

PUBLIC WORKS AGREEMENT

THIS PUBLIC WORKS AGREEMENT, executed this 13 day of July 2000, by and between the ST, MARY'S COUNTY METROPOLITAN COMMISSION (hereinafter, the "Commission"),  
Thomas B. Watts, (hereinafter, the "Developer"),  
Thomas B. Watts, (hereinafter, the "Owner") and  
Maryland Bank and Trust Company, (hereinafter, the "Lender #1" Letter of Credit holder),

RECORDING FEE 0.00  
TOTAL 0.00  
REF#SMBE (CPT#999999  
EMA TLC Bk#179  
Nov 01, 2002 02:45 PM

WITNESSETH

WHEREAS, the Commission is responsible for all water and sewerage projects in the Eighth (8th) Sanitary District of St. Mary's County, Maryland (the "County"); and,

WHEREAS, Owner is the owner in fee simple of all that lot, tract or parcel of land located in St. Mary's County, Maryland, subject to this Agreement, more particularly described at Exhibit C, attached hereto and incorporated herein, (hereinafter referred to as the "Property"); and,

WHEREAS, the Developer is developing the Property situated within said Sanitary District of St. Mary's County, Maryland, known and further described as Hunting Quarter Section 2D, hereinafter referred to as the "Project"; and,

WHEREAS, the Developer, either by requirement of St. Mary's County or by choice, desires to construct certain central sewage facilities and/or central water facilities (the "Facilities"), to serve the Project; and,

WHEREAS, the Developer seeks the approval of the Commission for the construction

of the Facilities; and,

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

**WHEREAS**, Developer 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 St. Mary's County and any other rules, regulations, directives or special instructions issued by the Commission for the State of Maryland and the Federal Government; and,

**WHEREAS**, Developer has submitted a statement(s) included as Exhibit   A   \_\_\_\_\_ and/or Exhibit   B  , attached hereto and incorporated herein, setting forth a proposed phasing for the construction of the Facilities and a proposed schedule of completion for said phase or phases, said statement having been approved by the Commission. The Developer has also submitted an itemized engineer's estimate which has been approved by the Commission.

**WHEREAS**, Developer has furnished a Performance and Payment bond or Irrevocable Letter of Credit which has been approved by the Commission, a copy of which appears at Exhibit   D   \_\_\_\_\_, payable to the Commission, its successors and assigns, in an amount of \$ 99,577.00 \_\_\_\_\_ conditioned that the Developer shall well and truly perform and fulfill the covenants, conditions and terms of this Agreement, and shall assure payment for all materials utilized and work performed, all of which shall remain in force until the expiration of the warranty period as set forth in Paragraph EIGHTH.

**WHEREAS**, Developer has conveyed unto the Commission any and all required interest in the real property subject to development of the Facilities within the Project, including necessary interest in fee, as well as easements, rights of entry and other rights of way, as required by the Commission, more particularly set forth in Exhibit N/A \_\_\_\_\_, hereinafter referred to as "Commission Property"; and,

**WHEREAS**, Lender #1 is the holder of a recorded security interest in the Property; and,

**WHEREAS**, Lender #2, if any, and Owner, if different from Developer, have joined in the execution of these presents to acknowledge the obligations of the Developer set forth herein;

**NOW THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:**

**FIRST:** The Commission shall grant unto Developer a right of entry onto the Commission Property for the purpose of construction and maintenance of the Facilities, provided, however, that Developer hold the Commission harmless for and indemnifies the Commission against any and all losses or damages incurred by the Commission during such time as Developer occupies such Commission Property, and further provided that Developer presents evidence of insurance coverage satisfactory to the Commission, including the naming the Commission as an additional insured, protecting all interests of the Commission.

**SECOND:** Developer shall construct all of the Facilities according to the schedule and in the phase or phases of construction as set forth herein, and in the case of multi-phased projects, no phase beyond the first shall be commenced until the Facilities under any of the previous phases have been approved and accepted by the Commission.

**THIRD:** Developer shall construct the Facilities in accordance with final plans and specifications, and amendments thereto, as approved by the Commission. In the event that final plans and specifications have not been approved at the time of execution of this Agreement, no work in connection with the construction of the Facilities shall be commenced prior to the approval by the Commission of such plans and specifications. Furthermore, within sixty (60) days after the construction of any phase of the Facilities is completed and approved, a completed set of "As-Built Mylar Drawings" shall be submitted to the Commission.

