its option, elect to have the responsibility for construction inspection and assurance that all work is performed in accordance with the approved plans and specifications remain with the developer and, accordingly, no fee will be charged. In this latter case, upon the project's completion, the developer shall provide to the Commission a Project Completed Certification, Attachment (C), signed by a professional engineer registered in the State of Maryland.

Connection Charges \$ 331.00 based upon \$ 331.00 per connection payable upon execution of this Agreement.

Debt Service Charge \$ 52.92 per month based upon 250' front feet at \$ 50(W) \$2.02(S) front foot/year payment beginning at the time capacity allocation made or service available, whichever occurs first.

Service Charge \$ 55.86 per month based upon \$ 9.64(S) \$7.66(W) per month per EDU beginning when service is utilized. This Service Charge reflects the currently approved rate and is subject to change.

Water Supply Fee \$ 200.00 per EDU for developments without supply (wells) that utilize the public water system payable at the time a connection permit is issued or when the original developer sells the lot(s) whichever occurs first.

Water Storage Fee \$ 300.00 per EDU. For developments without storage facilities that utilize the public water system payable at the time a connection permit is issued or when the original developer sells the lot(s), whichever occurs first.

FIFTH: The Developer shall construct all of the facilities set forth in Exhibit A and/or B of this document, according to the schedule and in the phase or phases of construction indicated therein, and that in the case of multi-phased projects, no phase beyond the first shall be commenced, until the facilities constructed under all previous

phases have been approved and accepted by the Commission.

SIXTH: The Developer shall construct the facilities in accordance with final plans and specifications, and any amendments thereto, submitted to and approved by the Commission. Further, no work in connection with the construction of the facilities shall be commenced prior to the time the Commission has approved said final plans and specifications and the Developer has applied for and secured from the Commission a permit authorizing such construction. Within sixty days after the construction of any phase is completed, a complete set of "As-Built" drawings shall be submitted to the Commission.

SEVENTH: The Developer shall make available the property being improved to any duly authorized representative of the Commission at all reasonable times for the purpose of inspecting the construction of the facilities.

EIGHTH: Upon completion and acceptance by the Commission of the facilities as set forth in paragraph SECOND above, the Developer when requested so to do by the Commission, agrees to convey all of the facilities with the appropriate sites, easements, and rights-of-way to the Commission for the nominal sum of One Dollar (\$1.00) and to provide all documentation and assurances of title as are requested by the Commission in connection with said proposed conveyances.

NINTH: No premises within the project to be connected to the facilities shall be occupied or used for any purpose whether or not sold by the Developer to others, unless and until such time as the facilities have been completed in accordance with the aforesaid plans, specifications and schedule and have been inspected, approved and accepted by the Commission and the Developer so notified in writing by the Commission.

TENTH: In the event of a dispute between the parties as to the subject matter of this Agreement, the dispute can be submitted to arbitration if the parties hereto mutually agree, or in a court of competent jurisdiction within the State of Maryland and St. Mary's County.

ELEVENTH: This Agreement shall be binding on and insure

to the benefit of the heirs, successors, personal representatives and assigns of the parties hereto.

TWELFTH: The Developer shall warrantee all mechanical, electrical and control facilities for a period of twelve months and all earthwork for a period of eighteen months after they have been conveyed to the Commission. Failure of any of the facilities to perform properly or meet the conditions of paragraph FIRST shall be corrected as soon as possible after notification by the Commission. Failure of facilities to perform due to neglect or misuse by the Commission will void appropriate portion of the warrantees. The warrantees shall cover the cost of labor, equipment, and materials needed to correct any problems with said facilities.

WITNESS the hands and seals of the parties hereto, this day of

ATTEST: ST. MARY'S COUNTY METROPOLITAN COMMISSION  
Secretary By: *Lewis G. Raley* Chairman

ATTEST: DEVELOPERS/PROPERTY OWNERS  
By: *Wendy Hunter Ulbright* Wendy Hunter Ulbright

By: \_\_\_\_\_ Mortgagor

STATE OF MARYLAND, COUNTY OF ST. MARY'S, to wit:  
I HEREBY CERTIFY that on this 5th day of March, 1990, before me, a Notary Public in and for the County of St. Mary's aforesaid, personally appeared *Lewis G. Raley*, Chairman of the St. Mary's County Metropolitan Commission, and on behalf of said Commission did acknowledge the foregoing instrument to be the act and deed of the St. Mary's County Metropolitan Commission.

WITNESS my hand and Notarial Seal.

*Lillian G. Bishop*  
NOTARY PUBLIC  
my commission expires 1/70

STATE OF *Virginia*  
COUNTY OF *Fairfax* to wit:  
I HEREBY CERTIFY that on this 2nd day of *January*, 19 *90*

before me, the subscriber, a Notary Public in the county  
aforesaid, personally appeared *Wendy Hunter Albright*  
and that he/they acknowledged the foregoing Public Works  
Agreement to be his/their act.

WITNESS my hand and Notarial Seal.

*Anna Marie Salazar*  
Notary Public

My Commission Expires *Aug. 5* 1995



EXHIBIT A  
STATEMENT OF  
PROPOSED WATER FACILITIES  
AND PHASING

PROJECT NAME: McDonald's TOTAL NO. OF PHASES: 1  
DEVELOPER: McDonald's Corporation

PHASE 1

PLAT REF: McDonald's # OF <sup>EDU'S</sup> LOTS TO BE SERVED: 5  
PROJECTED CONST. START DATE: January 15, 1990  
PROJECTED CONST. COMPLETION DATE: JUNE 10, 1990  
FACILITIES TO BE CONSTRUCTED<sup>A</sup>: 8" water main with one P/H along MI Route 235 to be owned by this commission

COMMISSION PARTICIPATION<sup>AA</sup> N/A

PHASE II

PLAT REF: N/A # OF LOTS TO BE SERVED: N/A  
PROJECTED CONST. START DATE: N/A  
PROJECTED CONST. COMPLETION DATE: N/A  
FACILITIES TO BE CONSTRUCTED<sup>A</sup>: N/A

COMMISSION PARTICIPATION<sup>AA</sup> N/A

PHASE III

PLAT REF: N/A # OF LOTS TO BE SERVED: N/A  
PROJECTED CONST. START DATE: N/A  
PROJECTED CONST. COMPLETION DATE: N/A  
FACILITIES TO BE CONSTRUCTED: N/A

COMMISSION PARTICIPATION<sup>AA</sup> N/A

(INDICATE ADDITIONAL PHASES ON SEPERATE SHEETS AS NECESSARY)

<sup>A</sup> The facilities listed also include FOR WATER PUMPING STATIONS: wells, pumps, controls, generators, chlorinators, compressors, meters, valves, interior and exterior piping and appurtenances, together with all sites on which they are situated and 20' access to the same; FOR WATER STORAGE TANKS: Elevated storage tanks, standpipes, ground storage tanks, hydropneumatic tanks and surge tanks as required by the Commission, together with all sites on which they are situated and 20' access to the same; FOR DISTRIBUTION SYSTEMS: mains, fire hydrants, valves and valve boxes, fittings, blow offs, water house connections, water house service lines, curb

stops, curb stop boxes, water meter settings and appurtenances, together with 20' permanent easements over the same for maintenance and modification of and connection to these facilities; along with any and all other facilities or appurtenances which in any way could be construed as part of the water system.

AA In the event the Commission is to participate in the cost of construction, payment of the Commission's share will be made in increments consistent with the work in place.

Commission: LR  
(Initials)

Developer: MM  
(Initials)



EXHIBIT B  
STATEMENT OF  
PROPOSED SEWERAGE FACILITIES  
AND PHASING

PROJECT NAME: McDonald's TOTAL NO. OF PHASES: I

DEVELOPER: McDonald's Corporation

PHASE I

PLAT REF: McDonald's # OF EDU'S TO BE SERVED: 3

PROJECTED CONST. START DATE: January 15, 1990

PROJECTED CONST. COMPLETION DATE: June 10, 1990

FACILITIES TO BE CONSTRUCTED: Small sewerage pump and low pressure force main, all to be owned and operated by the Developer.

COMMISSION PARTICIPATION: N/A

PHASE II

PLAT REF: N/A # OF LOTS TO BE SERVED: N/A

PROJECTED CONST. START DATE: N/A

PROJECTED CONST. COMPLETION DATE: N/A

FACILITIES TO BE CONSTRUCTED: N/A

COMMISSION PARTICIPATION: N/A

PHASE III

PLAT REF: N/A # OF LOTS TO BE SERVED: N/A

PROJECTED CONST. START DATE: N/A

PROJECTED CONST. COMPLETION DATE: N/A

FACILITIES TO BE CONSTRUCTED: N/A

COMMISSION PARTICIPATION: N/A

(INDICATE ADDITIONAL PHASES ON SEPERATE SHEETS AS NECESSARY)

A The facilities also include for WASTEWATER PUMPING STATIONS: pumps, wet wells, generators, compressors, meters, valves, interior and exterior piping and appurtenances, together with all sites on which they are situated and 20' access to the same. FOR WASTEWATER TREATMENT PLANTS: Storage lagoons, physical plants, influent and effluent lines, lift stations, generators, together with all sites on which they are situated and 20' access to the same. FOR COLLECTION SYSTEMS: collector and lateral sewers, interceptor sewers, force mains, sewer house service lines, air release valves, house connections, together with 20' permanent easements over the same for maintenance and modification of connection to these facilities; along with any and all other facilities or

appurtenances which in any way could be construed as part of the sewerage system.

AA In the event the Commission is to participate in the cost of construction, payment of the Commission's share will be made in increments consistent with the work in place.

Commission: AL  
(Initials)

Developer: WV  
(Initials)

ATTACHMENT C  
PROJECT COMPLETION CERTIFICATION

This is to certify that I, or my representative, have reviewed the plans and specifications of the project known as -----  
and the applicable State and local codes, standards and specifications and have conducted sufficient on-site testing and inspection to certify that the project was constructed in accordance therewith. Further, I certify that no unauthorized changes affecting any engineering design parameters were made from the approved plans and specifications.

All applicable test results and as-built drawings are submitted herewith and are part of this certification.

----- SEAL

*Let: P. H. Doney*

APR 20 1990

MARY R. BELL, CLERK

PUBLIC WORKS AGREEMENT

11:09AM 04/18/90 REC'D \$0.00

THIS AGREEMENT by and between the ST. MARY'S COUNTY METROPOLITAN COMMISSION, hereinafter the "Commission" and Jay Laurence Millison

hereinafter the "Developer".

WHEREAS, the Commission is responsible for all water and sewerage projects and in the 8th District

Sanitary District, and,

WHEREAS, the Developer is developing certain real property within the said Sanitary District known and described as International House of Pancakes

and, 1:27PM 04/18/90 REC'D \$0.00

WHEREAS, the Developer, whether by requirement of the County or by choice desires to construct central sewerage and water facilities, hereinafter the "facilities", to serve the aforementioned property, and,

WHEREAS, the Developer seeks the approval of the Commission for the construction of such facilities, and,

WHEREAS, the Concept Plan for the aforementioned development has been submitted to and approved by the Board of County Commissioners of St. Mary's County or their duly appointed agent.

NOW THEREFORE, in consideration of the premises and of the mutual covenants and agreements herein, it is agreed by the parties as follows:

FIRST: The Developer shall design the facilities in accordance with the St. Mary's County Standard Specifications for Water and Sewerage Construction, the Comprehensive Water and Sewerage Plan for St. Mary's County and any other rules, regulations, directives or special instructions issued by the Commission or the State and Federal Governments.

SECOND: The Developer shall submit a statement to be included as Exhibit A and/or B of this document, setting forth a proposed phasing for the construction of the facilities and a proposed schedule of completion for said phase or phases, said statement to be subject to the approval of the

Commission. The Developer shall also submit an itemized engineer's estimate of the total cost to complete the facilities for each phase of the development as it occurs, such estimates also being subject to the approval of the Commission.

THIRD: On or before the signing of this Agreement by the parties, the Developer shall furnish a bond or bonds, the form and the surety or sureties thereof to be as approved by the Commission. Said bond shall be payable to the Commission, its successors and assigns in a sum equal to the aforesaid engineering estimate for the cost of constructing the facilities, plus ten percent for contingencies, or the amount of the contract prices, whichever is higher, conditioned that the Developer shall well and truly perform and fulfill the covenants, conditions, stipulations and terms of this Agreement, such bond or bonds to be and remain in force until such time as the warranty period on the completed facilities expires; it being understood that bonding may be accomplished incrementally in accordance with the phases and schedule established under paragraph SECOND above; it being further understood that alternatives to bonding, such as irrevocable letters of credit or irrevocable commitments of funds may be approved by the Commission.

FOURTH: The Developer shall pay to the Commission the following fees:

Review Fee \$600.00 based upon \$ N/A per residential lot, and \$75.00 per commercial ~~XXXX~~ ZDU payable upon execution of this agreement.

Inspection Fee \$557.00 based upon 3% of construction estimate payable upon execution of this Agreement. Said amount shall be placed in an account by the Commission and shall be drawn upon from time to time to reimburse the Commission for the direct and indirect cost of said inspection service, and if said cost is less than the inspection fee initially collected, the remaining balance shall be returned to the developer or, if the final total inspection cost is more than the inspection fee initially collected, the

developer shall pay to the Commission the difference. The Commission may, at its option, elect to have the responsibility for construction inspection and assurance that all work is performed in accordance with the approved plans and specifications remain with the developer and, accordingly, no fee will be charged. In this latter case, upon the project's completion, the developer shall provide to the Commission a Project Completed Certification, Attachment (C), signed by a professional engineer registered in the State of Maryland.

Connection Charges \$331.00 based upon \$331.00 per connection payable upon execution of this Agreement.

Debt Service Charge \$50.80 per month based upon 240 front feet at \$.50(W)2.04(S) front foot/year payment beginning at the time capacity allocation made or service available, whichever occurs first.

Service Charge \$94.78 per month based upon \$17.66(W)9.64(S) per month per EDU beginning when service is utilized. This Service Charge reflects the currently approved rate and is subject to change.

Water Supply Fee \$200.00 per EDU for developments without supply (wells) that utilize the public water system payable at the time a connection permit is issued or when the original developer sells the lot(s) whichever occurs first.

Water Storage Fee \$300.00 per EDU. For developments without storage facilities that utilize the public water system payable at the time a connection permit is issued or when the original developer sells the lot(s), whichever occurs first.

FIFTH: The Developer shall construct all of the facilities set forth in Exhibit A and/or B of this document, according to the schedule and in the phase or phases of construction indicated therein, and that in the case of multi-phased projects, no phase beyond the first shall be commenced, until the facilities constructed under all previous

phases have been approved and accepted by the Commission.

SIXTH: The Developer shall construct the facilities in accordance with final plans and specifications, and any amendments thereto, submitted to and approved by the Commission. Further, no work in connection with the construction of the facilities shall be commenced prior to the time the Commission has approved said final plans and specifications and the Developer has applied for and secured from the Commission a permit authorizing such construction. Within sixty days after the construction of any phase is completed, a complete set of "As-Built" drawings shall be submitted to the Commission.

SEVENTH: The Developer shall make available the property being improved to any duly authorized representative of the Commission at all reasonable times for the purpose of inspecting the construction of the facilities.

EIGHTH: Upon completion and acceptance by the Commission of the facilities as set forth in paragraph SECOND above, the Developer when requested so to do by the Commission, agrees to convey all of the facilities with the appropriate sites, easements, and rights-of-way to the Commission for the nominal sum of One Dollar (\$1.00) and to provide all documentation and assurances of title as are requested by the Commission in connection with said proposed conveyances.

NINTH: No premises within the project to be connected to the facilities shall be occupied or used for any purpose whether or not sold by the Developer to others, unless and until such time as the facilities have been completed in accordance with the aforesaid plans, specifications and schedule and have been inspected, approved and accepted by the Commission and the Developer so notified in writing by the Commission.

TENTH: In the event of a dispute between the parties as to the subject matter of this Agreement, the dispute can be submitted to arbitration if the parties hereto mutually agree, or in a court of competent jurisdiction within the State of Maryland and St. Mary's County.

ELEVENTH: This Agreement shall be binding on and insure

to the benefit of the heirs, successors, personal representatives and assigns of the parties hereto.

TWELFTH: The Developer shall warrantee all mechanical, electrical and control facilities for a period of twelve months and all earthwork for a period of eighteen months after they have been conveyed to the Commission. Failure of any of the facilities to perform properly or meet the conditions of paragraph FIRST shall be corrected as soon as possible after notification by the Commission. Failure of facilities to perform due to neglect or misuse by the Commission will void appropriate portion of the warrantees. The warrantees shall cover the cost of labor, equipment, and materials needed to correct any problems with said facilities.

WITNESS the hands and seals of the parties hereto, this day of

ATTEST: *Edward King* ST. MARY'S COUNTY METROPOLITAN COMMISSION  
Secretary By *L. G. Raley* Chairman

ATTEST: *James H. Carroll* DEVELOPERS/PROPERTY OWNERS  
By *Lawrence Millison*  
By *Lawrence Millison*  
By \_\_\_\_\_ Mortgagor

STATE OF MARYLAND, COUNTY OF ST. MARY'S, to wit:

I HEREBY CERTIFY that on this 22nd day of February, 1940 before me, a Notary Public in and for the County of St. Mary's aforesaid, personally appeared *Lewis G. Raley* Chairman of the St. Mary's County Metropolitan Commission, and on behalf of said Commission did acknowledge the foregoing instrument to be the act and deed of the St. Mary's County Metropolitan Commission.

WITNESS my hand and Notarial Seal.

*L. G. Raley*  
NOTARY PUBLIC  
My commission expires 11/15/40

STATE OF \_\_\_\_\_  
COUNTY OF ST. MARY'S, to wit:

I HEREBY CERTIFY that on this 15 day of FEB, 19



before me, the subscriber, a Notary Public in the county  
aforesaid, personally appeared *Jay Leonard Millison*  
and that he/they acknowledged the foregoing Public Works  
Agreement to be his/their act.

WITNESS my hand and Notarial Seal.

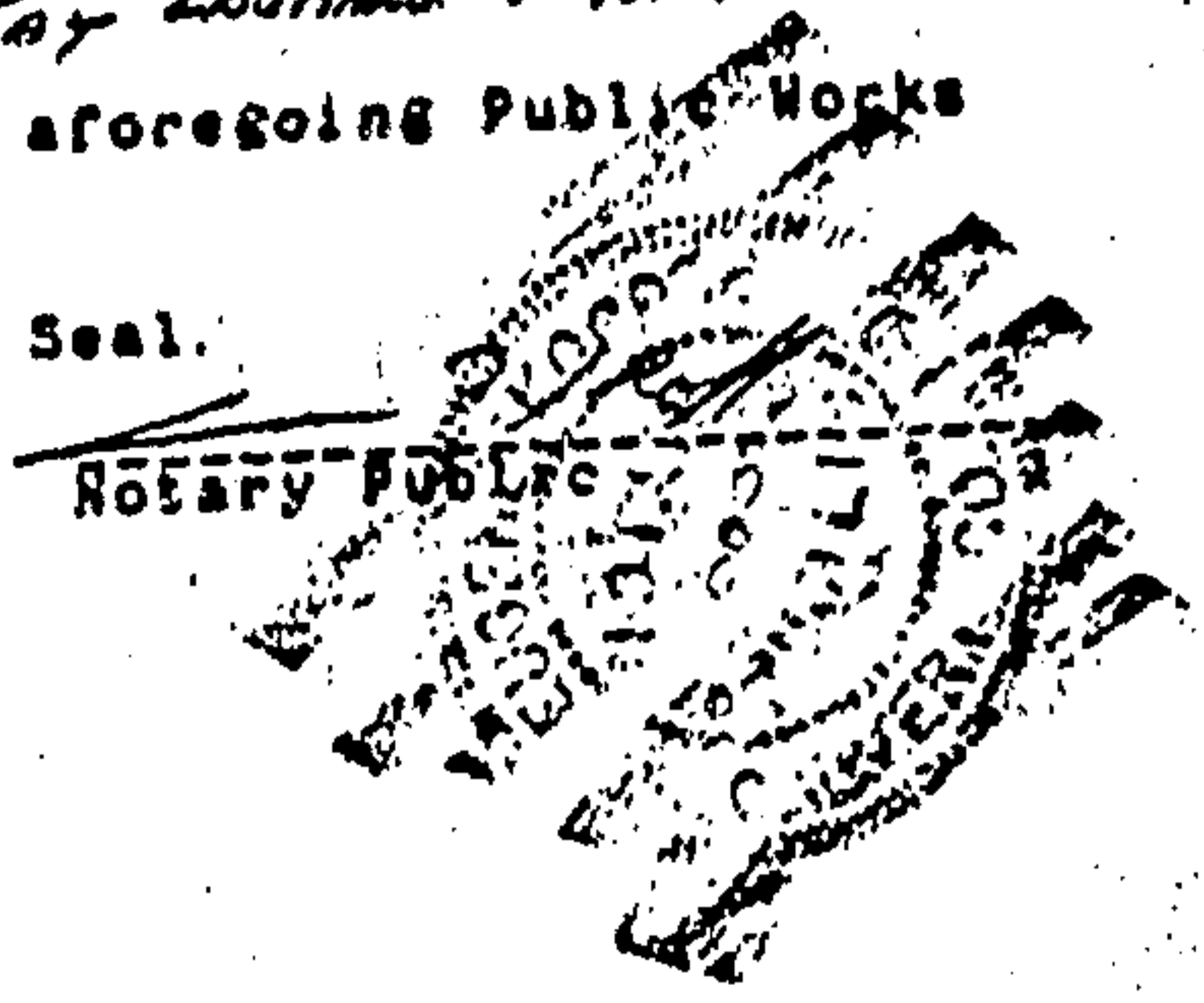


EXHIBIT A  
STATEMENT OF  
PROPOSED WATER FACILITIES  
AND PHASING

PROJECT NAME: Inter. House of Pancakes TOTAL NO. OF PHASES: 1  
DEVELOPER: Jay Laurence Millison

PHASE 1

PLAT REF: International House of Pancakes EDU's  
# OF LOTS TO BE SERVED: 8

PROJECTED CONST. START DATE: March 22, 1990

PROJECTED CONST. COMPLETION DATE: June 1, 1990

FACILITIES TO BE CONSTRUCTED: Approx. 470 LF of 12" water main and appurtenances within the State right-of-way only. Construction to begin at the existing 12" (W) near the Golden Corral & extend south along front of subject property.

COMMISSION PARTICIPATION: Supply all pipes & appurtenances and pay 1/3 of inspection fees. And supply Maryland State Highway Administration permits as needed.

PHASE II

PLAT REF: N/A # OF LOTS TO BE SERVED: N/A

PROJECTED CONST. START DATE: N/A

PROJECTED CONST. COMPLETION DATE: N/A

FACILITIES TO BE CONSTRUCTED: N/A

COMMISSION PARTICIPATION: N/A

PHASE III

PLAT REF: N/A # OF LOTS TO BE SERVED: N/A

PROJECTED CONST. START DATE: N/A

PROJECTED CONST. COMPLETION DATE: N/A

FACILITIES TO BE CONSTRUCTED: N/A

COMMISSION PARTICIPATION: N/A

(INDICATE ADDITIONAL PHASES ON SEPERATE SHEETS AS NECESSARY)

A The facilities listed also include FOR WATER PUMPING STATIONS: wells, pumps, controls, generators, chlorinators, compressors, meters, valves, interior and exterior piping and appurtenances, together with all sites on which they are situate and 20' access to the same; FOR WATER STORAGE TANKS: Elevated storage tanks, standpipes, ground storage tanks, hydropneumatic tanks and surge tanks as required by the Commission, together with all sites on which they are situate and 20' access to the same; FOR DISTRIBUTION SYSTEMS: mains, fire hydrants, valves and valve boxes, fittings, blow offs, water house connections, water house service lines, curb

stops, curb stop boxes, water meter settings and appurtenances, together with 20' permanent easements over the same for maintenance and modification of and connection to these facilities; along with any and all other facilities or appurtenances which in any way could be construed as part of the water system.

\*\* In the event the Commission is to participate in the cost of construction, payment of the Commission's share will be made in increments consistent with the work in place.

Commission:  (Initials)


Developer:  (Initials)

EXHIBIT B  
STATEMENT OF  
PROPOSED SEWERAGE FACILITIES  
AND PHASING

PROJECT NAME: Inter. House of Pancakes TOTAL NO. OF PHASES: I  
DEVELOPER: Jay Lawrence Millison

PHASE 1  
PLAT REF: International House of Pancakes EDU's  
# OF ~~HOUSES~~ TO BE SERVED: 8  
PROJECTED CONST. START DATE: 3/22/90  
PROJECTED CONST. COMPLETION DATE: 4/1/90  
FACILITIES TO BE CONSTRUCTED: Approx. 281 LF of 8" sewer main and  
MH #2 which is to be owned and operated by the developer. Construct MH#1  
which is to be turned over and owned by this Commission  
COMMISSION PARTICIPATION\*\* None

PHASE II  
PLAT REF: N/A # OF LOTS TO BE SERVED: N/A  
PROJECTED CONST. START DATE: N/A  
PROJECTED CONST. COMPLETION DATE: N/A  
FACILITIES TO BE CONSTRUCTED: N/A  
COMMISSION PARTICIPATION\*\* N/A

PHASE III  
PLAT REF: N/A # OF LOTS TO BE SERVED: N/A  
PROJECTED CONST. START DATE: N/A  
PROJECTED CONST. COMPLETION DATE: N/A  
FACILITIES TO BE CONSTRUCTED: N/A  
COMMISSION PARTICIPATION\*\* N/A

(INDICATE ADDITIONAL PHASES ON SEPERATE SHEETS AS NECESSARY)

\* The facilities also include for WASTEWATER PUMPING STATIONS: pumps, wet wells, generators, compressors, meters, valves, interior and exterior piping and appurtenances, together with all sites on which they are situated and 20' access to the same. FOR WASTEWATER TREATMENT PLANTS: Storage lagoons, physical plants influent and effluent lines, lift stations, generators, together with all sites on which they are situated and 20' access to the same; FOR COLLECTION SYSTEMS: collector and lateral sewers, interceptor sewers, forcemains, sewer house service lines, air release valves, house connections, together with 20' permanent easements over the same for maintenance and modification of connection to these facilities; along with any and all other facilities or

appurtenances which in any way could be construed as part of the sewerage system.

AA In the event the Commission is to participate in the cost of construction, payment of the Commission's share will be made in increments consistent with the work in place.

Commission: *ZR* (Initials)

Developer: *L.M.* (Initials)

*Del. P. H. Turvey*

APR 20 1990

MARY R. BELL, CLERK

PUBLIC WORKS AGREEMENT

11:09AM 04/18/90 REC'D \$0.00

THIS AGREEMENT by and between the ST. MARY'S COUNTY METROPOLITAN COMMISSION, hereinafter the "Commission" and Heritage Manor Homes

hereinafter the "Developer".

WHEREAS, the Commission is responsible for all water and sewerage projects and in the 8th (Eighth)

Sanitary District, and,

WHEREAS, the Developer is developing certain real property within the said Sanitary District known and described as Cedar Cove P.U.D. & Shannon P.U.D.

and,

WHEREAS, the Developer, whether by requirement of the County or by choice desires to construct central facilities, hereinafter the "facilities", to serve the aforementioned property, and,

WHEREAS, the Developer seeks the approval of the Commission for the construction of such facilities, and,

WHEREAS, the Concept Plan for the aforementioned development has been submitted to and approved by the Board of County Commissioners of St. Mary's County or their duly appointed agent.

NOW THEREFORE, in consideration of the premises and of the mutual covenants and agreements herein, it is agreed by the parties as follows:

FIRST: The Developer shall design the facilities in accordance with the St. Mary's County Standard Specifications for Water and Sewerage Construction, the Comprehensive Water and Sewerage Plan for St. Mary's County and any other rules, regulations, directives or special instructions issued by the Commission or the State and Federal Governments.

SECOND: The Developer shall submit a statement to be included as Exhibit A and/or B of this document, setting forth a proposed phasing for the construction of the facilities and a proposed schedule of completion for said phase or phases, said statement to be subject to the approval of the Commission. The Developer shall also submit an itemized engineer's estimate of the total cost to complete the facilities for each phase of the development as it occurs, such estimates also being subject to the approval of the Commission. The Commission agrees that should the facilities

1:27PM 04/18/90 REC'D \$0.00

1-28-90

set forth in paragraph SECOND above be used on a temporary basis for other than Cedar Cove and Shannon Farms, no restriction on the issuance of building permits, certificates, of occupancy, etc. will be imposed upon the 600 units covered by this agreement.

THIRD: On or before the signing of this Agreement by the parties, the Developer shall furnish a bond or bonds, the form and the surety or sureties thereof to be as approved by the Commission. Said bond shall be payable to the Commission, its successors and assigns in a sum equal to the aforesaid engineering estimate for the cost of constructing the facilities, plus ten percent for contingencies, or the amount of the contract prices, whichever is higher, conditioned that the Developer shall well and truly perform and fulfill the covenants, conditions, stipulations and terms of this Agreement, such bonds or bonds to be and remain in force until such time as the warrantee period on the completed facilities expires; it being understood that bonding may be accomplished incrementally in accordance with the phases and schedule established under paragraph SECOND above; it being further understood that alternatives to bonding, such as irrevocable letters of credit or irrevocable commitments of funds may be approved by the Commission.

FOURTH: The Developer shall pay to the Commission the following fees:

Review Fee \$ N/A based upon \$ \_\_\_\_\_ per residential lot, and \$ \_\_\_\_\_ per commercial lot payable upon execution of this agreement.

Inspection Fee \$ To be determined based upon 3% of construction estimate payable upon execution of this Agreement. Said amount shall be placed in an account by the Commission and shall be drawn upon from time to time to reimburse the Commission for the direct and indirect cost of said inspection service, and if said cost is less than the inspection fee initially collected, the remaining balance shall be returned to the developer or, if the final total inspection cost is more than the inspection fee initially collected, the developer shall pay to the Commission the difference. The Commission may, at its option, elect to have the responsibility for construction inspection and assurance that all work is performed in accordance with the approved plans and specifications remain with the

Pf 2 of 8  
L.M.

developer and, accordingly, no fee will be charged. In this latter case, upon the project's completion, the developer shall provide to the Commission a Project Completed Certification, Attachment (C), signed by a professional engineer registered in the State of Maryland.

Connection Charges \$ N/A based upon \$ \_\_\_\_\_ per connection payable upon execution of this Agreement.

Debt Service Charge \$ N/A per month based upon \_\_\_\_\_ front feet at \$ \_\_\_\_\_ front foot/year payment beginning at the time capacity allocation made or service available, whichever occurs first.

Service Charge \$ N/A per month based upon \$ \_\_\_\_\_ per month per EDU beginning when service is utilized. This Service Charge reflects the currently approved rate and is subject to change.

Water Supply Fee \$ N/A per EDU for developments without supply (wells) that utilize the public water system payable at the time a connection permit is issued or when the original developer sells the lot(s) whichever occurs first.

Water Storage Fee \$ N/A per EDU. For developments without storage facilities that utilize the public water system payable at the time a connection permit is issued or when the original developer sells the lot(s), whichever occurs first.

FIFTH: The Developer shall construct all of the facilities set forth in Exhibit A and/or B of this document, according to the schedule and in the phase or phases of construction indicated therein, and that in the case of multi-phased projects, no phase beyond the first shall be commenced, until the facilities constructed under all previous phases have been approved and accepted by the Commission.

SIXTH: The Developer shall construct the facilities in accordance with final plans and specifications, and any amendments thereto, submitted to and approved by the Commission. Further, no work in connection with the construction of the facilities shall be commenced prior to the time the Commission has approved said final plans and specifications and the Developer has applied for and secured from the Commission a permit authorizing such construction.

P43-0-8  
LM



Within sixty days after the construction of any phase is completed, a complete set of "As-Built" drawings shall be submitted to the Commission.

SEVENTH: The Developer shall make available the property being improved to any duly authorized representative of the Commission at all reasonable times for the purpose of inspecting the construction of the facilities.

EIGHTH: Upon completion and acceptance by the Commission of the facilities as set forth in paragraph SECOND above, the Developer when requested so to do by the Commission, agrees to convey all of the facilities with the appropriate sites, easements, and rights-of-way to the Commission for the nominal sum of One Dollar (\$1.00) and to provide all documentation and assurances of title as are requested by the Commission in connection with said proposed conveyances.

NINTH: No premises within the project to be connected to the facilities shall be occupied or used for any purpose whether or not sold by the Developer to others, unless and until such time as the facilities have been completed in accordance with the aforesaid plans, specifications and schedule and have been inspected, approved and accepted by the Commission and the Developer so notified in writing by the Commission.

TENTH: In the event of a dispute between the parties as to the subject matter of this Agreement, the dispute can be submitted to arbitration if the parties hereto mutually agree, or in a court of competent jurisdiction within the State of Maryland and St. Mary's County.

ELEVENTH: This Agreement shall be binding on and insure to the benefit of the heirs, successors, personal representatives and assigns of the parties hereto.

TWELFTH: The Developer shall warrantee all mechanical, electrical and control facilities for a period of twelve months and all earthwork for a period of eighteen months after they have been conveyed to the Commission. Failure of any of the facilities to perform properly or meet the conditions of paragraph FIRST shall be corrected as soon as possible after notification by the Commission. Failure of facilities to perform due to neglect or misuse by the Commission will void appropriate portion of the warrantees. The warrantees shall cover the cost of labor, equipment, and materials needed to correct any problems with said facilities.

P1-4-45-8  
1-31

THIRTEENTH: For those premises for which building permits were issued on or before March 23, 1990, completion of construction, inspection approval and acceptance of the 170,000 gallon elevated storage tank and the 300 gpm well and associated stand by generator, control building, etc., shall not be a prerequisite or condition of issuance by the Commission or certificate of occupancy.

WITNESS the hands and seals of the parties hereto, this day of

ATTEST: ST. MARY'S COUNTY METROPOLITAN COMMISSION  
Secretary *[Signature]* By *[Signature]* Chairman

ATTEST: DEVELOPERS/PROPERTY OWNERS  
By *[Signature]* Larry Millison  
By \_\_\_\_\_  
By \_\_\_\_\_ Mortgagor

STATE OF MARYLAND, COUNTY OF ST. MARY'S, to wit:  
I HEREBY CERTIFY that on this 22<sup>nd</sup> day of March 1990 before me, a Notary Public in and for the County of St. Mary's aforesaid, personally appeared *Louis G. Raley*, Chairman of the St. Mary's County Metropolitan Commission, and on behalf of said Commission did acknowledge the foregoing instrument to be the act and deed of the St. Mary's County Metropolitan Commission.  
WITNESS my hand and Notarial Seal.

*[Signature]*  
Notary Public  
*My Commission Expires 7/1/90*

STATE OF MD  
COUNTY OF ST. MARY'S  
I HEREBY CERTIFY that on this 27 day of March, 1990 before me, the subscriber, a Notary Public in the county aforesaid, personally appeared *Larry Millison* and that he/they acknowledged the foregoing Public Works Agreement to be his/their act.  
WITNESS my hand and Notarial Seal.

*[Signature]*  
Notary Public  
A. S. W. L. M. CALVERT CO.

EXHIBIT A

STATEMENT OF PROPOSED WATER FACILITIES AND PHASING

PROJECT NAME: Cedar Cove PUD & Shannon PUD TOTAL NO. OF PHASES 1

DEVELOPER: Heritage Manor Homes

PHASE 1

PLAT REF: Cedar Cove PUD area # OF LOTS TO BE SERVED: 500 Total

PROJECTED CONST. START DATE: Unknown

PROJECTED CONST. COMPLETION DATE: \*

FACILITIES TO BE CONSTRUCTED: Standpipe estimated to have 170,000 gallons under a minimum pressure of 35 PSI at the farthest location of the distribution system which is also to be

COMMISSION PARTICIPATION: II

PHASE II

PLAT REF: # OF LOTS TO BE SERVED:

PROJECTED CONST. START DATE:

PROJECTED CONST. COMPLETION DATE:

FACILITIES TO BE CONSTRUCTED:

COMMISSION PARTICIPATION:

PHASE III

PLAT REF: # OF LOTS TO BE SERVED:

PROJECTED CONST. START DATE:

PROJECTED CONST. COMPLETION DATE:

FACILITIES TO BE CONSTRUCTED:

COMMISSION PARTICIPATION:

(INDICATE ADDITIONAL PHASES ON SEPARATE SHEETS AS NECESSARY)

A The facilities listed also include FOR WATER PUMPING STATIONS: wells, pumps, controls, generators, chlorinators, compressors, meters, valves, interior and exterior piping and appurtenances, together with all sites on which they are situate and 20' access to the same; FOR WATER STORAGE TANKS: Elevated storage tanks, standpipes, ground storage tanks, hydropneumatic tanks and surge tanks as required by the Commission, together with all sites on which they are situate and 20' access to the same; FOR DISTRIBUTION SYSTEMS: mains, fire hydrants, valves and valve boxes, fittings, blow offs, water house connections, water house service lines, curb stops, curb stop boxes, water meter settings and appurtenances, together with 20' permanent easements over the same for maintenance and modification of and connection to these facilities; along with any and all other facilities or appurtenances which in any way could be construed as part of the water system.

\* At least 90 days from the next construction permit to be issued (See attached letter).

@ Constructed, according to the St. Mary's County Standard Specification for water and sewerage construction. A 300 gpm well with standby power is to be included, for a total of 3 wells in the P.U.D.

!! The Metropolitan Commission will contribute money, if any is required, to pay the difference in cost of a standpipe vice an elevated storage tank.

Pf. 606-9  
h.m

\*\* In the event the Commission is to participate in the cost of construction, payment of the Commission's share will be made in increments consistent with the work in place.

Commission: [Signature]  
(Initials)

Developer: L.M.  
(Initials)

PA-7-4-8

ATTACHMENT C

PROJECT COMPLETION CERTIFICATION

This is to certify that I, or my representative, have reviewed the plans and specifications of the project known as

-----  
and the applicable State and local codes, standards and specifications and have conducted sufficient on-site testing and inspection to certify that the project was constructed in accordance therewith. Further, I certify that no unauthorized changes affecting any engineering design parameters were made from the approved plans and specifications.

All applicable test results and as-built drawings are submitted herewith and are part of this certification.

----- SEAL

P/B- 806-8  
L.N.

*Del. P.H. Jersey*

APR 20 1990

MARY R. BELL CLERK

PUBLIC WORKS AGREEMENT

11:09AM 04/18/900 RECDNG \$0.00

THIS AGREEMENT by and between the ST. MARY'S COUNTY METROPOLITAN COMMISSION, hereinafter the "Commission" and Charles G. McDaniel

hereinafter the "Developer".

WHEREAS, the Commission is responsible for all water and sewerage projects and in the eighth Sanitary District, and,

WHEREAS, the Developer is developing certain real property within the said Sanitary District known and described as Hildrup Moving & Storage

and, I:27PM 04/18/900 RECDNG \$0.00

WHEREAS, the Developer, whether by requirement of the County or by choice desires to construct central water & sewerage facilities, hereinafter the "facilities", to serve the aforementioned property, and,

WHEREAS, the Developer seeks the approval of the Commission for the construction of such facilities, and,

WHEREAS, the Concept Plan for the aforementioned development has been submitted to and approved by the Board of County Commissioners of St. Mary's County or their duly appointed agent.

NOW THEREFORE, in consideration of the premises and of the mutual covenants and agreements herein, it is agreed by the parties as follows:

FIRST: The Developer shall design the facilities in accordance with the St. Mary's County Standard Specifications for Water and Sewerage Construction, the Comprehensive Water and Sewerage Plan for St. Mary's County and any other rules, regulations, directives or special instructions issued by the Commission or the State and Federal Governments.

SECOND: The Developer shall submit a statement to be included as Exhibit A and/or B of this document, setting forth a proposed phasing for the construction of the facilities and a proposed schedule of completion for said phase or phases, said statement to be subject to the approval of the

Commission. The Developer shall also submit an itemized engineer's estimate of the total cost to complete the facilities for each phase of the development as it occurs, such estimates also being subject to the approval of the Commission.

THIRD: On or before the signing of this Agreement by the parties, the Developer shall furnish a bond or bonds, the form and the surety or sureties thereof to be as approved by the Commission. Said bond shall be payable to the Commission, its successors and assigns in a sum equal to the aforesaid engineering estimate for the cost of constructing the facilities, plus ten percent for contingencies, or the amount of the contract prices, whichever is higher, conditioned that the Developer shall well and truly perform and fulfill the covenants, conditions, stipulations and terms of this Agreement, such bond or bonds to be and remain in force until such time as the warrantee period on the completed facilities expires; it being understood that bonding may be accomplished incrementally in accordance with the phases and schedule established under paragraph SECOND above; it being further understood that alternatives to bonding, such as irrevocable letters of credit or irrevocable commitments of funds may be approved by the Commission.

FOURTH: The Developer shall pay to the Commission the following fees:

Review Fee \$ 75.00 based upon \$ N/A per residential lot, and \$ 75.00 per commercial lot payable upon execution of this agreement.

Inspection Fee \$ 557.10 based upon 3% of construction estimate payable upon execution of this Agreement. Said amount shall be placed in an account by the Commission and shall be drawn upon from time to time to reimburse the Commission for the direct and indirect cost of said inspection service, and if said cost is less than the inspection fee initially collected, the remaining balance shall be returned to the developer or, if the final total inspection cost is more than the inspection fee initially collected, the

developer shall pay to the Commission the difference. The Commission may, at its option, elect to have the responsibility for construction inspection and assurance that all work is performed in accordance with the approved plans and specifications remain with the developer and, accordingly, no fee will be charged. In this latter case, upon the project's completion, the developer shall provide to the Commission a Project Completed Certification, Attachment (C), signed by a professional engineer registered in the State of Maryland.

Connection Charges \$ N/A based upon \$ N/A per connection payable upon execution of this Agreement.

Debt Service Charge \$ 59.26 per month based upon 280 front feet at \$ .50(w) 2.04(s) front foot/year payment beginning at the time capacity allocation made or service available, whichever occurs first.

Service Charge \$ 17.30 per month based upon \$ 17.66(w) 9.64(s) per month per EDU beginning when service is utilized. This Service Charge reflects the currently approved rate and is subject to change.

Water Supply Fee \$ 200.00 per EDU for developments without supply (wells) that utilize the public water system payable at the time a connection permit is issued or when the original developer sells the lot(s) whichever occurs first.

Water Storage Fee \$ 300.00 per EDU. For developments without storage facilities that utilize the public water system payable at the time a connection permit is issued or when the original developer sells the lot(s), whichever occurs first.

FIFTH: The Developer shall construct all of the facilities set forth in Exhibit A and/or B of this document, according to the schedule and in the phase or phases of construction indicated therein, and that in the case of multi-phased projects, no phase beyond the first shall be commenced, until the facilities constructed under all previous



phases have been approved and accepted by the Commission.

SIXTH: The Developer shall construct the facilities in accordance with final plans and specifications, and any amendments thereto, submitted to and approved by the Commission. Further, no work in connection with the construction of the facilities shall be commenced prior to the time the Commission has approved said final plans and specifications and the Developer has applied for and secured from the Commission a permit authorizing such construction. Within sixty days after the construction of any phase is completed, a complete set of "As-Built" drawings shall be submitted to the Commission.

SEVENTH: The Developer shall make available the property being improved to any duly authorized representative of the Commission at all reasonable times for the purpose of inspecting the construction of the facilities.

EIGHTH: Upon completion and acceptance by the Commission of the facilities as set forth in paragraph SECOND above, the Developer when requested so to do by the Commission, agrees to convey all of the facilities with the appropriate sites, easements, and rights-of-way to the Commission for the nominal sum of One Dollar (\$1.00) and to provide all documentation and assurances of title as are requested by the Commission in connection with said proposed conveyances.

NINTH: No premises within the project to be connected to the facilities shall be occupied or used for any purpose whether or not sold by the Developer to others, unless and until such time as the facilities have been completed in accordance with the aforesaid plans, specifications and schedule and have been inspected, approved and accepted by the Commission and the Developer so notified in writing by the Commission.

TENTH: In the event of a dispute between the parties as to the subject matter of this Agreement, the dispute can be submitted to arbitration if the parties hereto mutually agree, or in a court of competent jurisdiction within the State of Maryland and St. Mary's County.

ELEVENTH: This Agreement shall be binding on and insure

to the benefit of the heirs, successors, personal representatives and assigns of the parties hereto.

TWELFTH: The Developer shall warrantee all mechanical, electrical and control facilities for a period of twelve months and all earthwork for a period of eighteen months after they have been conveyed to the Commission. Failure of any of the facilities to perform properly or meet the conditions of paragraph FIRST shall be corrected as soon as possible after notification by the Commission. Failure of facilities to perform due to neglect or misuse by the Commission will void appropriate portion of the warrantees. The warrantees shall cover the cost of labor, equipment, and materials needed to correct any problems with said facilities.

WITNESS the hands and seals of the parties hereto, this day of

ATTEST: ST. MARY'S COUNTY METROPOLITAN COMMISSION  
By *[Signature]* Secretary

DEVELOPERS/PROPERTY OWNERS  
By *[Signature]* Charles G. McDaniel  
By *[Signature]* Robert G. Hicks  
By *[Signature]* Mark J. Kanowiz

STATE OF <sup>MAKELAND</sup> ~~WIRGLAND~~ VIRGINIA, COUNTY OF <sup>Stafford</sup> ~~ST. MARY'S~~ to wit:

I HEREBY CERTIFY that on this *28th* day of *March*, 1990 before me, a Notary Public in and for the County of St. Mary's aforesaid, personally appeared *Louis G. Raley* Chairman of the St. Mary's County Metropolitan Commission, and on behalf of said Commission did acknowledge the foregoing instrument to be the act and deed of the St. Mary's County Metropolitan Commission.

WITNESS my hand and Notarial Seal.

I Alice F. Morris notarize the above for Charles G. McDaniel and Robert G. Hicks only.

STATE OF *Virginia* COUNTY OF *Stafford*, to wit:

I HEREBY CERTIFY that on this *8th* day of *March*, 1990

*Alice F. Morris*  
Notary Public  
My commission expires *4/17/1990*

LIBER 005 PAGE 83

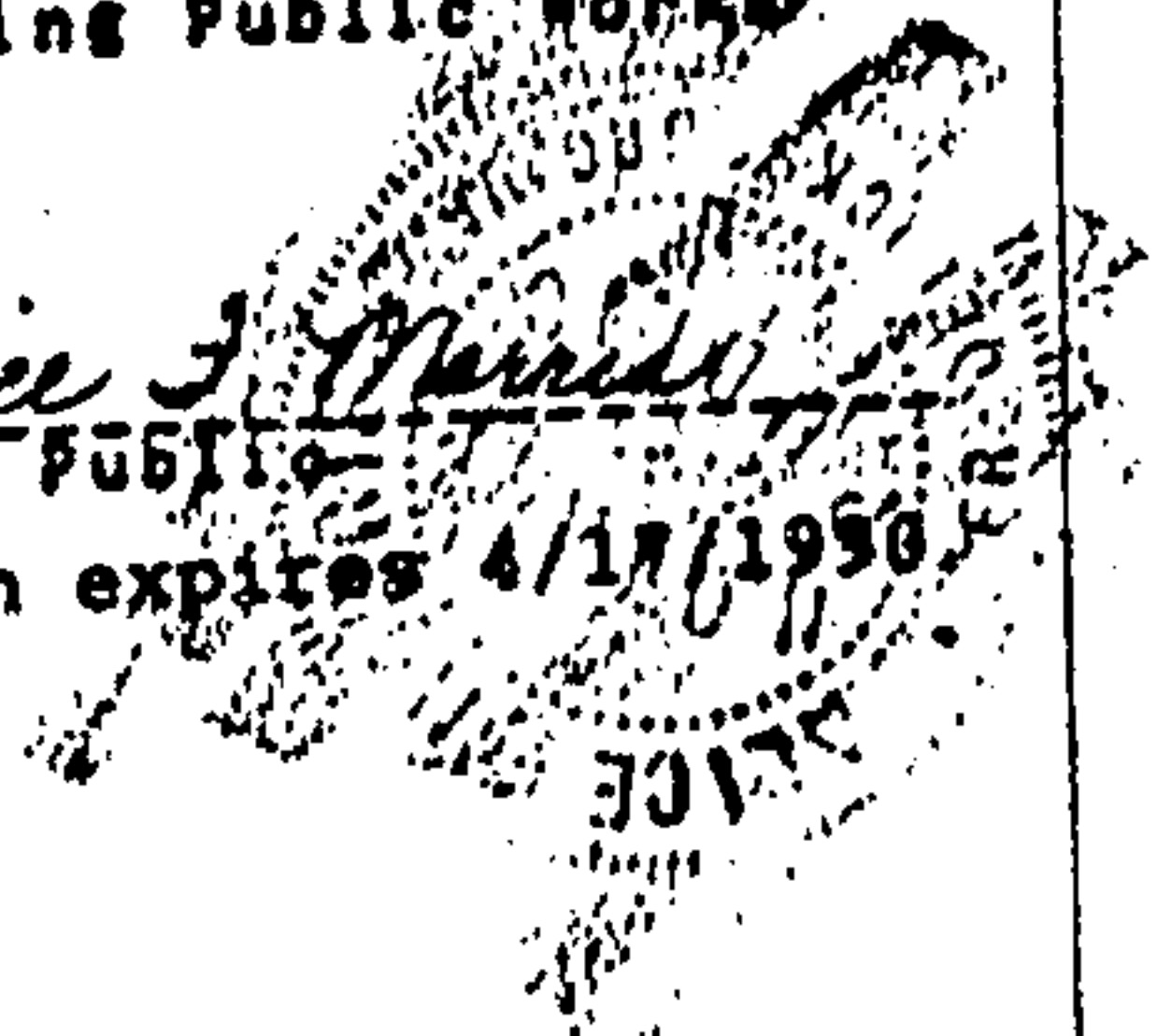
LIBER 530 PAGE 305

before me, the subscriber, a Notary Public in the county  
aforesaid, personally appeared Charles G. McDaniel/Robert G. Hicks  
and that he/they acknowledged the foregoing Public Works  
Agreement to be his/their act.

WITNESS my hand and Notarial Seal.

*Alice J. Martin*  
Notary Public

My commission expires 4/17/1958



LIDER 530 PAGE 306

EXHIBIT A  
STATEMENT OF  
PROPOSED WATER FACILITIES  
AND PHASING

PROJECT NAME: Hildrup TOTAL NO. OF PHASES: 1  
DEVELOPER: Charles G. McDaniel

PHASE 1

PLAT REF: Hildrup Moving & Storage # OF LOTS TO BE SERVED: 1  
PROJECTED CONST. START DATE: 3-01-90  
PROJECTED CONST. COMPLETION DATE: 6-01-90  
FACILITIES TO BE CONSTRUCTED: 8" water main, one fire hydrant and fire line to serve warehouse addition which is to be owned and operated by the developer.

COMMISSION PARTICIPATION\*\* None

PHASE II

PLAT REF: N/A # OF LOTS TO BE SERVED: N/A  
PROJECTED CONST. START DATE: N/A  
PROJECTED CONST. COMPLETION DATE: N/A  
FACILITIES TO BE CONSTRUCTED: N/A

COMMISSION PARTICIPATION\*\* N/A

PHASE III

PLAT REF: N/A # OF LOTS TO BE SERVED: N/A  
PROJECTED CONST. START DATE: N/A  
PROJECTED CONST. COMPLETION DATE: N/A  
FACILITIES TO BE CONSTRUCTED: N/A

COMMISSION PARTICIPATION\*\* N/A

(INDICATE ADDITIONAL PHASES ON SEPERATE SHEETS AS NECESSARY)

\* The facilities listed also include FOR WATER PUMPING STATIONS: wells, pumps, controls, generators, chlorinators, compressors, meters, valves, interior and exterior piping and appurtenances, together with all sites on which they are situate and 20' access to the same; FOR WATER STORAGE TANKS: Elevated storage tanks, standpipes, ground storage tanks, hydropneumatic tanks and surge tanks as required by the Commission, together with all sites on which they are situate and 20' access to the same; FOR DISTRIBUTION SYSTEMS: mains, fire hydrants, valves and valve boxes, fittings, blow offs, water house connections, water house service lines, curb

stops, curb stop boxes, water meter settings and appurtenances, together with 20' permanent easements over the same for maintenance and modification of and connection to these facilities; along with any and all other facilities or appurtenances which in any way could be construed as part of the water system.

\*\* In the event the Commission is to participate in the cost of construction, payment of the Commission's share will be made in increments consistent with the work in place.

Commission: MR  
(INITIALS)

Developer: MS  
(INITIALS)

EXHIBIT B  
STATEMENT OF  
PROPOSED SEWER FACILITIES  
AND PHASING

PROJECT NAME: Hilldrup TOTAL NO. OF PHASES: 1  
DEVELOPER: Charles G. McDaniel

PHASE 1

PLAT REF: Hilldrup Moving & Storage # OF LOTS TO BE SERVED: 1  
PROJECTED CONST. START DATE: 3-01-90  
PROJECTED CONST. COMPLETION DATE: 6-01-90  
FACILITIES TO BE CONSTRUCTED\*: 6" sewer service line to serve existing warehouse which is to be owned and operated by the developer.

COMMISSION PARTICIPATION\*\* None

PHASE II

PLAT REF: N/A # OF LOTS TO BE SERVED: 1  
PROJECTED CONST. START DATE: N/A  
PROJECTED CONST. COMPLETION DATE: N/A  
FACILITIES TO BE CONSTRUCTED\*: N/A

COMMISSION PARTICIPATION\*\* N/A

PHASE III

PLAT REF: N/A # OF LOTS TO BE SERVED: N/A  
PROJECTED CONST. START DATE: N/A  
PROJECTED CONST. COMPLETION DATE: N/A  
FACILITIES TO BE CONSTRUCTED: N/A

COMMISSION PARTICIPATION\*\* N/A

(INDICATE ADDITIONAL PHASES ON SEPERATE SHEETS AS NECESSARY)

\* The facilities also include for WASTEWATER PUMPING STATIONS: pumps, wet wells, generators, compressors, meters, valves, interior and exterior piping and appurtenances, together with all sites on which they are situated and 20' access to the same. FOR WASTEWATER TREATMENT PLANTS: Storage lagoons, physical plants influent and effluent lines, lift stations, generators, together with all sites on which they are situated and 20' access to the same; FOR COLLECTION SYSTEMS: collector and lateral sewers, interceptor sewers, forcemains, sewer house service lines, air release valves, house connections, together with 20' permanent easements over

LIBER 005 PAGE 87

LIBER 530 PAGE 309

the same for maintenance and modification of connection to these facilities, along with any and all other facilities or appurtenances which in any way could be construed as part of the sewerage system.

\*\* In the event the Commission is to participate in the cost of construction, payment of the Commission's share will be made in increments consistent with the work in place.

Commission: \_\_\_\_\_

*LR*  
(initials)

Developer: \_\_\_\_\_

*ML*  
(initials)

*Del. P. H. Dancy*

APR 20 1990

MARY R. BELL, CLERK

Water & Sewer  
Bond Amt. \$97,775.00

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LIBER 005 PAGE 88

PUBLIC WORKS AGREEMENT

11:09AM 04/18/90 REC'D \$0.00

THIS AGREEMENT by and between the ST. MARY'S COUNTY METROPOLITAN COMMISSION, hereinafter the "Commission" and Interstate General Company L.P.

-----  
Hereinafter the "Developer".

WHEREAS, the Commission is responsible for all water and sewerage projects and in the eighth

-----  
Sanitary District, and,

WHEREAS, the Developer is developing certain real property within the said Sanitary District known and described as Warwick of Westbury (Tosca) PUD

-----  
and,

WHEREAS, the Developer, whether by requirement of the County or by choice desires to construct central sewerage water facilities, hereinafter the "facilities", to serve the aforementioned property, and,

WHEREAS, the Developer seeks the approval of the Commission for the construction of such facilities, and,

WHEREAS, the Concept Plan for the aforementioned development has been submitted to and approved by the Board of County Commissioners of St. Mary's County or their duly appointed agent.

NOW THEREFORE, in consideration of the premises and of the mutual covenants and agreements herein, it is agreed by the parties as follows:

FIRST: The Developer shall design the facilities in accordance with the St. Mary's County Standard Specifications for Water and Sewerage Construction, the Comprehensive Water and Sewerage Plan for St. Mary's County and any other rules, regulations, directives or special instructions issued by the Commission or the State and Federal Governments.

SECOND: The Developer shall submit a statement to be included as Exhibit A and/or B of this document, setting forth a proposed phasing for the construction of the facilities and a proposed schedule of completion for said phase or phases, said statement to be subject to the approval of the



Commission. The Developer shall also submit an itemized engineer's estimate of the total cost to complete the facilities for each phase of the development as it occurs, such estimates also being subject to the approval of the Commission.

THIRD: On or before the signing of this Agreement by the parties, the Developer shall furnish a bond or bonds, the form and the surety or sureties thereof to be as approved by the Commission. Said bond shall be payable to the Commission, its successors and assigns in a sum equal to the aforesaid engineering estimate for the cost of constructing the facilities, plus ten percent for contingencies, or the amount of the contract prices, whichever is higher, conditioned that the Developer shall well and truly perform and fulfill the covenants, conditions, stipulations and terms of this Agreement, such bond or bonds to be and remain in force until such time as the warranty period on the completed facilities expires; it being understood that bonding may be accomplished incrementally in accordance with the phases and schedule established under paragraph SECOND above; it being further understood that alternatives to bonding, such as irrevocable letters of credit or irrevocable commitments of funds may be approved by the Commission.

FOURTH: The Developer shall pay to the Commission the following fees:

Review Fee \$ 660.00 based upon \$ 20.00 per residential lot, and \$ \_\_\_\_\_ per commercial lot payable upon execution of this agreement.

Inspection Fee \$ 2,933.00 based upon 3% of construction estimate payable upon execution of this Agreement.

Said amount shall be placed in an account by the Commission and shall be drawn upon from time to time to reimburse the Commission for the direct and indirect cost of said inspection service, and if said cost is less than the inspection fee initially collected, the remaining balance shall be returned to the developer or, if the final total inspection cost is more than the inspection fee initially collected, the

developer shall pay to the Commission the difference. The Commission may, at its option, elect to have the responsibility for construction inspection and assurance that all work is performed in accordance with the approved plans and specifications remain with the developer and, accordingly, no fee will be charged. In this latter case, upon the project's completion, the developer shall provide to the Commission a Project Completed Certification, Attachment (C), signed by a professional engineer registered in the State of Maryland.

Connection Charges \$1,650.00 based upon \$50.00 per connection payable upon execution of this Agreement.

Debt Service Charge \$80.85 per month based upon 462 front feet at \$.40(w)\$1.70(s) front foot/year payment beginning at the time capacity allocation made or service available, whichever occurs first.

Service Charge \$532.60 per month based upon \$7.41(w)\$8.73(s) per month per EDU beginning when service is utilized. This Service Charge reflects the currently approved rate and is subject to change.

Water Supply Fee \$200.00 per EDU for developments without supply (wells) that utilize the public water system payable at the time a connection permit is issued or when the original developer sells the lot(s) whichever occurs first.

Water Storage Fee \$300.00 per EDU. For developments without storage facilities that utilize the public water system payable at the time a connection permit is issued or when the original developer sells the lot(s), whichever occurs first.

FIFTH: The Developer shall construct all of the facilities set forth in Exhibit A and/or B of this document, according to the schedule and in the phase or phases of construction indicated therein, and that in the case of multi-phased projects, no phase beyond the first shall be commenced, until the facilities constructed under all previous

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phases have been approved and accepted by the Commission.

SIXTH: The Developer shall construct the facilities in accordance with final plans and specifications, and any amendments thereto, submitted to and approved by the Commission. Further, no work in connection with the construction of the facilities shall be commenced prior to the time the Commission has approved said final plans and specifications and the Developer has applied for and secured from the Commission a permit authorizing such construction. Within sixty days after the construction of any phase is completed, a complete set of "As-Built" drawings shall be submitted to the Commission.

SEVENTH: The Developer shall make available the property being improved to any duly authorized representative of the Commission at all reasonable times for the purpose of inspecting the construction of the facilities.

EIGHTH: Upon completion and acceptance by the Commission of the facilities as set forth in paragraph SECOND above, the Developer when requested so to do by the Commission, agrees to convey all of the facilities with the appropriate sites, easements, and rights-of-way to the Commission for the nominal sum of One Dollar (\$1.00) and to provide all documentation and assurances of title as are requested by the Commission in connection with said proposed conveyances.

NINTH: No premises within the project to be connected to the facilities shall be occupied or used for any purpose whether or not sold by the Developer to others, unless and until such time as the facilities have been completed in accordance with the aforesaid plans, specifications and schedule and have been inspected, approved and accepted by the Commission and the Developer so notified in writing by the Commission.

TENTH: In the event of a dispute between the parties as to the subject matter of this Agreement, the dispute can be submitted to arbitration if the parties hereto mutually agree, or in a court of competent jurisdiction within the State of Maryland and St. Mary's County.

ELEVENTH: This Agreement shall be binding on and insure

to the benefit of the heirs, successors, personal representatives and assigns of the parties hereto.

TWELFTH: The Developer shall warrantee all mechanical, electrical and control facilities for a period of twelve months and all earthwork for a period of eighteen months after they have been conveyed to the Commission. Failure of any of the facilities to perform properly or meet the conditions of paragraph FIRST shall be corrected as soon as possible after notification by the Commission. Failure of facilities to perform due to neglect or misuse by the Commission will void appropriate portion of the warrantees. The warrantees shall cover the cost of labor, equipment, and materials needed to correct any problems with said facilities.

WITNESS the hands and seals of the parties hereto, this day of

ATTEST *[Signature]* ST. MARY'S COUNTY METROPOLITAN COMMISSION  
Secretary By *[Signature]* Chairman

ATTEST *[Signature]* DEVELOPERS/PROPERTY OWNERS  
By Interstate General Company L.P.  
By *[Signature]*  
By Raymond E. Keeney  
By *[Signature]* Notary

STATE OF MARYLAND, COUNTY OF ST. MARY'S, to wit:  
I HEREBY CERTIFY that on this 5th day of March, 1990 before me, a Notary Public in and for the County of St. Mary's aforesaid, personally appeared Lewis G. Raley Chairman of the St. Mary's County Metropolitan Commission, and on behalf of said Commission did acknowledge the foregoing instrument to be the act and deed of the St. Mary's County Metropolitan Commission.

WITNESS my hand and Notarial Seal.

*[Signature]*  
Notary Public  
*[Signature]* 1/1/90

STATE OF MARYLAND  
COUNTY OF CHARLES, to wit:

I HEREBY CERTIFY that on this 20th day of February, 1990

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before me, the subscriber, a Notary Public in the county  
aforesaid, personally appeared Raymond E. Keeney  
and that he/they acknowledged the foregoing Public Works  
Agreement to be his/their act.

WITNESS my hand and Notarial Seal

*Patricia M. Brose*  
Notary Public

My Commission Expires: 7/1/90

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EXHIBIT A  
STATEMENT OF  
PROPOSED WATER FACILITIES  
AND PHASING

PROJECT NAME: Warwick of Tosca PUD TOTAL NO. OF PHASES: 1  
DEVELOPER: Interstate General Company L.P.

PHASE 1.

PLAT REF: Warwick # OF LOTS TO BE SERVED: 33  
PROJECTED CONST. START DATE: January 1, 1990  
PROJECTED CONST. COMPLETION DATE: September 30, 1990  
FACILITIES TO BE CONSTRUCTED: water distribution system  
and house services to serve 33 single family lots.

COMMISSION PARTICIPATION\*\* N/A

PHASE II

PLAT REF: N/A # OF LOTS TO BE SERVED: N/A  
PROJECTED CONST. START DATE: N/A  
PROJECTED CONST. COMPLETION DATE: N/A  
FACILITIES TO BE CONSTRUCTED: N/A

COMMISSION PARTICIPATION\*\* N/A

PHASE III

PLAT REF: N/A # OF LOTS TO BE SERVED: N/A  
PROJECTED CONST. START DATE: N/A  
PROJECTED CONST. COMPLETION DATE: N/A  
FACILITIES TO BE CONSTRUCTED: N/A

COMMISSION PARTICIPATION\*\* N/A

(INDICATE ADDITIONAL PHASES ON SEPERATE SHEETS AS NECESSARY)

\* The facilities listed also include FOR WATER PUMPING STATIONS: wells, pumps, controls, generators, chlorinators, compressors, meters, valves, interior and exterior piping and appurtenances, together with all sites on which they are situate and 20' access to the same; FOR WATER STORAGE TANKS: Elevated storage tanks, standpipes, ground storage tanks, hydropneumatic tanks and surge tanks as required by the Commission, together with all sites on which they are situate and 20' access to the same; FOR DISTRIBUTION SYSTEMS: mains, fire hydrants, valves and valve boxes, fittings, blow offs, water house connections, water house service lines, curb

stops, curb stop boxes, water meter settings and appurtenances, together with 20' permanent easements over the same for maintenance and modification of and connection to these facilities, along with any and all other facilities or appurtenances which in any way could be construed as part of the water system.

\*A In the event the Commission is to participate in the cost of construction, payment of the Commission's share will be made in increments consistent with the work in place.

Commission: MR  
(Initials)

Developer: MR  
(Initials)

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EXHIBIT B  
STATEMENT OF  
PROPOSED SEWER FACILITIES  
AND PHASING

PROJECT NAME: Warwick of Tosca PUD TOTAL NO. OF PHASES: 1  
DEVELOPER: Interstate General Company L.P.

PHASE 1

PLAT REF: Warwick # OF LOTS TO BE SERVED: 33  
PROJECTED CONST. START DATE: January 1, 1990  
PROJECTED CONST. COMPLETION DATE: September 30, 1990  
FACILITIES TO BE CONSTRUCTED\*: Sewerage collection system  
and house services to serve 33 single family lots.

COMMISSION PARTICIPATION\*\* N/A

PHASE II

PLAT REF: N/A # OF LOTS TO BE SERVED: N/A  
PROJECTED CONST. START DATE: N/A  
PROJECTED CONST. COMPLETION DATE: N/A  
FACILITIES TO BE CONSTRUCTED\*: N/A

COMMISSION PARTICIPATION\*\* N/A

PHASE III

PLAT REF: N/A # OF LOTS TO BE SERVED: N/A  
PROJECTED CONST. START DATE: N/A  
PROJECTED CONST. COMPLETION DATE: N/A  
FACILITIES TO BE CONSTRUCTED: N/A

COMMISSION PARTICIPATION\*\* N/A

(INDICATE ADDITIONAL PHASES ON SEPERATE SHEETS AS NECESSARY)

\* The facilities also include for WASTEWATER PUMPING STATIONS: pumps, wet wells, generators, compressors, meters, valves, interior and exterior piping and appurtenances, together with all sites on which they are situated and 20' access to the same. FOR WASTEWATER TREATMENT PLANTS: Storage lagoons, physical plants influent and effluent lines, lift stations, generators, together with all sites on which they are situated and 20' access to the same; FOR COLLECTION SYSTEMS: collector and lateral sewers, interceptor sewers, forcemains, sewer house service lines, air release valves, house connections, together with 20' permanent easements over



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the case for maintenance and modification of connection to these facilities, along with any and all other facilities or appurtenances which in any way could be construed as part of the sewerage system.

so In the event the Commission is to participate in the cost of construction, payment of the Commission's share will be made in increments consistent with the work in place.

Commission:



Developer:



Returned: <sup>15</sup> P. H. D. III Apr. 20, 1990 Mary R. Bell, Clerk

PUBLIC WORKS AGREEMENT

THIS AGREEMENT by and between the ST. MARY'S COUNTY METROPOLITAN COMMISSION, hereinafter the "Commission" and Heritage Manor Homes

----- 1132PH06/07/90A PW AGR \$0.00  
hereinafter the "Developer".

WHEREAS, the Commission is responsible for all water and sewerage projects and in the 3th (Eighth)

----- 1132PH06/07/90A MEDCM \$0.00  
Sanitary District, and.

WHEREAS, the Developer is developing certain real property within the said Sanitary District known and described as Cedar Cove P.U.D., Swash Bay Section #5(Five)

and,  
WHEREAS, the Developer, whether by requirement of the County or by choice desires to construct central water & sewerage facilities, hereinafter the "facilities", to serve the aforementioned property, and,

WHEREAS, the Developer seeks the approval of the Commission for the construction of such facilities, and,  
WHEREAS, the Concept Plan for the aforementioned development has been submitted to and approved by the Board of County Commissioners of St. Mary's County or their duly appointed agent.

NOW THEREFORE, in consideration of the premises and of the mutual covenants and agreements herein, it is agreed by the parties as follows:

FIRST: The Developer shall design the facilities in accordance with the St. Mary's County Standard Specifications for Water and Sewerage Construction, the Comprehensive Water and Sewerage Plan for St. Mary's County and any other rules, regulations, directives or special instructions issued by the Commission or the State and Federal Governments.

SECOND: The Developer shall submit a statement to be included as Exhibit A and/or B of this document, setting forth a proposed phasing for the construction of the facilities and a proposed schedule of completion for said phase or phases, said statement to be subject to the approval of the

Commission. The Developer shall also submit an itemized engineer's estimate of the total cost to complete the facilities for each phase of the development as it occurs, such estimates also being subject to the approval of the Commission.

THIRD: On or before the signing of this Agreement by the parties, the Developer shall furnish a bond or bonds, the form and the surety or sureties thereof to be as approved by the Commission. Said bond shall be payable to the Commission, its successors and assigns in a sum equal to the aforesaid engineering estimate for the cost of constructing the facilities, plus ten percent for contingencies, or the amount of the contract prices, whichever is higher, conditioned that the Developer shall well and truly perform and fulfill the covenants, conditions, stipulations and terms of this Agreement, such bond or bonds to be and remain in force until such time as the warrantee period on the completed facilities expires; it being understood that bonding may be accomplished incrementally in accordance with the phases and schedule established under paragraph SECOND above; it being further understood that alternatives to bonding, such as irrevocable letters of credit or irrevocable commitments of funds may be approved by the Commission.

FOURTH: The Developer shall pay to the Commission the following fees:

Review Fee \$ 2,475.00 based upon \$ 75.00 per residential lot, and \$ N/A per commercial lot payable upon execution of this agreement.

Inspection Fee \$ 6,219.05 based upon 3% of construction estimate payable upon execution of this Agreement.

Said amount shall be placed in an account by the Commission and shall be drawn upon from time to time to reimburse the Commission for the direct and indirect cost of said inspection service, and if said cost is less than the inspection fee initially collected, the remaining balance shall be returned to the developer or, if the final total inspection cost is more than the inspection fee initially collected, the

developer shall pay to the Commission the difference. The Commission may, at its option, elect to have the responsibility for construction inspection and assurance that all work is performed in accordance with the approved plans and specifications remain with the developer and, accordingly, no fee will be charged. In this latter case, upon the project's completion, the developer shall provide to the Commission a Project Completed Certification, Attachment (C), signed by a professional engineer registered in the State of Maryland.

Connection Charges \$ 1,650.00 based upon \$ 50.00 per connection payable upon execution of this Agreement.

Debt Service Charge \$ 71.58 per month based upon 409 front feet at \$ .40(w) 1.70(s) front foot/year payment beginning at the time capacity allocation made or service available, whichever occurs first.

Service Charge \$ 570.90 per month based upon \$ 7.66 (w) per month per EDU beginning when service is utilized. This Service Charge reflects the currently approved rate and is subject to change.

Water Supply Fee \$ N/A per EDU for developments without supply (wells) that utilize the public water system payable at the time a connection permit is issued or when the original developer sells the lot(s) whichever occurs first.

Water Storage Fee \$ N/A per EDU. For developments without storage facilities that utilize the public water system payable at the time a connection permit is issued or when the original developer sells the lot(s), whichever occurs first.

FIFTH: The Developer shall construct all of the facilities set forth in Exhibit A and/or B of this document, according to the schedule and in the phase or phases of construction indicated therein, and that in the case of multi-phased projects, no phase beyond the first shall be commenced, until the facilities constructed under all previous

phases have been approved and accepted by the Commission.

SIXTH: The Developer shall construct the facilities in accordance with final plans and specifications, and any amendments thereto, submitted to and approved by the Commission. Further, no work in connection with the construction of the facilities shall be commenced prior to the time the Commission has approved said final plans and specifications and the Developer has applied for and secured from the Commission a permit authorizing such construction. Within sixty days after the construction of any phase is completed, a complete set of "As-Built" drawings shall be submitted to the Commission.

SEVENTH: The Developer shall make available the property being improved to any duly authorized representative of the Commission at all reasonable times for the purpose of inspecting the construction of the facilities.

EIGHTH: Upon completion and acceptance by the Commission of the facilities as set forth in paragraph SECOND above, the Developer when requested so to do by the Commission, agrees to convey all of the facilities with the appropriate sites, easements, and rights-of-way to the Commission for the nominal sum of One Dollar (\$1.00) and to provide all documentation and assurances of title as are requested by the Commission in connection with said proposed conveyances.

NINTH: No premises within the project to be connected to the facilities shall be occupied or used for any purpose whether or not sold by the Developer to others, unless and until such time as the facilities have been completed in accordance with the aforesaid plans, specifications and schedule and have been inspected, approved and accepted by the Commission and the Developer so notified in writing by the Commission.

TENTH: In the event of a dispute between the parties as to the subject matter of this Agreement, the dispute can be submitted to arbitration if the parties hereto mutually agree, or in a court of competent jurisdiction within the State of Maryland and St. Mary's County.

ELEVENTH: This Agreement shall be binding on and insure

to the benefit of the heirs, successors, personal representatives and assigns of the parties hereto.

TWELFTH: The Developer shall warrantee all mechanical, electrical and control facilities for a period of twelve months and all earthwork for a period of eighteen months after they have been conveyed to the Commission. Failure of any of the facilities to perform properly or meet the conditions of paragraph FIRST shall be corrected as soon as possible after notification by the Commission. Failure of facilities to perform due to neglect or misuse by the Commission will void appropriate portion of the warrantees. The warrantees shall cover the cost of labor, equipment, and materials needed to correct any problems with said facilities.

WITNESS the hands and seals of the parties hereto, this day of

ATTEST: [Signature] ST. MARY'S COUNTY METROPOLITAN COMMISSION  
Secretary By [Signature] Chairman

ATTEST: DEVELOPERS/PROPERTY OWNERS  
[Signature] By [Signature] R. MILLISON  
By \_\_\_\_\_  
By \_\_\_\_\_ Mortgage

STATE OF MARYLAND, COUNTY OF ST. MARY'S, to wit:  
I HEREBY CERTIFY that on this 7th day of May, 1910 before me, a Notary Public in and for the County of St. Mary's aforesaid, personally appeared Lewis G. Kelley, Chairman of the St. Mary's County Metropolitan Commission, and on behalf of said Commission did acknowledge the foregoing instrument to be the act and deed of the St. Mary's County Metropolitan Commission.

WITNESS my hand and Notarial Seal.

[Signature]  
NOTARY PUBLIC

STATE OF \_\_\_\_\_  
COUNTY OF ST. MARY'S, to wit:  
I HEREBY CERTIFY that on this 1st day of May, 1910

before me, the subscriber, a Notary Public in the county  
aforesaid, personally appeared *L. Millison*  
and that he/they acknowledged the foregoing Public Works  
Agreement to be his/their act.

WITNESS my hand and Notarial Seal.

*[Signature]*  
Notary Public



EXHIBIT A  
STATEMENT OF  
PROPOSED WATER FACILITIES  
AND PHASING

PROJECT NAME: Cedar Cove (Swash Bay) TOTAL NO. OF PHASES: 2  
DEVELOPER: Heritage Manor Homes

PHASE 1

PLAT REF: Cedar Cove, Swash Bay Sect. #5 # OF LOTS TO BE SERVED: 33

PROJECTED CONST. START DATE: 1 June 1990

PROJECTED CONST. COMPLETION DATE: 1 March 1990

FACILITIES TO BE CONSTRUCTED\*: water distribution system and service lines to serve 33 single family units. This development is subject to the signed PWA, Cedar Cove P.U.D. & Shannon P.U.D. concerning water supply and storage.

COMMISSION PARTICIPATION\*\* None

PHASE II

PLAT REF: Cedar Cove (Swash Bay) Section #6 # OF LOTS TO BE SERVED: 58

PROJECTED CONST. START DATE: N/A

PROJECTED CONST. COMPLETION DATE: N/A

FACILITIES TO BE CONSTRUCTED\*: Water distribution system and service lines to serve all single family units

COMMISSION PARTICIPATION\*\* None

PHASE III

PLAT REF: N/A # OF LOTS TO BE SERVED: N/A

PROJECTED CONST. START DATE: N/A

PROJECTED CONST. COMPLETION DATE: N/A

FACILITIES TO BE CONSTRUCTED: N/A

COMMISSION PARTICIPATION\*\* N/A

(INDICATE ADDITIONAL PHASES ON SEPERATE SHEETS AS NECESSARY)

\* The facilities listed also include FOR WATER PUMPING STATIONS: walls, pumps, controls, generators, chlorinators, compressors, meters, valves, interior and exterior piping and appurtenances, together with all sites on which they are situate and 20' access to the same; FOR WATER STORAGE TANKS: Elevated storage tanks, standpipes, ground storage tanks, hydropneumatic tanks and surge tanks as required by the Commission, together with all sites on which they are situate and 20' access to the same; FOR DISTRIBUTION SYSTEMS: mains, fire hydrants, valves and valve boxes, fittings, blow offs, water house connections, water house service lines, curb



stops, curb stop boxes, water meter settings and appurtenances, together with 20' permanent easements over the same for maintenance and modification of and connection to these facilities; along with any and all other facilities or appurtenances which in any way could be construed as part of the water system.

AA In the event the Commission is to participate in the cost of construction, payment of the Commission's share will be made in increments consistent with the work in place.

Commission: PA  
(Initials)

Developer: L.M.  
(Initials)

## EXHIBIT B

STATEMENT OF  
PROPOSED SEWERAGE FACILITIES  
AND PHASING

PROJECT NAME: Cedar Cove (Swash Bay) TOTAL NO. OF PHASES: 2  
 DEVELOPER: Heritage Manor Homes

## PHASE 1

PLAT REF: Cedar Cove (Swash Bay) Section 5 # OF LOTS TO BE SERVED: 33  
 PROJECTED CONST. START DATE: June 1, 1990  
 PROJECTED CONST. COMPLETION DATE: October 1, 1990  
 FACILITIES TO BE CONSTRUCTED<sup>A</sup>: Sewerage collection system and service lines to serve 33 single family units.

COMMISSION PARTICIPATION<sup>AA</sup> None

## PHASE II

PLAT REF: Cedar Cove (Swash Bay) Section 6 # OF LOTS TO BE SERVED: 58  
 PROJECTED CONST. START DATE: N/A  
 PROJECTED CONST. COMPLETION DATE: N/A  
 FACILITIES TO BE CONSTRUCTED<sup>A</sup>: Sewerage collection system and service lines to serve all single family units.

COMMISSION PARTICIPATION<sup>AA</sup> None

## PHASE III

PLAT REF: N/A # OF LOTS TO BE SERVED: N/A  
 PROJECTED CONST. START DATE: N/A  
 PROJECTED CONST. COMPLETION DATE: N/A  
 FACILITIES TO BE CONSTRUCTED: N/A

COMMISSION PARTICIPATION<sup>AA</sup> N/A

(INDICATE ADDITIONAL PHASES ON SEPERATE SHEETS AS NECESSARY)

<sup>A</sup> The facilities also include for WASTEWATER PUMPING STATIONS: pumps, wet wells, generators, compressors, meters, valves, interior and exterior piping and appurtenances, together with all sites on which they are situated and 20' access to the same. FOR WASTEWATER TREATMENT PLANTS: Storage lagoons, physical plants influent and effluent lines, lift stations, generators, together with all sites on which they are situated and 20' access to the same; FOR COLLECTION SYSTEMS: collector and lateral sewers, interceptor sewers, forcemains, sewer house service lines, air release valves, house connections, together with 20' permanent easements over the same for maintenance and modification of connection to these facilities; along with any and all other facilities or

appurtenances which in any way could be construed as part of the sewerage system.

AA In the event the Commission is to participate in the cost of construction, payment of the Commission's share will be made in increments consistent with the work in place.

Commission: MB  
(Initials)

Developer: L.M.  
(Initials)

*Returned: Metro Comm*

JUN 7 1990

MARY R. BELL, CLERK

PUBLIC WORKS AGREEMENT

THIS AGREEMENT by and between the ST. MARY'S COUNTY METROPOLITAN COMMISSION, hereinafter the "Commission" and Heritage Manor Homes

hereinafter the "Developer". 113APM06/07/90A--PW 80R \$0.00

WHEREAS, the Commission is responsible for all water and sewerage projects and in the 8th (Eighth)

Sanitary District, and. 113APM06/07/90B...MECOM \$0.00

WHEREAS, the Developer is developing certain real property within the said Sanitary District known and described as the Moorings at Cedar Cove on the Chesapeake, Section 8 and.

WHEREAS, the Developer, whether by requirement of the County or by choice desires to construct central water and sewerage facilities, hereinafter the "facilities", to serve the aforementioned property, and.

WHEREAS, the Developer seeks the approval of the Commission for the construction of such facilities, and.

WHEREAS, the Concept Plan for the aforementioned development has been submitted to and approved by the Board of County Commissioners of St. Mary's County or their duly appointed agent.

NOW THEREFORE, in consideration of the premises and of the mutual covenants and agreements herein, it is agreed by the parties as follows:

FIRST: The Developer shall design the facilities in accordance with the St. Mary's County Standard Specifications for Water and Sewerage Construction, the Comprehensive Water and Sewerage Plan for St. Mary's County and any other rules, regulations, directives or special instructions issued by the Commission or the State and Federal Governments.

SECOND: The Developer shall submit a statement to be included as Exhibit A and/or B of this document, setting forth a proposed phasing for the construction of the facilities and a proposed schedule of completion for said phase or phases, said statement to be subject to the approval of the

Commission. The Developer shall also submit an itemized engineer's estimate of the total cost to complete the facilities for each phase of the development as it occurs, such estimates also being subject to the approval of the Commission.

THIRD: On or before the signing of this Agreement by the parties, the Developer shall furnish a bond or bonds, the form and the surety or sureties thereof to be as approved by the Commission. Said bond shall be payable to the Commission, its successors and assigns in a sum equal to the aforesaid engineering estimate for the cost of constructing the facilities, plus ten percent for contingencies, or the amount of the contract prices, whichever is higher, conditioned that the Developer shall well and truly perform and fulfill the covenants, conditions, stipulations and terms of this Agreement, such bond or bonds to be and remain in force until such time as the warrantee period on the completed facilities expires; it being understood that bonding may be accomplished incrementally in accordance with the phases and schedule established under paragraph SECOND above; it being further understood that alternatives to bonding, such as irrevocable letters of credit or irrevocable commitments of funds may be approved by the Commission.

FOURTH: The Developer shall pay to the Commission the following fees:

Review Fee \$ 3,600.00 based upon \$ 75.00 per residential lot, and \$ N/A per commercial lot payable upon execution of this agreement.

Inspection Fee \$ 4,234.74 based upon 3% of construction estimate payable upon execution of this Agreement. Said amount shall be placed in an account by the Commission and shall be drawn upon from time to time to reimburse the Commission for the direct and indirect cost of said inspection service, and if said cost is less than the inspection fee initially collected, the remaining balance shall be returned to the developer or, if the final total inspection cost is more than the inspection fee initially collected, the

developer shall pay to the Commission the difference. The Commission may, at its option, elect to have the responsibility for construction inspection and assurance that all work is performed in accordance with the approved plans and specifications remain with the developer and, accordingly, no fee will be charged. In this latter case, upon the project's completion, the developer shall provide to the Commission a Project Completed Certification, Attachment (C), signed by a professional engineer registered in the State of Maryland.

Connection Charges \$ 2,400.00 based upon \$ 50.00 per connection payable upon execution of this Agreement.

Debt Service Charge \$ 83.13 per month based upon 475 front feet at \$ .40(w) 1.70(s) front foot/year payment beginning at the time capacity allocation made or service available, whichever occurs first.

Service Charge \$ 830.40 per month based upon \$ 7.66(w) 9.64(s) per month per EDU beginning when service is utilized. This Service Charge reflects the currently approved rate and is subject to change.

Water Supply Fee \$ N/A per EDU for developments without supply (wells) that utilize the public water system payable at the time a connection permit is issued or when the original developer sells the lot(s) whichever occurs first.

Water Storage Fee \$ N/A per EDU. For developments without storage facilities that utilize the public water system payable at the time a connection permit is issued or when the original developer sells the lot(s), whichever occurs first.

FIFTH: The Developer shall construct all of the facilities set forth in Exhibit A and/or B of this document, according to the schedule and in the phase or phases of construction indicated therein, and that in the case of multi-phased projects, no phase beyond the first shall be commenced, until the facilities constructed under all previous

phases have been approved and accepted by the Commission.

SIXTH: The Developer shall construct the facilities in accordance with final plans and specifications, and any amendments thereto, submitted to and approved by the Commission. Further, no work in connection with the construction of the facilities shall be commenced prior to the time the Commission has approved said final plans and specifications and the Developer has applied for and secured from the Commission a permit authorizing such construction. Within sixty days after the construction of any phase is completed, a complete set of "As-Built" drawings shall be submitted to the Commission.

SEVENTH: The Developer shall make available the property being improved to any duly authorized representative of the Commission at all reasonable times for the purpose of inspecting the construction of the facilities.

EIGHTH: Upon completion and acceptance by the Commission of the facilities as set forth in paragraph SECOND above, the Developer when requested so to do by the Commission, agrees to convey all of the facilities with the appropriate sites, easements, and rights-of-way to the Commission for the nominal sum of One Dollar (\$1.00) and to provide all documentation and assurances of title as are requested by the Commission in connection with said proposed conveyances.

NINTH: No premises within the project to be connected to the facilities shall be occupied or used for any purpose whether or not sold by the Developer to others, unless and until such time as the facilities have been completed in accordance with the aforesaid plans, specifications and schedule and have been inspected, approved and accepted by the Commission and the Developer so notified in writing by the Commission.

TENTH: In the event of a dispute between the parties as to the subject matter of this Agreement, the dispute can be submitted to arbitration if the parties hereto mutually agree, or in a court of competent jurisdiction within the State of Maryland and St. Mary's County.

ELEVENTH: This Agreement shall be binding on and insure

to the benefit of the heirs, successors, personal representatives and assigns of the parties hereto.

TWELFTH: The Developer shall warrantee all mechanical, electrical and control facilities for a period of twelve months and all earthwork for a period of eighteen months after they have been conveyed to the Commission. Failure of any of the facilities to perform properly or meet the conditions of paragraph FIRST shall be corrected as soon as possible after notification by the Commission. Failure of facilities to perform due to neglect or misuse by the Commission will void appropriate portion of the warrantees. The warrantees shall cover the cost of labor, equipment, and materials needed to correct any problems with said facilities.

WITNESS the hands and seals of the parties hereto, this day of

ATTEST: ST. MARY'S COUNTY METROPOLITAN COMMISSION  
Secretary By Chairman

ATTEST: DEVELOPERS/PROPERTY OWNERS  
By L. Millison  
By  
By Mortgagor

STATE OF MARYLAND, COUNTY OF ST. MARY'S, to wit:

I HEREBY CERTIFY that on this 7th day of May, 1990 before me, a Notary Public in and for the County of St. Mary's aforesaid, personally appeared Lewis A. Raley Chairman of the St. Mary's County Metropolitan Commission, and on behalf of said Commission did acknowledge the foregoing instrument to be the act and deed of the St. Mary's County Metropolitan Commission.

WITNESS my hand and Notarial Seal.

Louise G. Brown  
Notary Public

STATE OF  
COUNTY OF ST. MARY'S, to wit:

I HEREBY CERTIFY that on this 1st day of May, 1990



before me, the subscriber, a Notary Public in the county  
aforesaid, personally appeared *L. Miller*  
and that he/they acknowledged the foregoing Public Works  
Agreement to be his/their act.

WITNESS my hand and Notarial Seal.

*L. Miller*  
Notary Public


A circular notary seal for a Notary Public in Calvert County, Maryland. The seal contains the text "NOTARY PUBLIC" and "CALVERT COUNTY, MARYLAND" around the perimeter. A signature is written over the seal.

EXHIBIT A  
STATEMENT OF  
PROPOSED WATER FACILITIES  
AND PHASING

PROJECT NAME: The Moorings at Cedar Cove TOTAL NO. OF PHASES: 1  
DEVELOPER: \_\_\_\_\_

PHASE 1

PLAT REF: The Moorings at Cedar Cove, Section 8 # OF LOTS TO BE SERVED: 48

PROJECTED CONST. START DATE: \_\_\_\_\_

PROJECTED CONST. COMPLETION DATE: \_\_\_\_\_

FACILITIES TO BE CONSTRUCTED<sup>A</sup>: Water distribution system and service lines to serve 48 single family units. This development is subject to the signed PWA, Cedar Cove P.U.D. and Shannon P.U.D. concerning water supply & storage.

COMMISSION PARTICIPATION<sup>AA</sup>: None

PHASE II

PLAT REF: N/A # OF LOTS TO BE SERVED: N/A

PROJECTED CONST. START DATE: N/A

PROJECTED CONST. COMPLETION DATE: N/A

FACILITIES TO BE CONSTRUCTED<sup>A</sup>: N/A

COMMISSION PARTICIPATION<sup>AA</sup>: N/A

PHASE III

PLAT REF: N/A # OF LOTS TO BE SERVED: N/A

PROJECTED CONST. START DATE: N/A

PROJECTED CONST. COMPLETION DATE: N/A

FACILITIES TO BE CONSTRUCTED: N/A

COMMISSION PARTICIPATION<sup>AA</sup>: N/A

(INDICATE ADDITIONAL PHASES ON SEPERATE SHEETS AS NECESSARY)

<sup>A</sup> The facilities listed also include FOR WATER PUMPING STATIONS: wells, pumps, controls, generators, chlorinators, compressors, meters, valves, interior and exterior piping and appurtenances, together with all sites on which they are situate and 20' access to the same; FOR WATER STORAGE TANKS: Elevated storage tanks, standpipes, ground storage tanks, hydropneumatic tanks and surge tanks as required by the Commission, together with all sites on which they are situate and 20' access to the same; FOR DISTRIBUTION SYSTEMS: mains, fire hydrants, valves and valve boxes, fittings, blow offs, water house connections, water house service lines, curb

stops, curb stop boxes, water meter settings and appurtenances, together with 20' permanent easements over the same for maintenance and modification of and connection to these facilities; along with any and all other facilities or appurtenances which in any way could be construed as part of the water system.

\*\* In the event the Commission is to participate in the cost of construction, payment of the Commission's share will be made in increments consistent with the work in place.

Commission: LR  
(Initials)

Developer: L.M.  
(Initials)

EXHIBIT 3  
STATEMENT OF  
PROPOSED SEWERAGE FACILITIES  
AND PHASING

PROJECT NAME: The Moorings at Cedar Cove TOTAL NO. OF PHASES: 1

DEVELOPER: Heritage Manor Homes

PHASE 1

PLAT REF: The Moorings at Cedar Cove, Section 8 # OF LOTS TO BE SERVED: 48

PROJECTED CONST. START DATE: June 1, 1990

PROJECTED CONST. COMPLETION DATE: October 1, 1990

FACILITIES TO BE CONSTRUCTED\*: Sewerage collection system and service lines to serve 48 single family units.

COMMISSION PARTICIPATION\*\* None

PHASE II

PLAT REF: N/A # OF LOTS TO BE SERVED: N/A

PROJECTED CONST. START DATE: N/A

PROJECTED CONST. COMPLETION DATE: N/A

FACILITIES TO BE CONSTRUCTED\*: N/A

COMMISSION PARTICIPATION\*\* N/A

PHASE III

PLAT REF: N/A # OF LOTS TO BE SERVED: N/A

PROJECTED CONST. START DATE: N/A

PROJECTED CONST. COMPLETION DATE: N/A

FACILITIES TO BE CONSTRUCTED: N/A

COMMISSION PARTICIPATION\*\* N/A

(INDICATE ADDITIONAL PHASES ON SEPERATE SHEETS AS NECESSARY)

\* The facilities also include for WASTEWATER PUMPING STATIONS: pumps, wet wells, generators, compressors, meters, valves, interior and exterior piping and appurtenances, together with all sites on which they are situated and 20' access to the same. FOR WASTEWATER TREATMENT PLANTS: Storage lagoons, physical plants influent and effluent lines, lift stations, generators, together with all sites on which they are situated and 20' access to the same; FOR COLLECTION SYSTEMS: collector and lateral sewers, interceptor sewers, forcemains, sewer house service lines, air release valves, house connections, together with 20' permanent easements over the same for maintenance and modification of connection to these facilities; along with any and all other facilities or

appurtenances which in any way could be construed as part of the sewerage system.

\*\* In the event the Commission is to participate in the cost of construction, payment of the Commission's share will be made in increments consistent with the work in place.

Commission:                       
                    (Initials)

Developer:                       
                    (Initials)

*Returned: Metro Comm*

JUN 7 1990

MARY R. BELL, CLERK

PUBLIC WORKS AGREEMENT

THIS AGREEMENT by and between the ST. MARY'S COUNTY METROPOLITAN COMMISSION, hereinafter the "Commission" and Alva Watson

----- 11/30/06/07/2006 PW AGR \$0.00  
hereinafter the "Developer".

WHEREAS, the Commission is responsible for all water and sewerage projects and in the Eighth

----- 11/30/06/07/2006 MEDM \$0.00  
Sanitary District, and,

WHEREAS, the Developer is developing certain real property within the said Sanitary District known and described as Hunting Quarters P.U.D. Section 1, Phase III and,

WHEREAS, the Developer, whether by requirement of the County or by choice desires to construct central ----- facilities, hereinafter the "facilities", to serve the aforementioned property, and,

WHEREAS, the Developer seeks the approval of the Commission for the construction of such facilities, and,

WHEREAS, the Concept Plan for the aforementioned development has been submitted to and approved by the Board of County Commissioners of St. Mary's County or their duly appointed agent.

NOW THEREFORE, in consideration of the premises and of the mutual covenants and agreements herein, it is agreed by the parties as follows:

FIRST: The Developer shall design the facilities in accordance with the St. Mary's County Standard Specifications for Water and Sewerage Construction, the Comprehensive Water and Sewerage Plan for St. Mary's County and any other rules, regulations, directives or special instructions issued by the Commission or the State and Federal Governments.

SECOND: The Developer shall submit a statement to be included as Exhibit A and/or B of this document, setting forth a proposed phasing for the construction of the facilities and a proposed schedule of completion for said phase or phases, said statement to be subject to the approval of the

Commission. The Developer shall also submit an itemized engineer's estimate of the total cost to complete the facilities for each phase of the development as it occurs, such estimates also being subject to the approval of the Commission.

THIRD: On or before the signing of this Agreement by the parties, the Developer shall furnish a bond or bonds, the form and the surety or sureties thereof to be as approved by the Commission. Said bond shall be payable to the Commission, its successors and assigns in a sum equal to the aforesaid engineering estimate for the cost of constructing the facilities, plus ten percent for contingencies, or the amount of the contract prices, whichever is higher, conditioned that the Developer shall well and truly perform and fulfill the covenants, conditions, stipulations and terms of this Agreement, such bond or bonds to be and remain in force until such time as the warranty period on the completed facilities expires; it being understood that bonding may be accomplished incrementally in accordance with the phases and schedule established under paragraph SECOND above; it being further understood that alternatives to bonding, such as irrevocable letters of credit or irrevocable commitments of funds may be approved by the Commission.

FOURTH: The Developer shall pay to the Commission the following fees:

Review Fee \$ 1,950.00 based upon \$ 75.00 per residential lot, and \$ N/A per commercial lot payable upon execution of this agreement.

Inspection Fee \$ 3,841.00 based upon 3% of construction estimate payable upon execution of this Agreement. Said amount shall be placed in an account by the Commission and shall be drawn upon from time to time to reimburse the Commission for the direct and indirect cost of said inspection service, and if said cost is less than the inspection fee initially collected, the remaining balance shall be returned to the developer or, if the final total inspection cost is more than the inspection fee initially collected, the

developer shall pay to the Commission the difference. The Commission may, at its option, elect to have the responsibility for construction inspection and assurance that all work is performed in accordance with the approved plans and specifications remain with the developer and, accordingly, no fee will be charged. In this latter case, upon the project's completion, the developer shall provide to the Commission a Project Completed Certification, Attachment (C), signed by a professional engineer registered in the State of Maryland.

Connection Charges \$ 1,300.00 based upon \$ 50.00 per connection payable upon execution of this Agreement.

Debt Service Charge \$ 134.17 per month based upon 1300 front feet at \$ 1.70 front foot/year payment beginning at the time capacity allocation made or service available, whichever occurs first.

Service Charge \$ 250.64 per month based upon \$ 9.64 per month per EDU beginning when service is utilized. This Service Charge reflects the currently approved rate and is subject to change.

Water Supply Fee \$ N/A per EDU for developments without supply (wells) that utilize the public water system payable at the time a connection permit is issued or when the original developer sells the lot(s) whichever occurs first.

Water Storage Fee \$ N/A per EDU. For developments without storage facilities that utilize the public water system payable at the time a connection permit is issued or when the original developer sells the lot(s), whichever occurs first.

FIFTH: The Developer shall construct all of the facilities set forth in Exhibit A and/or B of this document, according to the schedule and in the phase or phases of construction indicated therein, and that in the case of multi-phased projects, no phase beyond the first shall be commenced, until the facilities constructed under all previous



phases have been approved and accepted by the Commission.

SIXTH: The Developer shall construct the facilities in accordance with final plans and specifications, and any amendments thereto, submitted to and approved by the Commission. Further, no work in connection with the construction of the facilities shall be commenced prior to the time the Commission has approved said final plans and specifications and the Developer has applied for and secured from the Commission a permit authorizing such construction. Within sixty days after the construction of any phase is completed, a complete set of "As-Built" drawings shall be submitted to the Commission.

SEVENTH: The Developer shall make available the property being improved to any duly authorized representative of the Commission at all reasonable times for the purpose of inspecting the construction of the facilities.

EIGHTH: Upon completion and acceptance by the Commission of the facilities as set forth in paragraph SECOND above, the Developer when requested so to do by the Commission, agrees to convey all of the facilities with the appropriate sites, easements, and rights-of-way to the Commission for the nominal sum of One Dollar (\$1.00) and to provide all documentation and assurances of title as are requested by the Commission in connection with said proposed conveyances.

NINTH: No premises within the project to be connected to the facilities shall be occupied or used for any purpose whether or not sold by the Developer to others, unless and until such time as the facilities have been completed in accordance with the aforesaid plans, specifications and schedule and have been inspected, approved and accepted by the Commission and the Developer so notified in writing by the Commission.

TENTH: In the event of a dispute between the parties as to the subject matter of this Agreement, the dispute can be submitted to arbitration if the parties hereto mutually agree, or in a court of competent jurisdiction within the State of Maryland and St. Mary's County.

ELEVENTH: This Agreement shall be binding on and insure

to the benefit of the heirs, successors, personal representatives and assigns of the parties hereto.

TWELFTH: The Developer shall warrantee all mechanical, electrical and control facilities for a period of twelve months and all earthwork for a period of eighteen months after they have been conveyed to the Commission. Failure of any of the facilities to perform properly or meet the conditions of paragraph FIRST shall be corrected as soon as possible after notification by the Commission. Failure of facilities to perform due to neglect or misuse by the Commission will void appropriate portion of the warrantees. The warrantees shall cover the cost of labor, equipment, and materials needed to correct any problems with said facilities.

WITNESS the hands and seals of the parties hereto, this day of

ATTEST: ST. MARY'S COUNTY METROPOLITAN COMMISSION  
Secretary By Chairman

ATTEST: DEVELOPERS/PROPERTY OWNERS  
By Alva Watson  
By Mortgagor

STATE OF MARYLAND, COUNTY OF ST. MARY'S, to wit:

I HEREBY CERTIFY that on this 27th day of April, 1940 before me, a Notary Public in and for the County of St. Mary's aforesaid, personally appeared Lewis G. Raley, Chairman of the St. Mary's County Metropolitan Commission, and on behalf of said Commission did acknowledge the foregoing instrument to be the act and deed of the St. Mary's County Metropolitan Commission.

WITNESS my hand and Notarial Seal.

Louisa J. Raper  
Notary Public

STATE OF MARYLAND.  
COUNTY OF St. Mary's , to wit:

I HEREBY CERTIFY that on this 7th day of May, 1940,

before me, the subscriber, a Notary Public in the county  
aforesaid, personally appeared *Alva Watson*  
and that he/~~they~~ acknowledged the foregoing Public Works  
Agreement to be his/~~their~~ act.

WITNESS my hand and Notarial Seal.

*Lillian G. Brown*  
Notary Public

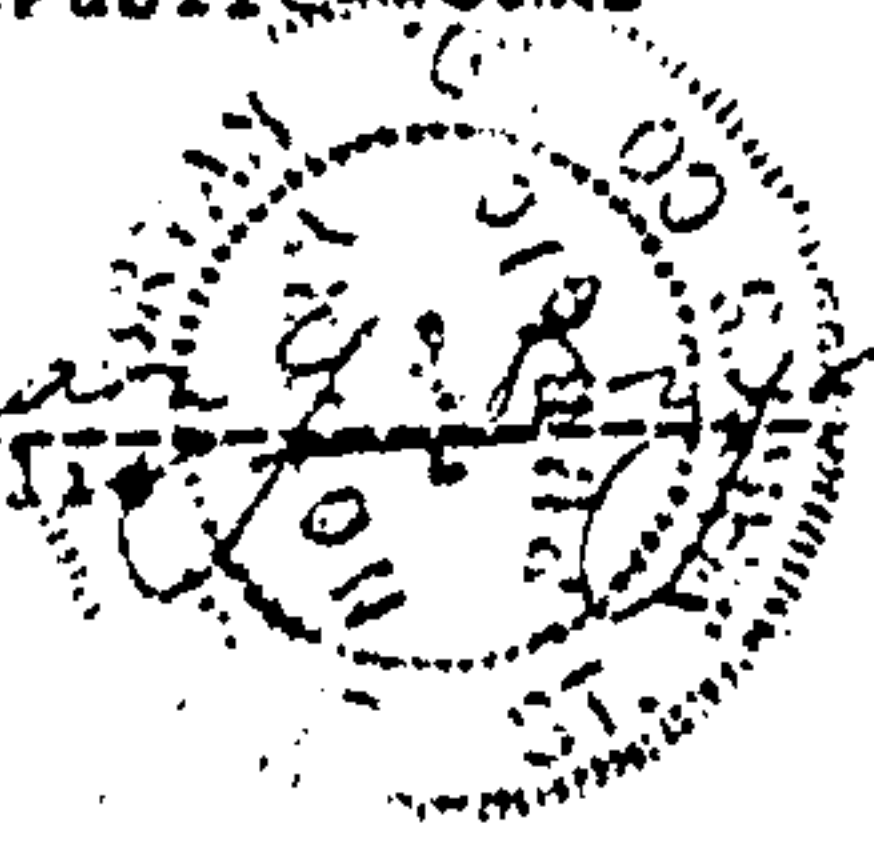
A circular notary seal for Lillian G. Brown, Notary Public. The seal contains the text "NOTARY PUBLIC" around the perimeter and "LILLIAN G. BROWN" in the center. The seal is partially obscured by the signature.

