



CITY COUNCIL ACTION REPORT

DATE: February 27, 2008

TO: Phillip L. Nelson, City Manager

FROM: Brian P. Murphy, Assistant City Manager/Economic Development Services
Mark F. Miller, Planning Director

SUBJECT: Final Preliminary Plat Approval (Extension) – Beachview Estates Subdivision, West Side of Beach, South of Long Lake – Section 18

Background:

- The petitioner is proposing an 8-unit subdivision on a 5.55 acre parcel.
- Final Preliminary Plat Approval was granted by City Council on May 8, 2006. The petitioner submitted a written request for an extension, as per Section 303.C.2 of the Subdivision Control Ordinance.
- The petitioner entered into a Subdivision Agreement with the City on May 8, 2006. The petitioner holds a valid Wastewater Systems Permit, Water System Construction Permit, Inland Lakes and Streams Permit and Wetlands Protection Permit from the MDEQ. The proprietor submitted to the City Clerk a letter of credit for the escrow deposits and cash fees for the public improvements.

Financial Considerations:

- There are no financial considerations for this item.

Legal Considerations:

- City Council has the authority to extend Final Preliminary Plat Approval.

Policy Considerations:

- Approval of the extension would be consistent with City Council Goal III (Retain and attract investment while encouraging redevelopment).

Options:

- City Council can approve or deny the request to extend Final Preliminary Approval.

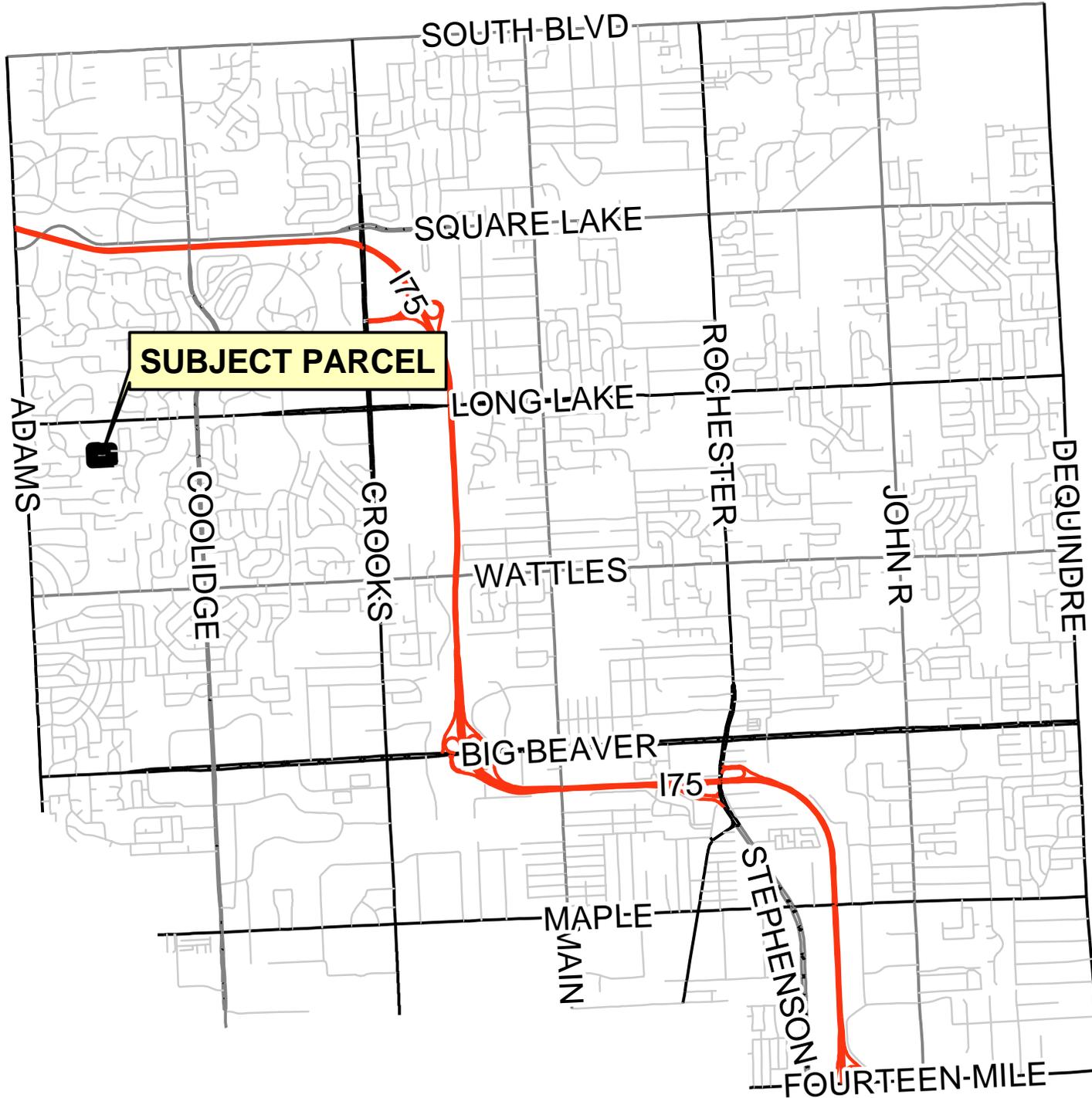
Attachments:

