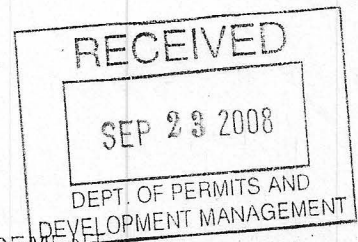


BALTIMORE COUNTY

DEPARTMENT OF PERMITS AND DEVELOPMENT MANAGEMENT



UTILITY AGREEMENT

for projects not requiring a public works agreement

Project Name: S AND S PROPERTIES (ST. MARY'S DRIVE)
PDM No.: MINOR SUB # 05-052M
Job Order No.: 201, 203-0111-1969
Plat Reference(s): N/A
Total Estimated Cost: 52,445.58
Security Required: \$ 57,690.00
NAME OF APPLICANT: S AND S PROPERTIES, LLC

UA No. 08243UA0
DATE: 1-30-09

WHEREAS, the named Applicant desires to construct and install, at no cost to the County all of the improvements located within the referenced project, the same being more fully outlined in Exhibit A which is attached hereto and made a part hereof,

WHEREAS, in accordance with the applicable provisions of the Baltimore County Code and Department of Permits and Development Management (PDM) Construction Policy Manual, PDM has received and approved the cost estimates and construction drawings for the improvements covered in this utility agreement. PDM has also received all fees applicable to the improvements covered by this utility agreement.

WHEREAS, the Applicant is requesting authorization to proceed with construction of improvements covered herein.

NOW THEREFORE, in consideration of the foregoing and in order to obtain the County's approval for the Applicant to proceed with construction of the improvements, the Applicant confirms its understandings and obligations as follows:

1. With respect to the improvements covered by this Utility Agreement:

a. The Applicant shall install at its own expense all facilities in said property as shown on the approved construction drawings referenced herein.

b. The Applicant shall perform all work covered by this utility agreement in accordance with the provisions of the PDM Construction Policy Manual and the Department of Public Works (DPW) Standard Specifications and Details for Construction.

c. All work shown on the approved construction drawings shall be performed by a prequalified Baltimore County contractor.

d. Prior to beginning any work covered by this Agreement, the Applicant shall:

1. Schedule an on-site pre-construction meeting with DPW, the Department of Environmental Protection and Resource Management (DEPRM) and the prequalified contractor. At this time the Applicant shall provide, in writing to DPW, the name, address and phone number of an authorized site representative.

2. Provide to DPW the pre-qualified contractor's certificate of insurance on a form provided by the County.

3. Obtain a written "notice to proceed" from DPW.

e. The Applicant shall deliver security to PDM as required in Baltimore County Code Section 32-4-312.

f. The County will inspect all phases of construction for which the Applicant has paid the County an inspection fee at a rate of 8% of the approved estimate. It is expressly understood, however, that any inspections performed are solely for the benefit and protection of the County, and that no duty of care is owed to the Applicant, or the Applicant's contractors, customers or purchasers.

2. Notwithstanding any other provisions of this Agreement, the Applicant acknowledges that:

a. No building permits may be issued until required security has been delivered to and approved by the County.

b. Any reductions to security will be made in accordance with the Baltimore County Code Section 32-4-313.

c. Any failure of the Applicant or its contractor to fully comply with any part of this Agreement may cause the issuance of a stop work order by DPW or PDM subject to all relevant provisions of the Baltimore County Code, including but not limited to Article 3, Title 6. The Applicant may also be cited for nonperformance under Section 32-4-309 of the County Code.

d. Any written stop work order, whether posted on the work site, hand-delivered, mailed, or sent by fax to the Applicant, Applicant's contractor, or the Applicant's designated authorized representative named in this utility agreement shall constitute sufficient and adequate service of such stop work order under Section 32-4-305(c) of the County Code, and the Applicant expressly agrees to the adequacy and sufficiency of such service.

e. Upon receipt of any stop work order(s) from the County, the Applicant shall stop work, and cause its independent contractors to stop work, and shall not resume any work thereafter until expressly authorized in writing by the County.

f. In the event of nonperformance, the County may utilize the security in accordance with the Baltimore County Code Section 32-4-309.

