

AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 2025 by and between Ryan Legacy Builders, Inc. having its principal office at 13517 Autumn Crest Drive, Mount Airy, Maryland 21771 (hereinafter referred to as “ Developer”) and the Town of Myersville, a municipal corporation (hereinafter referred to as “Town”).

WHEREAS , Developer constructed Meadowridge Knoll Section 1 along the extension of Meadowridge Drive and is set to begin the construction of Meadowridge Knoll Section 2 off of Stroup Way upon signature of the Section 2 plans by the Town and has paid the requisite fees for Section 2; and

WHEREAS, based on wear and tear, the Town has expressed the desire for Developer to resurface a section of the existing Meadowridge Drive from Flintridge Drive to beginning of Meadowridge Drive within Section 1 of Meadowrdige Knoll and has made this a condition of final approval of Section 2 of Meadowridge Knoll

NOW, THEREFORE, in consideration of the above promises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties hereto for themselves, their successors and assigns, they do each hereby agree as follows:

1. Upon a minimum of two weeks notice from the Town, Developer does hereby agree to resurface the section of Meadowridge Drive from the southerly curb file returns of the intersection of Flintridge Drive and Meadowridge Drive to the beginning of the extension of Meadowridge Drive in section 1 of Meadowridge Knoll after the Town’s contractor mills this section of the road. Said resurfacing shall not exceed 1.5 inches.
2. The Town will issue final approval of the Section 2 Improvement Plans upon execution of this Agreement by the Developer.

3. Upon completing this resurfacing, Developer will not have further off-site requirements imposed upon it.

4. This Agreement contains the entire understanding of the parties and may not be amended unless in writing signed by both parties.

5. This Agreement may not be assigned by Developer without the express written consent of the Town, which consent shall not be unreasonably withheld.

6. This Agreement shall be governed by the laws of the State of Maryland and the Developer consents to suit in the State of Maryland.

IN WITNESS WHEREOF, the parties hereto have hereunto placed their hands and seals on the day and year first above written.

WITNESS:

WITNESS:

Ryan Legacy Builders, Inc.

By: _____

TOWN OF MYERSVILLE

By: _____

Mark Hinkle, Mayor

Reviewed and Approved for Legal Sufficiency

Town of Myersville Legal Counsel