1. Maps.
2. Letter from petitioner dated February 21, 2008.
3. Subdivision Agreement.
4. Detailed Summary of Required Escrow Deposits, Cash Fees and Deposits.

Prepared by RBS/MFM

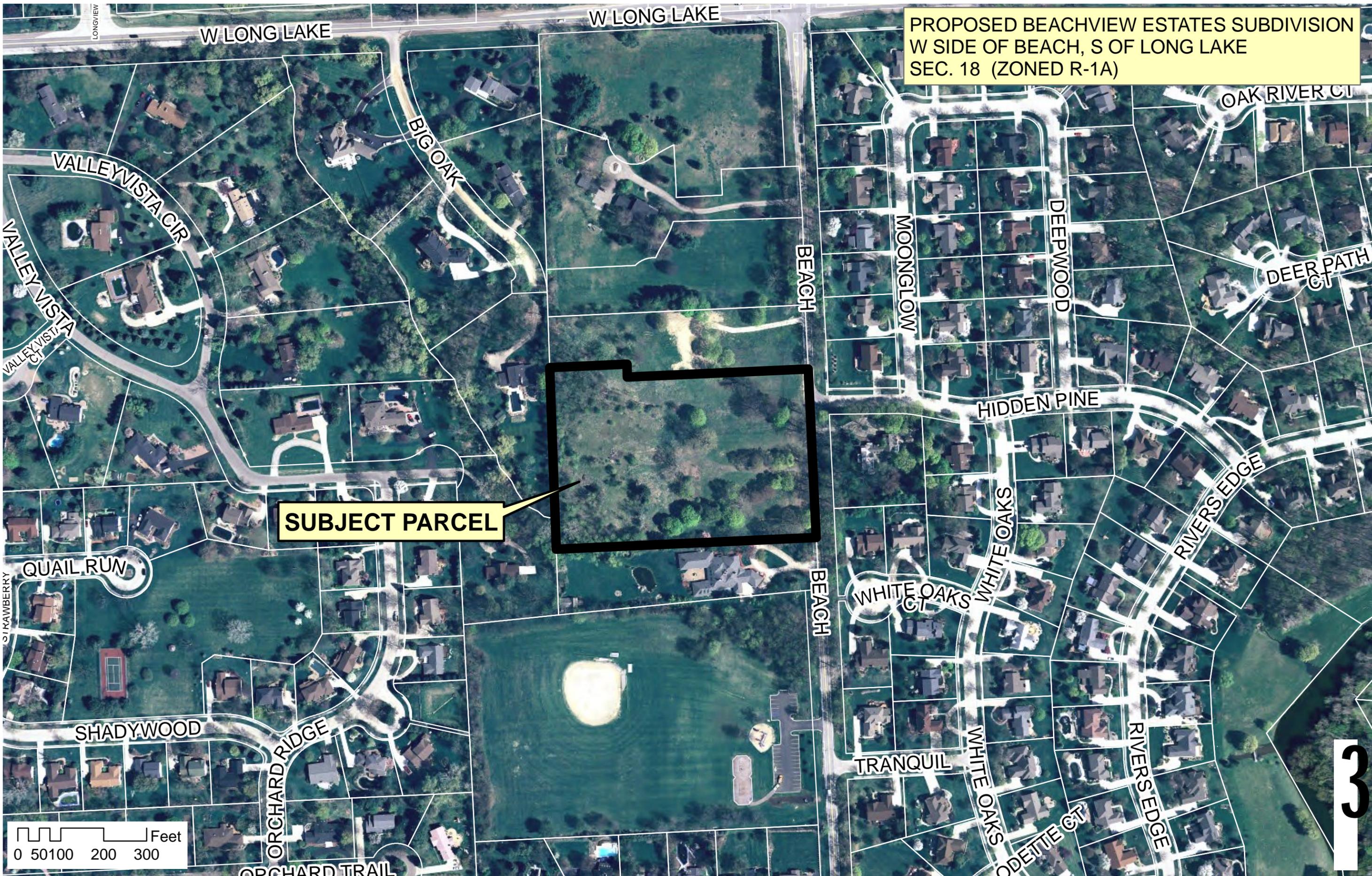
cc: Applicant
File /Beachview Estates Subdivision