3. This utility agreement is not intended to waive or supersede any of the Applicant's obligations under any plat of record, or under applicable law and policies of the County. This utility agreement is not intended to create or impose any new obligations upon the County.

4. In the event Applicant seeks to construct improvements within any County-owned easement, based upon construction drawings approved by the Department of Public Works, County hereby authorizes and approves a right of entry to Applicant and its agents to perform said improvements thereon.

5. The Applicant shall protect, hold free and harmless, defend and indemnify Baltimore County (including its officers, agents and employees) from all liability, losses, damage, expenses, causes of action, claims or judgments resulting from injury to, or death of, any person or damage to property of any kind, which injury, death or damage arises out of, or is in any way connected with the performance of work under this agreement or the County's grant of the right of entry herein, except that this agreement shall not be applicable to injury, death or damage to property arising from the sole negligence of Baltimore County, its officers, agents and employees.

6. The pre-printed form of this utility agreement is intended to repeat, verbatim, the language contained in the master utility agreement form, revision date 10/1/2004, maintained by the Director of PDM for the County. Any inconsistencies between this form and the master form shall be resolved in favor of the master form.

FOR APPLICANT:

WITNESS the signatures of:

I AFFIRM THAT I HAVE REVIEWED THIS AGREEMENT AND THE ATTACHED EXHIBIT A AND UNDERSTAND THAT SECURITY IS REQUIRED IN ACCORDANCE WITH THE BALTIMORE COUNTY CODE SECTIONS 32-4-305, 32-4-312 AND 32-4-313.

(please type name of company/corporation/partnership above signature line and the name and title of person signing below signature line)

Date 1-30-09 Signed [Signature] (Seal)
Witness [Signature] Address S AND S PROPERTIES, LLC
DRU A. SALVO
14 BACK RIVER NECK ROAD
BALTIMORE, MD 21221
TEL.: 410-682-2300

RECOMMENDED FOR SCHEDULING OF PRE-CONSTRUCTION MEETING AND NOTICE TO PROCEED UPON APPROVAL OF DPW AND DEPRM

By _____ DATE _____
Director of Permits and Development Management

UTILITY AGREEMENT EXHIBIT A

PROJECT NAME S AND S PROPERTIES (ST. MARY'S DRIVE)
 UTILITY AGREEMENT NUMBER 08243UAO

ESTIMATES

IMPROVEMENTS

DRAWING NUMBERS

ESTIMATED COSTS

Please check off below the improvements covered in this agreement

<input checked="" type="checkbox"/> Sewer Mains	<input checked="" type="checkbox"/> Connections	<u>2007-3097-1</u>	<u>19,466.00</u>
number of sewer connections	<u>2</u>		
<input checked="" type="checkbox"/> Water Mains	<input type="checkbox"/> Services	<u>2007-3096-3</u>	<u>26,947.00</u>
number of water connections	<u>2</u> size <u>5/8"</u>		
number of water connections	size _____		
number of water connections	size _____		
<input type="checkbox"/> Storm Drains	_____		
Subtotal (Estimated costs subject to inspection fees)			\$ <u>46,413.00</u>
Required Inspection Fees (8% of subtotal)			<u>3,713.04</u>
<input type="checkbox"/> Sidewalks			<u>6,032.58</u>
<input type="checkbox"/> Mobilization, Maint. Of Traffic, Stakeout			
<input type="checkbox"/> Landscaping			
<input type="checkbox"/> Streetlights			
<input type="checkbox"/> Other (list) _____			
TOTAL - ESTIMATED COSTS SUBJECT TO SECURITY			\$ <u>52,445.58</u>
Required Security (110% of Total)			<u>57,690.00</u>

Construction Drawings and Cost Estimates are Approved as Shown on this Exhibit

Dennis A. Kennedy 9/16/08
 Supervisor, PDM Developers Plans Review
 DAD

Names of Streets and Addresses of Lots Covered by this Agreement:

7906, # 7908 & # 7910 ST. MARY'S DRIVE

(rev exhibit only 8/30/00)