EXHIBIT A  
STATEMENT OF  
PROPOSED WATER FACILITIES  
AND PHASING

PROJECT NAME: Hunting Quarter TOTAL NO. OF PHASES: One  
DEVELOPER: Alva Watson

PHASE I

PLAT REF: Hunting Quarter Section 1, Phase III # OF LOTS TO BE SERVED: 26 Townhouses

PROJECTED CONST. START DATE: May, 1990

PROJECTED CONST. COMPLETION DATE: October, 1990

FACILITIES TO BE CONSTRUCTED\*: One 182 GPM well, 50,000 gal. storage tanks, transfer pumps, distribution system and appurtances.

COMMISSION PARTICIPATION\*\* None

PHASE II

PLAT REF: \_\_\_\_\_ # OF LOTS TO BE SERVED: \_\_\_\_\_

PROJECTED CONST. START DATE: \_\_\_\_\_

PROJECTED CONST. COMPLETION DATE: \_\_\_\_\_

FACILITIES TO BE CONSTRUCTED\*: \_\_\_\_\_

COMMISSION PARTICIPATION\*\* \_\_\_\_\_

PHASE III

PLAT REF: \_\_\_\_\_ # OF LOTS TO BE SERVED: \_\_\_\_\_

PROJECTED CONST. START DATE: \_\_\_\_\_

PROJECTED CONST. COMPLETION DATE: \_\_\_\_\_

FACILITIES TO BE CONSTRUCTED\*: \_\_\_\_\_

COMMISSION PARTICIPATION\*\* \_\_\_\_\_

(INDICATE ADDITIONAL PHASES ON SEPERATE SHEETS AS NECESSARY)

\* The facilities listed also include FOR WATER PUMPING STATIONS: wells, pumps, controls, generators, chlorinators, compressors, meters, valves, interior and exterior piping and appurtances, together with all sites on which they are situate and 20' access to the same; FOR WATER STORAGE TANKS: Elevated storage tanks, standpipes, ground storage tanks, hydropneumatic tanks and surge tanks as required by the Commission, together with all sites on which they are situate and 20' access to the same; FOR DISTRIBUTION SYSTEMS: mains, fire hydrants, valves and valve boxes, fittings, blow offs, water house connections, water house service lines, curb

stops, curb stop boxes, water meter settings and appurtenances, together with 20' permanent easements over the same for maintenance and modification of and connection to these facilities; along with any and all other facilities or appurtenances which in any way could be construed as part of the water system.

AA In the event the Commission is to participate in the cost of construction, payment of the Commission's share will be made in increments consistent with the work in place.

Commission:   
(Initials)

Developer:   
(Initials)

EXHIBIT B  
STATEMENT OF  
PROPOSED SEWERAGE FACILITIES  
AND PHASING

PROJECT NAME: Hunting Quarter TOTAL NO. OF PHASES: Two  
DEVELOPER: Alyb Watson

PHASE I

Hunting Quarter  
PLAT REF: Section 1, Phase III # OF LOTS TO BE SERVED: 26  
PROJECTED CONST. START DATE: May, 1990  
PROJECTED CONST. COMPLETION DATE: October, 1990  
FACILITIES TO BE CONSTRUCTED\*: Sewerage collection system and service lines to serve 26 townhouse units @

COMMISSION PARTICIPATION\*\* None

PHASE II

PLAT REF: \_\_\_\_\_ # OF LOTS TO BE SERVED: \_\_\_\_\_  
PROJECTED CONST. START DATE: \_\_\_\_\_  
PROJECTED CONST. COMPLETION DATE: \_\_\_\_\_  
FACILITIES TO BE CONSTRUCTED\*: \_\_\_\_\_

COMMISSION PARTICIPATION\*\* \_\_\_\_\_

PHASE III

PLAT REF: \_\_\_\_\_ # OF LOTS TO BE SERVED: \_\_\_\_\_  
PROJECTED CONST. START DATE: \_\_\_\_\_  
PROJECTED CONST. COMPLETION DATE: \_\_\_\_\_  
FACILITIES TO BE CONSTRUCTED: \_\_\_\_\_

COMMISSION PARTICIPATION\*\* \_\_\_\_\_

(INDICATE ADDITIONAL PHASES ON SEPERATE SHEETS AS NECESSARY)


\* The facilities also include for WASTEWATER PUMPING STATIONS: pumps, wet wells, generators, compressors, meters, valves, interior and exterior piping and appurtenances, together with all sites on which they are situated and 20' access to the same. FOR WASTEWATER TREATMENT PLANTS: Storage lagoons, physical plants influent and effluent lines, lift stations, generators, together with all sites on which they are situated and 20' access to the same; FOR COLLECTION SYSTEMS: collector and lateral sewers, interceptor sewers, forcemains, sewer house service lines, air release valves, house connections, together with 20' permanent easements over the same for maintenance and modification of connection to these facilities; along with any and all other facilities or

appurtenances which in any way could be construed as part of the sewerage system.

AA In the event the Commission is to participate in the cost of construction, payment of the Commission's share will be made in increments consistent with the work in place.

Commission: 

(Initials)

Developer: 

(Initials)

@ Developer agrees that he is outside of the designated service area and as such agrees to pay his share of any upgrade to existing sewage handling facilities. This fee to be determined at a later date.

ATTACHMENT C  
PROJECT COMPLETION CERTIFICATION

This is to certify that I, or my representative, have reviewed the plans and specifications of the project known as

-----  
and the applicable State and local codes, standards and specifications and have conducted sufficient on-site testing and inspection to certify that the project was constructed in accordance therewith. Further, I certify that no unauthorized changes affecting any engineering design parameters were made from the approved plans and specifications.

All applicable test results and as-built drawings are submitted herewith and are part of this certification.

----- SEAL

*Returned: Metro Comm*

JUN 7 1990

MARY R. BELL, CLERK



PUBLIC WORKS AGREEMENT

THIS AGREEMENT by and between the ST. MARY'S COUNTY METROPOLITAN COMMISSION, hereinafter the "Commission" and Swarey Builders

hereinafter the "Developer". 1134PM06/07/90A PW AGR \$0.00

WHEREAS, the Commission is responsible for all water and sewerage projects and in the Tenth District

Sanitary District, and. 1134PM06/07/90A MECOM \$0.00

WHEREAS, the Developer is developing certain real property within the said Sanitary District known and described as Laurel Ridge Section Three and Section Three A and,

WHEREAS, the Developer, whether by requirement of the County or by choice desires to construct central facilities, hereinafter the "facilities", to serve the aforementioned property, and,

WHEREAS, the Developer seeks the approval of the Commission for the construction of such facilities, and,

WHEREAS, the Concept Plan for the aforementioned development has been submitted to and approved by the Board of County Commissioners of St. Mary's County or their duly appointed agent.

NOW THEREFORE, in consideration of the premises and of the mutual covenants and agreements herein, it is agreed by the parties as follows:

FIRST: The Developer shall design the facilities in accordance with the St. Mary's County Standard Specifications for Water and Sewerage Construction, the Comprehensive Water and Sewerage Plan for St. Mary's County and any other rules, regulations, directives or special instructions issued by the Commission or the State and Federal Governments.

SECOND: The Developer shall submit a statement to be included as Exhibit A and/or B of this document, setting forth a proposed phasing for the construction of the facilities and a proposed schedule of completion for said phase or phases, said statement to be subject to the approval of the

Commission. The Developer shall also submit an itemized engineer's estimate of the total cost to complete the facilities for each phase of the development as it occurs, such estimates also being subject to the approval of the Commission.

THIRD: On or before the signing of this Agreement by the parties, the Developer shall furnish a bond or bonds, the form and the surety or sureties thereof to be as approved by the Commission. Said bond shall be payable to the Commission, its successors and assigns in a sum equal to the aforesaid engineering estimate for the cost of constructing the facilities, plus ten percent for contingencies, or the amount of the contract prices, whichever is higher, conditioned that the Developer shall well and truly perform and fulfill the covenants, conditions, stipulations and terms of this Agreement, such bond or bonds to be and remain in force until such time as the warrantee period on the completed facilities expires; it being understood that bonding may be accomplished incrementally in accordance with the phases and schedule established under paragraph SECOND above; it being further understood that alternatives to bonding, such as irrevocable letters of credit or irrevocable commitments of funds may be approved by the Commission.

FOURTH: The Developer shall pay to the Commission the following fees:

Review Fee \$ 3,105.00 based upon \$ 45.00 per residential lot, and \$ N/A per commercial lot payable upon execution of this agreement.

Inspection Fee \$ 1,354.89 based upon 3% of construction estimate payable upon execution of this Agreement.

Said amount shall be placed in an account by the Commission and shall be drawn upon from time to time to reimburse the Commission for the direct and indirect cost of said inspection service, and if said cost is less than the inspection fee initially collected, the remaining balance shall be returned to the developer or, if the final total inspection cost is more than the inspection fee initially collected, the

developer shall pay to the Commission the difference. The Commission may, at it's option, elect to have the responsibility for construction inspection and assurance that all work is performed in accordance with the approved plans and specifications remain with the developer and, accordingly, no fee will be charged. In this latter case, upon the project's completion, the developer shall provide to the Commission a Project Completed Certification, Attachment (C), signed by a professional engineer registered in the State of Maryland.

Connection Charges \$ 3,450.00 based upon \$ 50.00 per connection payable upon execution of this Agreement.

Debt Service Charge \$ N/A per month based upon \_\_\_\_\_ front feet at \$ \_\_\_\_\_ front foot/year payment beginning at the time capacity allocation made or service available, whichever occurs first.

Service Charge \$ 1000 gal <sup>10, 10 minimum plus .85 for</sup> in excess of per month based upon 18,000 gal/gtr per EDU beginning when service is utilized. This Service Charge reflects the currently approved rate and is subject to change.

Water Supply Fee \$ N/A per EDU for developments without supply (wells) that utilize the public water system payable at the time a connection permit is issued or when the original developer sells the lot(s) whichever occurs first.

Water Storage Fee \$ N/A per EDU. For developments without storage facilities that utilize the public water system payable at the time a connection permit is issued or when the original developer sells the lot(s), whichever occurs first.

FIFTH: The Developer shall construct all of the facilities set forth in Exhibit A and/or B of this document, according to the schedule and in the phase or phases of construction indicated therein, and that in the case of multi-phased projects, no phase beyond the first shall be commenced, until the facilities constructed under all previous

A 100,000 gallon elevated storage tank to be provided for this purpose prior to construction of the 101st home. A second well is to be operational before the 51st home is constructed.

phases have been approved and accepted by the Commission.

SIXTH: The Developer shall construct the facilities in accordance with final plans and specifications, and any amendments thereto, submitted to and approved by the Commission. Further, no work in connection with the construction of the facilities shall be commenced prior to the time the Commission has approved said final plans and specifications and the Developer has applied for and secured from the Commission a permit authorizing such construction. Within sixty days after the construction of any phase is completed, a complete set of "As-Built" drawings shall be submitted to the Commission.

SEVENTH: The Developer shall make available the property being improved to any duly authorized representative of the Commission at all reasonable times for the purpose of inspecting the construction of the facilities.

EIGHTH: Upon completion and acceptance by the Commission of the facilities as set forth in paragraph SECOND above, the Developer when requested so to do by the Commission, agrees to convey all of the facilities with the appropriate sites, easements, and rights-of-way to the Commission for the nominal sum of One Dollar (\$1.00) and to provide all documentation and assurances of title as are requested by the Commission in connection with said proposed conveyances.

NINTH: No premises within the project to be connected to the facilities shall be occupied or used for any purpose whether or not sold by the Developer to others, unless and until such time as the facilities have been completed in accordance with the aforesaid plans, specifications and schedule and have been inspected, approved and accepted by the Commission and the Developer so notified in writing by the Commission.

TENTH: In the event of a dispute between the parties as to the subject matter of this Agreement, the dispute can be submitted to arbitration if the parties hereto mutually agree, or in a court of competent jurisdiction within the State of Maryland and St. Mary's County.

ELEVENTH: This Agreement shall be binding on and insure

to the benefit of the heirs, successors, personal representatives and assigns of the parties hereto.

TWELFTH: The Developer shall warrantee all mechanical, electrical and control facilities for a period of twelve months and all earthwork for a period of eighteen months after they have been conveyed to the Commission. Failure of any of the facilities to perform properly or meet the conditions of paragraph FIRST shall be corrected as soon as possible after notification by the Commission. Failure of facilities to perform due to neglect or misuse by the Commission will void appropriate portion of the warrantees. The warrantees shall cover the cost of labor, equipment, and materials needed to correct any problems with said facilities.

\*\*\* WITNESS the hands and seals of the parties hereto, this day of

ATTEST: [Signature] ST. MARY'S COUNTY METROPOLITAN COMMISSION  
Secretary By [Signature] Chairman

ATTEST: [Signature] DEVELOPERS/PROPERTY OWNERS  
By [Signature] Israel S. Swarov  
By \_\_\_\_\_  
By \_\_\_\_\_ Mortgagor.

STATE OF MARYLAND, COUNTY OF ST. MARY'S, to wit:  
I HEREBY CERTIFY that on this 27th day of April, 1990 before me, a Notary Public in and for the County of St. Mary's aforesaid, personally appeared Lewis C. Raley, Chairman of the St. Mary's County Metropolitan Commission, and on behalf of said Commission did acknowledge the foregoing instrument to be the act and deed of the St. Mary's County Metropolitan Commission.

WITNESS my hand and Notarial Seal.  
[Signature]  
Notary Public

STATE OF MARYLAND  
COUNTY OF ST. MARY'S to wit:  
I HEREBY CERTIFY that on this 9th day of March, 1990



before me, the subscriber, a Notary Public in the county  
aforesaid, personally appeared ISRAEL Z. SWAREY  
and that he/they acknowledged the aforesaid Public Works  
Agreement to be his/their act.

WITNESS my hand and Notarial Seal.

My Commission Expires: July 1, 1990

*Robert M. Murray*  
Notary Public

\*\*\* THIRTEENTH: The Commission agrees that the installation by the Developer of the one hundred thousand gallon elevated storage tank and second six inch well shall allow the Developer to hook up a total of Two Hundred Sixty-Five houses (265) in the Laurel Ridge Subdivision water system. In addition, the Commission agrees that the additional storage capacity and water flow created by the one hundred thousand gallon elevated storage tank and second well provides adequate fire flow for a total of Two Hundred Sixty-five (265) houses in the Laurel Ridge subdivision.

FOURTEENTH: The Commission agrees that in the event other users are allowed to connect into the Laurel Ridge Subdivision water system, that the Developer shall be reimbursed on a per lot basis for its initial capital investment to said water system. The formula for reimbursement shall be as determined by the Commission. In the event that the Commission allows other users to connect into the Laurel Ridge Subdivision water system, said connections shall not affect Developer's right to hook up to the water supply system a total of Two Hundred Sixty Five (265) houses and shall not affect Developer's right to fire flow as set forth in paragraph Thirteenth above.

EXHIBIT A  
STATEMENT OF  
PROPOSED WATER FACILITIES  
AND PHASING

PROJECT NAME: Laurel Ridge 3,3A TOTAL NO. OF PHASES: \_\_\_\_\_

DEVELOPER: Swarey Builders \_\_\_\_\_

PHASE I

PLAT REF: Lots 1A thru 11A, Lots 57 thru 115 # OF LOTS TO BE SERVED: 69

PROJECTED CONST. START DATE: March, 1990

PROJECTED CONST. COMPLETION DATE: April, 1990

FACILITIES TO BE CONSTRUCTED: Approximate 4,197 LF 8" waterline, 135 LF 6" waterline, 907 LF 4" waterline and appurtenances\*

COMMISSION PARTICIPATION\*\* N/A

PHASE II

PLAT REF: N/A # OF LOTS TO BE SERVED: N/A

PROJECTED CONST. START DATE: N/A

PROJECTED CONST. COMPLETION DATE: N/A

FACILITIES TO BE CONSTRUCTED: N/A

COMMISSION PARTICIPATION\*\* N/A

PHASE III

PLAT REF: N/A # OF LOTS TO BE SERVED: N/A

PROJECTED CONST. START DATE: N/A

PROJECTED CONST. COMPLETION DATE: N/A

FACILITIES TO BE CONSTRUCTED: N/A

COMMISSION PARTICIPATION\*\* N/A

(INDICATE ADDITIONAL PHASES ON SEPERATE SHEETS AS NECESSARY)

\* The facilities listed also include FOR WATER PUMPING STATIONS: wells, pumps, controls, generators, chlorinators, compressors, meters, valves, interior and exterior piping and appurtenances, together with all sites on which they are situate and 20' access to the same; FOR WATER STORAGE TANKS: Elevated storage tanks, standpipes, ground storage tanks, hydropneumatic tanks and surge tanks as required by the Commission, together with all sites on which they are situate and 20' access to the same; FOR DISTRIBUTION SYSTEMS: mains, fire hydrants, valves and valve boxes, fittings, blow offs, water house connections, water house service lines, curb

stops, curb stop boxes, water meter settings and appurtenances, together with 20' permanent easements over the same for maintenance and modification of and connection to these facilities; along with any and all other facilities or appurtenances which in any way could be construed as part of the water system.

AA In the event the Commission is to participate in the cost of construction, payment of the Commission's share will be made in increments consistent with the work in place.

Commission: *[Signature]*  
(Initials)

Developer: *[Signature]*  
(Initials)

*Returned: Metro Comm*

JUN 7 1990

MARY R. BELL, CLERK



PUBLIC WORKS AGREEMENT

THIS AGREEMENT by and between the ST. MARY'S COUNTY METROPOLITAN COMMISSION, hereinafter the "Commission" and California Mobile Home Park

hereinafter the "Developer". 1134PND6/07/90A PW AGR \$0.00

WHEREAS, the Commission is responsible for all water and sewerage projects and in the eighth

Sanitary District, and. 1134PND6/07/90A MECON \$0.00

WHEREAS, the Developer is developing certain real property within the said Sanitary District known and described as California Mobile Home Park and.

WHEREAS, the Developer, whether by requirement of the County or by choice desires to construct central sewer facilities, hereinafter the "facilities", to serve the aforementioned property, and.

WHEREAS, the Developer seeks the approval of the Commission for the construction of such facilities, and.

WHEREAS, the Concept Plan for the aforementioned development has been submitted to and approved by the Board of County Commissioners of St. Mary's County or their duly appointed agent.

NOW THEREFORE, in consideration of the premises and of the mutual covenants and agreements herein, it is agreed by the parties as follows:

FIRST: The Developer shall design the facilities in accordance with the St. Mary's County Standard Specifications for Water and Sewerage Construction, the Comprehensive Water and Sewerage Plan for St. Mary's County and any other rules, regulations, directives or special instructions issued by the Commission or the State and Federal Governments.

SECOND: The Developer shall submit a statement to be included as Exhibit A and/or B of this document, setting forth a proposed phasing for the construction of the facilities and a proposed schedule of completion for said phase or phases, said statement to be subject to the approval of the

Commission. The Developer shall also submit an itemized engineer's estimate of the total cost to complete the facilities for each phase of the development as it occurs, such estimates also being subject to the approval of the Commission.

THIRD: On or before the signing of this Agreement by the parties, the Developer shall furnish a bond or bonds, the form and the surety or sureties thereof to be as approved by the Commission. Said bond shall be payable to the Commission, its successors and assigns in a sum equal to the aforesaid engineering estimate for the cost of constructing the facilities, plus ten percent for contingencies, or the amount of the contract prices, whichever is higher, conditioned that the Developer shall well and truly perform and fulfill the covenants, conditions, stipulations and terms of this Agreement, such bond or bonds to be and remain in force until such time as the warranty period on the completed facilities expires; it being understood that bonding may be accomplished incrementally in accordance with the phases and schedule established under paragraph SECOND above; it being further understood that alternatives to bonding, such as irrevocable letters of credit or irrevocable commitments of funds may be approved by the Commission.

FOURTH: The Developer shall pay to the Commission the following fees:

Review Fee \$ 750.00 based upon \$ 30.00 per residential lot, and \$ -0- per commercial lot payable upon execution of this agreement.

Inspection Fee \$ 900.00 based upon 3% of construction estimate payable upon execution of this Agreement. Said amount shall be placed in an account by the Commission and shall be drawn upon from time to time to reimburse the Commission for the direct and indirect cost of said inspection service, and if said cost is less than the inspection fee initially collected, the remaining balance shall be returned to the developer or, if the final total inspection cost is more than the inspection fee initially collected, the

developer shall pay to the Commission the difference. The Commission may, at its option, elect to have the responsibility for construction inspection and assurance that all work is performed in accordance with the approved plans and specifications remain with the developer and, accordingly, no fee will be charged. In this latter case, upon the project's completion, the developer shall provide to the Commission a Project Completed Certification, Attachment (C), signed by a professional engineer registered in the State of Maryland.

Connection Charges \$ -0- based upon \$ N/A per connection payable upon execution of this Agreement.

Debt Service Charge \$ 202.09 per month based upon 1250 front feet at \$ 1.94 front foot/year payment beginning at the time capacity allocation made or service available, whichever occurs first.

Service Charge \$ ~~218.25~~ 241.00 per month based upon \$ ~~8.73~~ 9.64 per month per EDU beginning when service is utilized. This Service Charge reflects the currently approved rate and is subject to change.

Water Supply Fee \$ N/A per EDU for developments without supply (wells) that utilize the public water system payable at the time a connection permit is issued or when the original developer sells the lot(s) whichever occurs first.

Water Storage Fee \$ N/A per EDU. For developments without storage facilities that utilize the public water system payable at the time a connection permit is issued or when the original developer sells the lot(s), whichever occurs first.

FIFTH: The Developer shall construct all of the facilities set forth in Exhibit A and/or B of this document, according to the schedule and in the phase or phases of construction indicated therein, and that in the case of multi-phased projects, no phase beyond the first shall be commenced, until the facilities constructed under all previous

NOTE: \* Sewer only. Additional charges for water will be billed when water main is complete and ready-to-serve.

phases have been approved and accepted by the Commission.

SIXTH: The Developer shall construct the facilities in accordance with final plans and specifications, and any amendments thereto, submitted to and approved by the Commission. Further, no work in connection with the construction of the facilities shall be commenced prior to the time the Commission has approved said final plans and specifications and the Developer has applied for and secured from the Commission a permit authorizing such construction. Within sixty days after the construction of any phase is completed, a complete set of "As-Built" drawings shall be submitted to the Commission.

SEVENTH: The Developer shall make available the property being improved to any duly authorized representative of the Commission at all reasonable times for the purpose of inspecting the construction of the facilities.

EIGHTH: Upon completion and acceptance by the Commission of the facilities as set forth in paragraph SECOND above, the Developer when requested so to do by the Commission, agrees to convey all of the facilities with the appropriate sites, easements, and rights-of-way to the Commission for the nominal sum of One Dollar (\$1.00) and to provide all documentation and assurances of title as are requested by the Commission in connection with said proposed conveyances.

NINTH: No premises within the project to be connected to the facilities shall be occupied or used for any purpose whether or not sold by the Developer to others, unless and until such time as the facilities have been completed in accordance with the aforesaid plans, specifications and schedule and have been inspected, approved and accepted by the Commission and the Developer so notified in writing by the Commission.

TENTH: In the event of a dispute between the parties as to the subject matter of this Agreement, the dispute can be submitted to arbitration if the parties hereto mutually agree, or in a court of competent jurisdiction within the State of Maryland and St. Mary's County.

ELEVENTH: This Agreement shall be binding on and insure

to the benefit of the heirs, successors, personal representatives and assigns of the parties hereto.

TWELFTH: The Developer shall warrantee all mechanical, electrical and control facilities for a period of twelve months and all earthwork for a period of eighteen months after they have been conveyed to the Commission. Failure of any of the facilities to perform properly or meet the conditions of paragraph FIRST shall be corrected as soon as possible after notification by the Commission. Failure of facilities to perform due to neglect or misuse by the Commission will void appropriate portion of the warrantees. The warrantees shall cover the cost of labor, equipment, and materials needed to correct any problems with said facilities.

WITNESS the hands and seals of the parties hereto, this day of

ATTEST: *[Signature]* ST. MARY'S COUNTY METROPOLITAN COMMISSION  
Secretary By *[Signature]* Chairman

ATTEST: DEVELOPERS/PROPERTY OWNERS  
By *[Signature]*  
By *[Signature]* (Witness)  
By \_\_\_\_\_ Mortgagor

STATE OF MARYLAND, COUNTY OF ST. MARY'S, to wit:  
I HEREBY CERTIFY that on this 27th day of April 1990 before me, a Notary Public in and for the County of St. Mary's aforesaid, personally appeared Lewis G. Raley Chairman of the St. Mary's County Metropolitan Commission, and on behalf of said Commission did acknowledge the foregoing instrument to be the act and deed of the St. Mary's County Metropolitan Commission.

WITNESS my hand and Notarial Seal.

*Lillian G. Bryan*  
Notary Public

STATE OF MARYLAND  
COUNTY OF ST. MARY'S, to wit:

I HEREBY CERTIFY that on this 17th day of January, 1990

LIBER 540 PAGE 170

LIBER 005 PAGE 142

before me, the subscriber, a Notary Public in the county  
aforesaid, personally appeared *DAVID D. BURKE*  
and that he/they acknowledged the foregoing Public Works  
Agreement to be his/~~their~~ act.

WITNESS my hand and Notarial Seal.

*Julian J. Byrne*  
Notary Public





appurtenances which in any way could be construed as part of the sewerage system.

AA In the event the Commission is to participate in the cost of construction, payment of the Commission's share will be made in increments consistent with the work in place.

Commission:     *AA*      
(initials)

Developer:     *QD*      
(initials)

*Returned: Metro Comm*

JUN 7 1990

MARY R. BELL, CLERK



PUBLIC WORKS AGREEMENT

THIS AGREEMENT by and between the ST. MARY'S COUNTY METROPOLITAN COMMISSION, hereinafter the "Commission" and

Esperanza Farms, Inc.-----8:41AM07/02/908---PA AGR-----  
hereinafter the "Developer".

\$0.00

WHEREAS, the Commission is responsible for all water and sewerage projects and in the Eighth

Sanitary District, and,-----8:41AM07/02/908---NECOM-----

\$0.00

WHEREAS, the Developer is developing certain real property within the said Sanitary District known and described as Esperanza Farms, Section #12

and,

WHEREAS, the Developer, whether by requirement of the County or by choice desires to construct central Water-----  
----- facilities, hereinafter the "facilities", to serve the aforementioned property, and,

WHEREAS, the Developer seeks the approval of the Commission for the construction of such facilities, and,

WHEREAS, the Concept Plan for the aforementioned development has been submitted to and approved by the Board of County Commissioners of St. Mary's County or their duly appointed agent.

NOW THEREFORE, in consideration of the premises and of the mutual covenants and agreements herein, it is agreed by the parties as follows:

FIRST: The Developer shall design the facilities in accordance with the St. Mary's County Standard Specifications for Water and Sewerage Construction, the Comprehensive Water and Sewerage Plan for St. Mary's County and any other rules, regulations, directives or special instructions issued by the Commission or the State and Federal Governments.

SECOND: The Developer shall submit a statement to be included as Exhibit A and/or B of this document, setting forth a proposed phasing for the construction of the facilities and a proposed schedule of completion for said phase or phases, said statement to be subject to the approval of the

Commission. The Developer shall also submit an itemized engineer's estimate of the total cost to complete the facilities for each phase of the development as it occurs, such estimates also being subject to the approval of the Commission.

THIRD: On or before the signing of this Agreement by the parties, the Developer shall furnish a bond or bonds, the form and the surety or sureties thereof to be as approved by the Commission. Said bond shall be payable to the Commission, its successors and assigns in a sum equal to the aforesaid engineering estimate for the cost of constructing the facilities, plus ten percent for contingencies, or the amount of the contract prices, whichever is higher, conditioned that the Developer shall well and truly perform and fulfill the covenants, conditions, stipulations and terms of this Agreement, such bond or bonds to be and remain in force until such time as the warranties period on the completed facilities expires; it being understood that bonding may be accomplished incrementally in accordance with the phases and schedule established under paragraph SECOND above; it being further understood that alternatives to bonding, such as irrevocable letters of credit or irrevocable commitments of funds may be approved by the Commission.

FOURTH: The Developer shall pay to the Commission the following fees:

Review Fee \$ 720.00 based upon \$ 45.00 per residential lot, and \$ N/A per commercial lot payable upon execution of this agreement.

Inspection Fee \$ 724.02 based upon 3% of construction estimate payable upon execution of this Agreement. Said amount shall be placed in an account by the Commission and shall be drawn upon from time to time to reimburse the Commission for the direct and indirect cost of said inspection service, and if said cost is less than the inspection fee initially collected, the remaining balance shall be returned to the developer or, if the final total inspection cost is more than the inspection fee initially collected, the

developer shall pay to the Commission the difference. The Commission may, at its option, elect to have the responsibility for construction inspection and assurance that all work is performed in accordance with the approved plans and specifications remain with the developer and, accordingly, no fee will be charged. In this latter case, upon the project's completion, the developer shall provide to the Commission a Project Completed Certification, Attachment (C), signed by a professional engineer registered in the State of Maryland.

Connection Charges \$ 300.00 based upon \$ 50.00 per connection payable upon execution of this Agreement.

Debt Service Charge \$ N/A per month based upon N/A front feet at \$ N/A front foot/year payment beginning at the time capacity allocation made or service available, whichever occurs first.

Service Charge \$ 122.56 per month based upon \$ 7.66 per month per EDU beginning when service is utilized. This Service Charge reflects the currently approved rate and is subject to change.

Water Supply Fee \$ N/A per EDU for developments without supply (wells) that utilize the public water system payable at the time a connection permit is issued or when the original developer sells the lot(s) whichever occurs first.

Water Storage Fee \$ N/A per EDU. For developments without storage facilities that utilize the public water system payable at the time a connection permit is issued or when the original developer sells the lot(s), whichever occurs first.

FIFTH: The Developer shall construct all of the facilities set forth in Exhibit A and/or B of this document, according to the schedule and in the phase or phases of construction indicated therein, and that in the case of multi-phased projects, no phase beyond the first shall be commenced, until the facilities constructed under all previous

phases have been approved and accepted by the Commission.

SIXTH: The Developer shall construct the facilities in accordance with final plans and specifications, and any amendments thereto, submitted to and approved by the Commission. Further, no work in connection with the construction of the facilities shall be commenced prior to the time the Commission has approved said final plans and specifications and the Developer has applied for and secured from the Commission a permit authorizing such construction. Within sixty days after the construction of any phase is completed, a complete set of "As-Built" drawings shall be submitted to the Commission.

SEVENTH: The Developer shall make available the property being improved to any duly authorized representative of the Commission at all reasonable times for the purpose of inspecting the construction of the facilities.

EIGHTH: Upon completion and acceptance by the Commission of the facilities as set forth in paragraph SECOND above, the Developer when requested so to do by the Commission, agrees to convey all of the facilities with the appropriate sites, easements, and rights-of-way to the Commission for the nominal sum of One Dollar (\$1.00) and to provide all documentation and assurances of title as are requested by the Commission in connection with said proposed conveyances.

NINTH: No premises within the project to be connected to the facilities shall be occupied or used for any purpose whether or not sold by the Developer to others, unless and until such time as the facilities have been completed in accordance with the aforesaid plans, specifications and schedule and have been inspected, approved and accepted by the Commission and the Developer so notified in writing by the Commission.

TENTH: In the event of a dispute between the parties as to the subject matter of this Agreement, the dispute can be submitted to arbitration if the parties hereto mutually agree, or in a court of competent jurisdiction within the State of Maryland and St. Mary's County.

ELEVENTH: This Agreement shall be binding on and insure

to the benefit of the heirs, successors, personal representatives and assigns of the parties hereto.

TWELFTH: The Developer shall warrantee all mechanical, electrical and control facilities for a period of twelve months and all earthwork for a period of eighteen months after they have been conveyed to the Commission. Failure of any of the facilities to perform properly or meet the conditions of paragraph FIRST shall be corrected as soon as possible after notification by the Commission. Failure of facilities to perform due to neglect or misuse by the Commission will void appropriate portion of the warrantees. The warrantees shall cover the cost of labor, equipment, and materials needed to correct any problems with said facilities.

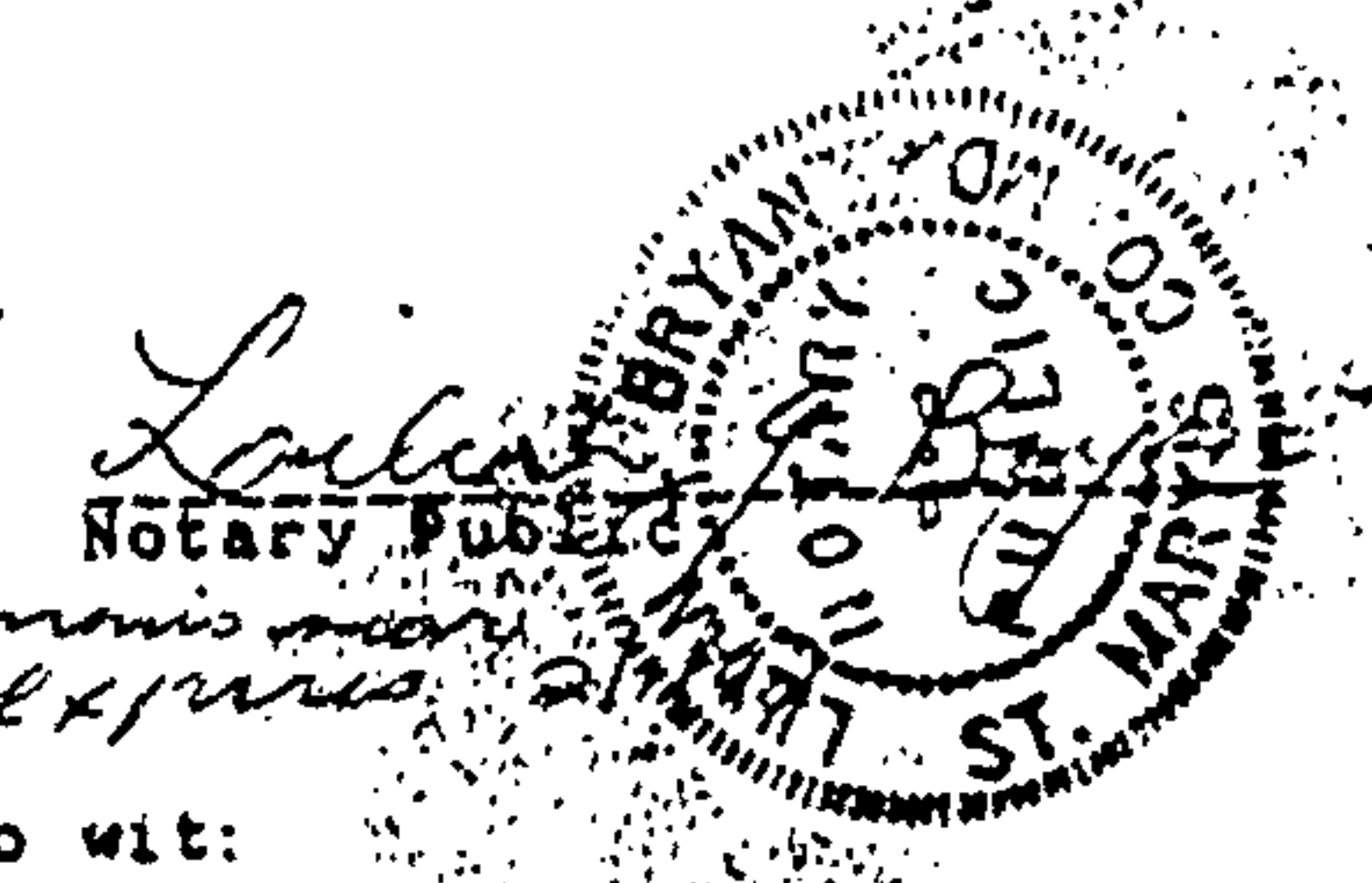
WITNESS the hands and seals of the parties hereto, this day of

ATTEST: [Signature] ST. MARY'S COUNTY METROPOLITAN COMMISSION  
Secretary By [Signature] Chairman

ATTEST: DEVELOPERS/PROPERTY OWNERS  
[Signature] By [Signature] Dean  
By [Signature] Robert G. Dean, Sr.  
By \_\_\_\_\_ Mortgagor

STATE OF MARYLAND, COUNTY OF ST. MARY'S, to wit:  
I HEREBY CERTIFY that on this 14th day of June, 1990 before me, a Notary Public in and for the County of St. Mary's aforesaid, personally appeared Lewis G. Raley Chairman of the St. Mary's County Metropolitan Commission, and on behalf of said Commission did acknowledge the foregoing instrument to be the act and deed of the St. Mary's County Metropolitan Commission.

WITNESS my hand and Notarial Seal.



STATE OF Maryland my commission expires 2/28/91  
COUNTY OF St. Marys, to wit:  
I HEREBY CERTIFY that on this 8th day of June, 1990

LIBER 545 PAGE 025

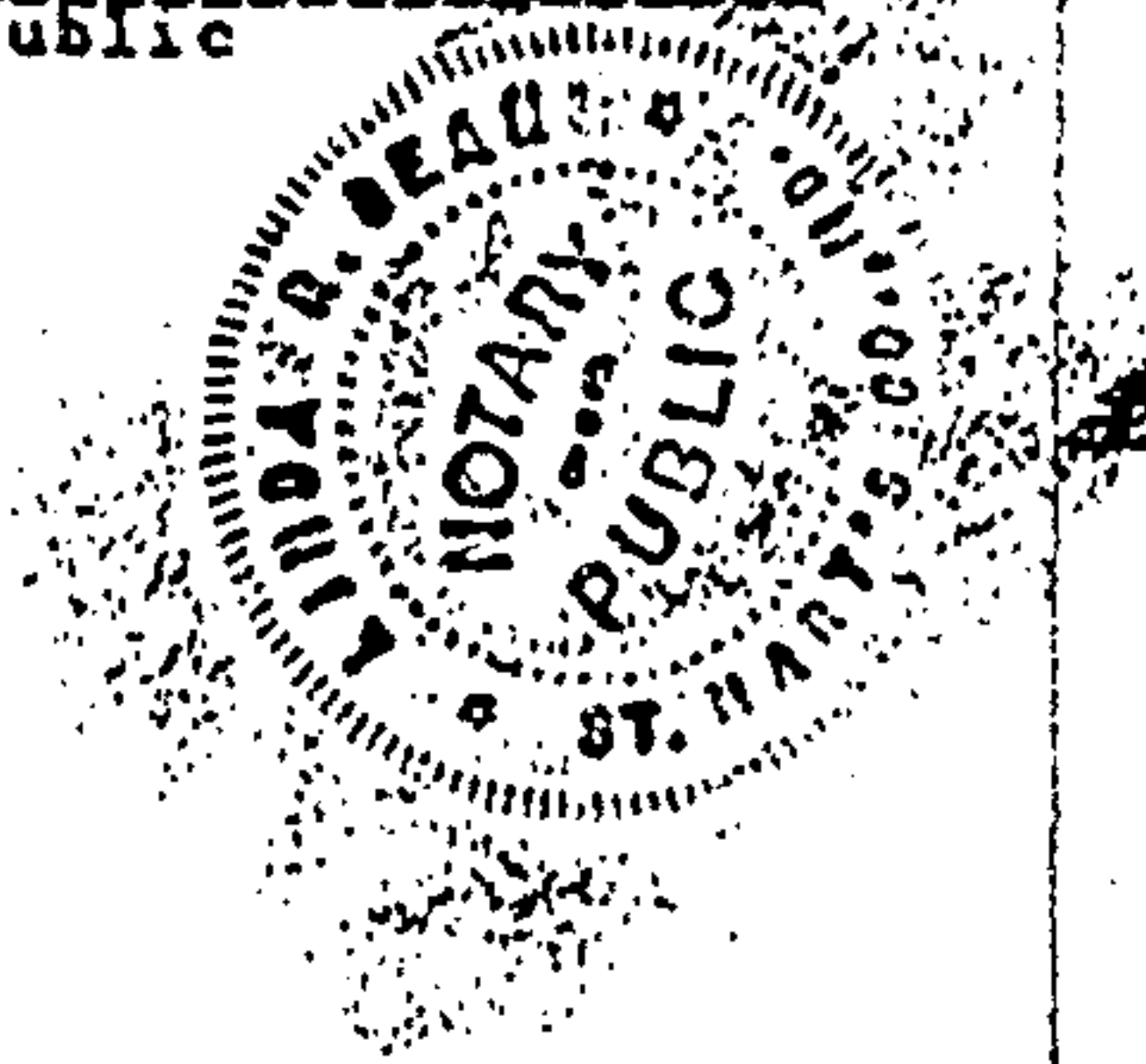
LIBER 005 PAGE 150

before me, the subscriber, a Notary Public in the county  
aforesaid, personally appeared *Franklin W. Dean and Robert S. Dean, Jr.*  
and that ~~we~~/they acknowledged the foregoing Public Works  
Agreement to be his/their act.

WITNESS my hand and Notarial Seal.

commission expires 7-1-79

*Linda R. Beach*  
Notary Public



## EXHIBIT A

STATEMENT OF  
PROPOSED WATER FACILITIES  
AND PHASING

PROJECT NAME: Esperanza Farms, Sec. #12 TOTAL NO. OF PHASES: 1  
 DEVELOPER: Esperanza Farms, Inc.

## PHASE 1

PLAT REF: Esperanza Farms, Section 12 # OF LOTS TO BE SERVED: 16  
 PROJECTED CONST. START DATE: May 1, 1990  
 PROJECTED CONST. COMPLETION DATE: November 1, 1990  
 FACILITIES TO BE CONSTRUCTED\*: Water distribution system and service lines to serve 16 single family lots.

COMMISSION PARTICIPATION\*\* None

## PHASE II

PLAT REF: N/A # OF LOTS TO BE SERVED: N/A  
 PROJECTED CONST. START DATE: N/A  
 PROJECTED CONST. COMPLETION DATE: N/A  
 FACILITIES TO BE CONSTRUCTED\*: N/A

COMMISSION PARTICIPATION\*\* N/A

## PHASE III

PLAT REF: N/A # OF LOTS TO BE SERVED: N/A  
 PROJECTED CONST. START DATE: N/A  
 PROJECTED CONST. COMPLETION DATE: N/A  
 FACILITIES TO BE CONSTRUCTED: N/A

COMMISSION PARTICIPATION\*\* N/A

(INDICATE ADDITIONAL PHASES ON SEPERATE SHEETS AS NECESSARY)

\* The facilities listed also include FOR WATER PUMPING STATIONS: wells, pumps, controls, generators, chlorinators, compressors, meters, valves, interior and exterior piping and appurtenances, together with all sites on which they are situate and 20' access to the same; FOR WATER STORAGE TANKS: Elevated storage tanks, standpipes, ground storage tanks, hydropneumatic tanks and surge tanks as required by the Commission, together with all sites on which they are situate and 20' access to the same; FOR DISTRIBUTION SYSTEMS: mains, fire hydrants, valves and valve boxes, fittings, blow offs, water house connections, water house service lines, curb

stops, curb stop boxes, water meter settings and appurtenances, together with 20' permanent easements over the same for maintenance and modification of and connection to these facilities; along with any and all other facilities or appurtenances which in any way could be construed as part of the water system.

\*\* In the event the Commission is to participate in the cost of construction, payment of the Commission's share will be made in increments consistent with the work in place.

Commission: MB  
(Initials)

Developer: R.V.D. SA  
fw.  
(Initials)

*Del. Metro Comm.*



## PUBLIC WORKS AGREEMENT

8:41AM07/02/90B PW AGR \$0.00

THIS AGREEMENT by and between the St. Mary's County Metropolitan Commission, hereinafter the "Commission" and Alva Watson, hereinafter the "Developer."

WHEREAS, the Commission is responsible for all water and sewerage projects in the Eighth Sanitary District, and,

8:41AM07/02/90B HECOM \$0.00

WHEREAS, the Developer is developing certain real property within the said Sanitary District known and described as Short Acres Lots 5, 6 and 7, and,

WHEREAS, the Developer, whether by requirement of the County or by choice desires to construct central sewerage facilities, hereinafter the "facilities," to serve the aforementioned property, and,

WHEREAS, the Developer seeks the approval of the Commission for the construction of such facilities, and,

WHEREAS, the Concept Plan for the aforementioned development has been submitted to and approved by the Board of County Commissioners of St. Mary's County or their duly appointed agent.

NOW THEREFORE, in consideration of the premises and of the mutual covenants and agreements herein, it is agreed by the parties as follows:

FIRST: The Developer shall design the facilities in accordance with the St. Mary's County Standard Specification for Water and Sewerage Construction, the Comprehensive Water and Sewerage Plan for St. Mary's County and any other rules, regulations, directives or special instructions issued by the Commission or the State and Federal Governments.

SECOND: The Developer shall submit a statement to be included as Exhibit A of this document, setting forth a proposed phasing for the construction of the facilities and a proposed schedule of completion for said phase or phases, said statement to be subject to the approval of the Commission. The Developer shall also submit an itemized engineer's estimate of the total cost to complete the facilities for each phase of the development as it occurs, such estimates also being subject to the approval of the Commission.

THIRD: On or before the signing of this Agreement by the parties, the Developer shall furnish a bond or bonds, the form and the surety or sureties thereof to be approved by the Commission. Said bond shall be payable to the Commission, its successors and assigns in a sum equal to the aforesaid engineer's estimate for the cost of construction of the facilities, plus ten percent for contingencies, or the amount of the contract prices, whichever is higher, conditioned that the Developer shall well and truly perform and fulfill the covenants, conditions, stipulations and terms of the Agreement, such bond or bonds to be and remain in force until such time as the warrantee period of the completed facilities expires; it being understood that bonding may be accomplished incrementally in accordance with the phases and schedule established under paragraph Second above; it being further understood that alternatives to bonding, such as irrevocable letters of credit or irrevocable commitments of funds may be approved by the Commission.

FOURTH: The Developer shall pay to the Commission the following fees:

Review Fee: \$60.00 based upon \$20.00 per residential lot.

Inspection Fee: \$345.00 based upon 3% of construction estimate payable upon execution of this agreement. Said amount shall be placed in an account by the Commission and shall be drawn upon from time to time to reimburse the Commission for the direct and indirect cost of said inspection service, and if said cost is less than the inspection fee initially collected, the remaining balance shall be returned to the Developer or, if the final total inspection cost is more than the inspection fee initially collected, the Developer shall pay to the Commission the difference.

FIFTH: The Developer shall construct all of the facilities set forth in Exhibit A of this Document, according to the schedule of construction indicated therein.

SIXTH: The Developer shall construct the facilities in accordance with final plans and specifications, and any amendments thereto, submitted to and approved by the Commission. Further, no work in connection with the construction of the facilities shall be commenced prior to the time the Commission has approved said final plans and specifications and the Developer has applied for and secured for the Commission a permit authorizing such construction. Within six days after the construction is completed, a complete set of "As-built" drawings shall be submitted to the Commission.

SEVENTH: The Developer shall make available the property being improved to any duly authorized representative of the Commission at all reasonable times for the purpose of inspecting the construction of the facilities.

EIGHTH: Upon completion and acceptance by the Commission of the facilities as set forth in paragraph SECOND above, the Developer when requested to do so by the Commission, agrees to convey all of the facilities with the appropriate sites, easements, and rights-of-way to the Commission for the nominal sum of One Dollar (\$1.00) and to provide all documentation and assurance of title as are requested by the Commission in connection with said proposed conveyances.

NINTH: In the event of a dispute between the parties as to the subject matter of this Agreement, the dispute can be submitted to arbitration if the parties hereto mutually agree, or in a court of competent jurisdiction within the State of Maryland and St. Mary's County.

TENTH: This Agreement shall be binding on and inure to the benefit of the heirs, successors, personal representatives and assigns of the parties hereto.

ELEVENTH: The Developer shall warrantee all mechanical, electrical and control facilities for a period of twelve months and all earthwork for a period of eighteen months after they have been conveyed to the Commission. Failure of any of the facilities to perform properly or meet the conditions of paragraph FIRST shall be corrected as soon as possible after notification by the Commission. Failure of facilities to perform due to neglect or misuse by the Commission will void appropriate portions of the warrantee. The warrantees shall cover the cost of labor, equipment and materials needed to correct any problems with said facilities.

TWELFTH: After conveyance, the Commission shall be responsible for the maintenance and repair of the force main, the cost of which shall be borne by the Development, (i.e. Homeowners Association), such force main shall be limited to that which lies within the established County right-of-way.

THIRTEENTH: The Commission retains the right to assume ownership and responsibility for any additional facilities not initially conveyed to ensure proper functioning of the system.

WITNESS the hands and seals of the parties hereto, this day of

ATTEST:

[Signature]  
Secretary

ST. MARY'S COUNTY METROPOLITAN COMMISSION

By [Signature]  
Chairman

ATTEST:

[Signature]

DEVELOPER

By [Signature]  
Awa Watson

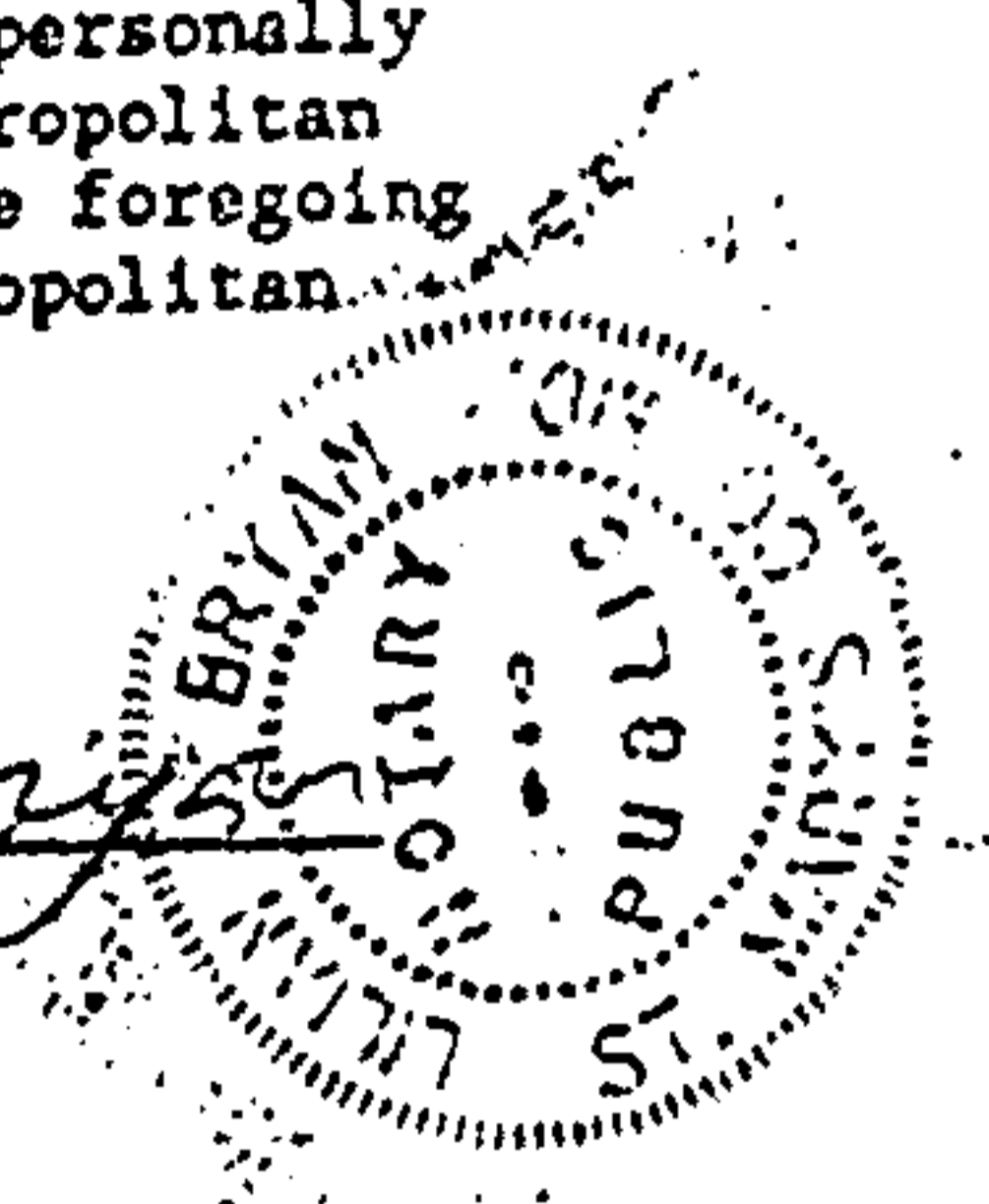
By \_\_\_\_\_  
Mortgagor

STATE OF MARYLAND, COUNTY OF ST. MARY'S, to wit:

I HEREBY CERTIFY that of this 25th day of June, 1990, before me, a Notary public in and for the County of St. Mary's aforesaid, personally appeared Lewis G. Kaley, Chairman of the St. Mary's County Metropolitan Commission, and on behalf of said Commission did acknowledge the foregoing instrument to be the act and deed of the St. Mary's County Metropolitan Commission.

WITNESS my hand and Notarial seal.

[Signature]  
Notary Public

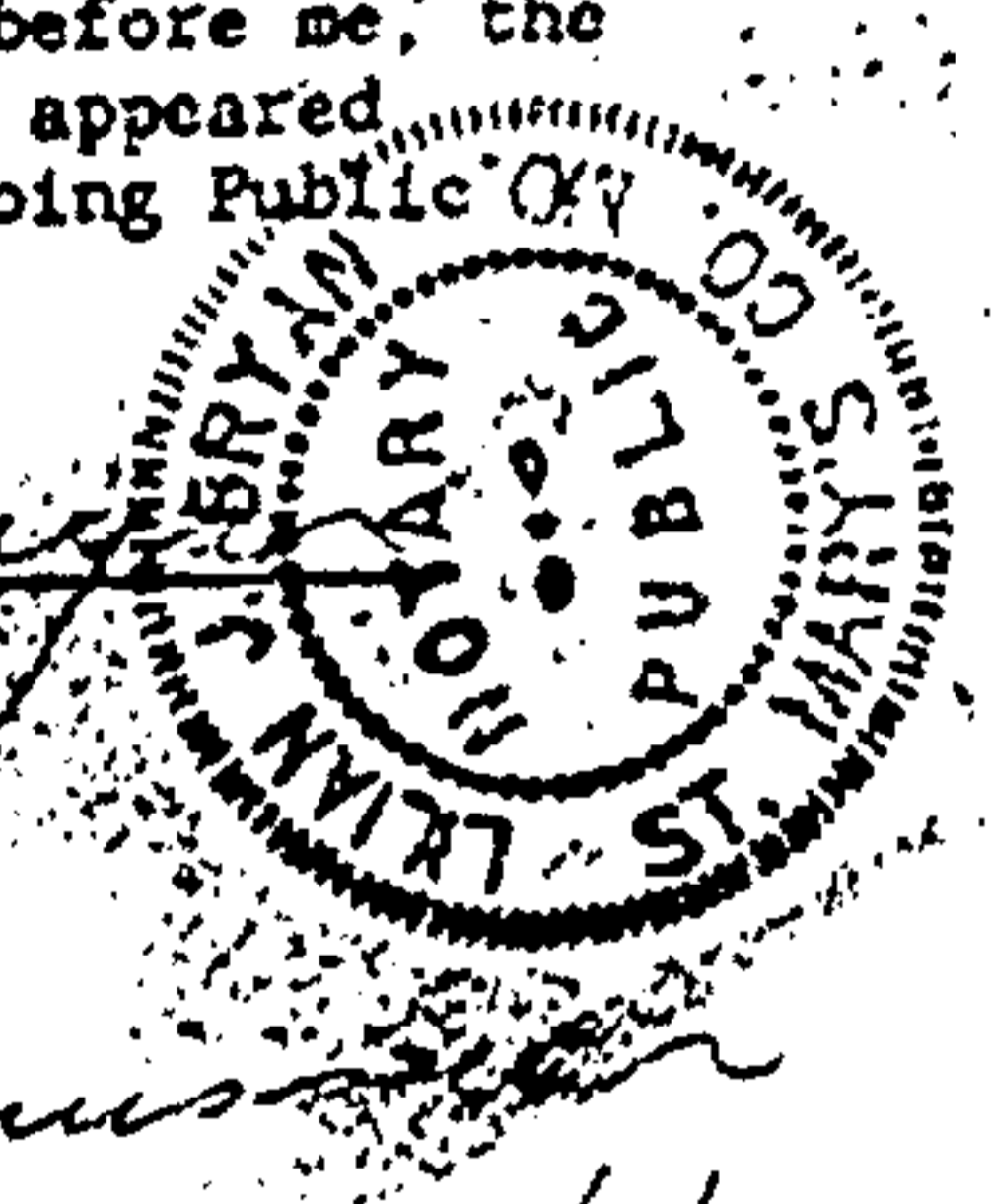


STATE OF MARYLAND  
COUNTY OF ST. MARY'S

, to wit:

I HEREBY CERTIFY that on this 5th day of March, 1990 before me, the subscriber, a Notary Public in the county aforesaid, personally appeared Awa Watson and that he/she acknowledged the foregoing Public Works Agreement to be his/her act.

[Signature]  
Notary Public



my commission expires 7/1/90.

EXHIBIT A  
STATEMENT OF  
PROPOSED SEWERAGE FACILITIES  
AND PHASING

PROJECT NAME: Short Acres Lot 5, 6 & 7 TOTAL NO. OF PHASES: 1  
DEVELOPER: Alva Watson

PHASE I

PLAT REF: Short Acres # OF LOTS TO BE SERVED: 3  
PROJECTED CONST. START DATE: Dec. 1989  
PROJECTED CONST. COMPLETION DATE: Jan. 1990  
FACILITIES TO BE CONSTRUCTED\*: Force Main in the county right-of-way only.

COMMISSION PARTICIPATION\*\*: N/A

PHASE II

PLAT REF: \_\_\_\_\_ # OF LOTS TO BE SERVED: \_\_\_\_\_  
PROJECTED CONST. START DATE: \_\_\_\_\_  
PROJECTED CONST. COMPLETION DATE: \_\_\_\_\_  
FACILITIES TO BE CONSTRUCTED\*: \_\_\_\_\_

COMMISSION PARTICIPATION\*\*: \_\_\_\_\_

PHASE III

PLAT REF.: \_\_\_\_\_ # OF LOTS TO BE SERVED: \_\_\_\_\_  
PROJECTED CONST. START DATE: \_\_\_\_\_  
PROJECTED CONST. COMPLETION DATE: \_\_\_\_\_  
FACILITIES TO BE CONSTRUCTED\*: \_\_\_\_\_

COMMISSION PARTICIPATION\*\*: \_\_\_\_\_

(INDICATE ADDITIONAL PHASES ON SEPARATE SHEETS AS NECESSARY)

\* The facilities also include for WASTEWATER PUMPING STATIONS: pumps, wet wells, generators, compressors, meters, valves, interior and exterior piping and appurtenances, together with all sites on which they are situated and 20' access to the same. FOR WASTEWATER TREATMENT PLANTS: Storage lagoons, physical plant influent and effluent lines, lift stations, generators, together with all sites on which they are situated and 20' access to the same; FOR COLLECTION SYSTEMS: collector and lateral sewers, interceptor sewers, forcemains, sewer house service lines, air release valves, house connections, together with 20' permanent easements over the same for maintenance and modification of connection to these facilities; along with any and all other facilities or appurtenances which in any way could be construed as part of the sewerage system.

\*\* In the event the Commission is to participate in the cost of construction, payment of the Commission's share will be made in increments consistent with the work in place.

Commission: [Signature]  
(Initials)

Developer: [Signature]  
(Initials)

*Diligentia Corp.*

JUL 2 - 1990

MARY R. BELL, CLERK

**PUBLIC WORKS AGREEMENT**

**THIS AGREEMENT** by and between the ST. MARY'S COUNTY METROPOLITAN COMMISSION, hereinafter the "Commission" and Liberty Land Development Corporation hereinafter the "Developer"

8:41AM07/02/90B PW AGR \$0.00

**WHEREAS**, the Commission is responsible for all water and sewerage projects and in the Eighth Sanitary District, and,

**WHEREAS**, the Developer is developing certain real property within the said Sanitary District known and described as Columbia Commons, Section 2 and,

**WHEREAS**, the Developer, whether by requirement of the County or by choice desires to construct central water and sewerage facilities, hereinafter the "facilities", to serve the aforementioned property, and,

**WHEREAS**, the Developer seeks the approval of the Commission for the construction of such facilities, and,

8:41AM07/02/90B MECDM \$0.00

**WHEREAS**, the Concept Plan for the aforementioned development has been submitted to and approved by the Board of County Commissioners of St. Mary's County or their duly appointed agent

**NOW THEREFORE**, in consideration of the premises and of the mutual covenants and agreements herein, it is agreed by the parties as follows:

**FIRST:** The Developer shall design the facilities in accordance with the St Mary's County Standard Specifications for Water and Sewerage Construction, the Comprehensive Water and Sewerage Plans for the St Mary's County and any other rules, regulations, directives or special instructions issued by the Commission or the State and Federal Governments.

**SECOND:** The Developer shall submit a statement to be included as Exhibit A and/or B of this document, setting forth a proposed phasing for the construction of the facilities and a proposed schedule of completion for said phase or phases, said statement to be subject to the approval of the Commission. The Developer shall also submit an itemized engineer's estimate of the total cost to complete the facilities for each phase of the development as it occurs, such estimates also being subject to the approval of the Commission.

**THIRD:** On or before the signing of this Agreement by the parties, the Developer shall furnish a bond or bonds, the form and the surety or sureties thereof to be as approved by the Commission. Said bond shall be payable to the Commission, its successors and assigns in a sum equal to the aforesaid

engineering estimate for the cost of constructing the facilities, plus ten percent for contingencies, or the amount of the contract prices, whichever is higher, conditioned that the Developer shall well and truly perform and fulfill the covenants, conditions, stipulations and terms of this Agreement, such bond or bonds to be and remain in force until such time as the warranty period on the completed facilities expires; it being understood that bonding may be accomplished incrementally in accordance with the phases and schedule established under paragraph SECOND above; it being further understood that alternatives to bonding, such as irrevocable letters of credit or irrevocable commitments of funds may be approved by the Commission.

**FOURTH:** The Developer shall pay to the Commission the following fees:

Review Fee: \$ 4,050.00 based upon \$ 75.00 per residential lot, payable upon execution of this Agreement.

Inspection Fee: \$ 2,318.51 based upon 3% of construction estimate payable upon execution of this Agreement. Said amount shall be placed in an account by the Commission and shall be drawn upon from time to time to reimburse the Commission for the direct and indirect cost of said inspection service, and if said cost is less than the inspection fee initially collected, the remaining balance shall be returned to the developer or, if the final total inspection cost is more than the inspection fee initially collected, the developer shall pay to the Commission the difference. The Commission may, at its option, elect to have the responsibility for construction inspection and assurance that all work is performed in accordance with the approved plans and specifications remain with the developer and, accordingly, no fee will be charged. In this latter case, upon the project's completion, the developer shall provide to the Commission a Project Completed Certification, Attachment (C), signed by a professional engineer registered in the State of Maryland.

Connection Charges: \$ 14,390.00 based upon \$ 7,195.00 per connection payable upon execution of this Agreement.

Debt Serve Charge: \$ 455.00 per month based upon 2,600 front feet at \$ .40 (w) & \$ 1.70 (s) front foot per year payment beginning at the time capacity allocation made or service available, whichever occurs first.

Service Charge: \$ 675.88 per month based upon \$ 155.32 (w) & \$ 9.64 (times 54) (s) per month per EDU beginning when service is utilized. This Service Charge reflects the currently approved rate and is subject to change.

Water Supply Fee: \$ 200 00 per EDU for developments without supply (Wells) that utilize the public water system payable at the time a connection permit is issued or when the original developer sells the lot(s), whichever occurs first.

Water Storage Fee: \$ 300 00 per EDU. For developments without storage facilities that utilize the public water system payable at the time a connection permit is issued or when the original developer sells the lot(s), whichever occurs first.

**FIFTH:** The Developer shall construct all of the facilities set forth in Exhibit A and/or B of this document, according to the schedule and in the phase or phases of construction indicated therein, and that in the case of multi-phased projects, no phase beyond the first shall be commenced, until the facilities constructed under all previous phases have been approved and accepted by the Commission.

**SIXTH:** The Developer shall construct the facilities in accordance with final plans and specification, and any amendments thereto, submitted to and approved by the Commission. Further, no work in connection with the construction of the facilities shall be commenced prior to the time the Commission has approved said final plans and specification and the developer has applied for and secured from the Commission as permit authorizing such construction. Within sixty days after the construction of any phase is completed, a completed set of "As-Built" drawings shall be submitted to the Commission.

**SEVENTH:** The Developer shall make available the property being improved to any duly authorized representative of the Commission at all reasonable times for the purpose of inspecting the construction of the facilities.

**EIGHTH:** Upon completion and acceptance by the Commission of the facilities as set forth in paragraph SECOND above, the Developer when requested so to do by the Commission, agrees to convey all of the facilities with the appropriate sites, easement, and rights-of-way to the Commission for the nominal sum of One Dollar (\$1 00) and to provide all documentation and assurances of title as are requested by the Commission in connection with said proposed conveyances.

**NINTH:** No premises within the project to be connected to the facilities shall be occupied or used for any purpose whether or not sold by the Developer to others, unless and until such time as the facilities have been completed in accordance with the aforesaid plans, specification and schedule and have been inspected, approved and accepted by the Commission and the Developer so notified in writing by the Commission.

TENTH: In the event of a dispute between the parties as to the subject matter of this Agreement, the dispute can be submitted to arbitration if the parties hereto mutually agree, or in a court of competent jurisdiction within the State of Maryland and St. Mary's County.

ELEVENTH: This Agreement shall be binding on and insure to the benefit of the heirs, successors, personal representatives and assigns of the parties hereto.

TWELFTH: The Developer shall warrantee all mechanical, electrical and control facilities for a period of twelve months and all earthwork for a period of eighteen months after they have been conveyed to the Commission. Failure of any of the facilities to perform properly or meet the conditions of paragraph FIRST shall be corrected as soon as possible after notification by the Commission. Failure of facilities to perform due to neglect or misuse by the Commission will void appropriate portion of the warranties. The warranties shall cover the cost of labor, equipment, and materials needed to correct any problems with said facilities.

WITNESS the hands and seals of the parties hereto, this day of

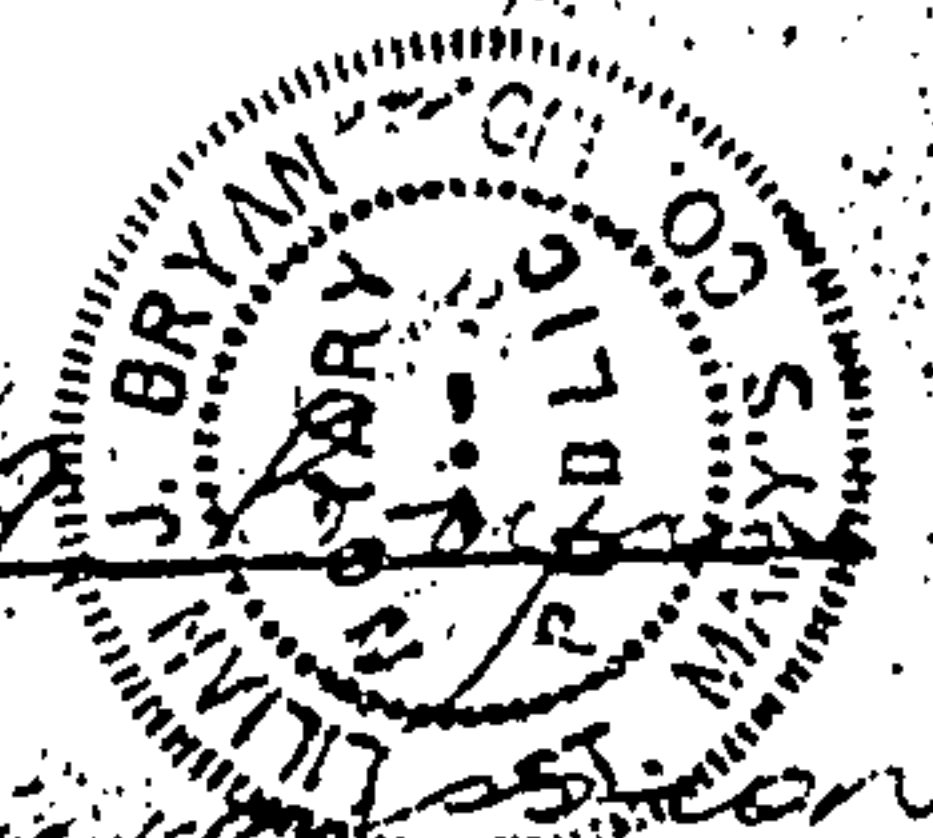
ATTEST: [Signature] ST. MARY'S COUNTY METROPOLITAN COMMISSION  
Secretary By [Signature]  
Chairman

ATTEST: [Signature] DEVELOPER / PROPERTY OWNERS  
By [Signature]  
Edward Curley  
By \_\_\_\_\_  
BY \_\_\_\_\_  
Mortgagor

STATE OF MARYLAND, COUNTY OF ST. MARY'S, TO WIT:  
I HEREBY CERTIFY that on this 14th day of June, 1990 before me, a Notary Public in and for the County of St. Mary's aforesaid, personally appeared Lewis G. Raley Chairman of the St. Mary's County Metropolitan Commission, and on behalf of said Commission did acknowledge the foregoing instrument to be the act and deed of the St. Mary's County Metropolitan Commission.

WITNESS my hand and Notarial Seal.

[Signature]  
Notary Public  
My Commission expires 2/1/92.





STATE OF MARYLAND, COUNTY OF ST. MARY'S, to wit:

I HEREBY CERTIFY that on this 1st day of June 1990 before me, the subscriber, a Notary Public in the county aforesaid, personally appeared Edward Curley and that he/they acknowledged the foregoing Public Works Agreement to be his/their act.

WITNESS my hand and Notarial Seal.

Notary Public

*Richard G. ...*  
*my commission expires 5/1/90.*

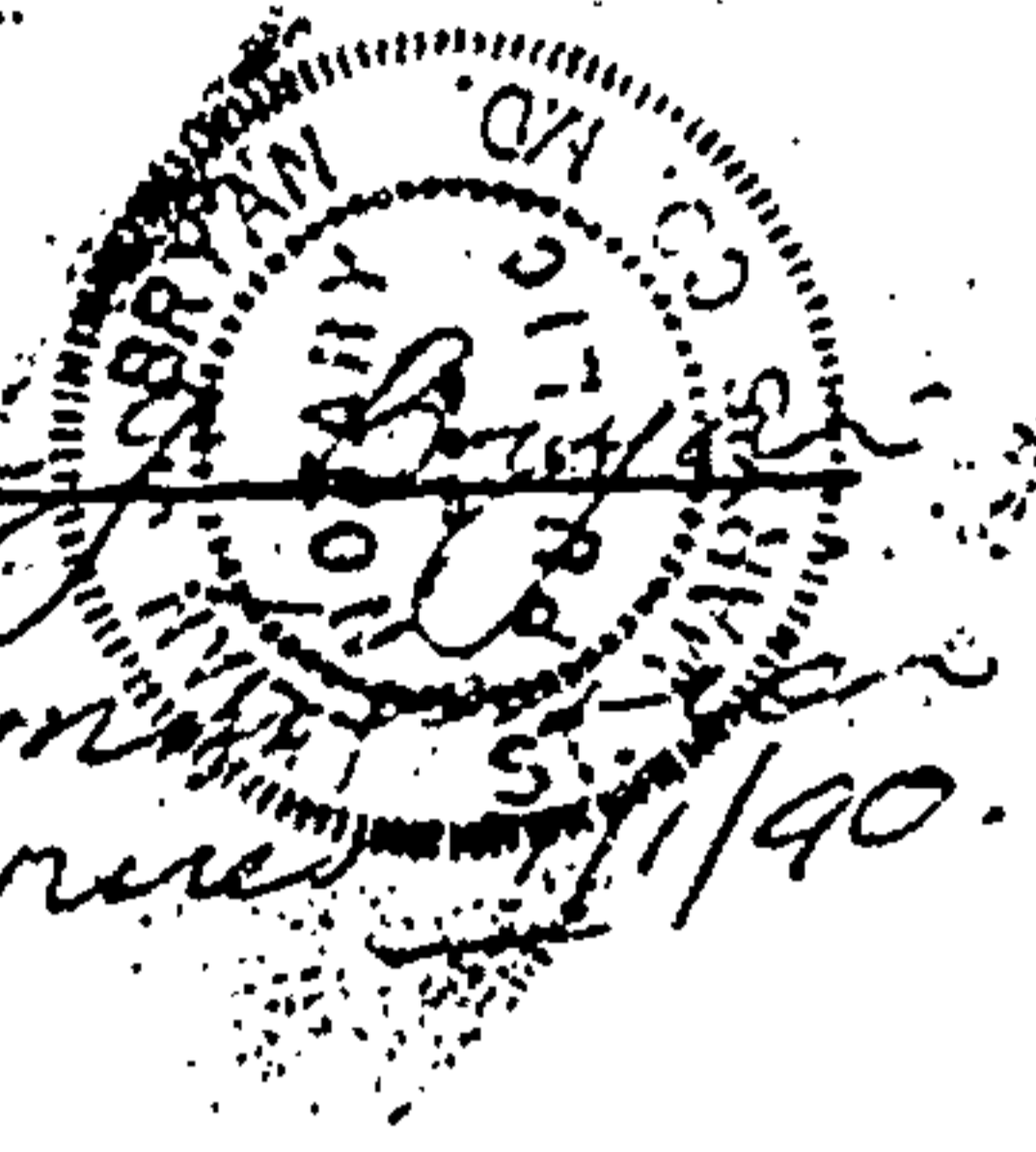


EXHIBIT A  
STATEMENT OF  
PROPOSED WATER FACILITIES  
AND PHASING

PROJECT NAME: Columbia Commons, Sect. 2 TOTAL NO. OF PHASES: 1  
DEVELOPER: Liberty Land Development Corporation

PHASE 1

PLAT REF: Columbia Commons, Sect. 2 # OF LOTS TO BE SERVED: 54  
PROJECTED CONST. START DATE: April 1, 1990  
PROJECTED CONST. COMPLETION DATE: October 1, 1990  
FACILITIES TO BE CONSTRUCTED\*: Water distribution system and service lines to serve 54 townhouse units. On site water mains and service lines are to be owned and operated by the development. Water mains on Columbus Drive and the (2) 8"eters are to be owned and operated by this Commission.  
COMMISSION PARTICIPATION\*\*: None

PHASE 2

PLAT REF: \_\_\_\_\_ # OF LOTS TO BE SERVED: \_\_\_\_\_  
PROJECTED CONST. START DATE: \_\_\_\_\_  
PROJECTED CONST. COMPLETION DATE: \_\_\_\_\_  
FACILITIES TO BE CONSTRUCTED\*: \_\_\_\_\_  
COMMISSION PARTICIPATION\*\*: \_\_\_\_\_

PHASE 3

PLAT REF: \_\_\_\_\_ # OF LOTS TO BE SERVED: \_\_\_\_\_  
PROJECTED CONST. START DATE: \_\_\_\_\_  
PROJECTED CONST. COMPLETION DATE: \_\_\_\_\_  
FACILITIES TO BE CONSTRUCTED\*: \_\_\_\_\_  
COMMISSION PARTICIPATION\*\*: \_\_\_\_\_

(INDICATE ADDITIONAL PHASES ON SEPARATE SHEETS AS NECESSARY.)

\* The facilities listed also include FOR WATER PUMPING STATIONS: wells, pumps, controls, generators, chlorinators, compressors, meters, valves, interior and exterior piping and appurtenances, together with all sites on which they are situate and 20' access to the same; FOR WATER STORAGE TANKS: Elevated storage tanks, standpipes, ground storage tanks, hydroneumatic tanks and surge tanks as required by the Commission, together with all sites on which they are situate and 20' access to the same; FOR DISTRIBUTION SYSTEMS: mains, fire hydrants, valves and valve boxes, fittings, blow offs, water house connections, water house service lines, curb stops, curb stop boxes, water meter settings and appurtenances, together with 20' permanent easements over the same for maintenance and modifications of and connection to these facilities; along with any and all other facilities or appurtenances which in any way could be construed as part of the water system.

\*\* In the event the Commission is to participate in the cost of construction, payment of the Commission's share will be made in increments consistent with the work in place.

Commission: *AR*  
(initials)

Developer: *AR*  
(initials)

EXHIBIT B

STATEMENT OF  
PROPOSED SEWERAGE FACILITIES  
AND PHASING

PROJECT NAME: Columbia Commons, Sect. 2 TOTAL NO. OF PHASES: 1  
DEVELOPER: Liberty Land Development Corporation

PHASE 1

PLAT REF: Columbia Commons, Sect. 2 # OF LOTS TO BE SERVED: 54  
PROJECTED CONST. START DATE: April 1, 1990  
PROJECTED CONST. COMPLETION DATE: October 1, 1990  
FACILITIES TO BE CONSTRUCTED\*: Sewerage collection system and service lines to serve 54 townhouse units to be owned and operated by the development.  
COMMISSION PARTICIPATION\*\*: None

PHASE 2

PLAT REF: \_\_\_\_\_ # OF LOTS TO BE SERVED: \_\_\_\_\_  
PROJECTED CONST. START DATE: \_\_\_\_\_  
PROJECTED CONST. COMPLETION DATE: \_\_\_\_\_  
FACILITIES TO BE CONSTRUCTED\*: \_\_\_\_\_

COMMISSION PARTICIPATION\*\*: \_\_\_\_\_

PHASE 3

PLAT REF: \_\_\_\_\_ # OF LOTS TO BE SERVED: \_\_\_\_\_  
PROJECTED CONST. START DATE: \_\_\_\_\_  
PROJECTED CONST. COMPLETION DATE: \_\_\_\_\_  
FACILITIES TO BE CONSTRUCTED\*: \_\_\_\_\_

COMMISSION PARTICIPATION\*\*: \_\_\_\_\_

(INDICATE ADDITIONAL PHASES ON SEPARATE SHEETS AS NECESSARY.)

\* The facilities also include for WASTEWATER PUMPING STATIONS: pumps, wet wells, generators, compressors, meters, valves, interior and exterior piping and appurtenances, together with all sites on which they are situated and 20' access to the same. FOR WASTEWATER TREATMENT PLANTS: Storage lagoons, physical plants influent and effluent lines, lift stations, generators, together with all sites on which they are situated and 20' access to the same; FOR COLLECTION SYSTEMS: collector and lateral sewers, interceptor sewers, force mains, sewer house service lines, air release valves, house connections, together with 20' permanent easements over the same for maintenance and modification of connection to these facilities; along with any and all other facilities or appurtenances which in any way could be construed as part of the sewerage system.

\*\* In the event the Commission is to participate in the cost of construction, payment of the Commission's share will be made in increments consistent with the work in place.

Commission: *[Signature]*  
(Initials)  
Developer: *[Signature]*  
(Initials)

PUBLIC WORKS AGREEMENT

THIS AGREEMENT by and between the ST. MARY'S COUNTY METROPOLITAN COMMISSION, hereinafter the "Commission" and Ken Cross Construction, Inc.

----- 8/4/1987/02/908 PW AGR \$0.00  
Hereinafter the "Developer".

WHEREAS, the Commission is responsible for all water and sewerage projects and in the tenth

----- 8/4/1987/02/908 MECON \$8.00  
Sanitary District, and,

WHEREAS, the Developer is developing certain real property within the said Sanitary District known and described as Indian River Estates, Section VI

and,

WHEREAS, the Developer, whether by requirement of the County or by choice desires to construct central water facilities, hereinafter the "facilities", to serve the aforementioned property, and,

WHEREAS, the Developer seeks the approval of the Commission for the construction of such facilities, and,

WHEREAS, the Concept Plan for the aforementioned development has been submitted to and approved by the Board of County Commissioners of St. Mary's County or their duly appointed agent.

NOW THEREFORE, in consideration of the premises and of the mutual covenants and agreements herein, it is agreed by the parties as follows:

FIRST: The Developer shall design the facilities in accordance with the St. Mary's County Standard Specifications for Water and Sewerage Construction, the Comprehensive Water and Sewerage Plan for St. Mary's County and any other rules, regulations, directives or special instructions issued by the Commission or the State and Federal Governments.

SECOND: The Developer shall submit a statement to be included as Exhibit A and/or B of this document, setting forth a proposed phasing for the construction of the facilities and a proposed schedule of completion for said phase or phases, said statement to be subject to the approval of the

Commission. The Developer shall also submit an itemized engineer's estimate of the total cost to complete the facilities for each phase of the development as it occurs, such estimates also being subject to the approval of the Commission.

THIRD: On or before the signing of this Agreement by the parties, the Developer shall furnish a bond or bonds, the form and the surety or sureties thereof to be as approved by the Commission. Said bond shall be payable to the Commission, its successors and assigns in a sum equal to the aforesaid engineering estimate for the cost of constructing the facilities, plus ten percent for contingencies, or the amount of the contract prices, whichever is higher, conditioned that the Developer shall well and truly perform and fulfill the covenants, conditions, stipulations and terms of this Agreement, such bond or bonds to be and remain in force until such time as the warrantee period on the completed facilities expires; it being understood that bonding may be accomplished incrementally in accordance with the phases and schedule established under paragraph SECOND above; it being further understood that alternatives to bonding, such as irrevocable letters of credit or irrevocable commitments of funds may be approved by the Commission.

FOURTH: The Developer shall pay to the Commission the following fees:

Review Fee \$810.00 based upon \$45.00 per residential lot, and \$ N/A per commercial lot payable upon execution of this agreement.

Inspection Fee \$1,447.68 based upon 3% of construction estimate payable upon execution of this Agreement.

Said amount shall be placed in an account by the Commission and shall be drawn upon from time to time to reimburse the Commission for the direct and indirect cost of said inspection service, and if said cost is less than the inspection fee initially collected, the remaining balance shall be returned to the developer or, if the final total inspection cost is more than the inspection fee initially collected, the

developer shall pay to the Commission the difference. The Commission may, at its option, elect to have the responsibility for construction inspection and assurance that all work is performed in accordance with the approved plans and specifications remain with the developer and, accordingly, no fee will be charged. In this latter case, upon the project's completion, the developer shall provide to the Commission a Project Completed Certification, Attachment (C), signed by a professional engineer registered in the State of Maryland.

Connection Charges \$ 900.00 based upon \$ 50.00 per connection payable upon execution of this Agreement.

Debt Service Charge \$ N/A per month based upon N/A front feet at \$ N/A front foot/year payment beginning at the time capacity allocation made or service available, whichever occurs first.

Service Charge \$ 181.80 per month based upon \$ 10.00 per month per EDU beginning when service is utilized. This Service Charge reflects the currently approved rate and is subject to change.

Water Supply Fee \$ 200.00 per EDU for developments without supply (wells) that utilize the public water system payable at the time a connection permit is issued or when the original developer sells the lot(s) whichever occurs first.

Water Storage Fee \$ 300.00 per EDU. For developments without storage facilities that utilize the public water system payable at the time a connection permit is issued or when the original developer sells the lot(s), whichever occurs first.

FIFTH: The Developer shall construct all of the facilities set forth in Exhibit A and/or B of this document, according to the schedule and in the phase or phases of construction indicated therein, and that in the case of multi-phased projects, no phase beyond the first shall be commenced, until the facilities constructed under all previous



phases have been approved and accepted by the Commission.

SIXTH: The Developer shall construct the facilities in accordance with final plans and specifications, and any amendments thereto, submitted to and approved by the Commission. Further, no work in connection with the construction of the facilities shall be commenced prior to the time the Commission has approved said final plans and specifications and the Developer has applied for and secured from the Commission a permit authorizing such construction. Within sixty days after the construction of any phase is completed, a complete set of "As-Built" drawings shall be submitted to the Commission.

SEVENTH: The Developer shall make available the property being improved to any duly authorized representative of the Commission at all reasonable times for the purpose of inspecting the construction of the facilities.

EIGHTH: Upon completion and acceptance by the Commission of the facilities as set forth in paragraph SECOND above, the Developer when requested so to do by the Commission, agrees to convey all of the facilities with the appropriate sites, easements, and rights-of-way to the Commission for the nominal sum of One Dollar (\$1.00) and to provide all documentation and assurances of title as are requested by the Commission in connection with said proposed conveyances.

NINTH: No premises within the project to be connected to the facilities shall be occupied or used for any purpose whether or not sold by the Developer to others, unless and until such time as the facilities have been completed in accordance with the aforesaid plans, specifications and schedule and have been inspected, approved and accepted by the Commission and the Developer so notified in writing by the Commission.

TENTH: In the event of a dispute between the parties as to the subject matter of this Agreement, the dispute can be submitted to arbitration if the parties hereto mutually agree, or in a court of competent jurisdiction within the State of Maryland and St. Mary's County.

ELEVENTH: This Agreement shall be binding on and insure

to the benefit of the heirs, successors, personal representatives and assigns of the parties hereto.

TWELFTH: The Developer shall warrantee all mechanical, electrical and control facilities for a period of twelve months and all earthwork for a period of eighteen months after they have been conveyed to the Commission. Failure of any of the facilities to perform properly or meet the conditions of paragraph FIRST shall be corrected as soon as possible after notification by the Commission. Failure of facilities to perform due to neglect or misuse by the Commission will void appropriate portion of the warrantees. The warrantees shall cover the cost of labor, equipment, and materials needed to correct any problems with said facilities.

WITNESS the hands and seals of the parties hereto, this day of

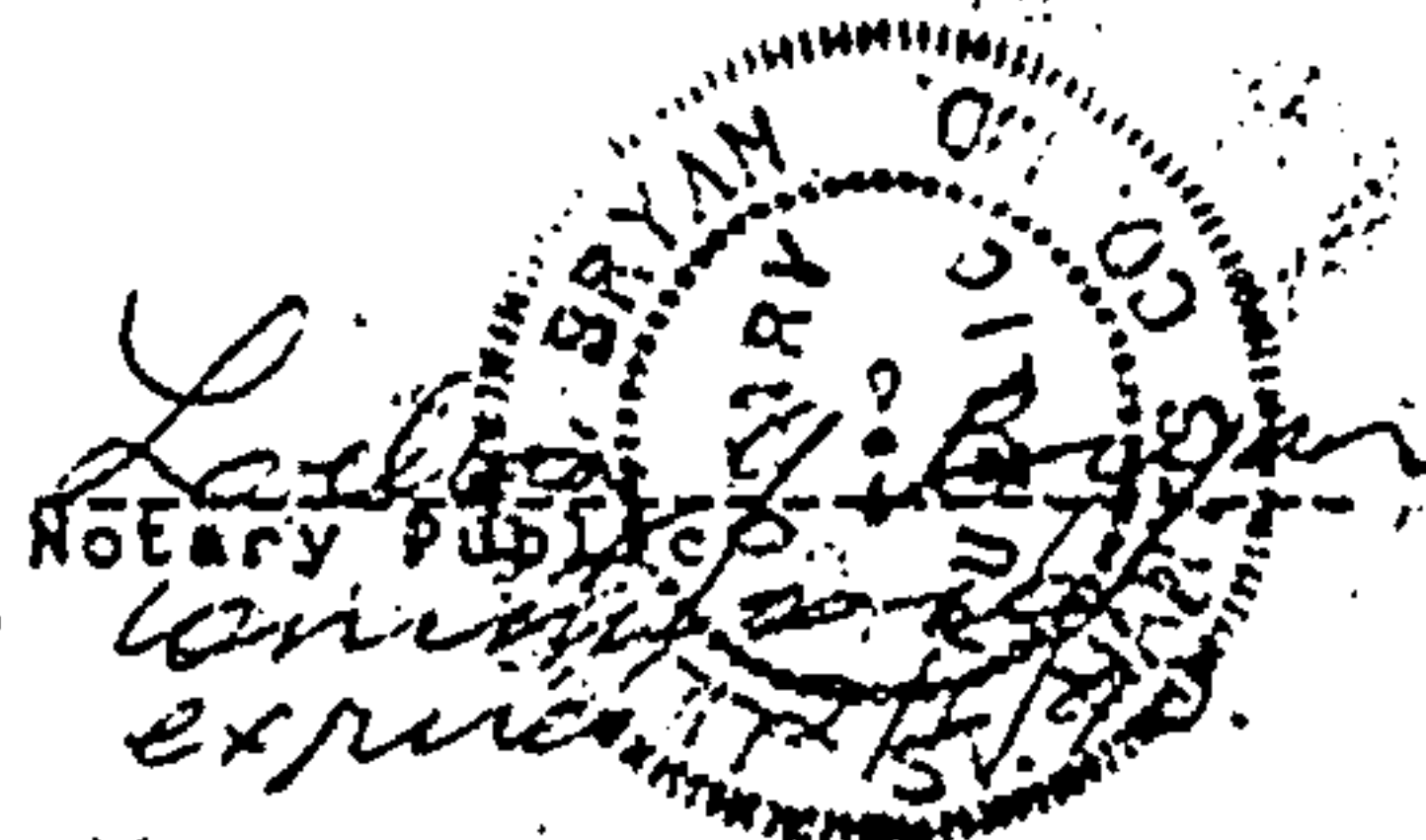
ATTEST: *[Signature]* ST. MARY'S COUNTY METROPOLITAN COMMISSION  
Secretary By *[Signature]* Chairman

ATTEST: *[Signature]* DEVELOPERS/PROPERTY OWNERS  
By *[Signature]*  
By *[Signature]*  
By *[Signature]* MORTGAGOR

STATE OF MARYLAND, COUNTY OF ST. MARY'S, to wit:

I HEREBY CERTIFY that on this 14th day of June, 1990 before me, a Notary Public in and for the County of St. Mary's aforesaid, personally appeared Lewis C. Raley Chairman of the St. Mary's County Metropolitan Commission, and on behalf of said Commission did acknowledge the foregoing instrument to be the act and deed of the St. Mary's County Metropolitan Commission.

WITNESS my hand and Notarial Seal.



STATE OF *Maryland* My *commission expires*  
COUNTY OF *Charles* to wit:

I HEREBY CERTIFY that on this 27th day of March, 1990

LIBER 545 PAGE 046

LIBER 005 PAGE 171

before me, the subscriber, a Notary Public in the county  
aforesaid, personally appeared  
and that he/they acknowledged the foregoing Public  
Agreement to be his/their act.

WITNESS my hand and Notarial Seal.



EXHIBIT A  
STATEMENT OF  
PROPOSED WATER FACILITIES  
AND PHASING

PROJECT NAME: Indian River Estates, Sec. 6 TOTAL NO. OF PHASES: 1  
DEVELOPER: Ken Cross Construction, Inc.

PHASE 1

PLAT REF: Indian River Est., Section IV # OF LOTS TO BE SERVED: 18  
PROJECTED CONST. START DATE: April 1, 1990  
PROJECTED CONST. COMPLETION DATE: April 1, 1990  
FACILITIES TO BE CONSTRUCTED\*: Water distribution system and service lines to serve 18 single family lots.

COMMISSION PARTICIPATION\*\* None

PHASE II

PLAT REF: N/A # OF LOTS TO BE SERVED: N/A  
PROJECTED CONST. START DATE: N/A  
PROJECTED CONST. COMPLETION DATE: N/A  
FACILITIES TO BE CONSTRUCTED\*: N/A

COMMISSION PARTICIPATION\*\* N/A

PHASE III

PLAT REF: N/A # OF LOTS TO BE SERVED: N/A  
PROJECTED CONST. START DATE: N/A  
PROJECTED CONST. COMPLETION DATE: N/A  
FACILITIES TO BE CONSTRUCTED: N/A

COMMISSION PARTICIPATION\*\* N/A

(INDICATE ADDITIONAL PHASES ON SEPERATE SHEETS AS NECESSARY)

\* The facilities listed also include FOR WATER PUMPING STATIONS: wells, pumps, controls, generators, chlorinators, compressors, meters, valves, interior and exterior piping and appurtenances, together with all sites on which they are situate and 20' access to the same; FOR WATER STORAGE TANKS: Elevated storage tanks, standpipes, ground storage tanks, hydropneumatic tanks and surge tanks as required by the Commission, together with all sites on which they are situate and 20' access to the same; FOR DISTRIBUTION SYSTEMS: mains, fire hydrants, valves and valve boxes, fittings, blow offs, water house connections, water house service lines, curb

stops, curb stop boxes, water meter settings and appurtenances, together with 20. permanent easements over the same for maintenance and modification of and connection to these facilities; along with any and all other facilities or appurtenances which in any way could be construed as part of the water system.

as in the event the Commission is to participate in the cost of construction, payment of the Commission's share will be made in increments consistent with the work in place.

Commission: *[Signature]*  
Official

Developer: *[Signature]*  
Official

*Del Metro Comm.*

JUL 2 - 1990

MARY R. BELL, CLERK

**PUBLIC WORKS AGREEMENT**

**THIS AGREEMENT** by and between the ST. MARY'S COUNTY METROPOLITAN COMMISSION, hereinafter the "Commission" and Heritage Manor Homes hereinafter the "Developer".

8:51AM09/07/908 PW AGR \$0.00

**WHEREAS**, the Commission is responsible for all water and sewerage projects and in the eighth Sanitary District, and,

**WHEREAS**, the Developer is developing certain real property within the said Sanitary District known and described as Picketts Harbor at Cedar Cove and,

**WHEREAS**, the Developer, whether by requirement of the County or by choice desires to construct central water and sewerage facilities, hereinafter the "facilities", to serve the aforementioned property, and,

**WHEREAS**, the Developer seeks the approval of the Commission for the construction of such facilities, and,

8:51AM09/07/908 MECOM \$0.00

**WHEREAS**, the Concept Plan for the aforementioned development has been submitted to and approved by the Board of County Commissioners of St. Mary's County or their duly appointed agent.

**NOW THEREFORE**, in consideration of the premises and of the mutual covenants and agreements herein, it is agreed by the parties as follows:

**FIRST:** The Developer shall design the facilities in accordance with the St. Mary's County Standard Specifications for Water and Sewerage Construction, the Comprehensive Water and Sewerage Plans for the St. Mary's County and any other rules, regulations, directives or special instructions issued by the Commission or the State and Federal Governments.

**SECOND:** The Developer shall submit a statement to be included as Exhibit A and/or B of this document, setting forth a proposed phasing for the construction of the facilities and a proposed schedule of completion for said phase or phases, said statement to be subject to the approval of the Commission. The Developer shall also submit an itemized engineer's estimate of the total cost to complete the facilities for each phase of the development as it occurs, such estimates also being subject to the approval of the Commission.

**THIRD:** On or before the signing of this Agreement by the parties, the Developer shall furnish a bond or bonds, the form and the surety or sureties thereof to be as approved by the Commission. Said bond shall be payable to the Commission, its successors and assigns in a sum equal to the aforesaid

engineering estimate for the cost of constructing the facilities, plus ten percent for contingencies, or the amount of the contract prices, whichever is higher, conditioned that the Developer shall well and truly perform and fulfill the covenants, conditions, stipulations and terms of this Agreement, such bond or bonds to be and remain in force until such time as the warranty period on the completed facilities expires; it being understood that bonding may be accomplished incrementally in accordance with the phases and schedule established under paragraph SECOND above; it being further understood that alternatives to bonding, such as irrevocable letters of credit or irrevocable commitments of funds may be approved by the Commission.

**FOURTH:** The Developer shall pay to the Commission the following fees:

Review Fee: \$ 3,225.00 based upon \$ 75.00 per residential lot payable upon execution of this Agreement.

Inspection Fee: \$ 4,475.21 based upon 3% of construction estimate payable upon execution of this Agreement. Said amount shall be placed in an account by the Commission and shall be drawn upon from time to time to reimburse the Commission for the direct and indirect cost of said inspection service, and if said cost is less than the inspection fee initially collected, the remaining balance shall be returned to the developer or, if the final total inspection cost is more than the inspection fee initially collected, the developer shall pay to the Commission the difference. The Commission may, at its option, elect to have the responsibility for construction inspection and assurance that all work is performed in accordance with the approved plans and specifications remain with the developer and, accordingly, no fee will be charged. In this latter case, upon the project's completion, the developer shall provide to the Commission a Project Completed Certification, Attachment (C), signed by a professional engineer registered in the State of Maryland.

Connection Charges: \$ 2,580.00 based upon \$ 60.00 per connection payable upon execution of this Agreement.

Debt Service Charge: \$ 376.25 per month based upon 2150 front feet at \$ .40 (w) & \$ 1.70 (s) front foot per year payment beginning at the time capacity allocation made or service available, whichever occurs first.

Service Charge: \$ 769.27 per month based upon \$ 8.25 (w) & \$ 9.64 (s) per month per EDU beginning when service is utilized. This Service Charge reflects the currently approved rate and is subject to change.

Water Supply Fee: \$ N/A per EDU for developments without supply (wells) that utilize the public water system payable at the time a connection permit is issued or when the original developer sells the lot(s), whichever occurs first.

Water Storage Fee: \$ N/A per EDU. For developments without storage facilities that utilize the public water system payable at the time a connection permit is issued or when the original developer sells the lot(s), whichever occurs first.

**FIFTH:** The Developer shall construct all of the facilities set forth in Exhibit A and/or B of this document, according to the schedule and in the phase or phases of construction indicated therein, and that in the case of multi-phased projects, no phase beyond the first shall be commenced, until the facilities constructed under all previous phases have been approved and accepted by the Commission.

**SIXTH:** The Developer shall construct the facilities in accordance with final plans and specification, and any amendments thereto, submitted to and approved by the Commission. Further, no work in connection with the construction of the facilities shall be commenced prior to the time the Commission has approved said final plans and specification and the developer has applied for and secured from the Commission as permit authorizing such construction. Within sixty days after the construction of any phase is completed, a completed set of "As-Built" drawings shall be submitted to the Commission.

**SEVENTH:** The Developer shall make available the property being improved to any duly authorized representative of the Commission at all reasonable times for the purpose of inspecting the construction of the facilities.

**EIGHTH:** Upon completion and acceptance by the Commission of the facilities as set forth in paragraph SECOND above, the Developer when requested so to do by the Commission, agrees to convey all of the facilities with the appropriate sites, easement, and rights-of-way to the Commission for the nominal sum of One Dollar (\$1.00) and to provide all documentation and assurances of title as are requested by the Commission in connection with said proposed conveyances.

**NINTH:** No premises within the project to be connected to the facilities shall be occupied or used for any purpose whether or not sold by the Developer to others, unless and until such time as the facilities have been completed in accordance with the aforesaid plans, specification and schedule and have been inspected, approved and accepted by the Commission and the Developer so notified in writing by the Commission.



**TENTH:** In the event of a dispute between the parties as to the subject matter of this Agreement, the dispute can be submitted to arbitration if the parties hereto mutually agree, or in a court of competent jurisdiction within the State of Maryland and St. Mary's County.

**ELEVENTH:** This Agreement shall be binding on and insure to the benefit of the heirs, successors, personal representatives and assigns of the parties hereto.

**TWELFTH:** The Developer shall warrantee all mechanical, electrical and control facilities for a period of twelve months and all earthwork for a period of eighteen months after they have been conveyed to the Commission. Failure of any of the facilities to perform properly or meet the conditions of paragraph FIRST shall be corrected as soon as possible after notification by the Commission. Failure of facilities to perform due to neglect or misuse by the Commission will void appropriate portion of the warranties. The warranties shall cover the cost of labor, equipment, and materials needed to correct any problems with said facilities.

