

### Road Bond Application

Bond Payer's Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Bond Payer's Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Lot: \_\_\_\_\_ Block: \_\_\_\_\_ Section: \_\_\_\_\_ Property Tax ID: \_\_\_\_\_

Contractor Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Property Owner's Name: \_\_\_\_\_ Owner's Address: \_\_\_\_\_

Owner's Phone: \_\_\_\_\_

Construction Site Address: \_\_\_\_\_

**A. The purpose of the posting of this \$2500.00 bond is as follows:**

- 1) To protect road rights-of-way and road surfaces from damage due to construction.
- 2) Insure proper swale maintenance and storm water management.
- 3) Insure compliance to the site plans submitted regarding the driveway entrance, road interface, lot grading and swales.

**B. This bond is required for the following:**

- 1) All new construction.
- 2) Any addition/property improvement requiring a County building and/or grading permit that could involve extended use of heavy equipment or delivery vehicles.

**C. Procedures include:**

**1) Road Bond Application**

- a) Completion of this agreement.
- b) A certified check or money order made payable to the Drum Point Property Owners' Association. The funds will be deposited in an interest bearing escrow account. and the Association will retain any interest earned.
- c) A site plan of the proposed construction showing compliance with the requirements as outlined in the below specifications section of this agreement.

**2) Road Bond redemption:**

- a) **Redemption Period:** The Association will redeem the bond to the bond holder as soon as practical, but not later than 90 days, after the issuance of an occupancy permit.
- b) **New Construction:** Subsequent to the issuance of a County occupancy permit and subject to the successful completion of an inspection by the DPPOA Road Committee, the bond will be refunded within 10 days.
- c) **Other Major Construction (not subject to the issuance of an occupancy permit):** Subject to the successful completion of an inspection by the DPPOA Road committee, the bond will be refunded within 10 days.

**3) Road Bond forfeiture:**

- a) Failure to comply with any of the provisions of this agreement will result in the forfeiture of the entire bond, or a portion thereof.
- b) When the Association determines that forfeiture is imminent, it will so notify the bondholder in writing. The bondholder will then have 30 days to appeal the decision in writing to the Association Board of Directors or take whatever action he/she deems appropriate.
- c) At the end of the 30-day period, and unless compelling evidence or circumstances warrant otherwise, the bond will be considered forfeited and its funds transferred out of the road bond escrow account.

**D. General Provisions:**

- 1) **Steel Tracked Vehicles:** The use of any steel-tracked vehicle on any roads within Drum Point will result in the immediate forfeiture of the entire posted bond.
- 2) **Road Bond Transfers:** This bond is not transferable in any manner. The bondholder is solely responsible for compliance with its provisions – regardless of the ultimate disposition of the property in question.
- 3) **Change of Ownership of Property Prior to Bond Redemption:** The bondholder must redeem this bond prior to the change of ownership of the subject property. Failure to do so will result in the immediate forfeiture of the entire posted bond.

**E. Responsibilities:**

- 1) **Association Road Committee:** The Association Road Committee will be responsible for insuring compliance with the spirit and intent of this agreement through site inspections and consultations with the bondholder and his/her contractors.
- 2) **Applicant:** Through his/her signature on this document, the bond holder commits to adhering to its provisions and further commits to restoring to the Association any costs incurred by the Association in repairing damages or taking corrective action due to damages caused by the construction that exceeds the posted amount of the bond.

**F. Specifications:**

- 1) **Site Plan:** The site plan must include the location of the proposed structure on the property and its associated well, septic fields and setbacks as well as the existing topography of the lot and roadway and the proposed grades and elevation.
- 2) **Easement/Right of Way/Swale Clearance:** The owner/builder will clear the five foot utility easement along the front of the property line, the area from the front property line to the pavement, the roadside drainage swale or ditch and driveway entrance of trees, stumps, brush and other obstructions.
- 3) **Finish Grading:** Finish grades and elevations at the property line adjoining the roadway shall be brought to the same elevation as the centerline of the existing pavement. The finish grades will conform to Calvert County standard type R-4 roadway for streets without curb and gutter. All fill and cut areas are to be a 3:1 slope or less and seeded.
- 4) **Storm Water Swale/Ditch Construction:** The owner/builder will construct a swale or ditch along the shoulder with appropriate distances from the lot line and pavements as shown on County typical roadway section details, and a County standard driveway entrance with swale or culvert will be constructed. Inflow and out-fall swales or ditches shall be contoured to the existing drainage on either side of lot. **Any change in contour of the swale that results in water flowing onto road surface for any distance is unacceptable.** A typical Calvert County driveway entrance requires a swale or culvert (a culvert also requires the installation of a pipe with flared ends). **Generally, the Drum Point Property Owners' Association prefers an open swale when feasible to avoid problems associated with clogged pipes. If a pipe is the only practical solution, the pipe must be smooth bore with a minimum 12" diameter.**

Date \_\_\_\_\_ Street Name \_\_\_\_\_

Road Committee additional notes and comments:

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**Pre-construction Photo Attached** \_\_\_\_\_ **Post-construction Photo Attached** \_\_\_\_\_

Date: \_\_\_\_\_ Agreed to by: \_\_\_\_\_  
Owner

Date: \_\_\_\_\_ Agreed to by: \_\_\_\_\_  
Contractor / Builder

Agreed to and Approved by: \_\_\_\_\_  
Authorized Representative  
Drum Point Property Owners' Association