

# Appendix II

Example Deed of Dedication

Example Letter of Credit

Example Performance Bond

### Example: Deed of Dedication

THIS DEED OF DEDICATION, made this \_\_\_\_\_ day of \_\_\_\_\_, 2003, by and between JOHN Q. DEVELOPER CO., party of the first part, hereinafter referred to as "Grantor"; and THE COUNTY COMMISSIONERS OF QUEEN ANNE'S COUNTY, party of the second part, hereinafter referred to as "Grantee".

WHEREAS, the Grantor does hereby offer for dedication all the herein described roadway and easement and by this deed does convey said roadway and easement to the Grantee, and

WHEREAS, this offer of dedication is irrevocable and may be released only in the same manner as provided by law for the closing or abandonment of public records.

WITNESSETH, that for and in consideration of the sum of One Dollar (\$1.00) and other valuable considerations, the receipt of which is hereby acknowledged, the said party of the first part does hereby grant, convey and release unto the County Commissioners of Queen Anne's County, a municipal corporation of the State of Maryland, its successors and assigns, in fee simple, all the following described real estate, to wit:

ALL those roadways, strips and parcels of land situate, lying and being in the Second Election District, Queen Anne's County, Maryland, designated on a plat entitled "Boundary Line Adjustment Plat of the Lands of John Q. Developer Co. prepared by Engineers, Inc., dated June, 1989, and recorded among the Land Records of Queen Anne's County in Liber M.W.M. No. 340, folio 516, and in Plat Book M.W.M. No. 14, folio 13; said roadway and land is designated thereon as "John Q. Drive".

THIS conveyance is subject to the existing easements, right-of-ways, and agreements for roadways, electric transmission lines, telephone and cable lines, and the service and maintenance thereof.

TOGETHER with the buildings and improvements thereon erected, made or being, and all and every the rights, roads, and/or alleys, ways, waters, privileges, appurtenances and advantages to the same belonging or in anywise appertaining.

ESPECIALLY TOGETHER WITH the right to use a thirty (30)\* foot drainage easement across Lot No. 13 as more particularly set fourth on the aforesaid plat.

\*Optional, applies only if easements are necessary

TO HAVE AND TO HOLD the land and premises, above described and mentioned, and hereby intended to be conveyed, together with the rights privileges, appurtenances and advantages thereto belonging or appertaining, unto and to the proper use and benefit of the said The County Commissioners of Queen Anne's County, its successors and assigns, fee simple, forever.

AND the said party of the first part does hereby covenant that he has not done or suffered to be done any act, matter or thing whatsoever to encumber the property hereby granted and conveyed, that he will warrant specially the property hereby granted and conveyed; and that he will such further assurances of the same as may be requisite.

WITNESS the hand and seal of the Grantor.

WITNESS:

\_\_\_\_\_  
John Q. Developer, President

STATE OF MARYLAND, QUEEN ANNE'S COUNTY, TO WIT:

I HEREBY CERTIFY, that on this day of \_\_\_\_\_, 2003, before me, the Subscriber, a Notary Public of the State and County aforesaid, personally appeared John Q. Developer and executed this deed for the purposes herein stated.

WITNESS my hand and Notarial Seal.

\_\_\_\_\_  
Notary Public

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

Approved as to form and legal sufficiency.

\_\_\_\_\_  
Name, County Attorney  
County Attorney

This Deed of Dedication is accepted by the County Commissioners of Queen Anne's County this \_\_\_\_\_ day of \_\_\_\_\_, 2003.

THE COUNTY COMMISSIONERS OF  
QUEEN ANNE'S COUNTY

*Update  
As Necessary*

\_\_\_\_\_  
Benjamin F. Cassell Jr., President

\_\_\_\_\_  
Gene Ransom, III, Vice-President

\_\_\_\_\_  
Joseph F. Cupani

\_\_\_\_\_  
Michael C. Koval

\_\_\_\_\_  
R.O. "Nemo" Niedomanski

This document was prepared under the supervision of an attorney admitted to practice before the Court of Appeals of Maryland.

