

POOLESVILLE
PUBLIC IMPROVEMENTS AGREEMENT
GRACE COTTAGES
PARCEL 229 TAX MAP CT31

1. Krishnan Balasubramanian and Suleka Balasubramanian hereinafter referred to as the “Developer,” requests the Commissioners of Poolesville, Maryland, hereinafter referred to as the “Town,” to approve the construction of (the “Property”) as shown on the Preliminary Plan for Parcel 229 conditionally approved by the Poolesville Planning Commission on August 11, 2021 and prepared by Geoff Ciniero PE, CMS Associates LLC and consisting of a total of three (3) single-family detached dwelling lots. The approved Preliminary Plan shall remain valid for 18 months.

2. The three (3) single-family detached dwelling lots are identified as follows on the Preliminary Plan:
 - A. Lot 1
 - B. Lot 2
 - C. Lot 3

3. Developer hereby agrees to install, complete and/or provide the following public improvements, and agrees to assure final completion of such improvements by obtaining such permits, posting of bonds or providing of such sureties as may be required by the applicable law, regulations and requirements of the public agencies concerned, all as prescribed by Section 34.D.4 Poolesville Code, "Subdivision Regulations."
 - a. Storm drainage, storm water management, sediment and erosion control, water and sewer extensions, and appurtenances along the streets designated on the Preliminary Plan. All in accordance with erosion and sediment control plans, record plats, storm drain, and water and sewer plans prepared by CMS Associates, LLC and approved by the Town and the Town Engineer.
 - b. Install permanent monuments and property line markers, as required by Section 20.F of the Subdivision Regulations.
 - c. Enclose storm drainage system within storm drain easements. Enclose water and sanitary sewer facilities within all water and sanitary sewer easements or right-of-ways.

- d. Erosion and sediment control and storm water management measures as required by Section 34.J of the Subdivision Regulations shall be provided at such locations deemed necessary by the Montgomery County Department of Permitting Services and the Town and will comply with their specifications. Erosion and sediment control measures for any area of the site are to be built prior to construction of houses and/or site grading for the same area and are to remain in operation (including maintenance) as long as deemed necessary by the Montgomery county Department of Permitting Services, in accordance with the plans prepared by CMS Associates LLC and approved by the Town and the Town Engineer and Montgomery County.
- e. Developer shall furnish and install all new utility lines (*i.e.* electric, gas, telephone, cable television), except for existing lines, underground within the property. All utility lines shall be located within dedicated Public Utility Easements unless otherwise authorized by the Town and the Town Engineer.
- f. Developer shall install sewer and water facilities as shown on the "Fisher Avenue Water and Sewer Extension Plan for Parcel 229, 174, and 120 approved 4/23/21".
- g. Developer shall plant trees in accordance with an approved Forest Conservation Plan (FCP). In addition, the Developer will record a Conservation Deed of Easement (Category II).
- 4. Developer shall dedicate 10 ft. wide Public Improvements Easement adjacent to Fisher Avenue for potential future sidewalk/trail construction by others.
- 5. Developer shall record a Reciprocal Driveway Easement and Maintenance Agreement for the shared portion of driveway serving Lots 1 & 3 as shown on the Record Plat.
- 6. Any dedication of land required by the approved Preliminary Plan will be reflected on the Record Plat for the Project.
- 7. Each permit for improvements required by this agreement will expire twelve (12) months from the date of approval of said permit, unless permit is extended by the Commissioners of Poolesville. Extensions will not be unreasonably withheld, conditioned or delayed.
- 8. Developer agrees to contract with a licensed engineer for the preparation of construction drawings for the public facilities and infrastructure described herein, including but not limited to: paving, storm drain, water, sanitary sewer and landscaping. Any water and sewer construction work must be performed in accordance with the Washington Suburban Sanitary Commission ("WSSC") standards for the installation of water and sewer utilities. All costs associated with the planning, design, construction, testing and placing in service of public facilities and infrastructure initially shall be the responsibility of Developer. The Town reserves the right to reasonably reject any public facility and infrastructure construction work that does not meet the requirements of the approved plans, construction drawings, and technical specifications, unless there is an agreement with the Town. Any work rejected by the Town shall be removed, replaced or repaired and retested so that the work complies with the approved plans, construction drawings and technical specifications.

9. Developer shall be responsible for the payment of all Town fees to the extent required by law (*e.g.* impact fees, connection fees, tap fees, zoning code compliance permit fees, construction permit fees, *etc.*).
10. The Town shall inspect, as soon as practical, all improvements/infrastructure during construction and prior to acceptance.
11. The Developer shall be responsible for the maintenance and repair of all public improvements until such time as the improvements are accepted by the Town, such acceptance not to be unreasonably delayed or conditioned by the Town.
12. Developer shall pay fee in lieu of parkland dedication, which shall be the amount specified as a recreation fee for the subdivision in the Impact Fee Schedule. (Appendix A - Poolesville Subdivision Regulations, Sec. 29.A.5) The fee in lieu through June 30, 2022 is \$6,722.82 and shall be paid prior to Plat Recordation. The fee escalates if not paid prior to June 30, 2022.
13. Developer further understands and agrees that this agreement applies only to the property herein above named and described, and that this Agreement may be amended from time to time upon approval by the Town and the Developer.
14. Developer certifies that it has not previously been adjudicated bankrupt nor has it forfeited any bonds or violated any prior agreements with the Town for any purpose.
15. Upon acceptance of this Agreement by the Town, said agreement shall be legally binding upon the parties hereto, their successors, heirs and assigns and in the event of violation of any condition hereof, the Town, or other public agency concerned may pursue the remedies set forth in Section 34.D.4 of the Subdivision Regulations.
16. It is not the intention or purpose of the Agreement to create, and this Agreement shall not be construed as creating a joint venture, partnership, agency or other relationship whereby the Town shall be held liable for acts or omissions of the Developer. Developer agrees to indemnify and save the Town and the Town Engineer harmless from any loss, cost, damages and other expenses suffered or incurred by the Town or the Town Engineer solely by reason of Developer's negligence or failure to perform any of its obligations under this Agreement. Developer agrees to defend the Town and the Town Engineer in any action or suit brought against the Town arising solely out of Developer's negligence, errors, acts or omissions under this Agreement.
17. Developer, their successors, heirs, and assigns, shall provide the Town with a house location survey for each dwelling unit constructed on the lot and/or lots that they own.

18. The Town agrees that this Agreement may be assigned by Developer without the need for any further approval from the Town.

IN WITNESS WHEREOF, we affix our names on the date set forth above.

ATTEST Date Commissioners of Poolsville Date

President

ATTEST Date Owner(s) Date

Krishnan Balasubramanian

Suleka Balasubramanian