WITNESS the hands and seals of the parties hereto, this day of

ATTEST:

*Alvin Stokes*  
Secretary

ST. MARY'S COUNTY METROPOLITAN COMMISSION

By *L. J. Raley*  
Chairman

ATTEST:

*[Signature]*

DEVELOPER / PROPERTY OWNERS

By *[Signature]*

By \_\_\_\_\_

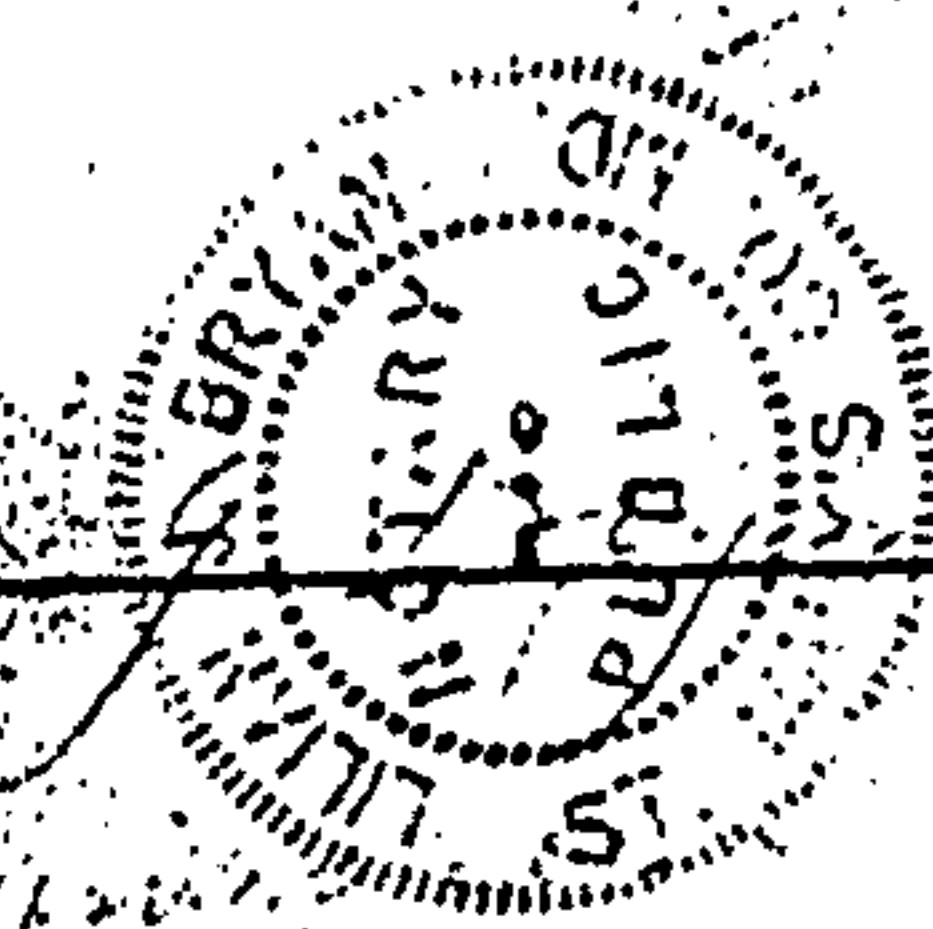
By *P. Mullison*,  
Mortgagor

STATE OF MARYLAND, COUNTY OF ST. MARY'S, to wit:

I HEREBY CERTIFY that on this 3rd day of August, 1977 before me, a Notary Public in and for the County of St. Mary's aforesaid, personally appeared Louis J. Raley, Chairman of the St. Mary's County Metropolitan Commission, and on behalf of said Commission did acknowledge the foregoing instrument to be the act and deed of the St. Mary's County Metropolitan Commission.

WITNESS my hand and Notarial Seal.

*[Signature]*  
Notary Public



*[Signature]*  
2/1/77

STATE OF MARYLAND, COUNTY OF ST. MARY'S, to wit:

I HEREBY CERTIFY that on this \_\_\_\_\_ day of \_\_\_\_\_  
19 \_\_\_\_\_ before me, the subscriber, a Notary Public in the county aforesaid, personally  
appeared *[Signature]* and that he/they acknowledged  
the foregoing Public Works Agreement to be his/their act.

WITNESS my hand and Notarial Seal.

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

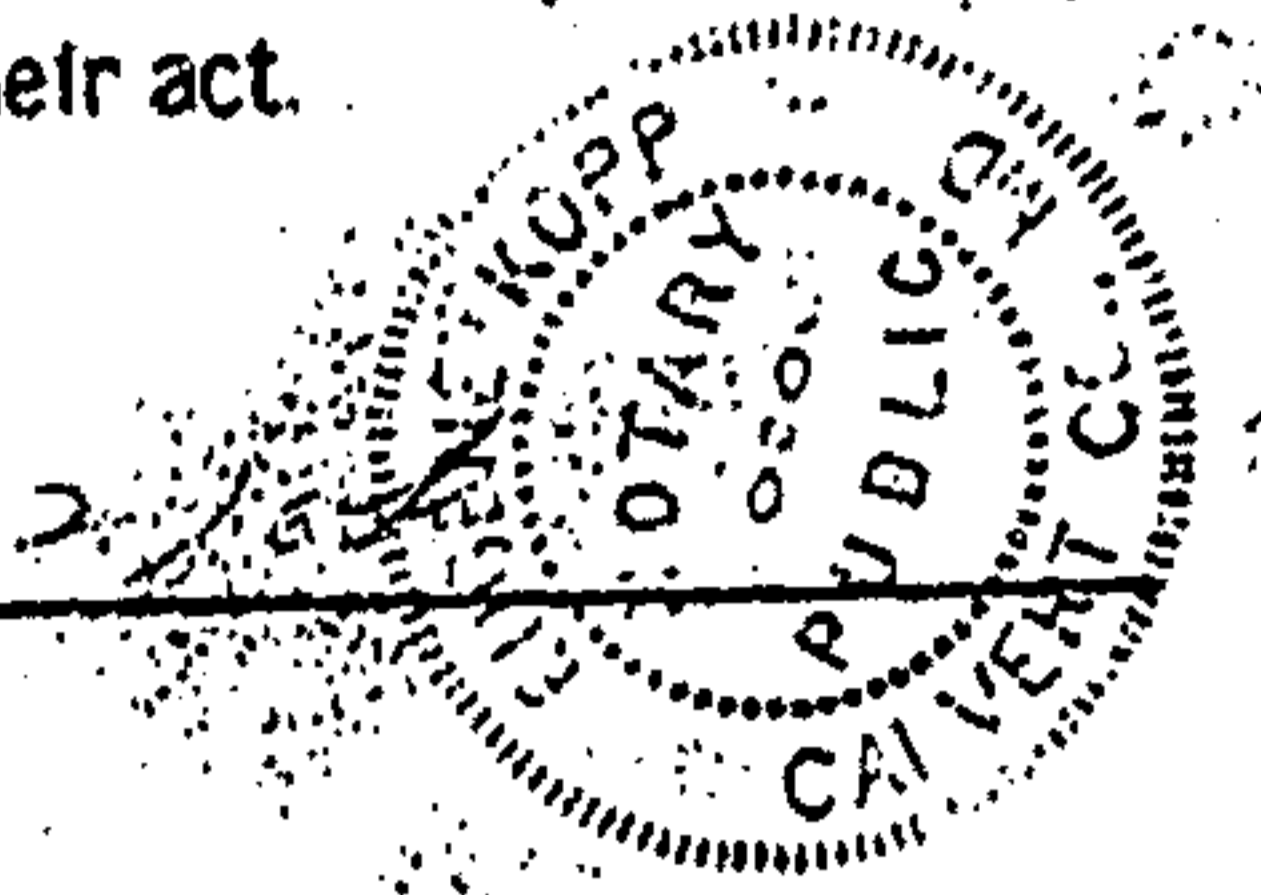


EXHIBIT A

STATEMENT OF PROPOSED WATER FACILITIES AND PHASING

PROJECT NAME: Pickett's Harbor at Cedar Cove TOTAL NO OF PHASES: One  
DEVELOPER: Heritage Manor Homes

PHASE 1

PLAT REF: Cedar Cove PUD Pickett's Harbor # OF LOTS TO BE SERVED: 43  
PROJECTED CONST. START DATE: August 1, 1990  
PROJECTED CONST. COMPLETION DATE: February 1, 1991  
FACILITIES TO BE CONSTRUCTED\*: Water distribution system and service lines to serve 43 townhomes. is to be owned and operated by this Commission. This development is subject to the signed Public Works Agreement  
COMMISSION PARTICIPATION\*\*: None

PHASE 2

PLAT REF: \_\_\_\_\_ # OF LOTS TO BE SERVED: \_\_\_\_\_  
PROJECTED CONST. START DATE: \_\_\_\_\_  
PROJECTED CONST. COMPLETION DATE: \_\_\_\_\_  
FACILITIES TO BE CONSTRUCTED\*: \_\_\_\_\_  
COMMISSION PARTICIPATION\*\*: \_\_\_\_\_

PHASE 3

PLAT REF: \_\_\_\_\_ # OF LOTS TO BE SERVED: \_\_\_\_\_  
PROJECTED CONST. START DATE: \_\_\_\_\_  
PROJECTED CONST. COMPLETION DATE: \_\_\_\_\_  
FACILITIES TO BE CONSTRUCTED\*: \_\_\_\_\_  
COMMISSION PARTICIPATION\*\*: \_\_\_\_\_

(INDICATE ADDITIONAL PHASES ON SEPARATE SHEETS AS NECESSARY.)

\* The facilities listed also include FOR WATER PUMPING STATIONS: wells, pumps, controls, generators, chlorinators, compressors, meters, valves, interior and exterior piping and appurtenances, together with all sites on which they are situate and 20' access to the same; FOR WATER STORAGE TANKS: Elevated storage tanks, standpipes, ground storage tanks, hydroneumatic tanks and surge tanks as required by the Commission, together with all sites on which they are situate and 20' access to the same; FOR DISTRIBUTION SYSTEMS: mains, fire hydrants, valves and valve boxes, fittings, blow offs, water house connections, water house service lines, curb stops, curb stop boxes, water meter settings and appurtenances, together with 20' permanent easements over the same for maintenance and modifications of and connection to these facilities; along with any and all other facilities or appurtenances which in any way could be construed as part of the water system

\*\* In the event the Commission is to participate in the cost of construction, payment of the Commission's share will be made in increments consistent with the work in place.

Commission:   LJC  

(Initials)

Developer:   L.N.  

(Initials)

EXHIBIT B

STATEMENT OF  
PROPOSED SEWERAGE FACILITIES  
AND PHASING

PROJECT NAME: Pickett's Harbor at Cedar Cove TOTAL NO. OF PHASES: One  
DEVELOPER: Heritage Manor Homes

PHASE 1

PLAT REF: Cedar Cove PUD Pickett's Harbor \* OF LOTS TO BE SERVED: 43  
PROJECTED CONST. START DATE: August 1, 1990  
PROJECTED CONST. COMPLETION DATE: February 1, 1991  
FACILITIES TO BE CONSTRUCTED\*: Wastewater pumping station, wastewater  
collection system and service lines to serve 43 townhomes  
COMMISSION PARTICIPATION\*\*: \_\_\_\_\_

PHASE 2

PLAT REF: \_\_\_\_\_ \* OF LOTS TO BE SERVED: \_\_\_\_\_  
PROJECTED CONST. START DATE: \_\_\_\_\_  
PROJECTED CONST. COMPLETION DATE: \_\_\_\_\_  
FACILITIES TO BE CONSTRUCTED\*: \_\_\_\_\_  
COMMISSION PARTICIPATION\*\*: \_\_\_\_\_

PHASE 3

PLAT REF: \_\_\_\_\_ \* OF LOTS TO BE SERVED: \_\_\_\_\_  
PROJECTED CONST. START DATE: \_\_\_\_\_  
PROJECTED CONST. COMPLETION DATE: \_\_\_\_\_  
FACILITIES TO BE CONSTRUCTED\*: \_\_\_\_\_  
COMMISSION PARTICIPATION\*\*: \_\_\_\_\_

(INDICATE ADDITIONAL PHASES ON SEPARATE SHEETS AS NECESSARY.)

\* The facilities also include for WASTEWATER PUMPING STATIONS: pumps, wet wells, generators, compressors, meters, valves, interior and exterior piping and appurtenances, together with all sites on which they are situated and 20' access to the same. FOR WASTEWATER TREATMENT PLANTS: Storage lagoons, physical plants influent and effluent lines, lift stations, generators, together with all sites on which they are situated and 20' access to the same; FOR COLLECTION SYSTEMS: collector and lateral sewers, interceptor sewers, force mains, sewer house service lines, air release valves, house connections, together with 20' permanent easements over the same for maintenance and modification or connection to these facilities; along with any and all other facilities or appurtenances which in any way could be construed as part of the sewerage system.

\*\* In the event the Commission is to participate in the cost of construction, payment of the Commission's share will be made in increments consistent with the work in place.

Commission: ~~\_\_\_\_\_~~ *L.M.*  
(Initials)  
Developer: *L.M.*  
(Initials)

*D.W. P. Amey III*

SEP 7 - 1990

MARY R. BELL, CLERK

## PUBLIC WORKS AGREEMENT

**THIS AGREEMENT** by and between the ST. MARY'S COUNTY METROPOLITAN COMMISSION, hereinafter the "Commission" and Ann Lumpkins hereinafter the "Developer"

8:51AM09/07/90B PW AGR \$0.00

**WHEREAS**, the Commission is responsible for all water and sewerage projects and in the Fifth Sanitary District, and,

**WHEREAS**, the Developer is developing certain real property within the said Sanitary District known and described as Sheehan Subdivision and,

**WHEREAS**, the Developer, whether by requirement of the County or by choice desires to construct central Sewerage facilities, hereinafter the "facilities", to serve the aforementioned property, and,

**WHEREAS**, the Developer seeks the approval of the Commission for the construction of such facilities, and,

8:51AM09/07/90B MECDM \$0.00

**WHEREAS**, the Concept Plan for the aforementioned development has been submitted to and approved by the Board of County Commissioners of St. Mary's County or their duly appointed agent.

**NOW THEREFORE**, in consideration of the premises and of the mutual covenants and agreements herein, it is agreed by the parties as follows:

**FIRST:** The Developer shall design the facilities in accordance with the St. Mary's County Standard Specifications for Water and Sewerage Construction, the Comprehensive Water and Sewerage Plans for the St. Mary's County and any other rules, regulations, directives or special instructions issued by the Commission or the State and Federal Governments.

**SECOND:** The Developer shall submit a statement to be included as Exhibit A and/or B of this document, setting forth a proposed phasing for the construction of the facilities and a proposed schedule of completion for said phase or phases, said statement to be subject to the approval of the Commission. The Developer shall also submit an itemized engineer's estimate of the total cost to complete the facilities for each phase of the development as it occurs, such estimates also being subject to the approval of the Commission.

**THIRD:** On or before the signing of this Agreement by the parties, the Developer shall furnish a bond or bonds, the form and the surety or sureties thereof to be as approved by the Commission. Said bond shall be payable to the Commission, its successors and assigns in a sum equal to the aforesaid

engineering estimate for the cost of constructing the facilities, plus ten percent for contingencies, or the amount of the contract prices, whichever is higher, conditioned that the Developer shall well and truly perform and fulfill the covenants, conditions, stipulations and terms of this Agreement, such bond or bonds to be and remain in force until such time as the warrantee period on the completed facilities expires; it being understood that bonding may be accomplished incrementally in accordance with the phases and schedule established under paragraph SECOND above; it being further understood that alternatives to bonding, such as irrevocable letters of credit or irrevocable commitments of funds may be approved by the Commission.

**FOURTH:** The Developer shall pay to the Commission the following fees:

Review Fee: \$ 300.00 based upon \$ 30.00 per residential lot payable upon execution of this Agreement.

Inspection Fee: \$ 3,960.00 based upon 3% of construction estimate payable upon execution of this Agreement. Said amount shall be placed in an account by the Commission and shall be drawn upon from time to time to reimburse the Commission for the direct and indirect cost of said inspection service, and if said cost is less than the inspection fee initially collected, the remaining balance shall be returned to the developer or, if the final total inspection cost is more than the inspection fee initially collected, the developer shall pay to the Commission the difference. The Commission may, at its option, elect to have the responsibility for construction inspection and assurance that all work is performed in accordance with the approved plans and specifications remain with the developer and, accordingly, no fee will be charged. In this latter case, upon the project's completion, the developer shall provide to the Commission a Project Completed Certification, Attachment (C), signed by a professional engineer registered in the State of Maryland.

Connection Charges: \$ N/A based upon \$ N/A per connection payable upon execution of this Agreement.

Debt Serve Charge: \$ 147.50 per month based upon \$ 14.75 per month per EDU, payment beginning at the time capacity allocation made or service available, whichever occurs first.

Service Charge: \$ 160.00 per month based upon \$ 16.00 per month per EDU beginning when service is utilized. This Service Charge reflects the currently approved rate and is subject to change.



Water Supply Fee: \$ N/A per EDU for developments without supply (wells) that utilize the public water system payable at the time a connection permit is issued or when the original developer sells the lot(s), whichever occurs first.

Water Storage Fee: \$ N/A per EDU. For developments without storage facilities that utilize the public water system payable at the time a connection permit is issued or when the original developer sells the lot(s), whichever occurs first.

**FIFTH:** The Developer shall construct all of the facilities set forth in Exhibit A and/or B of this document, according to the schedule and in the phase or phases of construction indicated therein, and that in the case of multi-phased projects, no phase beyond the first shall be commenced, until the facilities constructed under all previous phases have been approved and accepted by the Commission.

**SIXTH:** The Developer shall construct the facilities in accordance with final plans and specification, and any amendments thereto, submitted to and approved by the Commission. Further, no work in connection with the construction of the facilities shall be commenced prior to the time the Commission has approved said final plans and specification and the developer has applied for and secured from the Commission as permit authorizing such construction. Within sixty days after the construction of any phase is completed, a completed set of "As-Built" drawings shall be submitted to the Commission.

**SEVENTH:** The Developer shall make available the property being improved to any duly authorized representative of the Commission at all reasonable times for the purpose of inspecting the construction of the facilities.

**EIGHTH:** Upon completion and acceptance by the Commission of the facilities as set forth in paragraph SECOND above, the Developer when requested so to do by the Commission, agrees to convey all of the facilities with the appropriate sites, easement, and rights-of-way to the Commission for the nominal sum of One Dollar (\$1.00) and to provide all documentation and assurances of title as are requested by the Commission in connection with said proposed conveyances.

**NINTH:** No premises within the project to be connected to the facilities shall be occupied or used for any purpose whether or not sold by the Developer to others, unless and until such time as the facilities have been completed in accordance with the aforesaid plans, specification and schedule and have been inspected, approved and accepted by the Commission and the Developer so notified in writing by the Commission.

**TENTH:** In the event of a dispute between the parties as to the subject matter of this Agreement, the dispute can be submitted to arbitration if the parties hereto mutually agree, or in a court of competent jurisdiction within the State of Maryland and St. Mary's County

**ELEVENTH:** This Agreement shall be binding on and insure to the benefit of the heirs, successors, personal representatives and assigns of the parties hereto.

**TWELFTH:** The Developer shall warrantee all mechanical, electrical and control facilities for a period of twelve months and all earthwork for a period of eighteen months after they have been conveyed to the Commission. Failure of any of the facilities to perform properly or meet the conditions of paragraph FIRST shall be corrected as soon as possible after notification by the Commission. Failure of facilities to perform due to neglect or misuse by the Commission will void appropriate portion of the warranties. The warranties shall cover the cost of labor, equipment, and materials needed to correct any problems with said facilities.

WITNESS the hands and seals of the parties hereto, this day of

ATTEST:

[Signature]  
Secretary

ST. MARY'S COUNTY METROPOLITAN COMMISSION

By [Signature]  
Chairman

ATTEST:

[Signature]

DEVELOPER / PROPERTY OWNERS

By [Signature]

By [Signature]  
MARYLAND BANK & TRUST COMPANY

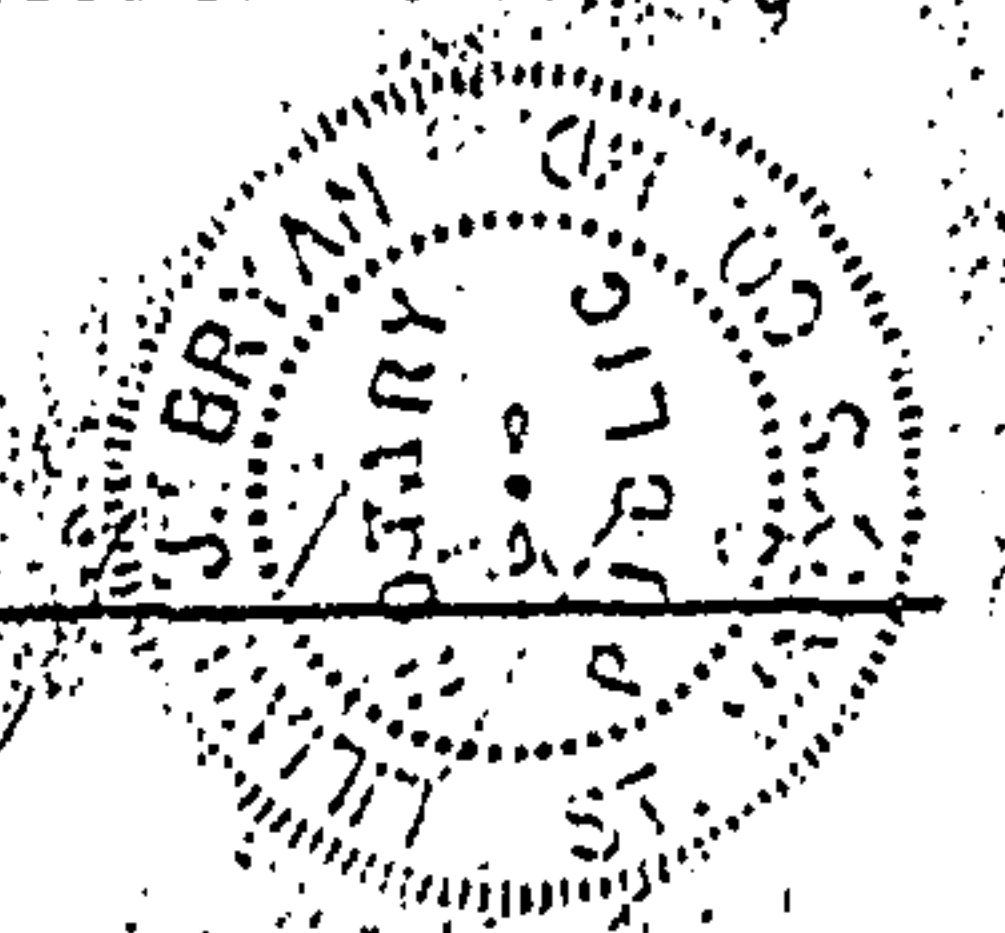
By [Signature]  
Mortgagor Mark W. Miller, Vice President

STATE OF MARYLAND, COUNTY OF ST. MARY'S, to wit:

I HEREBY CERTIFY that on this 20 day of August, 1970 before me, a Notary Public in and for the County of St. Mary's aforesaid, personally appeared [Signature] Chairman of the St. Mary's County Metropolitan Commission, and on behalf of said Commission did acknowledge the foregoing instrument to be the act and deed of the St. Mary's County Metropolitan Commission.

WITNESS my hand and Notarial Seal.

[Signature]  
Notary Public



[Handwritten notes]

STATE OF MARYLAND, COUNTY OF ST. MARY'S, to wit:

I HEREBY CERTIFY that on this 20<sup>th</sup> day of July 1990  
1990 before me, the subscriber, a Notary Public in the county aforesaid, personally  
appeared and that he/they acknowledged  
the foregoing Public Works Agreement to be his/their act.

WITNESS my hand and Notarial Seal

*Phillip A. Smith*  
\_\_\_\_\_  
Notary Public

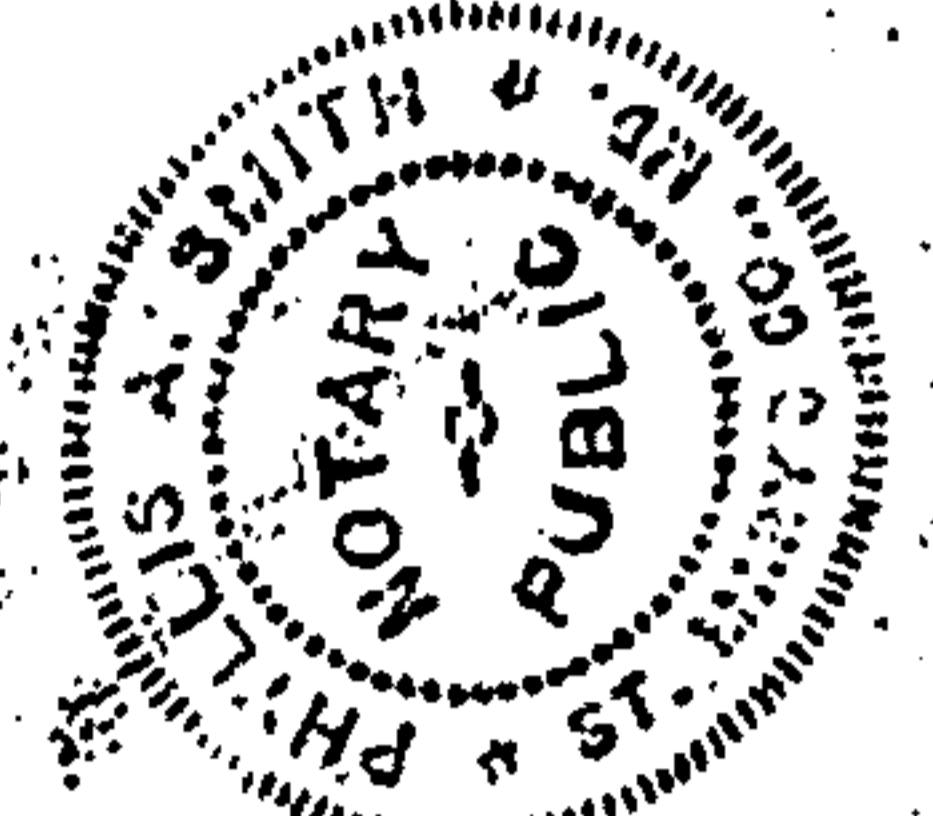


EXHIBIT B

STATEMENT OF  
PROPOSED SEWERAGE FACILITIES  
AND PHASING

PROJECT NAME: Sheehan Subdivision TOTAL NO. OF PHASES: 1  
DEVELOPER: Ann Lumpkins

PHASE 1

PLAT REF: Sheehan S/D Lots 9-18 \* OF LOTS TO BE SERVED: 10  
PROJECTED CONST. START DATE: 7/01/90  
PROJECTED CONST. COMPLETION DATE: 1/01/91  
FACILITIES TO BE CONSTRUCTED\*: Sewerage Collection system and service lines to serve 10 Lots, sewerage pumping station and force main is to be owned by this Commission  
COMMISSION PARTICIPATION\*\*: \$ 5,000.00

PHASE 2

PLAT REF: \_\_\_\_\_ \* OF LOTS TO BE SERVED: \_\_\_\_\_  
PROJECTED CONST. START DATE: \_\_\_\_\_  
PROJECTED CONST. COMPLETION DATE: \_\_\_\_\_  
FACILITIES TO BE CONSTRUCTED\*: \_\_\_\_\_  
COMMISSION PARTICIPATION\*\*: \_\_\_\_\_

PHASE 3

PLAT REF: \_\_\_\_\_ \* OF LOTS TO BE SERVED: \_\_\_\_\_  
PROJECTED CONST. START DATE: \_\_\_\_\_  
PROJECTED CONST. COMPLETION DATE: \_\_\_\_\_  
FACILITIES TO BE CONSTRUCTED\*: \_\_\_\_\_  
COMMISSION PARTICIPATION\*\*: \_\_\_\_\_

(INDICATE ADDITIONAL PHASES ON SEPARATE SHEETS AS NECESSARY.)

\* The facilities also include for WASTEWATER PUMPING STATIONS: pumps, wet wells, generators, compressors, meters, valves, interior and exterior piping and appurtenances, together with all sites on which they are situated and 20' access to the same. FOR WASTEWATER TREATMENT PLANTS: Storage lagoons, physical plants influent and effluent lines, lift stations, generators, together with all sites on which they are situated and 20' access to the same; FOR COLLECTION SYSTEMS: collector and lateral sewers, interceptor sewers, force mains, sewer house service lines, air release valves, house connections, together with 20' permanent easements over the same for maintenance and modification of connection to these facilities; along with any and all other facilities or appurtenances which in any way could be construed as part of the sewerage system.

\*\*\*It is agreed that the potential capacity of the pump station and force main is for 50 EDU's, and that a surplus of 40 EDU's will exist.

It is agreed that the Developer will be reimbursed for the remaining EDU's as follows:

A. You will, at the time of allocation and connection to the station, be reimbursed \$ 2,172.50 for each EDU.

B. Total reimbursement for the remaining EDU's will be not more than \$ 89,900.00.

\*\*\* In the event the Commission is to participate in the cost of construction, payment of the Commission's share will be made in increments consistent with the work in place.

Commission: \_\_\_\_\_

(Initials)

Developer: \_\_\_\_\_

(Initials)

*D.W. P. Dorsey II*

SEP 7 - 1990

MARY R. BELL, CLERK

PUBLIC WORKS AGREEMENT

THIS AGREEMENT by and between the ST. MARY'S COUNTY METROPOLITAN COMMISSION, hereinafter the "Commission" and Summitt Hill, Inc.

8:51AM09/07/90B FW RGR \$0.00

hereinafter the "Developer".

WHEREAS, the Commission is responsible for all water and sewerage projects and in the 10th Sanitary District, and,

WHEREAS, the Developer is developing certain real property within the said Sanitary District known and described as Summitt Hill, Section 1

8:51AM09/07/90B MECOM \$0.00

and,

WHEREAS, the Developer, whether by requirement of the County or by choice desires to construct central water facilities, hereinafter the "facilities", to serve the aforementioned property, and,

WHEREAS, the Developer seeks the approval of the Commission for the construction of such facilities, and,

WHEREAS, the Concept Plan for the aforementioned development has been submitted to and approved by the Board of County Commissioners of St. Mary's County or their duly appointed agent.

NOW THEREFORE, in consideration of the premises and of the mutual covenants and agreements herein, it is agreed by the parties as follows:

FIRST: The Developer shall design the facilities in accordance with the St. Mary's County Standard Specifications for Water and Sewerage Construction, the Comprehensive Water and Sewerage Plan for St. Mary's County and any other rules, regulations, directives or special instructions issued by the Commission or the State and Federal Governments.

SECOND: The Developer shall submit a statement to be included as Exhibit A and/or B of this document, setting forth a proposed phasing for the construction of the facilities and a proposed schedule of completion for said phase or phases, said statement to be subject to the approval of the

Commission. The Developer shall also submit an itemized engineer's estimate of the total cost to complete the facilities for each phase of the development as it occurs, such estimates also being subject to the approval of the Commission.

THIRD: On or before the signing of this Agreement by the parties, the Developer shall furnish a bond or bonds, the form and the surety or sureties thereof to be as approved by the Commission. Said bond shall be payable to the Commission, its successors and assigns in a sum equal to the aforesaid engineering estimate for the cost of constructing the facilities, plus ten percent for contingencies, or the amount of the contract prices, whichever is higher, conditioned that the Developer shall well and truly perform and fulfill the covenants, conditions, stipulations and terms of this Agreement, such bond or bonds to be and remain in force until such time as the warrantee period on the completed facilities expires; it being understood that bonding may be accomplished incrementally in accordance with the phases and schedule established under paragraph SECOND above; it being further understood that alternatives to bonding, such as irrevocable letters of credit or irrevocable commitments of funds may be approved by the Commission.

FOURTH: The Developer shall pay to the Commission the following fees:

Review Fee \$ 1,260.00 based upon \$ 45.00 per residential lot, and \$ N/A per commercial lot payable upon execution of this agreement.

Inspection Fee \$ 5,885.75 based upon 3% of construction estimate payable upon execution of this Agreement. Said amount shall be placed in an account by the Commission and shall be drawn upon from time to time to reimburse the Commission for the direct and indirect cost of said inspection service, and if said cost is less than the inspection fee initially collected, the remaining balance shall be returned to the developer or, if the final total inspection cost is more than the inspection fee initially collected, the

developer shall pay to the Commission the difference. The Commission may, at its option, elect to have the responsibility for construction inspection and assurance that all work is performed in accordance with the approved plans and specifications remain with the developer and, accordingly, no fee will be charged. In this latter case, upon the project's completion, the developer shall provide to the Commission a Project Completed Certification, Attachment (C), signed by a professional engineer registered in the State of Maryland.

Connection Charges \$1,680.00 based upon \$60.00 per ~~connection~~<sup>meter</sup> payable upon execution of this Agreement.

Debt Service Charge \$ N/A per month based upon N/A front feet at \$ N/A front foot/year payment beginning at the time capacity allocation made or service available, whichever occurs first.

Service Charge \$ 282.80 per month based upon \$10.10 per month per EDU beginning when service is utilized. This Service Charge reflects the currently approved rate and is subject to change.

Water Supply Fee \$ N/A per EDU for developments without supply (wells) that utilize the public water system payable at the time a connection permit is issued or when the original developer sells the lot(s) whichever occurs first.

Water Storage Fee \$ N/A per EDU. For developments without storage facilities that utilize the public water system payable at the time a connection permit is issued or when the original developer sells the lot(s), whichever occurs first.

FIFTH: The Developer shall construct all of the facilities set forth in Exhibit A and/or B of this document, according to the schedule and in the phase or phases of construction indicated therein, and that in the case of multi-phased projects, no phase beyond the first shall be commenced, until the facilities constructed under all previous



phases have been approved and accepted by the Commission.

SIXTH: The Developer shall construct the facilities in accordance with final plans and specifications, and any amendments thereto, submitted to and approved by the Commission. Further, no work in connection with the construction of the facilities shall be commenced prior to the time the Commission has approved said final plans and specifications and the Developer has applied for and secured from the Commission a permit authorizing such construction. Within sixty days after the construction of any phase is completed, a complete set of "As-Built" drawings shall be submitted to the Commission.

SEVENTH: The Developer shall make available the property being improved to any duly authorized representative of the Commission at all reasonable times for the purpose of inspecting the construction of the facilities.

EIGHTH: Upon completion and acceptance by the Commission of the facilities as set forth in paragraph SECOND, above, the Developer when requested so to do by the Commission, agrees to convey all of the facilities with the appropriate sites, easements, and rights-of-way to the Commission for the nominal sum of One Dollar (\$1.00) and to provide all documentation and assurances of title as are requested by the Commission in connection with said proposed conveyances.

NINTH: No premises within the project to be connected to the facilities shall be occupied or used for any purpose whether or not sold by the Developer to others, unless and until such time as the facilities have been completed in accordance with the aforesaid plans, specifications and schedule and have been inspected, approved and accepted by the Commission and the Developer so notified in writing by the Commission.

TENTH: In the event of a dispute between the parties as to the subject matter of this Agreement, the dispute can be submitted to arbitration if the parties hereto mutually agree, or in a court of competent jurisdiction within the State of Maryland and St. Mary's County.

ELEVENTH: This Agreement shall be binding on and insure

to the benefit of the heirs, successors, personal representatives and assigns of the parties hereto.

TWELFTH: The Developer shall warrantee all mechanical, electrical and control facilities for a period of twelve months and all earthwork for a period of eighteen months after they have been conveyed to the Commission. Failure of any of the facilities to perform properly or meet the conditions of paragraph FIRST shall be corrected as soon as possible after notification by the Commission. Failure of facilities to perform due to neglect or misuse by the Commission will void appropriate portion of the warrantees. The warrantees shall cover the cost of labor, equipment, and materials needed to correct any problems with said facilities.

WITNESS the hands and seals of the parties hereto, this day of

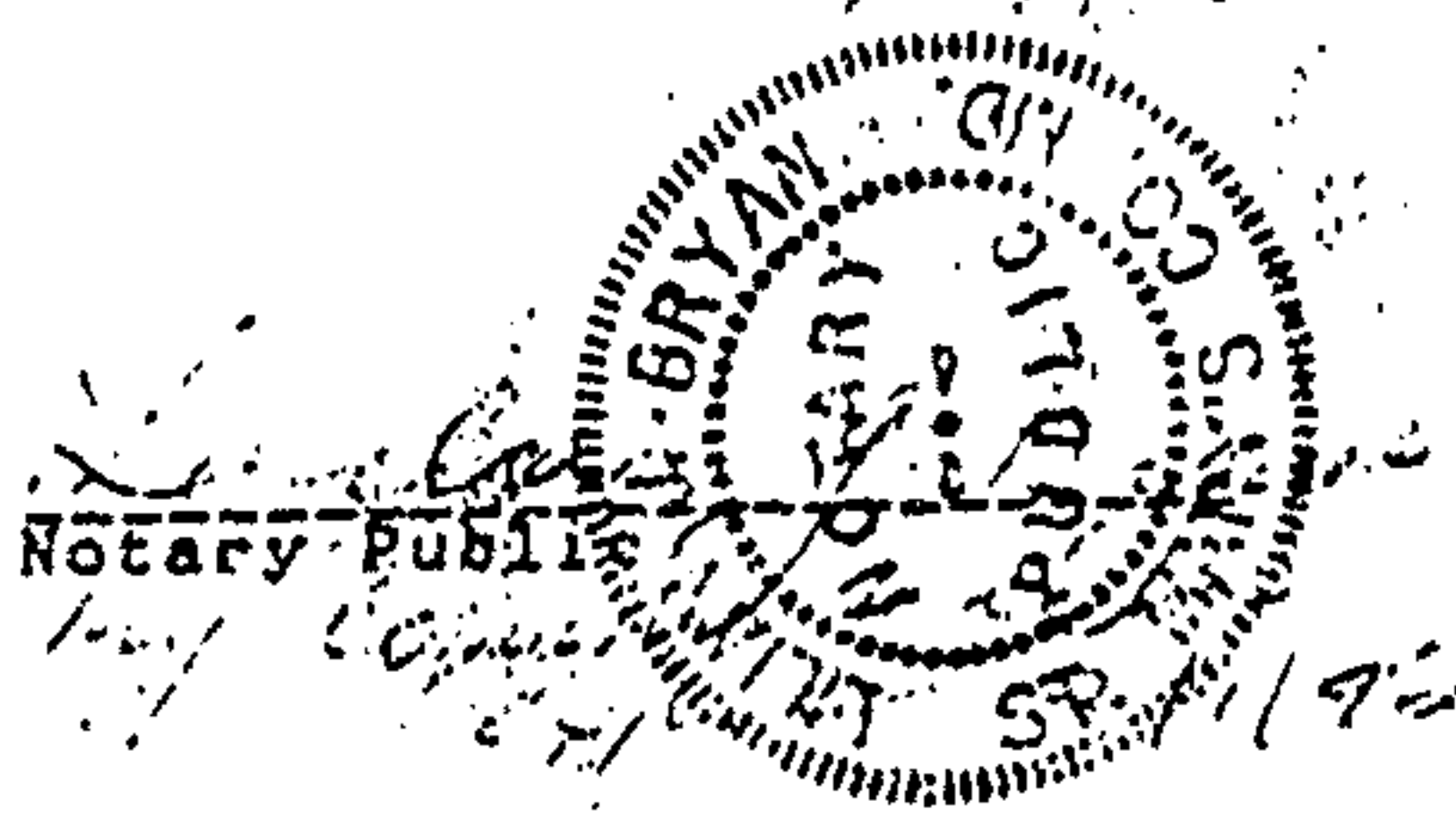
ATTEST: *[Signature]* ST. MARY'S COUNTY METROPOLITAN COMMISSION  
Secretary By *[Signature]* Chairman

ATTEST: *[Signature]* DEVELOPERS/PROPERTY OWNERS  
By *[Signature]*  
By *[Signature]*  
By \_\_\_\_\_ Mortgagee

STATE OF MARYLAND, COUNTY OF ST. MARY'S, to wit:

I HEREBY CERTIFY that on this 19th day of July, 1990 before me, a Notary Public in and for the County of St. Mary's aforesaid, personally appeared *[Signature]* Chairman of the St. Mary's County Metropolitan Commission, and on behalf of said Commission did acknowledge the foregoing instrument to be the act and deed of the St. Mary's County Metropolitan Commission.

WITNESS my hand and Notarial Seal.



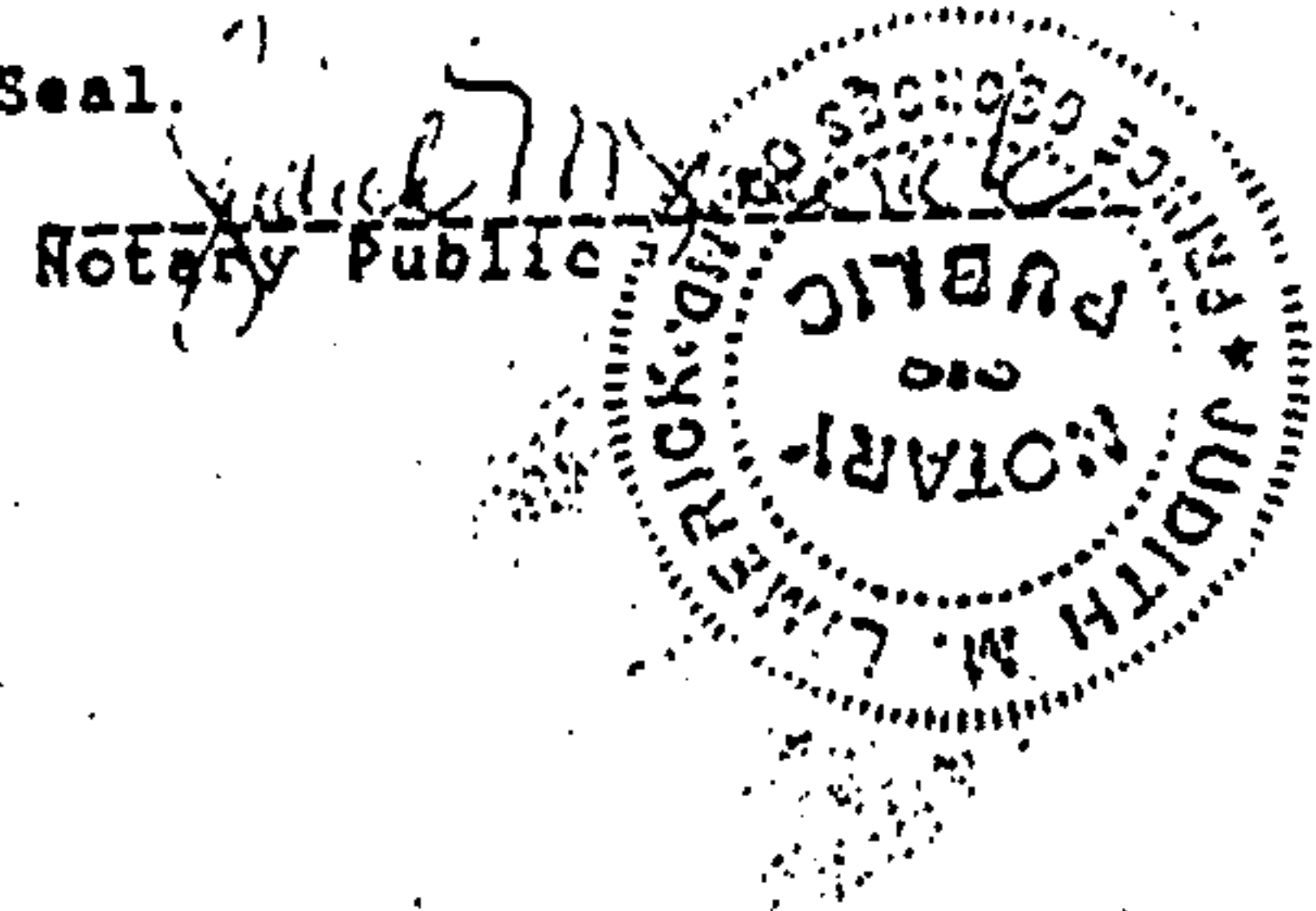
STATE OF Maryland  
COUNTY OF Prince George's, to wit:

I HEREBY CERTIFY that on this 19th day of July, 1990

before me, the subscriber, a Notary Public in the county  
aforesaid, personally appeared KENT CHADWICK, President  
and that he/they acknowledged the foregoing Public Works  
Agreement to be his/their act.

WITNESS my hand and Notarial Seal.

My Commission Expires: 1-1-94.



## EXHIBIT A

STATEMENT OF  
PROPOSED WATER FACILITIES  
AND PHASINGPROJECT NAME: Summitt Hill, Section I TOTAL NO. OF PHASES: 11DEVELOPER: Summitt Hill, Inc.

## PHASE I

PLAT REF: Summitt Hill, Section I # OF LOTS TO BE SERVED: 28PROJECTED CONST. START DATE: July 15, 1990PROJECTED CONST. COMPLETION DATE: January 15, 1990FACILITIES TO BE CONSTRUCTED\*: 100,000 gal. water storage tower w/ cathodic protecting, pressure reducing valve, & altitude valve, water distri-bution system and service lines to serve 28 single family lots, is to be owned and operated by this Commission.COMMISSION PARTICIPATION\*\* None

## PHASE II

PLAT REF: Summitt Hill, Inc. # OF LOTS TO BE SERVED: 45PROJECTED CONST. START DATE: To be determinedPROJECTED CONST. COMPLETION DATE: To be determinedFACILITIES TO BE CONSTRUCTED\*: Water distribution system & service lines to serve 45 single family lotsCOMMISSION PARTICIPATION\*\* None

## PHASE III

PLAT REF: N/A # OF LOTS TO BE SERVED: N/APROJECTED CONST. START DATE: N/APROJECTED CONST. COMPLETION DATE: N/AFACILITIES TO BE CONSTRUCTED: N/ACOMMISSION PARTICIPATION\*\* N/A

(INDICATE ADDITIONAL PHASES ON SEPERATE SHEETS AS NECESSARY)

\* The facilities listed also include FOR WATER PUMPING STATIONS: wells, pumps, controls, generators, chlorinators, compressors, meters, valves, interior and exterior piping and appurtenances, together with all sites on which they are situate and 20' access to the same; FOR WATER STORAGE TANKS: Elevated storage tanks, standpipes, ground storage tanks, hydropneumatic tanks and surge tanks as required by the Commission, together with all sites on which they are situate and 20' access to the same; FOR DISTRIBUTION SYSTEMS: mains, fire hydrants, valves and valve boxes, fittings, blow offs, water house connections, water house service lines, curb

stops, curb stop boxes, water meter settings and appurtenances, together with 20' permanent easements over the same for maintenance and modification of and connection to these facilities; along with any and all other facilities or appurtenances which in any way could be construed as part of the water system.

AA In the event the Commission is to participate in the cost of construction, payment of the Commission's share will be made in increments consistent with the work in place.

Commission: [Signature]  
(Initials)

Developer: [Signature]  
(Initials)

[Signature]

SEP 7 - 1990

MARY R. BELL, CLERK

## PUBLIC WORKS AGREEMENT

**THIS AGREEMENT** by and between the ST. MARY'S COUNTY METROPOLITAN COMMISSION, hereinafter the "Commission" and The Greens at Hilton Run II Limited Partnership hereinafter the "Developer".

2:18PM09/20/908 RECORD \$0.00

**WHEREAS**, the Commission is responsible for all water and sewerage projects and in the eighth Sanitary District, and,

**WHEREAS**, the Developer is developing certain real property within the said Sanitary District known and described as The Greens at Hilton Run, Phase II, Section I and,

2:18PM09/20/908 RECORD \$0.00

**WHEREAS**, the Developer, whether by requirement of the County or by choice desires to construct central water and sewerage facilities, hereinafter the "facilities", to serve the aforementioned property, and,

**WHEREAS**, the Developer seeks the approval of the Commission for the construction of such facilities, and,

**WHEREAS**, the Concept Plan for the aforementioned development has been submitted to and approved by the Board of County Commissioners of St. Mary's County or their duly appointed agent.

**NOW THEREFORE**, in consideration of the premises and of the mutual covenants and agreements herein, it is agreed by the parties as follows:

**FIRST:** The Developer shall design the facilities in accordance with the St. Mary's County Standard Specifications for Water and Sewerage Construction, the Comprehensive Water and Sewerage Plans for the St. Mary's County and any other rules, regulations, directives or special instructions issued by the Commission or the State and Federal Governments.

**SECOND:** The Developer shall submit a statement to be included as Exhibit A and/or B of this document, setting forth a proposed phasing for the construction of the facilities and a proposed schedule of completion for said phase or phases, said statement to be subject to the approval of the Commission. The Developer shall also submit an itemized engineer's estimate of the total cost to complete the facilities for each phase of the development as it occurs, such estimates also being subject to the approval of the Commission.

**THIRD:** On or before the signing of this Agreement by the parties, the Developer shall furnish a bond or bonds, the form and the surety or sureties thereof to be as approved by the Commission. Said bond shall be payable to the Commission, its successors and assigns in a sum equal to the aforesaid

engineering estimate for the cost of constructing the facilities, plus ten percent for contingencies, or the amount of the contract prices, whichever is higher, conditioned that the Developer shall well and truly perform and fulfill the covenants, conditions, stipulations and terms of this Agreement, such bond or bonds to be and remain in force until such time as the warrantee period on the completed facilities expires; it being understood that bonding may be accomplished incrementally in accordance with the phases and schedule established under paragraph SECOND above; it being further understood that alternatives to bonding, such as irrevocable letters of credit or irrevocable commitments of funds may be approved by the Commission.

**FOURTH:** The Developer shall pay to the Commission the following fees:

Review Fee: \$ 5,400.00 based upon \$ 75.00 per residential lot payable upon execution of this Agreement.

Inspection Fee: \$ 1,985.00 based upon 3% of construction estimate payable upon execution of this Agreement. Said amount shall be placed in an account by the Commission and shall be drawn upon from time to time to reimburse the Commission for the direct and indirect cost of said inspection service, and if said cost is less than the inspection fee initially collected, the remaining balance shall be returned to the developer or, if the final total inspection cost is more than the inspection fee initially collected, the developer shall pay to the Commission the difference. The Commission may, at its option, elect to have the responsibility for construction inspection and assurance that all work is performed in accordance with the approved plans and specifications remain with the developer and, accordingly, no fee will be charged. In this latter case, upon the project's completion, the developer shall provide to the Commission a Project Completed Certification, Attachment (C), signed by a professional engineer registered in the State of Maryland.

Connection Charges: \$ 1,915.00 based upon \$ 383.00 per connection payable upon execution of this Agreement.

Debt Serve Charge: \$ 630.00 per month based upon 3600 front feet at \$ .40(w) & \$ 1.70 (s) front foot per year payment beginning at the time capacity allocation made or service available, whichever occurs first.

Service Charge: \$ 752.33 per month based upon \$ 18.25 (w) & \$ 9.64 (s) per month per EDU beginning when service is utilized. This Service Charge reflects the currently approved rate and is subject to change.

Water Supply Fee: \$ 200.00 per EDU for developments without supply (wells) that utilize the public water system payable at the time a connection permit is issued or when the original developer sells the lot(s), whichever occurs first.

\*Water Storage Fee: \$ 300.00 per EDU. For developments without storage facilities that utilize the public water system payable at the time a connection permit is issued or when the original developer sells the lot(s), whichever occurs first.

\*Subject to change consistent with the revised St. Mary's County Standard Specifications for Water and Sewerage Construction.

**FIFTH:** The Developer shall construct all of the facilities set forth in Exhibit A and/or B of this document, according to the schedule and in the phase or phases of construction indicated therein, and that in the case of multi-phased projects, no phase beyond the first shall be commenced, until the facilities constructed under all previous phases have been approved and accepted by the Commission.

**SIXTH:** The Developer shall construct the facilities in accordance with final plans and specification, and any amendments thereto, submitted to and approved by the Commission. Further, no work in connection with the construction of the facilities shall be commenced prior to the time the Commission has approved said final plans and specification and the developer has applied for and secured from the Commission as permit authorizing such construction. Within sixty days after the construction of any phase is completed, a completed set of "As-Built" drawings shall be submitted to the Commission.

**SEVENTH:** The Developer shall make available the property being improved to any duly authorized representative of the Commission at all reasonable times for the purpose of inspecting the construction of the facilities.

**EIGHTH:** Upon completion and acceptance by the Commission of the facilities as set forth in paragraph SECOND above, the Developer when requested so to do by the Commission, agrees to convey all of the facilities with the appropriate sites, easement, and rights-of-way to the Commission for the nominal sum of One Dollar (\$1.00) and to provide all documentation and assurances of title as are requested by the Commission in connection with said proposed conveyances.

**NINTH:** No premises within the project to be connected to the facilities shall be occupied or used for any purpose whether or not sold by the Developer to others, unless and until such time as the facilities have been completed in accordance with the aforesaid plans, specification and schedule and have been inspected, approved and accepted by the Commission and the Developer so notified in writing by the Commission.



TENTH: In the event of a dispute between the parties as to the subject matter of this Agreement, the dispute can be submitted to arbitration if the parties hereto mutually agree, or in a court of competent jurisdiction within the State of Maryland and St. Mary's County.

ELEVENTH: This Agreement shall be binding on and insure to the benefit of the heirs, successors, personal representatives and assigns of the parties hereto.

TWELFTH: The Developer shall warrant all mechanical, electrical and control facilities for a period of twelve months and all earthwork for a period of eighteen months after they have been conveyed to the Commission. Failure of any of the facilities to perform properly or meet the conditions of paragraph FIRST shall be corrected as soon as possible after notification by the Commission. Failure of facilities to perform due to neglect or misuse by the Commission will void appropriate portion of the warranties. The warranties shall cover the cost of labor, equipment, and materials needed to correct any problems with said facilities.

WITNESS the hands and seals of the parties hereto, this day of

ATTEST:

[Signature]  
Secretary

ST. MARY'S COUNTY METROPOLITAN COMMISSION  
By [Signature]  
Chairman

ATTEST:

[Signature]

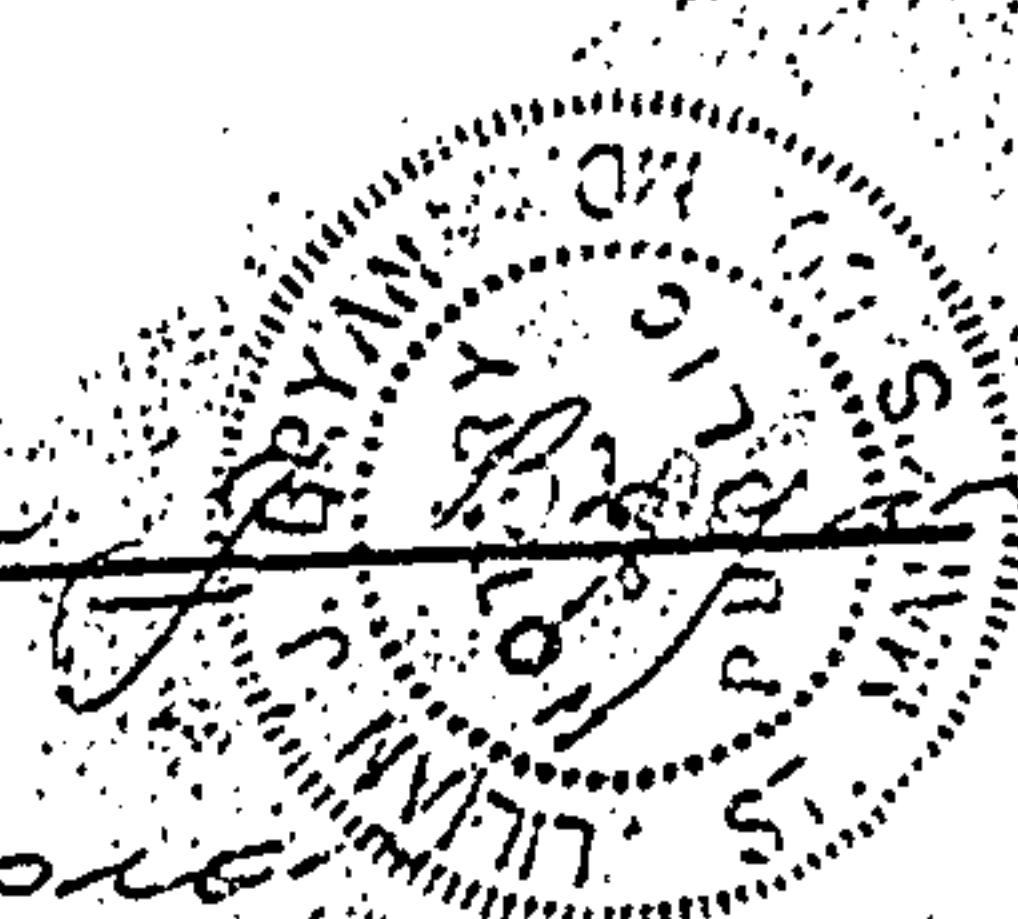
DEVELOPER / PROPERTY OWNERS  
By [Signature]  
By: The Greens at Hilton Run II, Ltd Ptnrship  
By: C/E Development, Inc., General Partner  
By: David B. Wilderman, Vice President

BY \_\_\_\_\_  
Mortgagor

STATE OF MARYLAND, COUNTY OF ST. MARY'S, to wit:  
I HEREBY CERTIFY that on this 10th day of September,  
1990, before me, a Notary Public in and for the County of St. Mary's aforesaid,  
personally appeared Lewis J. Raley Chairman of the St.  
Mary's County Metropolitan Commission, and on behalf of said Commission did  
acknowledge the foregoing instrument to be the act and deed of the St. Mary's  
County Metropolitan Commission.

WITNESS my hand and Notarial Seal.

[Signature]  
Notary Public



my commission expires 2/1/92.

ANNE ARUNDEL  
STATE OF MARYLAND, COUNTY OF ST. MARY'S, to wit:  
I HEREBY CERTIFY that on this 28th day of August  
1990 before me, the subscriber, a Notary Public in the county aforesaid, personally  
appeared David B. Wilderman and that he/they acknowledged  
the foregoing Public Works Agreement to be his/their act.

WITNESS my hand and Notarial Seal.

*B. Suec Umbreit*  
Notary Public

My Commission Expires: 8/1/92

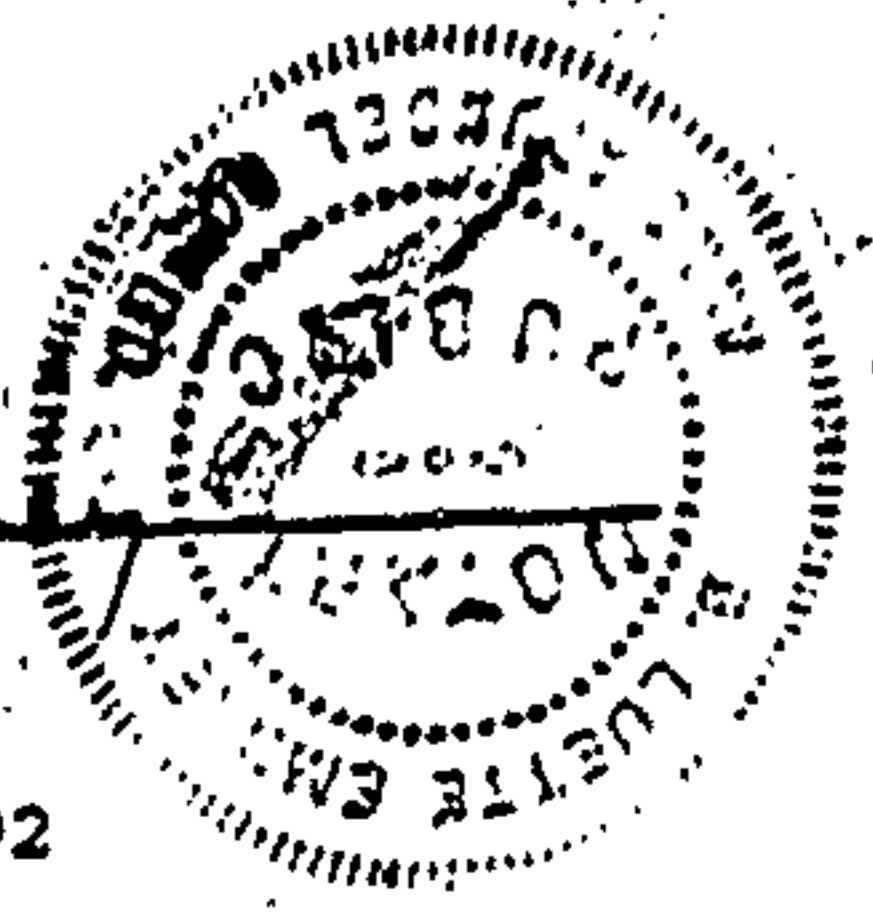


EXHIBIT A  
STATEMENT OF  
PROPOSED WATER FACILITIES  
AND PHASING

PROJECT NAME: The Greens at Hilton Run TOTAL NO. OF PHASES: 1  
DEVELOPER: The Greens at Hilton Run II Limited Partnership

PHASE 1  
PLAT REF: The Greens at Hilton Run, Phase II, Sect. 1 # OF LOTS TO BE SERVED: 72  
PROJECTED CONST. START DATE: August 31, 1990  
PROJECTED CONST. COMPLETION DATE: February 28, 1991  
FACILITIES TO BE CONSTRUCTED\*: Five outside meter vaults with 2" meters, is to be owned and operated by this Commission, 2" main lines and service lines to serve 72 apartment units is to be owned and operated by the developer.  
COMMISSION PARTICIPATION\*\*: None

PHASE 2  
PLAT REF: \_\_\_\_\_ # OF LOTS TO BE SERVED: \_\_\_\_\_  
PROJECTED CONST. START DATE: \_\_\_\_\_  
PROJECTED CONST. COMPLETION DATE: \_\_\_\_\_  
FACILITIES TO BE CONSTRUCTED\*: \_\_\_\_\_  
COMMISSION PARTICIPATION\*\*: \_\_\_\_\_

PHASE 3  
PLAT REF: \_\_\_\_\_ # OF LOTS TO BE SERVED: \_\_\_\_\_  
PROJECTED CONST. START DATE: \_\_\_\_\_  
PROJECTED CONST. COMPLETION DATE: \_\_\_\_\_  
FACILITIES TO BE CONSTRUCTED\*: \_\_\_\_\_  
COMMISSION PARTICIPATION\*\*: \_\_\_\_\_

(INDICATE ADDITIONAL PHASES ON SEPARATE SHEETS AS NECESSARY.)

\* The facilities listed also include FOR WATER PUMPING STATIONS: wells, pumps, controls, generators, chlorinators, compressors, meters, valves, interior and exterior piping and appurtenances, together with all sites on which they are situate and 20' access to the same; FOR WATER STORAGE TANKS: Elevated storage tanks, standpipes, ground storage tanks, hydroneumatic tanks and surge tanks as required by the Commission, together with all sites on which they are situate and 20' access to the same; FOR DISTRIBUTION SYSTEMS: mains, fire hydrants, valves and valve boxes, fittings, blow offs, water house connections, water house service lines, curb stops, curb stop boxes, water meter settings and appurtenances, together with 20' permanent easements over the same for maintenance and modifications of and connection to these facilities; along with any and all other facilities or appurtenances which in any way could be construed as part of the water system.

\*\* In the event the Commission is to participate in the cost of construction, payment of the Commission's share will be made in increments consistent with the work in place.

Commission: AR  
(Initials)  
Developer: JJA for CIE Dev/Inc  
(Initials)

EXHIBIT B

STATEMENT OF PROPOSED SEWERAGE FACILITIES AND PHASING

PROJECT NAME: The Greens at Hilton Run TOTAL NO. OF PHASES: 1  
DEVELOPER: The Greens at Hilton Run II Limited Partnership

PHASE 1

PLAT REF: The Greens at Hilton Run, Phase II, Sect. I \* OF LOTS TO BE SERVED: 72

PROJECTED CONST. START DATE: August 31, 1990

PROJECTED CONST. COMPLETION DATE: February 28, 1991

FACILITIES TO BE CONSTRUCTED\*: Eight manholes & 8" main lines and service lines to serve 72 apartment units. Manhole #101 is to be owned and operated by this Commission, all other manholes, main lines and service lines to be owned and operated by the developer.

COMMISSION PARTICIPATION\*\*: None

PHASE 2

PLAT REF: \_\_\_\_\_ \* OF LOTS TO BE SERVED: \_\_\_\_\_

PROJECTED CONST. START DATE: \_\_\_\_\_

PROJECTED CONST. COMPLETION DATE: \_\_\_\_\_

FACILITIES TO BE CONSTRUCTED\*: \_\_\_\_\_

COMMISSION PARTICIPATION\*\*: \_\_\_\_\_

PHASE 3

PLAT REF: \_\_\_\_\_ \* OF LOTS TO BE SERVED: \_\_\_\_\_

PROJECTED CONST. START DATE: \_\_\_\_\_

PROJECTED CONST. COMPLETION DATE: \_\_\_\_\_

FACILITIES TO BE CONSTRUCTED\*: \_\_\_\_\_

COMMISSION PARTICIPATION\*\*: \_\_\_\_\_

(INDICATE ADDITIONAL PHASES ON SEPARATE SHEETS AS NECESSARY.)

\* The facilities also include for WASTEWATER PUMPING STATIONS: pumps, wet wells, generators, compressors, meters, valves, interior and exterior piping and appurtenances, together with all sites on which they are situated and 20' access to the same. FOR WASTEWATER TREATMENT PLANTS: Storage lagoons, physical plants influent and effluent lines, lift stations, generators, together with all sites on which they are situated and 20' access to the same; FOR COLLECTION SYSTEMS: collector and lateral sewers, interceptor sewers, force mains, sewer house service lines, air release valves, house connections, together with 20' permanent easements over the same for maintenance and modification of connection to these facilities; along with any and all other facilities or appurtenances which in any way could be construed as part of the sewerage system.

\*\* In the event the Commission is to participate in the cost of construction, payment of the Commission's share will be made in increments consistent with the work in place.

Commission:

SR

Developer:

DBW for C/E Dev. Inc.  
(Initials)

CONSENT

Continental Bank N.A., a national banking association ("Mortgagee"), executes this Agreement for the sole purpose of consenting to the execution and delivery of this Agreement by The Greens at Hilton Run II Limited Partnership, a Maryland limited partnership ("Developer").

MORTGAGEE:

Continental Bank N.A., a national banking association

By: Louise B. Gates  
Its Vice President

STATE OF ILLINOIS )  
COUNTY OF COOK )

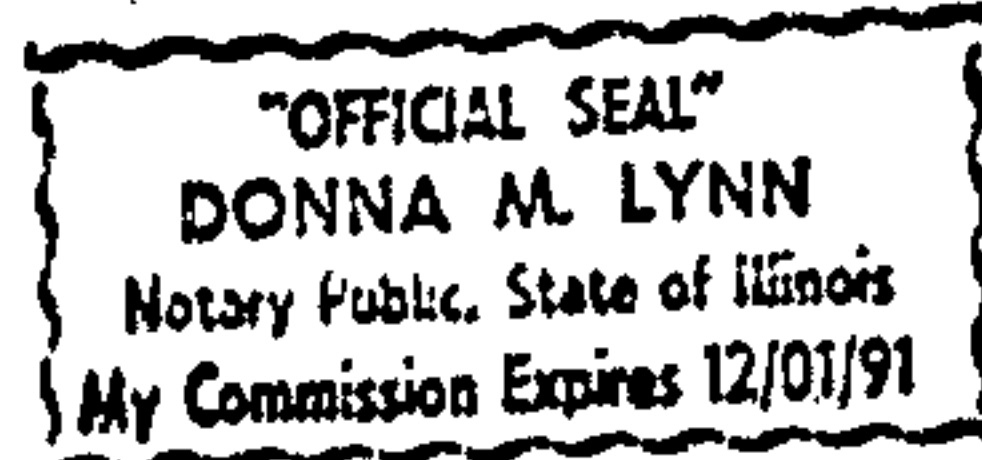
TO WIT:

I HEREBY CERTIFY that on this 7th day of September, 1990 before me, a Notary Public in and for the County of Cook aforesaid, personally appeared Louise B. Gates, Vice President of Continental Bank N.A., a national banking association, and on behalf of said banking association did acknowledge the foregoing instrument to be that act and deed of said banking association.

WITNESS my hand and Notarial Seal.

Donna M. Lynn  
Notary Public

My Commission Expires: 12/1/91



GH02-N.01  
9/7/90

Del. P. Donsey II

SEP 20 1990

MARY R. BELL, CLERK

**PUBLIC WORKS AGREEMENT**

**THIS AGREEMENT** by and between the ST. MARY'S COUNTY METROPOLITAN COMMISSION, hereinafter the "Commission" and The Greens at Hilton Run II Limited Partnership hereinafter the "Developer".

2:18PM09/20/908 RECORD \$0.00

**WHEREAS**, the Commission is responsible for all water and sewerage projects and in the eighth Sanitary District, and,

**WHEREAS**, the Developer is developing certain real property within the said Sanitary District known and described as The Greens at Hilton Run, Phase II, Section II and,

2:18PM09/20/908 RECORD \$0.00

**WHEREAS**, the Developer, whether by requirement of the County or by choice desires to construct central water and sewerage facilities, hereinafter the "facilities", to serve the aforementioned property, and,

**WHEREAS**, the Developer seeks the approval of the Commission for the construction of such facilities, and,

**WHEREAS**, the Concept Plan for the aforementioned development has been submitted to and approved by the Board of County Commissioners of St. Mary's County or their duly appointed agent.

**NOW THEREFORE**, in consideration of the premises and of the mutual covenants and agreements herein, it is agreed by the parties as follows:

**FIRST:** The Developer shall design the facilities in accordance with the St. Mary's County Standard Specifications for Water and Sewerage Construction, the Comprehensive Water and Sewerage Plans for the St. Mary's County and any other rules, regulations, directives or special instructions issued by the Commission or the State and Federal Governments.

**SECOND:** The Developer shall submit a statement to be included as Exhibit A and/or B of this document, setting forth a proposed phasing for the construction of the facilities and a proposed schedule of completion for said phase or phases, said statement to be subject to the approval of the Commission. The Developer shall also submit an itemized engineer's estimate of the total cost to complete the facilities for each phase of the development as it occurs, such estimates also being subject to the approval of the Commission.

**THIRD:** On or before the signing of this Agreement by the parties, the Developer shall furnish a bond or bonds, the form and the surety or sureties thereof to be as approved by the Commission. Said bond shall be payable to the Commission, its successors and assigns in a sum equal to the aforesaid



engineering estimate for the cost of constructing the facilities, plus ten percent for contingencies, or the amount of the contract prices, whichever is higher, conditioned that the Developer shall well and truly perform and fulfill the covenants, conditions, stipulations and terms of this Agreement, such bond or bonds to be and remain in force until such time as the warrantee period on the completed facilities expires; it being understood that bonding may be accomplished incrementally in accordance with the phases and schedule established under paragraph SECOND above; it being further understood that alternatives to bonding, such as irrevocable letters of credit or irrevocable commitments of funds may be approved by the Commission.

**FOURTH:** The Developer shall pay to the Commission the following fees:

Review Fee: \$ 8,400.00 based upon \$ 75.00 per residential lot payable upon execution of this Agreement. (Paid on 6/20/90)

Inspection Fee: \$ 7,257.46 based upon 3% of construction estimate payable upon execution of this Agreement. Said amount shall be placed in an account by the Commission and shall be drawn upon from time to time to reimburse the Commission for the direct and indirect cost of said inspection service, and if said cost is less than the inspection fee initially collected, the remaining balance shall be returned to the developer or, if the final total inspection cost is more than the inspection fee initially collected, the developer shall pay to the Commission the difference. The Commission may, at its option, elect to have the responsibility for construction inspection and assurance that all work is performed in accordance with the approved plans and specifications remain with the developer and, accordingly, no fee will be charged. In this latter case, upon the project's completion, the developer shall provide to the Commission a Project Completed Certification, Attachment (C), signed by a professional engineer registered in the State of Maryland.

Connection Charges: \$ 5,362.00 based upon \$ 383.00 per connection payable upon execution of this Agreement.

Debt Serve Charge: \$ 980.00 per month based upon 5600 front feet at \$ .40(w) & \$ 1.70 (s) front foot per year payment beginning at the time capacity allocation made or service available, whichever occurs first.

Service Charge: \$ 1,227.93 per month based upon \$ 18.25 (w) & \$ 9.64 (s) per month per EDU beginning when service is utilized. This Service Charge reflects the currently approved rate and is subject to change.

Water Supply Fee: \$ 200.00 per EDU for developments without supply (wells) that utilize the public water system payable at the time a connection permit is issued or when the original developer sells the lot(s), whichever occurs first.

\*Water Storage Fee: \$ 300.00 per EDU. For developments without storage facilities that utilize the public water system payable at the time a connection permit is issued or when the original developer sells the lot(s), whichever occurs first.

\*Subject to change consistent with the revised St. Mary's County Standard Specifications for Water and Sewerage Construction.

**FIFTH:** The Developer shall construct all of the facilities set forth in Exhibit A and/or B of this document, according to the schedule and in the phase or phases of construction indicated therein, and that in the case of multi-phased projects, no phase beyond the first shall be commenced, until the facilities constructed under all previous phases have been approved and accepted by the Commission.

**SIXTH:** The Developer shall construct the facilities in accordance with final plans and specification, and any amendments thereto, submitted to and approved by the Commission. Further, no work in connection with the construction of the facilities shall be commenced prior to the time the Commission has approved said final plans and specification and the developer has applied for and secured from the Commission as permit authorizing such construction. Within sixty days after the construction of any phase is completed, a completed set of "As-Built" drawings shall be submitted to the Commission.

**SEVENTH:** The Developer shall make available the property being improved to any duly authorized representative of the Commission at all reasonable times for the purpose of inspecting the construction of the facilities.

**EIGHTH:** Upon completion and acceptance by the Commission of the facilities as set forth in paragraph SECOND above, the Developer when requested so to do by the Commission, agrees to convey all of the facilities with the appropriate sites, easement, and rights-of-way to the Commission for the nominal sum of One Dollar (\$1.00) and to provide all documentation and assurances of title as are requested by the Commission in connection with said proposed conveyances.

**NINTH:** No premises within the project to be connected to the facilities shall be occupied or used for any purpose whether or not sold by the Developer to others, unless and until such time as the facilities have been completed in accordance with the aforesaid plans, specification and schedule and have been inspected, approved and accepted by the Commission and the Developer so notified in writing by the Commission.

TENTH: In the event of a dispute between the parties as to the subject matter of this Agreement, the dispute can be submitted to arbitration if the parties hereto mutually agree, or in a court of competent jurisdiction within the State of Maryland and St. Mary's County.

ELEVENTH: This Agreement shall be binding on and insure to the benefit of the heirs, successors, personal representatives and assigns of the parties hereto.

TWELFTH: The Developer shall warrantee all mechanical, electrical and control facilities for a period of twelve months and all earthwork for a period of eighteen months after they have been conveyed to the Commission. Failure of any of the facilities to perform properly or meet the conditions of paragraph FIRST shall be corrected as soon as possible after notification by the Commission. Failure of facilities to perform due to neglect or misuse by the Commission will void appropriate portion of the warranties. The warranties shall cover the cost of labor, equipment, and materials needed to correct any problems with said facilities.

WITNESS the hands and seals of the parties hereto, this day of

ATTEST:  
Amos L. King  
Secretary

ST. MARY'S COUNTY METROPOLITAN COMMISSION  
By L. H. Haley  
Chairman

ATTEST:  
B. Susan Embrey

DEVELOPER / PROPERTY OWNERS  
By David B. Wilderman  
By: The Greens at Hilton Run II, Ltd Ptnrship  
By: C/E Development, Inc., General Partner  
By: David B. Wilderman, Vice President

BY \_\_\_\_\_  
Mortgagor

STATE OF MARYLAND, COUNTY OF ST. MARY'S, to wit:  
I HEREBY CERTIFY that on this 10th day of September,  
1992 before me, a Notary Public in and for the County of St. Mary's aforesaid,  
personally appeared Lewis G. Raley, Chairman of the St.  
Mary's County Metropolitan Commission, and on behalf of said Commission did  
acknowledge the foregoing instrument to be the act and deed of the St. Mary's  
County Metropolitan Commission.

WITNESS my hand and Notarial Seal.

Lillian G. Bigan  
Notary Public

My commission expires 2/1/92.

ANNE ARUNDEL  
STATE OF MARYLAND, COUNTY OF ST. MARY'S, to wit:  
I HEREBY CERTIFY that on this 28th day of August  
1990 before me, the subscriber, a Notary Public in the county aforesaid, personally  
appeared David B. Wilderman and that he/they acknowledged  
the foregoing Public Works Agreement to be his/their act.

WITNESS my hand and Notarial Seal.

*B. Susan Gandy*  
Notary Public

My Commission Expires: 8/1/92

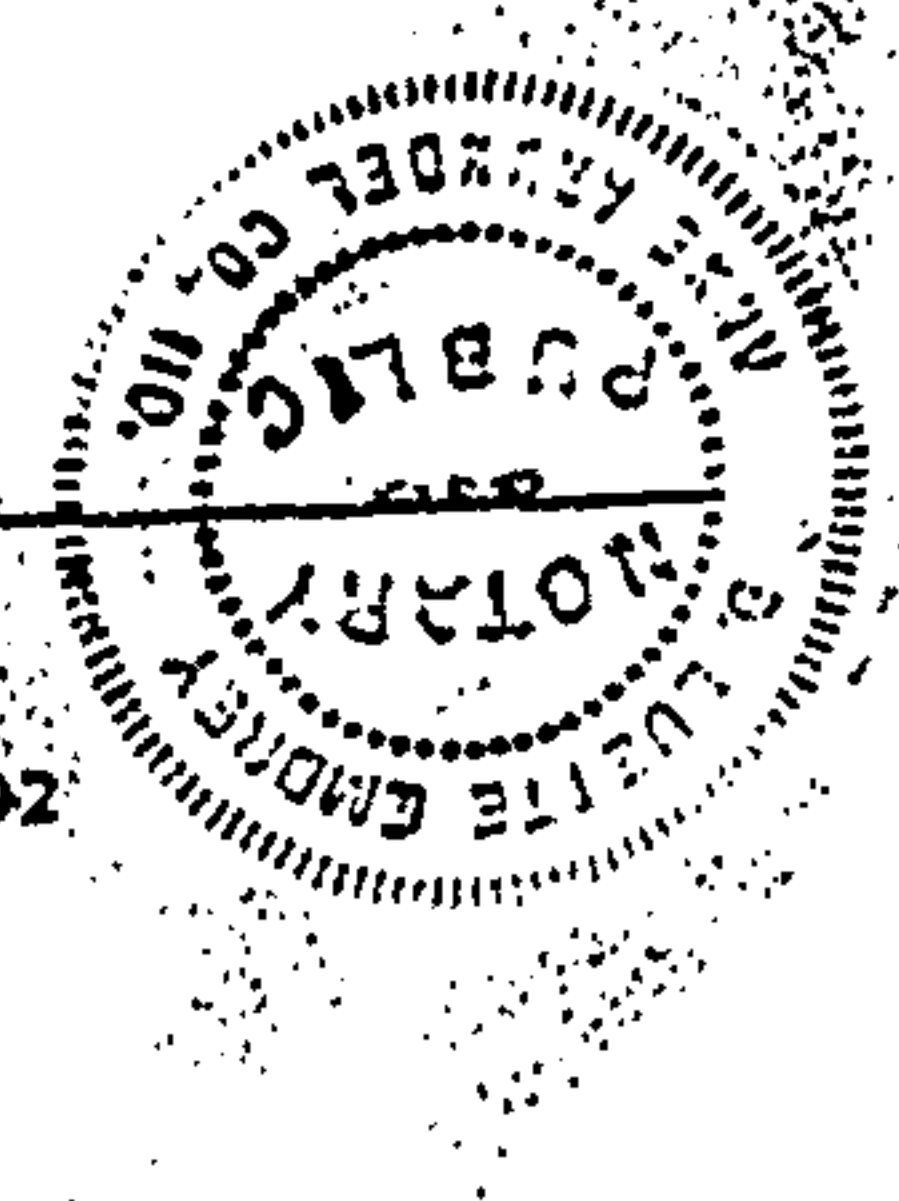


EXHIBIT A

STATEMENT OF  
PROPOSED WATER FACILITIES  
AND PHASING

PROJECT NAME: The Greens at Hilton Run TOTAL NO. OF PHASES: 1  
DEVELOPER: The Greens at Hilton Run II Limited Partnership

PHASE 1  
PLAT REF: The Greens at Hilton Run, Phase II, Sect. II # OF LOTS TO BE SERVED: 112  
PROJECTED CONST. START DATE: August 31, 1990  
PROJECTED CONST. COMPLETION DATE: February 28, 1991  
FACILITIES TO BE CONSTRUCTED\*: Water distribution system and service lines to serve 112 apartment units, is to be owned and operated by the developer. Main lines on Hilton Run Drive is to be owned and operated by this Commission. (14) 2" meters are to be owned and operated by this Commission.  
COMMISSION PARTICIPATION\*\*: None

PHASE 2  
PLAT REF: \_\_\_\_\_ # OF LOTS TO BE SERVED: \_\_\_\_\_  
PROJECTED CONST. START DATE: \_\_\_\_\_  
PROJECTED CONST. COMPLETION DATE: \_\_\_\_\_  
FACILITIES TO BE CONSTRUCTED\*: \_\_\_\_\_  
COMMISSION PARTICIPATION\*\*: \_\_\_\_\_

PHASE 3  
PLAT REF: \_\_\_\_\_ # OF LOTS TO BE SERVED: \_\_\_\_\_  
PROJECTED CONST. START DATE: \_\_\_\_\_  
PROJECTED CONST. COMPLETION DATE: \_\_\_\_\_  
FACILITIES TO BE CONSTRUCTED\*: \_\_\_\_\_  
COMMISSION PARTICIPATION\*\*: \_\_\_\_\_

(INDICATE ADDITIONAL PHASES ON SEPARATE SHEETS AS NECESSARY.)

\* The facilities listed also include FOR WATER PUMPING STATIONS: wells, pumps, controls, generators, chlorinators, compressors, meters, valves, interior and exterior piping and appurtenances, together with all sites on which they are situate and 20' access to the same; FOR WATER STORAGE TANKS: Elevated storage tanks, standpipes, ground storage tanks, hydroneumatic tanks and surge tanks as required by the Commission, together with all sites on which they are situate and 20' access to the same; FOR DISTRIBUTION SYSTEMS: mains, fire hydrants, valves and valve boxes, fittings, blow offs, water house connections, water house service lines, curb stops, curb stop boxes, water meter settings and appurtenances, together with 20' permanent easements over the same for maintenance and modifications of and connection to these facilities; along with any and all other facilities or appurtenances which in any way could be construed as part of the water system.

\*\* In the event the Commission is to participate in the cost of construction, payment of the Commission's share will be made in increments consistent with the work in place.

Commission: [Signature]  
(Initials)  
Developer: DBW C.F. Dev. Inc  
(Initials)

EXHIBIT B

STATEMENT OF  
PROPOSED SEWERAGE FACILITIES  
AND PHASING

PROJECT NAME: The Greens at Hilton Run TOTAL NO. OF PHASES: 1  
DEVELOPER: The Greens at Hilton Run II Limited Partnership

PHASE 1

PLAT REF: The Greens at Hilton Run, Phase II, Sect. II \* OF LOTS TO BE SERVED: 112  
PROJECTED CONST. START DATE: August 31, 1990  
PROJECTED CONST. COMPLETION DATE: February 28, 1991  
FACILITIES TO BE CONSTRUCTED\*: Sewer Collection system and service lines to serve 112 apartment units is to be owned and operated by the developer.  
COMMISSION PARTICIPATION\*\*: None

PHASE 2

PLAT REF: \_\_\_\_\_ \* OF LOTS TO BE SERVED: \_\_\_\_\_  
PROJECTED CONST. START DATE: \_\_\_\_\_  
PROJECTED CONST. COMPLETION DATE: \_\_\_\_\_  
FACILITIES TO BE CONSTRUCTED\*: \_\_\_\_\_  
COMMISSION PARTICIPATION\*\*: \_\_\_\_\_

PHASE 3

PLAT REF: \_\_\_\_\_ \* OF LOTS TO BE SERVED: \_\_\_\_\_  
PROJECTED CONST. START DATE: \_\_\_\_\_  
PROJECTED CONST. COMPLETION DATE: \_\_\_\_\_  
FACILITIES TO BE CONSTRUCTED\*: \_\_\_\_\_  
COMMISSION PARTICIPATION\*\*: \_\_\_\_\_

(INDICATE ADDITIONAL PHASES ON SEPARATE SHEETS AS NECESSARY.)

\* The facilities also include for WASTEWATER PUMPING STATIONS: pumps, wet wells, generators, compressors, meters, valves, interior and exterior piping and appurtenances, together with all sites on which they are situated and 20' access to the same. FOR WASTEWATER TREATMENT PLANTS: Storage lagoons, physical plants influent and effluent lines, lift stations, generators, together with all sites on which they are situated and 20' access to the same; FOR COLLECTION SYSTEMS: collector and lateral sewers, interceptor sewers, force mains, sewer house service lines, air release valves, house connections, together with 20' permanent easements over the same for maintenance and modification of connection to these facilities; along with any and all other facilities or appurtenances which in any way could be construed as part of the sewerage system.

\*\* In the event the Commission is to participate in the cost of construction, payment of the Commission's share will be made in increments consistent with the work in place.

Commission: LR  
(Initials)  
Developer: DBW for CE Dev. Inc.  
(Initials)



CONSENT

Continental Bank N.A., a national banking association ("Mortgagee"), executes this Agreement for the sole purpose of consenting to the execution and delivery of this Agreement by The Greens at Hilton Run II Limited Partnership, a Maryland limited partnership ("Developer").

MORTGAGEE:

Continental Bank N.A., a national banking association.

By: Louise B. Gates  
Its Vice President

STATE OF ILLINOIS )  
                          )  
COUNTY OF COOK    )

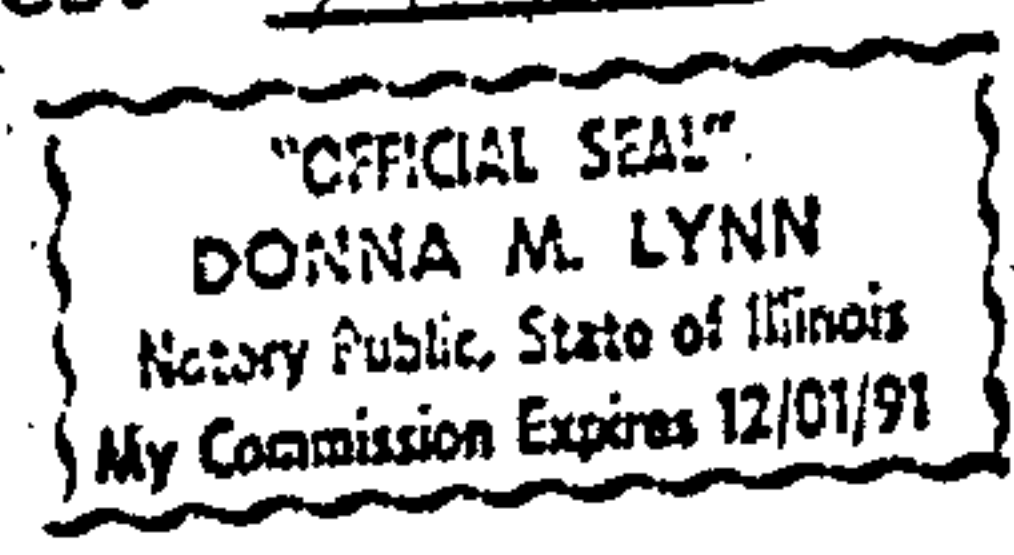
TO WIT:

I HEREBY CERTIFY that on this 7th day of September, 1990 before me, a Notary Public in and for the County of Cook aforesaid, personally appeared Louise B. Gates, Vice President of Continental Bank N.A., a national banking association, and on behalf of said banking association did acknowledge the foregoing instrument to be that act and deed of said banking association.

WITNESS my hand and Notarial Seal.

Donna M. Lynn  
Notary Public.

My Commission Expires: 12/1/91



GB02-N.01  
9/7/90

Del. P. Dorsey III SEP 20 1990 MARY R. BELL, CLERK

**PUBLIC WORKS AGREEMENT**

**THIS AGREEMENT** by and between the ST. MARY'S COUNTY METROPOLITAN COMMISSION, hereinafter the "Commission" and Makielski Reed Corporation hereinafter the "Developer"

2:18PM09/20/908 RECORD \$0.00

**WHEREAS**, the Commission is responsible for all water and sewerage projects and in the eighth Sanitary District, and,

**WHEREAS**, the Developer is developing certain real property within the said Sanitary District known and described as St. George's Hundred, Phase II and,

**WHEREAS**, the Developer, whether by requirement of the County or by choice desires to construct central water and sewerage facilities, hereinafter the "facilities", to serve the aforementioned property, and,

**WHEREAS**, the Developer seeks the approval of the Commission for the construction of such facilities, and,

2:18PM09/20/908 RECORD \$0.00

**WHEREAS**, the Concept Plan for the aforementioned development has been submitted to and approved by the Board of County Commissioners of St. Mary's County or their duly appointed agent.

**NOW THEREFORE**, in consideration of the premises and of the mutual covenants and agreements herein, it is agreed by the parties as follows:

**FIRST:** The Developer shall design the facilities in accordance with the St. Mary's County Standard Specifications for Water and Sewerage Construction, the Comprehensive Water and Sewerage Plans for the St. Mary's County and any other rules, regulations, directives or special instructions issued by the Commission or the State and Federal Governments.

**SECOND:** The Developer shall submit a statement to be included as Exhibit A and/or B of this document, setting forth a proposed phasing for the construction of the facilities and a proposed schedule of completion for said phase or phases, said statement to be subject to the approval of the Commission. The Developer shall also submit an itemized engineer's estimate of the total cost to complete the facilities for each phase of the development as it occurs, such estimates also being subject to the approval of the Commission.

**THIRD:** On or before the signing of this Agreement by the parties, the Developer shall furnish a bond or bonds, the form and the surety or sureties thereof to be as approved by the Commission. Said bond shall be payable to the Commission, its successors and assigns in a sum equal to the aforesaid

engineering estimate for the cost of constructing the facilities, plus ten percent for contingencies, or the amount of the contract prices, whichever is higher, conditioned that the Developer shall well and truly perform and fulfill the covenants, conditions, stipulations and terms of this Agreement, such bond or bonds to be and remain in force until such time as the warrantee period on the completed facilities expires; it being understood that bonding may be accomplished incrementally in accordance with the phases and schedule established under paragraph SECOND above; it being further understood that alternatives to bonding, such as irrevocable letters of credit or irrevocable commitments of funds may be approved by the Commission.

**FOURTH:** The Developer shall pay to the Commission the following fees:

Review Fee: \$ 720.00 based upon \$ 20.00 per residential lot payable upon execution of this Agreement.

Inspection Fee: \$ 1,617.00 based upon 3% of construction estimate payable upon execution of this Agreement. Said amount shall be placed in an account by the Commission and shall be drawn upon from time to time to reimburse the Commission for the direct and indirect cost of said inspection service, and if said cost is less than the inspection fee initially collected, the remaining balance shall be returned to the developer or, if the final total inspection cost is more than the inspection fee initially collected, the developer shall pay to the Commission the difference. The Commission may, at its option, elect to have the responsibility for construction inspection and assurance that all work is performed in accordance with the approved plans and specifications remain with the developer and, accordingly, no fee will be charged. In this latter case, upon the project's completion, the developer shall provide to the Commission a Project Completed Certification, Attachment (C), signed by a professional engineer registered in the State of Maryland.

Connection Charges: \$ 2,160.00 based upon \$ 60.00 per connection payable upon execution of this Agreement.

Debt Serve Charge: \$ 315.00 per month based upon 1800 front feet at \$ 1.70 (s) & \$ .40 (w) front foot per year payment beginning at the time capacity allocation made or service available, whichever occurs first.

Service Charge: \$ 644.04 per month based upon \$ 9.64 (s) & \$ 8.25 (w) per month per EDU beginning when service is utilized. This Service Charge reflects the currently approved rate and is subject to change.

Water Supply Fee: \$ <sup>200</sup> ~~N/A~~ per EDU for developments without supply (wells) that utilize the public water system payable at the time a connection permit is issued or when the original developer sells the lot(s), whichever occurs first.

Water Storage Fee: \$ <sup>300</sup> ~~N/A~~ per EDU. For developments without storage facilities that utilize the public water system payable at the time a connection permit is issued or when the original developer sells the lot(s), whichever occurs first.

**FIFTH:** The Developer shall construct all of the facilities set forth in Exhibit A and/or B of this document, according to the schedule and in the phase or phases of construction indicated therein, and that in the case of multi-phased projects, no phase beyond the first shall be commenced, until the facilities constructed under all previous phases have been approved and accepted by the Commission.

**SIXTH:** The Developer shall construct the facilities in accordance with final plans and specification, and any amendments thereto, submitted to and approved by the Commission. Further, no work in connection with the construction of the facilities shall be commenced prior to the time the Commission has approved said final plans and specification and the developer has applied for and secured from the Commission as permit authorizing such construction. Within sixty days after the construction of any phase is completed, a completed set of "As-Built" drawings shall be submitted to the Commission.

**SEVENTH:** The Developer shall make available the property being improved to any duly authorized representative of the Commission at all reasonable times for the purpose of inspecting the construction of the facilities.

**EIGHTH:** Upon completion and acceptance by the Commission of the facilities as set forth in paragraph SECOND above, the Developer when requested so to do by the Commission, agrees to convey all of the facilities with the appropriate sites, easement, and rights-of-way to the Commission for the nominal sum of One Dollar (\$1.00) and to provide all documentation and assurances of title as are requested by the Commission in connection with said proposed conveyances.

**NINTH:** No premises within the project to be connected to the facilities shall be occupied or used for any purpose whether or not sold by the Developer to others, unless and until such time as the facilities have been completed in accordance with the aforesaid plans, specification and schedule and have been inspected, approved and accepted by the Commission and the Developer so notified in writing by the Commission.

**TENTH:** In the event of a dispute between the parties as to the subject matter of this Agreement, the dispute can be submitted to arbitration if the parties hereto mutually agree, or in a court of competent jurisdiction within the State of Maryland and St. Mary's County.

**ELEVENTH:** This Agreement shall be binding on and insure to the benefit of the heirs, successors, personal representatives and assigns of the parties hereto.

**TWELFTH:** The Developer shall warrantee all mechanical, electrical and control facilities for a period of twelve months and all earthwork for a period of eighteen months after they have been conveyed to the Commission. Failure of any of the facilities to perform properly or meet the conditions of paragraph FIRST shall be corrected as soon as possible after notification by the Commission. Failure of facilities to perform due to neglect or misuse by the Commission will void appropriate portion of the warranties. The warranties shall cover the cost of labor, equipment, and materials needed to correct any problems with said facilities.

WITNESS the hands and seals of the parties hereto, this day of

ATTEST:

[Signature]  
Secretary

ST. MARY'S COUNTY METROPOLITAN COMMISSION

By [Signature]  
Chairman

ATTEST:

[Signature]

DEVELOPER / PROPERTY OWNERS

By [Signature]

By \_\_\_\_\_

BY \_\_\_\_\_  
Mortgagor

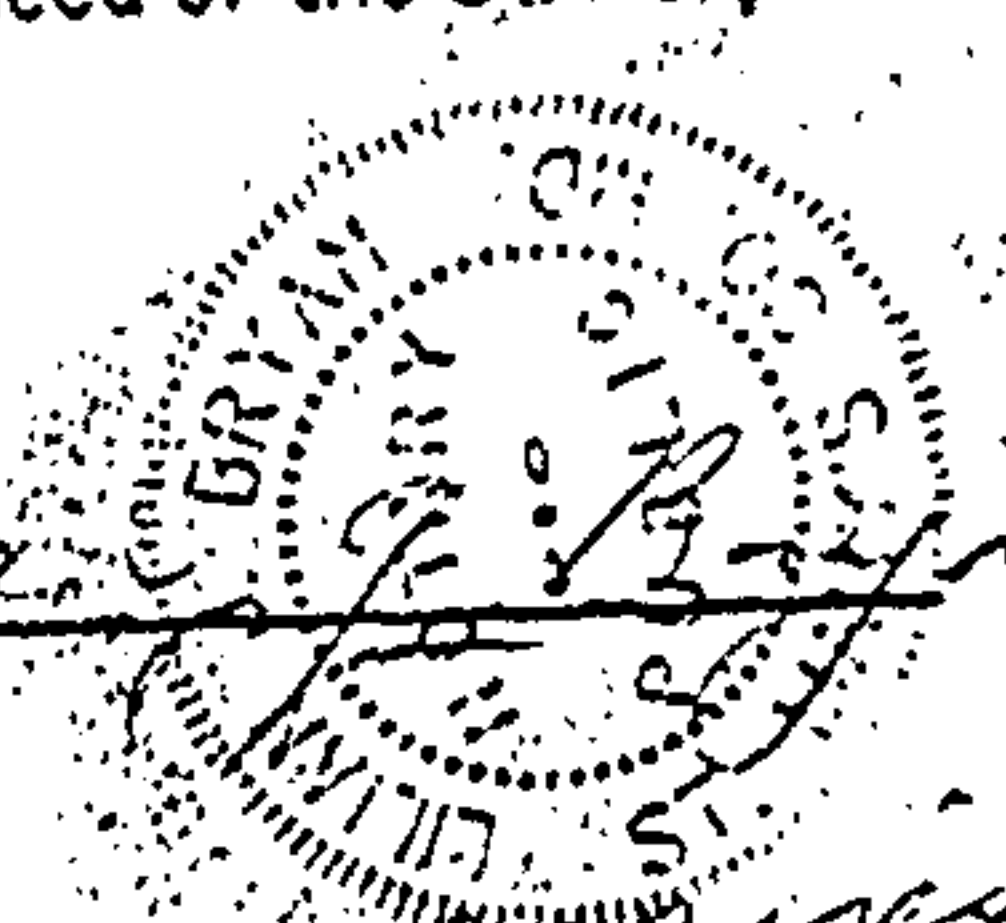
STATE OF MARYLAND, COUNTY OF ST. MARY'S, to wit:

I HEREBY CERTIFY that on this 10th day of September, 19 1972 before me, a Notary Public in and for the County of St. Mary's aforesaid, personally appeared Loewis J. Kelly, Chairman of the St. Mary's County Metropolitan Commission, and on behalf of said Commission did acknowledge the foregoing instrument to be the act and deed of the St. Mary's County Metropolitan Commission.

WITNESS my hand and Notarial Seal.

[Signature]  
Notary Public

My Commission Expires  
2/1/72.



STATE OF MARYLAND, COUNTY OF ST. MARY'S, to wit:  
I HEREBY CERTIFY that on this 7 day of September  
19 before me, the subscriber, a Notary Public in the county aforesaid, personally  
appeared. Dennis Makielski and that he/they acknowledged  
the foregoing Public Works Agreement to be his/their act.

WITNESS my hand and Notarial Seal.

Brenda L Hammitt  
Notary Public 4-1-93

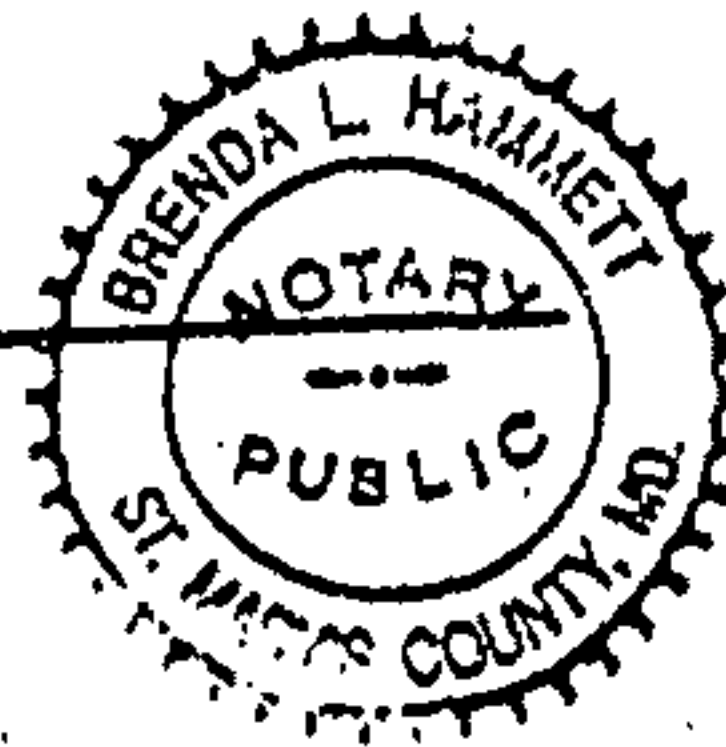


EXHIBIT A

STATEMENT OF  
PROPOSED WATER FACILITIES  
AND PHASING

PROJECT NAME: St. George's Hundred TOTAL NO. OF PHASES: 3  
DEVELOPER: Makielski Reed Corporation

PHASE 1  
PLAT REF: St. George's Hundred, Phase I \* OF LOTS TO BE SERVED: 32  
PROJECTED CONST. START DATE: Completed  
PROJECTED CONST. COMPLETION DATE: \_\_\_\_\_  
FACILITIES TO BE CONSTRUCTED\*: \_\_\_\_\_

COMMISSION PARTICIPATION\*\*: \_\_\_\_\_

PHASE 2  
PLAT REF: St. George's Hundred, Phase II \* OF LOTS TO BE SERVED: 36  
PROJECTED CONST. START DATE: September 4, 1990  
PROJECTED CONST. COMPLETION DATE: March 4, 1991  
FACILITIES TO BE CONSTRUCTED\*: Water distribution system and service lines to serve 36 townhouse units which after completion is to be owned and operated by this Commission as per paragraph EIGHTH.  
COMMISSION PARTICIPATION\*\*: None

PHASE 3  
PLAT REF: St. George's Hundred, Phase III \* OF LOTS TO BE SERVED: 76  
PROJECTED CONST. START DATE: To be determined  
PROJECTED CONST. COMPLETION DATE: To be determined  
FACILITIES TO BE CONSTRUCTED\*: Water distribution system and service lines to serve 76 townhouse units which after completion is to be owned and operated by this Commission per paragraph EIGHTH.  
COMMISSION PARTICIPATION\*\*: None

(INDICATE ADDITIONAL PHASES ON SEPARATE SHEETS AS NECESSARY.)

\* The facilities listed also include FOR WATER PUMPING STATIONS: wells, pumps, controls, generators, chlorinators, compressors, meters, valves, interior and exterior piping and appurtenances, together with all sites on which they are situate and 20' access to the same; FOR WATER STORAGE TANKS: Elevated storage tanks, standpipes, ground storage tanks, hydroneumatic tanks and surge tanks as required by the Commission, together with all sites on which they are situate and 20' access to the same; FOR DISTRIBUTION SYSTEMS: mains, fire hydrants, valves and valve boxes, fittings, blow offs, water house connections, water house service lines, curb stops, curb stop boxes, water meter settings and appurtenances, together with 20' permanent easements over the same for maintenance and modifications of and connection to these facilities; along with any and all other facilities or appurtenances which in any way could be construed as part of the water system.





