

Public Improvements Agreement

Agreement No. \_\_\_\_\_

1a. (Individual as "Developer"

I, \_\_\_\_\_, with principal residence at \_\_\_\_\_  
\_\_\_\_\_, as an individual, hereinafter referred to as the "Developer", ...

1b. (Individuals as "Developer"

We, \_\_\_\_\_ and \_\_\_\_\_, with principal residences at \_\_\_\_\_, and at \_\_\_\_\_, as  
Individuals, all hereinafter referred to as the "Developer", ...

1c. (Corporation as "Developer")

We, (Corporation Name), a (State) Corporation, with principal offices at  
(Address), and (Names of Corporate Officers), as individuals, all  
hereinafter referred to as the "Developer", ...

1d. (Limited Partnership or Limited Liability Corporation as "Developer"

We, (Partnership Name), a (State) (Type of Partnership), with (Name) as  
Managing Partner, and (Managing Partner), as an individual, with principal offices at  
(Address) all hereinafter referred to as the "Developer", ...

(CONTINUATION OF PARAGRAPH 1a,b,c,or d)

...hereby request Montgomery County, Maryland, hereinafter referred to as the  
"County", to approve a Record Plat in the subdivision known as (Subdivision  
Name),  
prepared by, (Name of Registered Land Surveyor and Company), and identified by M-  
NCPPC File No. 2 (nine digit number).

2. The Developer hereby agrees to install and complete the following public improvements, including those herein noted under Special Provisions, and agrees to assure final completion of such improvements by obtaining paving permits, posting bonds and providing sureties as may be required by the applicable laws, regulations, and requirements of the public agencies concerned, prior to issuance of any building permit for any building on any lot shown on the above referenced record plat, all as prescribed by Section 50-37, Montgomery County Code, 1997, of the Subdivision Regulations for the Maryland -Washington Regional District within Montgomery County.

ALTERNATIVE WORDING FOR PARAGRAPH 2 (To be used only if the Developer owns or is contractually obligated to develop all, or substantially all the property abutting the public street shown on the plat).

2. The Developer hereby agrees to install and complete the following public improvements, including those herein noted in the Special Provisions, and agrees to assure final completion of said improvements by obtaining such permits, posting of bonds or providing such sureties as may be required by the applicable laws, regulations and requirements of the public agencies concerned, prior to the issuance of any building permit for any lot on the above referenced record plat, as prescribed in the Montgomery County Code, (as amended in 1997). In the event that building permits are issued under the provisions of Chapter 8-26 (j), (3) of the Montgomery County Code, the Developer further agrees to obtain all final Public Improvement Permits, including final paving permits, prior to allowing the occupancy of any building erected on any lot on the above referenced record plat. Occupancy of any building on any lot shown on this plat prior to issuance of all Public Improvement Permits is considered a violation of this agreement and may result in refusal of the County to enter into future Public Improvement Agreements with the Developer.

Note:

If this wording is used, only the developer can get building permits prior to issuance of a paving, i.e., the Public Improvements Agreement signatory and the entity requesting the permit must be the same. If they are not the same the paving permit is required prior to issuance of building permit.

(2)

A. Street grading, paving, curbs and gutters, sidewalks, bike paths, handicap ramps, street trees, and storm drains and appurtenances along: (Only include items that apply)

1. (Street Name, Roadway Classification and Limits)  
\_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_

B. Enclosed storm drainage and/or open channels (in accordance with Montgomery County Department of Transportation's Storm Drain Design Criteria) within all drainage easements.

C. Permanent monuments and property line markers, as required by Section 50-24(e).

D. Erosion and sediment control measures as required by Section 50-35(j) and on-site storm water management where applicable, shall be provided by the Developer (at no cost to the County) at such location deemed necessary by the Montgomery County Department of Permitting Services and will comply with their specifications. Erosion and sediment measures are to be built prior to construction of streets, houses and/or site grading and are to remain in operation (including maintenance) as long as deemed necessary by the Montgomery County Department of Permitting Services.

E. Developer shall insure final and proper completion and installation of all utility lines underground as required by Section 50-40(c).

F. Developer shall provide street lights in accordance with specifications, requirements and standards prescribed by the Montgomery County Department of Transportation, Division of Traffic Engineering and Operations.

3. The Developer further understands and agrees that this agreement applies only to that portion of the subdivision hereinabove named and described, and that this agreement may be amended from time to time upon approval by the County, and may be amended or canceled in whole or in part by the County where abandonment, change in zoning, or replanning requires resubdivision platting. In case of resubdivision platting, a new agreement will be required as in the case of an original subdivision.

4. The Developer certifies that he has not previously been adjudicated as bankrupt nor has he forfeited any street construction bond or violated any prior agreements with Montgomery County for road improvement purposes.

(3)

5. Upon acceptance of this agreement by the County, said agreement shall be legally binding upon the parties hereto, their successors, heirs, and assigns and in the event of violation of any conditions hereof, the County, the Montgomery County Planning Board, or other public agency concerned may pursue the remedies set forth in Section 50-37(g) (2). Provided however, that upon issuance by the County of permits for construction of improvements in the public right of way as specified in Paragraph 2 hereof, the obligations of this Public Improvement Agreement shall be deemed satisfied with respect to such individual improvements as set forth in Paragraph 2 hereof for which the above permits were issued, and shall automatically and without further action by the County, terminate and become null and void and the DEVELOPER and its predecessors, successors, heirs or assigns otherwise obligated hereunder, shall be, and is/are relieved of all liability therefore under this Public Improvement Agreement and the remedies otherwise applicable in this Paragraph 5 shall no longer be available.

6. Special Provisions: (Use if required, if not, add the word "None".)

(4)

SIGNATURE PAGE FOR INDIVIDUAL OR INDIVIDUALS AS "DEVELOPER" (You may use the preceding page, if there's enough space.)

_____	_____	_____
Witness	Date	(Signature) (Print Name)

_____	_____	_____
Witness	Date	(Signature) (Print Name)

Accepted: \_\_\_\_\_  
Date

\_\_\_\_\_  
Carla A. Reid, Director  
Department of Permitting Services  
Montgomery County, Maryland

SIGNATURE PAGE FOR CORPORATION AS "DEVELOPER" (You may use the preceding page, if there's enough room.)

\_\_\_\_\_  
Date

\_\_\_\_\_  
(Corporation Name)

\_\_\_\_\_  
Witness

\_\_\_\_\_  
(President/Title, Print Name)

\_\_\_\_\_  
Witness

\_\_\_\_\_  
(Vice-President/Title, Print Name)

\_\_\_\_\_  
Witness

\_\_\_\_\_  
(President Print Name), as individual

\_\_\_\_\_  
Witness

\_\_\_\_\_  
(Vice-President Print Name), as individual

Accepted: \_\_\_\_\_  
Date

\_\_\_\_\_  
Carla A. Reid, Director  
Department of Permitting Services,  
Montgomery County, Maryland

SIGNATURE PAGE FOR LIMITED PARTNERSHIP OR LIMITED LIABILITY CORPORATION AS "DEVELOPER" (You may use the preceding page, if there's enough room.)

\_\_\_\_\_  
Date

\_\_\_\_\_  
(Partnership/LLC Name)

\_\_\_\_\_  
Witness

\_\_\_\_\_  
(Managing Partner)  
(Print Name)

\_\_\_\_\_  
Witness

\_\_\_\_\_  
(Managing Partner), as individual  
(Print Name)

Accepted: \_\_\_\_\_  
Date

\_\_\_\_\_  
Carla A. Reid, Director,  
Department of Permitting Services  
Montgomery County, Maryland