**FOURTH:** Developer shall maintain the Performance and Payment Bond or Letter of Credit provided in Exhibit D, for the period of construction of the Facilities, and for the period of the required warrantee as set forth herein.

**FIFTH:** Developer shall make available the Property to duly authorized representative of the Commission at all reasonable times for purposes of inspecting construction of the Facilities.

**SIXTH:** Developer shall pay the following fees and charges:

**Inspection Charges:** \$3,485.00 based upon 3.5% of the Performance and Payment Bond or Irrevocable 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 Charge initially collected, the remaining balance shall be returned to the Developer or, if the total Inspection cost is more than the Inspection Charge initially collected, the Developer shall

pay to the Commission the difference. This Charge reflects the currently approved rate and is subject to change.

**Connection Charges:** \$2,002.00 based upon \$91.00

         per connection payable upon execution of this Agreement or at the time a connection permit is issued. This Charge reflects the currently approved rate and is subject to change.

**Sewer Benefit Assessment Charge:** Currently being billed under account #10556.

**Sewer Impact Fees:** \$1,320.00 based upon \$60.00

         per lot or EDU, applied for future upgrade of the Forrest Run Pump Station. This fee is levied because this section of the project lies entirely out of the designed service area for the above mentioned pump station. This Charge reflects the currently approved rate and is subject to change.

**Sewer Service Charge:** \$344.30 per month based upon \$15.65 per

month per EDU beginning when the service is utilized. This Service Charge reflects the currently approved rate and is subject to change.

**Water Service Charge:** \$220.44 per month based upon

\$10.02 per month per meter for service and N/A per month per meter for Ready-to-Serve charge, beginning when the service is utilized. The meter will be read on a quarterly basis with an allowance of 18,000 gallons per quarter. **\$1.67/1,000** gallons will be charged over the 18,000 gallon limit. This Service Charge reflects the currently approved rate and is subject to change.

**Water Supply Fees:** N/A per EDU for development without supply

(wells) that utilize the public water system, payable as set forth below:

1. Payment in full at the time this Public Works Agreement is executed;  
or
2. Payment in full anytime between the date of this Agreement and up to 365 days thereafter with a deferment charge of 10% per annum pro rated per diem to the date of payment. Payment date not to exceed 365 days after date of execution of this agreement.\* This Charge

reflects the currently approved rate and is subject to change.

**Water Storage Fees:** N/A per EDU for developments without storage facilities that utilize the public water system, payable as set forth below:

1. Payment in full at the time this Public Works Agreement is executed;  
or
2. Payment in full anytime between the date of this Agreement and up to 365 days thereafter with a deferment charge of 10% per annum pro rated per diem to the date of payment. Payment date not to exceed 365 days after date of execution of this Agreement.\* This Charge

reflects the currently approved rate and is subject to change.

**Treatment Capacity Charge:** \$500.00 per EDU for the allocation of capacity at the Pine Hill Run Waste Water Treatment Plant, payable as set forth below:

1. Payment in full at the time this Public Works Agreement is executed;  
or
2. Payment in full anytime between the date of this Agreement and up to

365 days thereafter with a deferment charge of 10% per annum pro rated per diem to the date of payment. Payment date not to exceed 365 days after date of execution of this Agreement.\* This Charge reflects the currently approved rate and is subject to change.

\* If this option is selected, a bond in the amount of 110% of the amount due (\$12,100.00) will be required.

**SEVENTH:** No premises within the Project to be connected to the Facilities shall be occupied or used for any purpose whatsoever prior to the Facilities being accepted by the Commission without the express written prior approval of the Commission.

**EIGHTH:** Developer shall warrantee all mechanical, electrical and control Facilities for a period of twelve (12) months and all earthwork and associated underground construction for a period of eighteen (18) months after approval and acceptance by the Commission. The warranties shall cover the cost of labor, equipment and materials necessary to correct any problems with the Facilities.