EXHIBIT B

STATEMENT OF  
PROPOSED SEWERAGE FACILITIES  
AND PHASING

PROJECT NAME: St. George's Hundred TOTAL NO. OF PHASES: 3  
DEVELOPER: Maklelski Reed Corporation

PHASE 1  
PLAT REF: St. George's Hundred, Phase I \* OF LOTS TO BE SERVED: 32  
PROJECTED CONST. START DATE: Completed  
PROJECTED CONST. COMPLETION DATE: \_\_\_\_\_  
FACILITIES TO BE CONSTRUCTED\*: \_\_\_\_\_

COMMISSION PARTICIPATION\*\*: \_\_\_\_\_

PHASE 2  
PLAT REF: St. George's Hundred, Phase II \* OF LOTS TO BE SERVED: 36  
PROJECTED CONST. START DATE: September 4, 1990  
PROJECTED CONST. COMPLETION DATE: March 4, 1991  
FACILITIES TO BE CONSTRUCTED\*: Sewerage collection system and service lines to serve 36 townhouse units which after completion is to be owned and operated by this Commission as per paragraph EIGHTH.  
COMMISSION PARTICIPATION\*\*: None

PHASE 3  
PLAT REF: St. George's Hundred, Phase III \* OF LOTS TO BE SERVED: 76  
PROJECTED CONST. START DATE: To be determined  
PROJECTED CONST. COMPLETION DATE: To be determined  
FACILITIES TO BE CONSTRUCTED\*: Sewerage collection system and service lines to serve 76 townhouse units which after completion is to be owned and operated by this Commission as per paragraph EIGHTH.  
COMMISSION PARTICIPATION\*\*: None

(INDICATE ADDITIONAL PHASES ON SEPARATE SHEETS AS NECESSARY.)

\* The facilities also include for WASTEWATER PUMPING STATIONS: pumps, wet wells, generators, compressors, meters, valves, interior and exterior piping and appurtenances, together with all sites on which they are situated and 20' access to the same. FOR WASTEWATER TREATMENT PLANTS: Storage lagoons, physical plants influent and effluent lines, lift stations, generators, together with all sites on which they are situated and 20' access to the same; FOR COLLECTION SYSTEMS: collector and lateral sewers, interceptor sewers, force mains, sewer house service lines, air release valves, house connections, together with 20' permanent easements over the same for maintenance and modification of connection to these facilities; along with any and all other facilities or appurtenances which in any way could be construed as part of the sewerage system.

\*\* In the event the Commission is to participate in the cost of construction, payment of the Commission's share will be made in increments consistent with the work in place.

Commission: MR  
(Initials)  
Developer: DR  
(Initials)

Del. P. Dorsey III

SEP 20 1990

MARY R. BELL, CLERK

**PUBLIC WORKS AGREEMENT**

**THIS AGREEMENT** by and between the ST. MARY'S COUNTY METROPOLITAN COMMISSION, hereinafter the "Commission" and Morgan Associates, Inc. hereinafter the "Developer".

1:10PM12/10/90A RECORD \$0.00

**WHEREAS**, the Commission is responsible for all water and sewerage projects and in the Third Sanitary District, and,

**WHEREAS**, the Developer is developing certain real property within the said Sanitary District known and described as Abell's Run Subdivision Section One, and further that the Developer intends a subsequent Section Two and Three of the subdivision and,

1:21PM12/10/90A RECORD \$0.00

**WHEREAS**, the Developer, by requirement of the County, desires to construct central water facilities, hereinafter the "facilities", to serve the aforementioned property, and,

**WHEREAS**, the Developer seeks the approval of the Commission for the construction of such facilities, and,

**WHEREAS**, the Concept Plan for the aforementioned development has been submitted to and approved by the Board of County Commissioners of St. Mary's County or their duly appointed agent.

**NOW THEREFORE**, in consideration of the premises and of the mutual covenants and agreements herein, it is agreed by the parties as follows:

**FIRST:** The Developer's Engineer, the D.H. Steffens Company, has designed the facilities in accordance with the St. Mary's County Standard Specifications for Water and Sewerage Construction, the Comprehensive Water and Sewerage Plans for the St. Mary's County and any other rules, regulations, directives or special instructions issued by the Commission or the State and Federal Governments.

**SECOND:** The Developer shall submit a statement to be included as Exhibit A and/or B of this document, setting forth a proposed phasing for the construction of the facilities and a proposed schedule of completion for said phase or phases, said statement to be subject to the approval of the Commission. The Developer shall also submit an itemized engineer's estimate of the total cost to complete the facilities for each phase of the development as it occurs, such estimates also being subject to the approval of the Commission.

**THIRD:** On or before the signing of this Agreement by the parties, the Developer shall furnish a bond or bonds, the form and the surety or sureties thereof to be as approved by the Commission. Said bond shall be payable to the Commission, its successors and assigns in a sum equal to the aforesaid

engineering estimate for the cost of constructing the facilities, plus ten percent for contingencies, or the amount of the contract prices, whichever is higher, conditioned that the Developer shall well and truly perform and fulfill the covenants, conditions, stipulations and terms of this Agreement, such bond or bonds to be and remain in force until such time as the warranty period on the completed facilities expires; it being understood that bonding may be accomplished incrementally in accordance with the phases and schedule established under paragraph SECOND above; it being further understood that alternatives to bonding, such as irrevocable letters of credit or irrevocable commitments of funds may be approved by the Commission.

**FOURTH:** The Developer shall pay to the Commission the following fees:

Review Fee: \$ 1,800.00 based upon \$ 45.00 per residential lot payable upon execution of this Agreement.

Inspection Fee: \$ 3,817.00 based upon 3% of construction estimate payable upon execution of this Agreement. Said amount shall be placed in an account by the Commission and shall be drawn upon from time to time to reimburse the Commission for the direct and indirect cost of said inspection service, and if said cost is less than the inspection fee initially collected, the remaining balance shall be returned to the developer or, if the final total inspection cost is more than the inspection fee initially collected, the developer shall pay to the Commission the difference. The Commission may, at its option, elect to have the responsibility for construction inspection and assurance that all work is performed in accordance with the approved plans and specifications remain with the developer and, accordingly, no fee will be charged. In this latter case, upon the project's completion, the developer shall provide to the Commission a Project Completed Certification, Attachment (C), signed by a professional engineer registered in the State of Maryland.

Connection Charges: \$ 2,400.00 based upon \$ 60.00 per connection payable upon execution of this Agreement.

Debt Serve Charge: \$ N/A per month based upon \_\_\_\_\_ front feet at \$ \_\_\_\_\_ front foot per year payment beginning at the time capacity allocation made or service available, whichever occurs first.

Service Charge: \$ 331.20 per month based upon \$ 8.28 per month per EDU beginning when service is utilized. This Service Charge reflects the currently approved rate and is subject to change.

Water Supply Fee: \$ N/A per EDU for developments without supply (Wells) that utilize the public water system payable at the time a connection permit is issued or when the original developer sells the lot(s), whichever occurs first.

Water Storage Fee: \$ N/A per EDU. For developments without storage facilities that utilize the public water system payable at the time a connection permit is issued or when the original developer sells the lot(s), whichever occurs first.

**FIFTH:** The Developer shall construct all of the facilities set forth in Exhibit A and/or B of this document, according to the schedule and in the phase or phases of construction indicated therein, and that in the case of multi-phased projects, no phase beyond the first shall be commenced, until the facilities constructed under all previous phases have been approved and accepted by the Commission.

**SIXTH:** The Developer shall construct the facilities in accordance with final plans and specification, and any amendments thereto, submitted to and approved by the Commission. Further, no work in connection with the construction of the facilities shall be commenced prior to the time the Commission has approved said final plans and specification and the developer has applied for and secured from the Commission as permit authorizing such construction. Within sixty days after the construction of any phase is completed, a completed set of "As-Built" drawings shall be submitted to the Commission.

**SEVENTH:** The Developer shall make available the property being improved to any duly authorized representative of the Commission at all reasonable times for the purpose of inspecting the construction of the facilities.

**EIGHTH:** Upon completion and acceptance by the Commission of the facilities as set forth in paragraph SECOND above, the Developer when requested so to do by the Commission, agrees to convey all of the facilities with the appropriate sites, easement, and rights-of-way to the Commission for the nominal sum of One Dollar (\$1.00) and to provide all documentation and assurances of title as are requested by the Commission in connection with said proposed conveyances.

**NINTH:** No premises within the project to be connected to the facilities shall be occupied or used for any purpose whether or not sold by the Developer to others, unless and until such time as the facilities have been completed in accordance with the aforesaid plans, specification and schedule and have been inspected, approved and accepted by the Commission and the Developer so notified in writing by the Commission.

TENTH: In the event of a dispute between the parties as to the subject matter of this Agreement, the dispute can be submitted to arbitration if the parties hereto mutually agree, or in a court of competent jurisdiction within the State of Maryland and St. Mary's County.

ELEVENTH: This Agreement shall be binding on and insure to the benefit of the heirs, successors, personal representatives and assigns of the parties hereto.

TWELFTH: The Developer shall warrantee all mechanical, electrical and control facilities for a period of twelve months and all earthwork for a period of eighteen months after they have been conveyed to the Commission. Failure of any of the facilities to perform properly or meet the conditions of paragraph FIRST shall be corrected as soon as possible after notification by the Commission. Failure of facilities to perform due to neglect or misuse by the Commission will void appropriate portion of the warranties. The warranties shall cover the cost of labor, equipment, and materials needed to correct any problems with said facilities.

WITNESS the hands and seals of the parties hereto, this day of

ATTEST: [Signature] ST. MARY'S COUNTY METROPOLITAN COMMISSION  
Secretary By [Signature]  
Chairman

ATTEST: [Signature] DEVELOPER / PROPERTY OWNERS  
By [Signature]  
DANIEL C. CROSS  
By [Signature] PRESIDENT MERRILL ASSOCIATES, INC.  
By N/A  
Mortgagee

STATE OF MARYLAND, COUNTY OF ST. MARY'S, to wit:  
I HEREBY CERTIFY that on this 13th day of September, 1990 before me, a Notary Public in and for the County of St. Mary's aforesaid, personally appeared [Signature] Chairman of the St. Mary's County Metropolitan Commission, and on behalf of said Commission did acknowledge the foregoing instrument to be the act and deed of the St. Mary's County Metropolitan Commission.

WITNESS my hand and Notarial Seal.

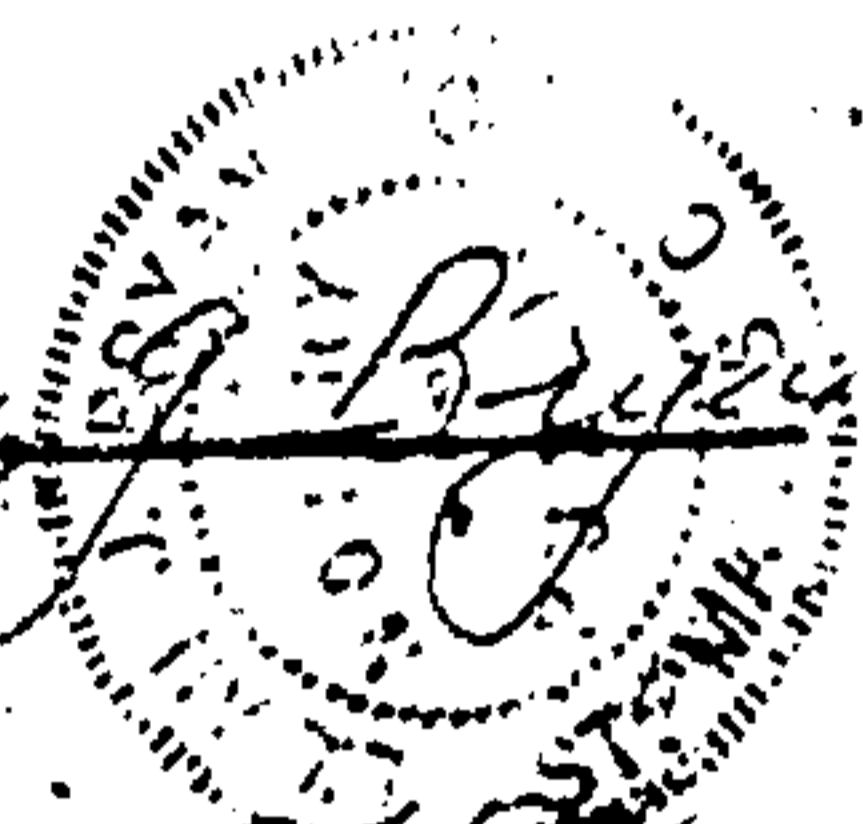
[Signature]  
Notary Public  
my commission expires 2/1/92.

STATE OF MARYLAND, COUNTY OF ST. MARY'S, to wit:

I HEREBY CERTIFY that on this 13th day of September 19 before me, the subscriber, a Notary Public in the county aforesaid, personally appeared *Samuel G. Gross* and that he/they acknowledged the foregoing Public Works Agreement to be his/their act.

WITNESS my hand and Notarial Seal.

Notary Public



*Lillian G. Pitzer*  
*My commission expires 2/1/92.*

EXHIBIT A

STATEMENT OF  
PROPOSED WATER FACILITIES  
AND PHASING

PROJECT NAME: Abell's Run Subdivision TOTAL NO. OF PHASES: 3  
DEVELOPER: Morgan Associates, Inc

PHASE 1

PLAT REF: Abell's Run, Sec. 1 \* OF LOTS TO BE SERVED: 40  
PROJECTED CONST. START DATE: October 15, 1990  
PROJECTED CONST. COMPLETION DATE: May 1, 1991  
FACILITIES TO BE CONSTRUCTED\*: water distribution system and service lines to serve 40 single family lots. Is to owned and operated by this Commission  
COMMISSION PARTICIPATION\*\*: None

PHASE 2

PLAT REF: Abell's Run, Sec. 2 \* OF LOTS TO BE SERVED: 75  
PROJECTED CONST. START DATE: To be determined  
PROJECTED CONST. COMPLETION DATE: To be determined  
FACILITIES TO BE CONSTRUCTED\*: water distribution system and service lines to serve 75 single family and the required additional water storage. Is to be owned and operated by this Commission  
COMMISSION PARTICIPATION\*\*: None

PHASE 3

PLAT REF: \_\_\_\_\_ \* OF LOTS TO BE SERVED: \_\_\_\_\_  
PROJECTED CONST. START DATE: \_\_\_\_\_  
PROJECTED CONST. COMPLETION DATE: \_\_\_\_\_  
FACILITIES TO BE CONSTRUCTED\*: \_\_\_\_\_  
COMMISSION PARTICIPATION\*\*: \_\_\_\_\_

(INDICATE ADDITIONAL PHASES ON SEPARATE SHEETS AS NECESSARY.)

\* The facilities listed also include FOR WATER PUMPING STATIONS: wells, pumps, controls, generators, chlorinators, compressors, meters, valves, interior and exterior piping and appurtenances, together with all sites on which they are situate and 20' access to the same; FOR WATER STORAGE TANKS: Elevated storage tanks, standpipes, ground storage tanks, hydroneumatic tanks and surge tanks as required by the Commission, together with all sites on which they are situate and 20' access to the same; FOR DISTRIBUTION SYSTEMS: mains, fire hydrants, valves and valve boxes, fittings, blow offs, water house connections, water house service lines, curb stops, curb stop boxes, water meter settings and appurtenances, together with 20' permanent easements over the same for maintenance and modifications of and connection to these facilities; along with any and all other facilities or appurtenances which in any way could be construed as part of the water system.



\*\* In the event the Commission is to participate in the cost of construction, payment of the Commission's share will be made in increments consistent with the work in place.

Commission: LR  
(Initials)

Developer: [Signature]  
(Initials)

NO TITLE SEARCH REQUESTED OR PERFORMED

12:03PM07/11/900	DEED	\$21.0
12:03PM07/11/900	RECTAX	\$333.3
12:03PM07/11/900	TR. TAX	\$251.7

THIS DEED, made this \_\_\_\_\_ day of \_\_\_\_\_, in the year one thousand nine hundred and ninety, by and between

MEREDITH M. DALE, ROSALIND M. CROSS, now known as ROSALIND CROSS DUJARDIN, and DANIEL CARROLL CROSS, Grantors, of St. Mary's County in the State of Maryland, of the first part, and

MORGAN ASSOCIATES, INC., a Maryland Corporation, Grantee, of the second part.

WITNESSETH, that in consideration of the sum of FIFTY THOUSAND THREE HUNDRED FIFTY-ONE AND NO/100 DOLLARS (\$50,351.00), the said MEREDITH M. DALE, ROSALIND M. CROSS, now known as ROSALIND CROSS DUJARDIN, and DANIEL CARROLL CROSS, do grant and convey unto the said MORGAN ASSOCIATES, INC., a Maryland Corporation, its successors and assigns, forever, in fee simple, all that lot, tract of ground, situate, lying and being in the Third Election District of St. Mary's County, Maryland, and described as follows, that is to say:

SEE SCHEDULE "A" ATTACHED HERETO AND MADE A PART HEREOF.

BEING a part of the same land which was conveyed to the within Grantors by deed dated September 29, 1987, from James A. Kenney, III, and recorded among the Land Records of St. Mary's County in Liber MRB 378, folio 325.

SUBJECT TO covenants, restrictions, rights of way, easements and other conditions contained in deeds and instruments forming the chain of title to the captioned property.

Together with the buildings and improvements thereupon erected, made or being and all and every the rights, alleys, ways, waters, privileges, appurtenances and advantages, to the same belonging, or anywise appertaining.

To Have and To Hold the said lot of ground, land and premises, above described and mentioned, and hereby intended to be conveyed; together with the rights, privileges, appurtenances and advantages thereto belonging and appertaining unto and to the proper use and benefit of the said MORGAN ASSOCIATES, INC., a Maryland Corporation, its successors and assigns, forever, in fee simple.

And the said parties of the first part hereby covenant that they have not done or suffered to be done any act, matter or thing whatsoever, to encumber the property hereby conveyed; that they will warrant specially the property granted and they will execute such further assurances of the same as may be requisite.

Witness the hands and seals of the Grantors the day and year first above written.

WITNESS:

Bernard W. Hall

Meredith M. Dale (seal)  
MEREDITH M. DALE

Rosalind Cross Dujardin

Rosalind Cross Dujardin (seal)  
ROSALIND CROSS DUJARDIN  
(Formerly known as Rosalind M. Cross)

Daniel Carroll Cross

Daniel Carroll Cross (Seal)  
DANIEL CARROLL CROSS

STATE OF DISTRICT OF COLUMBIA, City of Washington, to Witness:

I HEREBY CERTIFY, that on this 22<sup>nd</sup> day of June in the year one thousand nine hundred and ninety, before me, the subscriber, a Notary Public of the State of District of Columbia, in and for the County aforesaid, personally appeared Meredith M. Dale, the above named grantor, and acknowledged the foregoing Deed to be her act.

AS WITNESS MY HAND AND NOTARIAL SEAL.

Bernard W. Hall  
Notary Public  
My Commission expires: June 10, 1900

the  
\$18,079.50  
Mary Krohn 6-28-90

AGRI. TRANSFER TAX PAID  
Katherine N. O'Spittale  
ST. MARYS COUNTY TREASURER

THIS IS TO CERTIFY THAT ALL TAXES ON THIS PROPERTY HAVE BEEN PAID TO AND INCLUDING THE LEVY FOR THE YEAR OF 19 90. TAX ID # 02-01327-1  
Katherine N. O'Spittale  
ST. MARYS COUNTY, MD.

RECEIVED FOR TRANSFER  
State Department of Assessments & Taxation  
for St. Mary's County  
D. T. [Signature] 7-10-90

LIBER 571 PAGE 214

LIBER 546 PAGE 111

LIBER 605 PAGE 230

COMMONWEALTH OF MASSACHUSETTS,

County, to Witness:

I HEREBY CERTIFY, that on this 21<sup>st</sup> day of *JUNE* in the year one thousand nine hundred and ninety, before me, the subscriber, a Notary Public of the State of *MASSACHUSETTS*, in and for the County aforesaid, personally appeared Rosalind Cross Dujardin, the above named grantor, and acknowledged the foregoing Deed to be her act.

AS WITNESS MY HAND AND NOTARIAL SEAL.

*[Signature]*  
Notary Public  
My Commission expires:  
6-20-91

STATE OF MARYLAND, St. Mary's County, to Witness:

I HEREBY CERTIFY, that on this 21<sup>st</sup> day of June, in the year one thousand nine hundred and ninety, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Daniel Carroll Cross, the above named grantor, and acknowledged the foregoing Deed to be his act.

AS WITNESS MY HAND AND NOTARIAL SEAL.

*[Signature]*  
Notary Public  
My Commission expires: 8/1/92

## SCHEDULE "A"

That property known as "St. John's Farm" as shown on a plat thereof recorded among the Plat Records of St. Mary's County, Maryland in Liber DBK 8, Folio 68, which tract of land is shown to contain 318 acres, more or less, SAVING AND EXCEPTING, therefrom, however, the following parcels of land:

1. That parcel of land conveyed to James H. Parker and Ida Mae Parker by Deed dated February 1, 1978 and recorded among the Land Records of St. Mary's County, Maryland in Liber MRB 10, Folio 383.
2. That parcel of land conveyed to James R. Woodburn and Mary A. Woodburn by Deed dated December 10, 1974 and recorded among the Land Records of St. Mary's County, Maryland in Liber DBK 225, Folio 05 from Meredith M. Homet.
3. Those parcels of land conveyed to the County Commissioners of St. Mary's County, Maryland by Deed dated April 5, 1990 described as (1) Parcel "A" for widening St. John's Road containing 2,221 square feet or 0.051 acres, more or less, (2) Parcel "B" for widening St. John's Road containing 1,176 square feet or 0.027 acres, more or less, and (3) Two (2) strips of land that shall become county roads known as Abell's Drive and Rosalind's Drive containing 175,473 square feet or 4.028 acres, more or less, said Deed to be recorded among the Land Records of St. Mary's County, Maryland subsequent to this Deed.

*Del. Co. Comm.*  
*Phil Dorsey*

DEC 14 1990

EVELYN W. ARNOLD, CLERK

**PUBLIC WORKS AGREEMENT**

**THIS AGREEMENT** by and between the ST. MARY'S COUNTY METROPOLITAN COMMISSION, hereinafter the "Commission" and Quality Built Homes, Inc. hereinafter the "Developer"

**WHEREAS**, the Commission is responsible for all water and sewerage projects and in the Eighth Sanitary District, and,

**WHEREAS**, the Developer is developing certain real property within the said Sanitary District known and described as Heard's Estates, Phase 1 and,

1:10PM12/10/90A RECORD \$0.00

**WHEREAS**, the Developer, whether by requirement of the County or by choice desires to construct central water and sewer facilities, hereinafter the "facilities", to serve the aforementioned property, and,

**WHEREAS**, the Developer seeks the approval of the Commission for the construction of such facilities, and,

1:21PM12/10/90A RECORD \$0.00

**WHEREAS**, the Concept Plan for the aforementioned development has been submitted to and approved by the Board of County Commissioners of St. Mary's County or their duly appointed agent.

**NOW THEREFORE**, in consideration of the premises and of the mutual covenants and agreements herein, it is agreed by the parties as follows:

**FIRST:** The Developer shall design the facilities in accordance with the St. Mary's County Standard Specifications for Water and Sewerage Construction, the Comprehensive Water and Sewerage Plans for the St. Mary's County and any other rules, regulations, directives or special instructions issued by the Commission or the State and Federal Governments.

**SECOND:** The Developer shall submit a statement to be included as Exhibit A and/or B of this document, setting forth a proposed phasing for the construction of the facilities and a proposed schedule of completion for said phase or phases, said statement to be subject to the approval of the Commission. The Developer shall also submit an itemized engineer's estimate of the total cost to complete the facilities for each phase of the development as it occurs, such estimates also being subject to the approval of the Commission.

**THIRD:** On or before the signing of this Agreement by the parties, the Developer shall furnish a bond or bonds, the form and the surety or sureties thereof to be as approved by the Commission. Said bond shall be payable to the Commission, its successors and assigns in a sum equal to the aforesaid

engineering estimate for the cost of constructing the facilities, plus ten percent for contingencies, or the amount of the contract prices, whichever is higher, conditioned that the Developer shall well and truly perform and fulfill the covenants, conditions, stipulations and terms of this Agreement, such bond or bonds to be and remain in force until such time as the warrantee period on the completed facilities expires; it being understood that bonding may be accomplished incrementally in accordance with the phases and schedule established under paragraph SECOND above; it being further understood that alternatives to bonding, such as irrevocable letters of credit or irrevocable commitments of funds may be approved by the Commission.

**FOURTH:** The Developer shall pay to the Commission the following fees:

Review Fee: \$ 3,000.00 based upon \$ 75.00 per residential lot payable upon execution of this Agreement.

Inspection Fee: \$ 4,336.00 based upon 3% of construction estimate payable upon execution of this Agreement. Said amount shall be placed in an account by the Commission and shall be drawn upon from time to time to reimburse the Commission for the direct and indirect cost of said inspection service, and if said cost is less than the inspection fee initially collected, the remaining balance shall be returned to the developer or, if the final total inspection cost is more than the inspection fee initially collected, the developer shall pay to the Commission the difference. The Commission may, at its option, elect to have the responsibility for construction inspection and assurance that all work is performed in accordance with the approved plans and specifications remain with the developer and, accordingly, no fee will be charged. In this latter case, upon the project's completion, the developer shall provide to the Commission a Project Completed Certification, Attachment (C), signed by a professional engineer registered in the State of Maryland.

Connection Charges: \$ 2,400.00 based upon \$ 60.00 per connection payable upon execution of this Agreement.

Debt Serve Charge: \$ 467.93 per month based upon 3303 front feet at \$ 1.70 front foot per year payment beginning at the time capacity allocation made or service available, whichever occurs first.

Service Charge: \$ 715.60 per month based upon \$ 8.25 (w) & \$ 9.64 (s) per month per EDU beginning when service is utilized. This Service Charge reflects the currently approved rate and is subject to change.

**Water Supply Fee:** \$ 200.00 per EDU for developments without supply (wells) that utilize the public water system payable at the time a connection permit is issued or when the original developer sells the lot(s), whichever occurs first.

**Water Storage Fee:** \$ 300.00 per EDU. For developments without storage facilities that utilize the public water system payable at the time a connection permit is issued or when the original developer sells the lot(s), whichever occurs first.

**FIFTH:** The Developer shall construct all of the facilities set forth in Exhibit A and/or B of this document, according to the schedule and in the phase or phases of construction indicated therein, and that in the case of multi-phased projects, no phase beyond the first shall be commenced, until the facilities constructed under all previous phases have been approved and accepted by the Commission

**SIXTH:** The Developer shall construct the facilities in accordance with final plans and specification, and any amendments thereto, submitted to and approved by the Commission. Further, no work in connection with the construction of the facilities shall be commenced prior to the time the Commission has approved said final plans and specification and the developer has applied for and secured from the Commission as permit authorizing such construction. Within sixty days after the construction of any phase is completed, a completed set of "As-Built" drawings shall be submitted to the Commission.

**SEVENTH:** The Developer shall make available the property being improved to any duly authorized representative of the Commission at all reasonable times for the purpose of inspecting the construction of the facilities.

**EIGHTH:** Upon completion and acceptance by the Commission of the facilities as set forth in paragraph SECOND above, the Developer when requested so to do by the Commission, agrees to convey all of the facilities with the appropriate sites, easement, and rights-of-way to the Commission for the nominal sum of One Dollar (\$1.00) and to provide all documentation and assurances of title as are requested by the Commission in connection with said proposed conveyances.

**NINTH:** No premises within the project to be connected to the facilities shall be occupied or used for any purpose whether or not sold by the Developer to others, unless and until such time as the facilities have been completed in accordance with the aforesaid plans, specification and schedule and have been inspected, approved and accepted by the Commission and the Developer so notified in writing by the Commission.



TENTH: In the event of a dispute between the parties as to the subject matter of this Agreement, the dispute can be submitted to arbitration if the parties hereto mutually agree, or in a court of competent jurisdiction within the State of Maryland and St. Mary's County.

ELEVENTH: This Agreement shall be binding on and insure to the benefit of the heirs, successors, personal representatives and assigns of the parties hereto.

TWELFTH: The Developer shall warrantee all mechanical, electrical and control facilities for a period of twelve months and all earthwork for a period of eighteen months after they have been conveyed to the Commission. Failure of any of the facilities to perform properly or meet the conditions of paragraph FIRST shall be corrected as soon as possible after notification by the Commission. Failure of facilities to perform due to neglect or misuse by the Commission will void appropriate portion of the warranties. The warranties shall cover the cost of labor, equipment, and materials needed to correct any problems with said facilities.

WITNESS the hands and seals of the parties hereto, this day of

ATTEST: ST. MARY'S COUNTY METROPOLITAN COMMISSION  
Secretary \_\_\_\_\_ By L. A. Raley  
Chairman

ATTEST: DEVELOPER / PROPERTY OWNERS  
By Lodrey N. [Signature] VP  
FOR: Quality Built Homes, Inc.

By Michael J. [Signature] Trustee  
By Shirley D. [Signature] Trustee  
By William G. [Signature] Trustee  
Mortgagee / Trustee

STATE OF MARYLAND, COUNTY OF ST. MARY'S, to wit:  
I HEREBY CERTIFY that on this 11th day of October, 1992, before me, a Notary Public in and for the County of St. Mary's aforesaid, personally appeared Louis A. Raley Chairman of the St. Mary's County Metropolitan Commission, and on behalf of said Commission did acknowledge the foregoing instrument to be the act and deed of the St. Mary's County Metropolitan Commission.

WITNESS my hand and Notarial Seal.  
Lillian G. [Signature]  
Notary Public

My Commission expires 2/1/92.

STATE OF MARYLAND, COUNTY OF ST. MARY'S, to wit:  
I HEREBY CERTIFY that on this 14<sup>th</sup> day of September,  
1990 before me, the subscriber, a Notary Public in the county aforesaid, personally  
appeared Rodney M. Field and that he/they acknowledged  
the foregoing Public Works Agreement to be his/their act.

WITNESS my hand and Notarial Seal.

Lillian G. Brown  
Notary Public

My Commission  
Expires 2/1/92.

EXHIBIT A  
STATEMENT OF  
PROPOSED WATER FACILITIES  
AND PHASING

PROJECT NAME: Heard's Estates, Phase 1 TOTAL NO. OF PHASES: 4  
DEVELOPER: Quality Built Homes, Inc.

PHASE 1  
PLAT REF: Heard's Estates, Phase 1 # OF LOTS TO BE SERVED: 40  
PROJECTED CONST. START DATE: October 1, 1990  
PROJECTED CONST. COMPLETION DATE: January 1, 1991  
FACILITIES TO BE CONSTRUCTED\*: Water distribution system and service to be built to serve 40 single family units. Distribution system to be owned and operated by this Commission  
COMMISSION PARTICIPATION\*\*: None

PHASE 2  
PLAT REF: \_\_\_\_\_ # OF LOTS TO BE SERVED: \_\_\_\_\_  
PROJECTED CONST. START DATE: \_\_\_\_\_  
PROJECTED CONST. COMPLETION DATE: \_\_\_\_\_  
FACILITIES TO BE CONSTRUCTED\*: \_\_\_\_\_  
COMMISSION PARTICIPATION\*\*: \_\_\_\_\_

PHASE 3  
PLAT REF: \_\_\_\_\_ # OF LOTS TO BE SERVED: \_\_\_\_\_  
PROJECTED CONST. START DATE: \_\_\_\_\_  
PROJECTED CONST. COMPLETION DATE: \_\_\_\_\_  
FACILITIES TO BE CONSTRUCTED\*: \_\_\_\_\_  
COMMISSION PARTICIPATION\*\*: \_\_\_\_\_

(INDICATE ADDITIONAL PHASES ON SEPARATE SHEETS AS NECESSARY.)

\* The facilities listed also include FOR WATER PUMPING STATIONS: wells, pumps, controls, generators, chlorinators, compressors, meters, valves, interior and exterior piping and appurtenances, together with all sites on which they are situate and 20' access to the same; FOR WATER STORAGE TANKS: Elevated storage tanks, standpipes, ground storage tanks, hydroneumatic tanks and surge tanks as required by the Commission, together with all sites on which they are situate and 20' access to the same; FOR DISTRIBUTION SYSTEMS: mains, fire hydrants, valves and valve boxes, fittings, blow offs, water house connections, water house service lines, curb stops, curb stop boxes, water meter settings and appurtenances, together with 20' permanent easements over the same for maintenance and modifications of and connection to these facilities; along with any and all other facilities or appurtenances which in any way could be construed as part of the water system.

\*\* In the event the Commission is to participate in the cost of construction, payment of the Commission's share will be made in increments consistent with the work in place.

Commission: ASR  
(Initials)  
Developer: ENG. VP. for ASHI  
(Initials)

EXHIBIT B

STATEMENT OF  
PROPOSED SEWERAGE FACILITIES  
AND PHASING

PROJECT NAME: Heard's Estates, Phase I TOTAL NO. OF PHASES:  
DEVELOPER: Quality Built Homes, Inc.

PHASE 1

PLAT REF: Heard's Estates, Phase I # OF LOTS TO BE SERVED: 40  
PROJECTED CONST. START DATE: October 1, 1990  
PROJECTED CONST. COMPLETION DATE: January 1, 1991  
FACILITIES TO BE CONSTRUCTED\*: Wastewater collection system to serve 40  
single family units. Collection system to be owned and operated by this  
Commission  
COMMISSION PARTICIPATION\*\*: None

PHASE 2

PLAT REF: \_\_\_\_\_ # OF LOTS TO BE SERVED: \_\_\_\_\_  
PROJECTED CONST. START DATE: \_\_\_\_\_  
PROJECTED CONST. COMPLETION DATE: \_\_\_\_\_  
FACILITIES TO BE CONSTRUCTED\*: \_\_\_\_\_  
\_\_\_\_\_  
COMMISSION PARTICIPATION\*\*: \_\_\_\_\_

PHASE 3

PLAT REF: \_\_\_\_\_ # OF LOTS TO BE SERVED: \_\_\_\_\_  
PROJECTED CONST. START DATE: \_\_\_\_\_  
PROJECTED CONST. COMPLETION DATE: \_\_\_\_\_  
FACILITIES TO BE CONSTRUCTED\*: \_\_\_\_\_  
\_\_\_\_\_  
COMMISSION PARTICIPATION\*\*: \_\_\_\_\_

(INDICATE ADDITIONAL PHASES ON SEPARATE SHEETS AS NECESSARY.)

\* The facilities also include for WASTEWATER PUMPING STATIONS: pumps, wet wells, generators, compressors, meters, valves, interior and exterior piping and appurtenances, together with all sites on which they are situated and 20' access to the same. FOR WASTEWATER TREATMENT PLANTS: Storage lagoons, physical plants influent and effluent lines, lift stations, generators, together with all sites on which they are situated and 20' access to the same; FOR COLLECTION SYSTEMS: collector and lateral sewers, interceptor sewers, force mains, sewer house service lines, air release valves, house connections, together with 20' permanent easements over the same for maintenance and modification of connection to these facilities; along with any and all other facilities or appurtenances which in any way could be construed as part of the sewerage system.

\*\* In the event the Commission is to participate in the cost of construction, payment of the Commission's share will be made in increments consistent with the work in place.

Commission: AR  
(Initials)  
Developer: RHG vs. J. OBHT  
(Initials)

*Del. Phil Dorsey*

DEC 14 1990

EVELYN W. ARNOLD, CLERK

EASEMENT AGREEMENT

3:20PM 12/14/90 EASMT \$0.00  
 THIS DEED OF EASEMENT AND AGREEMENT, Made this 14th day  
 of December, 1990, by and between Alfred S. Mattingly  
 and Joan C. Mattingly and Helen S. Mattingly, and ST. MARY'S COUNTY  
 METROPOLITAN COMMISSION, a body politic and corporate, GRANTEE.

WITNESSETH, That for and in consideration of the sum of One  
 Dollar (\$1.00) and other good and valuable consideration, the re-  
 ceipt of which is hereby acknowledged, the GRANTORS do hereby grant  
 and convey to the GRANTEE, its successors and assigns, the right  
 and privilege to enter upon and to use temporarily the strip of  
 land located upon the grantor's property shown as parcel 42  
 tax map 100, and hereinafter further described for the  
 accommodation of construction equipment and vehicles, excavated  
 earth, construction materials, and for other purposes pertinent to  
 and during the initial construction of the Facilities within the  
 Easement:

3:20PM 12/14/90 MECOM \$0.00

A ten foot wide strip of land running parallel to and  
 contiguous with the grantor's front property line for the  
 entire width of the grantor's property.

GRANTEE hereby agrees that following completion of the ini-  
 tial construction of the Facilities and the testing and acceptance  
 thereof, it will cause to be removed all equipment, debris, and  
 surplus materials from the said strip of land and will restore the  
 same, as nearly as reasonably possible, to a condition not inferi-  
 or to that existing prior to the temporary use thereof.

GRANTORS hereby agree not to erect any structure or otherwise  
 use the aforesaid strip of land for any purposes which will  
 obstruct or hinder the right, privilege, and easement for tempo-  
 rary construction use herein granted; and, it is agreed that said  
 temporary right and easement for construction shall terminate upon  
 completion of the work, final inspection, and the approval by the  
 GRANTEE of the removal and restoration work referred to above.

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

Witness:

-----  
 -----  
 -----

*Alfred S. Mattingly*  
*Joan C. Mattingly*  
*Helen S. Mattingly*

*Alfred S. Mattingly*  
*Joan C. Mattingly*  
*Helen S. Mattingly*

Attest: ST. MARY'S COUNTY METROPOLITAN COMMISSION  
By: \_\_\_\_\_ (SEAL)

STATE OF MARYLAND, County of St. Mary's to-wit:  
I HEREBY CERTIFY That on this 14th day of December  
1990, before me, the subscriber, a Notary Public in and for the  
State and County aforesaid, personally appeared Alfred S. Mattingly and  
Joan C. Mattingly, his wife the GRANTORS named in the foregoing  
instrument and acknowledged it to be their act.  
AS WITNESS my hand and Notarial Seal.

*Jessica S. Miller*  
Notary Public

My Commission Expires: 04/01/94

STATE OF MARYLAND, County of St. Mary's, to-wit:  
I HEREBY CERTIFY That on this 14th day of December  
1990, before me, the subscriber, a Notary Public in and for the  
State and County aforesaid, personally appeared  
Helen S. Mattingly the GRANTOR named in the foregoing  
instrument and acknowledged it to be her act.  
AS WITNESS my hand and Notarial Seal.

*Jessica S. Miller*  
Notary Public

My Commission Expires: 04/01/94

STATE OF MARYLAND, County of St. Mary's, to-wit:  
I HEREBY CERTIFY, That on this \_\_\_\_\_ day of \_\_\_\_\_  
199 , before me, the subscriber, a Notary Public in and for the  
State and County aforesaid, personally appeared  
who acknowledged himself to be \_\_\_\_\_ of St. Mary's County Metro-  
politan Commission, a body politic and corporate, and that he,  
as such \_\_\_\_\_ being authorized so to do, executed the  
aforegoing instrument for the purposes therein contained by sign-  
ing the name of said Commission by himself as  
AS WITNESS my hand and Notarial Seal.

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

My Commission Expires: \_\_\_\_\_

*Del: A. S. Mattingly* DEC 21 1990 EVELYN W. ARNOLD, CLERK



LIBER 001 PAGE: 033

PUBLIC WORKS AGREEMENT 3:36PM02/20/91B PW AGR \$0.00

3:08PM02/20/91B MECOM \$0.00

THIS AGREEMENT by and between the ST. MARY'S COUNTY METROPOLITAN COMMISSION, hereinafter the "Commission" and Raymond S. Runco hereinafter the "Developer".

WHEREAS, the Commission is responsible for all water and sewerage projects and in the eighth Sanitary District, and,

WHEREAS, the Developer is developing certain real property within the said Sanitary District known and described as Southgate Center and,

WHEREAS, the Developer, whether by requirement of the County or by choice desires to construct central water and sewer facilities, hereinafter the "facilities", to serve the aforementioned property, and,

WHEREAS, the Developer seeks the approval of the Commission for the construction of such facilities, and,

WHEREAS, the Concept Plan for the aforementioned development has been submitted to and approved by the Board of County Commissioners of St. Mary's County or their duly appointed agent.

NOW THEREFORE, in consideration of the premises and of the mutual covenants and agreements herein, it is agreed by the parties as follows:

**FIRST:** The Developer shall design the facilities in accordance with the St. Mary's County Standard Specifications for Water and Sewerage Construction, the Comprehensive Water and Sewerage Plans for the St. Mary's County and any other rules, regulations, directives or special instructions issued by the Commission or the State and Federal Governments.

**SECOND:** The Developer shall submit a statement to be included as Exhibit A and/or B of this document, setting forth a proposed phasing for the construction of the facilities and a proposed schedule of completion for said phase or phases, said statement to be subject to the approval of the Commission. The Developer shall also submit an itemized engineer's estimate of the total cost to complete the facilities for each phase of the development as it occurs, such estimates also being subject to the approval of the Commission.

**THIRD:** On or before the signing of this Agreement by the parties, the Developer shall furnish a bond or bonds, the form and the surety or sureties thereof to be as approved by the Commission. Said bond shall be payable to the Commission, its successors and assigns in a sum equal to the aforesaid

USER 305 1/10/57

USER 501111E 03 1

engineering estimate for the cost of constructing the facilities, plus ten percent for contingencies, or the amount of the contract prices, whichever is higher, conditioned that the Developer shall well and truly perform and fulfill the covenants, conditions, stipulations and terms of this Agreement, such bond or bonds to be and remain in force until such time as the warranty period on the completed facilities expires; it being understood that bonding may be accomplished incrementally in accordance with the phases and schedule established under paragraph SECOND above; it being further understood that alternatives to bonding, such as irrevocable letters of credit or irrevocable commitments of funds may be approved by the Commission.

**FOURTH:** The Developer shall pay to the Commission the following fees:

Review Fee: \$ 4,650.00 based upon \$ 75.00 per residential lot payable upon execution of this Agreement.

Inspection Fee: \$ 10,380.00 based upon 3% of the performance bond payable upon execution of this Agreement. Said amount shall be placed in an account by the Commission and shall be drawn upon from time to time to reimburse the Commission for the direct and indirect cost of said inspection service, and if said cost is less than the inspection fee initially collected, the remaining balance shall be returned to the developer or, if the final total inspection cost is more than the inspection fee initially collected, the developer shall pay to the Commission the difference. The Commission may, at its option, elect to have the responsibility for construction inspection and assurance that all work is performed in accordance with the approved plans and specifications remain with the developer and, accordingly, no fee will be charged. In this latter case, upon the project's completion, the developer shall provide to the Commission a Project Completed Certification, Attachment (C), signed by a professional engineer registered in the State of Maryland.

Connection Charges: \$ 5,580.00 based upon \$ 90.00 per connection payable upon execution of this Agreement.

Debt Serve Charge: \$ 486.73 per month based upon 3.389 front feet at \$ 1.70 (res) & \$ 2.04 (comm) front foot per year, payment beginning at the time capacity allocation made or service available, whichever occurs first.

Service Charge: \$ 1,109.18 per month based upon \$ 8.25 (w) & 9.64 (s) per month per EDU beginning when service is utilized. This Service Charge reflects the currently approved rate and is subject to change.

LDEN 005 ENCL 051

LDEN 005 ENCL 051

Water Supply Fee: \$ N/A per EDU for developments without supply (Wells) that utilize the public water system payable at the time a connection permit is issued or when the original developer sells the lot(s), whichever occurs first.

Water Storage Fee: \$ N/A per EDU. For developments without storage facilities that utilize the public water system payable at the time a connection permit is issued or when the original developer sells the lot(s), whichever occurs first.

**FIFTH:** The Developer shall construct all of the facilities set forth in Exhibit A and/or B of this document, according to the schedule and in the phase or phases of construction indicated therein, and that in the case of multi-phased projects, no phase beyond the first shall be commenced, until the facilities constructed under all previous phases have been approved and accepted by the Commission.

**SIXTH:** The Developer shall construct the facilities in accordance with final plans and specification, and any amendments thereto, submitted to and approved by the Commission. Further, no work in connection with the construction of the facilities shall be commenced prior to the time the Commission has approved said final plans and specification and the developer has applied for and secured from the Commission as permit authorizing such construction. Within sixty days after the construction of any phase is completed, a completed set of "As-Built" drawings shall be submitted to the Commission.

**SEVENTH:** The Developer shall make available the property being improved to any duly authorized representative of the Commission at all reasonable times for the purpose of inspecting the construction of the facilities.

**EIGHTH:** Upon completion and acceptance by the Commission of the facilities as set forth in paragraph SECOND above, the Developer when requested to do by the Commission, agrees to convey all of the facilities with the appropriate sites, easement, and rights-of-way to the Commission for the nominal sum of One Dollar (\$1.00) and to provide all documentation and assurances of title as are requested by the Commission in connection with said proposed conveyances.

**NINTH:** No premises within the project to be connected to the facilities shall be occupied or used for any purpose whether or not sold by the Developer to others, unless and until such time as the facilities have been completed in accordance with the aforesaid plans, specification and schedule and have been inspected, approved and accepted by the Commission and the Developer so notified in writing by the Commission.

LIBER 005-100

LIBER 005-100

**TENTH:** In the event of a dispute between the parties as to the subject matter of this Agreement, the dispute can be submitted to arbitration if the parties hereto mutually agree, or in a court of competent jurisdiction within the State of Maryland and St. Mary's County.

**ELEVENTH:** This Agreement shall be binding on and insure to the benefit of the heirs, successors, personal representatives and assigns of the parties hereto.

**TWELFTH:** The Developer shall warrantee all mechanical, electrical and control facilities for a period of twelve months and all earthwork for a period of eighteen months after they have been conveyed to the Commission. Failure of any of the facilities to perform properly or meet the conditions of paragraph FIRST shall be corrected as soon as possible after notification by the Commission. Failure of facilities to perform due to neglect or misuse by the Commission will void appropriate portion of the warranties. The warranties shall cover the cost of labor, equipment, and materials needed to correct any problems with said facilities.

WITNESS the hands and seals of the parties hereto, this day of

ATTEST:  
Steven L. Kreis  
Secretary

ST. MARY'S COUNTY METROPOLITAN COMMISSION  
By James P. Eagan  
Chairman

ATTEST:  
\_\_\_\_\_

DEVELOPER / PROPERTY OWNERS  
By Raymond S. Rimes 12/6/90

By \_\_\_\_\_

BY \_\_\_\_\_  
Mortgagor

STATE OF MARYLAND, COUNTY OF ST. MARY'S, to wit:  
I HEREBY CERTIFY that on this 7th day of December, 1990 before me, a Notary Public in and for the County of St. Mary's aforesaid, personally appeared James P. Eagan Chairman of the St. Mary's County Metropolitan Commission, and on behalf of said Commission did acknowledge the foregoing instrument to be the act and deed of the St. Mary's County Metropolitan Commission.

WITNESS my hand and Notarial Seal.

Lillian G. Bayan  
Notary Public

My commission expires 2/1/92.

LIBER 005 PAGE 033

LIBER 001 PAGE 037

STATE OF MARYLAND, COUNTY OF ST. MARY'S, to wit:

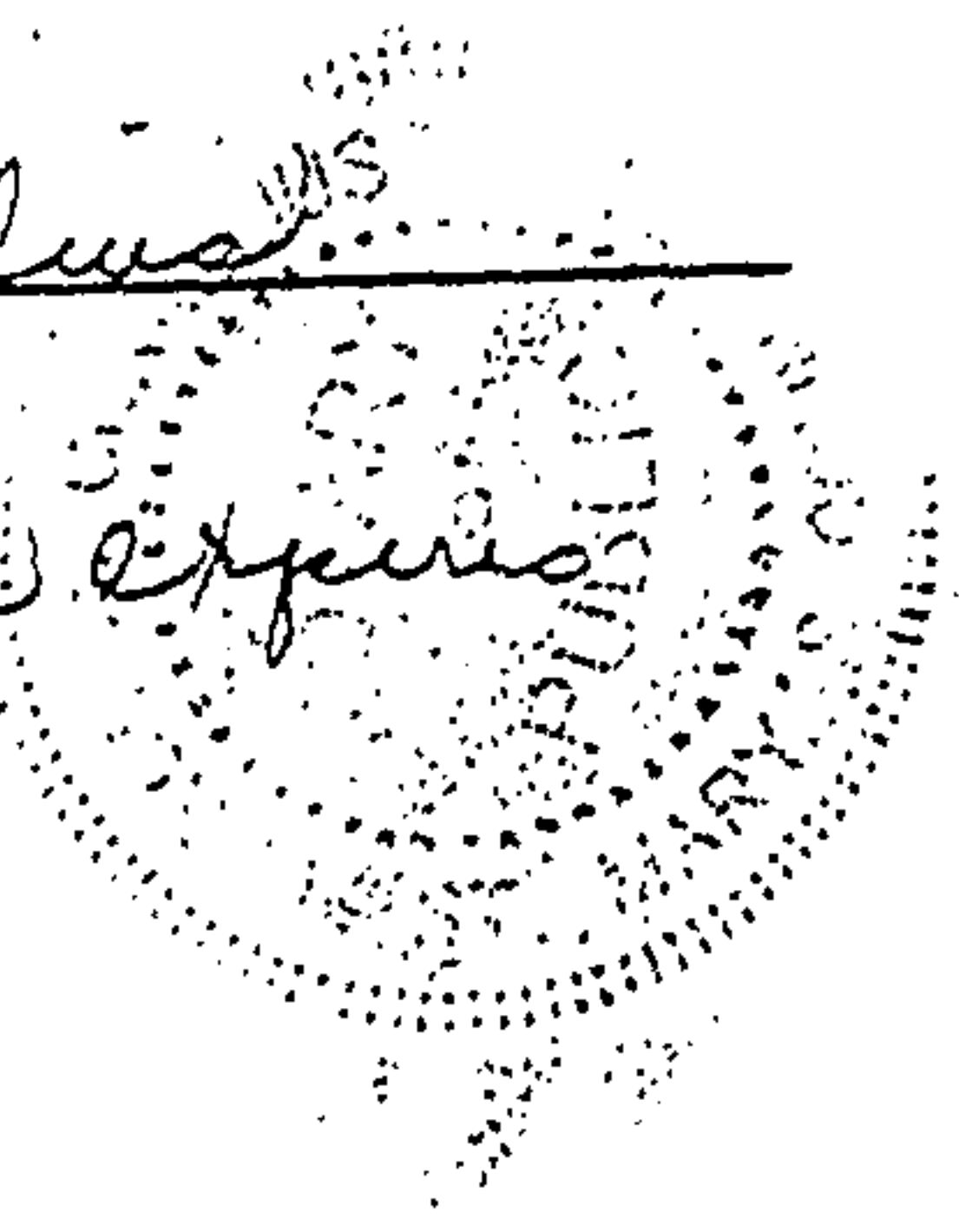
I HEREBY CERTIFY that on this sixth day of December 1990 before me, the subscriber, a Notary Public in the county aforesaid, personally appeared Raymond S. Runco and that he/~~they~~ acknowledged the foregoing Public Works Agreement to be his/~~their~~ act.

WITNESS my hand and Notarial Seal.

Carol A. Cornelius

Notary Public

My Commission Expires  
July 24, 1994



USER 000 100154

USER 001111 038

EXHIBIT A

STATEMENT OF  
PROPOSED WATER FACILITIES  
AND PHASING

PROJECT NAME: Southgate Center TOTAL NO. OF PHASES: 1  
DEVELOPER: Raymond S. Runco

PHASE 1

PLAT REF: Southgate Center # OF LOTS TO BE SERVED: 62  
PROJECTED CONST. START DATE: December 1990  
PROJECTED CONST. COMPLETION DATE: July 1991  
FACILITIES TO BE CONSTRUCTED\*: Water pumping station, water storage tanks  
and water distribution system to serve 62 townhouses. METCOMM to own same at  
the successful completion of the project. \*\*  
COMMISSION PARTICIPATION\*\*: None

PHASE 2

PLAT REF: \_\_\_\_\_ # OF LOTS TO BE SERVED: \_\_\_\_\_  
PROJECTED CONST. START DATE: \_\_\_\_\_  
PROJECTED CONST. COMPLETION DATE: \_\_\_\_\_  
FACILITIES TO BE CONSTRUCTED\*: \_\_\_\_\_

COMMISSION PARTICIPATION\*\*\*: \_\_\_\_\_

PHASE 3

PLAT REF: \_\_\_\_\_ # OF LOTS TO BE SERVED: \_\_\_\_\_  
PROJECTED CONST. START DATE: \_\_\_\_\_  
PROJECTED CONST. COMPLETION DATE: \_\_\_\_\_  
FACILITIES TO BE CONSTRUCTED\*: \_\_\_\_\_

COMMISSION PARTICIPATION\*\*: \_\_\_\_\_

(INDICATE ADDITIONAL PHASES ON SEPARATE SHEETS AS NECESSARY.)

\* The facilities listed also include FOR WATER PUMPING STATIONS: wells, pumps, controls, generators, chlorinators, compressors, meters, valves, interior and exterior piping and appurtenances, together with all sites on which they are situate and 20' access to the same; FOR WATER STORAGE TANKS: Elevated storage tanks, standpipes, ground storage tanks, hydroneumatic tanks and surge tanks as required by the Commission, together with all sites on which they are situate and 20' access to the same; FOR DISTRIBUTION SYSTEMS: mains, fire hydrants, valves and valve boxes, fittings, blow offs, water house connections, water house service lines, curb stops, curb stop boxes, water meter settings and appurtenances, together with 20' permanent easements over the same for maintenance and modifications of and connection to these facilities; along with any and all other facilities or appurtenances which in any way could be construed as part of the water system.

LIBER 005 PAGE 033

LIBER 58126 039

Bonding Requirement: Phase 1-On site water and sewer \$249,750.00  
(Construction Estimate \$224,795.00)  
Phase 2-Off site sewer \$98,725.00  
(Construction Estimate \$89,750.00)

\*\* In the event the Commission is to participate in the cost of construction,  
payment of the Commission's share will be made in increments consistent with  
the work in place.

Commission:           *SP*          

Developer:           *SKR*            
(Initials)

BOOK 005 100000

LIBER 001111 040

EXHIBIT B

STATEMENT OF  
PROPOSED SEWERAGE FACILITIES  
AND PHASING

PROJECT NAME: Southgate Center TOTAL NO. OF PHASES: 2  
DEVELOPER: Raymond S. Runco

PHASE 1

PLAT REF: Southgate Center \* OF LOTS TO BE SERVED: 62  
PROJECTED CONST. START DATE: December 1990  
PROJECTED CONST. COMPLETION DATE: July 1991  
FACILITIES TO BE CONSTRUCTED\*: Wastewater collection system on site to serve 62 townhouses. METCOMM to own same at the successful completion of the project.  
COMMISSION PARTICIPATION\*\*: None

PHASE 2

PLAT REF: Southgate Center \* OF LOTS TO BE SERVED: 62  
PROJECTED CONST. START DATE: December 1990  
PROJECTED CONST. COMPLETION DATE: July 1991  
FACILITIES TO BE CONSTRUCTED\*: 8" gravity sewer line located generally along Hermanville Road from Route 235 to Evergreen Forest Subdivision.  
COMMISSION PARTICIPATION\*\*: None

PHASE 3

PLAT REF: \_\_\_\_\_ \* OF LOTS TO BE SERVED: \_\_\_\_\_  
PROJECTED CONST. START DATE: \_\_\_\_\_  
PROJECTED CONST. COMPLETION DATE: \_\_\_\_\_  
FACILITIES TO BE CONSTRUCTED\*: \_\_\_\_\_  
COMMISSION PARTICIPATION\*\*: \_\_\_\_\_

(INDICATE ADDITIONAL PHASES ON SEPARATE SHEETS AS NECESSARY.)

\* The facilities also include for WASTEWATER PUMPING STATIONS: pumps, wet wells, generators, compressors, meters, valves, interior and exterior piping and appurtenances, together with all sites on which they are situated and 20' access to the same. FOR WASTEWATER TREATMENT PLANTS: Storage lagoons, physical plants influent and effluent lines, lift stations, generators, together with all sites on which they are situated and 20' access to the same; FOR COLLECTION SYSTEMS: collector and lateral sewers, interceptor sewers, force mains, sewer house service lines, air release valves, house connections, together with 20' permanent easements over the same for maintenance and modification of connection to these facilities; along with any and all other facilities or appurtenances which in any way could be construed as part of the sewerage system.



LIDER 005 PAGE 257

LIDER 001 PAGE 041

\*\*\*The water pumping station access driveway is to be of asphalt construction, completed prior to the end of the 1 year warranty period.

\*\*\* In the event the Commission is to participate in the cost of construction, payment of the Commission's share will be made in increments consistent with the work in place.

Commission:

LR

(Initials)

Developer:

LR

(Initials)

**PUBLIC WORKS AGREEMENT**

**THIS AGREEMENT** by and between the ST. MARY'S COUNTY METROPOLITAN COMMISSION, hereinafter the "Commission" and Norris Pyles hereinafter the "Developer".

3:20PM04/15/91D PW AGR 40.00

**WHEREAS**, the Commission is responsible for all water and sewerage projects and in the Tenth Sanitary District, and,

**WHEREAS**, the Developer is developing certain real property within the said Sanitary District known and described as Heart's Desire, Cluster One, Phase One and,

3:20PM04/15/91D REC'D 40.00

**WHEREAS**, the Developer, whether by requirement of the County or by choice desires to construct central water facilities, hereinafter the "facilities", to serve the aforementioned property, and,

**WHEREAS**, the Developer seeks the approval of the Commission for the construction of such facilities, and,

**WHEREAS**, the Concept Plan for the aforementioned development has been submitted to and approved by the Board of County Commissioners of St. Mary's County or their duly appointed agent.

**NOW THEREFORE**, in consideration of the premises and of the mutual covenants and agreements herein, it is agreed by the parties as follows:

**FIRST:** The Developer shall design the facilities in accordance with the St. Mary's County Standard Specifications for Water and Sewerage Construction, the Comprehensive Water and Sewerage Plans for the St. Mary's County and any other rules, regulations, directives or special instructions issued by the Commission or the State and Federal Governments.

**SECOND:** The Developer shall submit a statement to be included as Exhibit A and/or B of this document, setting forth a proposed phasing for the construction of the facilities and a proposed schedule of completion for said phase or phases, said statement to be subject to the approval of the Commission. The Developer shall also submit an itemized engineer's estimate of the total cost to complete the facilities for each phase of the development as it occurs, such estimates also being subject to the approval of the Commission.

**THIRD:** On or before the signing of this Agreement by the parties, the Developer shall furnish a bond or bonds, the form and the surety or sureties thereof to be as approved by the Commission. Said bond shall be payable to the Commission, its successors and assigns in a sum equal to the aforesaid

engineering estimate for the cost of constructing the facilities, plus ten percent for contingencies, or the amount of the contract prices, whichever is higher, conditioned that the Developer shall well and truly perform and fulfill the covenants, conditions, stipulations and terms of this Agreement, such bond or bonds to be and remain in force until such time as the warrantee period on the completed facilities expires; it being understood that bonding may be accomplished incrementally in accordance with the phases and schedule established under paragraph SECOND above; it being further understood that alternatives to bonding, such as irrevocable letters of credit or irrevocable commitments of funds may be approved by the Commission.

**FOURTH:** The Developer shall pay to the Commission the following fees:

Review Fee: \$ 1,080.00 based upon \$ 45.00 per residential lot, payable upon execution of this Agreement.

Inspection Fee: \$ 2,712.00 based upon 3% of construction estimate payable upon execution of this Agreement. Said amount shall be placed in an account by the Commission and shall be drawn upon from time to time to reimburse the Commission for the direct and indirect cost of said inspection service, and if said cost is less than the inspection fee initially collected, the remaining balance shall be returned to the developer or, if the final total inspection cost is more than the inspection fee initially collected, the developer shall pay to the Commission the difference. The Commission may, at its option, elect to have the responsibility for construction inspection and assurance that all work is performed in accordance with the approved plans and specifications remain with the developer and, accordingly, no fee will be charged. In this latter case, upon the project's completion, the developer shall provide to the Commission a Project Completed Certification, Attachment (C), signed by a professional engineer registered in the State of Maryland.

Connection Charges: \$ 1,440.00 based upon \$ 60.00 per connection payable upon execution of this Agreement.

Debt Serve Charge: \$ N/A per month based upon  
N/A front feet at \$ N/A front foot per  
 year payment beginning at the time capacity allocation made or service  
 available, whichever occurs first.

Service Charge: \$ 242.40 per month based upon \$ 10.10 per month per EDU beginning when service is utilized. This Service Charge reflects the currently approved rate and is subject to change.

**Water Supply Fee:** \$ N/A per EDU for developments without supply (wells) that utilize the public water system payable at the time a connection permit is issued or when the original developer sells the lot(s), whichever occurs first.

**Water Storage Fee:** \$ N/A per EDU. For developments without storage facilities that utilize the public water system payable at the time a connection permit is issued or when the original developer sells the lot(s), whichever occurs first.

**FIFTH:** The Developer shall construct all of the facilities set forth in Exhibit A and/or B of this document, according to the schedule and in the phase or phases of construction indicated therein, and that in the case of multi-phased projects, no phase beyond the first shall be commenced, until the facilities constructed under all previous phases have been approved and accepted by the Commission.

**SIXTH:** The Developer shall construct the facilities in accordance with final plans and specification, and any amendments thereto, submitted to and approved by the Commission. Further, no work in connection with the construction of the facilities shall be commenced prior to the time the Commission has approved said final plans and specification and the developer has applied for and secured from the Commission as permit authorizing such construction. Within sixty days after the construction of any phase is completed, a completed set of "As-Built" drawings shall be submitted to the Commission.

**SEVENTH:** The Developer shall make available the property being improved to any duly authorized representative of the Commission at all reasonable times for the purpose of inspecting the construction of the facilities.

**EIGHTH:** Upon completion and acceptance by the Commission of the facilities as set forth in paragraph SECOND above, the Developer when requested so to do by the Commission, agrees to convey all of the facilities with the appropriate sites, easement, and rights-of-way to the Commission for the nominal sum of One Dollar (\$1.00) and to provide all documentation and assurances of title as are requested by the Commission in connection with said proposed conveyances.

**NINTH:** No premises within the project to be connected to the facilities shall be occupied or used for any purpose whether or not sold by the Developer to others, unless and until such time as the facilities have been completed in accordance with the aforesaid plans, specification and schedule and have been inspected, approved and accepted by the Commission and the Developer so notified in writing by the Commission.

TENTH: In the event of a dispute between the parties as to the subject matter of this Agreement, the dispute can be submitted to arbitration if the parties hereto mutually agree, or in a court of competent jurisdiction within the State of Maryland and St. Mary's County.

ELEVENTH: This Agreement shall be binding on and insure to the benefit of the heirs, successors, personal representatives and assigns of the parties hereto.

TWELFTH: The Developer shall warrantee all mechanical, electrical and control facilities for a period of twelve months and all earthwork for a period of eighteen months after they have been conveyed to the Commission. Failure of any of the facilities to perform properly or meet the conditions of paragraph FIRST shall be corrected as soon as possible after notification by the Commission. Failure of facilities to perform due to neglect or misuse by the Commission will void appropriate portion of the warranties. The warranties shall cover the cost of labor, equipment, and materials needed to correct any problems with said facilities.

WITNESS the hands and seals of the parties hereto, this day of

ATTEST:

[Signature]  
Secretary

ST. MARY'S COUNTY METROPOLITAN COMMISSION

By [Signature]  
Chairman

ATTEST:

[Signature]

DEVELOPER / PROPERTY OWNERS

By [Signature]

By \_\_\_\_\_

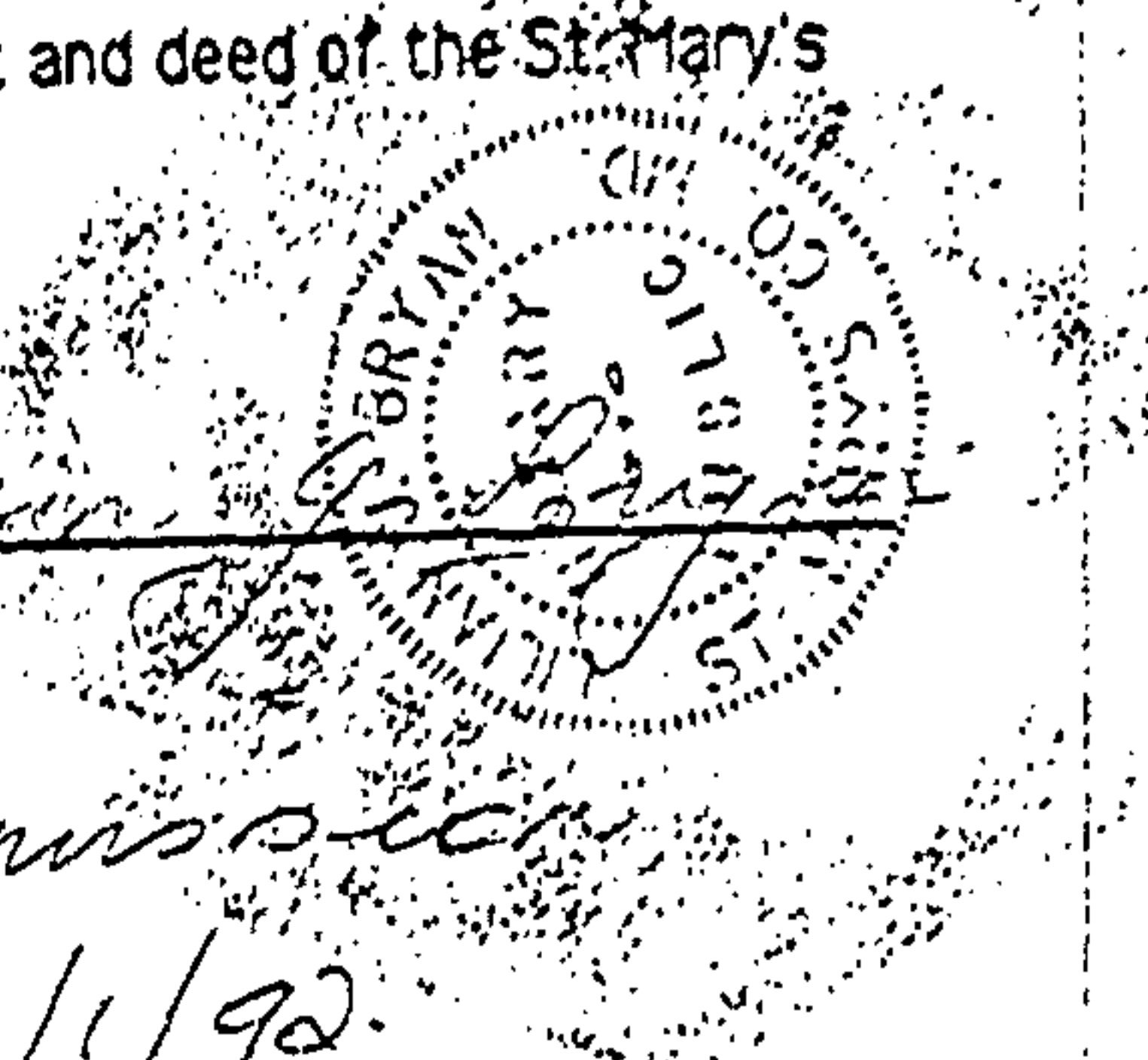
BY: N/A  
Mortgagor

STATE OF MARYLAND, COUNTY OF ST. MARY'S, to wit:

I HEREBY CERTIFY that on this 29th day of November, 1990 before me, a Notary Public in and for the County of St. Mary's aforesaid, personally appeared Frances P Eagan Chairman of the St. Mary's County Metropolitan Commission, and on behalf of said Commission did acknowledge the foregoing instrument to be the act and deed of the St. Mary's County Metropolitan Commission.

WITNESS my hand and Notarial Seal.

[Signature]  
Notary Public



My Commission expires 2/1/92.

BOOK 589 PAGE 272

LIBER 005 PAGE 262

STATE OF MARYLAND, COUNTY OF ST. MARY'S, to wit:

I HEREBY CERTIFY that on this *31st* day of *October*,  
1990 before me, the subscriber, a Notary Public in the county aforesaid, personally  
appeared *Norris Pyles* and that he/they acknowledged  
the foregoing Public Works Agreement to be his/their act.

WITNESS my hand and Notarial Seal.

*Lillian G. Pyle*  
Notary Public

*My commission*  
*expires 2/1/92*

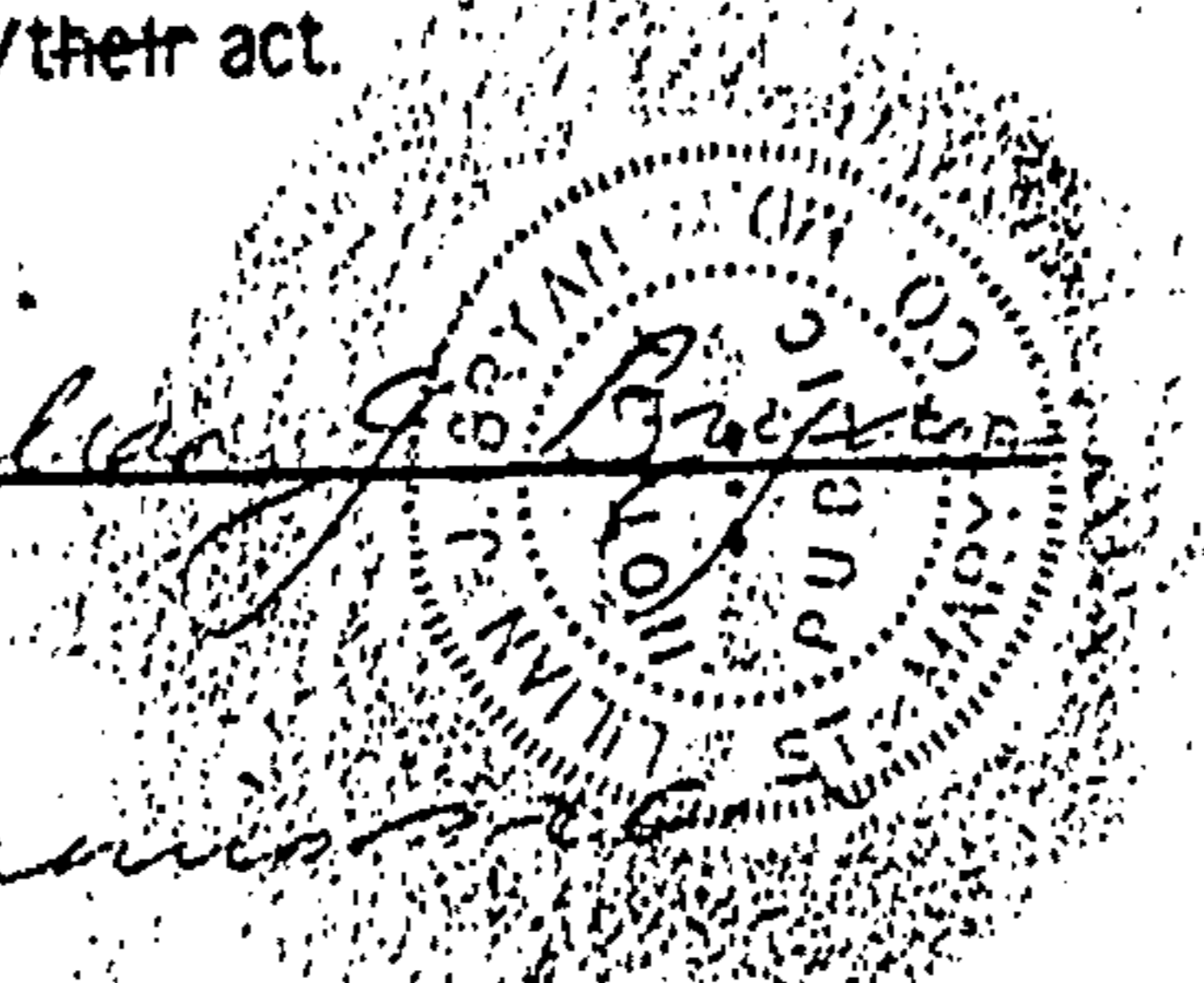


EXHIBIT A

STATEMENT OF  
PROPOSED WATER FACILITIES  
AND PHASING

PROJECT NAME: Heart's Desire, Cluster One TOTAL NO. OF PHASES: One  
DEVELOPER: Norris Pyles

PHASE 1

PLAT REF: Heart's Desire, Cluster One, Sect. 1 # OF LOTS TO BE SERVED: 24  
PROJECTED CONST. START DATE: November 1990  
PROJECTED CONST. COMPLETION DATE: April 1991  
FACILITIES TO BE CONSTRUCTED\*: Water pumping station, water storage tanks, and distribution facilities, to be transferred to METCOMM ownership upon satisfactory completion of work.  
COMMISSION PARTICIPATION\*\*: None

PHASE 2

PLAT REF: \_\_\_\_\_ # OF LOTS TO BE SERVED: \_\_\_\_\_  
PROJECTED CONST. START DATE: \_\_\_\_\_  
PROJECTED CONST. COMPLETION DATE: \_\_\_\_\_  
FACILITIES TO BE CONSTRUCTED\*: \_\_\_\_\_

COMMISSION PARTICIPATION\*\*: \_\_\_\_\_

PHASE 3

PLAT REF: \_\_\_\_\_ # OF LOTS TO BE SERVED: \_\_\_\_\_  
PROJECTED CONST. START DATE: \_\_\_\_\_  
PROJECTED CONST. COMPLETION DATE: \_\_\_\_\_  
FACILITIES TO BE CONSTRUCTED\*: \_\_\_\_\_

COMMISSION PARTICIPATION\*\*: \_\_\_\_\_

(INDICATE ADDITIONAL PHASES ON SEPARATE SHEETS AS NECESSARY.)

\* The facilities listed also include FOR WATER PUMPING STATIONS: wells, pumps, controls, generators, chlorinators, compressors, meters, valves, interior and exterior piping and appurtenances, together with all sites on which they are situate and 20' access to the same; FOR WATER STORAGE TANKS: Elevated storage tanks, standpipes, ground storage tanks, hydroneumatic tanks and surge tanks as required by the Commission, together with all sites on which they are situate and 20' access to the same; FOR DISTRIBUTION SYSTEMS: mains, fire hydrants, valves and valve boxes, fittings, blow offs, water house connections, water house service lines, curb stops, curb stop boxes, water meter settings and appurtenances, together with 20' permanent easements over the same for maintenance and modifications of and connection to these facilities; along with any and all other facilities or appurtenances which in any way could be construed as part of the water system.

BOOK 589 PAGE 274

LIBER 005 PAGE 264

\*\* In the event the Commission is to participate in the cost of construction, payment of the Commission's share will be made in increments consistent with the work in place.

Commission: FOE  
(Initials)  
Developer: [Signature]  
(Initials)

*Dick J. Works*

APR 29 1991 EVELYN W. ARNOLD, CLERK



**PUBLIC WORKS AGREEMENT**

**THIS AGREEMENT** by and between the ST. MARY'S COUNTY METROPOLITAN COMMISSION, hereinafter the "Commission" and St. Mary's County Department of Parks and Recreation hereinafter the "Developer".

**WHEREAS**, the Commission is responsible for all water and sewerage projects and in the eighth Sanitary District, and, 3:20PM04/15/91D PW AGR \$0.00

**WHEREAS**, the Developer is developing certain real property within the said Sanitary District known and described as St. Mary's County Regional Park and,

**WHEREAS**, the Developer, whether by requirement of the County or by choice desires to construct central water and sewer facilities, hereinafter the "facilities", to serve the aforementioned property, and,

**WHEREAS**, the Developer seeks the approval of the Commission for the construction of such facilities, and, 3:20PM04/15/91D MECDM \$0.00

**WHEREAS**, the Concept Plan for the aforementioned development has been submitted to and approved by the Board of County Commissioners of St. Mary's County or their duly appointed agent.

**NOW THEREFORE**, in consideration of the premises and of the mutual covenants and agreements herein, it is agreed by the parties as follows:

**FIRST:** The Developer shall design the facilities in accordance with the St. Mary's County Standard Specifications for Water and Sewerage Construction, the Comprehensive Water and Sewerage Plans for the St. Mary's County and any other rules, regulations, directives or special instructions issued by the Commission or the State and Federal Governments.

**SECOND:** The Developer shall submit a statement to be included as Exhibit A and/or B of this document, setting forth a proposed phasing for the construction of the facilities and a proposed schedule of completion for said phase or phases, said statement to be subject to the approval of the Commission. The Developer shall also submit an itemized engineer's estimate of the total cost to complete the facilities for each phase of the development as it occurs, such estimates also being subject to the approval of the Commission.

**THIRD:** On or before the signing of this Agreement by the parties, the Developer shall furnish a bond or bonds, the form and the surety or sureties thereof to be as approved by the Commission. Said bond shall be payable to the Commission, its successors and assigns in a sum equal to the aforesaid

engineering estimate for the cost of constructing the facilities, plus ten percent for contingencies, or the amount of the contract prices, whichever is higher, conditioned that the Developer shall well and truly perform and fulfill the covenants, conditions, stipulations and terms of this Agreement, such bond or bonds to be and remain in force until such time as the warrantee period on the completed facilities expires; it being understood that bonding may be accomplished incrementally in accordance with the phases and schedule established under paragraph SECOND above; it being further understood that alternatives to bonding, such as irrevocable letters of credit or irrevocable commitments of funds may be approved by the Commission.

**FOURTH:** The Developer shall pay to the Commission the following fees:

Review Fee: \$ N/A based upon \$ \_\_\_\_\_ per residential lot, and \$ \_\_\_\_\_ per commercial lot payable upon execution of this Agreement.

Inspection Fee: \$ N/A based upon 3% of construction estimate payable upon execution of this Agreement. Said amount shall be placed in an account by the Commission and shall be drawn upon from time to time to reimburse the Commission for the direct and indirect cost of said inspection service, and if said cost is less than the inspection fee initially collected, the remaining balance shall be returned to the developer or, if the final total inspection cost is more than the inspection fee initially collected, the developer shall pay to the Commission the difference. The Commission may, at its option, elect to have the responsibility for construction inspection and assurance that all work is performed in accordance with the approved plans and specifications remain with the developer and, accordingly, no fee will be charged. In this latter case, upon the project's completion, the developer shall provide to the Commission a Project Completed Certification, Attachment (C), signed by a professional engineer registered in the State of Maryland.

Connection Charges: \$ 1,416.24 based upon \$ 708.12 per meter payable upon execution of this Agreement.

Debt Serve Charge: \$ N/A per month based upon \_\_\_\_\_ front feet at \$ \_\_\_\_\_ front foot per year payment beginning at the time capacity allocation made or service available, whichever occurs first.

Service Charge: \$ 35.78 per month based upon \$ 8.25 (w) & \$ 9.64 (s) per month per EDU beginning when service is utilized. This Service Charge reflects the currently approved rate and is subject to change.

Water Supply Fee: \$ N/A per EDU for developments without supply (wells) that utilize the public water system payable at the time a connection permit is issued or when the original developer sells the lot(s), whichever occurs first.

Water Storage Fee: \$ N/A per EDU. For developments without storage facilities that utilize the public water system payable at the time a connection permit is issued or when the original developer sells the lot(s), whichever occurs first.

**FIFTH:** The Developer shall construct all of the facilities set forth in Exhibit A and/or B of this document, according to the schedule and in the phase or phases of construction indicated therein, and that in the case of multi-phased projects, no phase beyond the first shall be commenced, until the facilities constructed under all previous phases have been approved and accepted by the Commission.

**SIXTH:** The Developer shall construct the facilities in accordance with final plans and specification, and any amendments thereto, submitted to and approved by the Commission. Further, no work in connection with the construction of the facilities shall be commenced prior to the time the Commission has approved said final plans and specification and the developer has applied for and secured from the Commission as permit authorizing such construction. Within sixty days after the construction of any phase is completed, a completed set of "As-Built" drawings shall be submitted to the Commission.

**SEVENTH:** The Developer shall make available the property being improved to any duly authorized representative of the Commission at all reasonable times for the purpose of inspecting the construction of the facilities.

**EIGHTH:** Upon completion and acceptance by the Commission of the facilities as set forth in paragraph SECOND above, the Developer when requested so to do by the Commission, agrees to convey all of the facilities with the appropriate sites, easement, and rights-of-way to the Commission for the nominal sum of One Dollar (\$1.00) and to provide all documentation and assurances of title as are requested by the Commission in connection with said proposed conveyances.

**NINTH:** No premises within the project to be connected to the facilities shall be occupied or used for any purpose whether or not sold by the Developer to others, unless and until such time as the facilities have been completed in accordance with the aforesaid plans, specification and schedule and have been inspected, approved and accepted by the Commission and the Developer so notified in writing by the Commission.

TENTH: In the event of a dispute between the parties as to the subject matter of this Agreement, the dispute can be submitted to arbitration if the parties hereto mutually agree, or in a court of competent jurisdiction within the State of Maryland and St. Mary's County.

ELEVENTH: This Agreement shall be binding on and insure to the benefit of the heirs, successors, personal representatives and assigns of the parties hereto.

TWELFTH: The Developer shall warrantee all mechanical, electrical and control facilities for a period of twelve months and all earthwork for a period of eighteen months after they have been conveyed to the Commission. Failure of any of the facilities to perform properly or meet the conditions of paragraph FIRST shall be corrected as soon as possible after notification by the Commission. Failure of facilities to perform due to neglect or misuse by the Commission will void appropriate portion of the warranties. The warranties shall cover the cost of labor, equipment, and materials needed to correct any problems with said facilities.

WITNESS the hands and seals of the parties hereto, this day of

ATTEST: ST. MARYS COUNTY METROPOLITAN COMMISSION  
*[Signature]* Secretary By *[Signature]* Chairman

ATTEST: DEVELOPER / PROPERTY OWNERS  
*[Signature]* By *[Signature]*  
BY \_\_\_\_\_  
BY \_\_\_\_\_  
Mortgagor

STATE OF MARYLAND, COUNTY OF ST. MARY'S, to wit:  
I HEREBY CERTIFY that on this 10th day of January, 1992 before me, a Notary Public in and for the County of St. Mary's aforesaid, personally appeared *Francis P. Egan* Chairman of the St. Mary's County Metropolitan Commission, and on behalf of said Commission did acknowledge the foregoing instrument to be the act and deed of the St. Mary's County Metropolitan Commission.

WITNESS my hand and Notarial Seal.

*[Signature]*  
Notary Public

*my commission expires 2/1/92.*

BOOK 588 PAGE 279

LIBER 005 PAGE 269

STATE OF MARYLAND, COUNTY OF ST. MARY'S, to wit:

I HEREBY CERTIFY that on this 5<sup>th</sup> day of November  
1990 before me, the subscriber, a Notary Public in the county aforesaid,  
personally appeared JOHN V. BAGGETT and that he/they  
acknowledged the foregoing Public Works Agreement to be his/their act.

WITNESS my hand and Notarial Seal.

Barbara J. Clark  
Notary Public



My Commission Expires March 1, 1994

EXHIBIT A  
STATEMENT OF  
PROPOSED WATER FACILITIES  
AND PHASING

PROJECT NAME: St. Mary's County Regional Park TOTAL NO. OF PHASES: One  
DEVELOPER: St. Mary's County Department of Parks and Recreation

PHASE 1

PLAT REF: St. Mary's County Regional Park \* OF LOTS TO BE SERVED: One  
PROJECTED CONST. START DATE: November 1990  
PROJECTED CONST. COMPLETION DATE: August 1991  
FACILITIES TO BE CONSTRUCTED\*: Water distribution system to serve park  
METCOMM to own all facilities from MD Rt. 237 to 8" X 6" Tee where meters are to  
be installed.  
COMMISSION PARTICIPATION\*\*: None

PHASE 2

PLAT REF: \_\_\_\_\_ \* OF LOTS TO BE SERVED: \_\_\_\_\_  
PROJECTED CONST. START DATE: \_\_\_\_\_  
PROJECTED CONST. COMPLETION DATE: \_\_\_\_\_  
FACILITIES TO BE CONSTRUCTED\*: \_\_\_\_\_  
\_\_\_\_\_  
COMMISSION PARTICIPATION\*\*: \_\_\_\_\_

PHASE 3

PLAT REF: \_\_\_\_\_ \* OF LOTS TO BE SERVED: \_\_\_\_\_  
PROJECTED CONST. START DATE: \_\_\_\_\_  
PROJECTED CONST. COMPLETION DATE: \_\_\_\_\_  
FACILITIES TO BE CONSTRUCTED\*: \_\_\_\_\_  
\_\_\_\_\_  
COMMISSION PARTICIPATION\*\*: \_\_\_\_\_

(INDICATE ADDITIONAL PHASES ON SEPARATE SHEETS AS NECESSARY.)

\* The facilities listed also include FOR WATER PUMPING STATIONS: wells, pumps, controls, generators, chlorinators, compressors, meters, valves, interior and exterior piping and appurtenances, together with all sites on which they are situate and 20' access to the same; FOR WATER STORAGE TANKS: Elevated storage tanks, standpipes, ground storage tanks, hydroneumatic tanks and surge tanks as required by the Commission, together with all sites on which they are situate and 20' access to the same; FOR DISTRIBUTION SYSTEMS: mains, fire hydrants, valves and valve boxes, fittings, blow offs, water house connections; water house service lines, curb stops, curb stop boxes, water meter settings and appurtenances, together with 20' permanent easements over the same for maintenance and modifications of and connection to these facilities; along with any and all other facilities or appurtenances which in any way could be construed as part of the water system.

BOOK 589 PAGE 281

LIBER 005 PAGE 271

\*\* In the event the Commission is to participate in the cost of construction, payment of the Commission's share will be made in increments consistent with the work in place.

Commission:

*L. P. Egan*  
\_\_\_\_\_  
(Initials)

Developer:

*John V. Bayard*  
\_\_\_\_\_  
(Initials)

EXHIBIT B

STATEMENT OF  
PROPOSED SEWERAGE FACILITIES  
AND PHASING

PROJECT NAME: St. Mary's County Regional Park TOTAL NO. OF PHASES: One  
DEVELOPER: St. Mary's County Department of Parks and Recreation

PHASE 1

PLAT REF: St. Mary's County Regional Park # OF LOTS TO BE SERVED: One  
PROJECTED CONST. START DATE: November 1990  
PROJECTED CONST. COMPLETION DATE: August 1991  
FACILITIES TO BE CONSTRUCTED\*: Wastewater collection system to serve park.  
METCOMM to own from MD Rt. 237 to Manhole # 110-12.  
COMMISSION PARTICIPATION\*\*: None

PHASE 2

PLAT REF: \_\_\_\_\_ # OF LOTS TO BE SERVED: \_\_\_\_\_  
PROJECTED CONST. START DATE: \_\_\_\_\_  
PROJECTED CONST. COMPLETION DATE: \_\_\_\_\_  
FACILITIES TO BE CONSTRUCTED\*: \_\_\_\_\_  
\_\_\_\_\_  
COMMISSION PARTICIPATION\*\*: \_\_\_\_\_

PHASE 3

PLAT REF: \_\_\_\_\_ # OF LOTS TO BE SERVED: \_\_\_\_\_  
PROJECTED CONST. START DATE: \_\_\_\_\_  
PROJECTED CONST. COMPLETION DATE: \_\_\_\_\_  
FACILITIES TO BE CONSTRUCTED\*: \_\_\_\_\_  
\_\_\_\_\_  
COMMISSION PARTICIPATION\*\*: \_\_\_\_\_

(INDICATE ADDITIONAL PHASES ON SEPARATE SHEETS AS NECESSARY.)

\* The facilities also include for WASTEWATER PUMPING STATIONS: pumps, wet wells, generators, compressors, meters, valves, interior and exterior piping and appurtenances, together with all sites on which they are situated and 20' access to the same. FOR WASTEWATER TREATMENT PLANTS: Storage lagoons, physical plants influent and effluent lines, lift stations, generators, together with all sites on which they are situated and 20' access to the same; FOR COLLECTION SYSTEMS: collector and lateral sewers, interceptor sewers, force mains, sewer house service lines, air release valves, house connections, together with 20' permanent easements over the same for maintenance and modification of connection to these facilities; along with any and all other facilities or appurtenances which in any way could be construed as part of the sewerage system.



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LIBER 005 PAGE 273

\*\* In the event the Commission is to participate in the cost of construction, payment of the Commission's share will be made in increments consistent with the work in place.

Commission: SPC  
(Initials)  
Developer: JWS  
(Initials)

*John P. Workes*

FEB 18 1992

EVELYN W. ARNOLD, CLERK

PUBLIC WORKS AGREEMENT 1:01PM01/16/92A CO.COM \$0.00

1:01PM01/16/92A NECOM \$0.00

**THIS AGREEMENT** by and between the ST. MARY'S COUNTY METROPOLITAN COMMISSION, hereinafter the "Commission" and James Dobry hereinafter the "Developer".

**WHEREAS**, the Commission is responsible for all water and sewerage projects in the eighth Sanitary District, and,

**WHEREAS**, the Developer is developing certain real property within the said Sanitary District known and described as Hayden Green and,

**WHEREAS**, the Developer, whether by requirement of the County or by choice desires to construct central water and sewerage facilities, hereinafter the "facilities", to serve the aforementioned property, and,

**WHEREAS**, the Developer seeks the approval of the Commission for the construction of such facilities, and,

**WHEREAS**, the Concept Plan for the aforementioned development has been submitted to and approved by the Board of County Commissioners of St. Mary's County or their duly appointed agent.

**NOW THEREFORE**, in consideration of the premises and of the mutual covenants and agreements herein, it is agreed by the parties as follows:

**FIRST:** The Developer shall design the facilities in accordance with the St. Mary's County Standard Specifications for Water and Sewerage Construction, the Comprehensive Water and Sewerage Plans for St. Mary's County and any other rules, regulations, directives or special instructions issued by the Commission for the State and Federal Governments.

**SECOND:** The Developer shall submit a statement to be included as Exhibit A and/or B of this document, setting forth a proposed phasing for the construction of the facilities and a proposed schedule of completion for said phase or phases, said statement to be subject to the approval of the Commission. The Developer shall also submit an itemized engineer's estimate of the total cost to complete the facilities for each phase of the development as it occurs, such estimates also being subject to the approval of the Commission.

**THIRD:** On or before the signing of this Agreement by the parties, the Developer shall furnish a bond or bonds, the form of surety or sureties thereof to be as approved by the Commission. Said bond shall be payable to the Commission, its successors and assigns in a sum equal to the aforesaid engineering estimate for the cost of constructing the facilities, plus ten percent for contingencies, or the amount of the contract prices, whichever is higher, conditioned that the Developer shall well and truly perform and fulfill the

covenants, conditions, stipulations and terms of this Agreement, such bond or bonds to be and remain in force until such time as the warrantee period on the completed facilities expires; it being understood that bonding may be accomplished incrementally in accordance with the phases and schedule established under paragraph SECOND above; it being further understood that alternatives to bonding, such as Irrevocable letters of credit or Irrevocable commitments of funds may be approved by the Commission.

**FOURTH:** The Developer shall pay to the Commission the following fees:

Review Fee: \$ 4,350.00 based upon \$ 75.00 per residential lot, and  
\$ N/A per commercial lot payable upon execution of this Agreement.

Inspection Fee: \$ 4,163.40 based upon 3% of the Bond or Letter of Credit payable upon execution of this Agreement. Said amount shall be placed in an account by the Commission and shall be drawn upon from time to time to reimburse the Commission for the direct and indirect cost of said inspection service, and if said cost is less than the inspection fee initially collected, the remaining balance shall be returned to the developer or, if the final total inspection cost is more than the inspection fee initially collected, the developer shall pay to the Commission the difference. The Commission may, at its option, elect to have the responsibility for construction inspection and assurance that all work is performed in accordance with the approved plans and specifications remain with the developer and, accordingly, no fee will be charged. In this latter case, upon the project's completion, the developer shall provide to the Commission a Project Completed Certification, Attachment (C), signed by a professional engineer registered in the State of Maryland.

Debt Serve Charge: \$ 497.83 per month based upon 2900 front feet at \$ 2.06 front foot per year payment beginning at the time capacity allocation made or service available, whichever occurs first.

Service Charge: \$ 1,037.62 per month based upon \$ 17.89 per month per EDU beginning when service is utilized. This Service Charge reflects the currently approved rate and is subject to change.

The Developer and Commission agree that there is a dispute among them as to the applicability of the Review and Inspection fees provided for herein based on the interpretation of the Settlement Agreement dated June 5, 1989. The only other charges applicable, pursuant to the Agreement of June 5, 1989, are as set forth in the Agreement. It is agreed that by execution of this Agreement, Developer does not waive any argument that he may have as to any fee provided for herein. If the parties do not agree, a Declaratory Judgment action will be filed with the Court of applicable jurisdiction and both parties will be bound by the ultimate judicial interpretation, including any appeal. Developer will not be required to pay a disputed charge until that time.

Water Supply Fees: \$ N/A per EDU for developments without supply (wells) that utilize the public water system, payable at the time a connection permit is issued or when the original Developer sells the lot(s), whichever occurs first.

Water Storage Fees: \$ N/A per EDU for developments without storage facilities that utilize the public water system, payable at the time a connection permit is issued or when the original Developer sells the lot(s), whichever occurs first.

**FIFTH:** The Developer shall construct all of the facilities set forth in Exhibit A and/or B of this document, according to the schedule and in the phase or phases of construction indicated therein, and that in the case of multi-phased projects, no phase beyond the first shall be commenced, until the facilities constructed under all previous phases have been approved and accepted by the Commission.

**SIXTH:** The Developer shall construct the facilities in accordance with final plans and specifications, and any amendments thereto, submitted to and approved by the Commission. Further, no work in connection with the construction of the facilities shall be commenced prior to the time the Commission has approved said final plans and specifications and the Developer has applied for and secured from the Commission a permit authorizing such construction. Within sixty days after the construction of any phase is completed, a completed set of "As-Built" drawings shall be submitted to the Commission.

**SEVENTH:** The Developer shall make available the property being improved to any duly authorized representative of the Commission at all reasonable times for the purpose of inspecting the construction of the facilities.

**EIGHTH:** Upon completion and acceptance by the Commission of the facilities as set forth in paragraph SECOND above, the Developer, when requested to do so by the Commission, agrees to convey all of the facilities with the appropriate sites, easements, and rights-of-way to the Commission for the nominal sum of One Dollar (\$1.00) and to provide all documentation and assurances of title as are requested by the Commission in connection with said proposed conveyances.

**NINTH:** No premises within the project to be connected to the facilities shall be occupied or used for any purpose whether or not sold by the Developer to others, unless and until such time as the facilities have been completed in accordance with the aforesaid plans, specifications and schedule and have been inspected, approved and accepted by the Commission and the Developer so notified in writing by the Commission.

TENTH: In the event of a dispute between the parties as to the subject matter of this Agreement, the dispute can be submitted to arbitration if the parties hereto mutually agree, or in a court of competent jurisdiction within the State of Maryland and St. Mary's County.

ELEVENTH: This Agreement shall be binding on and insure to the benefit of the heirs, successors, personal representatives and assigns of the parties hereto.

TWELFTH: The Developer shall warrantee all mechanical, electrical and control facilities for a period of twelve months and all earthwork for a period of eighteen months after they have been conveyed to the Commission. Failure of any of the facilities to perform properly or meet the conditions of paragraph FIRST shall be corrected as soon as possible after notification by the Commission. Failure of facilities to perform due to neglect or misuse by the Commission will void appropriate portion of the warranties. The warranties shall cover the cost of labor, equipment, and materials needed to correct any problems with said facilities.

WITNESS the hands and seals of the parties hereto, this day of

ATTEST: ST. MARY'S COUNTY METROPOLITAN COMMISSION  
Alvin S. King Secretary By Francis P. Eagan Chairman

ATTEST: DEVELOPER / PROPERTY OWNERS  
Mary Ann Johnson By James H. Long  
By \_\_\_\_\_  
By N/A Mortgagor

STATE OF MARYLAND, COUNTY OF ST. MARY'S, to wit:  
I HEREBY CERTIFY that on this 4<sup>th</sup> day of April, 1991, before me, a Notary Public in and for the County of St. Mary's aforesaid personally appeared Francis P. Eagan, Chairman of the St. Mary's County Metropolitan Commission, and on behalf of said Commission did acknowledge the foregoing instrument to be the act and deed of the St. Mary's County Metropolitan Commission.

WITNESS my hand and Notarial Seal.

Lillian G. Bryan  
Notary Public

my commission expires 2/1/92.

LIBER 005 278

BOOK 647 PAGE 0020

STATE OF MARYLAND, COUNTY OF ST. MARY'S, to wit:

I HEREBY CERTIFY that on this 28th day of January, 1991, before me, the subscriber, a Notary Public in the county aforesaid, personally appeared James Odry and that he/she/they acknowledged the foregoing Public Works Agreement to be his/her/their act.

WITNESS my hand and Notarial Seal.

*Lillian G. Payne*  
Notary Public

*My commission expires 2/1/92.*

USER 005 279

BOOK 647 PAGE 0021

EXHIBIT A

STATEMENT OF  
PROPOSED WATER FACILITIES  
AND PHASING

PROJECT NAME: Hayden Green  
DEVELOPER: James Dobry

TOTAL # OF PHASES: 1

PHASE 1

PLAT REF: Hayden Green

# LOTS TO BE SERVED: 58

PROJECTED CONSTRUCTION START DATE: 12/30/90

PROJECTED CONSTRUCTION COMPLETION DATE: 6/30/91

FACILITIES TO BE CONSTRUCTED\*: Water distribution system and service lines to be built to serve 58 townhouses. Distribution system to be owned and operated by this Commission after completion.

COMMISSION PARTICIPATION: None

PHASE 2

PLAT REF:

# LOTS TO BE SERVED:

PROJECTED CONSTRUCTION START DATE:

PROJECTED CONSTRUCTION COMPLETION DATE:

FACILITIES TO BE CONSTRUCTED\*:

COMMISSION PARTICIPATION:

PHASE 3

PLAT REF:

# LOTS TO BE SERVED:

PROJECTED CONSTRUCTION START DATE:

PROJECTED CONSTRUCTION COMPLETION DATE:

FACILITIES TO BE CONSTRUCTED\*:

COMMISSION PARTICIPATION:

(INDICATE ADDITIONAL PHASES ON SEPARATE SHEETS AS NECESSARY.)

\*The facilities listed also include FOR WATER PUMPING STATIONS: wells, pumps, controls, generators, chlorinators, compressors, meters, valves, interior and exterior piping and appurtenances, together with all sites on which they are situate and 20' access to the same; FOR WATER STORAGE TANKS: Elevated storage tanks, standpipes, ground storage tanks, hydroneumatic tanks and surge tanks as required by the Commission, together with all sites on which they are situate and

20' access to the same: FOR DISTRIBUTION SYSTEMS: Mains, fire hydrants, valves and valve boxes, fittings, blow offs, water house connections, water house service lines, curb stops, curb stop boxes, water meter settings and appurtenances, together with 20' permanent easements over the same for maintenance and modifications of and connection to these facilities; along with any and all other facilities or appurtenances which in any way could be construed as part of the water system.

\*\* In the event the Commission is to participate in the cost of construction, payment of the Commission's share will be made in increments consistent with the work in place.

Commission: SPC  
(initials)

Developer: [Signature]  
(Initials)



EXHIBIT B

STATEMENT OF  
PROPOSED SEWERAGE FACILITIES  
AND PHASING

PROJECT NAME: Hayden Green  
DEVELOPER: James Dobry

TOTAL # OF PHASES: 1

PHASE 1

PLAT REF. Hayden Green

\* LOTS TO BE SERVED: 58

PROJECTED CONSTRUCTION START DATE: 12/30/90

PROJECTED CONSTRUCTION COMPLETION DATE: 6/30/91

FACILITIES TO BE CONSTRUCTED\*: Wastewater collection system and service lines to serve 58 townhouses. Collection system to be owned and operated by this Commission after completion

COMMISSION PARTICIPATION: None

PHASE 2

PLAT REF:

\* LOTS TO BE SERVED:

PROJECTED CONSTRUCTION START DATE:

PROJECTED CONSTRUCTION COMPLETION DATE:

FACILITIES TO BE CONSTRUCTED\*:

COMMISSION PARTICIPATION:

PHASE 3

PLAT REF:

\* LOTS TO BE SERVED:

PROJECTED CONSTRUCTION START DATE:

PROJECTED CONSTRUCTION COMPLETION DATE:

FACILITIES TO BE CONSTRUCTED\*:

COMMISSION PARTICIPATION:

(INDICATE ADDITIONAL PHASES ON SEPARATE SHEETS AS NECESSARY.)

\* The facilities also include for WASTEWATER PUMPING STATIONS: pumps, wet wells, generators, compressors, meters, valves, interior and exterior piping and appurtenances, together with all sites on which they are situated and 20' access to the same. FOR WASTEWATER TREATMENT PLANTS: Storage lagoons, physical plants influent and effluent lines, lift stations, generators, together with all sites on which they are situated and 20' access to the same; FOR COLLECTION SYSTEMS: Collector and lateral sewers, interceptor sewers, force mains, sewer house

service lines, air release valves, house connections, together with 20' permanent easements over the same for maintenance and modification of connection to these facilities; along with any and all other facilities or appurtenances which in any way could be construed as part of the sewerage system.

\*\* In the event the Commission is to participate in the cost of construction, payment of the Commission's share will be made in increments consistent with the work in place.

Commission:     *SPC*      
(Initials)

Developer:     *JD*      
(Initials)

*Del. Liz Sherman*

JAN 20 1992

EVELYN W. ARNOLD, CLERK

**PUBLIC WORKS AGREEMENT**

**THIS AGREEMENT** by and between the ST. MARY'S COUNTY METROPOLITAN COMMISSION, hereinafter the "Commission" and WILDERNESS RUN VENTURES, INC. hereinafter the "Developer".

