

**RELEASE OF PUBLIC WORKS AGREEMENT  
FOR CONTINUED MAINTENANCE AND REPAIR**

THIS RELEASE is made this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_, by and between COMMISSIONERS OF ST. MARY'S COUNTY, a body corporate and politic of the State of Maryland, (hereinafter the "County") and \_\_\_\_\_ (hereinafter the "Developer" or "Principal").

WHEREAS, the parties entered into a Public Works Agreement for Continued Maintenance and Repair, dated \_\_\_\_\_, and recorded among the Land Records of St. Mary's County, Maryland in Liber \_\_\_\_\_ Folio \_\_\_\_\_ (hereinafter the "Public Works Agreement for Continued Maintenance and Repair"); and

WHEREAS, the \_\_\_\_\_ (Developer or Principal) was required to execute the Public Works Agreement for Continued Maintenance and Repair to complete all improvements (hereinafter the "Improvements") in accordance with the plat of subdivision, titled \_\_\_\_\_, dated \_\_\_\_\_, prepared by \_\_\_\_\_, and recorded among the Land Records of St. Mary's County, Maryland in Liber \_\_\_\_\_, Folio \_\_\_\_\_ (hereinafter the "Plat"), the St. Mary's County Subdivision Ordinance, the St. Mary's County Road Ordinance and the St. Mary's County Stormwater, Grading, Erosion and Sediment Control Ordinance and all standards and specifications therein and adopted pursuant thereto (hereinafter the "Ordinances") and deliver security to assure the completion of the Improvements and performance of all of Developer's obligations under the agreement; and

WHEREAS, the \_\_\_\_\_ (Developer or Principal) has completed the Improvements as required by the Public Works Agreement for Continued Maintenance and Repair and the County desires to release the \_\_\_\_\_ (Developer's or Principal's) obligations under the Public Works Agreement for Continued Maintenance and Repair; and

NOW, THEREFORE, WITNESSETH that for and in consideration of the premises and the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. The County hereby releases the \_\_\_\_\_ (Developer or Principal) from its obligations under the Public Works Agreement for Continued Maintenance and Repair dated \_\_\_\_\_ and recorded among the Land Records of St. Mary's County, Maryland in Liber \_\_\_\_\_, Folio \_\_\_\_\_.

WITNESS the hand and seal of the Grantor.

ATTEST: COMMISSIONERS OF ST. MARY’S COUNTY

\_\_\_\_\_ By: \_\_\_\_\_ [SEAL]  
James M Gotsch, PE - Director  
Department of Public Works & Transportation

STATE OF MARYLAND, ST. MARY'S COUNTY TO WIT:

I HEREBY CERTIFY that on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before the subscribed, a Notary Public of the State of Maryland, in and for St. Mary's County, personally appeared James M. Gotsch, who acknowledged himself to be the Director of the St. Mary’s County Department of Public Works & Transportation, and that he, as such, being authorized to do so, acknowledged the foregoing Release to be the act of the Commissioners of St. Mary’s County.

AS WITNESS my hand and Seal Notarial.

\_\_\_\_\_ [Seal]  
Notary Public

My Commission Expires: \_\_\_\_\_