**NINTH:** The Parties hereto expressly acknowledge that the following shall constitute events of Default of this Agreement:

1. Failure of Developer to construct the Facilities according to the schedule and in the phase or phases as set forth herein.
2. Failure of Developer to construct the Facilities in accordance with the approved plans and specifications approved by the Commission, as set forth herein.
3. Failure of Developer to provide a complete set of "Mylar Drawings" pursuant to ¶ **THIRD** above.

4. Failure of Developer to maintain the required bond for the period of construction and warranty of the Facilities.
5. Failure of Developer to prosecute work according to standard specifications.
6. Failure of Developer to respond to requests to honor warranties within a reasonable time schedule, such schedule to be established by the Commission.
7. Failure of Developer to perform any of the terms and conditions of this Agreement.

**TENTH:** The parties hereto acknowledge and agree that in an event of Default the Commission may take any or all of the following actions:

1. Notify Developer to Stop Work.
2. Demand that Developer vacate Commission Property.
3. Notify Developer of intention to call bond.

The Commission may, in its sole discretion and for the benefit of the project, give Developer a reasonable period to cure an event of Default. Failure of Developer to cure Default during such cure period shall constitute an event of continuing Default, with all remedies available to the Commission. Forbearance by the Commission shall not constitute a waiver of its rights to declare subsequent default.

**ELEVENTH:** 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.

**TWELFTH:** This Agreement shall be binding upon and inure to the benefit of the heirs, successors, personal representatives and assigns of the parties hereto.

**WITNESS THE HANDS AND SEALS OF THE PARTIES HERETO THE DAY AND YEAR FIRST ABOVE WRITTEN:**

WITNESS the hands and seals of the parties hereto, this 13 day of July 2000

ATTEST:

ST. MARY'S COUNTY METROPOLITAN  
COMMISSION

Lillian J. Bryan

Secretary

By: Valentino L. Johnson, Sr.  
Valentino L. Johnson, Sr.

Chairman

ATTEST:

DEVELOPER

Louise F. Bess

By: Thomas B. Watts  
Thomas B. Watts

PROPERTY OWNER

By: Thomas B. Watts  
Thomas B. Watts

Louise F. Bess

LENDER #1: Maryland Bank & Trust

By: Jeffrey J. Taylor  
Jeffrey J. Taylor, Vice President

EXHIBITS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(COMMISSION)STATE OF MARYLAND

COUNTY OF ST. MARY'S,

to wit:

I HEREBY CERTIFY that on this 13<sup>th</sup> day of July 2000

before me a Notary Public in and for the County of St. Mary's aforesaid personally appeared Valentino L. Johnson Sr. 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

LiByan Notary Public

My Commission Expires: 02/01/04.

(DEVELOPER)STATE OF

md

COUNTY OF

St Mary's to wit:

I HEREBY CERTIFY that on this 17 day of May, 2000 before me,

the subscriber, a Notary Public in the county aforesaid, personally appeared \_\_\_\_\_

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.

Valerie L. Buckner Notary Public

My Commission Expires: \_\_\_\_\_

*Valerie L. Buckner*  
Notary Public State of Maryland  
My Commission Expires May 1, 2002

(OWNER)STATE OF Maryland

COUNTY OF St Mary's to wit:

I HEREBY CERTIFY that on this 17 day of May, 2000 before me, the subscriber, a Notary Public in the county aforesaid, personally appeared 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.

Valerie L. Buchner Notary Public

My Commission Expires: Valerie L. Buchner  
**Notary Public State of Maryland**  
**My Commission Expires May 1, 2002**

(LENDER #1)

STATE OF Maryland

COUNTY OF St Mary's to wit:

I HEREBY CERTIFY that on this 17 day of May, 2000 before me, the subscriber, a Notary Public in the county aforesaid, personally appeared Jeffrey Taylor and that he/she/they acknowledged the execution of the foregoing Public Works Agreement to be his/her/their act.

WITNESS my hand and Notarial Seal.

Valerie L. Buchner Notary Public

My Commission Expires: Valerie L. Buchner  
**Notary Public State of Maryland**  
**My Commission Expires May 1, 2002**

(LENDER #2)

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

to wit:

I HEREBY CERTIFY that on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ before me, the subscriber, a Notary Public in the county aforesaid, personally appeared \_\_\_\_\_ and that he/she/they acknowledged the execution of the foregoing Public Works Agreement to be his/her/their act.

WITNESS my hand and Notarial Seal.