CITY OF TROY



PROPOSED BEACHVIEW ESTATES SUBDIVISION
W SIDE OF BEACH, S OF LONG LAKE
SEC. 18 (ZONED R-1A)

SUBJECT PARCEL



SITE BENCHMARK
 SET P.K. IN SOUTHWEST
 FACE OF UTILITY POLE
 ELEV. = 805.23

REFERENCE BENCHMARKS

1. NORTH CORNER OF WEST WINGWALL OF BRIDGE AT BEACH RD. AND ROUGE RIVER CROSSINGS.
 ELEV. = 773.83 U.S.G.S. DATUM
2. ARROW ON HYDRANT 600' NO. OF BRIDGE AT BEACH RD. AND ROUGE RIVER - EAST SIDE OF BEACH, OPPOSITE RED FOX TRAIL.
 ELEV. = 781.02 U.S.G.S. DATUM
3. ARROW ON HYDRANT 1200' NO. OF BRIDGE AT BEACH RD. AND ROUGE RIVER.
 ELEV. = 787.84 U.S.G.S. DATUM

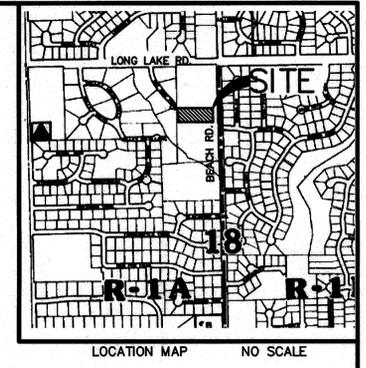
ZONING REQUIREMENTS
 -ZONED R 1A (USE LOT AVERAGING)
 -MINIMUM LOT AREA = 19,602 S.F.
 -MINIMUM AVERAGE LOT AREA = 21,780 S.F.
 -MINIMUM LOT WIDTH AT BLDG. SETBACK = 108 FEET (135' FOR CORNER LOTS)
 -MINIMUM SIDE SETBACK = 15 FEET
 -MINIMUM FRONT SETBACK = 40 FEET
 -MINIMUM REAR SETBACK = 45 FEET
 -MINIMUM LOT AREA PROVIDED = 19,613 S.F.
 -AVERAGE LOT AREA PROVIDED = 21,790 S.F.