\_\_\_\_\_  
Attorney

IRREVOCABLE LETTER OF CREDIT

The County Commissioners  
of Queen Anne's County  
208 North Commerce Street  
Centreville, MD 21617

Gentlemen:

Date of this letter:  
Bank's Letter of Credit #:  
Developer/Charge Account Party:  
Amount of Credit:  
Termination Date: (one year minimum)  
Project Name:  
Planning Office File #:  
Subject Improvement:

We hereby establish our irrevocable credit for account of the above Developer in sum not to exceed the above amount, which is stated in United States Dollars. The Beneficiary of this Letter of Credit is The County Commissioners of Queen Anne's County (hereinafter "Commissioners"). This credit shall be available by the Commissioners' drafts at sight on us accompanied by a statement of the existence of one (1) or more of the following four (4) circumstances:

1. The Developer has not complied in all respects with the terms and conditions of the Queen Anne's County \_\_\_\_\_ Ordinance and specifications for the Subject Improvement prescribed by the Planning Commission and/or the Planning Director; and/or the Department of Public Works.
2. All persons who have provided labor, services or materials with respect to the Subject Improvement have not been paid for such work, services or materials; and/or
3. The County has been subjected to costs, expenses, damages, injury or loss by reason of wrongdoing, misconduct, want of care or skill, negligence or default upon the part of the Developer or any contractor or other person who provided work, services or materials with respect to the Subject Improvement; and/or
4. Developer has requested an extension of time for completion of the Subject Improvement, and this Letter of Credit is not extended for the period of time approved by the County Commissioners.

Drafts must be presented at our office no later than the Termination Date set forth above and must be marked as drawn under this Letter of Credit.

This Letter of Credit sets forth in full the terms of our undertaking; and such undertaking shall not in any way be modified, amended or amplified by reference to any documents, instrument or agreement referred to herein or in which this Letter of Credit is referred to or to which this Letter of Credit relates; and any such reference shall not be deemed to incorporate herein by reference any document, instrument or agreement.

We hereby agree with bona fide holders of drafts drawn under and in compliance with the terms of this Letter of Credit that such drafts will be duly honored upon presentation.

Very truly yours,

---

President

(seal)

BANK/BONDING COMPANY'S NAME  
ADDRESS

Bond No. \_\_\_\_\_

COMMISSIONERS OF QUEEN ANNE'S COUNTY

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That \_\_\_\_\_ of \_\_\_\_\_,  
as Principal, and the \_\_\_\_\_, as Surety, a  
corporation of \_\_\_\_\_, are held and firmly  
bound unto the Commissioners of Queen Anne's County, Centreville, Maryland 21617,  
a Municipal Corporation, as Obligee, in the amount of \_\_\_\_\_ for the  
payment whereof Principal and Surety bind themselves, their heirs, executors,  
administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has made application to the Commissioners of Queen Anne's  
County of Maryland, for the permit to \_\_\_\_\_ and,

WHEREAS, the Commissioners of Queen Anne's County of Maryland have granted a  
permit for such construction, being Permit/Planning No. \_\_\_\_\_ dated  
\_\_\_\_\_ upon certain terms and conditions as set forth in said permit.

NOW THE CONDITION OF THE FOREGOING OBLIGATION is such that if the  
above bounded Principal shall in all respects comply with the terms and conditions of  
said permit and fully meet and perform his, their or its obligations thereunder, and shall  
well and truly in a manner satisfactory to the Commissioners of Queen Anne's County  
complete the work permitted; pay all persons who have provided labor, services or  
materials with respect to the work authorized by the permit; and save harmless the said  
County from all expense incurred through the failure of said Principal to comply with the

terms and conditions of said permit, or from any damage growing out of the negligence of said Principal, or his, their or its contractors, subcontractors, agents or employees, then the above obligation to be void and of none effect, otherwise to remain in full force and virtue of law.

This bond shall terminate after a period of thirty (30) months from date of issue.

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

AS TO PRINCIPAL

\_\_\_\_\_

\_\_\_\_\_ (SEAL)

AS TO SURETY

BANK'S NAME

\_\_\_\_\_

\_\_\_\_\_ (SEAL)

Attorney-in-fact