1:01PM01/16/92A CO.COM \$0.00  
1:01PM01/16/92A MECOM \$0.00

**WHEREAS**, the Commission is responsible for all water and sewerage projects in the fourth Sanitary District, and,

**WHEREAS**, the Developer is developing certain real property within the said Sanitary District known and described as Wilderness Cluster, Sect. 2 and,

**WHEREAS**, the Developer, whether by requirement of the County or by choice desires to construct central water facilities, hereinafter the "facilities", to serve the aforementioned property, and,

**WHEREAS**, the Developer seeks the approval of the Commission for the construction of such facilities, and,

**WHEREAS**, the Concept Plan for the aforementioned development has been submitted to and approved by the Board of County Commissioners of St. Mary's County or their duly appointed agent.

**NOW THEREFORE**, in consideration of the premises and of the mutual covenants and agreements herein, it is agreed by the parties as follows:

**FIRST:** The Developer shall design the facilities in accordance with the St. Mary's County Standard Specifications for Water and Sewerage Construction, the Comprehensive Water and Sewerage Plans for St. Mary's County and any other rules, regulations, directives or special instructions issued by the Commission for the State and Federal Governments.

**SECOND:** The Developer shall submit a statement to be included as Exhibit A and/or B of this document, setting forth a proposed phasing for the construction of the facilities and a proposed schedule of completion for said phase or phases, said statement to be subject to the approval of the Commission. The Developer shall also submit an itemized engineer's estimate of the total cost to complete the facilities for each phase of the development as it occurs, such estimates also being subject to the approval of the Commission.

**THIRD:** On or before the signing of this Agreement by the parties, the Developer shall furnish a bond or bonds, the form of surety or sureties thereof to be as approved by the Commission. Said bond shall be payable to the Commission, its successors and assigns in a sum equal to the aforesaid engineering estimate for the cost of constructing the facilities, plus ten percent for contingencies, or the amount of the contract prices, whichever is higher, conditioned that the Developer shall well and truly perform and fulfill the

covenants, conditions, stipulations and terms of this Agreement, such bond or bonds to be and remain in force until such time as the warrantee period on the completed facilities expires; it being understood that bonding may be accomplished incrementally in accordance with the phases and schedule established under paragraph SECOND above; it being further understood that alternatives to bonding, such as Irrevocable Letters of Credit or Irrevocable Commitments of Funds may be approved by the Commission.

**FOURTH:** The Developer shall pay to the Commission the following fees:

Review Fees: \$ 1305.00 based upon \$ 45.00 per residential lot,  
and, \$ N/A per commercial lot payable upon execution of  
this Agreement.

Inspection Fees: \$ 4641.95 based upon 3% of the Bond or Letter of Credit payable upon execution of this Agreement. Said amount shall be placed in an account by the Commission and shall be drawn upon from time to time to reimburse the Commission for the direct and indirect cost of said inspection service, and if said cost is less than the inspection fee initially collected, the remaining balance shall be returned to the Developer or, if the final total inspection cost is more than the inspection fee initially collected, the Developer shall pay to the Commission the difference. The Commission may, at its option, elect to have the responsibility for construction inspection and assurance that all work is performed in accordance with the approved plans and specifications remain with the Developer and, accordingly, no fee will be charged. In this latter case, upon the project's completion, the Developer shall provide to the Commission a Project Completed Certification, Attachment (C), signed by a professional engineer registered in the State of Maryland.

Connection Charges: \$ 2610.00 based upon \$ 90.00 per connection upon execution of this Agreement or the time a connection permit is issued.

Debt Serve Charge: \$ 0.00 per month based upon N/A front feet at \$ N/A front foot per year payment beginning at the time capacity allocation is made or service available, whichever occurs first.

Service Charge: \$ 461.10 per month based upon \$ 15.90 per month per EDU beginning when service is utilized. This Service Charge reflects the currently approved rate and is subject to change.

Water Supply Fees: \$ N/A per EDU for developments without supply (wells) that utilize the public water system, payable at the time a connection permit is issued or when the original Developer sells the lot(s), whichever occurs first.

Water Storage Fees: \$ N/A per EDU for developments without storage facilities that utilize the public water system, payable at the time a connection permit is issued or when the original Developer sells the lot(s), whichever occurs first.

**FIFTH:** The Developer shall construct all of the facilities set forth in Exhibit A and/or B of this document, according to the schedule and in the phase or phases of construction indicated therein, and that in the case of multi-phased projects, no phase beyond the first shall be commenced, until the facilities constructed under all previous phases have been approved and accepted by the Commission.

**SIXTH:** The Developer shall construct the facilities in accordance with final plans and specifications, and any amendments thereto, submitted to and approved by the Commission. Further, no work in connection with the construction of the facilities shall be commenced prior to the time the Commission has approved said final plans and specifications and the Developer has applied for and secured from the Commission a permit authorizing such construction. Within sixty days after the construction of any phase is completed, a completed set of "As-Built" drawings shall be submitted to the Commission.

**SEVENTH:** The Developer shall make available the property being improved to any duly authorized representative of the Commission at all reasonable times for the purpose of inspecting the construction of the facilities.

**EIGHTH:** Upon completion and acceptance by the Commission of the facilities as set forth in paragraph SECOND above, the Developer, when requested to do so by the Commission, agrees to convey all of the facilities with the appropriate sites, easements, and rights-of-way to the Commission for the nominal sum of One Dollar (\$1.00) and to provide all documentation and assurances of title as are requested by the Commission in connection with said proposed conveyances.

**NINTH:** No premises within the project to be connected to the facilities shall be occupied or used for any purpose whether or not sold by the Developer to others, unless and until such time as the facilities have been completed in accordance with the aforesaid plans, specifications and schedule and have been inspected, approved and accepted by the Commission and the Developer so notified in writing by the Commission.

TENTH: In the event of a dispute between the parties as to the subject matter of this Agreement, the dispute can be submitted to arbitration if the parties hereto mutually agree, or in a court of competent jurisdiction within the State of Maryland and St. Mary's County.

ELEVENTH: This Agreement shall be binding on and insure to the benefit of the heirs, successors, personal representatives and assigns of the parties hereto.

TWELFTH: The Developer shall warrantee all mechanical, electrical and control facilities for a period of twelve months and all earthwork for a period of eighteen months after they have been conveyed to the Commission. Failure of any of the facilities to perform properly or meet the conditions of paragraph FIRST shall be corrected as soon as possible after notification by the Commission. Failure of facilities to perform due to neglect or misuse by the Commission will void appropriate portion of the warranties. The warranties shall cover the cost of labor, equipment, and materials needed to correct any problems with said facilities.

WITNESS the hands and seals of the parties hereto, this day of

ATTEST: ST. MARY'S COUNTY METROPOLITAN COMMISSION  
Edward Lewis By Francis P. Eagan  
Secretary Chairman

WITNESS: DEVELOPER / PROPERTY OWNERS  
Francis Duke By Robert C. Combs  
WILDERNESS RUN VENTURES, INC.  
Robert C. Combs, President

ATTEST: POTOMAC SAVINGS BANK, F.S.B.  
Nancy Coburn By Sharon Kupper  
Mortgagor

STATE OF MARYLAND, COUNTY OF ST. MARY'S, to wit:  
I HEREBY CERTIFY that on this 30th day of May, 1991, before me, a Notary Public in and for the County of St. Mary's aforesaid personally appeared Francis P. Eagan, Chairman of the St. Mary's County Metropolitan Commission, and on behalf of said Commission did acknowledge the foregoing instrument to be the act and deed of the St. Mary's County Metropolitan Commission.

WITNESS my hand and Notarial Seal

Lillian G. Bryan  
Notary Public



my commission expires 2/1/92.

STATE OF MARYLAND  
COUNTY OF ST. MARY'S

I HEREBY CERTIFY that on this 27<sup>th</sup> day of May, 1991  
before me, the subscriber, a Notary Public in the county  
aforesaid, personally appeared Robert C. Combs and that he  
acknowledged the foregoing Public Works Agreement to be  
his act.

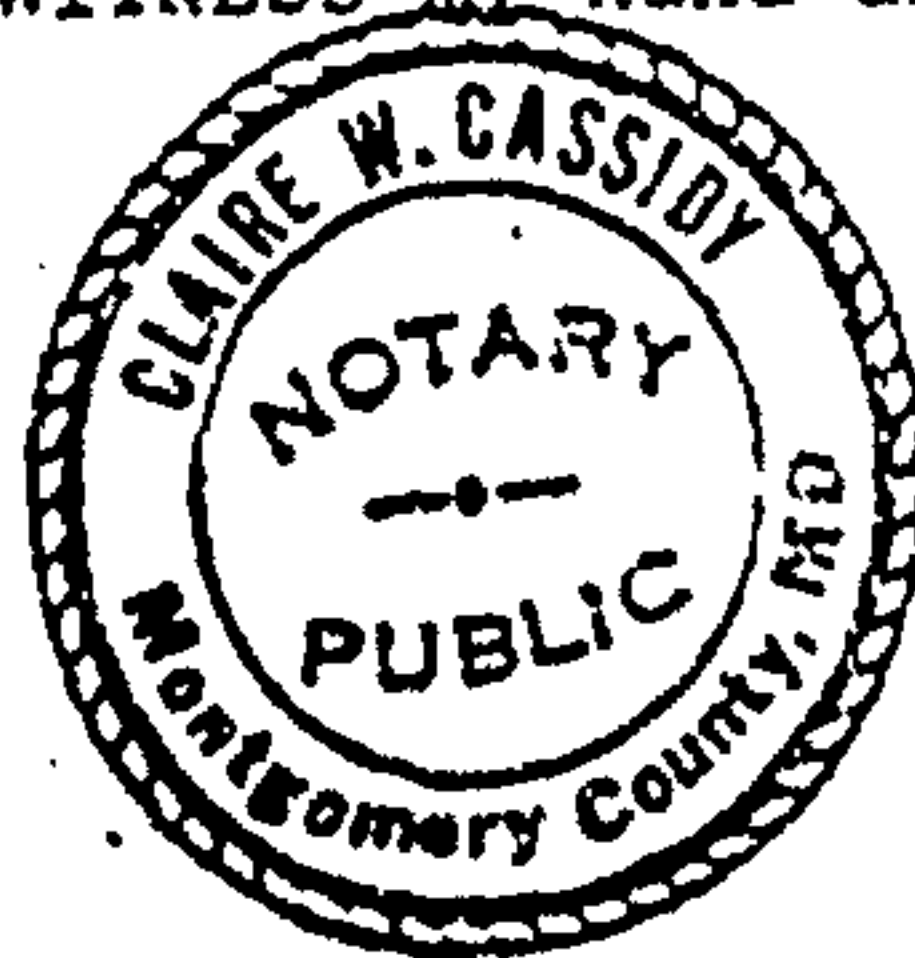
WITNESS my hand and Notarial Seal.

*Francis H. Duke*  
Notary Public  
My Commission expires: 9/1/92

STATE OF MARYLAND  
COUNTY OF MONTGOMERY

I HEREBY CERTIFY that on this 28 day of May, 1991  
before me, the subscriber, a Notary Public in the county  
aforesaid, personally appeared *Theron Liggins* and that he/she  
acknowledged the foregoing Public Works Agreement to be his/her  
act.

WITNESS my hand and Notarial Seal.



*Claire W. Cassidy*  
Notary Public  
My Commission expires: 9/27/93

LIBER 005 288

EXHIBIT A

BOOK 647 PAGE 0030

STATEMENT OF  
PROPOSED WATER FACILITIES  
AND PHASING

PROJECT NAME: Wilderness Cluster, Sect. 2  
DEVELOPER: PSB Redgate, Inc. a Maryland Corp.

TOTAL # OF PHASES: One

PHASE 1

PLAT REF: Wilderness Cluster

# LOTS TO BE SERVED: 29

PROJECTED CONSTRUCTION START DATE: 2/1/91

PROJECTED CONSTRUCTION COMPLETION DATE: 7/1/91

FACILITIES TO BE CONSTRUCTED\*: Water distribution system, 30,000 gallon storage tank, fire service pumps and related piping and controls to be owned by METCOMM after the projects completion.

COMMISSION PARTICIPATION:

PHASE 2

PLAT REF:

# LOTS TO BE SERVED:

PROJECTED CONSTRUCTION START DATE:

PROJECTED CONSTRUCTION COMPLETION DATE:

FACILITIES TO BE CONSTRUCTED\*:

COMMISSION PARTICIPATION:

PHASE 3

PLAT REF:

# LOTS TO BE SERVED:

PROJECTED CONSTRUCTION START DATE:

PROJECTED CONSTRUCTION COMPLETION DATE:

FACILITIES TO BE CONSTRUCTED\*:

COMMISSION PARTICIPATION:

(INDICATE ADDITIONAL PHASES ON SEPARATE SHEETS AS NECESSARY.)

\*The facilities listed also include FOR WATER PUMPING STATIONS: Wells, pumps, controls, generators, chlorinators, compressors, meters, valves, interior and exterior piping and appurtenances, together with all sites on which they are situate and 20' access to the same; FOR WATER STORAGE TANKS: Elevated storage tanks, standpipes, ground storage tanks, hydroneumatic tanks and surge tanks as required by the Commission, together with all sites on which they are situate and



20' access to the same: FOR DISTRIBUTION SYSTEMS: Mains, fire hydrants, valves and valve boxes, fittings, blow offs, water house connections, water house service lines, curb stops, curb stop boxes, water meter settings and appurtenances, together with 20' permanent easements over the same for maintenance and modifications of and connection to these facilities; along with any and all other facilities or appurtenances which in any way could be construed as part of the water system.

\*\* In the event the Commission is to participate in the cost of construction, payment of the Commission's share will be made in increments consistent with the work in place.

Commission: JPE  
(Initials)

Developer: R.R.  
(Initials)

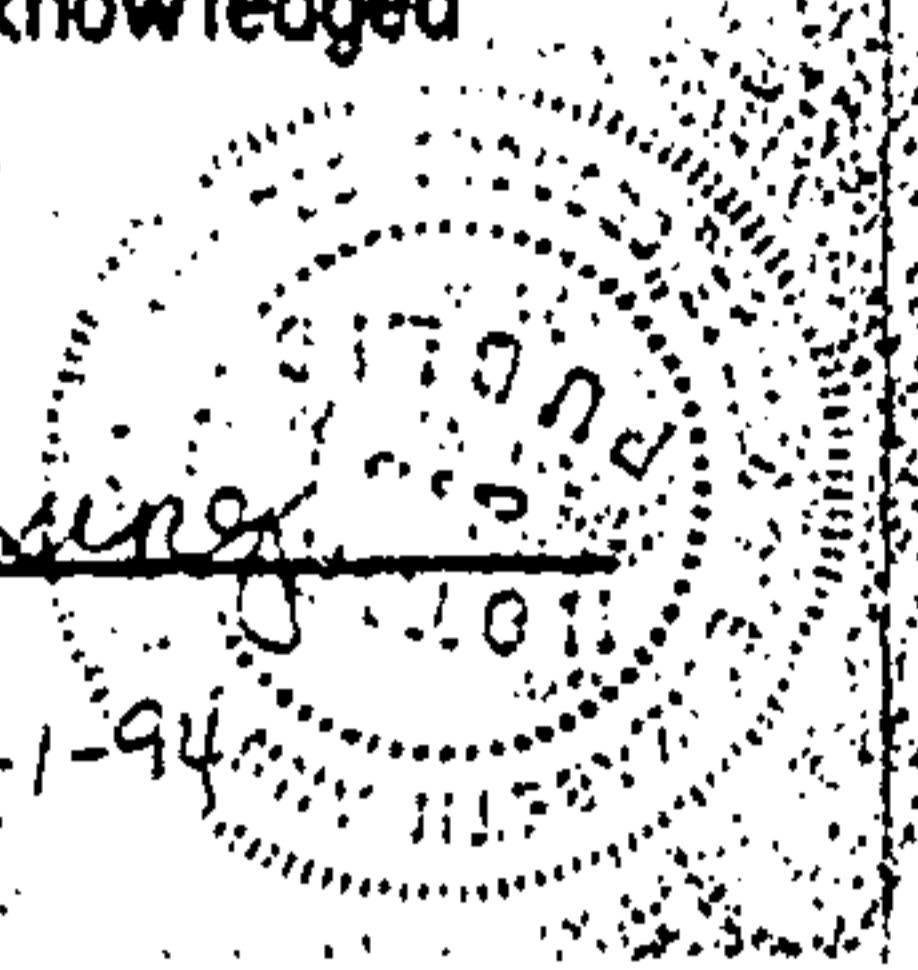
LIBER 005 290

BOOK 647 PAGE 0032

STATE OF MARYLAND, COUNTY OF ~~ST. MARYS~~ <sup>Montgomery</sup>, to wit:  
I HEREBY CERTIFY that on this 21<sup>st</sup> day of February  
19 before me, the subscriber, a Notary Public in the county aforesaid, personally  
appeared Sharon Riggins and that he/she/they acknowledged  
the foregoing Public Works Agreement to be his/her/their act.  
WITNESS my hand and Notarial Seal.

Elizabeth Ann Reisinger

Notary Public  
Commission Expires 7-1-94



Del. Lizabethman

JAN 20 1992

EVELYN W. ARNOLD, CLERK

## PUBLIC WORKS AGREEMENT

**THIS AGREEMENT** by and between the ST. MARY'S COUNTY METROPOLITAN COMMISSION, hereinafter the "Commission" and J. Denny Murray hereinafter the "Developer".

1:01PH01/16/92A CD.COM \$0.00

1:01PH01/16/92A HECOM \$0.00

**WHEREAS**, the Commission is responsible for all water and sewerage projects in the tenth Sanitary District, and,

**WHEREAS**, the Developer is developing certain real property within the said Sanitary District known and described as Persimmon Hills, Sect. 1 and.

**WHEREAS**, the Developer, whether by requirement of the County or by choice desires to construct central water facilities, hereinafter the "facilities", to serve the aforementioned property, and,

**WHEREAS**, the Developer seeks the approval of the Commission for the construction of such facilities, and,

**WHEREAS**, the Concept Plan for the aforementioned development has been submitted to and approved by the Board of County Commissioners of St. Mary's County or their duly appointed agent.

**NOW THEREFORE**, in consideration of the premises and of the mutual covenants and agreements herein, it is agreed by the parties as follows:

**FIRST:** The Developer shall design the facilities in accordance with the St. Mary's County Standard Specifications for Water and Sewerage Construction, the Comprehensive Water and Sewerage Plans for St. Mary's County and any other rules, regulations, directives or special instructions issued by the Commission for the State and Federal Governments.

**SECOND:** The Developer shall submit a statement to be included as Exhibit A and/or B of this document, setting forth a proposed phasing for the construction of the facilities and a proposed schedule of completion for said phase or phases, said statement to be subject to the approval of the Commission. The Developer shall also submit an itemized engineer's estimate of the total cost to complete the facilities for each phase of the development as it occurs, such estimates also being subject to the approval of the Commission.

**THIRD:** On or before the signing of this Agreement by the parties, the Developer shall furnish a bond or bonds, the form of surety or sureties thereof to be as approved by the Commission. Said bond shall be payable to the Commission, its successors and assigns in a sum equal to the aforesaid engineering estimate for the cost of constructing the facilities, plus ten percent for contingencies, or the amount of the contract prices, whichever is higher, conditioned that the Developer shall well and truly perform and fulfill the

covenants, conditions, stipulations and terms of this Agreement, such bond or bonds to be and remain in force until such time as the warrantee period on the completed facilities expires; it being understood that bonding may be accomplished incrementally in accordance with the phases and schedule established under paragraph SECOND above; it being further understood that alternatives to bonding, such as Irrevocable Letters of Credit or Irrevocable Commitments of Funds may be approved by the Commission.

**FOURTH:** The Developer shall pay to the Commission the following fees:

Review Fees: \$ 2070.00 based upon \$ 45.00 per residential lot, and \$ per commercial lot payable upon execution of this Agreement.

Inspection Fees: \$ 5313.00 based upon 3% of the Bond or Letter of Credit payable upon execution of this Agreement. Said amount shall be placed in an account by the Commission and shall be drawn upon from time to time to reimburse the Commission for the direct and indirect cost of said inspection service, and if said cost is less than the inspection fee initially collected, the remaining balance shall be returned to the Developer or, if the final total inspection cost is more than the inspection fee initially collected, the Developer shall pay to the Commission the difference. The Commission may, at its option, elect to have the responsibility for construction inspection and assurance that all work is performed in accordance with the approved plans and specifications remain with the Developer and, accordingly, no fee will be charged. In this latter case, upon the project's completion, the Developer shall provide to the Commission a Project Completed Certification, Attachment (C), signed by a professional engineer registered in the State of Maryland.

Connection Charges: \$ 4140.00 based upon \$ 90.00 per connection upon execution of this Agreement or the time a connection permit is issued.

Debt Serve Charge: \$ 0.00 per month based upon N/A front feet at \$ N/A front foot per year payment beginning at the time capacity allocation is made or service available, whichever occurs first.

Service Charge: \$ 464.60 per month based upon \$ 10.10 per month per EDU beginning when service is utilized. This Service Charge reflects the currently approved rate and is subject to change.

Water Supply Fees: \$ N/A per EDU for developments without supply (wells) that utilize the public water system, payable at the time a connection permit is issued or when the original Developer sells the lot(s), whichever occurs first.

Water Storage Fees: \$ N/A per EDU for developments without storage facilities that utilize the public water system, payable at the time a connection permit is issued or when the original Developer sells the lot(s), whichever occurs first.

**FIFTH:** The Developer shall construct all of the facilities set forth in Exhibit A and/or B of this document, according to the schedule and in the phase or phases of construction indicated therein, and that in the case of multi-phased projects, no phase beyond the first shall be commenced, until the facilities constructed under all previous phases have been approved and accepted by the Commission

**SIXTH:** The Developer shall construct the facilities in accordance with final plans and specifications, and any amendments thereto, submitted to and approved by the Commission. Further, no work in connection with the construction of the facilities shall be commenced prior to the time the Commission has approved said final plans and specifications and the Developer has applied for and secured from the Commission a permit authorizing such construction. Within sixty days after the construction of any phase is completed, a completed set of "As-Built" drawings shall be submitted to the Commission.

**SEVENTH:** The Developer shall make available the property being improved to any duly authorized representative of the Commission at all reasonable times for the purpose of inspecting the construction of the facilities.

**EIGHTH:** Upon completion and acceptance by the Commission of the facilities as set forth in paragraph SECOND above, the Developer, when requested to do so by the Commission, agrees to convey all of the facilities with the appropriate sites, easements, and rights-of-way to the Commission for the nominal sum of One Dollar (\$1.00) and to provide all documentation and assurances of title as are requested by the Commission in connection with said proposed conveyances.

**NINTH:** No premises within the project to be connected to the facilities shall be occupied or used for any purpose whether or not sold by the Developer to others, unless and until such time as the facilities have been completed in accordance with the aforesaid plans, specifications and schedule and have been inspected, approved and accepted by the Commission and the Developer so notified in writing by the Commission.

TENTH: In the event of a dispute between the parties as to the subject matter of this Agreement, the dispute can be submitted to arbitration if the parties hereto mutually agree, or in a court of competent jurisdiction within the State of Maryland and St. Mary's County.

ELEVENTH: This Agreement shall be binding on and insure to the benefit of the heirs, successors, personal representatives and assigns of the parties hereto.

TWELFTH: The Developer shall warrantee all mechanical, electrical and control facilities for a period of twelve months and all earthwork for a period of eighteen months after they have been conveyed to the Commission. Failure of any of the facilities to perform properly or meet the conditions of paragraph FIRST shall be corrected as soon as possible after notification by the Commission. Failure of facilities to perform due to neglect or misuse by the Commission will void appropriate portion of the warranties. The warranties shall cover the cost of labor, equipment, and materials needed to correct any problems with said facilities.

WITNESS the hands and seals of the parties hereto, this day of

ATTEST: ST. MARY'S COUNTY METROPOLITAN COMMISSION  
Secretary [Signature] By [Signature]  
Chairman

ATTEST: DEVELOPER / PROPERTY OWNERS  
By [Signature]  
By [Signature] Trustee  
C. G. FOX LUMBER COMPANY, INC.  
By [Signature]  
Howell C. Fox, President  
Mortgagor

STATE OF MARYLAND, COUNTY OF ST. MARY'S, to wit:  
I HEREBY CERTIFY that on this 7th day of May, 1991, before me, a Notary Public in and for the County of St. Mary's aforesaid personally appeared Francis P. Eagan, Chairman of the St. Mary's County Metropolitan Commission, and on behalf of said Commission did acknowledge the foregoing instrument to be the act and deed of the St. Mary's County Metropolitan Commission.

WITNESS my hand and Notarial Seal.

[Signature]  
Notary Public

[Signature]  
My Commission expires 2/1/92.

STATE OF MARYLAND, COUNTY OF Prince George's Wit:

I HEREBY CERTIFY that on this 11th day of March  
1991 before me, the subscriber, a Notary Public in the county aforesaid, personally  
appeared J. Denny Murray and that he/she/they acknowledged  
the foregoing Public Works Agreement to be his/her/their act.  
WITNESS my hand and Notarial Seal.

*Denny Murray*

Notary Public -  
My Commission expires  
9/1/93



EXHIBIT A  
STATEMENT OF  
PROPOSED WATER FACILITIES  
AND PHASING

PROJECT NAME: Persimmon Hills, Sect. 1  
DEVELOPER: J. Denny Murray

TOTAL # OF PHASES: two

PHASE 1

PLAT REF: Persimmon Hills, Sect. 1  
PROJECTED CONSTRUCTION START DATE: 4/01/91  
PROJECTED CONSTRUCTION COMPLETION DATE: 10/01/91

# EDU'S TO BE SERVED: 41

FACILITIES TO BE CONSTRUCTED\*: Water pumping station, storage tanks,  
distribution facilities to serve 41 single family  
lots. To be owned by METCOMM upon successful  
completion of the project.

COMMISSION PARTICIPATION: None

PHASE 2

PLAT REF: Persimmon Hills, Sect. 1  
PROJECTED CONSTRUCTION START DATE: 4/01/91  
PROJECTED CONSTRUCTION COMPLETION DATE: 10/01/91

# LOTS TO BE SERVED: 5

FACILITIES TO BE CONSTRUCTED\*: Water distribution system to serve 5 single  
family lots. To be owned by METCOMM upon  
successful completion of the project.

COMMISSION PARTICIPATION:

PHASE 3

PLAT REF:  
PROJECTED CONSTRUCTION START DATE:  
PROJECTED CONSTRUCTION COMPLETION DATE:  
FACILITIES TO BE CONSTRUCTED\*:

# LOTS TO BE SERVED:

COMMISSION PARTICIPATION:

(INDICATE ADDITIONAL PHASES ON SEPARATE SHEETS AS NECESSARY.)

\*The facilities listed also include FOR WATER PUMPING STATIONS: Wells, pumps,  
controls, generators, chlorinators, compressors, meters, valves, interior and  
exterior piping and appurtenances, together with all sites on which they are  
situated and 20' access to the same; FOR WATER STORAGE TANKS: Elevated storage  
tanks, standpipes, ground storage tanks, hydroneumatic tanks and surge tanks as  
required by the Commission, together with all sites on which they are situated and



20' access to the same: FOR DISTRIBUTION SYSTEMS: Mains, fire hydrants, valves and valve boxes, fittings, blow offs, water house connections, water house service lines, curb stops, curb stop boxes, water meter settings and appurtenances, together with 20' permanent easements over the same for maintenance and modifications of and connection to these facilities; along with any and all other facilities or appurtenances which in any way could be construed as part of the water system.

\*\* In the event the Commission is to participate in the cost of construction, payment of the Commission's share will be made in increments consistent with the work in place.

Commission: SP  
(Initials)  
Developer: LA  
(Initials)

*Del. Liz Sherman*

JAN 20 1992

EVELYN W. ARNOLD, CLERK

**PUBLIC WORKS AGREEMENT**

**THIS AGREEMENT** by and between the ST. MARY'S COUNTY METROPOLITAN COMMISSION, hereinafter the "Commission" and hereinafter the "Developer".

Swarey Builders  
 1:01PH01/16/92A CO.COM \$0.00  
 1:01PH01/16/92A MECOM \$0.00

**WHEREAS**, the Commission is responsible for all water and sewerage projects in the tenth Sanitary District, and,

**WHEREAS**, the Developer is developing certain real property within the said Sanitary District known and described as Laurel Ridge, Sect. 4A and.

**WHEREAS**, the Developer, whether by requirement of the County or by choice desires to construct central water facilities, hereinafter the "facilities", to serve the aforementioned property, and,

**WHEREAS**, the Developer seeks the approval of the Commission for the construction of such facilities, and,

**WHEREAS**, the Concept Plan for the aforementioned development has been submitted to and approved by the Board of County Commissioners of St. Mary's County or their duly appointed agent.

**NOW THEREFORE**, in consideration of the premises and of the mutual covenants and agreements herein, it is agreed by the parties as follows:

**FIRST:** The Developer shall design the facilities in accordance with the St. Mary's County Standard Specifications for Water and Sewerage Construction, the Comprehensive Water and Sewerage Plans for St. Mary's County and any other rules, regulations, directives or special instructions issued by the Commission for the State and Federal Governments.

**SECOND:** The Developer shall submit a statement to be included as Exhibit A and/or B of this document, setting forth a proposed phasing for the construction of the facilities and a proposed schedule of completion for said phase or phases, said statement to be subject to the approval of the Commission. The Developer shall also submit an Itemized engineer's estimate of the total cost to complete the facilities for each phase of the development as it occurs, such estimates also being subject to the approval of the Commission.

**THIRD:** On or before the signing of this Agreement by the parties, the Developer shall furnish a bond or bonds, the form of surety or sureties thereof to be as approved by the Commission. Said bond shall be payable to the Commission, its successors and assigns in a sum equal to the aforesaid engineering estimate for the cost of constructing the facilities, plus ten percent for contingencies, or the amount of the contract prices, whichever is higher, conditioned that the Developer shall well and truly perform and fulfill the

covenants, conditions, stipulations and terms of this Agreement, such bond or bonds to be and remain in force until such time as the warrantee period on the completed facilities expires; it being understood that bonding may be accomplished incrementally in accordance with the phases and schedule established under paragraph SECOND above; it being further understood that alternatives to bonding, such as Irrevocable Letters of Credit or Irrevocable Commitments of Funds may be approved by the Commission.

**FOURTH:** The Developer shall pay to the Commission the following fees:

Review Fees: \$ 2565.00 based upon \$ 45.00 per residential lot, or EDU and, \$ N/A per commercial lot or EDU payable upon execution of this Agreement.

Inspection Fees: \$ 1615.00 based upon 3% of the Bond or Letter of Credit payable upon execution of this Agreement. Said amount shall be placed in an account by the Commission and shall be drawn upon from time to time to reimburse the Commission for the direct and indirect cost of said inspection service, and if said cost is less than the inspection fee initially collected, the remaining balance shall be returned to the Developer or, if the final total inspection cost is more than the inspection fee initially collected, the Developer shall pay to the Commission the difference. The Commission may, at its option, elect to have the responsibility for construction inspection and assurance that all work is performed in accordance with the approved plans and specifications remain with the Developer and, accordingly, no fee will be charged. In this latter case, upon the project's completion, the Developer shall provide to the Commission a Project Completed Certification, Attachment (C), signed by a professional engineer registered in the State of Maryland.

Connection Charges: \$ 5130.00 based upon \$ 90.00 per connection upon execution of this Agreement or the time a connection permit is issued.

Debt Serve Charge: \$ 0.00 per month based upon N/A front feet at \$ N/A front foot per year payment beginning at the time capacity allocation is made or service available, whichever occurs first.

Service Charge: \$ 575.70 per month based upon \$ 10.10 per month per EDU beginning when service is utilized. This Service Charge reflects the currently approved rate and is subject to change.

Water Supply Fees: \$ N/A per EDU for developments without supply (wells) that utilize the public water system, payable at the time a connection permit is issued or when the original Developer sells the lot(s), whichever occurs first.

Water Storage Fees: \$ N/A per EDU for developments without storage facilities that utilize the public water system, payable at the time a connection permit is issued or when the original Developer sells the lot(s), whichever occurs first.

**FIFTH:** The Developer shall construct all of the facilities set forth in Exhibit A and/or B of this document, according to the schedule and in the phase or phases of construction indicated therein, and that in the case of multi-phased projects, no phase beyond the first shall be commenced, until the facilities constructed under all previous phases have been approved and accepted by the Commission.

**SIXTH:** The Developer shall construct the facilities in accordance with final plans and specifications, and any amendments thereto, submitted to and approved by the Commission. Further, no work in connection with the construction of the facilities shall be commenced prior to the time the Commission has approved said final plans and specifications and the Developer has applied for and secured from the Commission a permit authorizing such construction. Within sixty days after the construction of any phase is completed, a completed set of "As-Built" drawings shall be submitted to the Commission.

**SEVENTH:** The Developer shall make available the property being improved to any duly authorized representative of the Commission at all reasonable times for the purpose of inspecting the construction of the facilities.

**EIGHTH:** Upon completion and acceptance by the Commission of the facilities as set forth in paragraph SECOND above, the Developer, when requested to do so by the Commission, agrees to convey all of the facilities with the appropriate sites, easements, and rights-of-way to the Commission for the nominal sum of One Dollar (\$1.00) and to provide all documentation and assurances of title as are requested by the Commission in connection with said proposed conveyances.

**NINTH:** No premises within the project to be connected to the facilities shall be occupied or used for any purpose whether or not sold by the Developer to others, unless and until such time as the facilities have been completed in accordance with the aforesaid plans, specifications and schedule and have been inspected, approved and accepted by the Commission and the Developer so notified in writing by the Commission.

TENTH: In the event of a dispute between the parties as to the subject matter of this Agreement, the dispute can be submitted to arbitration if the parties hereto mutually agree, or in a court of competent jurisdiction within the State of Maryland and St. Mary's County.

ELEVENTH: This Agreement shall be binding on and insure to the benefit of the heirs, successors, personal representatives and assigns of the parties hereto.

TWELFTH: The Developer shall warrantee all mechanical, electrical and control facilities for a period of twelve months and all earthwork for a period of eighteen months after they have been conveyed to the Commission. Failure of any of the facilities to perform properly or meet the conditions of paragraph FIRST shall be corrected as soon as possible after notification by the Commission. Failure of facilities to perform due to neglect or misuse by the Commission will void appropriate portion of the warranties. The warranties shall cover the cost of labor, equipment, and materials needed to correct any problems with said facilities.

WITNESS the hands and seals of the parties hereto, this day of

ATTEST:

Robert T. Eiden  
Secretary

ST. MARY'S COUNTY METROPOLITAN COMMISSION

By Francis P. Eagan  
Chairman

ATTEST:

DEVELOPER / PROPERTY OWNERS

Robert T. Eiden

By Janice Swamy

By \_\_\_\_\_

By None

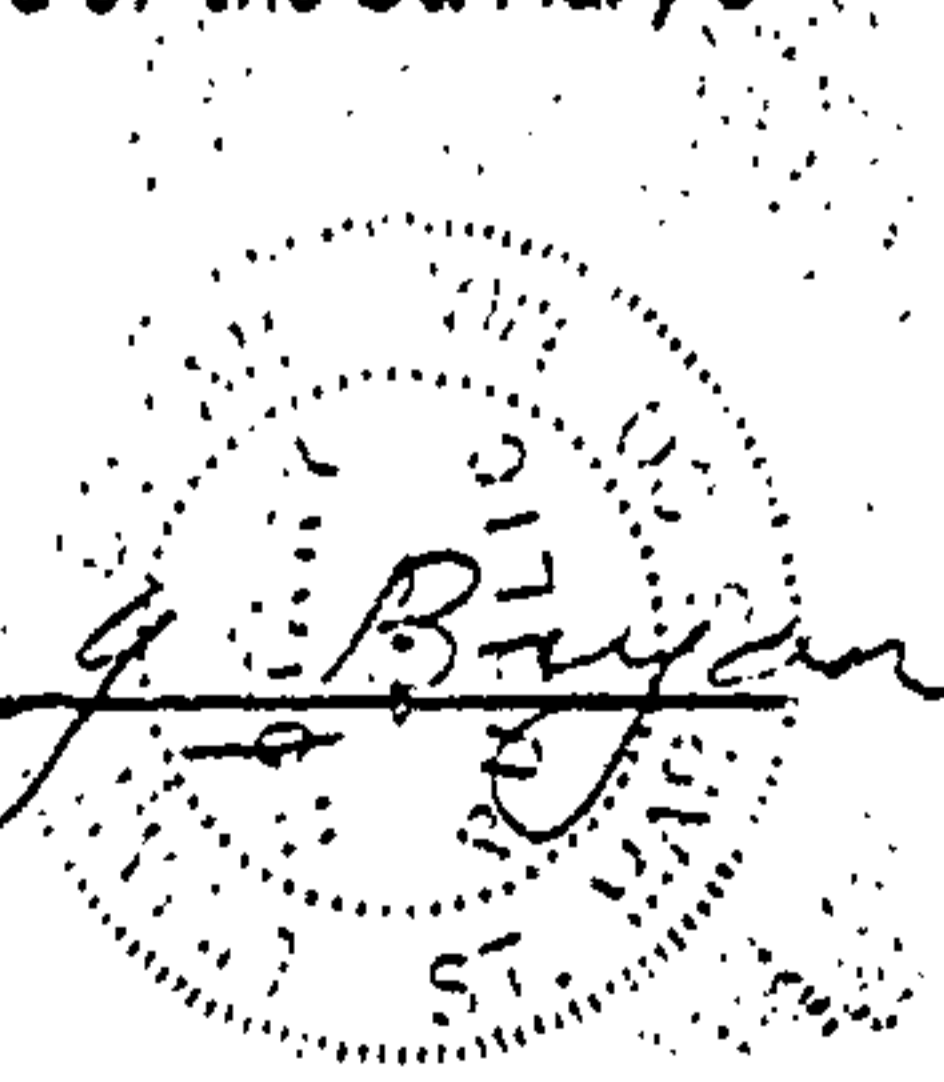
Mortgagor

STATE OF MARYLAND, COUNTY OF ST. MARY'S, to wit:

I HEREBY CERTIFY that on this 30th day of May, 1991, before me, a Notary Public in and for the County of St. Mary's aforesaid personally appeared Francis P. Eagan, Chairman of the St. Mary's County Metropolitan Commission, and on behalf of said Commission did acknowledge the foregoing instrument to be the act and deed of the St. Mary's County Metropolitan Commission.

WITNESS my hand and Notarial Seal.

Louise G. Bryan  
Notary Public



My commission expires 2/1/92.

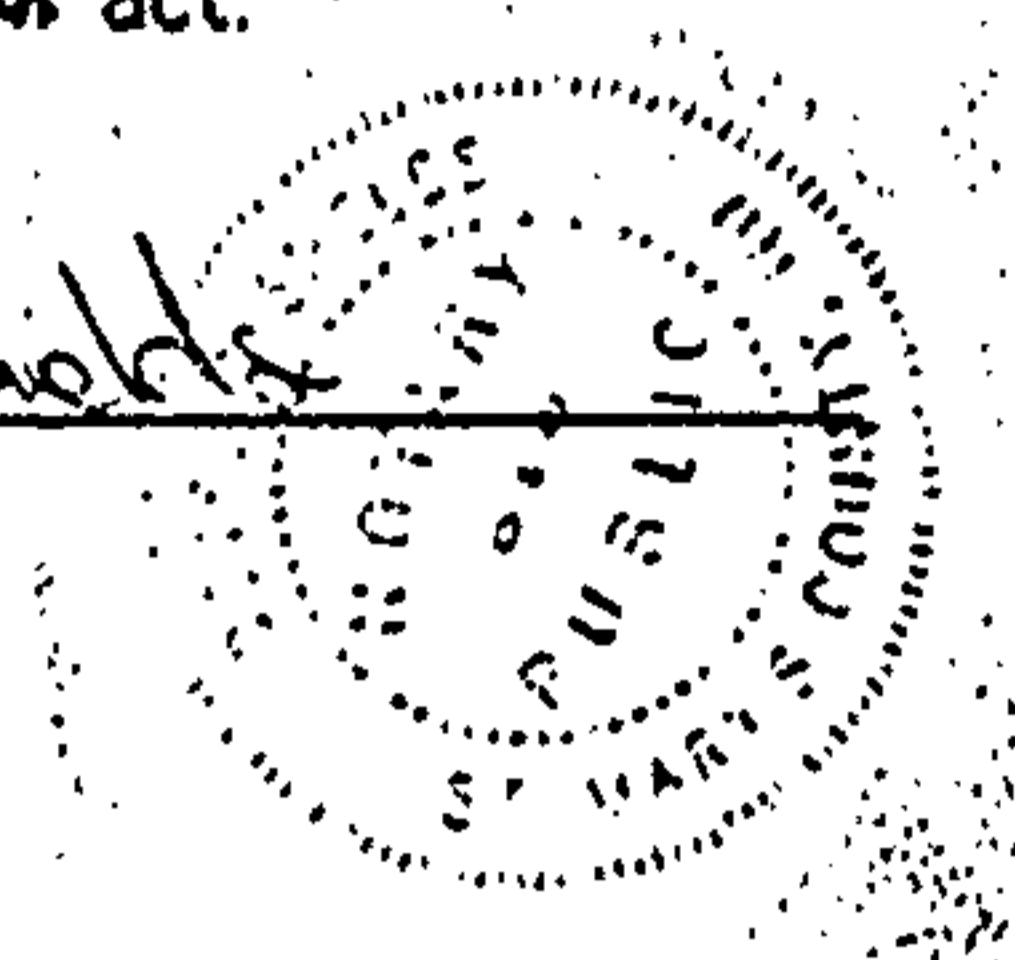
STATE OF Maryland, COUNTY OF St. Mary's, to wit:

I HEREBY CERTIFY that on this 7th day of May 1991 before me, the subscriber, a Notary Public in the county aforesaid, personally appeared ISRAEL Z. SWAREY and that he acknowledged the foregoing Public Works Agreement to be his act.

WITNESS my hand and Notarial Seal.

*Deuse R. Shields*

Notary Public



My Commission Expires Oct 1, 1994

EXHIBIT A

STATEMENT OF  
PROPOSED WATER FACILITIES  
AND PHASING

PROJECT NAME: Laurel Ridge, Sect. 4A  
DEVELOPER: Swarey Builders

TOTAL # OF PHASES: 1

PHASE 1

PLAT REF: Laurel Ridge, Sect. 4A, Lots 2-58  
PROJECTED CONSTRUCTION START DATE: 5/01/91  
PROJECTED CONSTRUCTION COMPLETION DATE: 11/01/91

# LOTS TO BE SERVED: 57

FACILITIES TO BE CONSTRUCTED\*: Approx. 4203 LF 8" waterline, 417 LF 6" waterline, 210 LF 4" waterline & apputenances. 100,000 gallon elevated storage tank to be in place upon occupancy of 100th unit in the Laurel Ridge Subdivision.

COMMISSION PARTICIPATION:

PHASE 2

PLAT REF:  
PROJECTED CONSTRUCTION START DATE:  
PROJECTED CONSTRUCTION COMPLETION DATE:  
FACILITIES TO BE CONSTRUCTED\*:

# LOTS TO BE SERVED:

COMMISSION PARTICIPATION:

PHASE 3

PLAT REF:  
PROJECTED CONSTRUCTION START DATE:  
PROJECTED CONSTRUCTION COMPLETION DATE:  
FACILITIES TO BE CONSTRUCTED\*:

# LOTS TO BE SERVED:

COMMISSION PARTICIPATION:

(INDICATE ADDITIONAL PHASES ON SEPARATE SHEETS AS NECESSARY.)

\*The facilities listed also include FOR WATER PUMPING STATIONS: Wells, pumps, controls, generators, chlorinators, compressors, meters, valves, interior and exterior piping and appurtenances, together with all sites on which they are situate and 20' access to the same; FOR WATER STORAGE TANKS: Elevated storage tanks, standpipes, ground storage tanks, hydroneumatic tanks and surge tanks as required by the Commission, together with all sites on which they are situate and

20' access to the same: FOR DISTRIBUTION SYSTEMS: Mains, fire hydrants, valves and valve boxes, fittings, blow offs, water house connections, water house service lines, curb stops, curb stop boxes, water meter settings and appurtenances, together with 20' permanent easements over the same for maintenance and modifications of and connection to these facilities; along with any and all other facilities or appurtenances which in any way could be construed as part of the water system.

\*\* In the event the Commission is to participate in the cost of construction, payment of the Commission's share will be made in increments consistent with the work in place.

Commission: *APE*  
(Initials)

Developer: *[Signature]*  
(Initials)

*Del. Liz Sherman*

JAN 20 1992

EVELYN W. ARNOLD, CLERK



## PUBLIC WORKS AGREEMENT

THIS AGREEMENT by and between the ST. MARY'S COUNTY METROPOLITAN COMMISSION, hereinafter the "Commission" and Potomac Savings Bank, F.S.B. hereinafter the "Developer".

1:01PH01/16/92A	CO. COM	\$0.00
1:01PH01/16/92A	HECOM	\$0.00

WHEREAS, the Commission is responsible for all water and sewerage projects in the fourth Sanitary District, and,

WHEREAS, the Developer is developing certain real property within the said Sanitary District known and described as Wilderness Cluster, Sect. 3 and,

WHEREAS, the Developer, whether by requirement of the County or by choice desires to construct central water facilities, hereinafter the "Facilities", to serve the aforementioned property, and,

WHEREAS, the Developer seeks the approval of the Commission for the construction of such facilities, and,

WHEREAS, the Concept Plan for the aforementioned development has been submitted to and approved by the Board of County Commissioners of St. Mary's County or their duly appointed agent.

NOW THEREFORE, in consideration of the premises and of the mutual covenants and agreements herein, it is agreed by the parties as follows:

**FIRST:** The Developer shall design the facilities in accordance with the St. Mary's County Standard Specifications for Water and Sewerage Construction, the Comprehensive Water and Sewerage Plans for St. Mary's County and any other rules, regulations, directives or special instructions issued by the Commission for the State and Federal Governments.

**SECOND:** The Developer shall submit a statement to be included as Exhibit A and/or B of this document, setting forth a proposed phasing for the construction of the facilities and a proposed schedule of completion for said phase or phases, said statement to be subject to the approval of the Commission. The Developer shall also submit an itemized engineer's estimate of the total cost to complete the facilities for each phase of the development as it occurs, such estimates also being subject to the approval of the Commission. The Developer shall also submit a copy of the deed proving he/she is the sole owner, or a legal opinion/certification listing all other parties with an interest in the property.

**THIRD:** On or before the signing of this Agreement by the parties, the Developer shall furnish a bond or bonds, the form of surety or sureties thereof to be as approved by the Commission. Said bond shall be payable to the Commission, its successors and assigns in a sum equal to the aforesaid engineering estimate for the cost of constructing the facilities, plus ten percent for contingencies, or the amount of the contract prices, whichever is higher, conditioned that the Developer shall well and truly perform and fulfill the

covenants, conditions, stipulations and terms of this Agreement, such bond or bonds to be and remain in force until such time as the warranties period on the completed facilities expires; it being understood that bonding may be accomplished incrementally in accordance with the phases and schedule established under paragraph SECOND above; it being further understood that alternatives to bonding, such as Irrevocable Letters of Credit or Irrevocable Commitments of Funds may be approved by the Commission.

**FOURTH:** The Developer shall pay to the Commission the following fees:

Review Fees: \$ 1440.00 based upon \$ 45.00 per residential lot,  
or EDU and, \$ N/A per commercial lot or EDU payable upon  
execution of this Agreement.

Inspection Fees: \$ 3828.00 based upon 3% of the Bond or Letter of Credit  
payable upon execution of this Agreement. Said amount shall be  
placed in an account by the Commission and shall be drawn upon from  
time to time to reimburse the Commission for the direct and indirect  
cost of said inspection service, and if said cost is less than the  
inspection fee initially collected, the remaining balance shall be  
returned to the Developer or, if the final total inspection cost is more  
than the inspection fee initially collected, the Developer shall pay to  
the Commission the difference. The Commission may, at its option,  
elect to have the responsibility for construction inspection and assurance  
that all work is performed in accordance with the approved plans and  
specifications remain with the Developer and, accordingly, no fee will  
be charged. In this latter case, upon the project's completion, the  
Developer shall provide to the Commission a Project Completed  
Certification, Attachment (C), signed by a professional engineer  
registered in the State of Maryland.

Connection Charges: \$ 2880.00 based upon \$ 90.00 per connection  
upon execution of this Agreement or the time a connection permit is  
issued.

Debt Serve Charge: \$ 0.00 per month based upon N/A  
front feet at \$ N/A front foot per year payment beginning  
at the time capacity allocation is made (Record Plat Approval)  
or service available, whichever occurs first.

Service Charge: \$ 508.80 per month based upon \$ 15.90  
per month per EDU beginning when service is utilized. This  
Service Charge reflects the currently approved rate and is  
subject to change.

Water Supply Fees: \$ N/A per EDU for developments without supply (wells) that utilize the public water system, payable upon execution of this Agreement.

Water Storage Fees: \$ N/A per EDU for developments without storage facilities that utilize the public water system, payable upon execution of this Agreement.

**FIFTH:** The Developer shall construct all of the facilities set forth in Exhibit A and/or B of this document, according to the schedule and in the phase or phases of construction indicated therein, and that in the case of multi-phased projects, no phase beyond the first shall be commenced, until the facilities constructed under all previous phases have been approved and accepted by the Commission.

**SIXTH:** The Developer shall construct the facilities in accordance with final plans and specifications, and any amendments thereto, submitted to and approved by the Commission. Further, no work in connection with the construction of the facilities shall be commenced prior to the time the Commission has approved said final plans and specifications and the Developer has applied for and secured from the Commission a permit authorizing such construction. Within sixty days after the construction of any phase is completed, a completed set of "As-Built" drawings shall be submitted to the Commission.

**SEVENTH:** The Developer shall make available the property being improved to any duly authorized representative of the Commission at all reasonable times for the purpose of inspecting the construction of the facilities.

**EIGHTH:** Upon completion and acceptance by the Commission of the facilities as set forth in paragraph SECOND above, the Developer, when requested to do so by the Commission, agrees to convey all of the facilities with the appropriate sites, easements, and rights-of-way to the Commission for the nominal sum of One Dollar (\$1.00) and to provide all documentation and assurances of title as are requested by the Commission in connection with said proposed conveyances.

**NINTH:** No premises within the project to be connected to the facilities shall be occupied or used for any purpose whether or not sold by the Developer to others, unless and until such time as the facilities have been completed in accordance with the aforesaid plans, specifications and schedule and have been inspected, approved and accepted by the Commission and the Developer so notified in writing by the Commission.

TENTH: In the event of a dispute between the parties as to the subject matter of this Agreement, the dispute can be submitted to arbitration if the parties hereto mutually agree, or in a court of competent jurisdiction within the State of Maryland and St. Mary's County.

ELEVENTH: This Agreement shall be binding on and insure to the benefit of the heirs, successors, personal representatives and assigns of the parties hereto.

TWELFTH: The Developer shall warrant all mechanical, electrical and control facilities for a period of twelve months and all earthwork for a period of eighteen months after they have been conveyed to the Commission. Failure of any of the facilities to perform properly or meet the conditions of paragraph FIRST shall be corrected as soon as possible after notification by the Commission. Failure of facilities to perform due to neglect or misuse by the Commission will void appropriate portion of the warranties. The warranties shall cover the cost of labor, equipment, and materials needed to correct any problems with said facilities.

WITNESS the hands and seals of the parties hereto, this day of

ATTEST: ST. MARY'S COUNTY METROPOLITAN COMMISSION

Thomas J. Lamb Secretary By James P. Egan Chairman

ATTEST: DEVELOPER / PROPERTY OWNERS  
POTOMAC SAVINGS BANK, FSB  
Nancy Coburn By Sharon Riggins  
Sharon Riggins, Senior Vice President

By \_\_\_\_\_

By \_\_\_\_\_

Mortgagor

STATE OF MARYLAND, COUNTY OF ST. MARY'S, to wit:

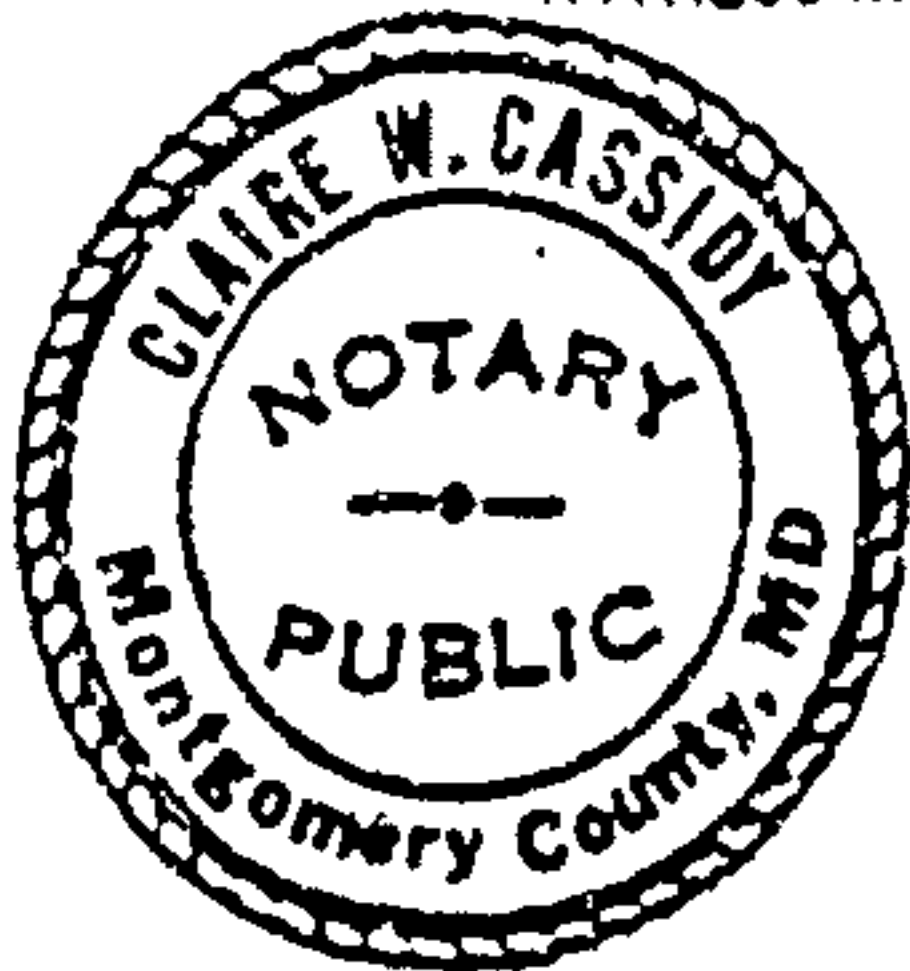
I HEREBY CERTIFY that on this 15th day of July, 1991, before me, a Notary Public in and for the County of St. Mary's aforesaid personally appeared James P. Egan, Chairman of the St. Mary's County Metropolitan Commission, and on behalf of said Commission did acknowledge the foregoing instrument to be the act and deed of the St. Mary's County Metropolitan Commission.

WITNESS my hand and Notarial Seal.

Lillian J. Bryan  
Notary Public

my commission expires 2/1/92.

STATE OF *Maryland*, COUNTY OF *Montgomery* to wit.  
 I HEREBY CERTIFY that on this *5th* day of *June*  
 19*71* before me, the subscriber, a Notary Public in the county aforesaid, personally  
 appeared *Sharon Riggan* and that he/she/they acknowledged  
 the foregoing Public Works Agreement to be his/her/their act.  
 WITNESS my hand and Notarial Seal.



*Claire W. Cassidy*  
 Notary Public

EXHIBIT A  
STATEMENT OF  
PROPOSED WATER FACILITIES  
AND PHASING

PROJECT NAME: Wilderness Cluster, Sect. 3      TOTAL # OF PHASES: One  
DEVELOPER: Potomac Savings Bank, F.S.B.

PHASE 1  
PLAT REF: Wilderness Cluster, Sec. 3      # LOTS TO BE SERVED: 32  
PROJECTED CONSTRUCTION START DATE: 6/1/91  
PROJECTED CONSTRUCTION COMPLETION DATE: 11/1/91  
FACILITIES TO BE CONSTRUCTED\*: Water distribution system to be owned and operated by  
METCOMM after the projects completion.

COMMISSION PARTICIPATION: N/A

PHASE 2  
PLAT REF:      # LOTS TO BE SERVED:  
PROJECTED CONSTRUCTION START DATE:  
PROJECTED CONSTRUCTION COMPLETION DATE:  
FACILITIES TO BE CONSTRUCTED\*:

COMMISSION PARTICIPATION:

PHASE 3  
PLAT REF:      # LOTS TO BE SERVED:  
PROJECTED CONSTRUCTION START DATE:  
PROJECTED CONSTRUCTION COMPLETION DATE:  
FACILITIES TO BE CONSTRUCTED\*:

COMMISSION PARTICIPATION:

(INDICATE ADDITIONAL PHASES ON SEPARATE SHEETS AS NECESSARY.)

\*The facilities listed also include FOR WATER PUMPING STATIONS: Wells, pumps, controls, generators, chlorinators, compressors, meters, valves, interior and exterior piping and appurtenances, together with all sites on which they are situate and 20' access to the same; FOR WATER STORAGE TANKS: Elevated storage tanks, standpipes, ground storage tanks, hydroneumatic tanks and surge tanks as required by the Commission, together with all sites on which they are situate and

20' access to the same: FOR DISTRIBUTION SYSTEMS: Mains, fire hydrants, valves and valve boxes, fittings, blow offs, water house connections, water house service lines, curb stops, curb stop boxes, water meter settings and appurtenances, together with 20' permanent easements over the same for maintenance and modifications of and connection to these facilities; along with any and all other facilities or appurtenances which in any way could be construed as part of the water system.

\*\* In the event the Commission is to participate in the cost of construction, payment of the Commission's share will be made in increments consistent with the work in place.

Commission: SPC  
(Initials)

Developer: JS  
(Initials)

*Del. Liz Sherman*

## PUBLIC WORKS AGREEMENT

**THIS AGREEMENT** by and between the ST. MARY'S COUNTY METROPOLITAN COMMISSION, hereinafter the "Commission" and Millison Enterprises hereinafter the "Developer".

1#01PH01/16/92A	CO.COM	\$0.00
1#01PH01/16/92A	MECOM	\$0.00

**WHEREAS**, the Commission is responsible for all water and sewerage projects in the eighth Sanitary District, and,

**WHEREAS**, the Developer is developing certain real property within the said Sanitary District known and described as Whaler's Creek Runn, Sec. 1, Ph. 1 & 2 and,

**WHEREAS**, the Developer, whether by requirement of the County or by choice desires to construct central on-site water and sewerage facilities, hereinafter the "facilities", to serve the aforementioned property, and,

**WHEREAS**, the Developer seeks the approval of the Commission for the construction of such facilities, and,

**WHEREAS**, the Concept Plan for the aforementioned development has been submitted to and approved by the Board of County Commissioners of St. Mary's County or their duly appointed agent.

**NOW THEREFORE**, in consideration of the premises and of the mutual covenants and agreements herein, it is agreed by the parties as follows:

**FIRST:** The Developer shall design the facilities in accordance with the St. Mary's County Standard Specifications for Water and Sewerage Construction, the Comprehensive Water and Sewerage Plans for St. Mary's County and any other rules, regulations, directives or special instructions issued by the Commission for the State and Federal Governments.

**SECOND:** The Developer shall submit a statement to be included as Exhibit A and/or B of this document, setting forth a proposed phasing for the construction of the facilities and a proposed schedule of completion for said phase or phases, said statement to be subject to the approval of the Commission. The Developer shall also submit an itemized engineer's estimate of the total cost to complete the facilities for each phase of the development as it occurs, such estimates also being subject to the approval of the Commission. The Developer shall also submit a copy of the deed proving he/she is the sole owner, or a legal opinion/certification listing all other parties with an interest in the property.

**THIRD:** On or before the signing of this Agreement by the parties, the Developer shall furnish a bond or bonds, the form of surety or sureties thereof to be as approved by the Commission. Said bond shall be payable to the Commission, its successors and assigns in a sum equal to the aforesaid engineering estimate for the cost of constructing the facilities, plus ten percent for contingencies, or the amount of the contract prices, whichever is higher, conditioned that the Developer shall well and truly perform and fulfill the



covenants, conditions, stipulations and terms of this Agreement, such bond or bonds to be and remain in force until such time as the warranty period on the completed facilities expires; it being understood that bonding may be accomplished incrementally in accordance with the phases and schedule established under paragraph SECOND above; it being further understood that alternatives to bonding, such as Irrevocable Letters of Credit or Irrevocable Commitments of Funds may be approved by the Commission.

**FOURTH:** The Developer shall pay to the Commission the following fees:

Review Fees: \$ 8250.00 based upon \$ 75.00 per residential lot,  
or EDU and, \$ N/A per commercial lot or EDU payable upon  
execution of this Agreement.

Inspection Fees: \$ 8173.00 based upon 3% of the Bond or Letter of Credit  
payable upon execution of this Agreement. Said amount shall be  
placed in an account by the Commission and shall be drawn upon from  
time to time to reimburse the Commission for the direct and indirect  
cost of said inspection service, and if said cost is less than the  
inspection fee initially collected, the remaining balance shall be  
returned to the Developer or, if the final total inspection cost is more  
than the inspection fee initially collected, the Developer shall pay to  
the Commission the difference. The Commission may, at its option,  
elect to have the responsibility for construction inspection and assurance  
that all work is performed in accordance with the approved plans and  
specifications remain with the Developer and, accordingly, no fee will  
be charged. In this latter case, upon the project's completion, the  
Developer shall provide to the Commission a Project Completion  
Certification, Attachment (C), signed by a professional engineer  
registered in the State of Maryland.

Connection Charges: \$ 9900.00 based upon \$ 90.00 per connection  
upon execution of this Agreement or the time a connection permit is  
issued.

Debt Serve Charge: \$ 1521.05 per month based upon 8691.74  
front feet at \$ 2.10 front foot per year payment beginning  
at the time capacity allocation is made (Record Plat Approval)  
or service available, whichever occurs first.

Service Charge: \$ 1967.90 per month based upon \$ 17.89  
per month per EDU beginning when service is utilized. This  
Service Charge reflects the currently approved rate and is  
subject to change.

Water Supply Fees: \$ N/A per EDU for developments without supply (wells) that utilize the public water system, payable upon:

1. The time the Connection Permit is issued or,
2. The time the Developer sells an individual lot or lots or,
3. The 365th day after the execution of this Agreement or,

whichever occurs first.

Water Storage Fees: \$ N/A per EDU for developments without storage facilities that utilize the public water system, payable upon:

1. The time the Connection Permit is issued or,
2. The time the Developer sells an individual lot or lots or,
3. The 365th day after the execution of this Agreement or,

whichever occurs first.

**FIFTH:** The Developer shall construct all of the facilities set forth in Exhibit A and/or B of this document, according to the schedule and in the phase or phases of construction indicated therein, and that in the case of multi-phased projects, no phase beyond the first shall be commenced, until the facilities constructed under all previous phases have been approved and accepted by the Commission.

**SIXTH:** The Developer shall construct the facilities in accordance with final plans and specifications, and any amendments thereto, submitted to and approved by the Commission. Further, no work in connection with the construction of the facilities shall be commenced prior to the time the Commission has approved said final plans and specifications and the Developer has applied for and secured from the Commission a permit authorizing such construction. Within sixty days after the construction of any phase is completed, a completed set of "As-Built" drawings shall be submitted to the Commission.

**SEVENTH:** The Developer shall make available the property being improved to any duly authorized representative of the Commission at all reasonable times for the purpose of inspecting the construction of the facilities.

**EIGHTH:** Upon completion and acceptance by the Commission of the facilities as set forth in paragraph SECOND above, the Developer, when requested to do so by the Commission, agrees to convey all of the facilities with the appropriate sites, easements, and rights-of-way to the Commission for the nominal sum of One Dollar (\$1.00) and to provide all documentation and assurances of title as are requested by the Commission in connection with said proposed conveyances.

**NINTH:** No premises within the project to be connected to the facilities shall be occupied or used for any purpose whether or not sold by the Developer to others, unless and until such time as the facilities have been completed in accordance with the aforesaid plans, specifications and schedule and have been inspected, approved and accepted by the Commission and the Developer so notified in writing by the Commission.

TENTH: In the event of a dispute between the parties as to the subject matter of this Agreement, the dispute can be submitted to arbitration if the parties hereto mutually agree, or in a court of competent jurisdiction within the State of Maryland and St. Mary's County.

ELEVENTH: This Agreement shall be binding on and insure to the benefit of the heirs, successors, personal representatives and assigns of the parties hereto.

TWELFTH: The Developer shall warrantee all mechanical, electrical and control facilities for a period of twelve months and all earthwork for a period of eighteen months after they have been conveyed to the Commission. Failure of any of the facilities to perform properly or meet the conditions of paragraph FIRST shall be corrected as soon as possible after notification by the Commission. Failure of facilities to perform due to neglect or misuse by the Commission will void appropriate portion of the warranties. The warranties shall cover the cost of labor, equipment, and materials needed to correct any problems with said facilities.

WITNESS the hands and seals of the parties hereto, this day of

ATTEST.

[Signature]  
Secretary

ST. MARY'S COUNTY METROPOLITAN COMMISSION

By [Signature]  
Chairman

ATTEST:

[Signature]

DEVELOPER / PROPERTY OWNERS

By [Signature]

By \_\_\_\_\_

By \_\_\_\_\_

Mortgagor

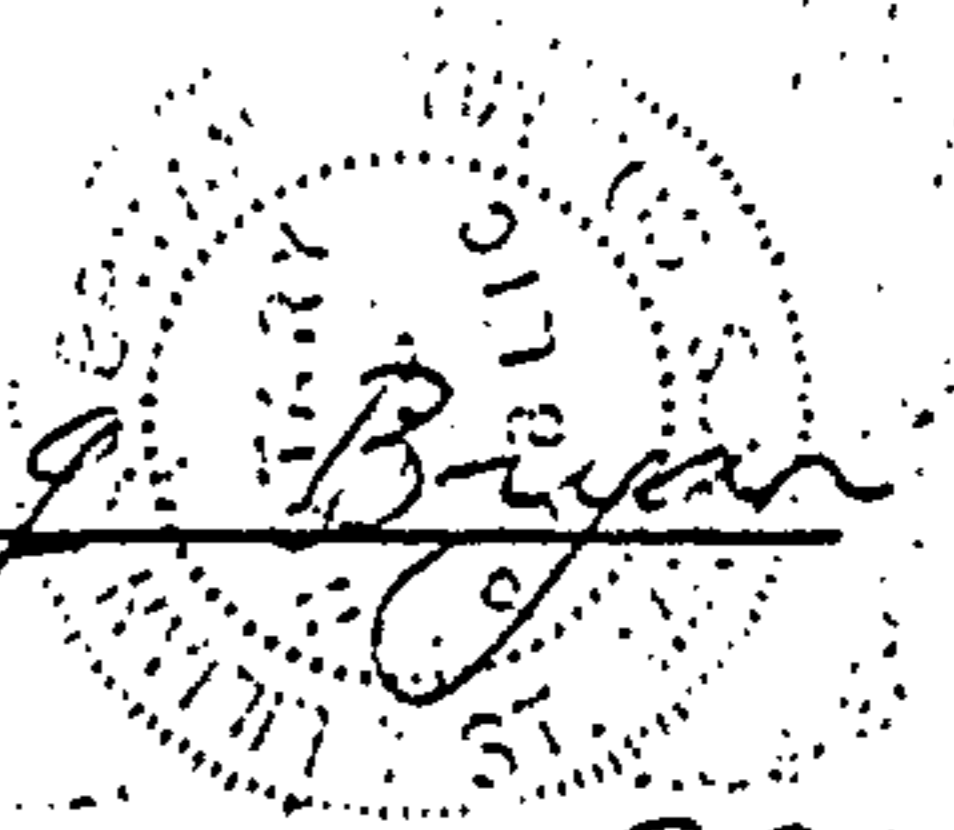
STATE OF MARYLAND, COUNTY OF ST. MARY'S, to wit:

I HEREBY CERTIFY that on this 19th day of November, 1991, before me, a Notary Public in and for the County of St. Mary's aforesaid personally appeared \_\_\_\_\_ Chairman of the St. Mary's County Metropolitan Commission, and on behalf of said Commission did acknowledge the foregoing instrument to be the act and deed of the St. Mary's County Metropolitan Commission.

WITNESS my hand and Notarial Seal.

[Signature]  
Notary Public

My Commission expires 2/1/92.



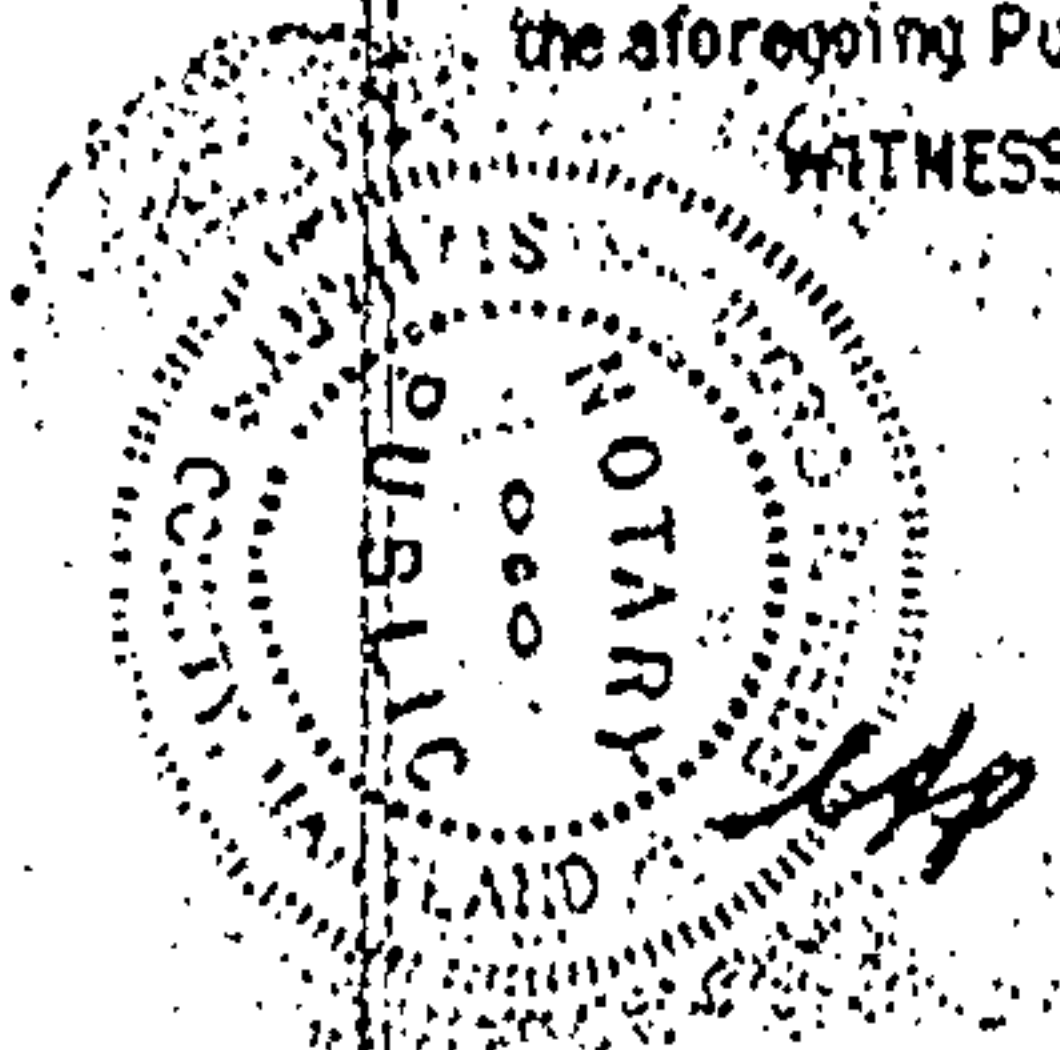
LIBER: 005 316

BOOK 647 PAGE 0058

STATE OF *Maryland*, COUNTY OF *St. Mary's*, to wit:

I HEREBY CERTIFY that on this *30<sup>th</sup>* day of *September*  
19 *91* before me, the subscriber, a Notary Public in the county aforesaid, personally  
appeared *Johnna Williams* and that he/she/they acknowledged  
the foregoing Public Works Agreement to be his/her/their act.

WITNESS my hand and Notarial Seal.



*Joseph P. Bell*  
\_\_\_\_\_  
Notary Public

EXHIBIT A

STATEMENT OF  
PROPOSED WATER FACILITIES  
AND PHASING

PROJECT NAME: Whaler's Creek Runn, Sec. 1, Ph. 1 & 2 TOTAL # OF PHASES: 2  
DEVELOPER: Millison Enterprises

PHASE 1

PLAT REF: Whaler's Creek Runn, Sec. 1, Ph. 1 & 2 # EDU'S TO BE SERVED: 110  
PROJECTED CONSTRUCTION START DATE: 8/01/91  
PROJECTED CONSTRUCTION COMPLETION DATE: 2/01/92  
FACILITIES TO BE CONSTRUCTED\*: Water pumping station, water storage tanks & water distribution system.

COMMISSION PARTICIPATION: None

PHASE 2

PLAT REF. # LOTS TO BE SERVED:  
PROJECTED CONSTRUCTION START DATE:  
PROJECTED CONSTRUCTION COMPLETION DATE:  
FACILITIES TO BE CONSTRUCTED\*:

COMMISSION PARTICIPATION:

PHASE 3

PLAT REF: # LOTS TO BE SERVED:  
PROJECTED CONSTRUCTION START DATE:  
PROJECTED CONSTRUCTION COMPLETION DATE:  
FACILITIES TO BE CONSTRUCTED\*:

COMMISSION PARTICIPATION:

(INDICATE ADDITIONAL PHASES ON SEPARATE SHEETS AS NECESSARY.)

\*The facilities listed also include FOR WATER PUMPING STATIONS: Wells, pumps, controls, generators, chlorinators, compressors, meters, valves, interior and exterior piping and appurtenances, together with all sites on which they are situate and 20' access to the same; FOR WATER STORAGE TANKS: Elevated storage tanks, standpipes, ground storage tanks, hydroneumatic tanks and surge tanks as required by the Commission, together with all sites on which they are situate and

20' access to the same: FOR DISTRIBUTION SYSTEMS: Mains, fire hydrants, valves and valve boxes, fittings, blow offs, water house connections, water house service lines, curb stops, curb stop boxes, water meter settings and appurtenances, together with 20' permanent easements over the same for maintenance and modifications of and connection to these facilities; along with any and all other facilities or appurtenances which in any way could be construed as part of the water system.

\*\* In the event the Commission is to participate in the cost of construction, payment of the Commission's share will be made in increments consistent with the work in place.

Developer:

J. L. M.  
(Initials)

Commission:

[Signature]  
(Initials)

EXHIBIT B

STATEMENT OF  
PROPOSED SEWERAGE FACILITIES  
AND PHASING

PROJECT NAME: Whaler's Creek Runn, Sec. 1, Ph. 1 & 2 TOTAL # OF PHASES: 2  
DEVELOPER: Millison Enterprises

PHASE 1

PLAT REF: Whaler's Creek Runn, Sec. 1, Ph. 1 & 2 # LOTS TO BE SERVED: 110  
PROJECTED CONSTRUCTION START DATE: 8/01/91  
PROJECTED CONSTRUCTION COMPLETION DATE: 2/01/92  
FACILITIES TO BE CONSTRUCTED\*: Wastewater collection system

COMMISSION PARTICIPATION: None

PHASE 2

PLAT REF: # LOTS TO BE SERVED:  
PROJECTED CONSTRUCTION START DATE:  
PROJECTED CONSTRUCTION COMPLETION DATE:  
FACILITIES TO BE CONSTRUCTED\*:

COMMISSION PARTICIPATION:

PHASE 3

PLAT REF: # LOTS TO BE SERVED:  
PROJECTED CONSTRUCTION START DATE:  
PROJECTED CONSTRUCTION COMPLETION DATE:  
FACILITIES TO BE CONSTRUCTED\*:

COMMISSION PARTICIPATION:

(INDICATE ADDITIONAL PHASES ON SEPARATE SHEETS AS NECESSARY.)

\* The facilities also include for WASTEWATER PUMPING STATIONS: pumps, wet wells, generators, compressors, meters, valves, interior and exterior piping and appurtenances, together with all sites on which they are situated and 20' access to the same. FOR WASTEWATER TREATMENT PLANTS: Storage lagoons, physical plants influent and effluent lines, lift stations, generators, together with all sites on which they are situated and 20' access to the same; FOR COLLECTION SYSTEMS: Collector and lateral sewers, interceptor sewers, force mains, sewer house

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service lines, air release valves, house connections, together with 20' permanent easements over the same for maintenance and modification of connection to these facilities; along with any and all other facilities or appurtenances which in any way could be construed as part of the sewerage system.

\*\* In the event the Commission is to participate in the cost of construction, payment of the Commission's share will be made in increments consistent with the work in place.

Developer: J.L.M.  
(Initials)

Commission: [Signature]  
(Initials)

*Del. by Sherman*

JAN 20 1992

EVELYN W. ARNOLD, CLERK



## PUBLIC WORKS AGREEMENT

THIS AGREEMENT by and between the ST. MARY'S COUNTY METROPOLITAN COMMISSION, hereinafter the "Commission" and Millison Enterprises hereinafter the "Developer".

1:01PH01/16/92A	CO.COM	\$0.00
1:01PH01/16/92A	MECOM	\$0.00

WHEREAS, the Commission is responsible for all water and sewerage projects in the eighth Sanitary District, and,

WHEREAS, the Developer is developing certain real property within the said Sanitary District known and described as Whaler's Creek Runn and,

WHEREAS, the Developer, whether by requirement of the County or by choice desires to construct central off-site force main facilities, hereinafter the "facilities", to serve the aforementioned property, and,

WHEREAS, the Developer seeks the approval of the Commission for the construction of such facilities, and,

WHEREAS, the Concept Plan for the aforementioned development has been submitted to and approved by the Board of County Commissioners of St. Mary's County or their duly appointed agent.

NOW THEREFORE, in consideration of the premises and of the mutual covenants and agreements herein, it is agreed by the parties as follows:

**FIRST:** The Developer shall design the facilities in accordance with the St. Mary's County Standard Specifications for Water and Sewerage Construction, the Comprehensive Water and Sewerage Plans for St. Mary's County and any other rules, regulations, directives or special instructions issued by the Commission for the State and Federal Governments.

**SECOND:** The Developer shall submit a statement to be included as Exhibit A and/or B of this document, setting forth a proposed phasing for the construction of the facilities and a proposed schedule of completion for said phase or phases, said statement to be subject to the approval of the Commission. The Developer shall also submit an itemized engineer's estimate of the total cost to complete the facilities for each phase of the development as it occurs, such estimates also being subject to the approval of the Commission. The Developer shall also submit a copy of all Easement Agreements pertaining to the off-site force main which eventually will be turned over to the Commission at a later date.

**THIRD:** On or before the signing of this Agreement by the parties, the Developer shall furnish a bond or bonds, the form of surety or sureties thereof to be as approved by the Commission. Said bond shall be payable to the Commission, its successors and assigns in a sum equal to the aforesaid engineering estimate for the cost of constructing the facilities, plus ten percent for contingencies, or the amount of the contract prices, whichever is higher, conditioned that the Developer shall well and truly perform and fulfill the

covenants, conditions, stipulations and terms of this Agreement, such bond or bonds to be and remain in force until such time as the warrantee period on the completed facilities expires; it being understood that bonding may be accomplished incrementally in accordance with the phases and schedule established under paragraph SECOND above; it being further understood that alternatives to bonding, such as Irrevocable Letters of Credit or Irrevocable Commitments of Funds may be approved by the Commission.

**FOURTH:** The Developer shall pay to the Commission the following fees:

Review Fees: \$ 0.00 based upon \$ N/A per residential lot,  
or EDU and, \$ N/A per commercial lot or EDU payable upon  
execution of this Agreement.

Inspection Fees: \$ 2360.00 based upon 3% of the Bond or Letter of Credit  
payable upon execution of this Agreement. Said amount shall be  
placed in an account by the Commission and shall be drawn upon from  
time to time to reimburse the Commission for the direct and indirect  
cost of said inspection service, and if said cost is less than the  
inspection fee initially collected, the remaining balance shall be  
returned to the Developer or, if the final total inspection cost is more  
than the inspection fee initially collected, the Developer shall pay to  
the Commission the difference. The Commission may, at it's option,  
elect to have the responsibility for construction inspection and assurance  
that all work is performed in accordance with the approved plans and  
specifications remain with the Developer and, accordingly, no fee will  
be charged. In this latter case, upon the project's completion, the  
Developer shall provide to the Commission a Project Completion  
Certification, Attachment (C), signed by a professional engineer  
registered in the State of Maryland.

Connection Charges: \$ 0.00 based upon \$ 0.00 per connection  
upon execution of this Agreement or the time a connection permit is  
issued.

Debt Serve Charge: \$ 0.00 per month based upon N/A  
front feet at \$ N/A front foot per year payment beginning  
at the time capacity allocation is made (Record Plat Approval)  
or service available, whichever occurs first.

Service Charge: \$ 0.00 per month based upon \$ 0.00  
per month per EDU beginning when service is utilized. This  
Service Charge reflects the currently approved rate and is  
subject to change.

Water Supply Fees: \$ N/A per EDU for developments without supply (wells) that utilize the public water system, payable upon execution of this Agreement.

Water Storage Fees: \$ N/A per EDU for developments without storage facilities that utilize the public water system, payable upon execution of this Agreement.

**FIFTH:** The Developer shall construct all of the facilities set forth in Exhibit A and/or B of this document, according to the schedule and in the phase or phases of construction indicated therein, and that in the case of multi-phased projects, no phase beyond the first shall be commenced, until the facilities constructed under all previous phases have been approved and accepted by the Commission.

**SIXTH:** The Developer shall construct the facilities in accordance with final plans and specifications, and any amendments thereto, submitted to and approved by the Commission. Further, no work in connection with the construction of the facilities shall be commenced prior to the time the Commission has approved said final plans and specifications and the Developer has applied for and secured from the Commission a permit authorizing such construction. Within sixty days after the construction of any phase is completed, a completed set of "As-Built" drawings shall be submitted to the Commission.

**SEVENTH:** The Developer shall make available the property being improved to any duly authorized representative of the Commission at all reasonable times for the purpose of inspecting the construction of the facilities.

**EIGHTH:** Upon completion and acceptance by the Commission of the facilities as set forth in paragraph SECOND above, the Developer, when requested to do so by the Commission, agrees to convey all of the facilities with the appropriate sites, easements, and rights-of-way to the Commission for the nominal sum of One Dollar (\$1.00) and to provide all documentation and assurances of title as are requested by the Commission in connection with said proposed conveyances.

**NINTH:** No premises within the project to be connected to the facilities shall be occupied or used for any purpose whether or not sold by the Developer to others, unless and until such time as the facilities have been completed in accordance with the aforesaid plans, specifications and schedule and have been inspected, approved and accepted by the Commission and the Developer so notified in writing by the Commission.

TENTH: In the event of a dispute between the parties as to the subject matter of this Agreement, the dispute can be submitted to arbitration if the parties hereto mutually agree, or in a court of competent jurisdiction within the State of Maryland and St. Mary's County.

ELEVENTH: This Agreement shall be binding on and insure to the benefit of the heirs, successors, personal representatives and assigns of the parties hereto.

TWELFTH: The Developer shall warrantee all mechanical, electrical and control facilities for a period of twelve months and all earthwork for a period of eighteen months after they have been conveyed to the Commission. Failure of any of the facilities to perform properly or meet the conditions of paragraph FIRST shall be corrected as soon as possible after notification by the Commission. Failure of facilities to perform due to neglect or misuse by the Commission will void appropriate portion of the warranties. The warranties shall cover the cost of labor, equipment, and materials needed to correct any problems with said facilities.

WITNESS the hands and seals of the parties hereto, this day of

ATTEST: [Signature] Secretary ST. MARY'S COUNTY METROPOLITAN COMMISSION  
By [Signature] Chairman

ATTEST: [Signature] DEVELOPER / PROPERTY OWNERS  
By [Signature]  
By \_\_\_\_\_  
By \_\_\_\_\_  
Mortgagor

STATE OF MARYLAND, COUNTY OF ST. MARY'S, to wit:  
I HEREBY CERTIFY that on this 19th day of November, 1991, before me, a Notary Public in and for the County of St. Mary's aforesaid personally appeared Francis P. Egan, Chairman of the St. Mary's County Metropolitan Commission, and on behalf of said Commission did acknowledge the foregoing instrument to be the act and deed of the St. Mary's County Metropolitan Commission.

WITNESS my hand and Notarial Seal.

[Signature]  
Notary Public

My commission expires 2/1/92.




LIBER 005 325

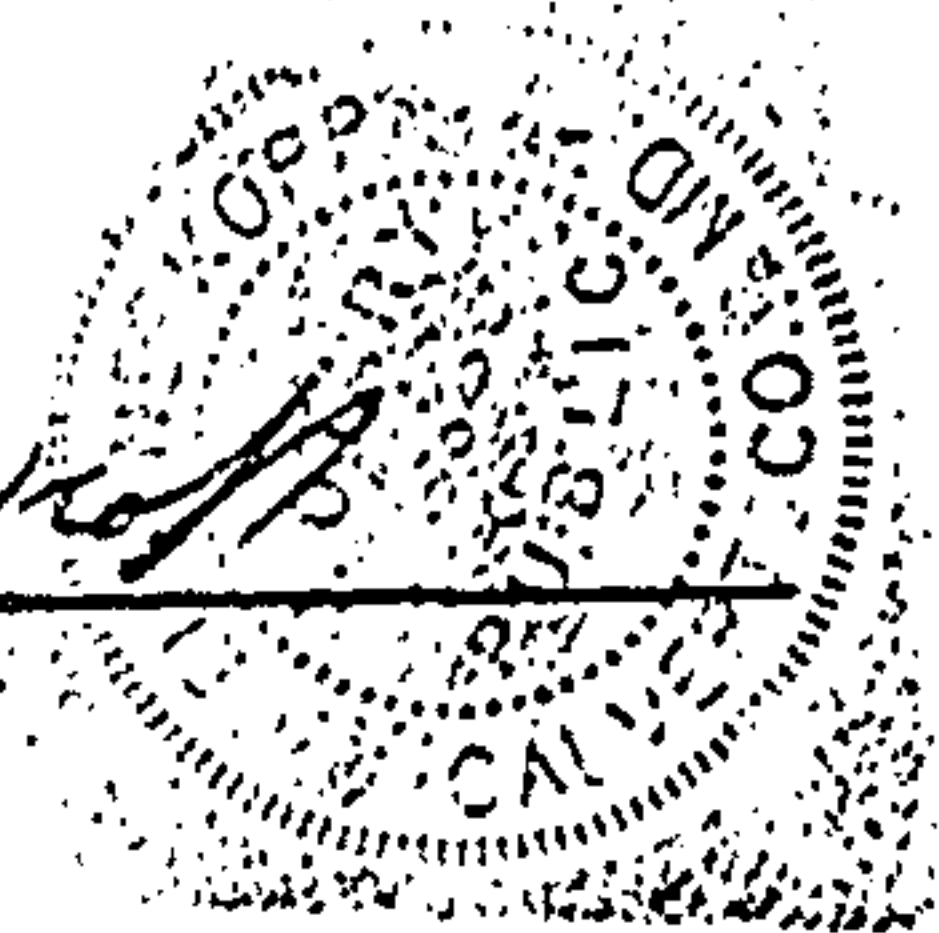
BOOK 647 PAGE 0067

STATE OF *MD*, COUNTY OF *ST. MARYS*, to wit:

I HEREBY CERTIFY that on this *22* day of *JULY*  
19 *91* before me, the subscriber, a Notary Public in the county aforesaid, personally  
appeared *L. Miklis* and that he/she/they acknowledged  
the foregoing Public Works Agreement to be his/her/their act.

WITNESS my hand and Notarial Seal.

  
Notary Public



LIBER: 005 326

EXHIBIT B

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STATEMENT OF  
PROPOSED SEWERAGE FACILITIES  
AND PHASING

PROJECT NAME: Whaler's Creek Runn  
DEVELOPER: Millison Enterprises

TOTAL # OF PHASES: 1

PHASE 1

PLAT REF: Whaler's Creek Runn

# LOTS TO BE SERVED: N/A

PROJECTED CONSTRUCTION START DATE: 7/15/91

PROJECTED CONSTRUCTION COMPLETION DATE: 1/15/92

FACILITIES TO BE CONSTRUCTED\*: Off-site Collection System, 6589 L.F. Force main, 186 L.F. Bore & Jack, 3 Clean outs and 3 Air Release Valves

COMMISSION PARTICIPATION: None

PHASE 2

PLAT REF:

# LOTS TO BE SERVED:

PROJECTED CONSTRUCTION START DATE:

PROJECTED CONSTRUCTION COMPLETION DATE:

FACILITIES TO BE CONSTRUCTED\*:

COMMISSION PARTICIPATION:

PHASE 3

PLAT REF:

# LOTS TO BE SERVED:

PROJECTED CONSTRUCTION START DATE:

PROJECTED CONSTRUCTION COMPLETION DATE:

FACILITIES TO BE CONSTRUCTED\*:

COMMISSION PARTICIPATION:

(INDICATE ADDITIONAL PHASES ON SEPARATE SHEETS AS NECESSARY.)

\* The facilities also include for WASTEWATER PUMPING STATIONS: pumps, wet wells, generators, compressors, meters, valves, interior and exterior piping and appurtenances, together with all sites on which they are situated and 20' access to the same. FOR WASTEWATER TREATMENT PLANTS: Storage lagoons, physical plants influent and effluent lines, lift stations, generators, together with all sites on which they are situated and 20' access to the same; FOR COLLECTION SYSTEMS: Collector and lateral sewers, interceptor sewers, force mains, sewer house

LIBER 005 327

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service lines, air release valves, house connections, together with 20' permanent easements over the same for maintenance and modification of connection to these facilities; along with any and all other facilities or appurtenances which in any way could be construed as part of the sewerage system.

\*\* In the event the Commission is to participate in the cost of construction, payment of the Commission's share will be made in increments consistent with the work in place.

Commission:

SPG

(Initials)

Developer:

R. Million

(Initials)

*Del. L. L. Sherman*

JAN 20 1992

EVELYN W. ARNOLD, CLERK

PUBLIC WORKS AGREEMENT

**THIS AGREEMENT** by and between the ST. MARY'S COUNTY METROPOLITAN COMMISSION, hereinafter the "Commission" and Millison Enterprises hereinafter the "Developer".

1101PM01/16/92A	CO.COM	\$0.00
1101PM01/16/92A	NECOM	\$0.00

**WHEREAS**, the Commission is responsible for all water and sewerage projects in the eighth Sanitary District, and,

**WHEREAS**, the Developer is developing certain real property within the said Sanitary District known and described as Whaler's Creek Runn and,

**WHEREAS**, the Developer, whether by requirement of the County or by choice desires to construct central sewerage facilities, hereinafter the "facilities", to serve the aforementioned property, and,

**WHEREAS**, the Developer seeks the approval of the Commission for the construction of such facilities, and,

**WHEREAS**, the Concept Plan for the aforementioned development has been submitted to and approved by the Board of County Commissioners of St. Mary's County or their duly appointed agent.

**NOW THEREFORE**, in consideration of the premises and of the mutual covenants and agreements herein, it is agreed by the parties as follows:

**FIRST:** The Developer shall design the facilities in accordance with the St. Mary's County Standard Specifications for Water and Sewerage Construction, the Comprehensive Water and Sewerage Plans for St. Mary's County and any other rules, regulations, directives or special instructions issued by the Commission for the State and Federal Governments.

**SECOND:** The Developer shall submit a statement to be included as Exhibit A and/or B of this document, setting forth a proposed phasing for the construction of the facilities and a proposed schedule of completion for said phase or phases, said statement to be subject to the approval of the Commission. The Developer shall also submit an itemized engineer's estimate of the total cost to complete the facilities for each phase of the development as it occurs, such estimates also being subject to the approval of the Commission. The Developer shall also submit a copy of the deed proving he/she is the sole owner, or a legal opinion/certification listing all other parties with an interest in the property.

**THIRD:** On or before the signing of this Agreement by the parties, the Developer shall furnish a bond or bonds, the form of surety or sureties thereof to be as approved by the Commission. Said bond shall be payable to the Commission, its successors and assigns in a sum equal to the aforesaid engineering estimate for the cost of constructing the facilities, plus ten percent for contingencies, or the amount of the contract prices, whichever is higher, conditioned that the Developer shall well and truly perform and fulfill the



covenants, conditions, stipulations and terms of this Agreement, such bond or bonds to be and remain in force until such time as the warrantee period on the completed facilities expires; it being understood that bonding may be accomplished incrementally in accordance with the phases and schedule established under paragraph SECOND above; it being further understood that alternatives to bonding, such as Irrevocable Letters of Credit or Irrevocable Commitments of Funds may be approved by the Commission.

**FOURTH:** The Developer shall pay to the Commission the following fees:

Review Fees: \$ 0.00 based upon \$ N/A per residential lot, or EDU and \$ N/A per commercial lot or EDU payable upon execution of this Agreement.

Inspection Fees: \$ 5841.00 based upon 3% of the Bond or Letter of Credit payable upon execution of this Agreement. Said amount shall be placed in an account by the Commission and shall be drawn upon from time to time to reimburse the Commission for the direct and indirect cost of said inspection service, and if said cost is less than the inspection fee initially collected, the remaining balance shall be returned to the Developer or, if the final total inspection cost is more than the inspection fee initially collected, the Developer shall pay to the Commission the difference. The Commission may, at its option, elect to have the responsibility for construction inspection and assurance that all work is performed in accordance with the approved plans and specifications remain with the Developer and, accordingly, no fee will be charged. In this latter case, upon the project's completion, the Developer shall provide to the Commission a Project Completion Certification, Attachment (C), signed by a professional engineer registered in the State of Maryland.

Connection Charges: \$ 0.00 based upon \$ 0.00 per connection upon execution of this Agreement or the time a connection permit is issued.

Debt Serve Charge: \$ 0.00 per month based upon N/A front feet at \$ N/A front foot per year payment beginning at the time capacity allocation is made (Record Plat Approval) or service available, whichever occurs first.

Service Charge: \$ 0.00 per month based upon \$ 0.00 per month per EDU beginning when service is utilized. This Service Charge reflects the currently approved rate and is subject to change.

Water Supply Fees: \$ N/A per EDU for developments without supply (wells) that utilize the public water system, payable upon:

1. The time the Connection Permit is issued or,
  2. The time the Developer sells an individual lot or lots or,
  3. The 365th day after the execution of this Agreement or,
- whichever occurs first.

Water Storage Fees: \$ N/A per EDU for developments without storage facilities that utilize the public water system, payable upon:

1. The time the Connection Permit is issued or,
  2. The time the Developer sells an individual lot or lots or,
  3. The 365th day after the execution of this Agreement or,
- whichever occurs first.

**FIFTH:** The Developer shall construct all of the facilities set forth in Exhibit A and/or B of this document, according to the schedule and in the phase or phases of construction indicated therein, and that in the case of multi-phased projects, no phase beyond the first shall be commenced, until the facilities constructed under all previous phases have been approved and accepted by the Commission.

**SIXTH:** The Developer shall construct the facilities in accordance with final plans and specifications, and any amendments thereto, submitted to and approved by the Commission. Further, no work in connection with the construction of the facilities shall be commenced prior to the time the Commission has approved said final plans and specifications and the Developer has applied for and secured from the Commission a permit authorizing such construction. Within sixty days after the construction of any phase is completed, a completed set of "As-Built" drawings shall be submitted to the Commission.

**SEVENTH:** The Developer shall make available the property being improved to any duly authorized representative of the Commission at all reasonable times for the purpose of inspecting the construction of the facilities.

**EIGHTH:** Upon completion and acceptance by the Commission of the facilities as set forth in paragraph SECOND above, the Developer, when requested to do so by the Commission, agrees to convey all of the facilities with the appropriate sites, easements, and rights-of-way to the Commission for the nominal sum of One Dollar (\$1.00) and to provide all documentation and assurances of title as are requested by the Commission in connection with said proposed conveyances.

**NINTH:** No premises within the project to be connected to the facilities shall be occupied or used for any purpose whether or not sold by the Developer to others, unless and until such time as the facilities have been completed in accordance with the aforesaid plans, specifications and schedule and have been inspected, approved and accepted by the Commission and the Developer so notified in writing by the Commission.

TENTH: In the event of a dispute between the parties as to the subject matter of this Agreement, the dispute can be submitted to arbitration if the parties hereto mutually agree, or in a court of competent jurisdiction within the State of Maryland and St. Mary's County.

ELEVENTH: This Agreement shall be binding on and insure to the benefit of the heirs, successors, personal representatives and assigns of the parties hereto.

TWELFTH: The Developer shall warrantee all mechanical, electrical and control facilities for a period of twelve months and all earthwork for a period of eighteen months after they have been conveyed to the Commission. Failure of any of the facilities to perform properly or meet the conditions of paragraph FIRST shall be corrected as soon as possible after notification by the Commission. Failure of facilities to perform due to neglect or misuse by the Commission will void appropriate portion of the warranties. The warranties shall cover the cost of labor, equipment, and materials needed to correct any problems with said facilities.

WITNESS the hands and seals of the parties hereto, this day of

ATTEST: [Signature]  
Secretary

ST. MARY'S COUNTY METROPOLITAN COMMISSION  
By [Signature]  
Chairman

ATTEST: [Signature]

DEVELOPER / PROPERTY OWNERS  
By [Signature]  
By \_\_\_\_\_  
By \_\_\_\_\_  
Mortgagor

STATE OF MARYLAND, COUNTY OF ST. MARY'S, to wit:  
I HEREBY CERTIFY that on this 19th day of November, 1991, before me, a Notary Public in and for the County of St. Mary's aforesaid personally appeared Francis P. Egan, Chairman of the St. Mary's County Metropolitan Commission, and on behalf of said Commission did acknowledge the foregoing instrument to be the act and deed of the St. Mary's County Metropolitan Commission.

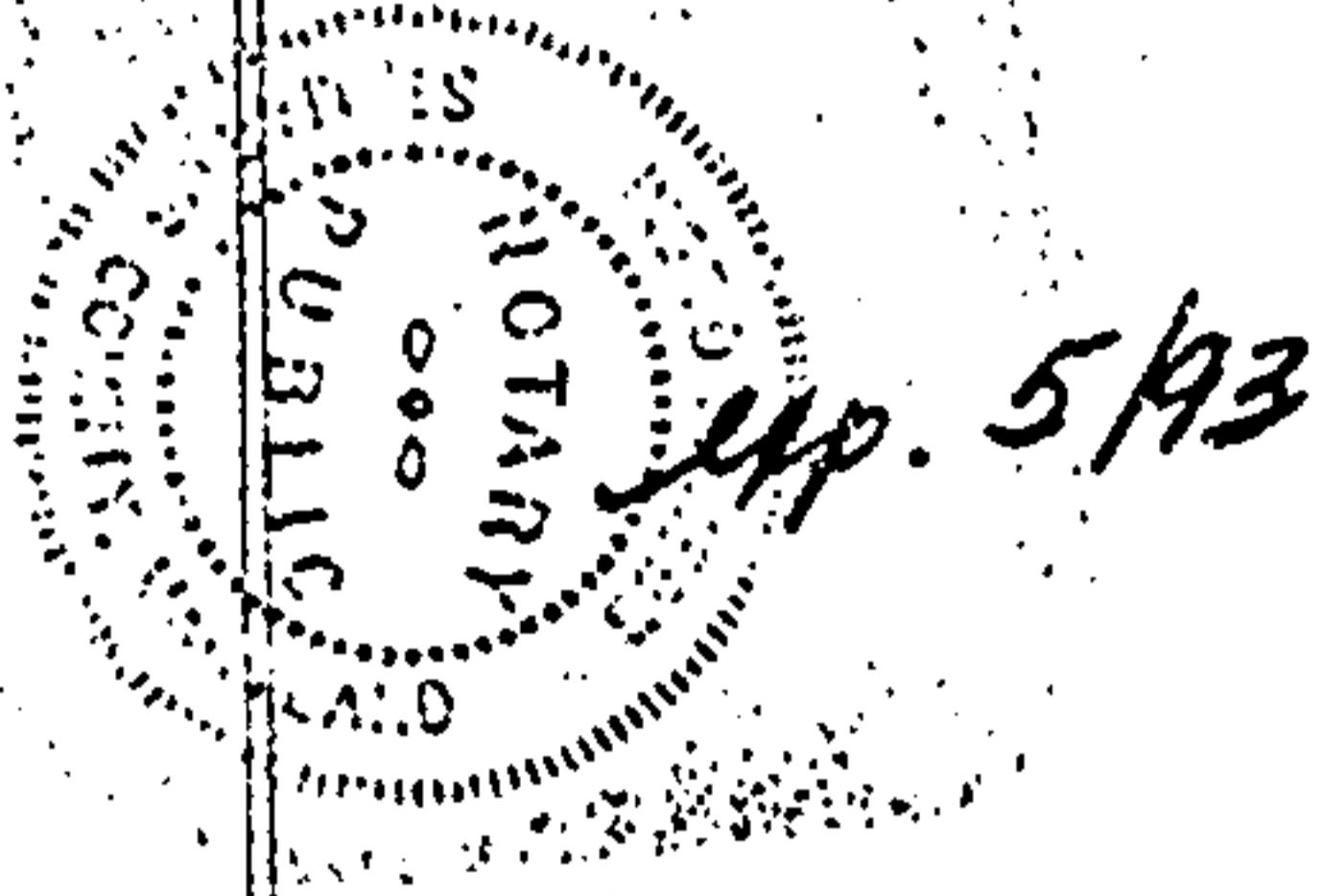
WITNESS my hand and Notarial Seal.

[Signature]  
Notary Public  
[Seal]  
My Commission Expires 2/1/92.

LIBER 005 332

BOOK 647 PAGE 0074

STATE OF *Maryland*, COUNTY OF *St. Mary's*, to wit:  
I HEREBY CERTIFY that on this *30th* day of *September*  
*1991* before me, the subscriber, a Notary Public in the county aforesaid, personally  
appeared *J. Laurent Killion* and that he/she/they acknowledged  
the foregoing Public Works Agreement to be his/her/their act.  
WITNESS my hand and Notarial Seal.