NOTES:

1. THE SANITARY SEWER SYSTEM WILL OUTLET TO AN EXISTING 8" SEWER ON THE WEST SIDE OF BEACH ROAD.
2. THE WATER SYSTEM WILL CONNECT TO THE EXISTING 16" WATER MAIN ON THE EAST SIDE OF BEACH ROAD.
3. STORMWATER WILL BE COLLECTED IN AN UNDERGROUND SYSTEM AND DETAINED IN A DETENTION BASIN ON THE SOUTH SIDE OF THE PROPERTY WHICH WILL HAVE A RESTRICTED OUTLET TO THE UNNAMED STREAM AT THE SOUTHWEST CORNER OF THE SITE.
4. PAVEMENT SHALL BE 28' WD. BACK TO BACK, 7" THICK PORTLAND CEMENT CONCRETE WITH A 4" INTEGRAL, MOUNTABLE CURB AND GUTTER.
5. SOIL EROSION CONTROL WILL BE PROVIDED PER THE O.C.D.C. AND CITY OF TROY REQUIREMENTS.
6. IMPROVEMENTS IN THE BEACH ROAD RIGHT-OF-WAY WILL BE DONE IN ACCORDANCE WITH THE CITY OF TROY DESIGN STANDARDS.
7. EXISTING AND PROPOSED 100 YEAR FLOOD PLAIN LIMITS SHOWN AS COMPUTED IN A HYDRAULIC STUDY PREPARED BY SPALDING-DEDECKER ASSOCIATES, INC., DATED APRIL 3, 2000 AND ACCEPTED BY THE CITY OF TROY ENGINEERING DEPARTMENT IN A LETTER DATED APRIL 6, 2000.
8. THE MICHIGAN DEPARTMENT OF ENVIRONMENTAL QUALITY HAS DETERMINED THAT IT DOES NOT HAVE JURISDICTION OVER THE FLOODPLAIN IN THIS AREA IN A LETTER DATED FEBRUARY 13, 1999.

COUNTRYSIDE ESTATES #1 (L.95,P.27)
 LOT 22 20-18-126-011

COUNTRYSIDE ESTATES SUBDIVISION (L.82,P.9)
 LOT 14 20-18-126-010



LEGEND

EXISTING	PROPOSED
○ IRON RECORDED	● SEC. CORNER RECORDED
● IRON FOUND	● SEC. CORNER FOUND
○ IRON SET	○ R RECORDED
○ NAIL FOUND	○ M MEASURED
○ NAIL & CAP SET	○ C CALCULATED
○ MONUMENT RECORDED	
○ MONUMENT FOUND	
○ MONUMENT SET	

EXISTING

- DEM (HT) (D) CH - ELEC. PHONE OR CABLE TV O.H. LINE, POLE & GUY WIRE
- CATV - UNDERGROUND CABLE TV
- HT - MET. LTD. - TELEPHONE O.H. CABLE, SPACING BOX & MANHOLE
- DE - US - ELECTRIC O.H. CABLE & MANHOLE
- 6" G - GAS MAIN & VALVE
- WATERMARK, HYD. GATE VALVE, TAPPING SLEEVE & VALVE
- SANITARY SEWER, CLEANOUT & MANHOLE
- STORM SEWER, CLEANOUT & MANHOLE
- COVERED SEWER & MANHOLE
- CATCH BASIN
- INLET (NO INCOMING LINES)
- YARD DRAIN (2" DIA. & SMALLER)
- POST INDICATOR VALVE
- WATER SERVICE SHUTOFF, HYDRANT VALVE BOX
- MANHOLE
- UNIDENTIFIED STRUCTURE
- POINT ELEVATION (AT TERMINAL OR END OF LEADER) AS BUILT ELEVATION
- CONTOUR LINE
- 670 - FENCE
- GUARD RAIL
- STREET LIGHT
- SIGN
- SAND BACKFILL
- CONC. - CONCRETE
- ASPH. - ASPHALT