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

My Commission Expires: \_\_\_\_\_

EXHIBIT A  
STATEMENT OF  
PROPOSED WATER FACILITIES  
AND PHASING

PROJECT NAME: Hunting Quarter, Section 2D  
TOTAL # OF PHASES: ONE  
DEVELOPER: Thomas B. Watts

PHASE I:

PLAT REF: \_\_\_\_\_ # LOTS TO BE SERVED: 22

PROJECTED CONSTRUCTION START DATE: 01 June, 2000

PROJECTED CONSTRUCTION COMPLETION DATE: 01 November, 2000

FACILITIES TO BE CONSTRUCTED\*: Water distribution system with all appropriate appurtenances in accordance with the definition below and per the approved construction plans as signed by the Metropolitan Commission's Chief Engineer on 05/19/00

COMMISSION PARTICIPATION: NONE

\*The facilities listed also include FOR WATER PUMPING STATION: 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,



EXHIBIT B

STATEMENT OF  
PROPOSED SEWER FACILITIES  
AND PHASING

PROJECT NAME: Hunting Quarter, Section 2D

TOTAL # OF PHASES: ONE

DEVELOPER: Thomas B. Watts

PHASE I:

PLAT REF: \_\_\_\_\_ # LOTS TO BE SERVED: 22

PROJECTED CONSTRUCTION START DATE: 01 June, 2000

PROJECTED CONSTRUCTION COMPLETION DATE: 01 November, 2000

FACILITIES TO BE CONSTRUCTED\*: Sewerage collection system with all appropriate appurtenances in accordance with the definition below and per the approved construction plans as signed by the Metropolitan Commission's Chief Engineer on 05/19/00

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

COMMISSION PARTICIPATION: NONE

\*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





**EXHIBIT C**

**Property Description**

Being all the property more particularly described on a subdivision plat Titled

Hunting Quarter Section 2D and recorded among the Land Records of

St. Mary's County, Maryland in Liber EWA \_\_\_\_\_, Folio \_\_\_\_\_.

*Maryland Bank  
& Trust Company*

POST OFFICE BOX 340, LEXINGTON PARK, MARYLAND 20653-0340

TELEPHONE (301) 863-7061  
<http://www.mdbank.com>

May 5, 2000

St. Mary's County Metropolitan Commission  
43990 Commerce Ave  
Hollywood MD 20636

Re: IRREVOCABLE LETTER OF CREDIT NO 612  
Water & Sewer Construction  
Hunting Quarters, Section 2D  
Thomas B. Watts

Dear Sir:

We hereby authorize you or your transferee to draw on us at sight up to an aggregate amount of Ninety Nine Thousand Five Hundred Seventy Seven and 00/100 dollars (US\$99,577.00) to insure compliance with the Water & Sewer Construction Agreement by and between Thomas B. Watts and the St. Mary's County Metropolitan Commission.

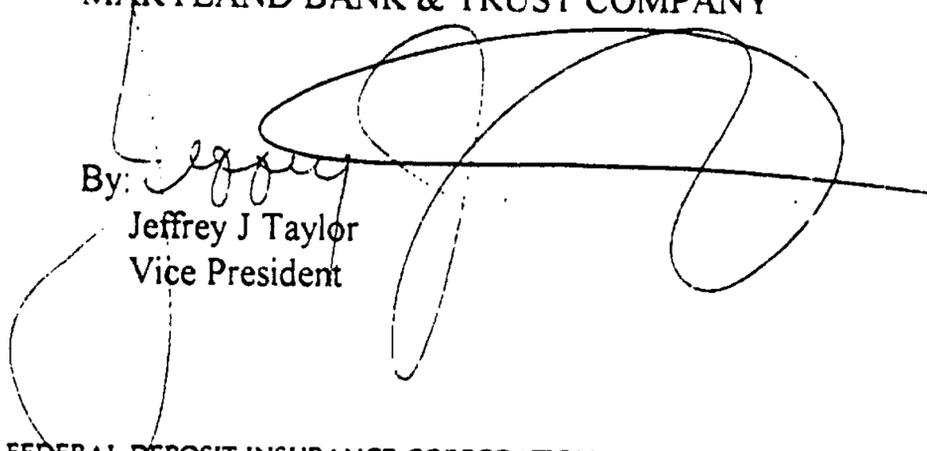
This Letter of Credit is irrevocable and transferable. It may be transferred without charge one or more times upon receipt of your written instructions. It will expire, unless renewed upon your written request, on May 5, 2002.