*Joseph A. Nett*  
Notary Public

EXHIBIT B

STATEMENT OF  
PROPOSED SEWERAGE FACILITIES  
AND PHASING

PROJECT NAME: Whaler's Creek Runn  
DEVELOPER: Millison Enterprises

TOTAL # OF PHASES: 1

PHASE 1

PLAT REF: Whaler's Creek Runn

# LOTS TO BE SERVED: N/A

PROJECTED CONSTRUCTION START DATE: 8/01/91

PROJECTED CONSTRUCTION COMPLETION DATE: 2/01/92

FACILITIES TO BE CONSTRUCTED\*: Wastewater pumping station, collection: 8" force main, 10" gravity sewer, 8" gravity sewer plus appurtenances.

COMMISSION PARTICIPATION:

PHASE 2

PLAT REF:

# LOTS TO BE SERVED:

PROJECTED CONSTRUCTION START DATE:

PROJECTED CONSTRUCTION COMPLETION DATE:

FACILITIES TO BE CONSTRUCTED\*:

COMMISSION PARTICIPATION:

PHASE 3

PLAT REF:

# LOTS TO BE SERVED:

PROJECTED CONSTRUCTION START DATE:

PROJECTED CONSTRUCTION COMPLETION DATE:

FACILITIES TO BE CONSTRUCTED\*:

COMMISSION PARTICIPATION:

(INDICATE ADDITIONAL PHASES ON SEPARATE SHEETS AS NECESSARY.)

\* The facilities also include for WASTEWATER PUMPING STATIONS: pumps, wet wells, generators, compressors, meters, valves, interior and exterior piping and appurtenances, together with all sites on which they are situated and 20' access to the same. FOR WASTEWATER TREATMENT PLANTS: Storage lagoons, physical plants influent and effluent lines, lift stations, generators, together with all sites on which they are situated and 20' access to the same; FOR COLLECTION SYSTEMS: Collector and lateral sewers, interceptor sewers, force mains, sewer house

service lines, air release valves, house connections, together with 20' permanent easements over the same for maintenance and modification of connection to these facilities; along with any and all other facilities or appurtenances which in any way could be construed as part of the sewerage system.

\*\* In the event the Commission is to participate in the cost of construction, payment of the Commission's share will be made in increments consistent with the work in place.

Commission: SPC  
(Initials)

Developer: J.L.M.  
(Initials)

*Ophi Lix Thomas*

JAN 20 1992

EVELYN W. ARNOLD, CLERK

**PUBLIC WORKS AGREEMENT**

**THIS AGREEMENT** by and between the ST. MARY'S COUNTY METROPOLITAN COMMISSION, hereinafter the "Commission" and Swarey Builders hereinafter the "Developer".

1:01PM01/16/92R	CO.COM	\$0.00
1:01PM01/16/92R	MECOM	\$0.00

**WHEREAS**, the Commission is responsible for all water and sewerage projects in the tenth Sanitary District, and,

**WHEREAS**, the Developer is developing certain real property within the said Sanitary District known and described as Laurel Ridge, Sect. 4B and,

**WHEREAS**, the Developer, whether by requirement of the County or by choice desires to construct central water facilities, hereinafter the "facilities", to serve the aforementioned property, and,

**WHEREAS**, the Developer seeks the approval of the Commission for the construction of such facilities, and,

**WHEREAS**, the Concept Plan for the aforementioned development has been submitted to and approved by the Board of County Commissioners of St. Mary's County or their duly appointed agent.

**NOW THEREFORE**, in consideration of the premises and of the mutual covenants and agreements herein, it is agreed by the parties as follows:

**FIRST:** The Developer shall design the facilities in accordance with the St. Mary's County Standard Specifications for Water and Sewerage Construction, the Comprehensive Water and Sewerage Plans for St. Mary's County and any other rules, regulations, directives or special instructions issued by the Commission for the State and Federal Governments.

**SECOND:** The Developer shall submit a statement to be included as Exhibit A and/or B of this document, setting forth a proposed phasing for the construction of the facilities and a proposed schedule of completion for said phase or phases, said statement to be subject to the approval of the Commission. The Developer shall also submit an itemized engineer's estimate of the total cost to complete the facilities for each phase of the development as it occurs, such estimates also being subject to the approval of the Commission. The Developer shall also submit a copy of the deed proving he/she is the sole owner, or a legal opinion/certification listing all other parties with an interest in the property.

**THIRD:** On or before the signing of this Agreement by the parties, the Developer shall furnish a bond or bonds, the form of surety or sureties thereof to be as approved by the Commission. Said bond shall be payable to the Commission, its successors and assigns in a sum equal to the aforesaid engineering estimate for the cost of constructing the facilities, plus ten percent for contingencies, or the amount of the contract prices, whichever is higher, conditioned that the Developer shall well and truly perform and fulfill the

covenants, conditions, stipulations and terms of this Agreement, such bond or bonds to be and remain in force until such time as the warranty period on the completed facilities expires; it being understood that bonding may be accomplished incrementally in accordance with the phases and schedule established under paragraph SECOND above; it being further understood that alternatives to bonding, such as Irrevocable Letters of Credit or Irrevocable Commitments of Funds may be approved by the Commission.

**FOURTH:** The Developer shall pay to the Commission the following fees:

Review Fees: \$ 1755.00 based upon \$ 45.00 per residential lot,  
or EDU and, \$ N/A per commercial lot or EDU payable upon  
execution of this Agreement.

• Inspection Fees: \$ 1021.00 based upon 3% of the Bond or Letter of Credit payable upon execution of this Agreement. Said amount shall be placed in an account by the Commission and shall be drawn upon from time to time to reimburse the Commission for the direct and indirect cost of said inspection service, and if said cost is less than the inspection fee initially collected, the remaining balance shall be returned to the Developer or, if the final total inspection cost is more than the inspection fee initially collected, the Developer shall pay to the Commission the difference. The Commission may, at its option, elect to have the responsibility for construction inspection and assurance that all work is performed in accordance with the approved plans and specifications remain with the Developer and, accordingly, no fee will be charged. In this latter case, upon the project's completion, the Developer shall provide to the Commission a Project Completion Certification, Attachment (C), signed by a professional engineer registered in the State of Maryland.

Connection Charges: \$ 3510.00 based upon \$ 90.00 per connection  
upon execution of this Agreement or the time a connection permit is  
issued.

Debt Serve Charge: \$ 0.00 per month based upon N/A  
front feet at \$ N/A front foot per year payment beginning  
at the time capacity allocation is made (Record Plat Approval)  
or service available, whichever occurs first.

Service Charge: \$ 393.90 per month based upon \$ 10.10  
per month per EDU beginning when service is utilized. This  
Service Charge reflects the currently approved rate and is  
subject to change.



Water Supply Fees: \$ N/A per EDU for developments without supply (wells) that utilize the public water system, payable upon execution of this Agreement.

Water Storage Fees: \$ N/A per EDU for developments without storage facilities that utilize the public water system, payable upon execution of this Agreement.

**FIFTH:** The Developer shall construct all of the facilities set forth in Exhibit A and/or B of this document, according to the schedule and in the phase or phases of construction indicated therein, and that in the case of multi-phased projects, no phase beyond the first shall be commenced, until the facilities constructed under all previous phases have been approved and accepted by the Commission.

**SIXTH:** The Developer shall construct the facilities in accordance with final plans and specifications, and any amendments thereto, submitted to and approved by the Commission. Further, no work in connection with the construction of the facilities shall be commenced prior to the time the Commission has approved said final plans and specifications and the Developer has applied for and secured from the Commission a permit authorizing such construction. Within sixty days after the construction of any phase is completed, a completed set of "As-Built" drawings shall be submitted to the Commission.

**SEVENTH:** The Developer shall make available the property being improved to any duly authorized representative of the Commission at all reasonable times for the purpose of inspecting the construction of the facilities.

**EIGHTH:** Upon completion and acceptance by the Commission of the facilities as set forth in paragraph *SECOND* above, the Developer, when requested to do so by the Commission, agrees to convey all of the facilities with the appropriate sites, easements, and rights-of-way to the Commission for the nominal sum of One Dollar (\$1.00) and to provide all documentation and assurances of title as are requested by the Commission in connection with said proposed conveyances.

**NINTH:** No premises within the project to be connected to the facilities shall be occupied or used for any purpose whether or not sold by the Developer to others, unless and until such time as the facilities have been completed in accordance with the aforesaid plans, specifications and schedule and have been inspected, approved and accepted by the Commission and the Developer so notified in writing by the Commission.

TENTH: In the event of a dispute between the parties as to the subject matter of this Agreement, the dispute can be submitted to arbitration if the parties hereto mutually agree, or in a court of competent jurisdiction within the State of Maryland and St. Mary's County.

ELEVENTH: This Agreement shall be binding on and insure to the benefit of the heirs, successors, personal representatives and assigns of the parties hereto.

TWELFTH: The Developer shall warrantee all mechanical, electrical and control facilities for a period of twelve months and all earthwork for a period of eighteen months after they have been conveyed to the Commission. Failure of any of the facilities to perform properly or meet the conditions of paragraph FIRST shall be corrected as soon as possible after notification by the Commission. Failure of facilities to perform due to neglect or misuse by the Commission will void appropriate portion of the warranties. The warranties shall cover the cost of labor, equipment, and materials needed to correct any problems with said facilities.

WITNESS the hands and seals of the parties hereto, this day of

ATTEST:

ST. MARY'S COUNTY METROPOLITAN COMMISSION

*[Signature]*

By *[Signature]*

Secretary

Chairman

ATTEST:

DEVELOPER / PROPERTY OWNERS

*[Signature]*

By *[Signature]*

By \_\_\_\_\_

By none

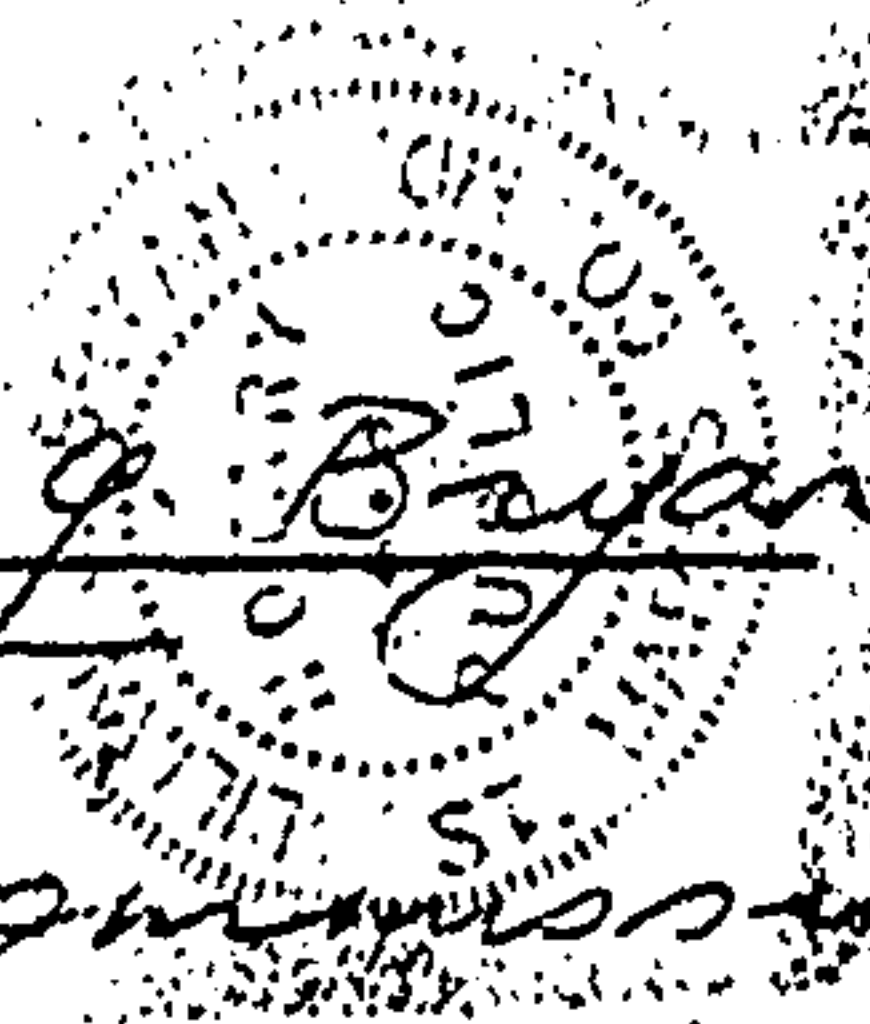
Mortgagor

STATE OF MARYLAND, COUNTY OF ST. MARY'S, to wit:

I HEREBY CERTIFY that on this 19th day of November, 1991, before me, a Notary Public in and for the County of St. Mary's aforesaid personally appeared \_\_\_\_\_ Chairman of the St. Mary's County Metropolitan Commission, and on behalf of said Commission did acknowledge the foregoing instrument to be the act and deed of the St. Mary's County Metropolitan Commission.

WITNESS my hand and Notarial Seal.

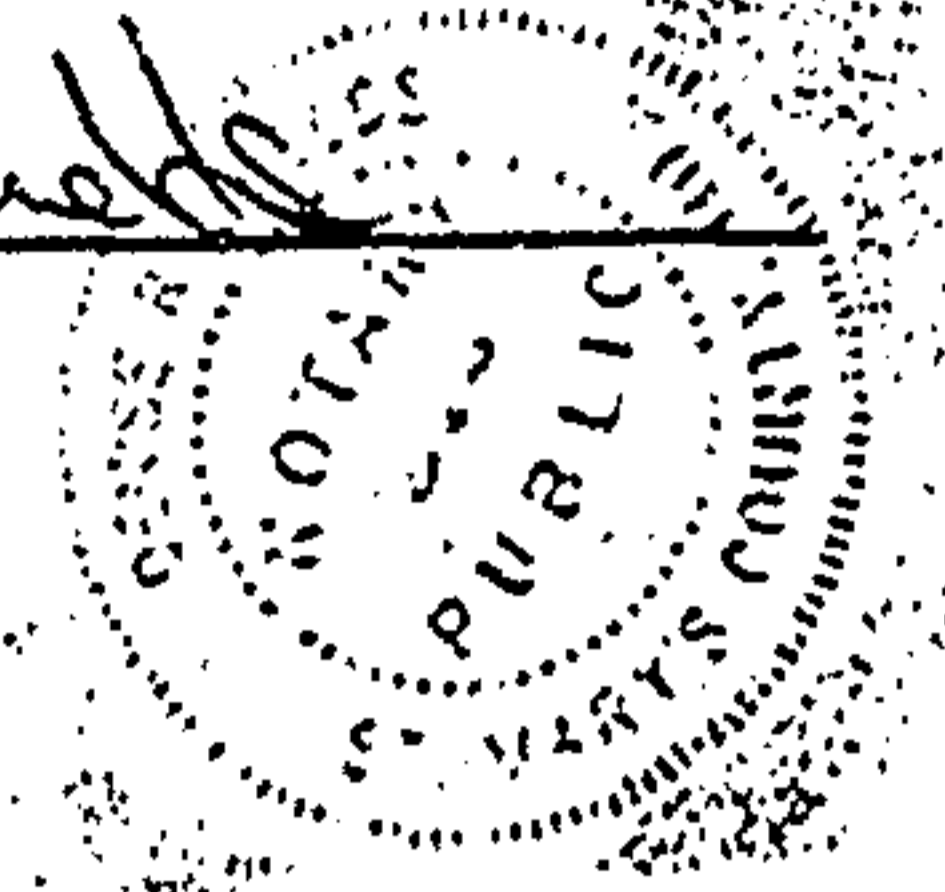
*Lillian J. Boylan*  
Notary Public  
*my commission expires 2/1/92.*



STATE OF Maryland, COUNTY OF St. Mary's, to wit:

I HEREBY CERTIFY that on this 22nd day of July 19 91 before me, the subscriber, a Notary Public in the county aforesaid, personally appeared Izrael Z. Swarey and that he ~~XXXXXX~~ acknowledged the foregoing Public Works Agreement to be his ~~XXXXXX~~ act.

WITNESS my hand and Notarial Seal.

*Raise R. Shick*  
Notary Public  


My Commission Expires: 10/1/94



LCER 005 341

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20' access to the same: FOR DISTRIBUTION SYSTEMS: Mains, fire hydrants, valves and valve boxes, fittings, blow offs, water house connections, water house service lines, curb stops, curb stop boxes, water meter settings and appurtenances, together with 20' permanent easements over the same for maintenance and modifications of and connection to these facilities; along with any and all other facilities or appurtenances which in any way could be construed as part of the water system.

\*\* In the event the Commission is to participate in the cost of construction, payment of the Commission's share will be made in increments consistent with the work in place.

Commission:

*[Handwritten Signature]*

(Initials)

Developer:

*[Handwritten Signature]*

(Initials)

*[Handwritten Signature]*

FEB 24 1992

EVELYN W. ARNOLD, CLERK

LIBER 005 342

**PUBLIC WORKS AGREEMENT**

**THIS AGREEMENT** by and between the ST. MARY'S COUNTY METROPOLITAN COMMISSION, hereinafter the "Commission" and Patuxent Park West II Ltd. Ptnrs hereinafter the "Developer".

11:50AM02/19/92D MECOM \$0.00

**WHEREAS**, the Commission is responsible for all water and sewerage projects in the eighth Sanitary District, and,

**WHEREAS**, the Developer is developing certain real property within the said Sanitary District known and described as Patuxent Park West II and,

**WHEREAS**, the Developer, whether by requirement of the County or by choice desires to construct central water and sewerage facilities, hereinafter the "facilities", to serve the aforementioned property, and,

**WHEREAS**, the Developer seeks the approval of the Commission for the construction of such facilities, and,

**WHEREAS**, the Concept Plan for the aforementioned development has been submitted to and approved by the Board of County Commissioners of St. Mary's County or their duly appointed agent.

**NOW THEREFORE**, in consideration of the premises and of the mutual covenants and agreements herein, it is agreed by the parties as follows:

**FIRST:** The Developer shall design the facilities in accordance with the St. Mary's County Standard Specifications for Water and Sewerage Construction, the Comprehensive Water and Sewerage Plans for St. Mary's County and any other rules, regulations, directives or special instructions issued by the Commission for the State and Federal Governments.

**SECOND:** The Developer shall submit a statement to be included as Exhibit A and/or B of this document, setting forth a proposed phasing for the construction of the facilities and a proposed schedule of completion for said phase or phases, said statement to be subject to the approval of the Commission. The Developer shall also submit an itemized engineer's estimate of the total cost to complete the facilities for each phase of the development as it occurs, such estimates also being subject to the approval of the Commission.

**THIRD:** On or before the signing of this Agreement by the parties, the Developer shall furnish a bond or bonds, the form of surety or sureties thereof to be as approved by the Commission. Said bond shall be payable to the Commission, its successors and assigns in a sum equal to the aforesaid engineering estimate for the cost of constructing the facilities, plus ten percent for contingencies, or the amount of the contract prices, whichever is higher, conditioned that the Developer shall well and truly perform and fulfill the

covenants, conditions, stipulations and terms of this Agreement, such bond or bonds to be and remain in force until such time as the warrantee period on the completed facilities expires; it being understood that bonding may be accomplished incrementally in accordance with the phases and schedule established under paragraph SECOND above; it being further understood that alternatives to bonding, such as Irrevocable Letters of Credit or Irrevocable Commitments of Funds may be approved by the Commission.

**FOURTH:** The Developer shall pay to the Commission the following fees:

Review Fees: \$ 3450.00 based upon \$ 75.00 per residential lot, or EDU and, \$ N/A per commercial lot or EDU payable upon execution of this Agreement.

Inspection Fees: \$ 00.00 based upon 3% of the Bond or Letter of Credit payable upon execution of this Agreement. Said amount shall be placed in an account by the Commission and shall be drawn upon from time to time to reimburse the Commission for the direct and indirect cost of said inspection service, and if said cost is less than the inspection fee initially collected, the remaining balance shall be returned to the Developer or, if the final total inspection cost is more than the inspection fee initially collected, the Developer shall pay to the Commission the difference. The Commission may, at its option, elect to have the responsibility for construction inspection and assurance that all work is performed in accordance with the approved plans and specifications remain with the Developer and, accordingly, no fee will be charged. In this latter case, upon the project's completion, the Developer shall provide to the Commission a Project Completed Certification, Attachment (C), signed by a professional engineer registered in the State of Maryland.

Connection Charges: \$ 8000.00 based upon \$ 1600.00 per connection upon execution of this Agreement or the time a connection permit is issued.

Debt Serve Charge: \$ 402.50 per month based upon 2300 front feet at \$ 2.10 front foot per year payment beginning at the time capacity allocation is made or service available, whichever occurs first.

Service Charge: \$ 634.69 per month based upon \$ 17.89 per month per EDU beginning when service is utilized. This Service Charge reflects the currently approved rate and is subject to change.

LIBER 005 344

**Water Supply Fees:** \$ 200.00 per EDU for developments without supply (wells) that utilize the public water system, payable at the time a connection permit is issued or when the original Developer sells the lot(s), whichever occurs first.

**Water Storage Fees:** \$ 300.00 per EDU for developments without storage facilities that utilize the public water system, payable at the time a connection permit is issued or when the original Developer sells the lot(s), whichever occurs first.

**FIFTH:** The Developer shall construct all of the facilities set forth in Exhibit A and/or B of this document, according to the schedule and in the phase or phases of construction indicated therein, and that in the case of multi-phased projects, no phase beyond the first shall be commenced, until the facilities constructed under all previous phases have been approved and accepted by the Commission.

**SIXTH:** The Developer shall construct the facilities in accordance with final plans and specifications, and any amendments thereto, submitted to and approved by the Commission. Further, no work in connection with the construction of the facilities shall be commenced prior to the time the Commission has approved said final plans and specifications and the Developer has applied for and secured from the Commission a permit authorizing such construction. Within sixty days after the construction of any phase is completed, a completed set of "As-Built" drawings shall be submitted to the Commission.

**SEVENTH:** The Developer shall make available the property being improved to any duly authorized representative of the Commission at all reasonable times for the purpose of inspecting the construction of the facilities.

**EIGHTH:** Upon completion and acceptance by the Commission of the facilities as set forth in paragraph SECOND above, the Developer, when requested to do so by the Commission, agrees to convey all of the facilities with the appropriate sites, easements, and rights-of-way to the Commission for the nominal sum of One Dollar (\$1.00) and to provide all documentation and assurances of title as are requested by the Commission in connection with said proposed conveyances.

**NINTH:** No premises within the project to be connected to the facilities shall be occupied or used for any purpose whether or not sold by the Developer to others, unless and until such time as the facilities have been completed in accordance with the aforesaid plans, specifications and schedule and have been inspected, approved and accepted by the Commission and the Developer so notified in writing by the Commission.



TENTH: In the event of a dispute between the parties as to the subject matter of this Agreement, the dispute can be submitted to arbitration if the parties hereto mutually agree, or in a court of competent jurisdiction within the State of Maryland and St. Mary's County.

ELEVENTH: This Agreement shall be binding on and insure to the benefit of the heirs, successors, personal representatives and assigns of the parties hereto.

TWELFTH: The Developer shall warrant all mechanical, electrical and control facilities for a period of twelve months and all earthwork for a period of eighteen months after they have been conveyed to the Commission. Failure of any of the facilities to perform properly or meet the conditions of paragraph FIRST shall be corrected as soon as possible after notification by the Commission. Failure of facilities to perform due to neglect or misuse by the Commission will void appropriate portion of the warranties. The warranties shall cover the cost of labor, equipment, and materials needed to correct any problems with said facilities.

WITNESS the hands and seals of the parties hereto, this day of

ATTEST:

Shirley L. King  
Secretary

ST. MARY'S COUNTY METROPOLITAN COMMISSION

By James P. Egan  
Chairman

ATTEST:

Patricia L. Perry

DEVELOPER / PROPERTY OWNERS:

By Ed Curley, Jr.

By \_\_\_\_\_

By \_\_\_\_\_

Mortgagor

STATE OF MARYLAND, COUNTY OF ST. MARY'S, to wit:

I HEREBY CERTIFY that on this 12<sup>th</sup> day of July, 1991, before me, a Notary Public in and for the County of St. Mary's aforesaid personally appeared James P. Egan Chairman of the St. Mary's County Metropolitan Commission, and on behalf of said Commission did acknowledge the foregoing instrument to be the act and deed of the St. Mary's County Metropolitan Commission.

WITNESS my hand and Notarial Seal.

Lillian G. Bryan  
Notary Public

My Commission Expires 2/1/92.

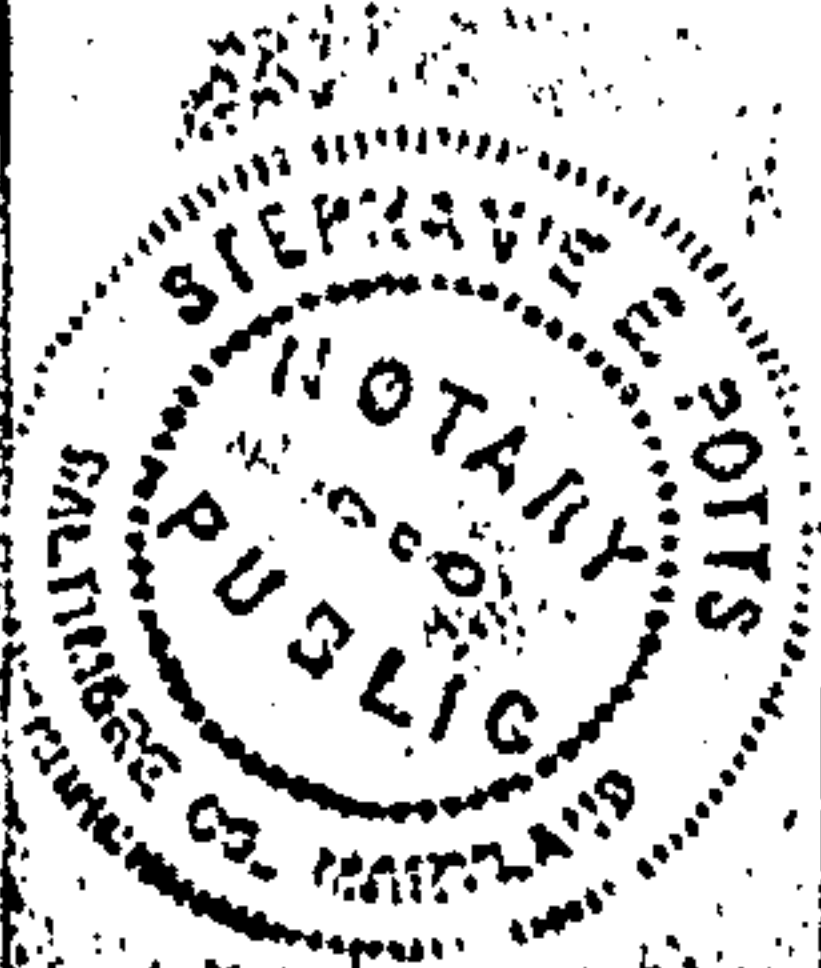
LIBER 005 346

STATE OF *Maryland*, COUNTY OF *St. Mary's*, to wit:

I HEREBY CERTIFY that on this *13* day of *May*

19*91* before me, the subscriber, a Notary Public in the county aforesaid, personally appeared *Edward R. Curley* and that he/she/they acknowledged the foregoing Public Works Agreement to be his/her/their act.

WITNESS my hand and Notarial Seal.



*Stephanie E Potts*  
Notary Public *8/17/94*

LIBER 005 347

EXHIBIT A

STATEMENT OF  
PROPOSED WATER FACILITIES  
AND PHASING

PROJECT NAME: Patuxent Park West II  
DEVELOPER: Patuxent Park West Townhouses II, Ltd. Pntrs.

TOTAL \* OF PHASES: 1

PHASE 1

PLAT REF: Patuxent Park West II  
PROJECTED CONSTRUCTION START DATE: 5/1/91  
PROJECTED CONSTRUCTION COMPLETION DATE: 5/1/92  
FACILITIES TO BE CONSTRUCTED\*: Water distribution system and service lines to serve 46 townhomes. Distribution system to be owned and operated by this Commission after completion.

\* EDU's TO BE SERVED: 46

COMMISSION PARTICIPATION: None

PHASE 2

PLAT REF:  
PROJECTED CONSTRUCTION START DATE:  
PROJECTED CONSTRUCTION COMPLETION DATE:  
FACILITIES TO BE CONSTRUCTED\*:

\* LOTS TO BE SERVED:

COMMISSION PARTICIPATION:

PHASE 3

PLAT REF:  
PROJECTED CONSTRUCTION START DATE:  
PROJECTED CONSTRUCTION COMPLETION DATE:  
FACILITIES TO BE CONSTRUCTED\*:

\* LOTS TO BE SERVED:

COMMISSION PARTICIPATION:

(INDICATE ADDITIONAL PHASES ON SEPARATE SHEETS AS NECESSARY.)

\*The facilities listed also include FOR WATER PUMPING STATIONS: Wells, pumps, controls, generators, chlorinators, compressors, meters, valves, interior and exterior piping and appurtenances, together with all sites on which they are situate and 20' access to the same; FOR WATER STORAGE TANKS: Elevated storage tanks, standpipes, ground storage tanks, hydroneumatic tanks and surge tanks as required by the Commission, together with all sites on which they are situate and

LEER 005 348

20' access to the same: FOR DISTRIBUTION SYSTEMS: Mains, fire hydrants, valves and valve boxes, fittings, blow offs, water house connections, water house service lines, curb stops, curb stop boxes, water meter settings and appurtenances, together with 20' permanent easements over the same for maintenance and modifications of and connection to these facilities; along with any and all other facilities or appurtenances which in any way could be construed as part of the water system.

\*\* In the event the Commission is to participate in the cost of construction, payment of the Commission's share will be made in increments consistent with the work in place.

Commission: SP

(Initials)

Developer: CE

(Initials)

USER 005 349

EXHIBIT B  
STATEMENT OF  
PROPOSED SEWERAGE FACILITIES  
AND PHASING

PROJECT NAME: Patuxent Park West II TOTAL # OF PHASES: 1  
DEVELOPER: Patuxent Park West Townhouses II, Ltd. Pntrs.

PHASE 1

PLAT REF: Patuxent Park West II # EDU's TO BE SERVED: 46  
PROJECTED CONSTRUCTION START DATE: 5/1/91  
PROJECTED CONSTRUCTION COMPLETION DATE: 5/1/92  
FACILITIES TO BE CONSTRUCTED\*: Sewerage Collection system & service lines to serve 46 townhomes. Collection system to be owned & operated by this Commission upon completion.

COMMISSION PARTICIPATION: None

PHASE 2

PLAT REF: # LOTS TO BE SERVED: .  
PROJECTED CONSTRUCTION START DATE:  
PROJECTED CONSTRUCTION COMPLETION DATE:  
FACILITIES TO BE CONSTRUCTED\*:

COMMISSION PARTICIPATION:

PHASE 3

PLAT REF: # LOTS TO BE SERVED:  
PROJECTED CONSTRUCTION START DATE:  
PROJECTED CONSTRUCTION COMPLETION DATE:  
FACILITIES TO BE CONSTRUCTED\*:

COMMISSION PARTICIPATION:

(INDICATE ADDITIONAL PHASES ON SEPARATE SHEETS AS NECESSARY.)

\* The facilities also include for WASTEWATER PUMPING STATIONS: pumps, wet wells, generators, compressors, meters, valves, interior and exterior piping and appurtenances, together with all sites on which they are situated and 20' access to the same. FOR WASTEWATER TREATMENT PLANTS: Storage lagoons, physical plants influent and effluent lines, lift stations, generators, together with all sites on which they are situated and 20' access to the same; FOR COLLECTION SYSTEMS: Collector and lateral sewers, interceptor sewers, force mains, sewer house

LIBER 005 350

service lines, air release valves, house connections, together with 20' permanent easements over the same for maintenance and modification of connection to these facilities; along with any and all other facilities or appurtenances which in any way could be construed as part of the sewerage system.

\*\* In the event the Commission is to participate in the cost of construction, payment of the Commission's share will be made in increments consistent with the work in place.

Commission: SPC  
(Initials)

Developer: AE  
(Initials)

*Old Liz Sherman*

FEB 24 1992

EVELYN W. ARNOLD, CLERK

## PUBLIC WORKS AGREEMENT

THIS AGREEMENT by and between the ST. MARY'S COUNTY METROPOLITAN COMMISSION, hereinafter the "Commission" and Patuxent Park West II Ltd. Ptnrs. hereinafter the "Developer".

11:50AM02/19/92D MECOM \$0.00

WHEREAS, the Commission is responsible for all water and sewerage projects in the eighth Sanitary District, and,

WHEREAS, the Developer is developing certain real property within the said Sanitary District known and described as Patuxent Park West II and,

WHEREAS, the Developer, whether by requirement of the County or by choice desires to construct central water and sewerage facilities, hereinafter the "facilities", to serve the aforementioned property, and,

WHEREAS, the Developer seeks the approval of the Commission for the construction of such facilities, and,

WHEREAS, the Concept Plan for the aforementioned development has been submitted to and approved by the Board of County Commissioners of St. Mary's County or their duly appointed agent.

NOW THEREFORE, in consideration of the premises and of the mutual covenants and agreements herein, it is agreed by the parties as follows:

**FIRST:** The Developer shall design the facilities in accordance with the St. Mary's County Standard Specifications for Water and Sewerage Construction, the Comprehensive Water and Sewerage Plans for St. Mary's County and any other rules, regulations, directives or special instructions issued by the Commission for the State and Federal Governments.

**SECOND:** The Developer shall submit a statement to be included as Exhibit A and/or B of this document, setting forth a proposed phasing for the construction of the facilities and a proposed schedule of completion for said phase or phases, said statement to be subject to the approval of the Commission. The Developer shall also submit an itemized engineer's estimate of the total cost to complete the facilities for each phase of the development as it occurs, such estimates also being subject to the approval of the Commission.

**THIRD:** On or before the signing of this Agreement by the parties, the Developer shall furnish a bond or bonds, the form of surety or sureties thereof to be as approved by the Commission. Said bond shall be payable to the Commission, its successors and assigns in a sum equal to the aforesaid engineering estimate for the cost of constructing the facilities, plus ten percent for contingencies, or the amount of the contract prices, whichever is higher, conditioned that the Developer shall well and truly perform and fulfill the

covenants, conditions, stipulations and terms of this Agreement, such bond or bonds to be and remain in force until such time as the warrantee period on the completed facilities expires; it being understood that bonding may be accomplished incrementally in accordance with the phases and schedule established under paragraph SECOND above; it being further understood that alternatives to bonding, such as Irrevocable Letters of Credit or Irrevocable Commitments of Funds may be approved by the Commission.

**FOURTH:** The Developer shall pay to the Commission the following fees:

**Review Fees:** \$ 0.00 based upon \$ N/A per residential lot, or EDU and, \$ N/A per commercial lot or EDU payable upon execution of this Agreement.

**Inspection Fees:** \$ N/A based upon 3% of the Bond or Letter of Credit payable upon execution of this Agreement. Said amount shall be placed in an account by the Commission and shall be drawn upon from time to time to reimburse the Commission for the direct and indirect cost of said inspection service, and if said cost is less than the inspection fee initially collected, the remaining balance shall be returned to the Developer or, if the final total inspection cost is more than the inspection fee initially collected, the Developer shall pay to the Commission the difference. The Commission may, at its option, elect to have the responsibility for construction inspection and assurance that all work is performed in accordance with the approved plans and specifications remain with the Developer and, accordingly, no fee will be charged. In this latter case, upon the project's completion, the Developer shall provide to the Commission a Project Completed Certification, Attachment (C), signed by a professional engineer registered in the State of Maryland.

**Connection Charges:** \$ N/A based upon \$ N/A per connection upon execution of this Agreement or the time a connection permit is issued.

**Debt Serve Charge:** \$ N/A per month based upon \$ N/A front feet at \$ N/A front foot per year payment beginning at the time capacity allocation is made or service available, whichever occurs first.

**Service Charge:** \$ N/A per month based upon \$ N/A per month per EDU beginning when service is utilized. This Service Charge reflects the currently approved rate and is subject to change.



Water Supply Fees: \$ N/A per EDU for developments without supply (wells) that utilize the public water system, payable at the time a connection permit is issued or when the original Developer sells the lot(s), whichever occurs first.

Water Storage Fees: \$ N/A per EDU for developments without storage facilities that utilize the public water system, payable at the time a connection permit is issued or when the original Developer sells the lot(s), whichever occurs first.

**FIFTH:** The Developer shall construct all of the facilities set forth in Exhibit A and/or B of this document, according to the schedule and in the phase or phases of construction indicated therein, and that in the case of multi-phased projects, no phase beyond the first shall be commenced, until the facilities constructed under all previous phases have been approved and accepted by the Commission.

**SIXTH:** The Developer shall construct the facilities in accordance with final plans and specifications, and any amendments thereto, submitted to and approved by the Commission. Further, no work in connection with the construction of the facilities shall be commenced prior to the time the Commission has approved said final plans and specifications and the Developer has applied for and secured from the Commission a permit authorizing such construction. Within sixty days after the construction of any phase is completed, a completed set of "As-Built" drawings shall be submitted to the Commission.

**SEVENTH:** The Developer shall make available the property being improved to any duly authorized representative of the Commission at all reasonable times for the purpose of inspecting the construction of the facilities.

**EIGHTH:** Upon completion and acceptance by the Commission of the facilities as set forth in paragraph SECOND above, the Developer, when requested to do so by the Commission, agrees to convey all of the facilities with the appropriate sites, easements, and rights-of-way to the Commission for the nominal sum of One Dollar (\$1.00) and to provide all documentation and assurances of title as are requested by the Commission in connection with said proposed conveyances.

**NINTH:** No premises within the project to be connected to the facilities shall be occupied or used for any purpose whether or not sold by the Developer to others, unless and until such time as the facilities have been completed in accordance with the aforesaid plans, specifications and schedule and have been inspected, approved and accepted by the Commission and the Developer so notified in writing by the Commission.

TENTH: In the event of a dispute between the parties as to the subject matter of this Agreement, the dispute can be submitted to arbitration if the parties hereto mutually agree, or in a court of competent jurisdiction within the State of Maryland and St. Mary's County.

ELEVENTH: This Agreement shall be binding on and insure to the benefit of the heirs, successors, personal representatives and assigns of the parties hereto.

TWELFTH: The Developer shall warrantee all mechanical, electrical and control facilities for a period of twelve months and all earthwork for a period of eighteen months after they have been conveyed to the Commission. Failure of any of the facilities to perform properly or meet the conditions of paragraph FIRST shall be corrected as soon as possible after notification by the Commission. Failure of facilities to perform due to neglect or misuse by the Commission will void appropriate portion of the warranties. The warranties shall cover the cost of labor, equipment, and materials needed to correct any problems with said facilities.

WITNESS the hands and seals of the parties hereto, this day of

ATTEST:

ST. MARY'S COUNTY METROPOLITAN COMMISSION

Steven King

By James P. Egan

Secretary

Chairman

ATTEST:

DEVELOPER / PROPERTY OWNERS

Patrick L. Perry

By [Signature]

By \_\_\_\_\_

By \_\_\_\_\_

Mortgagor

STATE OF MARYLAND, COUNTY OF ST. MARY'S, to wit:

I HEREBY CERTIFY that on this 12th day of July, 1991, before me, a Notary Public in and for the County of St. Mary's aforesaid personally appeared James P. Egan, Chairman of the St. Mary's County Metropolitan Commission, and on behalf of said Commission did acknowledge the foregoing instrument to be the act and deed of the St. Mary's County Metropolitan Commission.

WITNESS my hand and Notarial Seal.

Lillian J. Bryan  
Notary Public  
my commission expires 2/1/92.

LIBER 005 355

STATE OF Maryland, COUNTY OF *St. Mary's*, to wit:  
I HEREBY CERTIFY that on this *13* day of *May*  
19*94* before me, the subscriber, a Notary Public in the county aforesaid, personally  
appeared *Edward R. Curley, Jr* and that he/she/they acknowledged  
the foregoing Public Works Agreement to be his/her/their act.  
WITNESS my hand and Notarial Seal.

*Stephanie E Potts*  
Notary Public *8/7/94*





LEER 005 357

20' access to the same: FOR DISTRIBUTION SYSTEMS: Mains, fire hydrants, valves and valve boxes, fittings, blow offs, water house connections, water house service lines, curb stops, curb stop boxes, water meter settings and appurtenances, together with 20' permanent easements over the same for maintenance and modifications of and connection to these facilities; along with any and all other facilities or appurtenances which in any way could be construed as part of the water system.

\*\* In the event the Commission is to participate in the cost of construction, payment of the Commission's share will be made in increments consistent with the work in place.

Commission:           *JPC*            
(Initials)

Developer:           *[Signature]*            
(Initials)

LIBER 005 358

EXHIBIT B  
STATEMENT OF  
PROPOSED SEWERAGE FACILITIES  
AND PHASING

PROJECT NAME: Patuxent Park West II TOTAL # OF PHASES: 1  
DEVELOPER: Patuxent Park West Townhouses II, Ltd. Pntrs.

PHASE 1

PLAT REF: Patuxent Park West II \* EDU's TO BE SERVED: 46  
PROJECTED CONSTRUCTION START DATE: 5/1/91  
PROJECTED CONSTRUCTION COMPLETION DATE: 5/1/92  
FACILITIES TO BE CONSTRUCTED\*: 310 linear feet of 8" off site sewer main to be  
constructed. Upon completion and acceptance,  
main is to be owned and operated by this  
Commission.

COMMISSION PARTICIPATION: None

PHASE 2

PLAT REF: \* LOTS TO BE SERVED:  
PROJECTED CONSTRUCTION START DATE:  
PROJECTED CONSTRUCTION COMPLETION DATE:  
FACILITIES TO BE CONSTRUCTED\*:

COMMISSION PARTICIPATION:

PHASE 3

PLAT REF: \* LOTS TO BE SERVED:  
PROJECTED CONSTRUCTION START DATE:  
PROJECTED CONSTRUCTION COMPLETION DATE:  
FACILITIES TO BE CONSTRUCTED\*:

COMMISSION PARTICIPATION:

(INDICATE ADDITIONAL PHASES ON SEPARATE SHEETS AS NECESSARY.)

\* The facilities also include for WASTEWATER PUMPING STATIONS: pumps, wet wells, generators, compressors, meters, valves, interior and exterior piping and appurtenances, together with all sites on which they are situated and 20' access to the same. FOR WASTEWATER TREATMENT PLANTS: Storage lagoons, physical plants influent and effluent lines, lift stations, generators, together with all sites on which they are situated and 20' access to the same; FOR COLLECTION SYSTEMS: Collector and lateral sewers, interceptor sewers, force mains, sewer house

LIBER 005 359

service lines, air release valves, house connections, together with 20' permanent easements over the same for maintenance and modification of connection to these facilities; along with any and all other facilities or appurtenances which in any way could be construed as part of the sewerage system.

\*\* In the event the Commission is to participate in the cost of construction, payment of the Commission's share will be made in increments consistent with the work in place.

Commission: SPC  
(Initials)

Developer: EJ  
(Initials)

*Debi Sigler*

FEB 24 1992

EVELYN W. ARNOLD, CLERK

UBCR 005 360

**PUBLIC WORKS AGREEMENT**

**THIS AGREEMENT** by and between the ST. MARY'S COUNTY METROPOLITAN COMMISSION, hereinafter the "Commission" and Hickory Hills Townhouses Ltd. Ptnrs. hereinafter the "Developer".

11:50AM02/19/920 MECOM \$0.00

**WHEREAS**, the Commission is responsible for all water and sewerage projects in the eighth Sanitary District, and,

**WHEREAS**, the Developer is developing certain real property within the said Sanitary District known and described as Hickory Hills Subdivision and,

**WHEREAS**, the Developer, whether by requirement of the County or by choice desires to construct central on-site water and sewerage facilities, hereinafter the "facilities", to serve the aforementioned property, and,

**WHEREAS**, the Developer seeks the approval of the Commission for the construction of such facilities, and,

**WHEREAS**, the Concept Plan for the aforementioned development has been submitted to and approved by the Board of County Commissioners of St. Mary's County or their duly appointed agent.

**NOW THEREFORE**, in consideration of the premises and of the mutual covenants and agreements herein, it is agreed by the parties as follows:

**FIRST:** The Developer shall design the facilities in accordance with the St. Mary's County Standard Specifications for Water and Sewerage Construction, the Comprehensive Water and Sewerage Plans for St. Mary's County and any other rules, regulations, directives or special instructions issued by the Commission for the State and Federal Governments.

**SECOND:** The Developer shall submit a statement to be included as Exhibit A and/or B of this document, setting forth a proposed phasing for the construction of the facilities and a proposed schedule of completion for said phase or phases, said statement to be subject to the approval of the Commission. The Developer shall also submit an itemized engineer's estimate of the total cost to complete the facilities for each phase of the development as it occurs, such estimates also being subject to the approval of the Commission. The Developer shall also submit a copy of the deed proving he/she is the sole owner, or a legal opinion/certification listing all other parties with an interest in the property.

**THIRD:** On or before the signing of this Agreement by the parties, the Developer shall furnish a bond or bonds, the form of surety or sureties thereof to be as approved by the Commission. Said bond shall be payable to the Commission, its successors and assigns in a sum equal to the aforesaid engineering estimate for the cost of constructing the facilities, plus ten percent for contingencies, or the amount of the contract prices, whichever is higher, conditioned that the Developer shall well and truly perform and fulfill the



covenants, conditions, stipulations and terms of this Agreement, such bond or bonds to be and remain in force until such time as the warrantee period on the completed facilities expires; it being understood that bonding may be accomplished incrementally in accordance with the phases and schedule established under paragraph SECOND above; it being further understood that alternatives to bonding, such as Irrevocable Letters of Credit or Irrevocable Commitments of Funds may be approved by the Commission.

**FOURTH:** The Developer shall pay to the Commission the following fees:

Review Fees: \$ 9000.00 based upon \$ 75.00 per residential lot,  
or EDU and, \$ N/A per commercial lot or EDU payable upon  
execution of this Agreement.

Inspection Fees: \$ The normal inspection fee will be waived in this agreement conditioned upon the fact that the Developer, as a requirement of the HUD financing agreement, will have a qualified on-site HUD inspector. The Commission will accept the results of the HUD inspector in insuring that the sewer and water facilities are constructed in accordance with the approved plans and specifications. Upon the projects completion it will, however, be the responsibility of the Developer to provide the Commission with a Project Completion Certification, Attachment (C), signed by a professional engineer registered in the state of Maryland.

Connection Charges: \$ 10800.00 based upon \$ 90.00 per connection  
upon execution of this Agreement or the time a connection permit is  
issued.

Debt Serve Charge: \$ 1050.00 per month based upon 6000  
front feet at \$ 2.10 front foot per year payment beginning  
at the time capacity allocation is made (Record Plat Approval)  
or service available, whichever occurs first.

Service Charge: \$ 2146.80 per month based upon \$ 17.89  
per month per EDU beginning when service is utilized. This  
Service Charge reflects the currently approved rate and is  
subject to change.

LIBER 005 362

Water Supply Fees: \$ 200.00 per EDU for developments without supply (wells) that utilize the public water system, payable upon:

1. The time the Connection Permit is issued or,
  2. The time the Developer sells an individual lot or lots or,
  3. The 365th day after the execution of this Agreement or,
- whichever occurs first.

Water Storage Fees: \$ 1091.00 per EDU for developments without storage facilities that utilize the public water system, payable upon:

1. The time the Connection Permit is issued or,
  2. The time the Developer sells an individual lot or lots or,
  3. The 365th day after the execution of this Agreement or,
- whichever occurs first.

**FIFTH:** The Developer shall construct all of the facilities set forth in Exhibit A and/or B of this document, according to the schedule and in the phase or phases of construction indicated therein, and that in the case of multi-phased projects, no phase beyond the first shall be commenced, until the facilities constructed under all previous phases have been approved and accepted by the Commission.

**SIXTH:** The Developer shall construct the facilities in accordance with final plans and specifications, and any amendments thereto, submitted to and approved by the Commission. Further, no work in connection with the construction of the facilities shall be commenced prior to the time the Commission has approved said final plans and specifications and the Developer has applied for and secured from the Commission a permit authorizing such construction. Within sixty days after the construction of any phase is completed, a completed set of "As-Built" drawings shall be submitted to the Commission.

**SEVENTH:** The Developer shall make available the property being improved to any duly authorized representative of the Commission at all reasonable times for the purpose of inspecting the construction of the facilities.

**EIGHTH:** Upon completion and acceptance by the Commission of the facilities as set forth in paragraph SECOND above, the Developer, when requested to do so by the Commission, agrees to convey all of the facilities with the appropriate sites, easements, and rights-of-way to the Commission for the nominal sum of One Dollar (\$1.00) and to provide all documentation and assurances of title as are requested by the Commission in connection with said proposed conveyances.

**NINTH:** No premises within the project to be connected to the facilities shall be occupied or used for any purpose whether or not sold by the Developer to others, unless and until such time as the facilities have been completed in accordance with the aforesaid plans, specifications and schedule and have been inspected, approved and accepted by the Commission and the Developer so notified in writing by the Commission.

TENTH: In the event of a dispute between the parties as to the subject matter of this Agreement, the dispute can be submitted to arbitration if the parties hereto mutually agree, or in a court of competent jurisdiction within the State of Maryland and St. Mary's County.

ELEVENTH: This Agreement shall be binding on and insure to the benefit of the heirs, successors, personal representatives and assigns of the parties hereto.

TWELFTH: The Developer shall warrant all mechanical, electrical and control facilities for a period of twelve months and all earthwork for a period of eighteen months after they have been conveyed to the Commission. Failure of any of the facilities to perform properly or meet the conditions of paragraph FIRST shall be corrected as soon as possible after notification by the Commission. Failure of facilities to perform due to neglect or misuse by the Commission will void appropriate portion of the warranties. The warranties shall cover the cost of labor, equipment, and materials needed to correct any problems with said facilities.

WITNESS the hands and seals of the parties hereto, this day of

ATTEST:

[Signature]  
Secretary

ST. MARY'S COUNTY METROPOLITAN COMMISSION

By [Signature]  
Chairman

ATTEST:

[Signature]

DEVELOPER / PROPERTY OWNERS

By [Signature]

By \_\_\_\_\_

By \_\_\_\_\_  
Mortgagor

STATE OF MARYLAND, COUNTY OF ST. MARY'S, to wit:

I HEREBY CERTIFY that on this 3rd day of February, 1992, before me, a Notary Public in and for the County of St. Mary's aforesaid personally appeared James P. Engler, Chairman of the St. Mary's County Metropolitan Commission, and on behalf of said Commission did acknowledge the foregoing instrument to be the act and deed of the St. Mary's County Metropolitan Commission.

WITNESS my hand and Notarial Seal.

[Signature]  
Notary Public

[Signature]  
Expires 2/1/96.

LIBER 005 364

STATE OF *Md.*, COUNTY OF *St. Mary's*, to wit:

I HEREBY CERTIFY that on this *16th* day of *January*  
19 *92* before me, the subscriber, a Notary Public in the county aforesaid, personally  
appeared *Ed. Curley* and that he/she/they acknowledged  
the foregoing Public Works Agreement to be his/her/their act.

WITNESS my hand and Notarial Seal.

*Lillian G. Bayan*  
Notary Public

*my commission*  
*expires 2/1/92.*

LIBER 005 365

EXHIBIT A  
STATEMENT OF  
PROPOSED WATER FACILITIES  
AND PHASING

PROJECT NAME: Hickory Hills Subdivision      TOTAL # OF PHASES: unknown at this time  
DEVELOPER: Hickory Hills Townhouses Ltd. Ptnrs.

PHASE 1

PLAT REF: Hickory Hills Subdivision      # EDU'S TO BE SERVED: 120 or total of 600 EDU's  
PROJECTED CONSTRUCTION START DATE: 7/01/91  
PROJECTED CONSTRUCTION COMPLETION DATE: 2/01/92  
FACILITIES TO BE CONSTRUCTED\*: Distribution system

COMMISSION PARTICIPATION: none

PHASE 2

PLAT REF: Hickory Hills Subdivision      # LOTS TO BE SERVED: yet to be determined  
PROJECTED CONSTRUCTION START DATE: To be determined  
PROJECTED CONSTRUCTION COMPLETION DATE: To be determined  
FACILITIES TO BE CONSTRUCTED\*: Distribution system

COMMISSION PARTICIPATION: None

PHASE 3

PLAT REF:      # LOTS TO BE SERVED:  
PROJECTED CONSTRUCTION START DATE:  
PROJECTED CONSTRUCTION COMPLETION DATE:  
FACILITIES TO BE CONSTRUCTED\*:

COMMISSION PARTICIPATION:

(INDICATE ADDITIONAL PHASES ON SEPARATE SHEETS AS NECESSARY.)

\*The facilities listed also include FOR WATER PUMPING STATIONS: Wells, pumps, controls, generators, chlorinators, compressors, meters, valves, interior and exterior piping and appurtenances, together with all sites on which they are situate and 20' access to the same; FOR WATER STORAGE TANKS: Elevated storage tanks, standpipes, ground storage tanks, hydroneumatic tanks and surge tanks as required by the Commission, together with all sites on which they are situate and

LEBR 005 366

20' access to the same: FOR DISTRIBUTION SYSTEMS: Mains, fire hydrants, valves and valve boxes, fittings, blow offs, water house connections, water house service lines, curb stops, curb stop boxes, water meter settings and appurtenances, together with 20' permanent easements over the same for maintenance and modifications of and connection to these facilities; along with any and all other facilities or appurtenances which in any way could be construed as part of the water system.

\*\* In the event the Commission is to participate in the cost of construction, payment of the Commission's share will be made in increments consistent with the work in place.

Commission:

*[Signature]*

(Initials)

Developer:

*[Signature]*

(Initials)

LIBER 005 367

EXHIBIT B

STATEMENT OF  
PROPOSED SEWERAGE FACILITIES  
AND PHASING

PROJECT NAME: Hickory Hills Subdivision      TOTAL # OF PHASES: unknown at this time  
DEVELOPER: Hickory Hills Townhouses Ltd. Ptnrs.

PHASE 1

PLAT REF: Hickory Hills Subdivision      # LOTS TO BE SERVED: 120 or total of 600 EDU's  
PROJECTED CONSTRUCTION START DATE: 7/01/91  
PROJECTED CONSTRUCTION COMPLETION DATE: 2/01/92  
FACILITIES TO BE CONSTRUCTED\*: Wastewater pumping station & Collection system

COMMISSION PARTICIPATION: None

PHASE 2

PLAT REF: Hickory Hills Subdivision      # LOTS TO BE SERVED: yet to be determined  
PROJECTED CONSTRUCTION START DATE: To be determined  
PROJECTED CONSTRUCTION COMPLETION DATE: To be determined  
FACILITIES TO BE CONSTRUCTED\*: Collection system

COMMISSION PARTICIPATION: None

PHASE 3

PLAT REF:      # LOTS TO BE SERVED:  
PROJECTED CONSTRUCTION START DATE:  
PROJECTED CONSTRUCTION COMPLETION DATE:  
FACILITIES TO BE CONSTRUCTED\*:

COMMISSION PARTICIPATION:

(INDICATE ADDITIONAL PHASES ON SEPARATE SHEETS AS NECESSARY.)

\* The facilities also include for WASTEWATER PUMPING STATIONS: pumps, wet wells, generators, compressors, meters, valves, interior and exterior piping and appurtenances, together with all sites on which they are situated and 20' access to the same. FOR WASTEWATER TREATMENT PLANTS: Storage lagoons, physical plants influent and effluent lines, lift stations, generators, together with all sites on which they are situated and 20' access to the same; FOR COLLECTION SYSTEMS: Collector and lateral sewers, interceptor sewers, force mains, sewer house

LIBER 005 368

service lines, air release valves, house connections, together with 20' permanent easements over the same for maintenance and modification of connection to these facilities; along with any and all other facilities or appurtenances which in any way could be construed as part of the sewerage system.

\*\* In the event the Commission is to participate in the cost of construction, payment of the Commission's share will be made in increments consistent with the work in place.

Commission:

*SPC*

(Initials)

Developer:

*CLJ*

(Initials)



USER 005 369

ATTACHMENT C

PROJECT COMPLETION CERTIFICATION

This is to certify that I, or my representative, have reviewed the plans and specifications of the project known as Hickory Hills Subdivision and the applicable State and Local Codes, standards and specifications and have conducted sufficient on-site testing and inspection to certify that the project was constructed in accordance therewith. Further, I certify that no unauthorized changes affecting any engineering design parameters were made from the approved plans and specifications.

All applicable test results and As-Built drawings are submitted herewith and are part of this certification.

SEAL

*Dr. Lijunman*

FEB 24 1992

EVELYN W. ARNOLD, CLERK

LIBER 005 370

PUBLIC WORKS AGREEMENT

THIS AGREEMENT by and between the ST. MARY'S COUNTY METROPOLITAN COMMISSION, hereinafter the "Commission" and Bay Country Enterprises, Inc., hereinafter the "Developer":

11:50AM02/19/920 HECOM \$0.00

WHEREAS, the Commission is responsible for all water and sewerage projects in the eighth Sanitary District, and,

WHEREAS, the Developer is developing certain real property within the said Sanitary District known and described as Bay Ridge Estates, Phase 1A and,

WHEREAS, the Developer, whether by requirement of the County or by choice desires to construct central on site water and sewerage facilities, hereinafter the "facilities", to serve the aforementioned property, and,

WHEREAS, the Developer seeks the approval of the Commission for the construction of such facilities, and,

WHEREAS, the Concept Plan for the aforementioned development has been submitted to and approved by the Board of County Commissioners of St. Mary's County or their duly appointed agent.

NOW THEREFORE, in consideration of the premises and of the mutual covenants and agreements herein, it is agreed by the parties as follows:

FIRST: The Developer shall design the facilities in accordance with the St. Mary's County Standard Specifications for Water and Sewerage Construction, the Comprehensive Water and Sewerage Plans for St. Mary's County and any other rules, regulations, directives or special instructions issued by the Commission for the State and Federal Governments.

SECOND: The Developer shall submit a statement to be included as Exhibit A and/or B of this document, setting forth a proposed phasing for the construction of the facilities and a proposed schedule of completion for said phase or phases, said statement to be subject to the approval of the Commission. The Developer shall also submit an itemized engineer's estimate of the total cost to complete the facilities for each phase of the development as it occurs, such estimates also being subject to the approval of the Commission. The Developer shall also submit a copy of the deed proving he/she is the sole owner, or a legal opinion/certification listing all other parties with an interest in the property.

THIRD: On or before the signing of this Agreement by the parties, the Developer shall furnish a bond or bonds, the form of surety or sureties thereof to be as approved by the Commission. Said bond shall be payable to the Commission, its successors and assigns in a sum equal to the aforesaid engineering estimate for the cost of constructing the facilities, plus ten percent for contingencies, or the amount of the contract prices, whichever is higher, conditioned that the Developer shall well and truly perform and fulfill the

LIBR 005 371

covenants, conditions, stipulations and terms of this Agreement, such bond or bonds to be and remain in force until such time as the warranty period on the completed facilities expires; it being understood that bonding may be accomplished incrementally in accordance with the phases and schedule established under paragraph SECOND above; it being further understood that alternatives to bonding, such as Irrevocable Letters of Credit or Irrevocable Commitments of Funds may be approved by the Commission.

**FOURTH:** The Developer shall pay to the Commission the following fees:

Review Fees: \$ 1350.00 based upon \$ 75.00 per residential lot,  
or EDU and, \$ N/A per commercial lot or EDU payable upon  
execution of this Agreement.

Inspection Fees: \$ 561.00 based upon 3% of the Bond or Letter of Credit  
payable upon execution of this Agreement. Said amount shall be  
placed in an account by the Commission and shall be drawn upon from  
time to time to reimburse the Commission for the direct and indirect  
cost of said inspection service, and if said cost is less than the  
inspection fee initially collected, the remaining balance shall be  
returned to the Developer or, if the final total inspection cost is more  
than the inspection fee initially collected, the Developer shall pay to  
the Commission the difference. The Commission may, at its option,  
elect to have the responsibility for construction inspection and assurance  
that all work is performed in accordance with the approved plans and  
specifications remain with the Developer and, accordingly, no fee will  
be charged. In this latter case, upon the project's completion, the  
Developer shall provide to the Commission a Project Completion  
Certification, Attachment (C), signed by a professional engineer  
registered in the State of Maryland.

Connection Charges: \$ 1620.00 based upon \$ 90.00 per connection  
upon execution of this Agreement or the time a connection permit is  
issued.

Debt Serve Charge: \$ 157.50 per month based upon 900  
front feet at \$ 2.10 front foot per year payment beginning  
at the time capacity allocation is made (Record Plat Approval)  
or service available, whichever occurs first.

Sewer Service Charge: \$ 173.52 per month based upon \$ 9.64  
per month per EDU beginning when service is utilized. This  
Service Charge reflects the currently approved rate and is  
subject to change.

Water Service Charge: \$ 148.50 per month based upon \$ 8.25  
per month per meter and \$ per month per meter beginning when  
service is utilized. This Service Charge reflects the currently approved rate  
and is subject to change.

UBCR 005 372

Water Supply Fees: \$ N/A per EDU for developments without supply (wells) that utilize the public water system, payable upon execution of this Agreement.

Water Storage Fees: \$ N/A per EDU for developments without storage facilities that utilize the public water system, payable upon execution of this Agreement.

**FIFTH:** The Developer shall construct all of the facilities set forth in Exhibit A and/or B of this document, according to the schedule and in the phase or phases of construction indicated therein, and that in the case of multi-phased projects, no phase beyond the first shall be commenced, until the facilities constructed under all previous phases have been approved and accepted by the Commission.

**SIXTH:** The Developer shall construct the facilities in accordance with final plans and specifications, and any amendments thereto, submitted to and approved by the Commission. Further, no work in connection with the construction of the facilities shall be commenced prior to the time the Commission has approved said final plans and specifications and the Developer has applied for and secured from the Commission a permit authorizing such construction. Within sixty days after the construction of any phase is completed, a completed set of "As-Built" drawings shall be submitted to the Commission.

**SEVENTH:** The Developer shall make available the property being improved to any duly authorized representative of the Commission at all reasonable times for the purpose of inspecting the construction of the facilities.

**EIGHTH:** Upon completion and acceptance by the Commission of the facilities as set forth in paragraph SECOND above, the Developer, when requested to do so by the Commission, agrees to convey all of the facilities with the appropriate sites, easements, and rights-of-way to the Commission for the nominal sum of One Dollar (\$1.00) and to provide all documentation and assurances of title as are requested by the Commission in connection with said proposed conveyances.

**NINTH:** No premises within the project to be connected to the facilities shall be occupied or used for any purpose whether or not sold by the Developer to others, unless and until such time as the facilities have been completed in accordance with the aforesaid plans, specifications and schedule and have been inspected, approved and accepted by the Commission and the Developer so notified in writing by the Commission.

LIBER 005 2373

**TENTH:** In the event of a dispute between the parties as to the subject matter of this Agreement, the dispute can be submitted to arbitration if the parties hereto mutually agree, or in a court of competent jurisdiction within the State of Maryland and St. Mary's County.

**ELEVENTH:** This Agreement shall be binding on and insure to the benefit of the heirs, successors, personal representatives and assigns of the parties hereto.

**TWELFTH:** The Developer shall warrantee all mechanical, electrical and control facilities for a period of twelve months and all earthwork for a period of eighteen months after they have been conveyed to the Commission. Failure of any of the facilities to perform properly or meet the conditions of paragraph FIRST shall be corrected as soon as possible after notification by the Commission. Failure of facilities to perform due to neglect or misuse by the Commission will void appropriate portion of the warranties. The warranties shall cover the cost of labor, equipment, and materials needed to correct any problems with said facilities.

WITNESS the hands and seals of the parties hereto, this day of

ATTEST: ST. MARY'S COUNTY METROPOLITAN COMMISSION

[Signature] By [Signature]  
Secretary Chairman

ATTEST: DEVELOPER / PROPERTY OWNERS

Rose M. Bean By [Signature]  
By \_\_\_\_\_  
By \_\_\_\_\_  
Mortgagor

STATE OF MARYLAND, COUNTY OF ST. MARY'S, to wit:  
I HEREBY CERTIFY that on this 3rd day of February, 1977, before me, a Notary Public in and for the County of St. Mary's aforesaid personally appeared Francis P. Egan, Chairman of the St. Mary's County Metropolitan Commission, and on behalf of said Commission did acknowledge the foregoing instrument to be the act and deed of the St. Mary's County Metropolitan Commission.

WITNESS my hand and Notarial Seal.

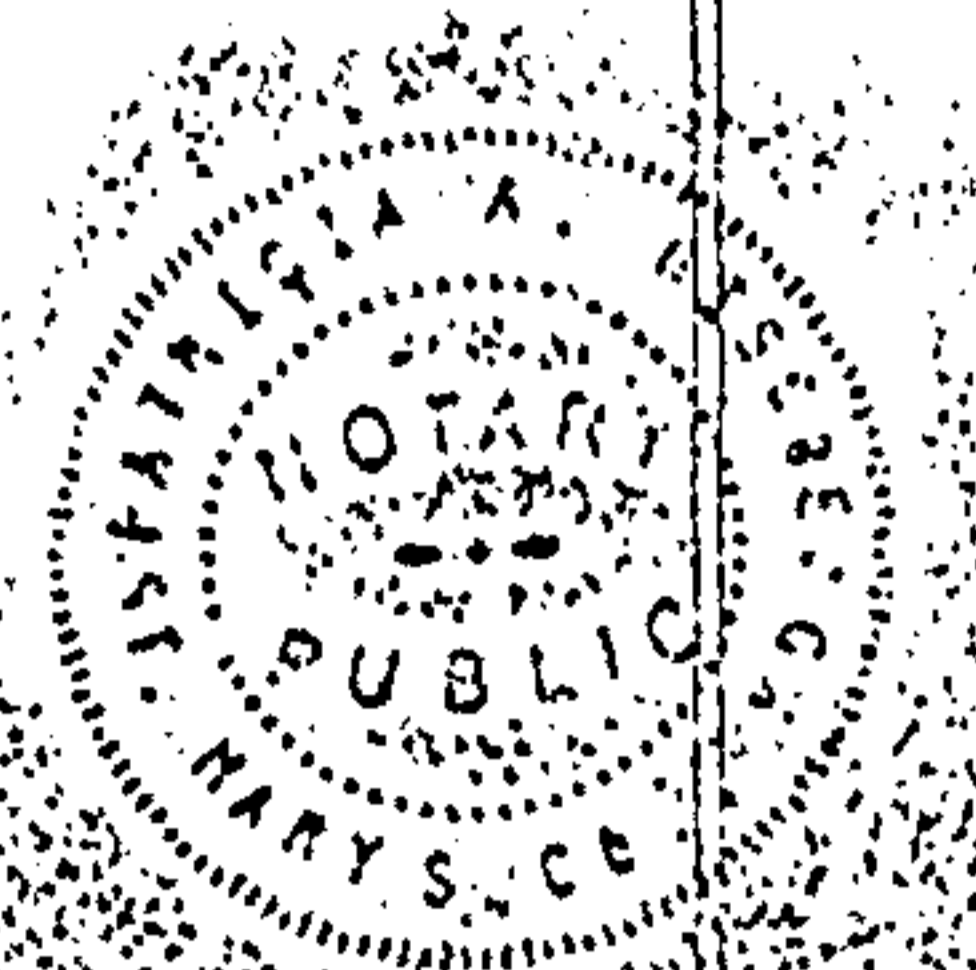
[Signature]  
Notary Public  
[Signature]  
2/11/76

LIBER 005 374

STATE OF Maryland, COUNTY OF St. Mary's, to wit:

I HEREBY CERTIFY that on this 2nd day of January  
19 92 before me, the subscriber, a Notary Public in the county aforesaid, personally  
appeared Eugene W. St. Clair and that he/she/they acknowledged  
the foregoing Public Works Agreement to be his/her/their act.

WITNESS my hand and Notarial Seal.



Patricia A. Dixon

Notary Public

My Commission expires December 1, 1995

EXHIBIT A

LBER 005 375

STATEMENT OF  
PROPOSED WATER FACILITIES  
AND PHASING

PROJECT NAME: Bay Ridge Estates, Phase 1A      TOTAL # OF PHASES:  
DEVELOPER: Bay Country Enterprises

PHASE 1

PLAT REF: Bay Ridge Estates, Phase 1B      # EDU'S TO BE SERVED: 18  
PROJECTED CONSTRUCTION START DATE: 12/01/91  
PROJECTED CONSTRUCTION COMPLETION DATE: 6/01/92

FACILITIES TO BE CONSTRUCTED\*: Central Water Distribution system. A 12" water main from Indian Bridge Apartments to Bay Ridge Estates is to be constructed in lieu of previously determined on-site supply and storage fees.

COMMISSION PARTICIPATION: None

PHASE 2

PLAT REF:      # LOTS TO BE SERVED:  
PROJECTED CONSTRUCTION START DATE:  
PROJECTED CONSTRUCTION COMPLETION DATE:  
FACILITIES TO BE CONSTRUCTED\*:

COMMISSION PARTICIPATION:

PHASE 3

PLAT REF:      # LOTS TO BE SERVED:  
PROJECTED CONSTRUCTION START DATE:  
PROJECTED CONSTRUCTION COMPLETION DATE:  
FACILITIES TO BE CONSTRUCTED\*:

COMMISSION PARTICIPATION:

(INDICATE ADDITIONAL PHASES ON SEPARATE SHEETS AS NECESSARY.)

\*The facilities listed also include FOR WATER PUMPING STATIONS: Wells, pumps, controls, generators, chlorinators, compressors, meters, valves, interior and exterior piping and appurtenances, together with all sites on which they are situate and 20' access to the same; FOR WATER STORAGE TANKS: Elevated storage tanks, standpipes, ground storage tanks, hydroneumatic tanks and surge tanks as required by the Commission, together with all sites on which they are situate and

LBEP 005 376

20' access to the same: FOR DISTRIBUTION SYSTEMS: Mains, fire hydrants, valves and valve boxes, fittings, blow offs, water house connections, water house service lines, curb stops, curb stop boxes, water meter settings and appurtenances, together with 20' permanent easements over the same for maintenance and modifications of and connection to these facilities; along with any and all other facilities or appurtenances which in any way could be construed as part of the water system.

\*\* In the event the Commission is to participate in the cost of construction, payment of the Commission's share will be made in increments consistent with the work in place.

Commission:

SPC

(Initials)

Developer:

SPS

(Initials)



LEBR 005 377

EXHIBIT B

STATEMENT OF  
PROPOSED SEWERAGE FACILITIES  
AND PHASING

PROJECT NAME: Bay Ridge Estates, Phase 1A      TOTAL # OF PHASES:  
DEVELOPER: Bay Country Enterprises

PHASE 1

PLAT REF: Bay Ridge Estates, Phase 1B      # LOTS TO BE SERVED: 18  
PROJECTED CONSTRUCTION START DATE: 12/01/91  
PROJECTED CONSTRUCTION COMPLETION DATE: 6/01/92  
FACILITIES TO BE CONSTRUCTED\*: Central sewerage collection system and connecting gravity  
line to the terminal manhole located at the Great Mills Center.

COMMISSION PARTICIPATION: None

PHASE 2

PLAT REF:      # LOTS TO BE SERVED:  
PROJECTED CONSTRUCTION START DATE:  
PROJECTED CONSTRUCTION COMPLETION DATE:  
FACILITIES TO BE CONSTRUCTED\*:

COMMISSION PARTICIPATION:

PHASE 3

PLAT REF:      # LOTS TO BE SERVED:  
PROJECTED CONSTRUCTION START DATE:  
PROJECTED CONSTRUCTION COMPLETION DATE:  
FACILITIES TO BE CONSTRUCTED\*:

COMMISSION PARTICIPATION:

(INDICATE ADDITIONAL PHASES ON SEPARATE SHEETS AS NECESSARY.)

\* The facilities also include for WASTEWATER PUMPING STATIONS: pumps, wet wells, generators, compressors, meters, valves, interior and exterior piping and appurtenances, together with all sites on which they are situated and 20' access to the same. FOR WASTEWATER TREATMENT PLANTS: Storage lagoons, physical plants influent and effluent lines, lift stations, generators, together with all sites on which they are situated and 20' access to the same; FOR COLLECTION SYSTEMS: Collector and lateral sewers, interceptor sewers, force mains, sewer house

LCER 005 378

service lines, air release valves, house connections, together with 20' permanent easements over the same for maintenance and modification of connection to these facilities; along with any and all other facilities or appurtenances which in any way could be construed as part of the sewerage system.

\*\* In the event the Commission is to participate in the cost of construction, payment of the Commission's share will be made in increments consistent with the work in place.

Commission:           *JPC*            
(Initials)

Developer:           *PMS*            
(Initials)

*Old: Liz Hummer*

FEB 24 1992

EVELYN W. ARNOLD, CLERK

LIBER 005 379

PUBLIC WORKS AGREEMENT

THIS AGREEMENT by and between the ST. MARY'S COUNTY METROPOLITAN COMMISSION, hereinafter the "Commission" and ~~Eugene St. Clair & Robin C. Coode~~ Bay Country Enterprises, Inc. hereinafter the "Developer".

11:50AM02/19/920 MECOM \$0.00

WHEREAS, the Commission is responsible for all water and sewerage projects in the eighth Sanitary District, and,

WHEREAS, the Developer is developing certain real property within the said Sanitary District known and described as Bay Ridge Estates and,

WHEREAS, the Developer, whether by requirement of the County or by choice desires to construct central off site water main facilities, hereinafter the "facilities", to serve the aforementioned property, and,

WHEREAS, the Developer seeks the approval of the Commission for the construction of such facilities, and,

WHEREAS, the Concept Plan for the aforementioned development has been submitted to and approved by the Board of County Commissioners of St. Mary's County or their duly appointed agent.

NOW THEREFORE, in consideration of the premises and of the mutual covenants and agreements herein, it is agreed by the parties as follows:

FIRST: The Developer shall design the facilities in accordance with the St. Mary's County Standard Specifications for Water and Sewerage Construction, the Comprehensive Water and Sewerage Plans for St. Mary's County and any other rules, regulations, directives or special instructions issued by the Commission for the State and Federal Governments.

SECOND: The Developer shall submit a statement to be included as Exhibit A and/or B of this document, setting forth a proposed phasing for the construction of the facilities and a proposed schedule of completion for said phase or phases, said statement to be subject to the approval of the Commission. The Developer shall also submit an itemized engineer's estimate of the total cost to complete the facilities for each phase of the development as it occurs, such estimates also being subject to the approval of the Commission. The Developer shall also submit a copy of the deed proving he/she is the sole owner, or a legal opinion/certification listing all other parties with an interest in the property.

THIRD: On or before the signing of this Agreement by the parties, the Developer shall furnish a bond or bonds, the form of surety or sureties thereof to be as approved by the Commission. Said bond shall be payable to the Commission, its successors and assigns in a sum equal to the aforesaid engineering estimate for the cost of constructing the facilities, plus ten percent for contingencies, or the amount of the contract prices, whichever is higher, conditioned that the Developer shall well and truly perform and fulfill the

covenants, conditions, stipulations and terms of this Agreement, such bond or bonds to be and remain in force until such time as the warrantee period on the completed facilities expires; it being understood that bonding may be accomplished incrementally in accordance with the phases and schedule established under paragraph SECOND above; it being further understood that alternatives to bonding, such as Irrevocable Letters of Credit or Irrevocable Commitments of Funds may be approved by the Commission.

**FOURTH:** The Developer shall pay to the Commission the following fees:

Review Fees: \$ 0.00 based upon \$ N/A per residential lot, or EDU and, \$ N/A per commercial lot or EDU payable upon execution of this Agreement.

Inspection Fees: \$ 5642.00 based upon 3% of the Bond or Letter of Credit payable upon execution of this Agreement. Said amount shall be placed in an account by the Commission and shall be drawn upon from time to time to reimburse the Commission for the direct and indirect cost of said inspection service, and if said cost is less than the inspection fee initially collected, the remaining balance shall be returned to the Developer or, if the final total inspection cost is more than the inspection fee initially collected, the Developer shall pay to the Commission the difference. The Commission may, at its option, elect to have the responsibility for construction inspection and assurance that all work is performed in accordance with the approved plans and specifications remain with the Developer and, accordingly, no fee will be charged. In this latter case, upon the project's completion, the Developer shall provide to the Commission a Project Completion Certification, Attachment (C), signed by a professional engineer registered in the State of Maryland.

Connection Charges: \$ 0.00 based upon \$ 0.00 per connection upon execution of this Agreement or the time a connection permit is issued.

Debt Serve Charge: \$ 0.00 per month based upon N/A front feet at \$ N/A front foot per year payment beginning at the time capacity allocation is made (Record Plat Approval) or service available, whichever occurs first.

Sewer Service Charge: \$ 0.00 per month based upon \$ N/A per month per EDU beginning when service is utilized. This Service Charge reflects the currently approved rate and is subject to change.

Water Service Charge: \$ 0.00 per month based upon \$ N/A per month per meter and \$ per month per meter beginning when service is utilized. This Service Charge reflects the currently approved rate and is subject to change.

USER 005 381

Water Supply Fees: \$ N/A per EDU for developments without supply (wells) that utilize the public water system, payable upon:

1. The time the Use and Occupancy is issued or,
2. The time the Developer sells an individual lot or lots or,
3. The 365th day after the execution of this Agreement or, whichever occurs first.

Water Storage Fees: \$ N/A per EDU for developments without storage facilities that utilize the public water system, payable upon:

1. The time the Use and Occupancy is issued or,
2. The time the Developer sells an individual lot or lots or,
3. The 365th day after the execution of this Agreement or, whichever occurs first.

**FIFTH:** The Developer shall construct all of the facilities set forth in Exhibit A and/or B of this document, according to the schedule and in the phase or phases of construction indicated therein, and that in the case of multi-phased projects, no phase beyond the first shall be commenced, until the facilities constructed under all previous phases have been approved and accepted by the Commission.

**SIXTH:** The Developer shall construct the facilities in accordance with final plans and specifications, and any amendments thereto, submitted to and approved by the Commission. Further, no work in connection with the construction of the facilities shall be commenced prior to the time the Commission has approved said final plans and specifications and the Developer has applied for and secured from the Commission a permit authorizing such construction. Within sixty days after the construction of any phase is completed, a completed set of "As-Built" drawings shall be submitted to the Commission.

**SEVENTH:** The Developer shall make available the property being improved to any duly authorized representative of the Commission at all reasonable times for the purpose of inspecting the construction of the facilities.

**EIGHTH:** Upon completion and acceptance by the Commission of the facilities as set forth in paragraph SECONND above, the Developer, when requested to do so by the Commission, agrees to convey all of the facilities with the appropriate sites, easements, and rights-of-way to the Commission for the nominal sum of One Dollar (\$1.00) and to provide all documentation and assurances of title as are requested by the Commission in connection with said proposed conveyances.

**NINTH:** No premises within the project to be connected to the facilities shall be occupied or used for any purpose whether or not sold by the Developer to others, unless and until such time as the facilities have been completed in accordance with the aforesaid plans, specifications and schedule and have been inspected, approved and accepted by the Commission and the Developer so notified in writing by the Commission.

LIBER 005 382

TENTH: In the event of a dispute between the parties as to the subject matter of this Agreement, the dispute can be submitted to arbitration if the parties hereto mutually agree, or in a court of competent jurisdiction within the State of Maryland and St. Mary's County.

ELEVENTH: This Agreement shall be binding on and insure to the benefit of the heirs, successors, personal representatives and assigns of the parties hereto.

TWELFTH: The Developer shall warrantee all mechanical, electrical and control facilities for a period of twelve months and all earthwork for a period of eighteen months after they have been conveyed to the Commission. Failure of any of the facilities to perform properly or meet the conditions of paragraph FIRST shall be corrected as soon as possible after notification by the Commission. Failure of facilities to perform due to neglect or misuse by the Commission will void appropriate portion of the warranties. The warranties shall cover the cost of labor, equipment, and materials needed to correct any problems with said facilities.

WITNESS the hands and seals of the parties hereto, this day of

ATTEST: ST. MARY'S COUNTY METROPOLITAN COMMISSION  
[Signature] By [Signature]  
Secretary Chairman

ATTEST: DEVELOPER / PROPERTY OWNERS  
Rose M. Bean By [Signature]  
By \_\_\_\_\_  
By \_\_\_\_\_  
Mortgagor

STATE OF MARYLAND, COUNTY OF ST. MARY'S, to wit:  
I HEREBY CERTIFY that on this 3rd day of February, 1992 before me, a Notary Public in and for the County of St. Mary's aforessid personally appeared Frances P. Edge Chairman of the St. Mary's County Metropolitan Commission, and on behalf of said Commission did acknowledge the foregoing instrument to be the act and deed of the St. Mary's County Metropolitan Commission.

WITNESS my hand and Notarial Seal.

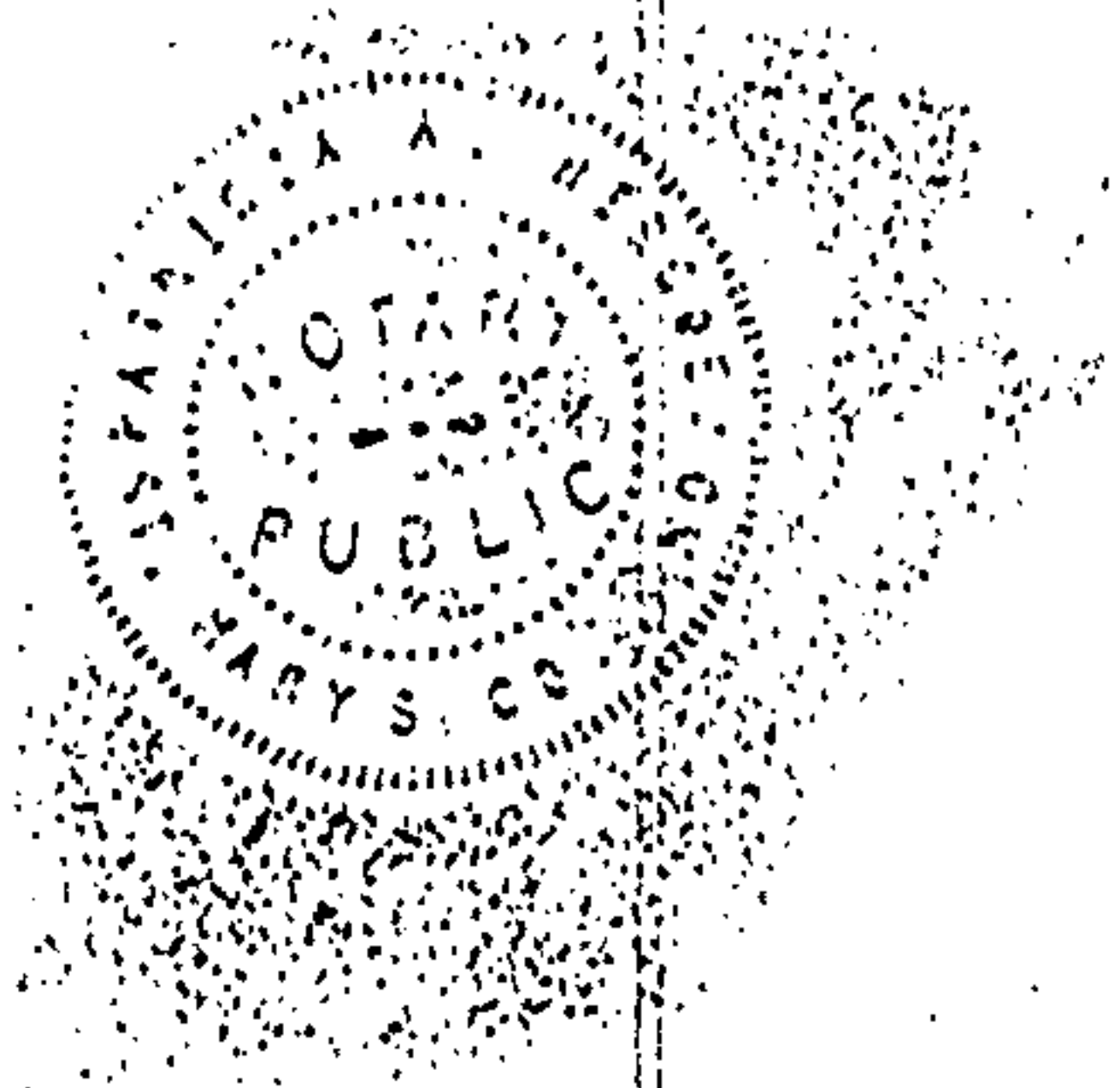
[Signature]  
Notary Public  
[Signature]  
Expires 2/1/96

LIBER 005 383

STATE OF Maryland, COUNTY OF St. Mary's, to wit:

I HEREBY CERTIFY that on this 2nd day of January  
1992 before me, the subscriber, a Notary Public in the county aforesaid, personally  
appeared Eugene W. St. Clair and that he/she/they acknowledged  
the aforesaid Public Works Agreement to be his/her/their act.

WITNESS my hand and Notarial Seal.



Patricia A. Discro

Notary Public

My Commission Expires December 1, 1995

LIBER 005 384

EXHIBIT A

STATEMENT OF  
PROPOSED WATER FACILITIES  
AND PHASING

PROJECT NAME: Bay Ridge Estates TOTAL # OF PHASES: N/A  
DEVELOPER: Eugene St. Clair & Robin C. Goode

PHASE 1

PLAT REF: Bay Ridge Estates # EDU's TO BE SERVED: N/A  
PROJECTED CONSTRUCTION START DATE: 12/01/91  
PROJECTED CONSTRUCTION COMPLETION DATE: 6/01/92  
FACILITIES TO BE CONSTRUCTED\*: Off site 12" water line extension from Great Mills Road to the Development.

COMMISSION PARTICIPATION: See attachment

PHASE 2

PLAT REF: # LOTS TO BE SERVED:  
PROJECTED CONSTRUCTION START DATE:  
PROJECTED CONSTRUCTION COMPLETION DATE:  
FACILITIES TO BE CONSTRUCTED\*:

COMMISSION PARTICIPATION:

PHASE 3

PLAT REF: # LOTS TO BE SERVED:  
PROJECTED CONSTRUCTION START DATE:  
PROJECTED CONSTRUCTION COMPLETION DATE:  
FACILITIES TO BE CONSTRUCTED\*:

COMMISSION PARTICIPATION:

(INDICATE ADDITIONAL PHASES ON SEPARATE SHEETS AS NECESSARY.)

\*The facilities listed also include FOR WATER PUMPING STATIONS: Wells, pumps, controls, generators, chlorinators, compressors, meters, valves, interior and exterior piping and appurtenances, together with all sites on which they are situate and 20' access to the same; FOR WATER STORAGE TANKS: Elevated storage tanks, standpipes, ground storage tanks, hydroneumatic tanks and surge tanks as required by the Commission, together with all sites on which they are situate and



LIBER 005 385

20' access to the same: FOR DISTRIBUTION SYSTEMS: Mains, fire hydrants, valves and valve boxes, fittings, blow offs, water house connections, water house service lines, curb stops, curb stop boxes, water meter settings and appurtenances, together with 20' permanent easements over the same for maintenance and modifications of and connection to these facilities; along with any and all other facilities or appurtenances which in any way could be construed as part of the water system.

\*\* In the event the Commission is to participate in the cost of construction, payment of the Commission's share will be made in increments consistent with the work in place.

Commission:

SPC  
(Initials)

Developer:

E.H.  
(Initials)

LCER 005 386

The Developer is to construct the 12" water main from Indian Bridge Apartments to Bay Ridge Road as shown on the plan titled "Bay Ridge Estates 12" Water Main Extension" as prepared by Norris, Gess and Ocker Engineering. This line is to be constructed in lieu of on-site supply and storage facilities through Phase Two of Bay Ridge Estates (172 total units). The estimated construction cost for on-site facilities is \$172,887.50. The estimated construction cost for the 12" main is \$170,969.70. The difference of \$1,917.80 may either be paid to the Commission by the developer or credited towards the Commission's participation.

The Commission will participate in this phase of the 12" water main by contributing \$8,995.00 for eight fire hydrant assemblies.

The developer is to extend the 12" water main down Bay Ridge Road to Maryland Route 5. The Commission will participate by paying the difference between running a 12" water main versus an 8" water main down the first 2,569 feet of Bay Ridge Road (\$16,095.80) plus paying the full cost of the last 300 feet of 12" water main (\$5,820.00). Total Commission participation in this portion of the 12" main is to be \$21,915.80.

*D.W. Liz Shuman*

FEB 24 1992

EVELYN W. ARNOLD, CLERK

LEER 005 387

**PUBLIC WORKS AGREEMENT**

**THIS AGREEMENT** by and between the ST. MARY'S COUNTY METROPOLITAN COMMISSION, hereinafter the "Commission" and Bay Country Enterprises, Inc. hereinafter the "Developer".

11:50AM02/19/92D HECOM \$0.00

**WHEREAS**, the Commission is responsible for all water and sewerage projects in the eighth Sanitary District, and,

**WHEREAS**, the Developer is developing certain real property within the said Sanitary District known and described as Bay Ridge Estates and,

**WHEREAS**, the Developer, whether by requirement of the County or by choice desires to construct central off-site sewer & on-site facilities, hereinafter the "facilities", to serve the aforementioned property, and,

**WHEREAS**, the Developer seeks the approval of the Commission for the construction of such facilities, and,

**WHEREAS**, the Concept Plan for the aforementioned development has been submitted to and approved by the Board of County Commissioners of St. Mary's County or their duly appointed agent.

**NOW THEREFORE**, in consideration of the premises and of the mutual covenants and agreements herein, it is agreed by the parties as follows:

**FIRST:** The Developer shall design the facilities in accordance with the St. Mary's County Standard Specifications for Water and Sewerage Construction, the Comprehensive Water and Sewerage Plans for St. Mary's County and any other rules, regulations, directives or special instructions issued by the Commission for the State and Federal Governments.

**SECOND:** The Developer shall submit a statement to be included as Exhibit A and/or B of this document, setting forth a proposed phasing for the construction of the facilities and a proposed schedule of completion for said phase or phases, said statement to be subject to the approval of the Commission. The Developer shall also submit an itemized engineer's estimate of the total cost to complete the facilities for each phase of the development as it occurs, such estimates also being subject to the approval of the Commission. The Developer shall also submit a copy of the deed proving he/she is the sole owner, or a legal opinion/certification listing all other parties with an interest in the property.

**THIRD:** On or before the signing of this Agreement by the parties, the Developer shall furnish a bond or bonds, the form of surety or sureties thereof to be as approved by the Commission. Said bond shall be payable to the Commission, its successors and assigns in a sum equal to the aforesaid engineering estimate for the cost of constructing the facilities, plus ten percent for contingencies, or the amount of the contract prices, whichever is higher, conditioned that the Developer shall well and truly perform and fulfill the

UBER 005 388

covenants, conditions, stipulations and terms of this Agreement, such bond or bonds to be and remain in force until such time as the warranty period on the completed facilities expires; it being understood that bonding may be accomplished incrementally in accordance with the phases and schedule established under paragraph SECOND above; it being further understood that alternatives to bonding, such as Irrevocable Letters of Credit or Irrevocable Commitments of Funds may be approved by the Commission.

**FOURTH:** The Developer shall pay to the Commission the following fees:

Review Fees: \$ 0.00 based upon \$ N/A per residential lot,  
or EDU and, \$ N/A per commercial lot or EDU payable upon  
execution of this Agreement.

Inspection Fees: \$ 1817.00 based upon 3% of the Bond or Letter of Credit  
payable upon execution of this Agreement. Said amount shall be  
placed in an account by the Commission and shall be drawn upon from  
time to time to reimburse the Commission for the direct and indirect  
cost of said inspection service, and if said cost is less than the  
inspection fee initially collected, the remaining balance shall be  
returned to the Developer or, if the final total inspection cost is more  
than the inspection fee initially collected, the Developer shall pay to  
the Commission the difference. The Commission may, at its option,  
elect to have the responsibility for construction inspection and assurance  
that all work is performed in accordance with the approved plans and  
specifications remain with the Developer and, accordingly, no fee will  
be charged. In this latter case, upon the project's completion, the  
Developer shall provide to the Commission a Project Completion  
Certification, Attachment (C), signed by a professional engineer  
registered in the State of Maryland.

Connection Charges: \$ 0.00 based upon \$ 0.00 per connection  
upon execution of this Agreement or the time a connection permit is  
issued.

Debt Serve Charge: \$ 0.00 per month based upon N/A  
front feet at \$ N/A front foot per year payment beginning  
at the time capacity allocation is made (Record Plat Approval)  
or service available, whichever occurs first.

Sewer Service Charge: \$ 0.00 per month based upon \$ N/A  
per month per EDU beginning when service is utilized. This  
Service Charge reflects the currently approved rate and is  
subject to change.

Water Service Charge: \$ 0.00 per month based upon \$ N/A  
per month per meter and \$ per month per meter beginning when  
service is utilized. This Service Charge reflects the currently approved rate  
and is subject to change.

LEER 005 389

Water Supply Fees: \$ N/A per EDU for developments without supply (wells) that utilize the public water system, payable upon:

1. The time the Use and Occupancy is issued or,
2. The time the Developer sells an individual lot or lots or,
3. The 365th day after the execution of this Agreement or,

whichever occurs first.

Water Storage Fees: \$ N/A per EDU for developments without storage facilities that utilize the public water system, payable upon:

1. The time the Use and Occupancy is issued or,
2. The time the Developer sells an individual lot or lots or,
3. The 365th day after the execution of this Agreement or,

whichever occurs first.

**FIFTH:** The Developer shall construct all of the facilities set forth in Exhibit A and/or B of this document, according to the schedule and in the phase or phases of construction indicated therein, and that in the case of multi-phased projects, no phase beyond the first shall be commenced, until the facilities constructed under all previous phases have been approved and accepted by the Commission.

**SIXTH:** The Developer shall construct the facilities in accordance with final plans and specifications, and any amendments thereto, submitted to and approved by the Commission. Further, no work in connection with the construction of the facilities shall be commenced prior to the time the Commission has approved said final plans and specifications and the Developer has applied for and secured from the Commission a permit authorizing such construction. Within sixty days after the construction of any phase is completed, a completed set of "As-Built" drawings shall be submitted to the Commission.

**SEVENTH:** The Developer shall make available the property being improved to any duly authorized representative of the Commission at all reasonable times for the purpose of inspecting the construction of the facilities.

**EIGHTH:** Upon completion and acceptance by the Commission of the facilities as set forth in paragraph SECOND above, the Developer, when requested to do so by the Commission, agrees to convey all of the facilities with the appropriate sites, easements, and rights-of-way to the Commission for the nominal sum of One Dollar (\$1.00) and to provide all documentation and assurances of title as are requested by the Commission in connection with said proposed conveyances.

**NINTH:** No premises within the project to be connected to the facilities shall be occupied or used for any purpose whether or not sold by the Developer to others, unless and until such time as the facilities have been completed in accordance with the aforesaid plans, specifications and schedule and have been inspected, approved and accepted by the Commission and the Developer so notified in writing by the Commission.

LIBER 005 390

TENTH: In the event of a dispute between the parties as to the subject matter of this Agreement, the dispute can be submitted to arbitration if the parties hereto mutually agree, or in a court of competent jurisdiction within the State of Maryland and St. Mary's County.

ELEVENTH: This Agreement shall be binding on and insure to the benefit of the heirs, successors, persons representatives and assigns of the parties hereto.

TWELFTH: The Developer shall warrantee all mechanical, electrical and control facilities for a period of twelve months and all earthwork for a period of eighteen months after they have been conveyed to the Commission. Failure of any of the facilities to perform properly or meet the conditions of paragraph FIRST shall be corrected as soon as possible after notification by the Commission. Failure of facilities to perform due to neglect or misuse by the Commission will void appropriate portion of the warranties. The warranties shall cover the cost of labor, equipment, and materials needed to correct any problems with said facilities.

WITNESS the hands and seals of the parties hereto, this day of

ATTEST:

[Signature]  
Secretary

ST. MARY'S COUNTY METROPOLITAN COMMISSION

By [Signature]  
Chairman

ATTEST:

Rose M. Bean

DEVELOPER / PROPERTY OWNERS

By [Signature]

By \_\_\_\_\_

By \_\_\_\_\_

Mortgagor

STATE OF MARYLAND, COUNTY OF ST. MARY'S, to wit:

I HEREBY CERTIFY that on this 3rd day of February, 1997, before me, a Notary Public in and for the County of St. Mary's aforesaid personally appeared Francis P. Eager, Chairman of the St. Mary's County Metropolitan Commission, and on behalf of said Commission did acknowledge the foregoing instrument to be the act and deed of the St. Mary's County Metropolitan Commission.

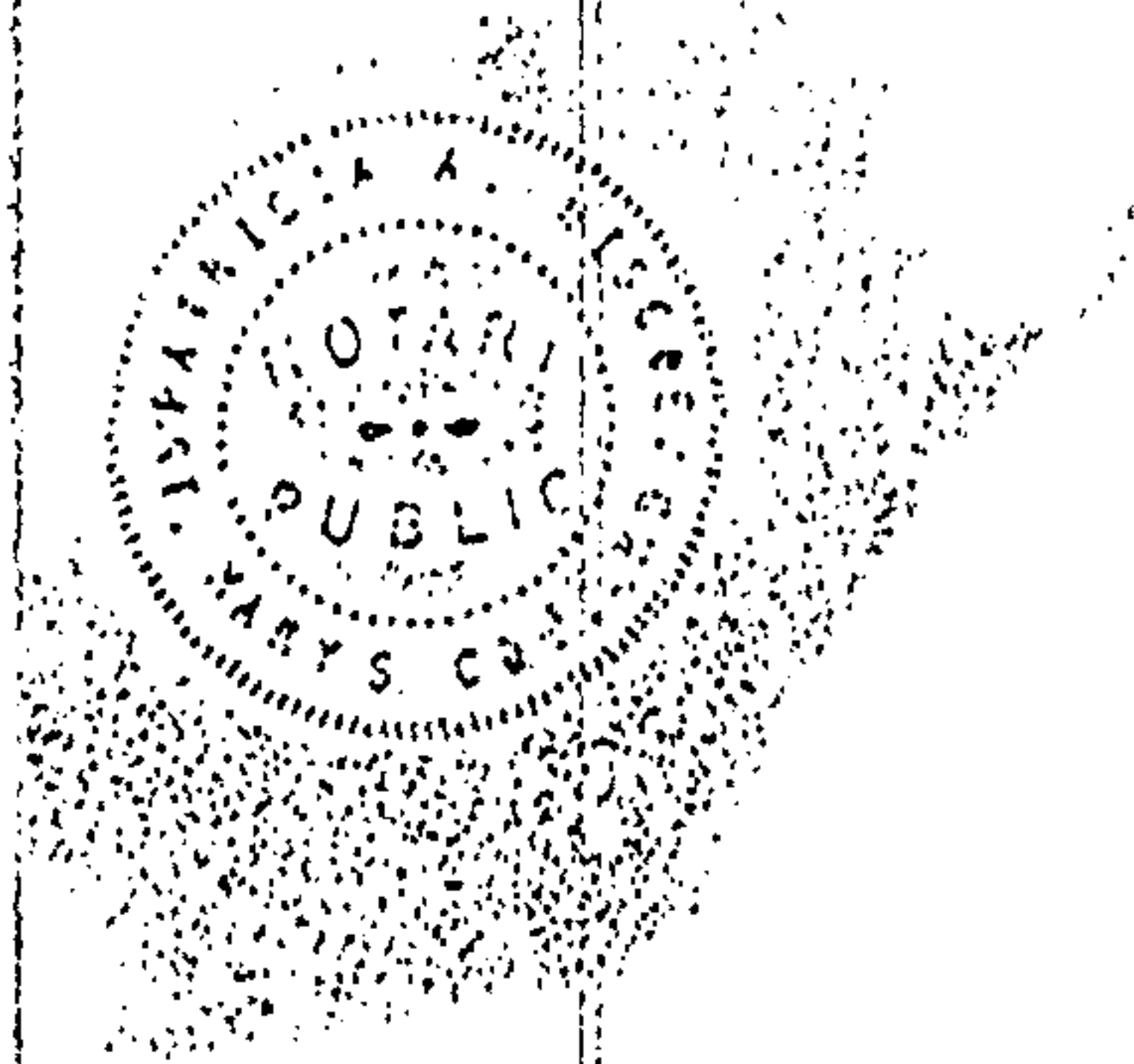
WITNESS my hand and Notarial Seal.

[Signature]  
Notary Public

[Signature]  
2/1/96

LIBER 005 391

STATE OF Maryland, COUNTY OF St. Mary's, to wit:  
I HEREBY CERTIFY that on this 2nd day of January  
19 92 before me, the subscriber, a Notary Public in the county aforesaid, personally  
appeared Eugene W. St. Clair and that he/she/they acknowledged  
the foregoing Public Works Agreement to be his/her/their act.  
WITNESS my hand and Notarial Seal.



Patricia A. Discoe  
Notary Public  
My Commission Expires December 1, 1995

LIBER 005 392

EXHIBIT A

STATEMENT OF  
PROPOSED WATER FACILITIES  
AND PHASING

PROJECT NAME: Bay Ridge Estates  
DEVELOPER: Bay Ridge Enterprises

TOTAL # OF PHASES: 1

PHASE 1

PLAT REF: Bay Ridge Estates

# EDU'S TO BE SERVED: N/A

PROJECTED CONSTRUCTION START DATE:

12/01/91

PROJECTED CONSTRUCTION COMPLETION DATE:

6/01/92

FACILITIES TO BE CONSTRUCTED\*:

On-site distribution system 2,869 l.f. 12" water main along  
Bay Ridge Road

COMMISSION PARTICIPATION:

stated in 12" off-site water main Public Works Agreement

PHASE 2

PLAT REF:

# LOTS TO BE SERVED:

PROJECTED CONSTRUCTION START DATE:

PROJECTED CONSTRUCTION COMPLETION DATE:

FACILITIES TO BE CONSTRUCTED\*:

COMMISSION PARTICIPATION:

PHASE 3

PLAT REF:

# LOTS TO BE SERVED:

PROJECTED CONSTRUCTION START DATE:

PROJECTED CONSTRUCTION COMPLETION DATE:

FACILITIES TO BE CONSTRUCTED\*:

COMMISSION PARTICIPATION:

(INDICATE ADDITIONAL PHASES ON SEPARATE SHEETS AS NECESSARY.)

