

GRADING COMPLETION AGREEMENT/DRIVEWAY APRON AGREEMENT

Building Permit No. _____ SDP No. _____ Lot No. _____ Subdivision _____

Property Address: _____

Builder's Name & Address: (print) _____ Phone No. _____

Buyer(s) Name & Address: (print) _____ Phone No. _____

Check the box below to show the reason you are completing this form, then fill out the sections of the forms that apply:

- Grading Completion only (Section A)
- Driveway Apron only (Section B)
- Both Grading Completion and Driveway Apron (Sections A & B)

SECTION A FOR THE PURPOSE OF ISSUANCE OF A CERTIFICATE OF USE AND OCCUPANCY PRIOR TO GRADING COMPLETION

We, _____ and _____ do hereby agree,
 _____ (Builder) *Please Print Legibly* _____ (Buyer)

as a condition of receiving a Certificate of Use and Occupancy for the above referenced Property, that the grading of the Property will be completed in compliance with the approved Site Development Plan, and that the Property will be vegetatively stabilized in accordance with the most current volumes of the Maryland Standards and Specification for Erosion and Sediment Control. We agree that this work will be completed no later than _____. The Builder agrees to be responsible for undertaking this work.

By signing this Agreement, the Buyer understands that the final grading and soil stabilization have not been completed in accordance with the Site Development Plan and that completion of the work will require entry onto the Property. The Buyer hereby agrees to allow the Builder or other authorized person to enter onto the Property for the purpose of completing the work necessary to achieve compliance with the approved Site Development Plan.

In consideration of the Agreement set forth above, the County hereby acknowledges receipt of the sum of \$1,500 per Townhouse or Semi Detached Unit, or \$2,500 per Single Family Dwelling Unit from the Builder to be held by the County in a non-interest bearing account until such time as the Builder completes the work, submits the Surveyor's Certificate, and the County determines that the grading and stabilization is in accordance with the approved plans.

If the Builder fails to complete the grading and stabilization by the date specified above, the Builder's rights in the posted funds shall be forfeited to the County and the Builder waives any and all interest in said funds.

SECTION B FOR THE PURPOSE OF ISSUANCE OF A CERTIFICATE OF USE AND OCCUPANCY PRIOR TO DRIVEWAY APRON COMPLETION

We, _____ and _____ do hereby
 _____ (Builder) *Please Print Legibly* _____ (Buyer)

agree, as a condition of receiving a Certificate of Use and Occupancy for the above referenced Property, that the Driveway Apron for the property will be completed in compliance with the current volume of the Howard County Standards and Specifications. We agree that this work will be completed no later than _____. The Builder agrees to be responsible for undertaking this work.

By signing this Agreement, the Buyer understands that the Driveway Apron has not been completed and that completion of the work will require entry onto the Property. The Buyer hereby agrees to allow the Builder or other authorized person to enter onto the Property for the purpose of completing the work necessary to achieve compliance with the approved County Standards.

In consideration of the Agreement set forth above, the County hereby acknowledges receipt of the sum of \$2,500 from the Builder to be held by the County in a non-interest bearing account until such time as the Builder completes the work, and the County determines that the Driveway Apron is installed in accordance with County Standards.

If the Builder fails to complete the Driveway Apron Standards by the date specified above, the Builder's rights in the posted funds shall be forfeited to the County and the Builder waives any and all interest in said funds. If the Builder fails to comply with the County Standards and Specifications and thereby causes damage to public improvements with the right-of-way owned and maintained by Howard County, Maryland, the Builder shall be liable to Howard County for the cost of the repair and/or replacement of said improvements.

In consideration of the execution of this agreement and posting the required funds, the County agrees to issue a Certificate of Use and Occupancy for the project.

 (Sign) **(Builder)** (Print) Date _____ Address (Print) _____

 (Sign) **(Buyer)** (Print) Date _____ Address (Print) _____

 (Sign) **(Buyer)** (Print) Date _____ Address (Print) _____

FOR OFFICE USE ONLY

Accepted by: _____ Invoice No.: _____ Date: _____
Please Print (Howard County, Maryland)

Approved for release: (Section A only) _____ / /
Please Print (Construction Inspection Division Inspector) *Sign* (Date)

Approved for release: (Section A and B) _____ / /
Please Print (Chief, Licenses and Permits Division) *Sign* (Date)

White-Dept. of Inspections, Licenses & Permits Yellow- CID Inspector Pink-Builder Green-Buyer Gold-Finance