This Letter of Credit sets forth in full the terms of our obligation to you and such undertakings shall not in any way be modified or amplified by any agreement to which this letter relates, and any such reference shall not be deemed to incorporate herein by reference, any agreement.

We engage with you that drafts drawn under and in compliance with the terms of this Letter of Credit will be duly honored upon presentation.

Very truly yours,

MARYLAND BANK & TRUST COMPANY

By:   
Jeffrey J Taylor  
Vice President

JJT:mh

PUBLIC WORKS AGREEMENT

THIS PUBLIC WORKS AGREEMENT, executed this 23<sup>rd</sup> day of NOVEMBER, 1998, by and between the ST, MARY'S COUNTY METROPOLITAN COMMISSION (hereinafter, the "Commission"),

R.P.M. Homes, Inc., (hereinafter, the "Developer"),

R.P.M. Homes, Inc., (hereinafter, the "Owner") and

Maryland Bank and Trust, (hereinafter, the "Lender #1", Letter of Credit holder),

RECORDING FEE 0.00  
TOTAL 0.00  
Res#5002 Rpt#555555  
EWA TLC 01K#179  
Nov 01, 2002 02:46 PM

WITNESSETH

WHEREAS, the Commission is responsible for all water and sewerage projects in the Eighth (8th) Sanitary District of St. Mary's County, Maryland (the "County"); and,

WHEREAS, Owner is the owner in fee simple of all that lot, tract or parcel of land located in St. Mary's County, Maryland, subject to this Agreement, more particularly described at Exhibit D, attached hereto and incorporated herein, (hereinafter referred to as the "Property"); and,

WHEREAS, the Developer is developing the Property situated within said Sanitary District of St. Mary's County, Maryland, known and further described as Emerald Hills Estates, Phase 1, hereinafter referred to as the "Project"; and,

WHEREAS, the Developer, either by requirement of St. Mary's County or by choice, desires to construct certain central sewage facilities and/or central water facilities (the "Facilities"), to serve the Project; and,

WHEREAS, the Developer seeks the approval of the Commission for the construction

of the Facilities; and,

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

**WHEREAS**, Developer 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 St. Mary's County and any other rules, regulations, directives or special instructions issued by the Commission for the State of Maryland and the Federal Government; and,

**WHEREAS**, Developer has submitted a statement(s) included as Exhibit A \_\_\_\_\_ and/or Exhibit B \_\_\_\_\_, attached hereto and incorporated herein, setting forth a proposed phasing for the construction of the Facilities and a proposed schedule of completion for said phase or phases, said statement having been approved by the Commission. The Developer has also submitted an itemized engineer's estimate which has been approved by the Commission.

**WHEREAS**, Developer has furnished a Performance and Payment bond or Irrevocable Letter of Credit which has been approved by the Commission, a copy of which appears at Exhibit C \_\_\_\_\_, payable to the Commission, its successors and assigns, in an amount of \$ 102,135.00 \_\_\_\_\_ conditioned that the Developer shall well and truly perform and fulfill the covenants, conditions and terms of this Agreement, and shall assure payment for all materials utilized and work performed, all of which shall remain in force until the expiration of the warranty period as set forth in Paragraph EIGHTH.

**WHEREAS**, Developer has conveyed unto the Commission any and all required interest in the real property subject to development of the Facilities within the Project, including necessary interest in fee, as well as easements, rights of entry and other rights of way, as required by the Commission, more particularly set forth in Exhibit N/A \_\_\_\_\_, hereinafter referred to as "Commission Property"; and,

**WHEREAS**, Lender #1 is the holder of a recorded security interest in the Property; and,

**WHEREAS**, Lender #2, if any, and Owner, if different from Developer, have joined in the execution of these presents to acknowledge the obligations of the Developer set forth herein;

**NOW THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:**

**FIRST:** The Commission shall grant unto Developer a right of entry onto the Commission Property for the purpose of construction and maintenance of the Facilities, provided, however, that Developer hold the Commission harmless for and indemnifies the Commission against any and all losses or damages incurred by the Commission during such time as Developer occupies such Commission Property, and further provided that Developer presents evidence of insurance coverage satisfactory to the Commission, including the naming the Commission as an additional insured, protecting all interests of the Commission.