\*The facilities listed also include FOR WATER PUMPING STATIONS: Wells, pumps, controls, generators, chlorinators, compressors, meters, valves, interior and exterior piping and appurtenances, together with all sites on which they are situate and 20' access to the same; FOR WATER STORAGE TANKS: Elevated storage tanks, standpipes, ground storage tanks, hydroneumatic tanks and surge tanks as required by the Commission, together with all sites on which they are situate and



LESER 005 393

20' access to the same: FOR DISTRIBUTION SYSTEMS: Mains, fire hydrants, valves and valve boxes, fittings, blow offs, water house connections, water house service lines, curb stops, curb stop boxes, water meter settings and appurtenances, together with 20' permanent easements over the same for maintenance and modifications of and connection to these facilities; along with any and all other facilities or appurtenances which in any way could be construed as part of the water system.

\*\* In the event the Commission is to participate in the cost of construction, payment of the Commission's share will be made in increments consistent with the work in place.

Commission:



(Initials)

Developer:



(Initials)

LIBER 005 394

EXHIBIT B

STATEMENT OF  
PROPOSED SEWERAGE FACILITIES  
AND PHASING

PROJECT NAME: Bay Ridge Estates  
DEVELOPER: Bay Ridge Enterprises

TOTAL # OF PHASES: 1

PHASE 1

PLAT REF: Bay Ridge Estates

# LOTS TO BE SERVED: N/A

PROJECTED CONSTRUCTION START DATE:

12/01/91

PROJECTED CONSTRUCTION COMPLETION DATE:

6/01/92

FACILITIES TO BE CONSTRUCTED\*:

Off-site sewer collection system: 940 l.f. of 8" sewer along Maryland Route 5

COMMISSION PARTICIPATION:

PHASE 2

PLAT REF:

# LOTS TO BE SERVED:

PROJECTED CONSTRUCTION START DATE:

PROJECTED CONSTRUCTION COMPLETION DATE:

FACILITIES TO BE CONSTRUCTED\*:

COMMISSION PARTICIPATION:

PHASE 3

PLAT REF:

# LOTS TO BE SERVED:

PROJECTED CONSTRUCTION START DATE:

PROJECTED CONSTRUCTION COMPLETION DATE:

FACILITIES TO BE CONSTRUCTED\*:

COMMISSION PARTICIPATION:

(INDICATE ADDITIONAL PHASES ON SEPARATE SHEETS AS NECESSARY.)

\* The facilities also include for WASTEWATER PUMPING STATIONS: pumps, wet wells, generators, compressors, meters, valves, interior and exterior piping and appurtenances, together with all sites on which they are situated and 20' access to the same. FOR WASTEWATER TREATMENT PLANTS: Storage lagoons, physical plants influent and effluent lines, lift stations, generators, together with all sites on which they are situated and 20' access to the same; FOR COLLECTION SYSTEMS: Collector and lateral sewers, interceptor sewers, force mains, sewer house

LIBER 005 395

service lines, air release valves, house connections, together with 20' permanent easements over the same for maintenance and modification of connection to these facilities; along with any and all other facilities or appurtenances which in any way could be construed as part of the sewerage system.

\*\* In the event the Commission is to participate in the cost of construction, payment of the Commission's share will be made in increments consistent with the work in place.

Commission: SPC  
(Initials)

Developer: EVA  
(Initials)

*Oil: Liz Herman*

FEB 24 1992

EVELYN W. ARNOLD, CLERK

LIBER 005 396

**PUBLIC WORKS AGREEMENT**

**THIS AGREEMENT** by and between the ST. MARY'S COUNTY METROPOLITAN COMMISSION, hereinafter the "Commission" and Bay Country Enterprises, Inc. hereinafter the "Developer".

11:50AM02/19/92D MECOM \$0.00

**WHEREAS**, the Commission is responsible for all water and sewerage projects in the eighth Sanitary District, and,

**WHEREAS**, the Developer is developing certain real property within the said Sanitary District known and described as Bay Ridge Estates, Phase 1B and,

**WHEREAS**, the Developer, whether by requirement of the County or by choice desires to construct central on site water and sewerage facilities, hereinafter the "facilities", to serve the aforementioned property, and,

**WHEREAS**, the Developer seeks the approval of the Commission for the construction of such facilities, and,

**WHEREAS**, the Concept Plan for the aforementioned development has been submitted to and approved by the Board of County Commissioners of St. Mary's County or their duly appointed agent.

**NOW THEREFORE**, in consideration of the premises and of the mutual covenants and agreements herein, it is agreed by the parties as follows:

**FIRST:** The Developer shall design the facilities in accordance with the St. Mary's County Standard Specifications for Water and Sewerage Construction, the Comprehensive Water and Sewerage Plans for St. Mary's County and any other rules, regulations, directives or special instructions issued by the Commission for the State and Federal Governments.

**SECOND:** The Developer shall submit a statement to be included as Exhibit A and/or B of this document, setting forth a proposed phasing for the construction of the facilities and a proposed schedule of completion for said phase or phases, said statement to be subject to the approval of the Commission. The Developer shall also submit an itemized engineer's estimate of the total cost to complete the facilities for each phase of the development as it occurs, such estimates also being subject to the approval of the Commission. The Developer shall also submit a copy of the deed proving he/she is the sole owner, or a legal opinion/certification listing all other parties with an interest in the property.

**THIRD:** On or before the signing of this Agreement by the parties, the Developer shall furnish a bond or bonds, the form of surety or sureties thereof to be as approved by the Commission. Said bond shall be payable to the Commission, its successors and assigns in a sum equal to the aforesaid engineering estimate for the cost of constructing the facilities, plus ten percent for contingencies, or the amount of the contract prices, whichever is higher, conditioned that the Developer shall well and truly perform and fulfill the

covenants, conditions, stipulations and terms of this Agreement, such bond or bonds to be and remain in force until such time as the warrantee period on the completed facilities expires; it being understood that bonding may be accomplished incrementally in accordance with the phases and schedule established under paragraph SECOND above; it being further understood that alternatives to bonding, such as Irrevocable Letters of Credit or Irrevocable Commitments of Funds may be approved by the Commission.

**FOURTH:** The Developer shall pay to the Commission the following fees:

Review Fees: \$ 2550.00 based upon \$ 75.00 per residential lot,  
or EDU and, \$ N/A per commercial lot or EDU payable upon  
execution of this Agreement.

Inspection Fees: \$ 2587.00 based upon 3% of the Bond or Letter of Credit  
payable upon execution of this Agreement. Said amount shall be  
placed in an account by the Commission and shall be drawn upon from  
time to time to reimburse the Commission for the direct and indirect  
cost of said inspection service, and if said cost is less than the  
inspection fee initially collected, the remaining balance shall be  
returned to the Developer or, if the final total inspection cost is more  
than the inspection fee initially collected, the Developer shall pay to  
the Commission the difference. The Commission may, at its option,  
elect to have the responsibility for construction inspection and assurance  
that all work is performed in accordance with the approved plans and  
specifications remain with the Developer and, accordingly, no fee will  
be charged. In this latter case, upon the project's completion, the  
Developer shall provide to the Commission a Project Completion  
Certification, Attachment (C), signed by a professional engineer  
registered in the State of Maryland.

Connection Charges: \$ 3060.00 based upon \$ 90.00 per connection  
upon execution of this Agreement or the time a connection permit is  
issued.

Debt Serve Charge: \$ 567.88 per month based upon 3245  
front feet at \$ 2.10 front foot per year payment beginning  
at the time capacity allocation is made (Record Plat Approval)  
or service available, whichever occurs first.

Sewer Service Charge: \$ 327.76 per month based upon \$ 9.64  
per month per EDU beginning when service is utilized. This  
Service Charge reflects the currently approved rate and is  
subject to change.

Water Service Charge: \$ 280.50 per month based upon \$ 8.25  
per month per meter and \$ per month per meter beginning when  
service is utilized. This Service Charge reflects the currently approved rate  
and is subject to change.

LSER 005 398

Water Supply Fees: \$ N/A per EDU for developments without supply (wells) that utilize the public water system, payable upon execution of this Agreement.

Water Storage Fees: \$ N/A per EDU for developments without storage facilities that utilize the public water system, payable upon execution of this Agreement.

**FIFTH:** The Developer shall construct all of the facilities set forth in Exhibit A and/or B of this document, according to the schedule and in the phase or phases of construction indicated therein, and that in the case of multi-phased projects, no phase beyond the first shall be commenced, until the facilities constructed under all previous phases have been approved and accepted by the Commission.

**SIXTH:** The Developer shall construct the facilities in accordance with final plans and specifications, and any amendments thereto, submitted to and approved by the Commission. Further, no work in connection with the construction of the facilities shall be commenced prior to the time the Commission has approved said final plans and specifications and the Developer has applied for and secured from the Commission a permit authorizing such construction. Within sixty days after the construction of any phase is completed, a completed set of "As-Built" drawings shall be submitted to the Commission.

**SEVENTH:** The Developer shall make available the property being improved to any duly authorized representative of the Commission at all reasonable times for the purpose of inspecting the construction of the facilities.

**EIGHTH:** Upon completion and acceptance by the Commission of the facilities as set forth in paragraph SECOND above, the Developer, when requested to do so by the Commission, agrees to convey all of the facilities with the appropriate sites, easements, and rights-of-way to the Commission for the nominal sum of One Dollar (\$1.00) and to provide all documentation and assurances of title as are requested by the Commission in connection with said proposed conveyances.

**NINTH:** No premises within the project to be connected to the facilities shall be occupied or used for any purpose whether or not sold by the Developer to others, unless and until such time as the facilities have been completed in accordance with the aforesaid plans, specifications and schedule and have been inspected, approved and accepted by the Commission and the Developer so notified in writing by the Commission.

TENTH: In the event of a dispute between the parties as to the subject matter of this Agreement, the dispute can be submitted to arbitration if the parties hereto mutually agree, or in a court of competent jurisdiction within the State of Maryland and St. Mary's County.

ELEVENTH: This Agreement shall be binding on and insure to the benefit of the heirs, successors, personal representatives and assigns of the parties hereto.

TWELFTH: The Developer shall warrantee all mechanical, electrical and control facilities for a period of twelve months and all earthwork for a period of eighteen months after they have been conveyed to the Commission. Failure of any of the facilities to perform properly or meet the conditions of paragraph FIRST shall be corrected as soon as possible after notification by the Commission. Failure of facilities to perform due to neglect or misuse by the Commission will void appropriate portion of the warranties. The warranties shall cover the cost of labor, equipment, and materials needed to correct any problems with said facilities.

WITNESS the hands and seals of the parties hereto, this day of

ATTEST:

[Signature]

Secretary

ST. MARY'S COUNTY METROPOLITAN COMMISSION

By

[Signature]  
Chairman

ATTEST:

Rose M. Bean

DEVELOPER / PROPERTY OWNERS

By

[Signature] V.P.

By

\_\_\_\_\_

By

\_\_\_\_\_

Mortgagor

STATE OF MARYLAND, COUNTY OF ST. MARY'S, to wit:

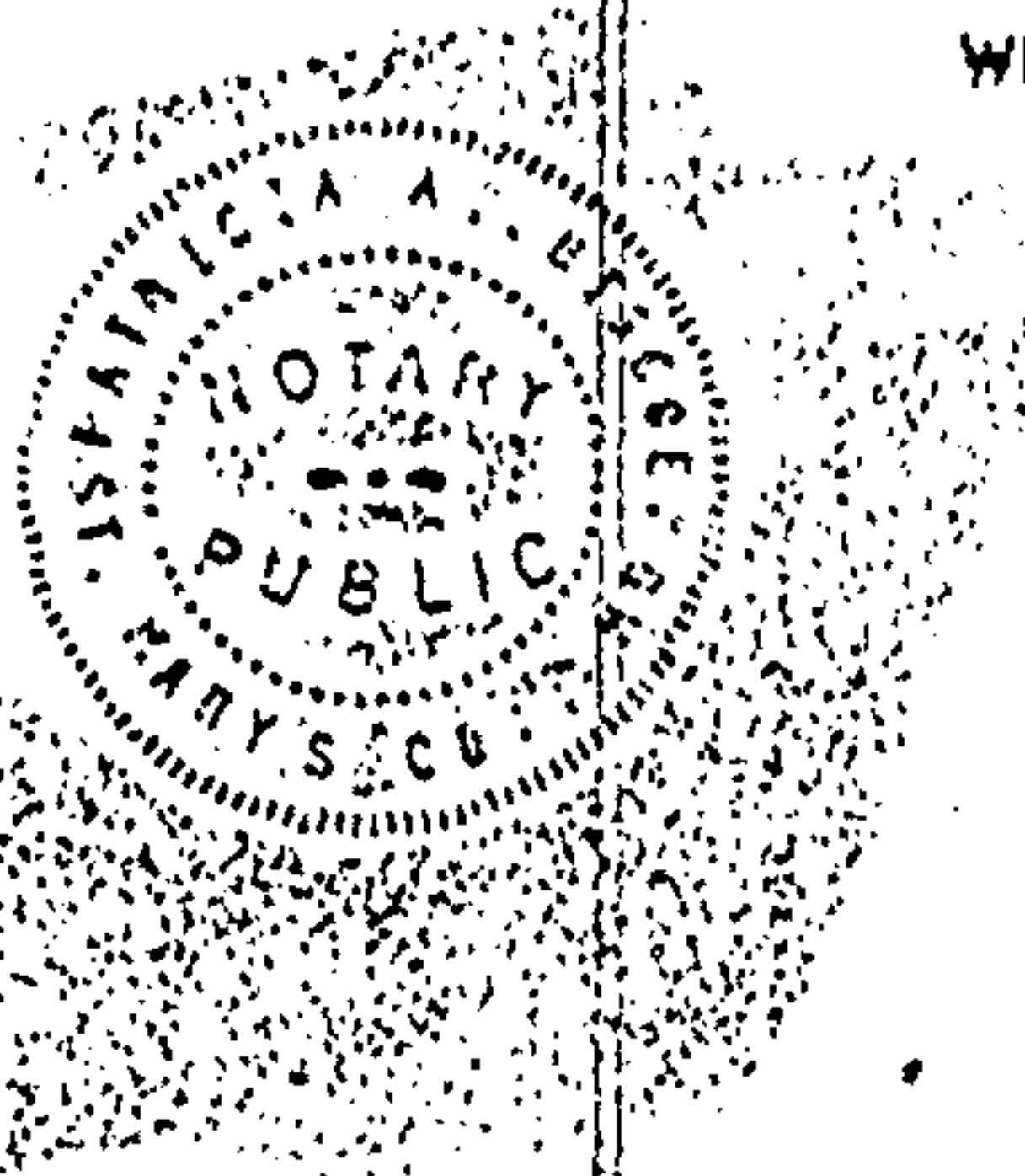
I HEREBY CERTIFY that on this 3rd day of February, 1997, before me, a Notary Public in and for the County of St. Mary's aforesaid personally appeared Francis P. Egan, Chairman of the St. Mary's County Metropolitan Commission, and on behalf of said Commission did acknowledge the foregoing instrument to be the act and deed of the St. Mary's County Metropolitan Commission.

WITNESS my hand and Notarial Seal.

[Signature]  
Notary Public  
[Signature]  
Jepson 2/1/96

LIBER 005 - 100

STATE OF Maryland, COUNTY OF St. Mary's, to wit:  
I HEREBY CERTIFY that on this 2nd day of January  
19 9a before me, the subscriber, a Notary Public in the county aforesaid, personally  
appeared Eugene W. St. Clair and that he/she/they acknowledged  
the foregoing Public Works Agreement to be his/her/their act.  
WITNESS my hand and Notarial Seal.



Patricia A. Burre

Notary Public  
My Commission Expires December 1, 1995



LIBER 005 - 101

EXHIBIT A

STATEMENT OF  
PROPOSED WATER FACILITIES  
AND PHASING

PROJECT NAME: Bay Ridge Estates, Phase 1B      TOTAL # OF PHASES:  
DEVELOPER: Bay Country Enterprises

PHASE 1

PLAT REF: Bay Ridge Estates, Phase 1B      # EDU'S TO BE SERVED: 34  
PROJECTED CONSTRUCTION START DATE: 12/01/91  
PROJECTED CONSTRUCTION COMPLETION DATE: 6/01/92  
FACILITIES TO BE CONSTRUCTED\*: Central Water Distribution system. A 12" water main from Indian Bridge Apartments to Bay Ridge Estates is to be constructed in lieu of previously determined on-site supply and storage fees.

COMMISSION PARTICIPATION: None

PHASE 2

PLAT REF:      # LOTS TO BE SERVED:  
PROJECTED CONSTRUCTION START DATE:  
PROJECTED CONSTRUCTION COMPLETION DATE:  
FACILITIES TO BE CONSTRUCTED\*:

COMMISSION PARTICIPATION:

PHASE 3

PLAT REF:      # LOTS TO BE SERVED:  
PROJECTED CONSTRUCTION START DATE:  
PROJECTED CONSTRUCTION COMPLETION DATE:  
FACILITIES TO BE CONSTRUCTED\*:

COMMISSION PARTICIPATION:

(INDICATE ADDITIONAL PHASES ON SEPARATE SHEETS AS NECESSARY.)

\*The facilities listed also include FOR WATER PUMPING STATIONS: Wells, pumps, controls, generators, chlorinators, compressors, meters, valves, interior and exterior piping and appurtenances, together with all sites on which they are situate and 20' access to the same; FOR WATER STORAGE TANKS: Elevated storage tanks, standpipes, ground storage tanks, hydroneumatic tanks and surge tanks as required by the Commission, together with all sites on which they are situate and

UBER 005 - 102

20' access to the same: FOR DISTRIBUTION SYSTEMS: Mains, fire hydrants, valves and valve boxes, fittings, blow offs, water house connections, water house service lines, curb stops, curb stop boxes, water meter settings and appurtenances, together with 20' permanent easements over the same for maintenance and modifications of and connection to these facilities; along with any and all other facilities or appurtenances which in any way could be construed as part of the water system.

\*\* In the event the Commission is to participate in the cost of construction, payment of the Commission's share will be made in increments consistent with the work in place.

Commission: *SPC*  
(Initials)

Developer: *E.M.A.*  
(Initials)

LBCR 005 =403

EXHIBIT B  
STATEMENT OF  
PROPOSED SEWERAGE FACILITIES  
AND PHASING

PROJECT NAME: Bay Ridge Estates, Phase 1B      TOTAL # OF PHASES:  
DEVELOPER: Bay Country Enterprises

PHASE 1

PLAT REF: Bay Ridge Estates, Phase 1B      # LOTS TO BE SERVED: 34  
PROJECTED CONSTRUCTION START DATE: 12/01/91  
PROJECTED CONSTRUCTION COMPLETION DATE: 6/01/92  
FACILITIES TO BE CONSTRUCTED\*: Central sewerage collection system and connecting gravity  
line to the terminal manhole located at the Great Mills Center.

COMMISSION PARTICIPATION: None

PHASE 2

PLAT REF:      # LOTS TO BE SERVED:  
PROJECTED CONSTRUCTION START DATE:  
PROJECTED CONSTRUCTION COMPLETION DATE:  
FACILITIES TO BE CONSTRUCTED\*:

COMMISSION PARTICIPATION:

PHASE 3

PLAT REF:      # LOTS TO BE SERVED:  
PROJECTED CONSTRUCTION START DATE:  
PROJECTED CONSTRUCTION COMPLETION DATE:  
FACILITIES TO BE CONSTRUCTED\*:

COMMISSION PARTICIPATION:

(INDICATE ADDITIONAL PHASES ON SEPARATE SHEETS AS NECESSARY.)

\* The facilities also include for WASTEWATER PUMPING STATIONS: pumps, wet wells, generators, compressors, meters, valves, interior and exterior piping and appurtenances, together with all sites on which they are situated and 20' access to the same. FOR WASTEWATER TREATMENT PLANTS: Storage lagoons, physical plants influent and effluent lines, lift stations, generators, together with all sites on which they are situated and 20' access to the same; FOR COLLECTION SYSTEMS: Collector and lateral sewers, interceptor sewers, force mains, sewer house

LIBER 005 =104

service lines, air release valves, house connections, together with 20' permanent easements over the same for maintenance and modification of connection to these facilities; along with any and all other facilities or appurtenances which in any way could be construed as part of the sewerage system.

\*\* In the event the Commission is to participate in the cost of construction, payment of the Commission's share will be made in increments consistent with the work in place.

Commission:

SPC

(Initials)

Developer:

EWA

(Initials)

*Old Liz Shuman*

FEB 24 1992

EVELYN W. ARNOLD, CLERK

LIBER 005 = 405

**PUBLIC WORKS AGREEMENT**

**THIS AGREEMENT** by and between the ST. MARY'S COUNTY METROPOLITAN COMMISSION, hereinafter the "Commission" and J. Denny Murray hereinafter the "Developer".

11:50AM02/19/92D HECOM \$0.00

**WHEREAS**, the Commission is responsible for all water and sewerage projects in the tenth Sanitary District; and,

**WHEREAS**, the Developer is developing certain real property within the said Sanitary District known and described as Persimmon Hills, Phase II and,

**WHEREAS**, the Developer, whether by requirement of the County or by choice desires to construct central water facilities, hereinafter the "facilities", to serve the aforementioned property, and,

**WHEREAS**, the Developer seeks the approval of the Commission for the construction of such facilities, and,

**WHEREAS**, the Concept Plan for the aforementioned development has been submitted to and approved by the Board of County Commissioners of St. Mary's County or their duly appointed agent.

**NOW THEREFORE**, in consideration of the premises and of the mutual covenants and agreements herein, it is agreed by the parties as follows:

**FIRST:** The Developer shall design the facilities in accordance with the St. Mary's County Standard Specifications for Water and Sewerage Construction, the Comprehensive Water and Sewerage Plans for St. Mary's County and any other rules, regulations, directives or special instructions issued by the Commission for the State and Federal Governments.

**SECOND:** The Developer shall submit a statement to be included as Exhibit A and/or B of this document, setting forth a proposed phasing for the construction of the facilities and a proposed schedule of completion for said phase or phases, said statement to be subject to the approval of the Commission. The Developer shall also submit an itemized engineer's estimate of the total cost to complete the facilities for each phase of the development as it occurs, such estimates also being subject to the approval of the Commission. The Developer shall also submit a copy of the deed proving he/she is the sole owner, or a legal opinion/certification listing all other parties with an interest in the property.

**THIRD:** On or before the signing of this Agreement by the parties, the Developer shall furnish a bond or bonds, the form of surety or sureties thereof to be as approved by the Commission. Said bond shall be payable to the Commission; its successors and assigns in a sum equal to the aforesaid engineering estimate for the cost of constructing the facilities, plus ten percent for contingencies, or the amount of the contract prices, whichever is higher, conditioned that the Developer shall well and truly perform and fulfill the

LIBER 005 =106

covenants, conditions, stipulations and terms of this Agreement, such bond or bonds to be and remain in force until such time as the warranty period on the completed facilities expires; it being understood that bonding may be accomplished incrementally in accordance with the phases and schedule established under paragraph SECOND above; it being further understood that alternatives to bonding, such as Irrevocable Letters of Credit or Irrevocable Commitments of Funds may be approved by the Commission.

**FOURTH:** The Developer shall pay to the Commission the following fees:

Review Fees: \$ 2205.00 based upon \$ 45.00 per residential lot,  
or EDU and, \$ N/A per commercial lot or EDU payable upon  
execution of this Agreement.

Inspection Fees: \$ 3293.00 based upon 3% of the Bond or Letter of Credit  
payable upon execution of this Agreement. Said amount shall be  
placed in an account by the Commission and shall be drawn upon from  
time to time to reimburse the Commission for the direct and indirect  
cost of said inspection service, and if said cost is less than the  
inspection fee initially collected, the remaining balance shall be  
returned to the Developer or, if the final total inspection cost is more  
than the inspection fee initially collected, the Developer shall pay to  
the Commission the difference.

Connection Charges: \$ 4410.00 based upon \$ 90.00 per connection  
upon execution of this Agreement or the time a connection permit is  
issued.

Debt Serve Charge: \$ 0.00 per month based upon N/A  
front feet at \$ N/A front foot per year payment beginning  
at the time capacity allocation is made (Record Plat Approval)  
or service available, whichever occurs first.

Sewer Service Charge: \$ 0.00 per month based upon \$ N/A  
per month per EDU beginning when service is utilized. This  
Service Charge reflects the currently approved rate and is  
subject to change.

Water Service Charge: \$ 494.90 per month based upon \$ 10.10  
per month per meter and \$ N/A per month per meter beginning when  
service is utilized. This Service Charge reflects the currently approved rate  
and is subject to change.

Water Supply Fees: \$ N/A per EDU for developments without supply (wells) that utilize the public water system, payable upon:

1. The time the Use and Occupancy is issued or,
2. The time the Developer sells an individual lot or lots or,
3. The 365th day after the execution of this Agreement or, whichever occurs first.

Water Storage Fees: \$ N/A per EDU for developments without storage facilities that utilize the public water system, payable upon:

1. The time the Use and Occupancy is issued or,
2. The time the Developer sells an individual lot or lots or,
3. The 365th day after the execution of this Agreement or, whichever occurs first.

**FIFTH:** The Developer shall construct all of the facilities set forth in Exhibit A and/or B of this document, according to the schedule and in the phase or phases of construction indicated therein, and that in the case of multi-phased projects, no phase beyond the first shall be commenced, until the facilities constructed under all previous phases have been approved and accepted by the Commission.

**SIXTH:** The Developer shall construct the facilities in accordance with final plans and specifications, and any amendments thereto, submitted to and approved by the Commission. Further, no work in connection with the construction of the facilities shall be commenced prior to the time the Commission has approved said final plans and specifications and the Developer has applied for and secured from the Commission a permit authorizing such construction. Within sixty days after the construction of any phase is completed, a completed set of "As-Built" drawings shall be submitted to the Commission.

**SEVENTH:** The Developer shall make available the property being improved to any duly authorized representative of the Commission at all reasonable times for the purpose of inspecting the construction of the facilities.

**EIGHTH:** Upon completion and acceptance by the Commission of the facilities as set forth in paragraph SECOND above, the Developer, when requested to do so by the Commission, agrees to convey all of the facilities with the appropriate sites, easements, and rights-of-way to the Commission for the nominal sum of One Dollar (\$1.00) and to provide all documentation and assurances of title as are requested by the Commission in connection with said proposed conveyances.

**NINTH:** No premises within the project to be connected to the facilities shall be occupied or used for any purpose whether or not sold by the Developer to others, unless and until such time as the facilities have been completed in accordance with the aforesaid plans, specifications and schedule and have been inspected, approved and accepted by the Commission and the Developer so notified in writing by the Commission.

LSER 005 = 108

EXHIBIT A

STATEMENT OF  
PROPOSED WATER FACILITIES  
AND PHASING

PROJECT NAME: Persimmon Hills, Phase II      TOTAL # OF PHASES: One  
DEVELOPER: J. Denny Murray

PHASE 1

PLAT REF: Persimmon Hills, Phase II      # EDU'S TO BE SERVED: 49  
PROJECTED CONSTRUCTION START DATE: 1/02/92  
PROJECTED CONSTRUCTION COMPLETION DATE: 6/01/92

FACILITIES TO BE CONSTRUCTED\*: Water Distribution system. Developer to construct additional water supply and storage as needed to meet the requirements of the 49 lots in Phase II in addition to the 46 lots in Phase I.

COMMISSION PARTICIPATION: N/A

PHASE 2

PLAT REF:      # LOTS TO BE SERVED:  
PROJECTED CONSTRUCTION START DATE:  
PROJECTED CONSTRUCTION COMPLETION DATE:  
FACILITIES TO BE CONSTRUCTED\*:

COMMISSION PARTICIPATION:

PHASE 3

PLAT REF:      # LOTS TO BE SERVED:  
PROJECTED CONSTRUCTION START DATE:  
PROJECTED CONSTRUCTION COMPLETION DATE:  
FACILITIES TO BE CONSTRUCTED\*:

COMMISSION PARTICIPATION:

(INDICATE ADDITIONAL PHASES ON SEPARATE SHEETS AS NECESSARY.)

\*The facilities listed also include FOR WATER PUMPING STATIONS: Wells, pumps, controls, generators, chlorinators, compressors, meters, valves, interior and exterior piping and appurtenances, together with all sites on which they are situate and 20' access to the same; FOR WATER STORAGE TANKS: Elevated storage tanks, standpipes, ground storage tanks, hydroneumatic tanks and surge tanks as required by the Commission, together with all sites on which they are situate and



TENTH: In the event of a dispute between the parties as to the subject matter of this Agreement, the dispute can be submitted to arbitration if the parties hereto mutually agree, or in a court of competent jurisdiction within the State of Maryland and St. Mary's County.

ELEVENTH: This Agreement shall be binding on and insure to the benefit of the heirs, successors, personal representatives and assigns of the parties hereto.

TWELFTH: The Developer shall warrantee all mechanical, electrical and control facilities for a period of twelve months and all earthwork for a period of eighteen months after they have been conveyed to the Commission. Failure of any of the facilities to perform properly or meet the conditions of paragraph FIRST shall be corrected as soon as possible after notification by the Commission. Failure of facilities to perform due to neglect or misuse by the Commission will void appropriate portion of the warranties. The warranties shall cover the cost of labor, equipment, and materials needed to correct any problems with said facilities.

WITNESS the hands and seals of the parties hereto, this day of

ATTEST: [Signature]  
Secretary

ST. MARY'S COUNTY METROPOLITAN COMMISSION  
By [Signature]  
Chairman

ATTEST: [Signature]

DEVELOPER / PROPERTY OWNERS  
By [Signature]  
By [Signature]

[Signature]  
TRUSTEE

STATE OF MARYLAND, COUNTY OF ST. MARY'S, to wit:  
I HEREBY CERTIFY that on this 3rd day of February, 1992, before me, a Notary Public in and for the County of St. Mary's aforessid personally appeared Francis P. Egan, Chairman of the St. Mary's County Metropolitan Commission, and on behalf of said Commission did acknowledge the foregoing instrument to be the act and deed of the St. Mary's County Metropolitan Commission.

WITNESS my hand and Notarial Seal.

[Signature]  
Notary Public  
My commission expires 2/1/96.

LBER 005 =410

20' access to the same: FOR DISTRIBUTION SYSTEMS: Mains, fire hydrants, valves and valve boxes, fittings, blow offs, water house connections, water house service lines, curb stops, curb stop boxes, water meter settings and appurtenances, together with 20' permanent easements over the same for maintenance and modifications of and connection to these facilities; along with any and all other facilities or appurtenances which in any way could be construed as part of the water system.

\*\* In the event the Commission is to participate in the cost of construction, payment of the Commission's share will be made in increments consistent with the work in place.

Commission:

Spe  
(Initials)

Developer:

JW  
(Initials)

LEER 005 =411

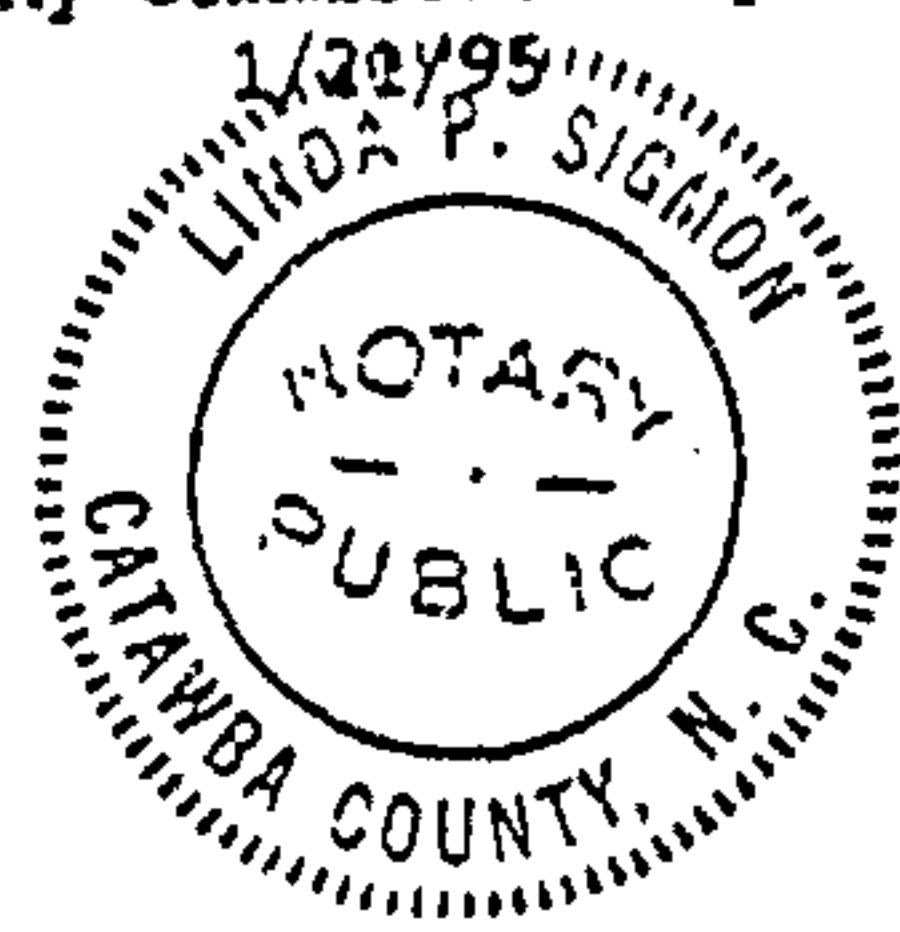
STATE OF NORTH CAROLINA , COUNTY OF CATAWBA , to wit.

I HEREBY CERTIFY that on this 7 day of January  
19 92 before me, the subscriber, a Notary Public in the county aforesaid, personally  
appeared Rufus F. Walker, Jr. and that he/~~she~~ acknowledged  
the foregoing Public Works Agreement to be his/~~her~~ act.

WITNESS my hand and Notarial Seal.

*Linda P. Sigmon*  
Notary Public

My Commission Expires



*Del. Liz Sherman*

FEB 24 1992. EVELYN W. ARNOLD, CLERK

LBEP 005 112

**PUBLIC WORKS AGREEMENT**

**THIS AGREEMENT** by and between the ST. MARY'S COUNTY METROPOLITAN COMMISSION, hereinafter the "Commission" and James A. Weaver hereinafter the "Developer".

8:31AM02/20/92A HECOM \$0.00

**WHEREAS**, the Commission is responsible for all water and sewerage projects in the eighth Sanitary District, and,

**WHEREAS**, the Developer is developing certain real property within the said Sanitary District known and described as Town Creek Farm, Lot 500-15 and,

**WHEREAS**, the Developer, whether by requirement of the County or by choice desires to construct central sewerage facilities, hereinafter the "facilities", to serve the aforementioned property, and,

**WHEREAS**, the Developer seeks the approval of the Commission for the construction of such facilities, and,

**WHEREAS**, the Concept Plan for the aforementioned development has been submitted to and approved by the Board of County Commissioners of St. Mary's County or their duly appointed agent.

**NOW THEREFORE**, in consideration of the premises and of the mutual covenants and agreements herein, it is agreed by the parties as follows:

**FIRST:** The Developer shall design the facilities in accordance with the St. Mary's County Standard Specifications for Water and Sewerage Construction, the Comprehensive Water and Sewerage Plans for St. Mary's County and any other rules, regulations, directives or special instructions issued by the Commission for the State and Federal Governments.

**SECOND:** The Developer shall submit a statement to be included as Exhibit A and/or B of this document, setting forth a proposed phasing for the construction of the facilities and a proposed schedule of completion for said phase or phases, said statement to be subject to the approval of the Commission. The Developer shall also submit an itemized engineer's estimate of the total cost to complete the facilities for each phase of the development as it occurs, such estimates also being subject to the approval of the Commission. The Developer shall also submit a copy of the deed proving he/she is the sole owner, or a legal opinion/certification listing all other parties with an interest in the property.

**THIRD:** On or before the signing of this Agreement by the parties, the Developer shall furnish a bond or bonds, the form of surety or sureties thereof to be as approved by the Commission. Said bond shall be payable to the Commission, its successors and assigns in a sum equal to the aforesaid engineering estimate for the cost of constructing the facilities, plus ten percent for contingencies, or the amount of the contract prices, whichever is higher, conditioned that the Developer shall well and truly perform and fulfill the

covenants, conditions, stipulations and terms of this Agreement, such bond or bonds to be and remain in force until such time as the warranty period on the completed facilities expires; it being understood that bonding may be accomplished incrementally in accordance with the phases and schedule established under paragraph SECOND above; it being further understood that alternatives to bonding, such as Irrevocable Letters of Credit or Irrevocable Commitments of Funds may be approved by the Commission.

**FOURTH:** The Developer shall pay to the Commission the following fees:

Review Fees: \$ 0.00 based upon \$ N/A per residential lot, or EDU and, \$ N/A per commercial lot or EDU payable upon execution of this Agreement.

Inspection Fees: \$ 0.00 based upon 3% of the Bond or Letter of Credit payable upon execution of this Agreement. Said amount shall be placed in an account by the Commission and shall be drawn upon from time to time to reimburse the Commission for the direct and indirect cost of said inspection service, and if said cost is less than the inspection fee initially collected, the remaining balance shall be returned to the Developer or, if the final total inspection cost is more than the inspection fee initially collected, the Developer shall pay to the Commission the difference.

Connection Charges: \$ 0.00 based upon \$ 0.00 per connection upon execution of this Agreement or the time a connection permit is issued.

Debt Serve Charge: \$ 12.47 per month based upon 88 front feet at \$ 1.70 front foot per year payment beginning at the time capacity allocation is made (Record Plat Approval) or service available, whichever occurs first

Sewer Service Charge: \$ 9.64 per month based upon \$ 9.64 per month per EDU beginning when service is utilized. This Service Charge reflects the currently approved rate and is subject to change.

Water Service Charge: \$ 0.00 per month based upon \$ N/A per month per meter and \$ N/A per month per meter beginning when service is utilized. This Service Charge reflects the currently approved rate and is subject to change.

LIBER 005 -414

Water Supply Fees: \$ N/A per EDU for developments without supply (wells) that utilize the public water system, payable upon:

1. The time the Use and Occupancy is issued or,
  2. The time the Developer sells an individual lot or lots or,
  3. The 365th day after the execution of this Agreement or,
- whichever occurs first.

Water Storage Fees: \$ N/A per EDU for developments without storage facilities that utilize the public water system, payable upon:

1. The time the Use and Occupancy is issued or,
  2. The time the Developer sells an individual lot or lots or,
  3. The 365th day after the execution of this Agreement or,
- whichever occurs first.

**FIFTH:** The Developer shall construct all of the facilities set forth in Exhibit A and/or B of this document, according to the schedule and in the phase or phases of construction indicated therein, and that in the case of multi-phased projects, no phase beyond the first shall be commenced, until the facilities constructed under all previous phases have been approved and accepted by the Commission.

**SIXTH:** The Developer shall construct the facilities in accordance with final plans and specifications, and any amendments thereto, submitted to and approved by the Commission. Further, no work in connection with the construction of the facilities shall be commenced prior to the time the Commission has approved said final plans and specifications and the Developer has applied for and secured from the Commission a permit authorizing such construction. Within sixty days after the construction of any phase is completed, a completed set of "As-Built" drawings shall be submitted to the Commission.

**SEVENTH:** The Developer shall make available the property being improved to any duly authorized representative of the Commission at all reasonable times for the purpose of inspecting the construction of the facilities.

**EIGHTH:** Upon completion and acceptance by the Commission of the facilities as set forth in paragraph SECOND above, the Developer, when requested to do so by the Commission, agrees to convey all of the facilities with the appropriate sites, easements, and rights-of-way to the Commission for the nominal sum of One Dollar (\$1.00) and to provide all documentation and assurances of title as are requested by the Commission in connection with said proposed conveyances.

**NINTH:** No premises within the project to be connected to the facilities shall be occupied or used for any purpose whether or not sold by the Developer to others, unless and until such time as the facilities have been completed in accordance with the aforesaid plans, specifications and schedule and have been inspected, approved and accepted by the Commission and the Developer so notified in writing by the Commission.

TENTH: In the event of a dispute between the parties as to the subject matter of this Agreement, the dispute can be submitted to arbitration if the parties hereto mutually agree, or in a court of competent jurisdiction within the State of Maryland and St. Mary's County.

ELEVENTH: This Agreement shall be binding on and insure to the benefit of the heirs, successors, personal representatives and assigns of the parties hereto.

TWELFTH: The Developer shall warrantee all mechanical, electrical and control facilities for a period of twelve months and all earthwork for a period of eighteen months after they have been conveyed to the Commission. Failure of any of the facilities to perform properly or meet the conditions of paragraph FIRST shall be corrected as soon as possible after notification by the Commission. Failure of facilities to perform due to neglect or misuse by the Commission will void appropriate portion of the warranties. The warranties shall cover the cost of labor, equipment, and materials needed to correct any problems with said facilities.

WITNESS the hands and seals of the parties hereto, this day of

ATTEST: ST. MARY'S COUNTY METROPOLITAN COMMISSION

Steven J. Long Secretary By F.P. Egan Chairman

ATTEST: DEVELOPER / PROPERTY OWNERS

By James A. Weaver, Jr.

By \_\_\_\_\_

By \_\_\_\_\_  
Mortgagor

STATE OF MARYLAND, COUNTY OF ST. MARY'S, to wit:

I HEREBY CERTIFY that on this 16th day of February, 1997, before me, a Notary Public in and for the County of St. Mary's aforesaid personally appeared James P. Egan, Chairman of the St. Mary's County Metropolitan Commission, and on behalf of said Commission did acknowledge the foregoing instrument to be the act and deed of the St. Mary's County Metropolitan Commission.

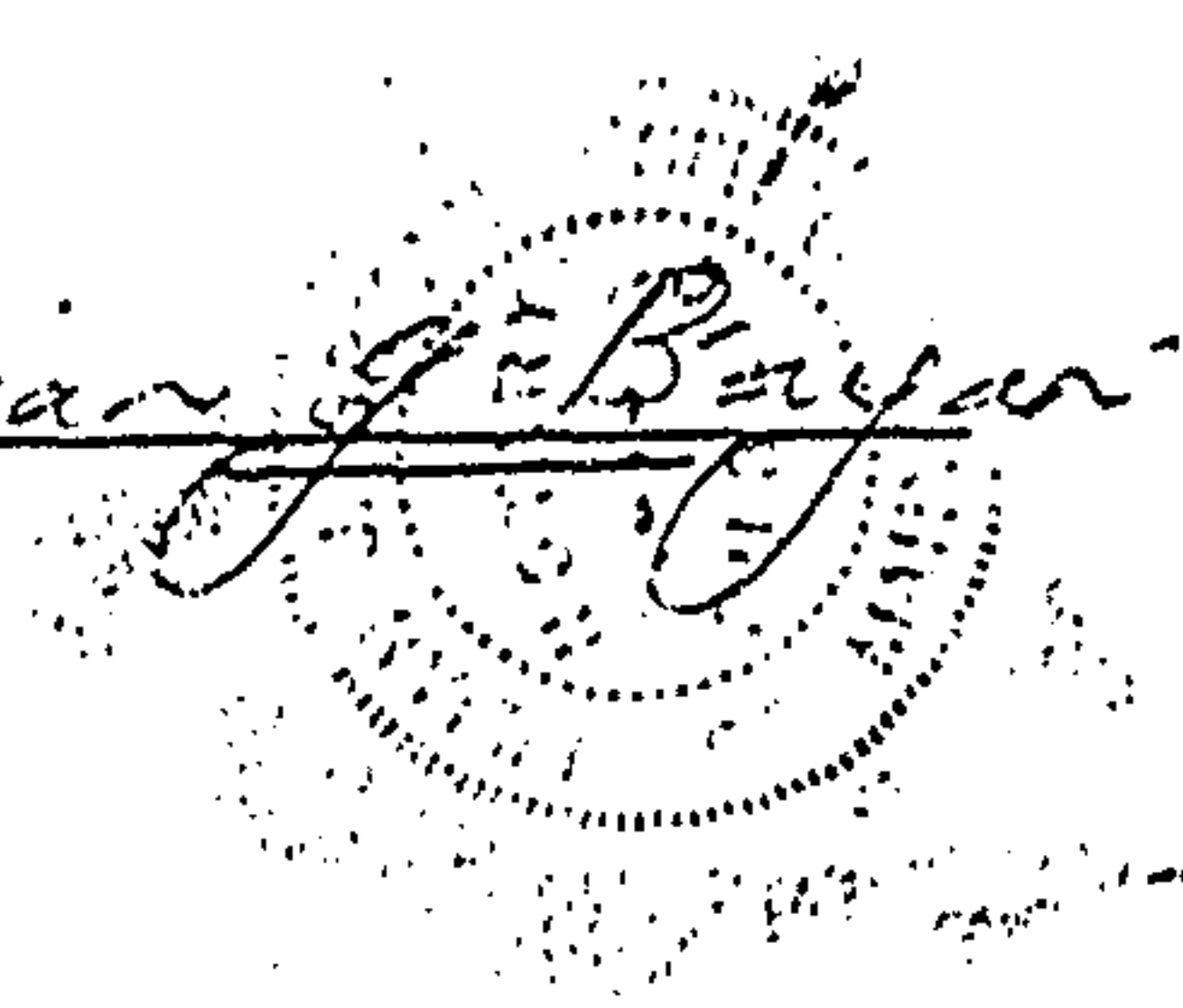
WITNESS my hand and Notarial Seal.

Lillian J. Bayan  
Notary Public  
my Commission Expires 2/1/96.

LIBER 005 <sup>21</sup>416

STATE OF *Maryland*, COUNTY OF *St. Mary's*, to wit:  
I HEREBY CERTIFY that on this *30<sup>th</sup>* day of *January*  
19*92* before me, the subscriber, a Notary Public in the county aforesaid, personally  
appeared *James A. Wenzel* and that he/she/they acknowledged  
the foregoing Public Works Agreement to be his/hers/their act.  
WITNESS my hand and Notarial Seal.

*Laclian G. Bayan*  
Notary Public





LBCE 005 ~~417~~

EXHIBIT B  
STATEMENT OF  
PROPOSED SEWERAGE FACILITIES  
AND PHASING

PROJECT NAME: Town Creek Farm, Lot 500-15      TOTAL # OF PHASES: 1  
DEVELOPER: James A. Weaver

PHASE 1

PLAT REF: Town Creek Farm, Lot 500-15      # LOTS TO BE SERVED: 1  
PROJECTED CONSTRUCTION START DATE: 1/01/92  
PROJECTED CONSTRUCTION COMPLETION DATE: 2/01/92

FACILITIES TO BE CONSTRUCTED\*: Low pressure force main from 116 Legerton Lane to existing sewer connection at Lot 6-B at the intersection of Legerton and Town Creek Drive. The owner of 116 Legerton Lane is responsible for all upkeep, maintenance and repairs to this line.

COMMISSION PARTICIPATION: None

PHASE 2

PLAT REF:      # LOTS TO BE SERVED:  
PROJECTED CONSTRUCTION START DATE:  
PROJECTED CONSTRUCTION COMPLETION DATE:  
FACILITIES TO BE CONSTRUCTED\*:

COMMISSION PARTICIPATION:

PHASE 3

PLAT REF:      # LOTS TO BE SERVED:  
PROJECTED CONSTRUCTION START DATE:  
PROJECTED CONSTRUCTION COMPLETION DATE:  
FACILITIES TO BE CONSTRUCTED\*:

COMMISSION PARTICIPATION:

(INDICATE ADDITIONAL PHASES ON SEPARATE SHEETS AS NECESSARY.)

\* The facilities also include for WASTEWATER PUMPING STATIONS: pumps, wet wells, generators, compressors, meters, valves, interior and exterior piping and appurtenances, together with all sites on which they are situated and 20' access to the same. FOR WASTEWATER TREATMENT PLANTS: Storage lagoons, physical plants influent and effluent lines, lift stations, generators, together with all sites on which they are situated and 20' access to the same; FOR COLLECTION SYSTEMS: Collector and lateral sewers, interceptor sewers, force mains, sewer house

LEBR 005 ~~418~~

service lines, air release valves, house connections, together with 20' permanent easements over the same for maintenance and modification of connection to these facilities; along with any and all other facilities or appurtenances which in any way could be construed as part of the sewerage system.

\*\* In the event the Commission is to participate in the cost of construction, payment of the Commission's share will be made in increments consistent with the work in place.

Commission:

lpe  
(Initials)

Developer:

JWT  
(Initials)

*Dist. Litzelman*

FEB 24 1992

EVELYN W. ARNOLD, CLERK

LIBER 005 ~~419~~

PUBLIC WORKS AGREEMENT

THIS AGREEMENT by and between the ST. MARY'S COUNTY METROPOLITAN COMMISSION, hereinafter the "Commission" and Eagle Systems hereinafter the "Developer".

8:31AM02/20/92A HECOM \$0.00

WHEREAS, the Commission is responsible for all water and sewerage projects in the eighth Sanitary District, and,

WHEREAS, the Developer is developing certain real property within the said Sanitary District known and described as Eagle Systems Office and,

WHEREAS, the Developer, whether by requirement of the County or by choice desires to construct central water facilities, hereinafter the "facilities", to serve the aforementioned property, and,

WHEREAS, the Developer seeks the approval of the Commission for the construction of such facilities, and,

WHEREAS, the Concept Plan for the aforementioned development has been submitted to and approved by the Board of County Commissioners of St. Mary's County or their duly appointed agent.

NOW THEREFORE, in consideration of the premises and of the mutual covenants and agreements herein, it is agreed by the parties as follows:

FIRST: The Developer shall design the facilities in accordance with the St. Mary's County Standard Specifications for Water and Sewerage Construction, the Comprehensive Water and Sewerage Plans for St. Mary's County and any other rules, regulations, directives or special instructions issued by the Commission for the State and Federal Governments.

SECOND: The Developer shall submit a statement to be included as Exhibit A and/or B of this document, setting forth a proposed phasing for the construction of the facilities and a proposed schedule of completion for said phase or phases, said statement to be subject to the approval of the Commission. The Developer shall also submit an itemized engineer's estimate of the total cost to complete the facilities for each phase of the development as it occurs, such estimates also being subject to the approval of the Commission. The Developer shall also submit a copy of the deed proving he/she is the sole owner, or a legal opinion/certification listing all other parties with an interest in the property.

THIRD: On or before the signing of this Agreement by the parties, the Developer shall furnish a bond or bonds, the form of surety or sureties thereof to be as approved by the Commission. Said bond shall be payable to the Commission, its successors and assigns in a sum equal to the aforesaid engineering estimate for the cost of constructing the facilities, plus ten percent for contingencies, or the amount of the contract prices, whichever is higher, conditioned that the Developer shall well and truly perform and fulfill the

LIBER 005 -120

covenants, conditions, stipulations and terms of this Agreement, such bond or bonds to be and remain in force until such time as the warranty period on the completed facilities expires; it being understood that bonding may be accomplished incrementally in accordance with the phases and schedule established under paragraph SECOND above; it being further understood that alternatives to bonding, such as Irrevocable Letters of Credit or Irrevocable Commitments of Funds may be approved by the Commission.

**FOURTH:** The Developer shall pay to the Commission the following fees:

Review Fees: \$ 225.00 based upon \$ N/A per residential lot,  
or EDU and, \$ 45.00 per commercial lot or EDU payable upon  
execution of this Agreement.

Inspection Fees: \$ 511.00 based upon 3% of the Bond or Letter of Credit  
payable upon execution of this Agreement. Said amount shall be  
placed in an account by the Commission and shall be drawn upon from  
time to time to reimburse the Commission for the direct and indirect  
cost of said inspection service, and if said cost is less than the  
inspection fee initially collected, the remaining balance shall be  
returned to the Developer or, if the final total inspection cost is more  
than the inspection fee initially collected, the Developer shall pay to  
the Commission the difference.

Connection Charges: \$ 300.00 based upon \$ 300.00 per connection  
upon execution of this Agreement or the time a connection permit is  
issued.

Debt Serve Charge: \$ 13.88 per month based upon 333  
front feet at \$ .50 front foot per year payment beginning  
at the time capacity allocation is made (Record Plat Approval)  
or service available, whichever occurs first.

Sewer Service Charge: \$ 0.00 per month based upon \$ N/A  
per month per EDU beginning when service is utilized. This  
Service Charge reflects the currently approved rate and is  
subject to change.

Water Service Charge: \$ 14.91 per month based upon \$ 8.25  
per month per meter and \$ 6.66 per month per meter beginning when  
service is utilized. This Service Charge reflects the currently approved rate  
and is subject to change.

LIBER 005 ~~421~~ 421

Water Supply Fees: \$ 250.00 per EDU for developments without supply (wells) that utilize the public water system, payable upon:

1. The time the Use and Occupancy is issued or,
  2. The time the Developer sells an individual lot or lots or,
  3. The 365th day after the execution of this Agreement or,
- whichever occurs first.

Water Storage Fees: \$ 450.00 per EDU for developments without storage facilities that utilize the public water system, payable upon:

1. The time the Use and Occupancy is issued or,
  2. The time the Developer sells an individual lot or lots or,
  3. The 365th day after the execution of this Agreement or,
- whichever occurs first.

**FIFTH:** The Developer shall construct all of the facilities set forth in Exhibit A and/or B of this document, according to the schedule and in the phase or phases of construction indicated therein, and that in the case of multi-phased projects, no phase beyond the first shall be commenced, until the facilities constructed under all previous phases have been approved and accepted by the Commission.

**SIXTH:** The Developer shall construct the facilities in accordance with final plans and specifications, and any amendments thereto, submitted to and approved by the Commission. Further, no work in connection with the construction of the facilities shall be commenced prior to the time the Commission has approved said final plans and specifications and the Developer has applied for and secured from the Commission a permit authorizing such construction. Within sixty days after the construction of any phase is completed, a completed set of "As-Built" drawings shall be submitted to the Commission.

**SEVENTH:** The Developer shall make available the property being improved to any duly authorized representative of the Commission at all reasonable times for the purpose of inspecting the construction of the facilities.

**EIGHTH:** Upon completion and acceptance by the Commission of the facilities as set forth in paragraph SECOND above, the Developer, when requested to do so by the Commission, agrees to convey all of the facilities with the appropriate sites, easements, and rights-of-way to the Commission for the nominal sum of One Dollar (\$1.00) and to provide all documentation and assurances of title as are requested by the Commission in connection with said proposed conveyances.

**NINTH:** No premises within the project to be connected to the facilities shall be occupied or used for any purpose whether or not sold by the Developer to others, unless and until such time as the facilities have been completed in accordance with the aforesaid plans, specifications and schedule and have been inspected, approved and accepted by the Commission and the Developer so notified in writing by the Commission.

TENTH: In the event of a dispute between the parties as to the subject matter of this Agreement, the dispute can be submitted to arbitration if the parties hereto mutually agree, or in a court of competent jurisdiction within the State of Maryland and St. Mary's County.

ELEVENTH: This Agreement shall be binding on and insure to the benefit of the heirs, successors, personal representatives and assigns of the parties hereto.

TWELFTH: The Developer shall warrantee all mechanical, electrical and control facilities for a period of twelve months and all earthwork for a period of eighteen months after they have been conveyed to the Commission. Failure of any of the facilities to perform properly or meet the conditions of paragraph FIRST shall be corrected as soon as possible after notification by the Commission. Failure of facilities to perform due to neglect or misuse by the Commission will void appropriate portion of the warranties. The warranties shall cover the cost of labor, equipment, and materials needed to correct any problems with said facilities.

WITNESS the hands and seals of the parties hereto, this day of

ATTEST:

ST. MARY'S COUNTY METROPOLITAN COMMISSION

William G. King  
Secretary

By F. B. Gager  
Chairman

ATTEST:

DEVELOPER / PROPERTY OWNERS

Lynda A. Johnson

By \_\_\_\_\_

By \_\_\_\_\_

By Donald P. Pealy  
Mortgagor

STATE OF MARYLAND, COUNTY OF ST. MARY'S, to wit:

I HEREBY CERTIFY that on this 6th day of February, 1992 before me, a Notary Public in and for the County of St. Mary's aforesaid personally appeared Francis B. Gager Chairman of the St. Mary's County Metropolitan Commission, and on behalf of said Commission did acknowledge the foregoing instrument to be the act and deed of the St. Mary's County Metropolitan Commission.

WITNESS my hand and Notarial Seal.

Linda J. Bryson  
Notary Public  
my commission expires 2/1/96.

LIBER 005 423

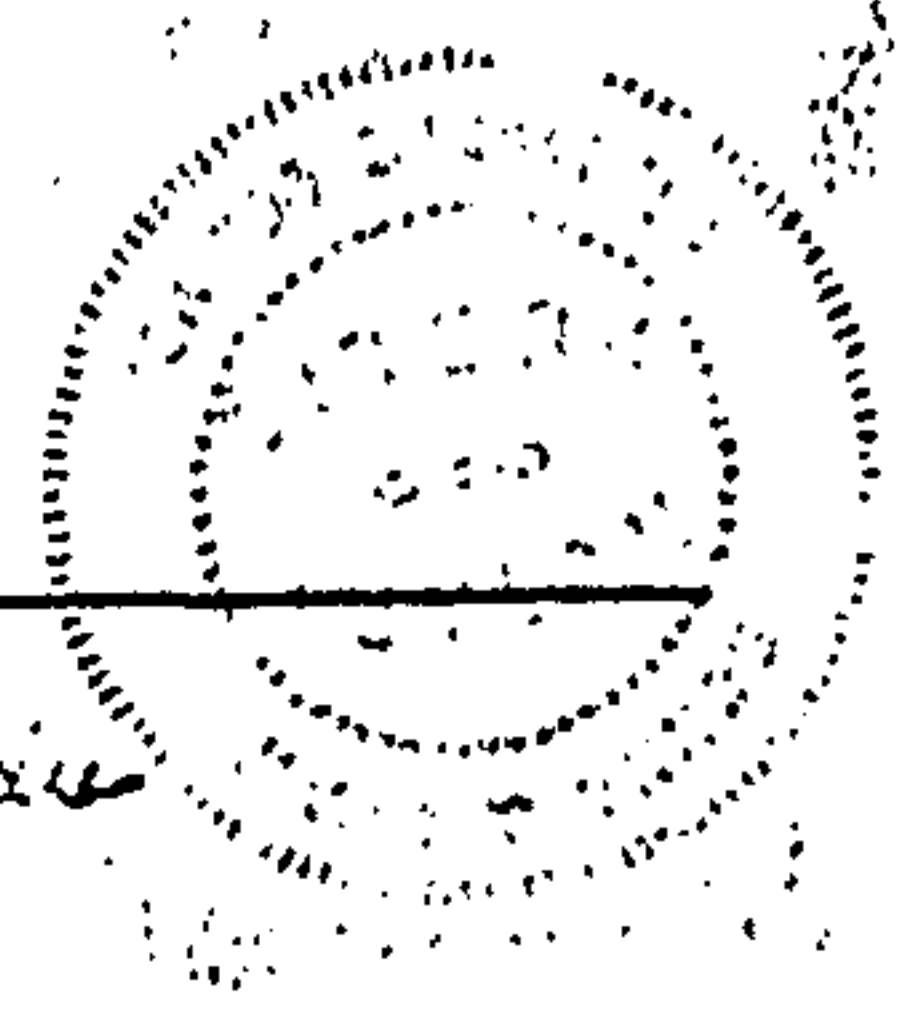
STATE OF *Maryland*, COUNTY OF *St. Mary's*, to wit:

I HEREBY CERTIFY that on this *28* day of *January*  
19*92* before me, the subscriber, a Notary Public in the county aforesaid, personally  
appeared *Donald P. Peeling* and that he/she/they acknowledged  
the foregoing Public Works Agreement to be his/her/their act.

WITNESS my hand and Notarial Seal.

*Ronna J. Shaw*

Notary Public  
*My Commission Expires*  
*1-1-95*







LCER 005 425

20' access to the same: FOR DISTRIBUTION SYSTEMS: Mains, fire hydrants, valves and valve boxes, fittings, blow offs, water house connections, water house service lines, curb stops, curb stop boxes, water meter settings and appurtenances, together with 20' permanent easements over the same for maintenance and modifications of and connection to these facilities; along with any and all other facilities or appurtenances which in any way could be construed as part of the water system.

\*\* In the event the Commission is to participate in the cost of construction, payment of the Commission's share will be made in increments consistent with the work in place.

Commission:     JPC      
(Initials)

Developer:     DPP      
(Initials)

PUBLIC WORKS AGREEMENT

**THIS AGREEMENT** by and between the ST. MARY'S COUNTY METROPOLITAN COMMISSION, hereinafter the "Commission" and Mike O'Brien and Thomas Harmon hereinafter the "Developer".

8:31AM02/20/92A MECOM \$0.00

**WHEREAS**, the Commission is responsible for all water and sewerage projects in the eighth Sanitary District, and,

**WHEREAS**, the Developer is developing certain real property within the said Sanitary District known and described as Maple Park, Phase One and,

**WHEREAS**, the Developer, whether by requirement of the County or by choice desires to construct central water and sewerage facilities, hereinafter the "facilities", to serve the aforementioned property, and,

**WHEREAS**, the Developer seeks the approval of the Commission for the construction of such facilities, and,

**WHEREAS**, the Concept Plan for the aforementioned development has been submitted to and approved by the Board of County Commissioners of St. Mary's County or their duly appointed agent.

**NOW THEREFORE**, in consideration of the premises and of the mutual covenants and agreements herein, it is agreed by the parties as follows:

**FIRST:** The Developer shall design the facilities in accordance with the St. Mary's County Standard Specifications for Water and Sewerage Construction, the Comprehensive Water and Sewerage Plans for St. Mary's County and any other rules, regulations, directives or special instructions issued by the Commission for the State and Federal Governments.

**SECOND:** The Developer shall submit a statement to be included as Exhibit A and/or B of this document, setting forth a proposed phasing for the construction of the facilities and a proposed schedule of completion for said phase or phases, said statement to be subject to the approval of the Commission. The Developer shall also submit an itemized engineer's estimate of the total cost to complete the facilities for each phase of the development as it occurs, such estimates also being subject to the approval of the Commission. The Developer shall also submit a copy of the deed proving he/she is the sole owner, or a legal opinion/certification listing all other parties with an interest in the property.

**THIRD:** On or before the signing of this Agreement by the parties, the Developer shall furnish a bond or bonds, the form of surety or sureties thereof to be as approved by the Commission. Said bond shall be payable to the Commission, its successors and assigns in a sum equal to the aforesaid engineering estimate for the cost of constructing the facilities, plus ten percent for contingencies, or the amount of the contract prices, whichever is higher, conditioned that the Developer shall well and truly perform and fulfill the

covenants, conditions, stipulations and terms of this Agreement, such bond or bonds to be and remain in force until such time as the warranty period on the completed facilities expires; it being understood that bonding may be accomplished incrementally in accordance with the phases and schedule established under paragraph SECOND above; it being further understood that alternatives to bonding, such as Irrevocable Letters of Credit or Irrevocable Commitments of Funds may be approved by the Commission.

**FOURTH:** The Developer shall pay to the Commission the following fees:

Review Fees: \$ 75.00 based upon \$ N/A per residential lot,  
or EDU and, \$ 75.00 per commercial lot or EDU payable upon  
execution of this Agreement.

Inspection Fees: \$ 1928.00 based upon 3% of the Bond or Letter of Credit  
payable upon execution of this Agreement. Said amount shall be  
placed in an account by the Commission and shall be drawn upon from  
time to time to reimburse the Commission for the direct and indirect  
cost of said inspection service, and if said cost is less than the  
inspection fee initially collected, the remaining balance shall be  
returned to the Developer or, if the final total inspection cost is more  
than the inspection fee initially collected, the Developer shall pay to  
the Commission the difference.

Connection Charges: \$ 390.00 based upon \$ 390.00 per connection  
upon execution of this Agreement or the time a connection permit is  
issued.

Debt Serve Charge: \$ 28.36 per month based upon 134  
front feet at \$ 2.54 front foot per year payment beginning  
at the time capacity allocation is made (Record Plat Approval)  
or service available, whichever occurs first.

Sewer Service Charge: \$ 9.64 per month based upon \$ 9.64  
per month per EDU beginning when service is utilized. This  
Service Charge reflects the currently approved rate and is  
subject to change.

Water Service Charge: \$ 18.25 per month based upon \$ 9.25  
per month per meter and \$ 10.00 per month per meter beginning when  
service is utilized. This Service Charge reflects the currently approved rate  
and is subject to change.

LIBER 005 ~~428~~ 428

Water Supply Fees: \$ 250.00 per EDU for developments without supply (wells) that utilize the public water system, payable upon:

1. The time the Use and Occupancy is issued or,
2. The time the Developer sells an individual lot or lots or,
3. The 365th day after the execution of this Agreement or, whichever occurs first.

Water Storage Fees: \$ 450.00 per EDU for developments without storage facilities that utilize the public water system, payable upon:

1. The time the Use and Occupancy is issued or,
2. The time the Developer sells an individual lot or lots or,
3. The 365th day after the execution of this Agreement or, whichever occurs first.

**FIFTH:** The Developer shall construct all of the facilities set forth in Exhibit A and/or B of this document, according to the schedule and in the phase or phases of construction indicated therein, and that in the case of multi-phased projects, no phase beyond the first shall be commenced, until the facilities constructed under all previous phases have been approved and accepted by the Commission.

**SIXTH:** The Developer shall construct the facilities in accordance with final plans and specifications, and any amendments thereto, submitted to and approved by the Commission. Further, no work in connection with the construction of the facilities shall be commenced prior to the time the Commission has approved said final plans and specifications and the Developer has applied for and secured from the Commission a permit authorizing such construction. Within sixty days after the construction of any phase is completed, a completed set of "As-Built" drawings shall be submitted to the Commission.

**SEVENTH:** The Developer shall make available the property being improved to any duly authorized representative of the Commission at all reasonable times for the purpose of inspecting the construction of the facilities.

**EIGHTH:** Upon completion and acceptance by the Commission of the facilities as set forth in paragraph SECOND above, the Developer, when requested to do so by the Commission, agrees to convey all of the facilities with the appropriate sites, easements, and rights-of-way to the Commission for the nominal sum of One Dollar (\$1.00) and to provide all documentation and assurances of title as are requested by the Commission in connection with said proposed conveyances.

**NINTH:** No premises within the project to be connected to the facilities shall be occupied or used for any purpose whether or not sold by the Developer to others, unless and until such time as the facilities have been completed in accordance with the aforesaid plans, specifications and schedule and have been inspected, approved and accepted by the Commission and the Developer so notified in writing by the Commission.

TENTH: In the event of a dispute between the parties as to the subject matter of this Agreement, the dispute can be submitted to arbitration if the parties hereto mutually agree, or in a court of competent jurisdiction within the State of Maryland and St. Mary's County.

ELEVENTH: This Agreement shall be binding on and insure to the benefit of the heirs, successors, personal representatives and assigns of the parties hereto.

TWELFTH: The Developer shall warrantee all mechanical, electrical and control facilities for a period of twelve months and all earthwork for a period of eighteen months after they have been conveyed to the Commission. Failure of any of the facilities to perform properly or meet the conditions of paragraph FIRST shall be corrected as soon as possible after notification by the Commission. Failure of facilities to perform due to neglect or misuse by the Commission will void appropriate portion of the warranties. The warranties shall cover the cost of labor, equipment, and materials needed to correct any problems with said facilities.

WITNESS the hands and seals of the parties hereto, this day of

ATTEST:

[Signature]  
Secretary

ST. MARY'S COUNTY METROPOLITAN COMMISSION

By [Signature]  
Chairman

ATTEST:

[Signature]

DEVELOPER / PROPERTY OWNERS

By [Signature]  
By [Signature]

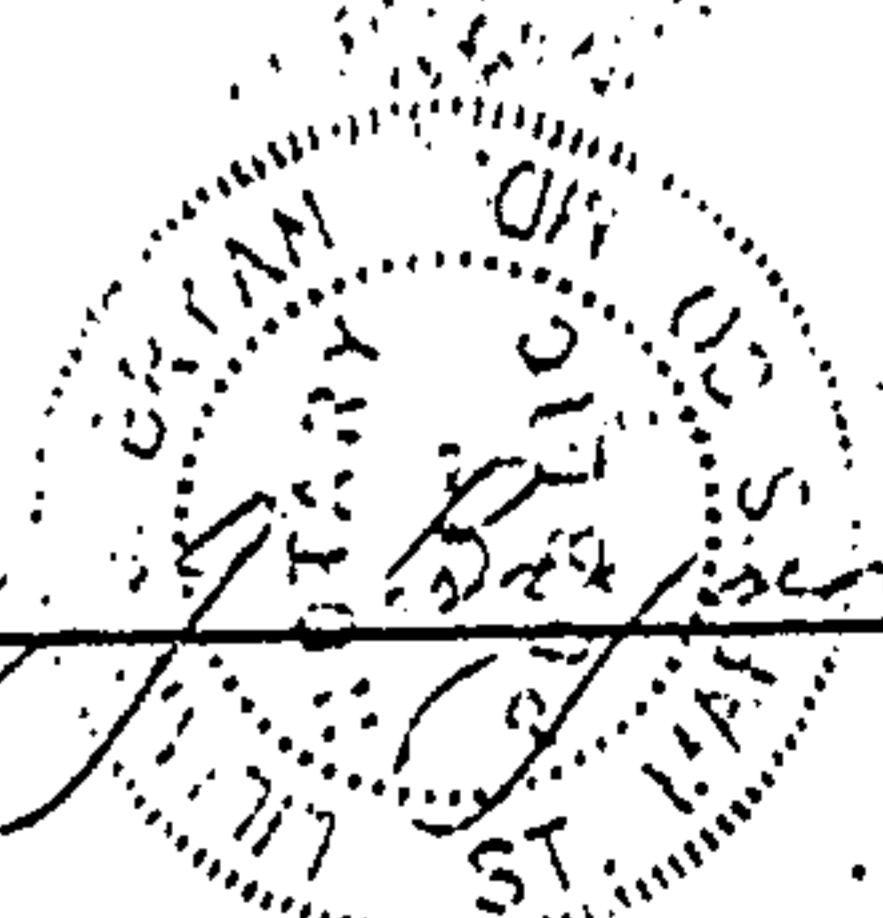
By \_\_\_\_\_  
Mortgagor

STATE OF MARYLAND, COUNTY OF ST. MARY'S, to wit:

I HEREBY CERTIFY that on this 6th day of February, 1997, before me, a Notary Public in and for the County of St. Mary's aforesaid personally appeared Francis P. Egan, Chairman of the St. Mary's County Metropolitan Commission, and on behalf of said Commission did acknowledge the foregoing instrument to be the act and deed of the St. Mary's County Metropolitan Commission.

WITNESS my hand and Notarial Seal.

[Signature]  
Notary Public



My commission expires 2/1/96.

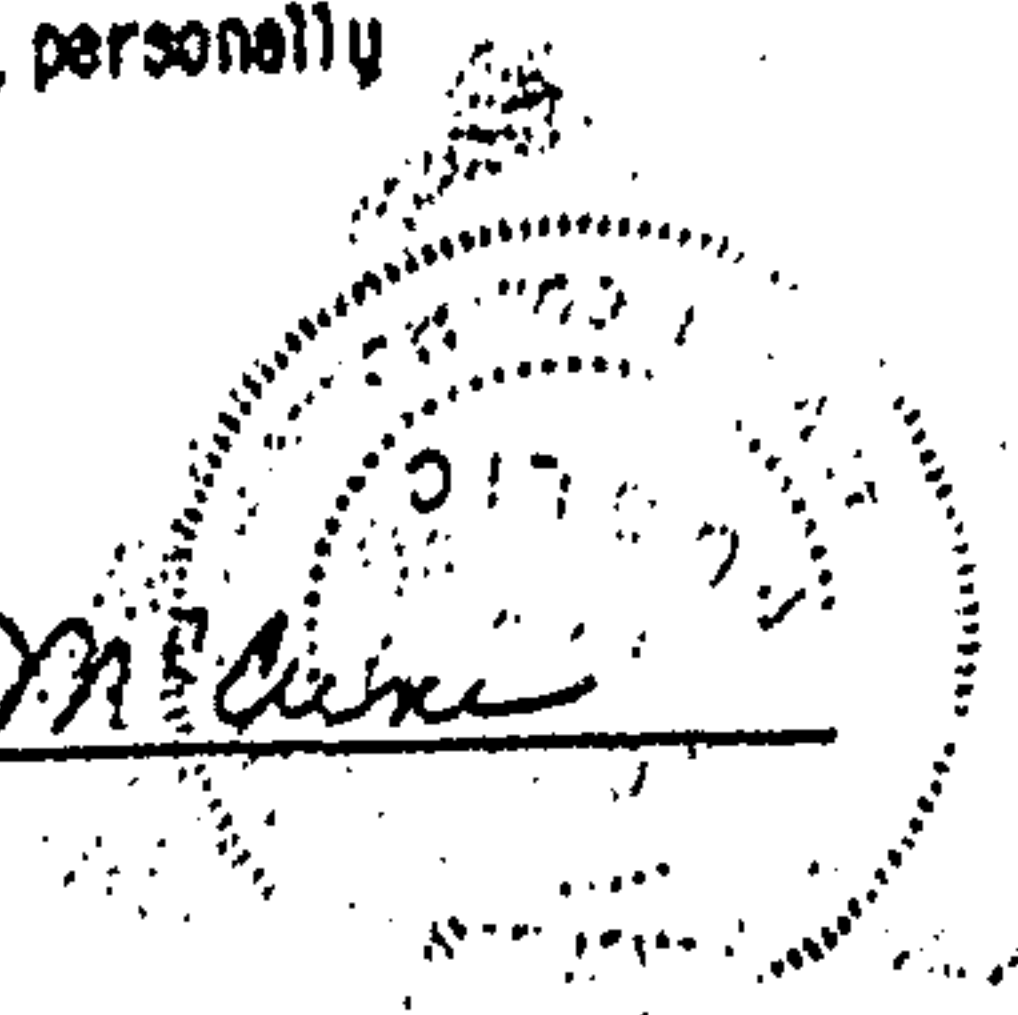
LCER 005 =430

STATE OF Maryland, COUNTY OF St. Mary's, to wit:

I HEREBY CERTIFY that on this 30th day of January  
19 92 before me, the subscriber, a Notary Public in the county aforesaid, personally  
appeared Mike O'Brien & Thomas and that he/she/they acknowledged  
the foregoing Public Works Agreement to be his/her/their act.  
Harmon

WITNESS my hand and Notarial Seal.

*Carolyn S. McQueen*  
Notary Public



LIBER 005 431

EXHIBIT A

STATEMENT OF  
PROPOSED WATER FACILITIES  
AND PHASING

PROJECT NAME: Maple Park, Phase One  
DEVELOPER: Mike O'Brien and Thomas Harmon

TOTAL # OF PHASES: One

PHASE 1

PLAT REF: Maple Park, Phase One # EDU's TO BE SERVED: 1  
PROJECTED CONSTRUCTION START DATE: 1/25/92  
PROJECTED CONSTRUCTION COMPLETION DATE: 6/25/92  
FACILITIES TO BE CONSTRUCTED\*: On site water distribution system.

COMMISSION PARTICIPATION: None

PHASE 2

PLAT REF: # LOTS TO BE SERVED:  
PROJECTED CONSTRUCTION START DATE:  
PROJECTED CONSTRUCTION COMPLETION DATE:  
FACILITIES TO BE CONSTRUCTED\*:

COMMISSION PARTICIPATION:

PHASE 3

PLAT REF: # LOTS TO BE SERVED:  
PROJECTED CONSTRUCTION START DATE:  
PROJECTED CONSTRUCTION COMPLETION DATE:  
FACILITIES TO BE CONSTRUCTED\*:

COMMISSION PARTICIPATION:

(INDICATE ADDITIONAL PHASES ON SEPARATE SHEETS AS NECESSARY.)

\*The facilities listed also include FOR WATER PUMPING STATIONS: Wells, pumps, controls, generators, chlorinators, compressors, meters, valves, interior and exterior piping and appurtenances, together with all sites on which they are situate and 20' access to the same; FOR WATER STORAGE TANKS: Elevated storage tanks, standpipes, ground storage tanks, hydroneumatic tanks and surge tanks as required by the Commission, together with all sites on which they are situate and

LIBER 005 132

20' access to the same: FOR DISTRIBUTION SYSTEMS: Mains, fire hydrants, valves and valve boxes, fittings, blow offs, water house connections, water house service lines, curb stops, curb stop boxes, water meter settings and appurtenances, together with 20' permanent easements over the same for maintenance and modifications of and connection to these facilities; along with any and all other facilities or appurtenances which in any way could be construed as part of the water system.

\*\* In the event the Commission is to participate in the cost of construction, payment of the Commission's share will be made in increments consistent with the work in place.

Commission:

APC

(Initials)

Developer:

JH MD

(Initials)



LIBER 005 -433

EXHIBIT B  
STATEMENT OF  
PROPOSED SEWERAGE FACILITIES  
AND PHASING

PROJECT NAME: Maple Park, Phase One      TOTAL # OF PHASES: One  
DEVELOPER: Mike O'Brien and Thomas Harmon.

PHASE 1

PLAT REF: Maple Park, Phase One      # LOTS TO BE SERVED: 1

PROJECTED CONSTRUCTION START DATE: 1/25/92

PROJECTED CONSTRUCTION COMPLETION DATE: 6/25/92

FACILITIES TO BE CONSTRUCTED\*: On-site sewer collection system and temporary 2" force main. Temporary force main to be abandoned and building to hook up to Maple Park's permanent sewer collection system upon completion and acceptance by Metcom.

COMMISSION PARTICIPATION: None

PHASE 2

PLAT REF:      # LOTS TO BE SERVED:

PROJECTED CONSTRUCTION START DATE:

PROJECTED CONSTRUCTION COMPLETION DATE:

FACILITIES TO BE CONSTRUCTED\*:

COMMISSION PARTICIPATION:

PHASE 3

PLAT REF:      # LOTS TO BE SERVED:

PROJECTED CONSTRUCTION START DATE:

PROJECTED CONSTRUCTION COMPLETION DATE:

FACILITIES TO BE CONSTRUCTED\*:

COMMISSION PARTICIPATION:

(INDICATE ADDITIONAL PHASES ON SEPARATE SHEETS AS NECESSARY.)

\* The facilities also include for WASTEWATER PUMPING STATIONS: pumps, wet wells, generators, compressors, meters, valves, interior and exterior piping and appurtenances, together with all sites on which they are situated and 20' access to the same. FOR WASTEWATER TREATMENT PLANTS: Storage lagoons, physical plants influent and effluent lines, lift stations, generators, together with all sites on which they are situated and 20' access to the same; FOR COLLECTION SYSTEMS: Collector and lateral sewers, interceptor sewers, force mains, sewer house

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service lines, air release valves, house connections, together with 20' permanent easements over the same for maintenance and modification of connection to these facilities; along with any and all other facilities or appurtenances which in any way could be construed as part of the sewerage system.

\*\* In the event the Commission is to participate in the cost of construction, payment of the Commission's share will be made in increments consistent with the work in place.

Commission: APC  
(Initials)

Developer: JH [Signature]  
(Initials)

*Old Liz Herman*

FEB 24 1992

EVELYN W. ARNOLD, CLERK

LIBER 005 435

DGS File No. 3048

THIS DEED OF RIGHT-OF-WAY EASEMENT, made this 10th day of March, 1992 by and between the STATE OF MARYLAND, to the use of the MILITARY DEPARTMENT, hereinafter called "GRANTOR"; and ST. MARY'S COUNTY METROPOLITAN COMMISSION, a body Corporate and politic, hereinafter called "GRANTEE".

12:56PM04/06/92E HECCM \$0.00

WITNESSETH THAT:

WHEREAS, Grantor is the owner of a parcel of land located in the Third (3rd) Election District of St. Mary's County, in the town of Leonardtown, on the East side of Maryland Route 245, and being the property conveyed by Mt. St. Joseph's College of Baltimore County, Inc., to the State of Maryland to the use of the Military Department, by deed dated April 3, 1948 and recorded among the Land Records of St. Mary's County in Liber C.B.G. No. 24 at folio 221.

NOW, THEREFORE, in consideration of the sum of ONE DOLLAR (\$1.00) and other good and valuable consideration, the said Grantor does hereby grant and convey to the Grantee, its successors and assigns, a right-of-way easement to lay, construct and maintain sewers, drains, water pipes and other municipal utilities and services in, on, through and across the property of the undersigned within that certain twenty (20) foot wide easement shown as that shaded area indicated on the plat identified as Drawing No. 2, Contract No. 3-4-S and entitled "St. Mary's County Metropolitan Commission, Tin Top Hills Sewerage Project, St. of Md. Military Dept.", attached hereto and by this reference specifically made a part hereof.

TOGETHER WITH the right of ingress and egress to said strip or parcel of land at all times during construction for the safe and proper operation and maintenance thereof.

After construction and/or during any future maintenance, the Grantee, its successors, assigns and licensees, agrees to leave the easement area in a safe condition, restore all disturbed areas to existing grade and in a condition equal to or better than the original condition.

Grantee further agrees not to hinder ingress/egress to or from the Maryland State Police Barrack during any construction and/or maintenance.

LIBER 005 436

The Grantee, on behalf of itself, its associated and allied companies, their respective successors, assigns, and licensees, agrees to indemnify, protect and hold harmless the State of Maryland, its successors and assigns, from and against any and all costs, liability, suits and expenses in respect of any and all loss of life, property, injury or damages to persons or property of any person, firm or corporation (including the parties hereto, their respective officers, agents, contractors, employees and licensees) and from and against any and all claims, demands and actions in respect to such loss, injury or damages caused by or growing out of this Deed of Easement, provided said costs, liability, suits, expenses, claims, demands and/or actions were caused by the negligence of the Grantee, its successors, assigns, officers, agents, employees, contractors and licensees.

The Grantor further agrees to:

1. Repair or pay for all damage to crops, lawns, fields, fences, driveways and walkways arising from construction and/or maintenance of the aforesaid system.

The Grantor reserves for itself, its successors and assigns, the right to use the aforesaid Right-of-Way Easement for any purpose not inconsistent with the enjoyment of the rights herein granted to the Grantee. Grantor agrees that no buildings or similar structures of any kind shall be erected in, or over the said easement; nor shall existing grade be changed without prior approval of the St. Mary's Metropolitan Commission.

The granting of this easement does not convey any interest in and to any mineral rights.

IN WITNESS WHEREOF, the undersigned have set their hands and seals, this 10th day of March, 1992.

WITNESS:

Raymond B. Wright

STATE OF MARYLAND to the use of the  
MILITARY DEPARTMENT

BY: James F. Fretterd (SEAL)  
JAMES F. FRETTERD, Adjutant General

WITNESS:

Sharon S. King

ST. MARY'S COUNTY METROPOLITAN  
COMMISSION

BY: Sharon S. King (SEAL)

ATTEST:

BOARD OF PUBLIC WORKS OF THE STATE OF MARYLAND

BY: [Signature] (SEAL)  
WILLIAM DONALD SCHAEFER, Governor

BY: [Signature] (SEAL)  
LOUIS L. GOLDSTEIN, Comptroller

BY: [Signature] (SEAL)  
LUCILLE MAURER, Treasurer

[Signature]  
Sandra K. Reynold  
Executive Secretary

Approved as to Legal Form  
and Sufficiency this 10th  
day of OCTOBER, 1991.

[Signature]  
HOWARD

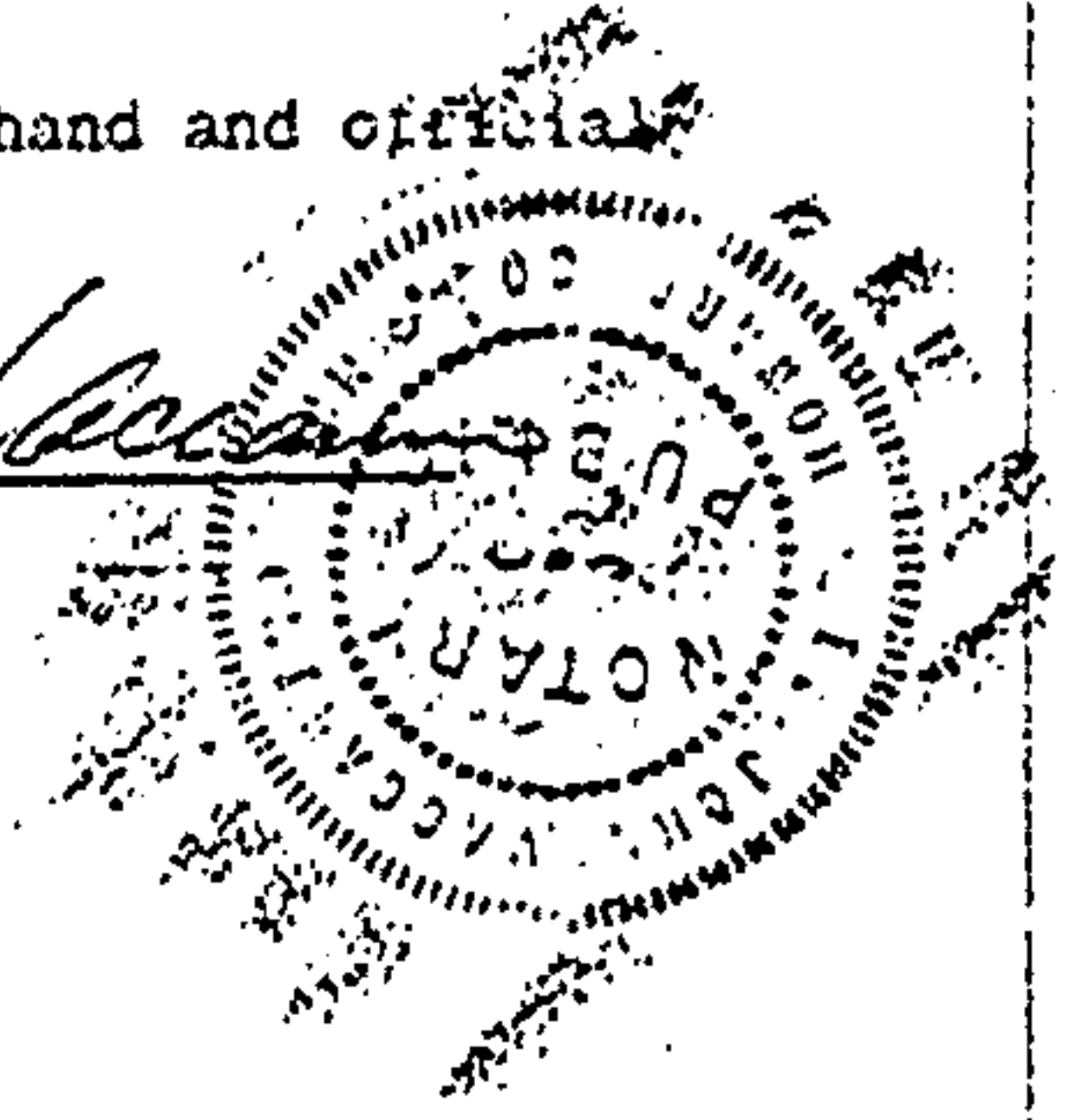
STATE OF MARYLAND, COUNTY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY THAT ON THIS THE 10th day of December, 1991 before me, the undersigned officer, personally appeared JAMES F. FRETTERD, Adjutant General, of the Military Department of State of Maryland, known to me (or satisfactorily proven) to be the person who signed the foregoing instrument, and acknowledged that he executed the same in the capacity therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

[Signature]  
Notary Public

My Commission Expires: April 1, 1995



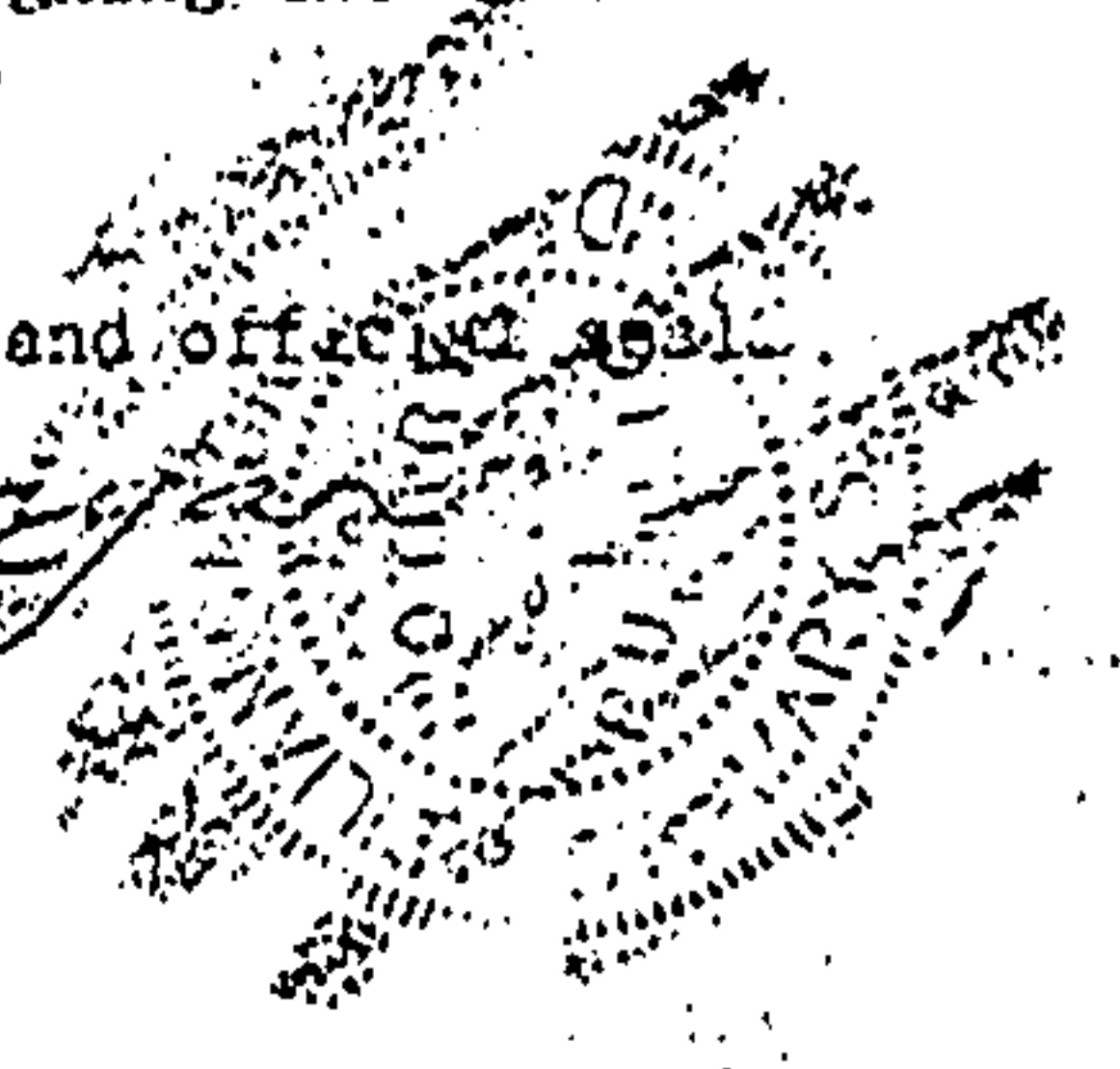
STATE OF MARYLAND, COUNTY OF ST. MARY, TO WIT:

I HEREBY CERTIFY, that on this 19th day of November, 1991 before me, the subscriber, a Notary Public, in and for the State and County aforesaid, personally appeared Harry K. Peth, who acknowledged himself to be the President of the St. Mary's County Metropolitan Commission and that he as such President being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of St. Mary's County, Metropolitan Commission by himself as President.

IN WITNESS whereof I hereunto set my hand and official seal.

[Signature]  
Notary Public

My Commission Expires: 2/1/92



LBEP 005 438

STATE OF MARYLAND, COUNTY OF ANNE ARUNDEL, TO WIT:

I HEREBY CERTIFY that, on this 10<sup>th</sup> day of March, 1992  
before me, the subscriber, a Notary Public of the State and County  
aforesaid, personally appeared WILLIAM DONALD SCHAEFER, Governor, LOUIS L.  
GOLDSTEIN, Comptroller and LUCILLE MAUREK, Treasurer of the State of  
Maryland, known to me (or satisfactorily proven) to be the persons whose  
names are subscribed to the within Deed, who signed the same in my  
presence, and acknowledged that they executed the same for the purposes  
therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal

Marian J. Bocheit  
Notary Public

My Commission Expires: 11-1-95

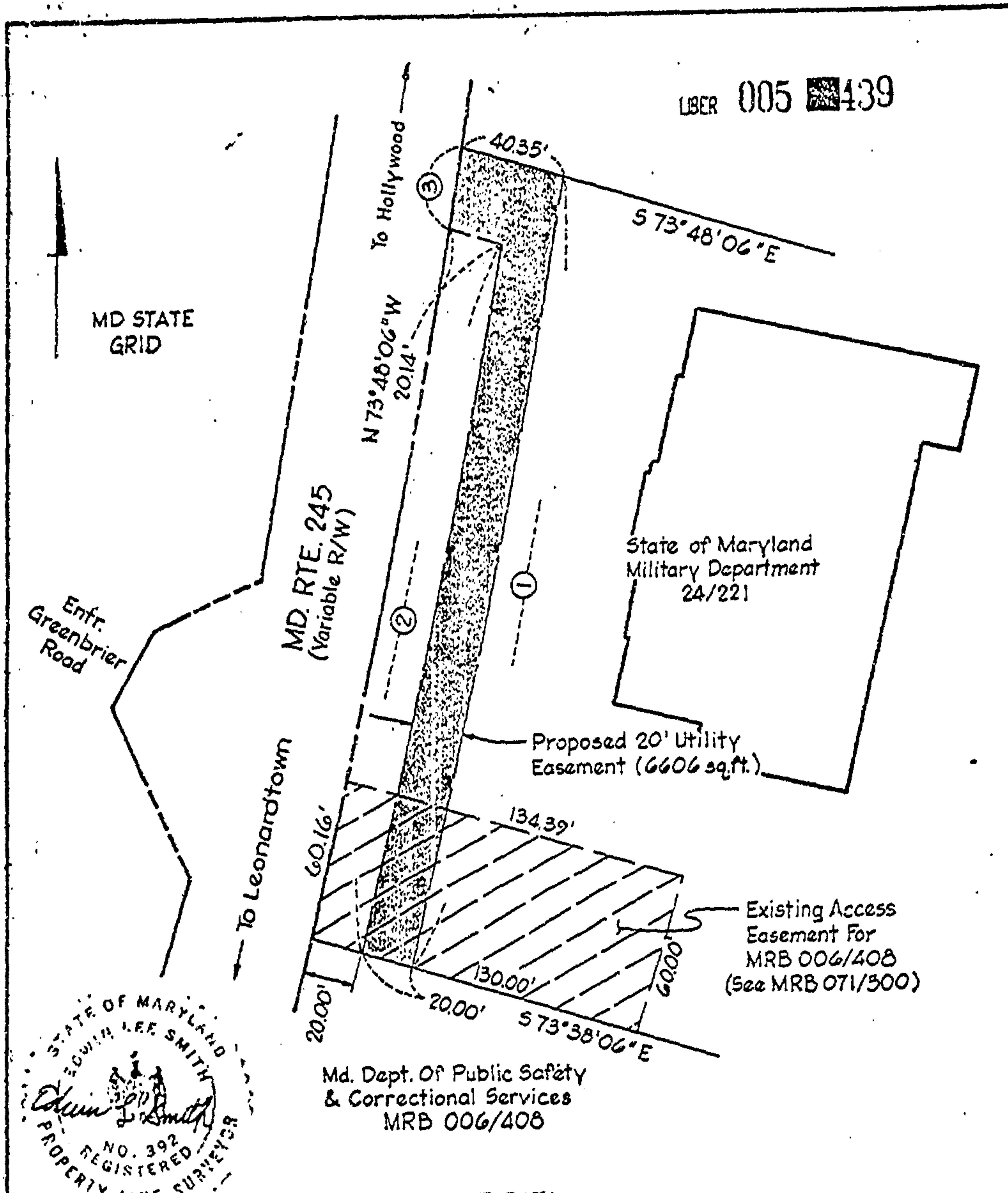


THIS IS TO CERTIFY that the within instrument was prepared by or under the  
supervision of the undersigned Maryland attorney or by a party to this  
instrument.

William H. Davidson, Jr.  
William H. Davidson, Jr.  
Attorney-At-Law

A:LECH-20E.VSD

LIBER 005 439



Md. Dept. Of Public Safety & Correctional Services  
MRB 006/408

CURVE DATA

① R = 2356.83'	② R = 2356.83'	③ R = 2316.85'
Δ = 7°17'43"	Δ = 6°36'57"	Δ = 0°44'51"
Arc = 300.09'	Arc = 269.82'	Arc = 30.23'
Ch = 299.89'	Ch = 269.67'	Ch = 30.23'
Brg = S12°24'08"W	Brg = N12°44'21"E	Brg = N8°59'56"E

THIS PLAT IS COMPILED FROM DEEDS AND SURVEYS. THE COURSES AND DISTANCES SHOWN ON PROPERTIES ADJOINING THE PROPOSED RIGHT OF WAY ARE THOSE CONTAINED IN THE DEED REFERRED TO BY USER AND FOLIO NUMBER AND DO NOT NECESSARILY REFER TO THE MERIDIAN SHOWN HEREON NOR DO THEY IMPLY A CURRENT SURVEY OF SAID PROPERTIES UNLESS SO NOTED.

**BEAVIN COMPANY**  
Engineers - Surveyors  
BALTIMORE, MARYLAND

DRAWN BY <u>DAW</u> TRACED BY <u>DAW</u> CHECKED BY <u>ELS</u> DRAWING NO. <u>2</u>	ST. MARY'S COUNTY METROPOLITAN COMMISSION	SCALE 1" = 50' DATE _____	REVISIONS DATE BY
	TIN TOP HILLS SEWERAGE PROJECT	CONTRACT NO. <u>3-4-5</u>	
	ST. OF MD. MILITARY DEPT. STATE OF MARYLAND	APPROVED <u>[Signature]</u> DIRECTOR	

N.E. BALTIMORE 18 7155 ALBANENE 6039

*Del. Liz Thomas*

APR 13 1992

EVELYN W. ARNOLD, CLERK

LIBER 005 440

151,755.90

PUBLIC WORKS AGREEMENT

THIS AGREEMENT by and between the ST. MARY'S COUNTY PETROLEUM COMMISSION, hereinafter the "Commission" and Mayjack, Inc. hereinafter the "Developer".

WHEREAS, the Commission is responsible for all water and sewerage projects in the eighth Sanitary District, and,

WHEREAS, the Developer is developing certain real property within the said Sanitary District known and described as Hickory Hills Subdivision and,

WHEREAS, the Developer, whether by requirement of the County or by choice desires to construct central off-site sewer and water facilities, hereinafter the "facilities", to serve the aforementioned property, and,

WHEREAS, the Developer seeks the approval of the Commission for the construction of such facilities, and,

WHEREAS, the Concept Plan for the aforementioned development has been submitted to and approved by the Board of County Commissioners of St. Mary's County or their duly appointed agent.

NOW THEREFORE, in consideration of the premises and of the mutual covenants and agreements herein, it is agreed by the parties as follows:

**FIRST:** The Developer shall design the facilities in accordance with the St. Mary's County Standard Specifications for Water and Sewerage Construction, the Comprehensive Water and Sewerage Plans for St. Mary's County and any other rules, regulations, directives or special instructions issued by the Commission for the State and Federal Governments.

**SECOND:** The Developer shall submit a statement to be included as Exhibit A and/or B of this document, setting forth a proposed phasing for the construction of the facilities and a proposed schedule of completion for said phase or phases, said statement to be subject to the approval of the Commission. The Developer shall also submit an itemized engineer's estimate of the total cost to complete the facilities for each phase of the development as it occurs, such estimates also being subject to the approval of the Commission. The Developer shall also submit a copy of the deed proving he/she is the sole owner, or a legal opinion/certification listing all other parties with an interest in the property.

**THIRD:** On or before the signing of this Agreement by the parties, the Developer shall furnish a bond or bonds, the form of surety or sureties thereof to be as approved by the Commission. Said bond shall be payable to the Commission, its successors and assigns in a sum equal to the aforesaid engineering estimate for the cost of constructing the facilities, plus ten percent for contingencies, or the amount of the contract prices, whichever is higher, conditioned that the Developer shall well and truly perform and fulfill the



covenants, conditions, stipulations and terms of this Agreement, such bond or bonds to be and remain in force until such time as the warrantee period on the completed facilities expires; it being understood that bonding may be accomplished incrementally in accordance with the phases and schedule established under paragraph SECOND above; it being further understood that alternatives to bonding, such as irrevocable Letters of Credit or Irrevocable Commitments of Funds may be approved by the Commission.

**FOURTH:** The Developer shall pay to the Commission the following fees:

Review Fees: \$ 0.00 based upon \$ N/A per residential lot,  
 of EDU and, \$ N/A per commercial lot or EDU payable upon  
 execution of this Agreement.

Inspection Fees: N/A The cost for inspection is incurred in the estimated cost of  
 the Elevated Storage Tank.

Connection Charges: \$ 0.00 based upon \$ 0.00 per connection  
 upon execution of this Agreement or the time a connection permit is  
 issued.

Debt Serve Charge: \$ 0.00 per month based upon N/A  
 front feet at \$ N/A front foot per year payment beginning  
 at the time capacity allocation is made (Record Plat Approval)  
 or service available, whichever occurs first.

Service Charge: \$ 0.00 per month based upon \$ 0.00  
 per month per EDU beginning when service is utilized. This  
 Service Charge reflects the currently approved rate and is  
 subject to change.

LBCE 005 442

Water Supply Fees: \$ N/A per EDU for developments without supply (wells) that utilize the public water system, payable upon issuance of a connection permit or within 12 months thereafter, whichever occurs first.

