

PUBLIC WORKS 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 intends to construct public improvements including the streets, storm drain, public sidewalks, water and sewer for the Meadowridge Knoll Subdivision, Section 2 located at the dead end of proposed Stroup Way and off of Stroup Court and being north of Monument Road located within the Town corporate limits; and

WHEREAS, in order for the Developer to obtain permission from the Town to construct above referenced improvements with the approval of the Improvement Plans and record the Final/Correction Plat Lots 17-21 and Parcels C & D, Meadowridge Knoll Section II in the Land Records for Frederick County, Maryland, the Developer has agreed to pay for and provide a surety in the form of a bond in the total amount of \$425,310.00, which includes a 15 Percent (%) contingency in favor of the Town to guarantee completion of the public improvements in accordance with Town specifications.

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. Developer does hereby deposit with the Town a surety bond in a form satisfactory to the Town in the amount of \$425,310.00, which is attached hereto as Exhibit A and is incorporated herein by reference. The amount of said deposit is in accordance with a detailed cost estimate, approved by the Town’s Engineering consultant, and attached hereto as Exhibit B

and incorporated herein by reference. In the event that the cost of the uncompleted construction contemplated herein shall increase, the developer shall increase the amount of the surety by the same amount. Prior to Improvement Plan approval, Developer's predecessor has paid to the Town an amount equal to 5 % of the approved cost estimate in the amount of \$21,266.00 to reimburse the Town for construction inspection fees, and these fees will be applied to the inspection of improvements under this PWA with no further construction inspection fee due.

2. Said surety is placed with the Town to guarantee the construction of those public improvements, as more particularly set forth on the Improvement Plan for Meadowridge Knoll with all revisions noted, prepared by William J. Holtzinger, P.E. and DPPS Civil Engineers with a final approval date of _____, 2025 and in accordance with the approved cost estimate and to allow for the recordation of the referenced Final Plat prepared by Haller-Blanchard and Associates, Inc. Said plans and plat are incorporated by reference.

3. It is agreed the Town may draw on the Bond upon all or any part of the monies stated herein should Developer not complete said public improvements within one year from the date hereof. Developer may request an extension of time, if substantial work has been completed, which request shall not be unreasonably withheld by the Town.

4. Notwithstanding the above, Developer shall remain liable to the Town for the full cost of any public improvements not completed by the date fixed by the parties hereto.

5. The parties hereto agree that the total amount of said Bond may be reduced, by separate agreement, in proportion to the amount of Developer's actual completion of specific parts of the work required to be completed by this Agreement. Upon substantial completion of the improvements, the Developer shall be able to seek conditional acceptance of said improvements and upon conditional acceptance the Town shall reduce the surety amount to the

15% contingency amount to be held for one year as a warranty amount on the completed improvements and to address any uncompleted items. While the conditional acceptance is in effect, the Developer shall warrant the improvements, subject to defects in workmanship and materials, at the Developer's expense, and shall make appropriate repairs to defective improvements, within a reasonable time upon notification of such defect. One year from the date of conditional acceptance, if there are no defects in the improvements, the Town shall grant Final Acceptance, and shall assume the responsibility for the maintenance and repair of the improvements within the Town's right of way. If at the end of the one (1) year from conditional acceptance there remains defects in the improvements which have not been repaired by the Developer, the Town may extend the period of conditional acceptance for such additional time as may be required for the Developer to repair any such defects.

6. Upon breach of this Agreement by the Developer, the Town may, at its option, enter the property and complete the improvements contemplated herein and draw upon the Developer's surety in payment for such construction by the Town. In the event that the Town undertakes construction of the improvements, and the face of amount of the letter of credit is insufficient to pay for the construction completed by the Town, the Developer shall remain liable to the Town for all such additional costs which the Town may incur. Developer shall indemnify and hold Town harmless from any and all claims, actions and demands arising from the construction of improvements contemplated herein from the date of this Agreement until the date of Final Acceptance. Upon breach of this Agreement by Owner, Owner shall be liable to Town for all costs, including attorney's fees, that the Town may incur if the Town chooses to complete the work.

7. Owner warrants that Owner holds fee simple title to the property on which the improvements are to be constructed and that all parties having any right or interest of record in said property have joined herein. The Town, its agents and employees, shall have the right to enter onto the property shown on the site plan to inspect the construction.

8. The Developer shall, prior to release of said surety provide to the Town reproducible as-built drawings and electronic copies of as-builts showing the public improvements as actually built in the field.

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

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

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

12. This Agreement shall be binding upon the successors, personal representatives and assigns of the parties hereto.

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 Homes, Inc.

By: _____

TOWN OF MYERSVILLE

By: _____
Mark Hinkle, Mayor

Reviewed and Approved for Legal Sufficiency

Town of Myersville Legal Counsel