**SECOND:** Developer shall construct all of the Facilities according to the schedule and in the phase or phases of construction as set forth herein, and in the case of multi-phased projects, no phase beyond the first shall be commenced until the Facilities under any of the previous phases have been approved and accepted by the Commission.

**THIRD:** Developer shall construct the Facilities in accordance with final plans and specifications, and amendments thereto, as approved by the Commission. In the event that final plans and specifications have not been approved at the time of execution of this Agreement, no work in connection with the construction of the Facilities shall be commenced prior to the approval by the Commission of such plans and specifications. Furthermore, within sixty (60) days after the construction of any phase of the Facilities is completed and approved, a completed set of "As-Built Mylar Drawings" shall be submitted to the Commission.

**FOURTH:** Developer shall maintain the Performance and Payment Bond or Letter of Credit provided in Exhibit C, for the period of construction of the Facilities, and for the period of the required warrantee as set forth herein.

**FIFTH:** Developer shall make available the Property to duly authorized representative of the Commission at all reasonable times for purposes of inspecting construction of the Facilities.

**SIXTH:** Developer shall pay the following fees and charges:

**Inspection Charges:** \$3,575.00 based upon 3.5% of the Performance and Payment Bond or Irrevocable 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 Charge initially collected, the remaining balance shall be returned to the Developer or, if the total Inspection cost is more than the Inspection Charge initially collected, the Developer shall



365 days thereafter with a deferment charge of 10% per annum pro rated per diem to the date of payment. Payment date not to exceed 365 days after date of execution of this agreement. \*

**Water Storage Fees:** \$450.00 per EDU for developments without storage facilities that utilize the public water system, payable as set forth below:

1. Payment in full at the time this Public Works Agreement is executed;  
or
2. Payment in full anytime between the date of this Agreement and up to 365 days thereafter with a deferment charge of 10% per annum pro rated per diem to the date of payment. Payment date not to exceed 365 days after date of execution of this Agreement. \*

\* If this option is selected, a bond in the amount of 110% of the amount due (\$23,100.00) will be required.

**SEVENTH:** No premises within the Project to be connected to the Facilities shall be occupied or used for any purpose whatsoever prior to the Facilities being accepted by the Commission without the express written prior approval of the Commission.

**EIGHTH:** Developer shall warrantee all mechanical, electrical and control Facilities for a period of twelve (12) months and all earthwork and associated underground construction for a period of eighteen (18) months after approval and acceptance by the Commission. The warranties shall cover the cost of labor, equipment and materials necessary to correct any problems with the Facilities.

**NINTH:** The Parties hereto expressly acknowledge that the following shall constitute

events of Default of this Agreement:

1. Failure of Developer to construct the Facilities according to the schedule and in the phase or phases as set forth herein.
2. Failure of Developer to construct the Facilities in accordance with the approved plans and specifications approved by the Commission, as set forth herein.
3. Failure of Developer to provide a complete set of "Mylar Drawings" pursuant to ¶ **THIRD** above.
4. Failure of Developer to maintain the required bond for the period of construction and warranty of the Facilities.
5. Failure of Developer to prosecute work according to standard specifications.
6. Failure of Developer to respond to requests to honor warranties within a reasonable time schedule, such schedule to be established by the Commission.
7. Failure of Developer to perform any of the terms and conditions of this Agreement.

**TENTH:** The parties hereto acknowledge and agree that in an event of Default the Commission may take any or all of the following actions:

1. Notify Developer to Stop Work.
2. Demand that Developer vacate Commission Property.
3. Notify Developer of intention to call bond.

The Commission may, in its sole discretion and for the benefit of the project, give Developer a reasonable period to cure an event of Default. Failure of Developer to cure

Default during such cure period shall constitute an event of continuing Default, with all remedies available to the Commission. Forbearance by the Commission shall not constitute a waiver of its rights to declare subsequent default.