Water Storage Fees: \$ N/A (see note) per EDU for developments without storage facilities that utilize the public water system, payable upon issuance of a connection permit or within 12 months thereafter, whichever occurs first.

**FIFTH:** The Developer shall construct all of the facilities set forth in Exhibit A and/or B of this document, according to the schedule and in the phase or phases of construction indicated therein, and that in the case of multi-phased projects, no phase beyond the first shall be commenced, until the facilities constructed under all previous phases have been approved and accepted by the Commission.

**SIXTH:** The Developer shall construct the facilities in accordance with final plans and specifications, and any amendments thereto, submitted to and approved by the Commission. Further, no work in connection with the construction of the facilities shall be commenced prior to the time the Commission has approved said final plans and specifications and the Developer has applied for and secured from the Commission a permit authorizing such construction. Within sixty days after the construction of any phase is completed, a completed set of "As-Built" drawings shall be submitted to the Commission.

**SEVENTH:** The Developer shall make available the property being improved to any duly authorized representative of the Commission at all reasonable times for the purpose of inspecting the construction of the facilities.

**EIGHTH:** Upon completion and acceptance by the Commission of the facilities as set forth in paragraph SECOND above, the Developer, when requested to do so by the Commission, agrees to convey all of the facilities with the appropriate sites, easements, and rights-of-way to the Commission for the nominal sum of One Dollar (\$1.00) and to provide all documentation and assurances of title as are requested by the Commission in connection with said proposed conveyances.

**NINTH:** No premises within the project to be connected to the facilities shall be occupied or used for any purpose whether or not sold by the Developer to others, unless and until such time as the facilities have been completed in accordance with the aforesaid plans, specifications and schedule and have been inspected, approved and accepted by the Commission and the Developer so notified in writing by the Commission.

Note: Water Storage Fees for Hickory Hills PDR units beyond the first phase of 120 EDU's but no more than 600 EDU's are waived based upon completion of the storage facilities provided for in this agreement.

**TENTH:** In the event of a dispute between the parties as to the subject matter of this Agreement, the dispute can be submitted to arbitration if the parties hereto mutually agree, or in a court of competent jurisdiction within the State of Maryland and St. Mary's County.

**ELEVENTH:** This Agreement shall be binding on and insure to the benefit of the heirs, successors, personal representatives and assigns of the parties hereto.

**TWELFTH:** The Developer shall warrantee all mechanical, electrical and control facilities for a period of twelve months and all earthwork for a period of eighteen months after they have been conveyed to the Commission. Failure of any of the facilities to perform properly or meet the conditions of paragraph FIRST shall be corrected as soon as possible after notification by the Commission. Failure of facilities to perform due to neglect or misuse by the Commission will void appropriate portion of the warranties. The warranties shall cover the cost of labor, equipment, and materials needed to correct any problems with said facilities.

WITNESS the hands and seals of the parties hereto, this day of

ATTEST:

*[Signature]*  
Secretary

ST. MARY'S COUNTY METROPOLITAN COMMISSION

By *[Signature]*  
Chairman

ATTEST:

*[Signature]*

MAYJACK, INC.  
DEVELOPER / PROPERTY OWNERS

By *[Signature]*  
John T. Daugherty

By \_\_\_\_\_

By \_\_\_\_\_  
Mortgagor

LIBER 005 444

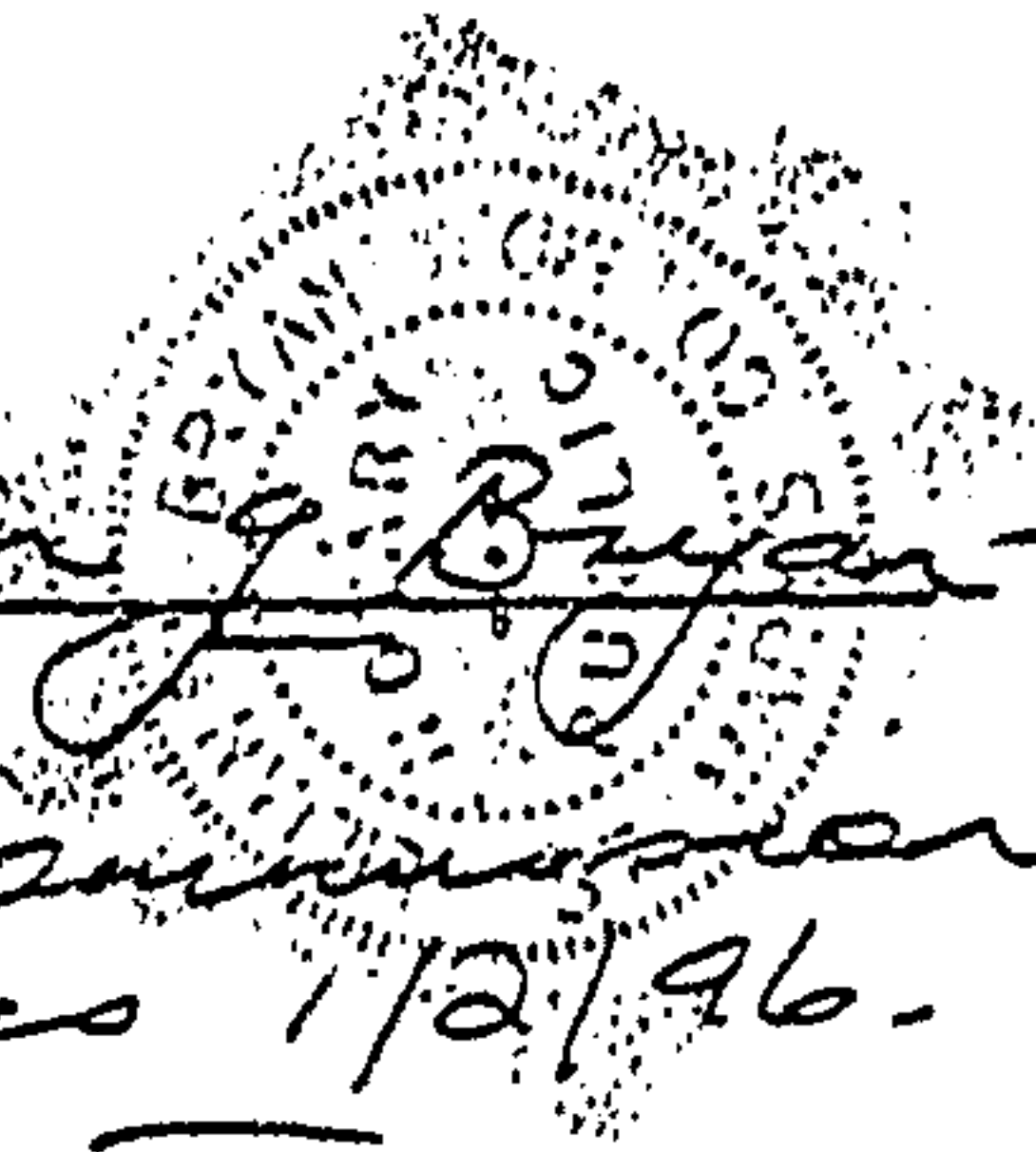
STATE OF MARYLAND, COUNTY OF ST. MARY'S, to wit:

I HEREBY CERTIFY that on this 10th day of March, 1992, before me, a Notary Public in and for the County of St. Mary's aforesaid personally appeared Francis P. Eagan, Chairman of the St. Mary's County Metropolitan Commission, and on behalf of said Commission did acknowledge the foregoing instrument to be the act and deed of the St. Mary's County Metropolitan Commission.

WITNESS my hand and Notarial Seal.

Lillian J. Bryan  
Notary Public

my commission expires 1/2/96.



STATE OF Maryland, COUNTY OF St. Mary's, to wit:

I HEREBY CERTIFY that on this 15th day of January 1992 before me, the subscriber, a Notary Public in the county aforesaid, personally appeared John T. Dougherty and that he/she/they acknowledged the foregoing Public Works Agreement to be his/her/their act.

WITNESS my hand and Notarial Seal.

Ann L. DeBry  
Notary Public 10-25-91



USER 005 445

EXHIBIT A

STATEMENT OF  
PROPOSED WATER FACILITIES  
AND PHASING

PROJECT NAME: Hickory Hills Subdivision      TOTAL # OF PHASES: unknown  
DEVELOPER: Mayjack, Inc.

PHASE 1

PLAT REF: Hickory Hills Subdivision      # EDU's TO BE SERVED: 600 EDU's  
PROJECTED CONSTRUCTION START DATE: 7/01/91  
PROJECTED CONSTRUCTION COMPLETION DATE: 2/01/92  
FACILITIES TO BE CONSTRUCTED\*: 500,000 gallon elevated storage tank plus appurtances and  
12" diameter water line

COMMISSION PARTICIPATION: Commission to pay 100% of cost of elevated water storage tank up to  
\$429,963.00

PHASE 2

PLAT REF:      # LOTS TO BE SERVED:  
PROJECTED CONSTRUCTION START DATE:  
PROJECTED CONSTRUCTION COMPLETION DATE:  
FACILITIES TO BE CONSTRUCTED\*:

COMMISSION PARTICIPATION:

PHASE 3

PLAT REF:      # LOTS TO BE SERVED:  
PROJECTED CONSTRUCTION START DATE:  
PROJECTED CONSTRUCTION COMPLETION DATE:  
FACILITIES TO BE CONSTRUCTED\*:

COMMISSION PARTICIPATION:

(INDICATE ADDITIONAL PHASES ON SEPARATE SHEETS AS NECESSARY.)

\*The facilities listed also include FOR WATER PUMPING STATIONS: Wells, pumps, controls, generators, chlorinators, compressors, meters, valves, interior and exterior piping and appurtences, together with all sites on which they are situate and 20' access to the same; FOR WATER STORAGE TANKS: Elevated storage tanks, standpipes, ground storage tanks, hydroneumatic tanks and surge tanks as required by the Commission, together with all sites on which they are situate and

UBER 005 446

20' access to the same: FOR DISTRIBUTION SYSTEMS: Mains, fire hydrants, valves and valve boxes, fittings, blow offs, water house connections, water house service lines, curb stops, curb stop boxes, water meter settings and appurtenances, together with 20' permanent easements over the same for maintenance and modifications of and connection to these facilities; along with any and all other facilities or appurtenances which in any way could be construed as part of the water system.

\*\* in the event the Commission is to participate in the cost of construction, payment of the Commission's share will be made in increments consistent with the work in place.

Commission:

ape

(Initials)

Developer:

JD

(Initials)

LIBER 005 447

EXHIBIT B

STATEMENT OF  
PROPOSED SEWERAGE FACILITIES  
AND PHASING

PROJECT NAME: Hickory Hills Subdivision  
DEVELOPER: Masjock, Inc.

TOTAL # OF PHASES: unknown

PHASE 1

PLAT REF: Hickory Hills Subdivision

\* LOTS TO BE SERVED: 600 EDU's

PROJECTED CONSTRUCTION START DATE: 7/01/91

PROJECTED CONSTRUCTION COMPLETION DATE: 2/01/92

FACILITIES TO BE CONSTRUCTED\*: 1425 LF of 8" Force Main

COMMISSION PARTICIPATION: None

PHASE 2

PLAT REF:

\* LOTS TO BE SERVED:

PROJECTED CONSTRUCTION START DATE:

PROJECTED CONSTRUCTION COMPLETION DATE:

FACILITIES TO BE CONSTRUCTED\*:

COMMISSION PARTICIPATION:

PHASE 3

PLAT REF:

\* LOTS TO BE SERVED:

PROJECTED CONSTRUCTION START DATE:

PROJECTED CONSTRUCTION COMPLETION DATE:

FACILITIES TO BE CONSTRUCTED\*:

COMMISSION PARTICIPATION:

(INDICATE ADDITIONAL PHASES ON SEPARATE SHEETS AS NECESSARY.)

\* The facilities also include for WASTEWATER PUMPING STATIONS: pumps, wet wells, generators, compressors, meters, valves, interior and exterior piping and appurtenances, together with all sites on which they are situated and 20' access to the same. FOR WASTEWATER TREATMENT PLANTS: Storage lagoons, physical plants influent and effluent lines, lift stations, generators, together with all sites on which they are situated and 20' access to the same; FOR COLLECTION SYSTEMS: Collector and lateral sewers, interceptor sewers, force mains, sewer house

LIBER 005 448

service lines, air release valves, house connections, together with 20' permanent easements over the same for maintenance and modification of connection to these facilities; along with any and all other facilities or appurtenances which in any way could be construed as part of the sewerage system.

\*\* In the event the Commission is to participate in the cost of construction, payment of the Commission's share will be made in increments consistent with the work in place.

Commission:           *APC*            
(Initials)

Developer:           *AS*            
(Initials)

*Del. L. Sherman*

APR 13 1992

EVELYN W. ARNOLD, CLERK



LIBER 005 449

PUBLIC WORKS AGREEMENT

12:56PM 04/06/92E REC'D \$0.00

**THIS AGREEMENT** by and between the ST. MARY'S COUNTY METROPOLITAN COMMISSION, hereinafter the "Commission" and Summitt Hill Inc hereinafter the "Developer".

**WHEREAS**, the Commission is responsible for all water and sewerage projects in the tenth Sanitary District, and,

**WHEREAS**, the Developer is developing certain real property within the said Sanitary District known and described as Summitt Hill, Section 2 and,

**WHEREAS**, the Developer, whether by requirement of the County or by choice desires to construct central water facilities, hereinafter the "facilities", to serve the aforementioned property, and,

**WHEREAS**, the Developer seeks the approval of the Commission for the construction of such facilities, and,

**WHEREAS**, the Concept Plan for the aforementioned development has been submitted to and approved by the Board of County Commissioners of St. Mary's County or their duly appointed agent.

**NOW THEREFORE**, in consideration of the premises and of the mutual covenants and agreements herein, it is agreed by the parties as follows:

**FIRST:** The Developer shall design the facilities in accordance with the St. Mary's County Standard Specifications for Water and Sewerage Construction, the Comprehensive Water and Sewerage Plans for St. Mary's County and any other rules, regulations, directives or special instructions issued by the Commission for the State and Federal Governments.

**SECOND:** The Developer shall submit a statement to be included as Exhibit A and/or B of this document, setting forth a proposed phasing for the construction of the facilities and a proposed schedule of completion for said phase or phases, said statement to be subject to the approval of the Commission. The Developer shall also submit an itemized engineer's estimate of the total cost to complete the facilities for each phase of the development as it occurs, such estimates also being subject to the approval of the Commission. The Developer shall also submit a copy of the deed proving he/she is the sole owner, or a legal opinion/certification listing all other parties with an interest in the property.

**THIRD:** On or before the signing of this Agreement by the parties, the Developer shall furnish a bond or bonds, the form of surety or sureties thereof to be as approved by the Commission. Said bond shall be payable to the Commission, its successors and assigns in a sum equal to the aforesaid engineering estimate for the cost of constructing the facilities, plus ten percent for contingencies, or the amount of the contract prices, whichever is higher, conditioned that the Developer shall well and truly perform and fulfill the

covenants, conditions, stipulations and terms of this Agreement, such bond or bonds to be and remain in force until such time as the warranty period on the completed facilities expires; it being understood that bonding may be accomplished incrementally in accordance with the phases and schedule established under paragraph SECOND above; it being further understood that alternatives to bonding, such as Irrevocable Letters of Credit or Irrevocable Commitments of Funds may be approved by the Commission.

**FOURTH:** The Developer shall pay to the Commission the following fees:

Review Fees: \$ 2025.00 based upon \$ 45.00 per residential lot, or EDU and \$ N/A per commercial lot or EDU payable upon execution of this Agreement.

Inspection Fees: \$ 1864.00 based upon 3% of the Bond or Letter of Credit payable upon execution of this Agreement. Said amount shall be placed in an account by the Commission and shall be drawn upon from time to time to reimburse the Commission for the direct and indirect cost of said inspection service, and if said cost is less than the inspection fee initially collected, the remaining balance shall be returned to the Developer or, if the final total inspection cost is more than the inspection fee initially collected, the Developer shall pay to the Commission the difference.

Connection Charges: \$ 3060.00 based upon \$ 90.00 per connection (3/4" meter) & \$ 1540.00 based on \$ 140.00 per 1" meter, payable upon execution of this Agreement or the time a connection permit is issued.

Debt Serve Charge: \$ 0.00 per month based upon N/A front feet at \$ N/A front foot per year payment beginning at the time capacity allocation is made (Record Plat Approval) or service available, whichever occurs first.

Sewer Service Charge: \$ 0.00 per month based upon \$ N/A per month per EDU beginning when service is utilized. This Service Charge reflects the currently approved rate and is subject to change.

Water Service Charge: \$ 454.50 per month based upon \$ 10.10 per month per meter and \$ N/A per month per meter beginning when service is utilized. This Service Charge reflects the currently approved rate and is subject to change.

USER 005 451

Water Supply Fees: \$ N/A per EDU for developments without supply (wells) that utilize the public water system, payable upon:

1. The time the Use and Occupancy is issued or,
  2. The time the Developer sells an individual lot or lots or,
  3. The 365th day after the execution of this Agreement or,
- whichever occurs first.

Water Storage Fees: \$ N/A per EDU for developments without storage facilities that utilize the public water system, payable upon:

1. The time the Use and Occupancy is issued or,
  2. The time the Developer sells an individual lot or lots or,
  3. The 365th day after the execution of this Agreement or,
- whichever occurs first.

**FIFTH:** The Developer shall construct all of the facilities set forth in Exhibit A and/or B of this document, according to the schedule and in the phase or phases of construction indicated therein, and that in the case of multi-phased projects, no phase beyond the first shall be commenced, until the facilities constructed under all previous phases have been approved and accepted by the Commission.

**SIXTH:** The Developer shall construct the facilities in accordance with final plans and specifications, and any amendments thereto, submitted to and approved by the Commission. Further, no work in connection with the construction of the facilities shall be commenced prior to the time the Commission has approved said final plans and specifications and the Developer has applied for and secured from the Commission a permit authorizing such construction. Within sixty days after the construction of any phase is completed, a completed set of "As-Built" drawings shall be submitted to the Commission.

**SEVENTH:** The Developer shall make available the property being improved to any duly authorized representative of the Commission at all reasonable times for the purpose of inspecting the construction of the facilities.

**EIGHTH:** Upon completion and acceptance by the Commission of the facilities set forth in paragraph SECOND above, the Developer, when requested to do so by the Commission, agrees to convey all of the facilities with the appropriate sites, easements, and rights-of-way to the Commission for the nominal sum of One Dollar (\$1.00) and to provide all documentation and assurances of title as are requested by the Commission in connection with said proposed conveyances.

**NINTH:** No premises within the project to be connected to the facilities shall be occupied or used for any purpose whether or not sold by the Developer to others, unless and until such time as the facilities have been completed in accordance with the aforesaid plans, specifications and schedule and have been inspected, approved and accepted by the Commission and the Developer so notified in writing by the Commission.

TENTH: In the event of a dispute between the parties as to the subject matter of this Agreement, the dispute can be submitted to arbitration if the parties hereto mutually agree, or in a court of competent jurisdiction within the State of Maryland and St. Mary's County.

LIBER 005 452

ELEVENTH: This Agreement shall be binding on and insure to the benefit of the heirs, successors, personal representatives and assigns of the parties hereto.

TWELFTH: The Developer shall warrant all mechanical, electrical and control facilities for a period of twelve months and all earthwork for a period of eighteen months after they have been conveyed to the Commission. Failure of any of the facilities to perform properly or meet the conditions of paragraph FIRST shall be corrected as soon as possible after notification by the Commission. Failure of facilities to perform due to neglect or misuse by the Commission will void appropriate portion of the warranties. The warranties shall cover the cost of labor, equipment, and materials needed to correct any problems with said facilities.

WITNESS the hands and seals of the parties hereto, this day of

ATTEST:

[Signature]  
Secretary

ST. MARY'S COUNTY METROPOLITAN COMMISSION

By [Signature]  
Chairman

ATTEST:

\_\_\_\_\_

Summit Hill, Inc.  
DEVELOPER / PROPERTY OWNERS

By [Signature]

By [Signature]  
W. KENT CRADWICK

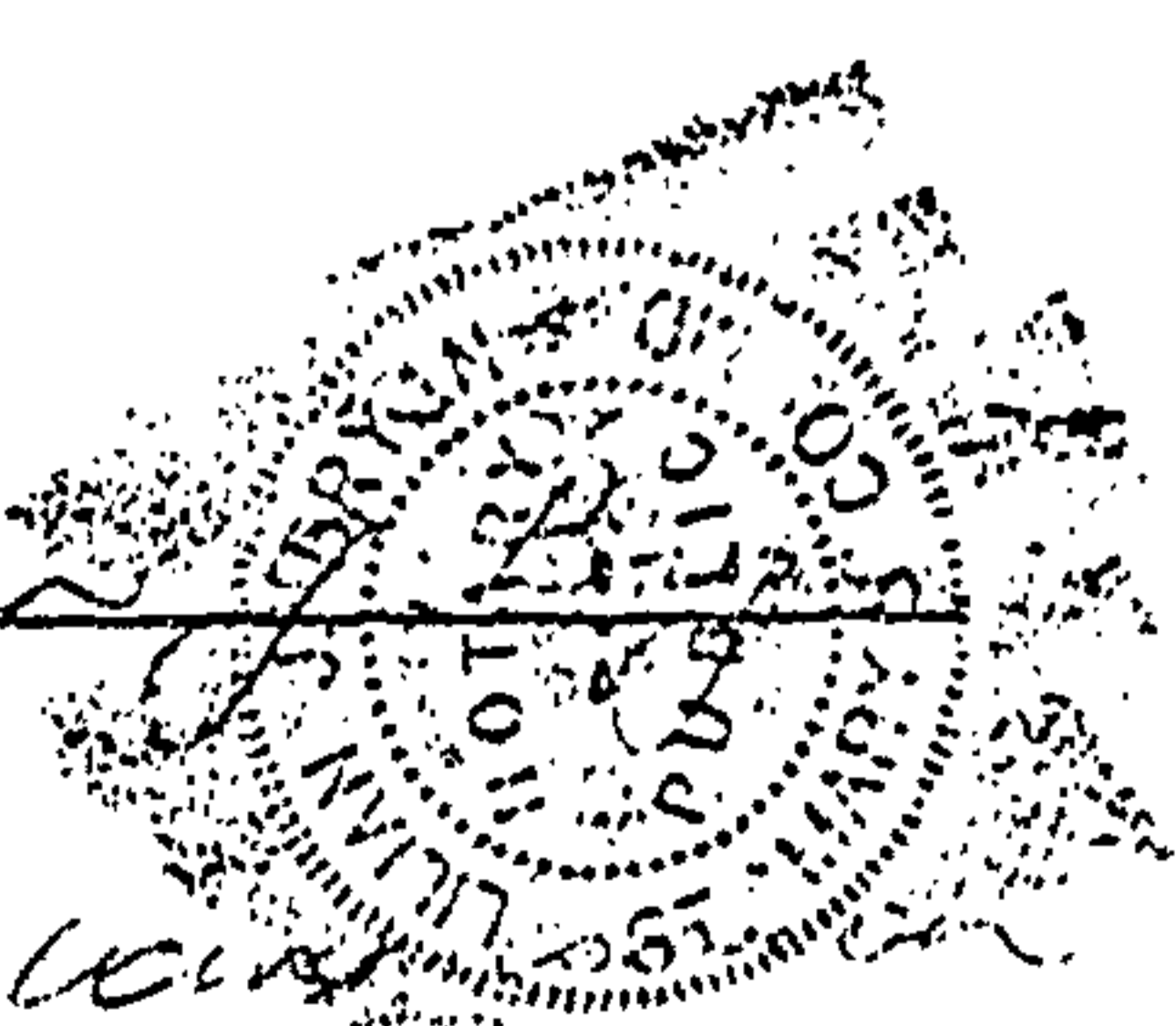
By N/A  
Mortgagor

STATE OF MARYLAND, COUNTY OF ST. MARY'S, to wit:  
I HEREBY CERTIFY that on this 19th day of March 1992 before me, a Notary Public in and for the County of St. Mary's aforesaid personally appeared Francis P. Eagan, Chairman of the St. Mary's County Metropolitan Commission, and on behalf of said Commission did acknowledge the foregoing instrument to be the act and deed of the St. Mary's County Metropolitan Commission.

WITNESS my hand and Notarial Seal.

[Signature]  
Notary Public

My commission expires 2/1/96.



STATE OF MARYLAND, COUNTY OF CHARLES, to wit. LIBER 005 453

I HEREBY CERTIFY that on this 11TH day of February 19 92 before me, the subscriber, a Notary Public in the county aforesaid, personally appeared W. Kent Chadwick/<sup>Pres</sup> and that he/she/they acknowledged the foregoing Public Works Agreement to be his/her/<sup>the</sup> act. of Summit Hills, Inc. WITNESS my hand and Notarial Seal.

*Shirley H. Snyder*  
Notary Public

My commission expires: 11/1/94



LIBER 005 454  
EXHIBIT A

STATEMENT OF  
PROPOSED WATER FACILITIES  
AND PHASING

PROJECT NAME: Summitt Hill, Section 2      TOTAL # OF PHASES: One  
DEVELOPER: Summitt Hill Inc.

PHASE 1

PLAT REF. Summitt Hill, Section 2      # EDU'S TO BE SERVED: 45  
PROJECTED CONSTRUCTION START DATE: 2/01/92  
PROJECTED CONSTRUCTION COMPLETION DATE: 8/01/92  
FACILITIES TO BE CONSTRUCTED\*: Water distribution system.

COMMISSION PARTICIPATION: N/A

PHASE 2

PLAT REF:      # LOTS TO BE SERVED:  
PROJECTED CONSTRUCTION START DATE:  
PROJECTED CONSTRUCTION COMPLETION DATE:  
FACILITIES TO BE CONSTRUCTED\*:

COMMISSION PARTICIPATION:

PHASE 3

PLAT REF:      # LOTS TO BE SERVED:  
PROJECTED CONSTRUCTION START DATE:  
PROJECTED CONSTRUCTION COMPLETION DATE:  
FACILITIES TO BE CONSTRUCTED\*:

COMMISSION PARTICIPATION:

(INDICATE ADDITIONAL PHASES ON SEPARATE SHEETS AS NECESSARY.)

\*The facilities listed also include FOR WATER PUMPING STATIONS: Wells, pumps, controls, generators, chlorinators, compressors, meters, valves, interior and exterior piping and appurtenances, together with all sites on which they are situate and 20' access to the same; FOR WATER STORAGE TANKS: Elevated storage tanks, standpipes, ground storage tanks, hydroneumatic tanks and surge tanks as required by the Commission, together with all sites on which they are situate and

LBEP 005 455

20' access to the same: FOR DISTRIBUTION SYSTEMS: Mains, fire hydrants, valves and valve boxes, fittings, blow offs, water house connections, water house service lines, curb stops, curb stop boxes, water meter settings and appurtenances, together with 20' permanent easements over the same for maintenance and modifications of and connection to these facilities; along with any and all other facilities or appurtenances which in any way could be construed as part of the water system.

\*\* in the event the Commission is to participate in the cost of construction, payment of the Commission's share will be made in increments consistent with the work in place.

Commission:

*[Handwritten Signature]*

(Initials)

Developer:

*K.C.*

(Initials)

*Del. Lijahman*

APR 13 1992

EVELYN W. ARNOLD, CLERK

LIBER 005 456

**PUBLIC WORKS AGREEMENT**

12:56 PM 04/16/92E HECOM \$0.00  
**THIS AGREEMENT** by and between the ST. MARY'S COUNTY METROPOLITAN COMMISSION, hereinafter the "Commission" and Quality Built Homes, Inc. hereinafter the "Developer".

**WHEREAS**, the Commission is responsible for all water and sewerage projects in the eighth Sanitary District, and,

**WHEREAS**, the Developer is developing certain real property within the said Sanitary District known and described as Heard's Estates and,

**WHEREAS**, the Developer, whether by requirement of the County or by choice desires to construct central water and sewerage facilities, hereinafter the "facilities", to serve the aforementioned property, and,

**WHEREAS**, the Developer seeks the approval of the Commission for the construction of such facilities, and,

**WHEREAS**, the Concept Plan for the aforementioned development has been submitted to and approved by the Board of County Commissioners of St. Mary's County or their duly appointed agent.

**NOW THEREFORE**, in consideration of the premises and of the mutual covenants and agreements herein, it is agreed by the parties as follows:

**FIRST:** The Developer shall design the facilities in accordance with the St. Mary's County Standard Specifications for Water and Sewerage Construction, the Comprehensive Water and Sewerage Plans for St. Mary's County and any other rules, regulations, directives or special instructions issued by the Commission for the State and Federal Governments.

**SECOND:** The Developer shall submit a statement to be included as Exhibit A and/or B of this document, setting forth a proposed phasing for the construction of the facilities and a proposed schedule of completion for said phase or phases, said statement to be subject to the approval of the Commission. The Developer shall also submit an itemized engineer's estimate of the total cost to complete the facilities for each phase of the development as it occurs, such estimates also being subject to the approval of the Commission. The Developer shall also submit a copy of the deed proving he/she is the sole owner, or a legal opinion/certification listing all other parties with an interest in the property.

**THIRD:** On or before the signing of this Agreement by the parties, the Developer shall furnish a bond or bonds, the form of surety or sureties thereof to be as approved by the Commission. Said bond shall be payable to the Commission, its successors and assigns in a sum equal to the aforesaid engineering estimate for the cost of constructing the facilities, plus ten percent for contingencies, or the amount of the contract prices, whichever is higher, conditioned that the Developer shall well and truly perform and fulfill the



covenants, conditions, stipulations and terms of this Agreement, such bond or bonds to be and remain in force until such time as the warrantee period on the completed facilities expires; it being understood that bonding may be accomplished incrementally in accordance with the phases and schedule established under paragraph SECOND above; it being further understood that alternatives to bonding, such as Irrevocable Letters of Credit or Irrevocable Commitments of Funds may be approved by the Commission.

**FOURTH:** The Developer shall pay to the Commission the following fees:

Review Fees: \$ 2175.00 based upon \$ 75.00 per residential lot,  
or EDU and, \$ N/A per commercial lot or EDU payable upon  
execution of this Agreement.

Inspection Fees: \$ 3474.00 based upon 3% of the Bond or Letter of Credit  
payable upon execution of this Agreement. Said amount shall be  
placed in an account by the Commission and shall be drawn upon from  
time to time to reimburse the Commission for the direct and indirect  
cost of said inspection service, and if said cost is less than the  
inspection fee initially collected, the remaining balance shall be  
returned to the Developer or, if the final total inspection cost is more  
than the inspection fee initially collected, the Developer shall pay to  
the Commission the difference.

Connection Charges: \$ 2610.00 based upon \$ 90.00 per connection  
payable upon execution of this Agreement or the time a connection permit is  
issued.

Debt Serve Charge: \$ 379.24 per month based upon 2677  
front feet at \$ 1.70 front foot per year payment beginning  
at the time capacity allocation is made (Record Plat Approval)  
or service available, whichever occurs first.

Sewer Service Charge: \$ 279.56 per month based upon \$ 9.54  
per month per EDU beginning when service is utilized. This  
Service Charge reflects the currently approved rate and is  
subject to change.

Water Service Charge: \$ 239.25 per month based upon \$ 8.25  
per month per meter and \$ N/A per month per meter beginning when  
service is utilized. This Service Charge reflects the currently approved rate  
and is subject to change.

Water Supply Fees: \$ 250.00 per EDU for developments without supply (wells) that utilize the public water system, payable upon:

1. The time the Use and Occupancy is issued or,
  2. The time the Developer sells an individual lot or lots or,
  3. The 365th day after the execution of this Agreement or,
- whichever occurs first.

Water Storage Fees: \$ 450.00 per EDU for developments without storage facilities that utilize the public water system, payable upon:

1. The time the Use and Occupancy is issued or,
  2. The time the Developer sells an individual lot or lots or,
  3. The 365th day after the execution of this Agreement or,
- whichever occurs first.

**FIFTH:** The Developer shall construct all of the facilities set forth in Exhibit A and/or B of this document, according to the schedule and in the phase or phases of construction indicated therein, and that in the case of multi-phased projects, no phase beyond the first shall be commenced, until the facilities constructed under all previous phases have been approved and accepted by the Commission.

**SIXTH:** The Developer shall construct the facilities in accordance with final plans and specifications, and any amendments thereto, submitted to and approved by the Commission. Further, no work in connection with the construction of the facilities shall be commenced prior to the time the Commission has approved said final plans and specifications and the Developer has applied for and secured from the Commission a permit authorizing such construction. Within sixty days after the construction of any phase is completed, a completed set of "As-Built" drawings shall be submitted to the Commission.

**SEVENTH:** The Developer shall make available the property being improved to any duly authorized representative of the Commission at all reasonable times for the purpose of inspecting the construction of the facilities.

**EIGHTH:** Upon completion and acceptance by the Commission of the facilities as set forth in paragraph SECOND above, the Developer, when requested to do so by the Commission, agrees to convey all of the facilities with the appropriate sites, easements, and rights-of-way to the Commission for the nominal sum of One Dollar (\$1.00) and to provide all documentation and assurances of title as are requested by the Commission in connection with said proposed conveyances.

**NINTH:** No premises within the project to be connected to the facilities shall be occupied or used for any purpose whether or not sold by the Developer to others, unless and until such time as the facilities have been completed in accordance with the aforesaid plans, specifications and schedule and have been inspected, approved and accepted by the Commission and the Developer so notified in writing by the Commission.

TENTH: In the event of a dispute between the parties as to the subject matter of this Agreement, the dispute can be submitted to arbitration if the parties hereto mutually agree, or in a court of competent jurisdiction within the State of Maryland and St. Mary's County.

ELEVENTH: This Agreement shall be binding on and insure to the benefit of the heirs, successors, personal representatives and assigns of the parties hereto.

TWELFTH: The Developer shall warrant all mechanical, electrical and control facilities for a period of twelve months and all earthwork for a period of eighteen months after they have been conveyed to the Commission. Failure of any of the facilities to perform properly or meet the conditions of paragraph FIRST shall be corrected as soon as possible after notification by the Commission. Failure of facilities to perform due to neglect or misuse by the Commission will void appropriate portion of the warranties. The warranties shall cover the cost of labor, equipment, and materials needed to correct any problems with said facilities.

WITNESS the hands and seals of the parties hereto, this day of

ATTEST:

[Signature]

Secretary

ST. MARY'S COUNTY METROPOLITAN COMMISSION

By

[Signature]

Chairman

Quality Built Homes, Inc.  
DEVELOPER / PROPERTY OWNERS

ATTEST:

[Signature]

By

[Signature] VP. + secretary  
[Signature] Rodney N. Gertz

By

By

Mortgagor

STATE OF MARYLAND, COUNTY OF ST. MARY'S, to wit:

I HEREBY CERTIFY that on this 19th day of March, 1992 before me, a Notary Public in and for the County of St. Mary's aforesaid personally appeared James P. Eagan Chairman of the St. Mary's County Metropolitan Commission, and on behalf of said Commission did acknowledge the foregoing instrument to be the act and deed of the St. Mary's County Metropolitan Commission.

WITNESS my hand and Notarial Seal.

[Signature]  
Notary Public  
My commission expires 2/1/96.

LIBER 005 460

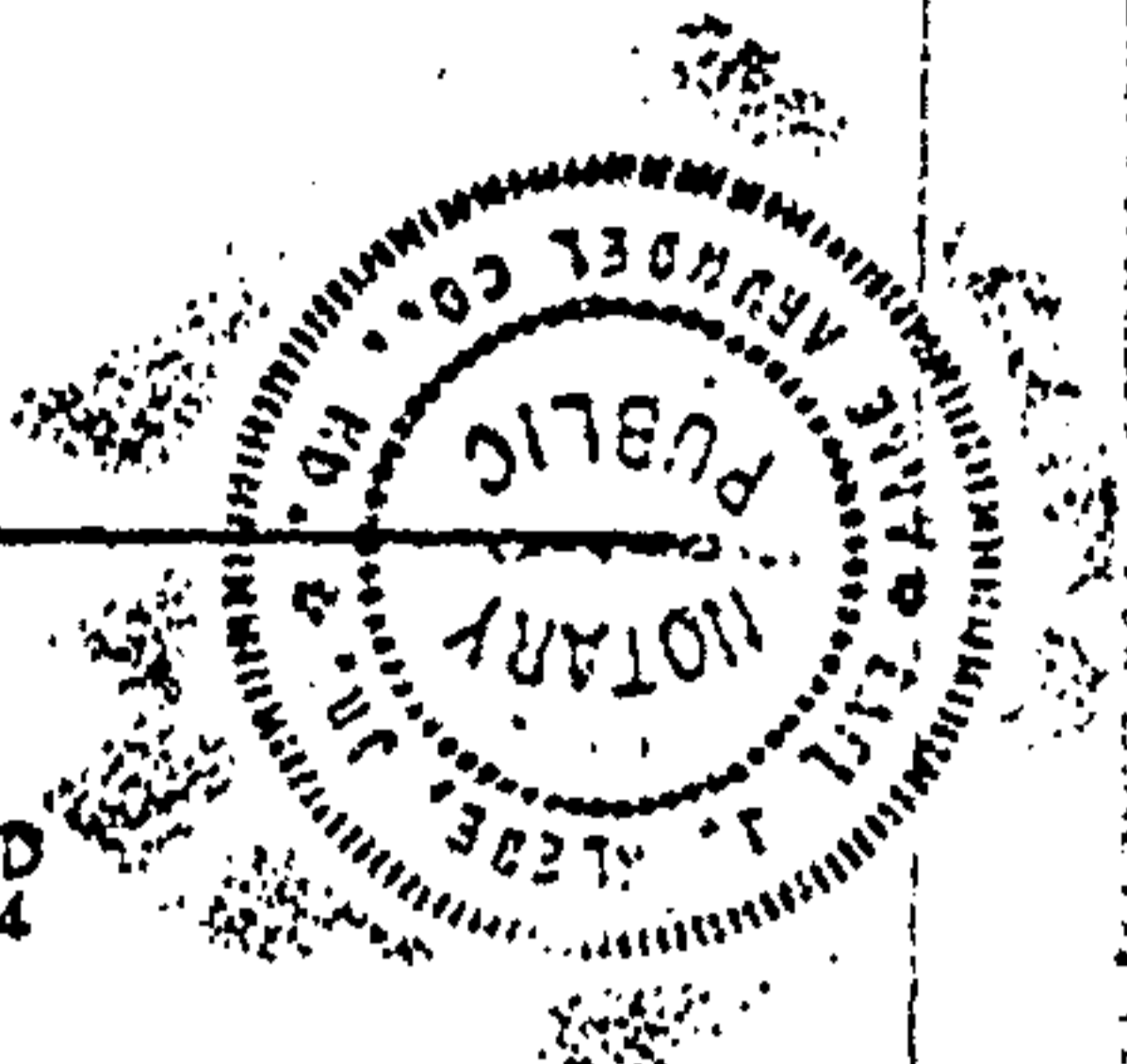
STATE OF MARYLAND, COUNTY OF CALVERT, to wit:

I HEREBY CERTIFY that on this 10<sup>th</sup> day of MARCH  
1992 before me, the subscriber, a Notary Public in the county aforesaid, personally  
appeared RODNEY N. GERTZ and that he/she/they acknowledged  
the foregoing Public Works Agreement to be his/her/their act.

WITNESS my hand and Notarial Seal.

*Earl J. Kiebe, Jr.*  
Notary Public

EARL J. KIEBE, JR.  
NOTARY PUBLIC STATE OF MARYLAND  
My Commission Expires October 3, 1994



LIBER 005 461

EXHIBIT A

STATEMENT OF  
PROPOSED WATER FACILITIES  
AND PHASING

PROJECT NAME: Heard's Estates  
DEVELOPER: Quality Built Homes, Inc.

TOTAL # OF PHASES: One

PHASE 1

PLAT REF: Heard's Estates, Section 2 # EDU's TO BE SERVED: 29  
PROJECTED CONSTRUCTION START DATE: 3/1/92  
PROJECTED CONSTRUCTION COMPLETION DATE: 9/1/92  
FACILITIES TO BE CONSTRUCTED\*: Water distribution system.

COMMISSION PARTICIPATION: None

PHASE 2

PLAT REF: # LOTS TO BE SERVED:  
PROJECTED CONSTRUCTION START DATE:  
PROJECTED CONSTRUCTION COMPLETION DATE:  
FACILITIES TO BE CONSTRUCTED\*:

COMMISSION PARTICIPATION:

PHASE 3

PLAT REF: # LOTS TO BE SERVED:  
PROJECTED CONSTRUCTION START DATE:  
PROJECTED CONSTRUCTION COMPLETION DATE:  
FACILITIES TO BE CONSTRUCTED\*:

COMMISSION PARTICIPATION:

(INDICATE ADDITIONAL PHASES ON SEPARATE SHEETS AS NECESSARY.)

\*The facilities listed also include FOR WATER PUMPING STATIONS: Wells, pumps, controls, generators, chlorinators, compressors, meters, valves, interior and exterior piping and appurtenances, together with all sites on which they are situate and 20' access to the same; FOR WATER STORAGE TANKS: Elevated storage tanks, standpipes, ground storage tanks, hydroneumatic tanks and surge tanks as required by the Commission, together with all sites on which they are situate and

LIBER 005 462

20' access to the same: FOR DISTRIBUTION SYSTEMS: Mains, fire hydrants, valves and valve boxes, fittings, blow offs, water house connections, water house service lines, curb stops, curb stop boxes, water meter settings and appurtenances, together with 20' permanent easements over the same for maintenance and modifications of and connection to these facilities; along with any and all other facilities or appurtenances which in any way could be construed as part of the water system.

\*\* In the event the Commission is to participate in the cost of construction, payment of the Commission's share will be made in increments consistent with the work in place.

Commission:

SPC

(Initials)

Developer:

QSHI by FKG

(Initials)

LIBER 005 463

EXHIBIT B

STATEMENT OF  
PROPOSED SEWERAGE FACILITIES  
AND PHASING

PROJECT NAME: Heard's Estates  
DEVELOPER: Quality Built Homes, Inc.

TOTAL # OF PHASES: One

PHASE 1

PLAT REF: Heard's Estates, Section 2      # LOTS TO BE SERVED: 29  
PROJECTED CONSTRUCTION START DATE: 3/1/92  
PROJECTED CONSTRUCTION COMPLETION DATE: 9/1/92  
FACILITIES TO BE CONSTRUCTED\*: Sewerage Collection system.

COMMISSION PARTICIPATION: None

PHASE 2

PLAT REF:      # LOTS TO BE SERVED:  
PROJECTED CONSTRUCTION START DATE:  
PROJECTED CONSTRUCTION COMPLETION DATE:  
FACILITIES TO BE CONSTRUCTED\*:

COMMISSION PARTICIPATION:

PHASE 3

PLAT REF:      # LOTS TO BE SERVED:  
PROJECTED CONSTRUCTION START DATE:  
PROJECTED CONSTRUCTION COMPLETION DATE:  
FACILITIES TO BE CONSTRUCTED\*:

COMMISSION PARTICIPATION:

(INDICATE ADDITIONAL PHASES ON SEPARATE SHEETS AS NECESSARY.)

\* The facilities also include for WASTEWATER PUMPING STATIONS: pumps, wet wells, generators, compressors, meters, valves, interior and exterior piping and appurtenances, together with all sites on which they are situated and 20' access to the same. FOR WASTEWATER TREATMENT PLANTS: Storage lagoons, physical plants influent and effluent lines, lift stations, generators, together with all sites on which they are situated and 20' access to the same; FOR COLLECTION SYSTEMS: Collector and lateral sewers, interceptor sewers, force mains, sewer house

USER 005 464

service lines, air release valves, house connections, together with 20' permanent easements over the same for maintenance and modification of connection to these facilities; along with any and all other facilities or appurtenances which in any way could be construed as part of the sewerage system.

\*\* In the event the Commission is to participate in the cost of construction, payment of the Commission's share will be made in increments consistent with the work in place.

Commission:           *SPC*            
(Initials)

Developer:           *QOH L ENG*            
(Initials)

*Paul Lippman*

APR 13 1992

EVELYN W. ARNOLD, CLERK



PUBLIC WORKS AGREEMENT

THIS AGREEMENT by and between the ST. MARY'S COUNTY METROPOLITAN COMMISSION, hereinafter the "Commission" and Alva Watson & Tom Watts hereinafter the "Developer".

12:56PM 04/06/92E    MECOM    \$0.00

WHEREAS, the Commission is responsible for all water and sewerage projects in the eighth Sanitary District, and,

WHEREAS, the Developer is developing certain real property within the said Sanitary District known and described as Hunting Quarter, Phase 2, Sec. 1 and,

WHEREAS, the Developer, whether by requirement of the County or by choice desires to construct central water and sewerage facilities, hereinafter the "facilities", to serve the aforementioned property, and,

WHEREAS, the Developer seeks the approval of the Commission for the construction of such facilities, and,

WHEREAS, the Concept Plan for the aforementioned development has been submitted to and approved by the Board of County Commissioners of St. Mary's County or their duly appointed agent.

NOW THEREFORE, in consideration of the premises and of the mutual covenants and agreements herein, it is agreed by the parties as follows:

FIRST: The Developer shall design the facilities in accordance with the St. Mary's County Standard Specifications for Water and Sewerage Construction, the Comprehensive Water and Sewerage Plans for St. Mary's County and any other rules, regulations, directives or special instructions issued by the Commission for the State and Federal Governments.

SECOND: The Developer shall submit a statement to be included as Exhibit A and/or B of this document, setting forth a proposed phasing for the construction of the facilities and a proposed schedule of completion for said phase or phases, said statement to be subject to the approval of the Commission. The Developer shall also submit an itemized engineer's estimate of the total cost to complete the facilities for each phase of the development as it occurs, such estimates also being subject to the approval of the Commission. The Developer shall also submit a copy of the deed proving he/she is the sole owner, or a legal opinion/certification listing all other parties with an interest in the property.

THIRD: On or before the signing of this Agreement by the parties, the Developer shall furnish a bond or bonds, the form of surety or sureties thereof to be as approved by the Commission. Said bond shall be payable to the Commission, its successors and assigns in a sum equal to the aforesaid engineering estimate for the cost of constructing the facilities, plus ten percent for contingencies, or the amount of the contract prices, whichever is higher, conditioned that the Developer shall well and truly perform and fulfill the

covenants, conditions, stipulations and terms of this Agreement, such bond or bonds to be and remain in force until such time as the warranty period on the completed facilities expires; it being understood that bonding may be accomplished incrementally in accordance with the phases and schedule established under paragraph SECOND above; it being further understood that alternatives to bonding, such as Irrevocable Letters of Credit or Irrevocable Commitments of Funds may be approved by the Commission.

**FOURTH:** The Developer shall pay to the Commission the following fees:

Review Fees: \$ 0.00 based upon \$ N/A per residential lot, or EDU and, \$ N/A per commercial lot or EDU payable upon execution of this Agreement.

Inspection Fees: \$ 1366.00 based upon 3% of the Bond or Letter of Credit payable upon execution of this Agreement. Said amount shall be placed in an account by the Commission and shall be drawn upon from time to time to reimburse the Commission for the direct and indirect cost of said inspection service, and if said cost is less than the inspection fee initially collected, the remaining balance shall be returned to the Developer or, if the final total inspection cost is more than the inspection fee initially collected, the Developer shall pay to the Commission the difference. The Commission may, at its option, elect to have the responsibility for construction inspection and assurance that all work is performed in accordance with the approved plans and specifications remain with the Developer and, accordingly, no fee will be charged. In this latter case, upon the project's completion, the Developer shall provide to the Commission a Project Completion Certification, Attachment (C), signed by a professional engineer registered in the State of Maryland.

Connection Charges: \$ 0.00 based upon \$ 0.00 per connection upon execution of this Agreement or the time a connection permit is issued.

Debt Serve Charge: \$ 0.00 per month based upon N/A front feet at \$ N/A front foot per year payment beginning at the time capacity allocation is made (Record Plat Approval) or service available, whichever occurs first.

Sewer Service Charge: \$ 0.00 per month based upon \$ N/A per month per EDU beginning when service is utilized. This Service Charge reflects the currently approved rate and is subject to change.

Water Service Charge: \$ 0.00 per month based upon \$ N/A per month per meter and \$ per month per meter beginning when service is utilized. This Service Charge reflects the currently approved rate and is subject to change.

Water Supply Fees: \$ N/A per EDU for developments without supply (wells) that utilize the public water system, payable upon:

1. The time the Use and Occupancy is issued or,
2. The time the Developer sells an individual lot or lots or,
3. The 365th day after the execution of this Agreement or,

whichever occurs first.

Water Storage Fees: \$ N/A per EDU for developments without storage facilities that utilize the public water system, payable upon:

1. The time the Use and Occupancy is issued or,
2. The time the Developer sells an individual lot or lots or,
3. The 365th day after the execution of this Agreement or,

whichever occurs first.

**FIFTH:** The Developer shall construct all of the facilities set forth in Exhibit A and/or B of this document, according to the schedule and in the phase or phases of construction indicated therein, and that in the case of multi-phased projects, no phase beyond the first shall be commenced, until the facilities constructed under all previous phases have been approved and accepted by the Commission.

**SIXTH:** The Developer shall construct the facilities in accordance with final plans and specifications, and any amendments thereto, submitted to and approved by the Commission. Further, no work in connection with the construction of the facilities shall be commenced prior to the time the Commission has approved said final plans and specifications and the Developer has applied for and secured from the Commission a permit authorizing such construction. Within sixty days after the construction of any phase is completed, a completed set of "As-Built" drawings shall be submitted to the Commission.

**SEVENTH:** The Developer shall make available the property being improved to any duly authorized representative of the Commission at all reasonable times for the purpose of inspecting the construction of the facilities.

**EIGHTH:** Upon completion and acceptance by the Commission of the facilities as set forth in paragraph SECOND above, the Developer, when requested to do so by the Commission, agrees to convey all of the facilities with the appropriate sites, easements, and rights-of-way to the Commission for the nominal sum of One Dollar (\$1.00) and to provide all documentation and assurances of title as are requested by the Commission in connection with said proposed conveyances.

**NINTH:** No premises within the project to be connected to the facilities shall be occupied or used for any purpose whether or not sold by the Developer to others, unless and until such time as the facilities have been completed in accordance with the aforesaid plans, specifications and schedule and have been inspected, approved and accepted by the Commission and the Developer so notified in writing by the Commission.

TENTH: In the event of a dispute between the parties as to the subject matter of this Agreement, the dispute can be submitted to arbitration if the parties hereto mutually agree, or in a court of competent jurisdiction within the State of Maryland and St. Mary's County.

ELEVANTH: This Agreement shall be binding on and insure to the benefit of the heirs, successors, personal representatives and assigns of the parties hereto.

TWELFTH: The Developer shall warrantee all mechanical, electrical and control facilities for a period of twelve months and all earthwork for a period of eighteen months after they have been conveyed to the Commission. Failure of any of the facilities to perform properly or meet the conditions of paragraph FIRST shall be corrected as soon as possible after notification by the Commission. Failure of facilities to perform due to neglect or misuse by the Commission will void appropriate portion of the warranties. The warranties shall cover the cost of labor, equipment, and materials needed to correct any problems with said facilities.

WITNESS the hands and seals of the parties hereto, this day of

ATTEST: ST. MARY'S COUNTY METROPOLITAN COMMISSION  
[Signature] Secretary By [Signature] Chairman

ATTEST: DEVELOPER / PROPERTY OWNERS  
[Signature] By [Signature] HVA Watson  
By [Signature] Thomas B. Watts  
By [Signature] The First National Bank of St. Mary's County, P. O. Box 612, Leonardtown, Maryland 20650 Mortgagee

STATE OF MARYLAND, COUNTY OF ST. MARY'S, to wit:  
I HEREBY CERTIFY that on this 10th day of March, 1992, before me, a Notary Public in and for the County of St. Mary's aforesaid personally appeared James P. Eagan Chairman of the St. Mary's County Metropolitan Commission, and on behalf of said Commission did acknowledge the foregoing instrument to be the act and deed of the St. Mary's County Metropolitan Commission.

WITNESS my hand and Notarial Seal.

[Signature]  
Notary Public  
My commission expires 2/1/96.

USER 005 469

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

I HEREBY CERTIFY that on this \_\_\_\_\_ day of \_\_\_\_\_  
19 \_\_\_\_\_ before me, the subscriber, a Notary Public in the county aforesaid, personally  
appeared <sup>Alya Watson</sup> ~~Thomas B. Watts~~ and that he/she/they acknowledged  
the foregoing Public Works Agreement to be his/her/their act.

WITNESS my hand and Notarial Seal.

*Carole S. McLean*

Notary Public



LIBER 005 470

EXHIBIT A  
STATEMENT OF  
PROPOSED WATER FACILITIES  
AND PHASING

PROJECT NAME: Hunting Quarter, Phase 2, Sec. 1      TOTAL # OF PHASES: One  
DEVELOPER: Alva Watson & Tom Watts

PHASE 1

PLAT REF: Hunting Quarter, Ph. 2, Sec. 1      # EDU's TO BE SERVED: N/A  
PROJECTED CONSTRUCTION START DATE: 12/10/91  
PROJECTED CONSTRUCTION COMPLETION DATE: 6/10/91  
FACILITIES TO BE CONSTRUCTED\*: Water distribution system to extend lines to serve the Hunting Meadow Apartments.

COMMISSION PARTICIPATION: None

PHASE 2

PLAT REF:      # LOTS TO BE SERVED:  
PROJECTED CONSTRUCTION START DATE:  
PROJECTED CONSTRUCTION COMPLETION DATE:  
FACILITIES TO BE CONSTRUCTED\*:

COMMISSION PARTICIPATION:

PHASE 3

PLAT REF:      # LOTS TO BE SERVED:  
PROJECTED CONSTRUCTION START DATE:  
PROJECTED CONSTRUCTION COMPLETION DATE:  
FACILITIES TO BE CONSTRUCTED\*:

COMMISSION PARTICIPATION:

(INDICATE ADDITIONAL PHASES ON SEPARATE SHEETS AS NECESSARY.)

\*The facilities listed also include FOR WATER PUMPING STATIONS: Wells, pumps, controls, generators, chlorinators, compressors, meters, valves, interior and exterior piping and appurtenances, together with all sites on which they are situate and 20' access to the same; FOR WATER STORAGE TANKS: Elevated storage tanks, standpipes, ground storage tanks, hydroneumatic tanks and surge tanks as required by the Commission, together with all sites on which they are situate and

LIBER 005 471

20' access to the same: FOR DISTRIBUTION SYSTEMS: Mains, fire hydrants, valves and valve boxes, fittings, blow offs, water house connections, water house service lines, curb stops, curb stop boxes, water meter settings and appurtenances, together with 20' permanent easements over the same for maintenance and modifications of and connection to these facilities; along with any and all other facilities or appurtenances which in any way could be construed as part of the water system.

\*\* In the event the Commission is to participate in the cost of construction, payment of the Commission's share will be made in increments consistent with the work in place.

Commission:

SPC

(Initials)

Developer:

AW SP

(Initials)

LIBER 005 472

EXHIBIT B

STATEMENT OF  
PROPOSED SEWERAGE FACILITIES  
AND PHASING

PROJECT NAME: Hunting Quarter, Phase 2, Sec. 1      TOTAL # OF PHASES: One  
DEVELOPER: Alva Watson & Tom Watts

PHASE 1

PLAT REF: Hunting Quarter, Ph. 2, Sec. 1      # LOTS TO BE SERVED: N/A  
PROJECTED CONSTRUCTION START DATE:      12/10/91  
PROJECTED CONSTRUCTION COMPLETION DATE:      6/10/91  
FACILITIES TO BE CONSTRUCTED\*: Sewage Collection system to extend lines to service the  
Hunting Meadow Apartments.

COMMISSION PARTICIPATION: None

PHASE 2

PLAT REF:      # LOTS TO BE SERVED:  
PROJECTED CONSTRUCTION START DATE:  
PROJECTED CONSTRUCTION COMPLETION DATE:  
FACILITIES TO BE CONSTRUCTED\*:

COMMISSION PARTICIPATION:

PHASE 3

PLAT REF:      # LOTS TO BE SERVED:  
PROJECTED CONSTRUCTION START DATE:  
PROJECTED CONSTRUCTION COMPLETION DATE:  
FACILITIES TO BE CONSTRUCTED\*:

COMMISSION PARTICIPATION:

(INDICATE ADDITIONAL PHASES ON SEPARATE SHEETS AS NECESSARY.)

\* The facilities also include for WASTEWATER PUMPING STATIONS: pumps, wet wells, generators, compressors, meters, valves, interior and exterior piping and appurtensances, together with all sites on which they are situated and 20' access to the same. FOR WASTEWATER TREATMENT PLANTS: Storage lagoons, physical plants influent and effluent lines, lift stations, generators, together with all sites on which they are situated and 20' access to the same; FOR COLLECTION SYSTEMS: Collector and lateral sewers, interceptor sewers, force mains, sewer house



LSCR 005 473

service lines, air release valves, house connections, together with 20' permanent easements over the same for maintenance and modification of connection to these facilities; along with any and all other facilities or appurtenances which in any way could be construed as part of the sewerage system.

\*\* In the event the Commission is to participate in the cost of construction, payment of the Commission's share will be made in increments consistent with the work in place.

Commission:

*SPC*

(Initials)

Developer:

*AW 9/12/92*

(Initials)

*Bill: Liz Sherman*

APR 13 1992

EVELYN W. ARNOLD, CLERK

LIBER 005 474

PUBLIC WORKS AGREEMENT

THIS AGREEMENT by and between the ST. MARY'S COUNTY METROPOLITAN COMMISSION, hereinafter the "Commission" and Jerome A. Karsh, D.D.S. hereinafter the "Developer".

WHEREAS, the Commission is responsible for all water and sewerage projects in the eighth Sanitary District, and,

WHEREAS, the Developer is developing certain real property within the said Sanitary District known and described as Karsh Professional Office Bldg. and,

WHEREAS, the Developer, whether by requirement of the County or by choice desires to construct central water and sewerage facilities, hereinafter the "facilities", to serve the aforementioned property, and,

WHEREAS, the Developer seeks the approval of the Commission for the construction of such facilities, and,

WHEREAS, the Concept Plan for the aforementioned development has been submitted to and approved by the Board of County Commissioners of St. Mary's County or their duly appointed agent.

NOW THEREFORE, in consideration of the premises and of the mutual covenants and agreements herein, it is agreed by the parties as follows:

FIRST: The Developer shall design the facilities in accordance with the St. Mary's County Standard Specifications for Water and Sewerage Construction, the Comprehensive Water and Sewerage Plans for St. Mary's County and any other rules, regulations, directives or special instructions issued by the Commission for the State and Federal Governments.

SECOND: The Developer shall submit a statement to be included as Exhibit A and/or B of this document, setting forth a proposed phasing for the construction of the facilities and a proposed schedule of completion for said phase or phases, said statement to be subject to the approval of the Commission. The Developer shall also submit an itemized engineer's estimate of the total cost to complete the facilities for each phase of the development as it occurs, such estimates also being subject to the approval of the Commission. The Developer shall also submit a copy of the deed proving he/she is the sole owner, or a legal opinion/certification listing all other parties with an interest in the property.

THIRD: On or before the signing of this Agreement by the parties, the Developer shall furnish a bond or bonds, the form of surety or sureties thereof to be as approved by the Commission. Said bond shall be payable to the Commission, its successors and assigns in a sum equal to the aforesaid engineering estimate for the cost of constructing the facilities, plus ten percent for contingencies, or the amount of the contract prices, whichever is higher, conditioned that the Developer shall well and truly perform and fulfill the

LIBER 005 475

covenants, conditions, stipulations and terms of this Agreement, such bond or bonds to be and remain in force until such time as the warrantee period on the completed facilities expires; it being understood that bonding may be accomplished incrementally in accordance with the phases and schedule established under paragraph SECOND above; it being further understood that alternatives to bonding, such as Irrevocable Letters of Credit or Irrevocable Commitments of Funds may be approved by the Commission.

**FOURTH:** The Developer shall pay to the Commission the following fees:

Review Fees: \$ 75.00 based upon \$ N/A per residential lot,  
or EDU and, \$ 75.00 per commercial lot or EDU payable upon  
execution of this Agreement.

Inspection Fees: \$ 0.00 based upon 3% of the Bond or Letter of Credit  
payable upon execution of this Agreement. Said amount shall be  
placed in an account by the Commission and shall be drawn upon from  
time to time to reimburse the Commission for the direct and indirect  
cost of said inspection service, and if said cost is less than the  
inspection fee initially collected, the remaining balance shall be  
returned to the Developer or, if the final total inspection cost is more  
than the inspection fee initially collected, the Developer shall pay to  
the Commission the difference. The Commission may, at its option,  
elect to have the responsibility for construction inspection and assurance  
that all work is performed in accordance with the approved plans and  
specifications remain with the Developer and, accordingly, no fee will  
be charged. In this latter case, upon the project's completion, the  
Developer shall provide to the Commission a Project Completion  
Certification, Attachment (C), signed by a professional engineer  
registered in the State of Maryland.

Connection Charges: \$ 90.00 based upon \$ 90.00 per connection  
upon execution of this Agreement or the time a connection permit is  
issued.

Debt Serve Charge: \$ 22.75 per month based upon 130  
front feet at \$ 2.10 front foot per year payment beginning  
at the time capacity allocation is made (Record Plat Approval)  
or service available, whichever occurs first.

Service Charge: \$ 17.89 per month based upon \$ 17.89  
per month per EDU beginning when service is utilized. This  
Service Charge reflects the currently approved rate and is  
subject to change.

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Water Supply Fees: \$ 250.00 per EDU for developments without supply (wells) that utilize the public water system, payable upon:

1. The time the Use and Occupancy is issued or,
  2. The time the Developer sells an individual lot or lots or,
  3. The 365th day after the execution of this Agreement or,
- whichever occurs first.

Water Storage Fees: \$ 600.00 per EDU for developments without storage facilities that utilize the public water system, payable upon:

1. The time the Use and Occupancy is issued or,
  2. The time the Developer sells an individual lot or lots or,
  3. The 365th day after the execution of this Agreement or,
- whichever occurs first.

**FIFTH:** The Developer shall construct all of the facilities set forth in Exhibit A and/or B of this document, according to the schedule and in the phase or phases of construction indicated therein, and that in the case of multi-phased projects, no phase beyond the first shall be commenced, until the facilities constructed under all previous phases have been approved and accepted by the Commission.

**SIXTH:** The Developer shall construct the facilities in accordance with final plans and specifications, and any amendments thereto, submitted to and approved by the Commission. Further, no work in connection with the construction of the facilities shall be commenced prior to the time the Commission has approved said final plans and specifications and the Developer has applied for and secured from the Commission a permit authorizing such construction. Within sixty days after the construction of any phase is completed, a completed set of "As-Built" drawings shall be submitted to the Commission.

**SEVENTH:** The Developer shall make available the property being improved to any duly authorized representative of the Commission at all reasonable times for the purpose of inspecting the construction of the facilities.

**EIGHTH:** Upon completion and acceptance by the Commission of the facilities as set forth in paragraph SECOND above, the Developer, when requested to do so by the Commission, agrees to convey all of the facilities with the appropriate sites, easements, and rights-of-way to the Commission for the nominal sum of One Dollar (\$1.00) and to provide all documentation and assurances of title as are requested by the Commission in connection with said proposed conveyances.

**NINTH:** No premises within the project to be connected to the facilities shall be occupied or used for any purpose whether or not sold by the Developer to others, unless and until such time as the facilities have been completed in accordance with the aforesaid plans, specifications and schedule and have been inspected, approved and accepted by the Commission and the Developer so notified in writing by the Commission.

USER 005 477

TENTH: In the event of a dispute between the parties as to the subject matter of this Agreement, the dispute can be submitted to arbitration if the parties hereto mutually agree, or in a court of competent jurisdiction within the State of Maryland and St. Mary's County.

ELEVETH: This Agreement shall be binding on and insure to the benefit of the heirs, successors, personal representatives and assigns of the parties hereto.

TWELFTH: The Developer shall warrantee all mechanical, electrical and control facilities for a period of twelve months and all earthwork for a period of eighteen months after they have been conveyed to the Commission. Failure of any of the facilities to perform properly or meet the conditions of paragraph FIRST shall be corrected as soon as possible after notification by the Commission. Failure of facilities to perform due to neglect or misuse by the Commission will void appropriate portion of the warranties. The warranties shall cover the cost of labor, equipment, and materials needed to correct any problems with said facilities.

WITNESS the hands and seals of the parties hereto, this day of

ATTEST:

ST. MARY'S COUNTY METROPOLITAN COMMISSION

Steven J. King  
Secretary

By James P. Egan  
Chairman

ATTEST:

DEVELOPER / PROPERTY OWNERS

\_\_\_\_\_

By Jerome A. Karsh

By \_\_\_\_\_

By \_\_\_\_\_  
Mortgagor

STATE OF MARYLAND, COUNTY OF ST. MARY'S, to wit:  
I HEREBY CERTIFY that on this 10th day of March, 1996, before me, a Notary Public in and for the County of St. Mary's aforesaid personally appeared James P. Egan Chairman of the St. Mary's County Metropolitan Commission, and on behalf of said Commission did acknowledge the foregoing instrument to be the act and deed of the St. Mary's County Metropolitan Commission.

WITNESS my hand and Notarial Seal.

Lillian J. Bryant  
Notary Public  
my commission expires 2/1/96.

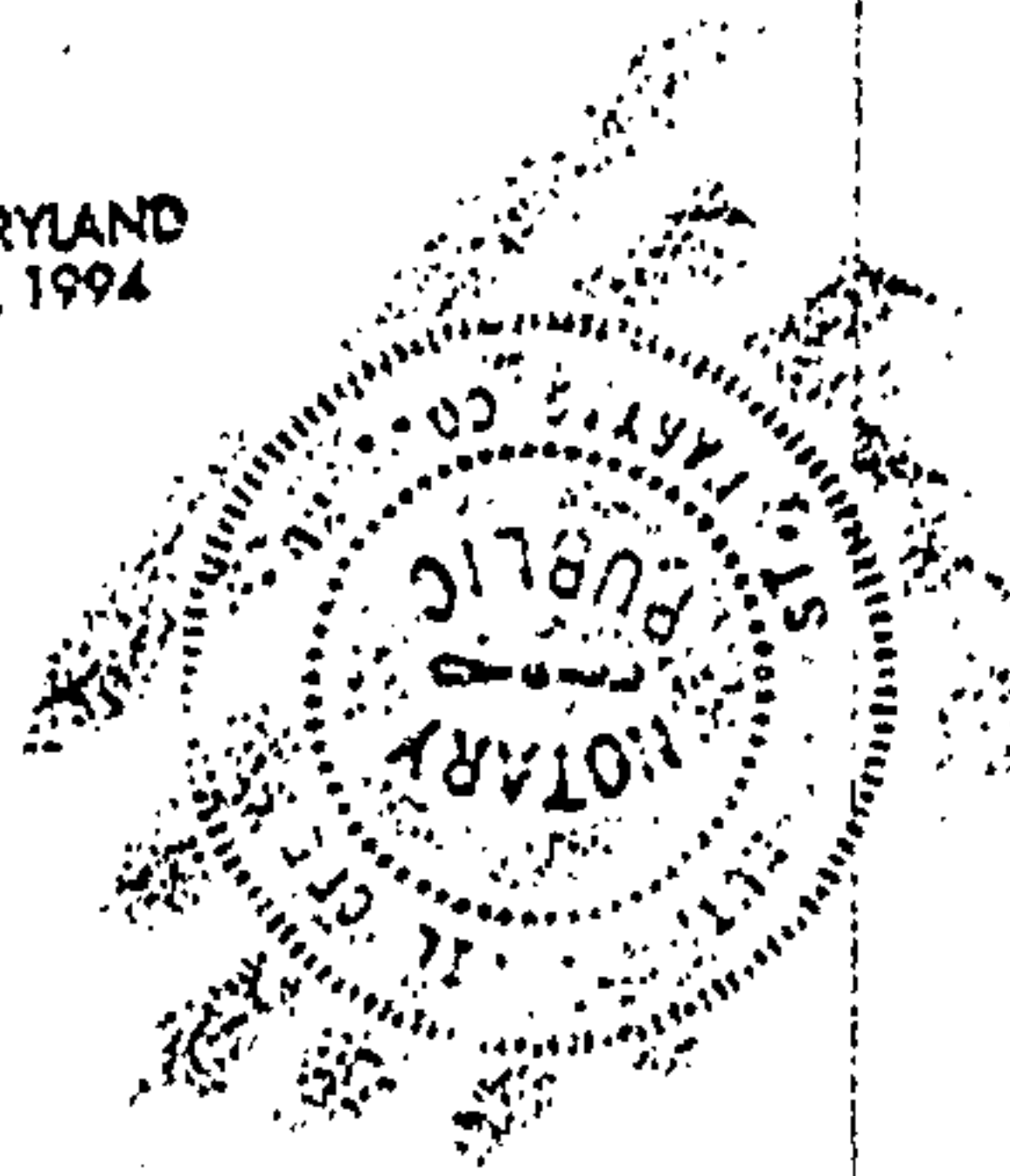
UBCR 005 478

STATE OF *Maryland*, COUNTY OF *St. Mary's*, to wit:  
I HEREBY CERTIFY that on this *18th* day of *November*  
19 *91* before me, the subscriber, a Notary Public in the county aforesaid, personally  
appeared *Jimie Hawk* and that he/she/they acknowledged  
the foregoing Public Works Agreement to be his/her/their act.  
WITNESS my hand and Notarial Seal.

*Ruth D. Gilmore*

Notary Public

RUTH D. GILMORE  
NOTARY PUBLIC STATE OF MARYLAND  
My Commission Expires May 23, 1994



LIBER 005 479

EXHIBIT A  
STATEMENT OF  
PROPOSED WATER FACILITIES  
AND PHASING

PROJECT NAME: Karsh Professional Office Bldg. TOTAL # OF PHASES: 1  
DEVELOPER: Jerome A. Karsh, D.D.S.

PHASE 1

PLAT REF: Karsh Professional Office Bldg. # EDU's TO BE SERVED: 1  
PROJECTED CONSTRUCTION START DATE: 11/15/91  
PROJECTED CONSTRUCTION COMPLETION DATE: 3/15/92  
FACILITIES TO BE CONSTRUCTED\*: 1551.f. 12" Ductile Iron Pipe, 3/4" service line and appurtenances.

COMMISSION PARTICIPATION: Metcomm will pay for materials for a 12" D.I.P. water main & fire hydrant. Developer will pay for cost of installation. 12" line to be in place before C.D. Permit is issued.

PHASE 2

PLAT REF: # LOTS TO BE SERVED:  
PROJECTED CONSTRUCTION START DATE:  
PROJECTED CONSTRUCTION COMPLETION DATE:  
FACILITIES TO BE CONSTRUCTED\*:

COMMISSION PARTICIPATION:

PHASE 3

PLAT REF: # LOTS TO BE SERVED:  
PROJECTED CONSTRUCTION START DATE:  
PROJECTED CONSTRUCTION COMPLETION DATE:  
FACILITIES TO BE CONSTRUCTED\*:

COMMISSION PARTICIPATION:

(INDICATE ADDITIONAL PHASES ON SEPARATE SHEETS AS NECESSARY.)

\*The facilities listed also include FOR WATER PUMPING STATIONS: Wells, pumps, controls, generators, chlorinators, compressors, meters, valves, interior and exterior piping and appurtenances, together with all sites on which they are situate and 20' access to the same; FOR WATER STORAGE TANKS: Elevated storage tanks, standpipes, ground storage tanks, hydroneumatic tanks and surge tanks as required by the Commission, together with all sites on which they are situate and

USER 005 480

20' access to the same: FOR DISTRIBUTION SYSTEMS: Mains, fire hydrants, valves and valve boxes, fittings, blow offs, water house connections, water house service lines, curb stops, curb stop boxes, water meter settings and appurtenances, together with 20' permanent easements over the same for maintenance and modifications of and connection to these facilities; along with any and all other facilities or appurtenances which in any way could be construed as part of the water system.

\*\* In the event the Commission is to participate in the cost of construction, payment of the Commission's share will be made in increments consistent with the work in place.

Commission:

*SPC*

(Initials)

Developer:

*[Signature]*

(Initials)



LSER 005 481

EXHIBIT B

STATEMENT OF  
PROPOSED SEWERAGE FACILITIES  
AND PHASING

PROJECT NAME: Karsh Professional Office Bldg. TOTAL # OF PHASES: 1  
DEVELOPER: Jerome A. Karsh, D.D.S.

PHASE 1

PLAT REF: Karsh Professional Office Bldg. \* LOTS TO BE SERVED: 1  
PROJECTED CONSTRUCTION START DATE: 11/15/91  
PROJECTED CONSTRUCTION COMPLETION DATE: 3/15/92  
FACILITIES TO BE CONSTRUCTED\*: Sanitary sewer service line.

COMMISSION PARTICIPATION:

PHASE 2

PLAT REF: \* LOTS TO BE SERVED:  
PROJECTED CONSTRUCTION START DATE:  
PROJECTED CONSTRUCTION COMPLETION DATE:  
FACILITIES TO BE CONSTRUCTED\*:

COMMISSION PARTICIPATION:

PHASE 3

PLAT REF: \* LOTS TO BE SERVED:  
PROJECTED CONSTRUCTION START DATE:  
PROJECTED CONSTRUCTION COMPLETION DATE:  
FACILITIES TO BE CONSTRUCTED\*:

COMMISSION PARTICIPATION:

(INDICATE ADDITIONAL PHASES ON SEPARATE SHEETS AS NECESSARY.)

\* The facilities also include for WASTEWATER PUMPING STATIONS: pumps, wet wells, generators, compressors, meters, valves, interior and exterior piping and appurtenances, together with all sites on which they are situated and 20' access to the same. FOR WASTEWATER TREATMENT PLANTS: Storage lagoons, physical plants influent and effluent lines, lift stations, generators, together with all sites on which they are situated and 20' access to the same; FOR COLLECTION SYSTEMS: Collector and lateral sewers, interceptor sewers, force mains, sewer house



LIBER 005 483

**PUBLIC WORKS AGREEMENT**

12:56PM04/06/92E HEDON \$0.00

**THIS AGREEMENT** by and between the ST. MARY'S COUNTY METROPOLITAN COMMISSION, hereinafter the "Commission" and SBC Development Company hereinafter the "Developer".

**WHEREAS,** the Commission is responsible for all water and sewerage projects in the tenth Sanitary District, and,

**WHEREAS,** the Developer is developing certain real property within the said Sanitary District known and described as Charlotte Hall Business Park and,

**WHEREAS,** the Developer, whether by requirement of the County or by choice desires to construct central water facilities, hereinafter the "facilities", to serve the aforementioned property, and,

**WHEREAS,** the Developer seeks the approval of the Commission for the construction of such facilities, and,

**WHEREAS,** the Concept Plan for the aforementioned development has been submitted to and approved by the Board of County Commissioners of St. Mary's County or their duly appointed agent.

**NOW THEREFORE,** in consideration of the premises and of the mutual covenants and agreements herein, it is agreed by the parties as follows:

**FIRST:** The Developer shall design the facilities in accordance with the St. Mary's County Standard Specifications for Water and Sewerage Construction, the Comprehensive Water and Sewerage Plans for St. Mary's County and any other rules, regulations, directives or special instructions issued by the Commission for the State and Federal Governments.

**SECOND:** The Developer shall submit a statement to be included as Exhibit A and/or B of this document, setting forth a proposed phasing for the construction of the facilities and a proposed schedule of completion for said phase or phases, said statement to be subject to the approval of the Commission. The Developer shall also submit an itemized engineer's estimate of the total cost to complete the facilities for each phase of the development as it occurs, such estimates also being subject to the approval of the Commission. The Developer shall also submit a copy of the deed proving he/she is the sole owner, or a legal opinion/certification listing all other parties with an interest in the property.

**THIRD:** On or before the signing of this Agreement by the parties, the Developer shall furnish a bond or bonds, the form of surety or sureties thereof to be as approved by the Commission. Said bond shall be payable to the Commission, its successors and assigns in a sum equal to the aforesaid engineering estimate for the cost of constructing the facilities, plus ten percent for contingencies, or the amount of the contract prices, whichever is higher, conditioned that the Developer shall well and truly perform and fulfill the

LEBER 005 484

covenants, conditions, stipulations and terms of this Agreement, such bond or bonds to be and remain in force until such time as the warranty period on the completed facilities expires; it being understood that bonding may be accomplished incrementally in accordance with the phases and schedule established under paragraph SECOND above; it being further understood that alternatives to bonding, such as Irrevocable Letters of Credit or Irrevocable Commitments of Funds may be approved by the Commission.

**FOURTH:** The Developer shall pay to the Commission the following fees:

Review Fees: \$ 855.00 based upon \$ N/A per residential lot,  
or EDU and, \$ 45.00 per commercial lot or EDU payable upon  
execution of this Agreement.

Inspection Fees: \$ 3179.00 based upon 3% of the Bond or Letter of Credit  
payable upon execution of this Agreement. Said amount shall be  
placed in an account by the Commission and shall be drawn upon from  
time to time to reimburse the Commission for the direct and indirect  
cost of said inspection service, and if said cost is less than the  
inspection fee initially collected, the remaining balance shall be  
returned to the Developer or, if the final total inspection cost is more  
than the inspection fee initially collected, the Developer shall pay to  
the Commission the difference. The Commission may, at its option,  
elect to have the responsibility for construction inspection and assurance  
that all work is performed in accordance with the approved plans and  
specifications remain with the Developer and, accordingly, no fee will  
be charged. In this latter case, upon the project's completion, the  
Developer shall provide to the Commission a Project Completion  
Certification, Attachment (C), signed by a professional engineer  
registered in the State of Maryland.

Connection Charges: \$ 1710.00 based upon \$ 90.00 per connection  
upon execution of this Agreement or the time a connection permit is  
issued.

Debt Serve Charge: \$ 0.00 per month based upon N/A  
front feet at \$ N/A front foot per year payment beginning  
at the time capacity allocation is made (Record Plat Approval)  
or service available, whichever occurs first.

Sewer Service Charge: \$ 0.00 per month based upon \$  
per month per EDU beginning when service is utilized. This  
Service Charge reflects the currently approved rate and is  
subject to change.

Water Service Charge: \$ 191.90 per month based upon \$ 10.10  
per month per meter and \$ per month per meter beginning when  
service is utilized. This Service Charge reflects the currently approved rate  
and is subject to change.

LIBER 005 185

Water Supply Fees: \$ N/A per EDU for developments without supply (wells) that utilize the public water system, payable upon:

1. The time the Use and Occupancy is issued or,
2. The time the Developer sells an individual lot or lots or,
3. The 365th day after the execution of this Agreement or,

whichever occurs first.

Water Storage Fees: \$ N/A per EDU for developments without storage facilities that utilize the public water system, payable upon:

1. The time the Use and Occupancy is issued or,
2. The time the Developer sells an individual lot or lots or,
3. The 365th day after the execution of this Agreement or,

whichever occurs first.

**FIFTH:** The Developer shall construct all of the facilities set forth in Exhibit A and/or B of this document, according to the schedule and in the phase or phases of construction indicated therein, and that in the case of multi-phased projects, no phase beyond the first shall be commenced, until the facilities constructed under all previous phases have been approved and accepted by the Commission.

**SIXTH:** The Developer shall construct the facilities in accordance with final plans and specifications, and any amendments thereto, submitted to and approved by the Commission. Further, no work in connection with the construction of the facilities shall be commenced prior to the time the Commission has approved said final plans and specifications and the Developer has applied for and secured from the Commission a permit authorizing such construction. Within sixty days after the construction of any phase is completed, a completed set of "As-Built" drawings shall be submitted to the Commission.

**SEVENTH:** The Developer shall make available the property being improved to any duly authorized representative of the Commission at all reasonable times for the purpose of inspecting the construction of the facilities.

**EIGHTH:** Upon completion and acceptance by the Commission of the facilities as set forth in paragraph SECOND above, the Developer, when requested to do so by the Commission, agrees to convey all of the facilities with the appropriate sites, easements, and rights-of-way to the Commission for the nominal sum of One Dollar (\$1.00) and to provide all documentation and assurances of title as are requested by the Commission in connection with said proposed conveyances.

**NINTH:** No premises within the project to be connected to the facilities shall be occupied or used for any purpose whether or not sold by the Developer to others, unless and until such time as the facilities have been completed in accordance with the aforesaid plans, specifications and schedule and have been inspected, approved and accepted by the Commission and the Developer so notified in writing by the Commission.

LIBER 005 486

TENTH: In the event of a dispute between the parties as to the subject matter of this Agreement, the dispute can be submitted to arbitration if the parties hereto mutually agree, or in a court of competent jurisdiction within the State of Maryland and St. Mary's County.

ELEVENTH: This Agreement shall be binding on and insure to the benefit of the heirs, successors, personal representatives and assigns of the parties hereto.

TWELFTH: The Developer shall warrantee all mechanical, electrical and control facilities for a period of twelve months and all earthwork for a period of eighteen months after they have been conveyed to the Commission. Failure of any of the facilities to perform properly or meet the conditions of paragraph FIRST shall be corrected as soon as possible after notification by the Commission. Failure of facilities to perform due to neglect or misuse by the Commission will void appropriate portion of the warranties. The warranties shall cover the cost of labor, equipment, and materials needed to correct any problems with said facilities.

WITNESS the hands and seals of the parties hereto, this day of

ATTEST: ST. MARY'S COUNTY METROPOLITAN COMMISSION

[Signature] Secretary By [Signature] Chairman

ATTEST: SBC Development Company, DEVELOPER / PROPERTY OWNERS

By [Signature] John K. Farrell Jr.

By [Signature] F. Elliott Burch, Jr.

By \_\_\_\_\_ Mortgagee

STATE OF MARYLAND, COUNTY OF ST. MARY'S, to wit:  
I HEREBY CERTIFY that on this 10th day of March, 1992, before me, a Notary Public in and for the County of St. Mary's aforesaid personally appeared Frances P. Eagon, Chairman of the St. Mary's County Metropolitan Commission, and on behalf of said Commission did acknowledge the foregoing instrument to be the act and deed of the St. Mary's County Metropolitan Commission.

WITNESS my hand and Notarial Seal.

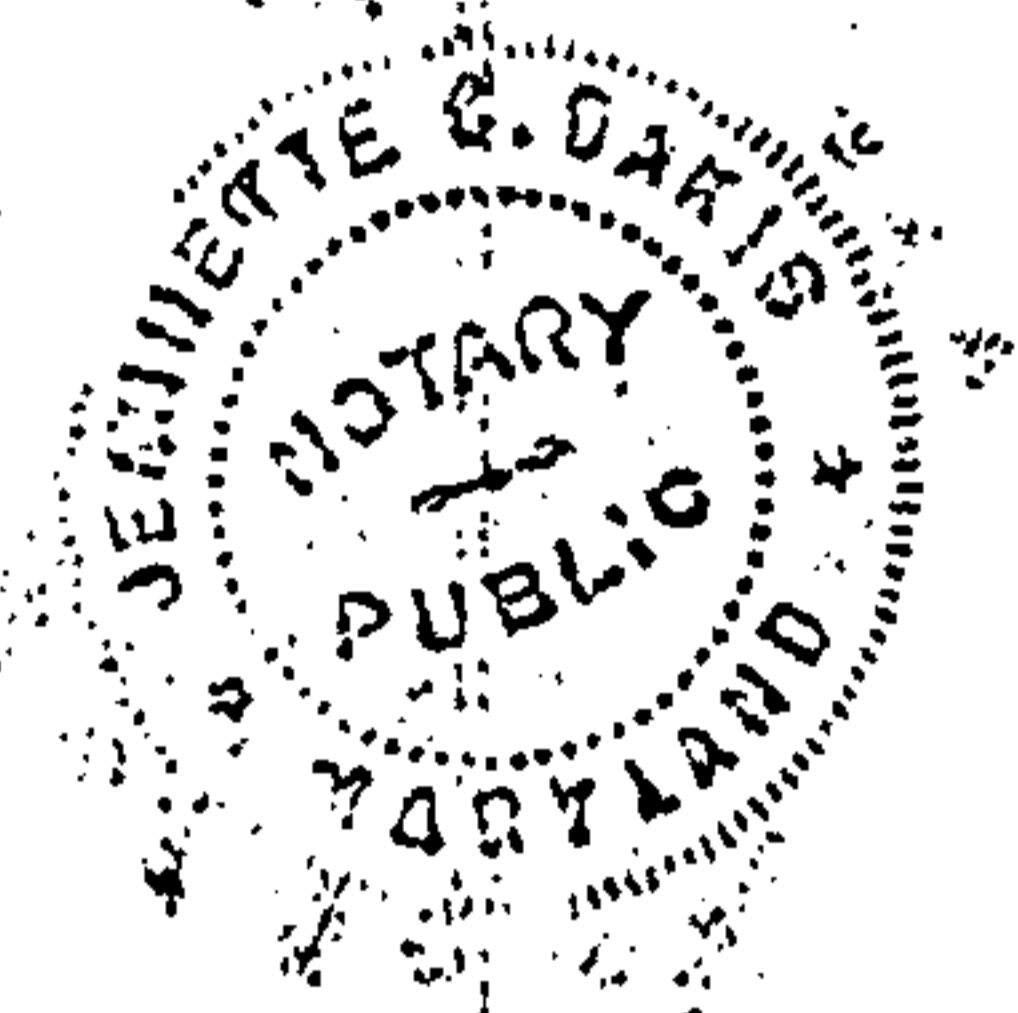
[Signature]  
Notary Public  
my commission expires 2/1/96.

LIBER 005 487

STATE OF MARYLAND , COUNTY OF ST. MARY'S , to wit:

I HEREBY CERTIFY that on this 4th day of December 19 91 before me, the subscriber, a Notary Public in the county aforesaid, personally appeared F. Elliott Burch, Jr. and John K. Parlett, Jr. and that he/one/they ecknowledged the aforesaid Public Works Agreement to be his/hers/their act.

WITNESS my hand and Notarial Seal.



*Jennifer G. Davis*  
Notary Public

My Commission Expires June 1, 1992

LBER 005 488

EXHIBIT A  
STATEMENT OF  
PROPOSED WATER FACILITIES  
AND PHASING

PROJECT NAME: Charlotte Hall Business Park      TOTAL # OF PHASES: One  
DEVELOPER: SBC Development Company

PHASE 1

PLAT REF: Charlotte Hall Business Park      # EDU's TO BE SERVED: 19  
PROJECTED CONSTRUCTION START DATE: 12/15/91  
PROJECTED CONSTRUCTION COMPLETION DATE: 6/15/92  
FACILITIES TO BE CONSTRUCTED\*: Water pumping station & water distribution system. \*\*\* See  
Page two of Exhibit A.

COMMISSION PARTICIPATION:

PHASE 2

PLAT REF:      # LOTS TO BE SERVED:  
PROJECTED CONSTRUCTION START DATE:  
PROJECTED CONSTRUCTION COMPLETION DATE:  
FACILITIES TO BE CONSTRUCTED\*:

COMMISSION PARTICIPATION:

PHASE 3

PLAT REF:      # LOTS TO BE SERVED:  
PROJECTED CONSTRUCTION START DATE:  
PROJECTED CONSTRUCTION COMPLETION DATE:  
FACILITIES TO BE CONSTRUCTED\*:

COMMISSION PARTICIPATION:

(INDICATE ADDITIONAL PHASES ON SEPARATE SHEETS AS NECESSARY.)

\*The facilities listed also include FOR WATER PUMPING STATIONS: Wells, pumps, controls, generators, chlorinators, compressors, meters, valves, interior and exterior piping and appurtenances, together with all sites on which they are situate and 20' access to the same; FOR WATER STORAGE TANKS: Elevated storage tanks, standpipes, ground storage tanks, hydroneumatic tanks and surge tanks as required by the Commission, together with all sites on which they are situate and



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20' access to the same: FOR DISTRIBUTION SYSTEMS: Mains, fire hydrants, valves and valve boxes, fittings, blow offs, water house connections, water house service lines, curb stops, curb stop boxes, water meter settings and appurtenances, together with 20' permanent easements over the same for maintenance and modifications of and connection to these facilities; along with any and all other facilities or appurtenances which in any way could be construed as part of the water system.

\*\* In the event the Commission is to participate in the cost of construction, payment of the Commission's share will be made in increments consistent with the work in place.

Commission: \_\_\_\_\_

(Initials)

Developer: \_\_\_\_\_

(Initials)

## \*\*\*Water Supply

1. Developer shall provide a permanent 8" diameter line connected to the Village Center Water System. Permission to make such a connection, necessary easements, fees to be paid, etc., as they relate to the Village Center Water System, will be the responsibility of the Developer.
2. Prior to the development of any other facilities in the Developer's project, a well with appurtenances sufficient in size to meet the demands of the total project be installed and made operational.

## \*\*\*Water Storage

The storage requirement necessitated by the proposed medical building will be satisfied by the storage available in the Village Center Water System. At such time as additional facilities are to be constructed with the project, one of the following will be required:

1. Construction and inspection of an elevated storage tank sufficient in size to meet the requirements of the total project, or,
2. A fee in lieu of storage facilities will be paid which will be utilized to provide an interconnection with the Charlotte Hall Veterans Home Water System.

*Del. Liza Sherman*

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EVELYN W. ARNOLD, CLERK

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**PUBLIC WORKS AGREEMENT**

12:56PM04/06/92E REC'DM \$0.00

**THIS AGREEMENT** by and between the ST. MARY'S COUNTY METROPOLITAN COMMISSION, hereinafter the "Commission" and The Humphries Companies /Hamel Commercial, Inc. hereinafter the "Developer".

**WHEREAS**, the Commission is responsible for all water and sewerage projects in the eighth Sanitary District, and,

**WHEREAS**, the Developer is developing certain real property within the said Sanitary District known and described as Spring Valley Apts. and,

**WHEREAS**, the Developer, whether by requirement of the County or by choice desires to construct central water and sewerage facilities, hereinafter the "facilities", to serve the aforementioned property, and,

**WHEREAS**, the Developer seeks the approval of the Commission for the construction of such facilities, and,

**WHEREAS**, the Concept Plan for the aforementioned development has been submitted to and approved by the Board of County Commissioners of St. Mary's County or their duly appointed agent.

**NOW THEREFORE**, in consideration of the premises and of the mutual covenants and agreements herein, it is agreed by the parties as follows:

**FIRST:** The Developer shall design the facilities in accordance with the St. Mary's County Standard Specifications for Water and Sewerage Construction, the Comprehensive Water and Sewerage Plans for St. Mary's County and any other rules, regulations, directives or special instructions issued by the Commission for the State and Federal Governments.

**SECOND:** The Developer shall submit a statement to be included as Exhibit A and/or B of this document, setting forth a proposed phasing for the construction of the facilities and a proposed schedule of completion for said phase or phases, said statement to be subject to the approval of the Commission. The Developer shall also submit an itemized engineer's estimate of the total cost to complete the facilities for each phase of the development as it occurs, such estimates also being subject to the approval of the Commission. The Developer shall also submit a copy of the deed proving he/she is the sole owner, or a legal opinion/certification listing all other parties with an interest in the property.

**THIRD:** On or before the signing of this Agreement by the parties, the Developer shall furnish a bond or bonds, the form of surety or sureties thereof to be as approved by the Commission. Said bond shall be payable to the Commission, its successors and assigns in a sum equal to the aforesaid engineering estimate for the cost of constructing the facilities, plus ten percent for contingencies, or the amount of the contract prices, whichever is higher, conditioned that the Developer shall well and truly perform and fulfill the

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covenants, conditions, stipulations and terms of this Agreement, such bond or bonds to be and remain in force until such time as the warranty period on the completed facilities expires; it being understood that bonding may be accomplished incrementally in accordance with the phases and schedule established under paragraph SECOND above; it being further understood that alternatives to bonding, such as Irrevocable Letters of Credit or Irrevocable Commitments of Funds may be approved by the Commission.

**FOURTH:** The Developer shall pay to the Commission the following fees:

Review Fees: \$ 9600.00 based upon \$ 75.00 per residential lot,  
or EDU and, \$ per commercial lot or EDU payable upon  
execution of this Agreement.

Inspection Fees: \$ 3302.00 based upon 3% of the Bond or Letter of Credit  
payable upon execution of this Agreement. Said amount shall be  
placed in an account by the Commission and shall be drawn upon from  
time to time to reimburse the Commission for the direct and indirect  
cost of said inspection service, and if said cost is less than the  
inspection fee initially collected, the remaining balance shall be  
returned to the Developer or, if the final total inspection cost is more  
than the inspection fee initially collected, the Developer shall pay to  
the Commission the difference. The Commission may, at its option,  
elect to have the responsibility for construction inspection and assurance  
that all work is performed in accordance with the approved plans and  
specifications remain with the Developer and, accordingly, no fee will  
be charged. In this latter case, upon the project's completion, the  
Developer shall provide to the Commission a Project Completion  
Certification, Attachment (C), signed by a professional engineer  
registered in the State of Maryland.

Connection Charges: \$ 4100.00 based upon \$ 410.00 per connection  
upon execution of this Agreement or the time a connection permit is  
issued.

Debt Serve Charge: \$ 1120.00 per month based upon 6400  
front feet at \$ 2.10 front foot per year payment beginning  
at the time capacity allocation is made (Record Plat Approval)  
or service available, whichever occurs first.

Service Charge: \$ 1416.42 per month based upon \$ (\$9.64 per EDU  
beginning when service is utilized. This \$18.25 per meter)  
Service Charge reflects the currently approved rate and is  
subject to change.

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Water Supply Fees: \$ 250.00 per EDU for developments without supply (wells) that utilize the public water system, payable upon:

1. The time the Use and Occupancy is issued or,
  2. The time the Developer sells an individual lot or lots or,
  3. The 365th day after the execution of this Agreement or,
- whichever occurs first.

Water Storage Fees: \$ 600.00 per EDU for developments without storage facilities that utilize the public water system, payable upon:

1. The time the Use and Occupancy is issued or,
  2. The time the Developer sells an individual lot or lots or,
  3. The 365th day after the execution of this Agreement or,
- whichever occurs first.

**FIFTH:** The Developer shall construct all of the facilities set forth in Exhibit A and/or B of this document, according to the schedule and in the phase or phases of construction indicated therein, and that in the case of multi-phased projects, no phase beyond the first shall be commenced, until the facilities constructed under all previous phases have been approved and accepted by the Commission.

**SIXTH:** The Developer shall construct the facilities in accordance with final plans and specifications, and any amendments thereto, submitted to and approved by the Commission. Further, no work in connection with the construction of the facilities shall be commenced prior to the time the Commission has approved said final plans and specifications and the Developer has applied for and secured from the Commission a permit authorizing such construction. Within sixty days after the construction of any phase is completed, a completed set of "As-Built" drawings shall be submitted to the Commission.

**SEVENTH:** The Developer shall make available the property being improved to any duly authorized representative of the Commission at all reasonable times for the purpose of inspecting the construction of the facilities.

**EIGHTH:** Upon completion and acceptance by the Commission of the facilities as set forth in paragraph SECOND above, the Developer, when requested to do so by the Commission, agrees to convey all of the facilities with the appropriate sites, easements, and rights-of-way to the Commission for the nominal sum of One Dollar (\$1.00) and to provide all documentation and assurances of title as are requested by the Commission in connection with said proposed conveyances.

**NINTH:** No premises within the project to be connected to the facilities shall be occupied or used for any purpose whether or not sold by the Developer to others, unless and until such time as the facilities have been completed in accordance with the aforesaid plans, specifications and schedule and have been inspected, approved and accepted by the Commission and the Developer so notified in writing by the Commission.

TENTH: In the event of a dispute between the parties as to the subject matter of this Agreement, the dispute can be submitted to arbitration if the parties hereto mutually agree, or in a court of competent jurisdiction within the State of Maryland and St. Mary's County.

ELEVENTH: This Agreement shall be binding on and insure to the benefit of the heirs, successors, personal representatives and assigns of the parties hereto.

TWELFTH: The Developer shall warrantee all mechanical, electrical and control facilities for a period of twelve months and all earthwork for a period of eighteen months after they have been conveyed to the Commission. Failure of any of the facilities to perform properly or meet the conditions of paragraph FIRST shall be corrected as soon as possible after notification by the Commission. Failure of facilities to perform due to neglect or misuse by the Commission will void appropriate portion of the warranties. The warranties shall cover the cost of labor, equipment, and materials needed to correct any problems with said facilities.

WITNESS the hands and seals of the parties hereto, this day of

ATTEST: ST. MARY'S COUNTY METROPOLITAN COMMISSION

*Thomas S. King*  
Secretary

By *Francis P. Egan*  
Chairman

The Humphries Companies/Hamel Commercial, Inc.,  
DEVELOPER / PROPERTY OWNERS

ATTEST: *[Signature]*

By *[Signature]*  
By *[Signature]*

Mortgagor

STATE OF MARYLAND, COUNTY OF ST. MARY'S, to wit:  
I HEREBY CERTIFY that on this 10th day of March, 1990, before me, a Notary Public in and for the County of St. Mary's aforesaid personally appeared Francis P. Egan, Chairman of the St. Mary's County Metropolitan Commission, and on behalf of said Commission did acknowledge the foregoing instrument to be the act and deed of the St. Mary's County Metropolitan Commission.

WITNESS my hand and Notarial Seal.

*Lillian P. Bryan*  
Notary Public  
*my commission expires 2/1/96.*

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STATE OF *Maryland*, COUNTY OF *Montgomery*, to wit:  
I HEREBY CERTIFY that on this *10<sup>th</sup>* day of *October*  
19*71* before me, the subscriber, a Notary Public in the county aforesaid, personally  
appeared *James I. Humphrey, Jr.* and that he/she/they acknowledged  
the foregoing Public Works Agreement to be his/her/their act.  
WITNESS my hand and Notarial Seal.

*Claudia M. Chow*  
Notary Public



✓ STATE OF *Maryland*, COUNTY OF *Howard*, to wit:  
I HEREBY CERTIFY that on this *8<sup>th</sup>* day of *November*  
19*91* before me, the subscriber, a Notary Public in the county  
aforesaid, personally appeared *J. Edward Hamel* and  
that he/she/they acknowledged the foregoing Public Works Agreement  
to be his/her/their act.  
WITNESS my hand and Notarial Seal.

*Veronica R. King*  
Notary Public



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EXHIBIT A

STATEMENT OF  
PROPOSED WATER FACILITIES  
AND PHASING

PROJECT NAME: Spring Valley Apts.  
DEVELOPER: The Humphries Companies

TOTAL # OF PHASES: 1

PHASE 1

PLAT REF: Spring Valley Apts.

# EDU'S TO BE SERVED: 128

PROJECTED CONSTRUCTION START DATE: 11/01/91

PROJECTED CONSTRUCTION COMPLETION DATE: 5/01/92

FACILITIES TO BE CONSTRUCTED\*: Water distribution system for 128 garden apartments.

COMMISSION PARTICIPATION: None

PHASE 2

PLAT REF:

# LOTS TO BE SERVED:

PROJECTED CONSTRUCTION START DATE:

PROJECTED CONSTRUCTION COMPLETION DATE:

FACILITIES TO BE CONSTRUCTED\*:

COMMISSION PARTICIPATION:

PHASE 3

PLAT REF:

# LOTS TO BE SERVED:

PROJECTED CONSTRUCTION START DATE:

PROJECTED CONSTRUCTION COMPLETION DATE:

FACILITIES TO BE CONSTRUCTED\*:

COMMISSION PARTICIPATION:

(INDICATE ADDITIONAL PHASES ON SEPARATE SHEETS AS NECESSARY.)

\*The facilities listed also include FOR WATER PUMPING STATIONS: Wells, pumps, controls, generators, chlorinators, compressors, meters, valves, interior and exterior piping and appurtenances, together with all sites on which they are situate and 20' access to the same; FOR WATER STORAGE TANKS: Elevated storage tanks, standpipes, ground storage tanks, hydroneumatic tanks and surge tanks as required by the Commission, together with all sites on which they are situate and





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service lines, air release valves, house connections, together with 20' permanent easements over the same for maintenance and modification of connection to these facilities; along with any and all other facilities or appurtenances which in any way could be construed as part of the sewerage system.

\*\* In the event the Commission is to participate in the cost of construction, payment of the Commission's share will be made in increments consistent with the work in place.

Commission:

*SPC*

(Initials)

Developer:

*JA*

(Initials)

Developer:

*JTH*

(Initials)

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EXHIBIT B

STATEMENT OF  
PROPOSED SEWERAGE FACILITIES  
AND PHASING

PROJECT NAME: Spring Valley Apts. TOTAL # OF PHASES: 1  
DEVELOPER: The Humphries Companies

PHASE 1

PLAT REF: Spring Valley Apts. # LOTS TO BE SERVED: 128  
PROJECTED CONSTRUCTION START DATE: 11/01/91  
PROJECTED CONSTRUCTION COMPLETION DATE: 5/01/92  
FACILITIES TO BE CONSTRUCTED\*: Wastewater collection system for 128 garden apartments.

COMMISSION PARTICIPATION:

PHASE 2

PLAT REF: # LOTS TO BE SERVED:  
PROJECTED CONSTRUCTION START DATE:  
PROJECTED CONSTRUCTION COMPLETION DATE:  
FACILITIES TO BE CONSTRUCTED\*:

COMMISSION PARTICIPATION:

PHASE 3

PLAT REF: # LOTS TO BE SERVED:  
PROJECTED CONSTRUCTION START DATE:  
PROJECTED CONSTRUCTION COMPLETION DATE:  
FACILITIES TO BE CONSTRUCTED\*:

COMMISSION PARTICIPATION:

(INDICATE ADDITIONAL PHASES ON SEPARATE SHEETS AS NECESSARY.)

\* The facilities also include for WASTEWATER PUMPING STATIONS: pumps, wet wells, generators, compressors, meters, valves, interior and exterior piping and appurtenances, together with all sites on which they are situated and 20' access to the same. FOR WASTEWATER TREATMENT PLANTS: Storage lagoons, physical plants influent and effluent lines, lift stations, generators, together with all sites on which they are situated and 20' access to the same; FOR COLLECTION SYSTEMS: Collector and lateral sewers, interceptor sewers, force mains, sewer house

*Dul. Liz. Hummer*

APR 13 1992

EVELYN W. ARNOLD, CLERK