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

WITNESS THE HANDS AND SEALS OF THE PARTIES HERETO THE DAY AND YEAR FIRST ABOVE WRITTEN:

WITNESS the hands and seals of the parties hereto, this 23<sup>rd</sup> day of November 19 98

ATTEST:

ST. MARY'S COUNTY METROPOLITAN COMMISSION

[Signature]

Secretary

By: [Signature]

Floyd B. Derby  
Chairman

ATTEST:

DEVELOPER R.P.M. Homes, Inc.

[Signature]

By: [Signature]  
Richard White, Sr., V. Pres.

PROPERTY OWNER R.P.M. Homes, Inc.

By: [Signature]  
Peter Detemple, Pres.

\_\_\_\_\_

~~LENDER #1~~  
By: [Signature]  
Mathew Kulp, Secretary

LENDER #1

[Signature] Gibson V.P.  
Maryland Bank & Trust NA.

EXHIBITS: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(COMMISSION)STATE OF MARYLAND

COUNTY OF ST. MARY'S,

I HEREBY CERTIFY that on this 23<sup>rd</sup> day of November 19 98 to wit: February 1999

before me a Notary Public in and for the County of St. Mary's aforesaid personally appeared Floyd B. Derby 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. Byer Notary Public

My Commission Expires: 02/01/00

(DEVELOPER)STATE OF MARYLAND

COUNTY OF ST. MARY'S to wit:

I HEREBY CERTIFY that on this 23<sup>rd</sup> day of November, 19 98 before me,

the subscriber, a Notary Public in the county aforesaid, personally appeared PETER D. DETEMPLE and that he/she/they acknowledged the foregoing Public Works

Agreement to be his/her/their act.

WITNESS my hand and Notarial Seal.

Angie K. Allen Notary Public

My Commission Expires: 5-1-98

(OWNER) STATE OF MARYLAND

COUNTY OF ST. MARY'S to wit:

I HEREBY CERTIFY that on this 23<sup>rd</sup> day of November, 19 98 before me, the subscriber, a Notary Public in the county aforesaid, personally appeared PETER D. DeTempe and that he/she/they acknowledged the foregoing Public Works Agreement to be his/her/their act.

WITNESS my hand and Notarial Seal.

Angela L. Hill Notary Public

My Commission Expires: 5-1-2001

(LENDER #1)

STATE OF Maryland

COUNTY OF St. Mary's to wit:

I HEREBY CERTIFY that on this 13<sup>th</sup> day of November, 19 98 before me, the subscriber, a Notary Public in the county aforesaid, personally appeared Marshall Gibson and that he/she/they acknowledged the execution of the foregoing Public Works Agreement to be his/her/their act.

WITNESS my hand and Notarial Seal.

Cynthia D. Powell Notary Public

My Commission Expires: Feb. 6, 2002

EXHIBIT A

STATEMENT OF  
PROPOSED WATER FACILITIES  
AND PHASING

PROJECT NAME: Emerald Hills Estates, Phase 1  
TOTAL # OF PHASES: Four  
DEVELOPER: R.P.M. Homes, Inc.

PHASE I:

PLAT REF: 1278/562 # LOTS TO BE SERVED: 30

PROJECTED CONSTRUCTION START DATE: 09/30/98

PROJECTED CONSTRUCTION COMPLETION DATE: 09/30/99

FACILITIES TO BE CONSTRUCTED\*: Water distribution system with all appropriate appurtenances in accordance with the definition below and per the approved construction plans as signed by the Metropolitan Commission's Chief Engineer on 19 Aug. 1998

COMMISSION PARTICIPATION: NONE

\*The facilities listed also include FOR WATER PUMPING STATION: 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,

13/2



EXHIBIT B

STATEMENT OF  
PROPOSED SEWER FACILITIES  
AND PHASING

PROJECT NAME: Emerald Hills Estates, Phase 1

TOTAL # OF PHASES: Four

DEVELOPER: R.P.M. Homes, Inc.

PHASE I:

PLAT REF: 1278/562 # LOTS TO BE SERVED: 30

PROJECTED CONSTRUCTION START DATE: 09/30/98

PROJECTED CONSTRUCTION COMPLETION DATE: 09/30/99

FACILITIES TO BE CONSTRUCTED\*: Sewerage collection system with all appropriate appurtenances in accordance with the definition below and per the approved construction plans as signed by the Metropolitan Commission's Chief Engineer on 19 Aug. 1998

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COMMISSION PARTICIPATION: NONE

\*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