REFERENCE DRAWINGS

SANITARY SEWER CITY OF TROY, JOB #88-4-011 DATED 1/4/90

LEGAL DESCRIPTION

Part of the northwest 1/4 of Section 18, T. 2 N., R. 11 E., City of Troy, Oakland County, Michigan, commencing at the North 1/4 corner of Section 18; thence along the north/south 1/4 line S 00°00'25" E, 838.80 feet to the Point of Beginning; thence continuing S 00°00'25" E, 391.05 feet; thence N 89°52'48" W, 607.22 feet to a point on the east line of "Countryside Estates No. 1" (L. 95, P. 27); thence along said line and also the east line of "Countryside Estates" (L. 82, P. 9) N 00°49'00" E, 421.49 feet; thence S 89°50'25" E, 180.00 feet; thence S 00°49'00" W, 30.00 feet; thence S 89°50'25" E, 421.59 feet to the Point of Beginning, containing 5.55 acres and subject to the rights of the public and of any governmental unit in any part of the land taken, used or deeded for road purposes and subject to easements and restrictions of record.



BEACH ROAD (43'-1/2 R.O.W.)

20-18-203-005
 LOT 91
 OAK RIVER SUBDIVISION #2
 (L. 184,P. 1-3)

20-18-202-011
 R-1-B

20-18-202-006
 LOT 1
 OAK RIVER SUBDIVISION #1
 (L. 171,P. 5-8)

CONSTRUCTION CONTRACTOR AGREES THAT IN ACCORDANCE WITH GENERALLY ACCEPTED ENGINEERING PRACTICES, THE CONSTRUCTION CONTRACTOR WILL BE REQUIRED TO ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION AND COMPLETE RESPONSIBILITY FOR THE SAFETY OF ALL PERSONS AND PROPERTY. THAT THIS REQUIREMENT SHALL BE MADE TO APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS, AND CONSTRUCTION CONTRACTOR FURTHER AGREES TO DEFEND, INDEMNIFY AND HOLD DESIGN PROFESSIONAL HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT EXCEPTING LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE DESIGN PROFESSIONAL.

NO.	DATE	DESCRIPTION
1	4-28-06	REVISED PER CITY OF TROY COMMENTS
2	9-16-05	REVISED PER CITY OF TROY COMMENTS
3	8-9-05	FINAL PRELIMINARY PLAT SUBMITTAL

CHOICE PROPERTIES, INC.
 755 WEST BIG BEAVER RD., SUITE 1275
 TROY, MICHIGAN 48064 (248)382-4150

FINAL PRELIMINARY PLAT
BEACHVIEW ESTATES SUBDIVISION
 A PART OF THE N.W. 1/4 OF SECTION 18, T-2N., R-11E.
 CITY OF TROY, OAKLAND COUNTY, MICHIGAN

DES. JBT/JC SUR. RS SCALE 1" = 40' JOB NO. 97192
 DN. CAT P.M. MJM DATE 4-18-00 DWG. NO. P-1

PROFESSIONAL ENGINEERING ASSOCIATES
 2430 Rochester Ct. Suite 100
 Troy, MI 48063-1872
 (248) 689-9090

CAUTION !!!

THE LOCATIONS AND ELEVATIONS OF EXISTING UNDERGROUND UTILITIES AS SHOWN ON THIS DRAWING ARE ONLY APPROXIMATE. NO GUARANTEE IS EITHER EXPRESSED OR IMPLIED AS TO THE COMPLETENESS OR ACCURACY THEREOF. THE CONTRACTOR SHALL BE EXCLUSIVELY RESPONSIBLE FOR DETERMINING THE EXACT UTILITY LOCATIONS AND ELEVATIONS PRIOR TO THE START OF CONSTRUCTION.



WHITE OAKS CT.



Shouhayib Investment Co.
Choice Development Corp.

Choice Properties, Inc.
Choice Marketing, Inc.

FEB 25 2008

February 21, 2008

Mr. Mark Miller, AICP/PCP
Planning Director
Troy Planning Department
City of Troy
500 W. Big Beaver Road
Troy, Michigan 48084

Re: Beachview Estates
Final Preliminary Plat Approval
Renewal

Dear Mr. Miller:

On behalf of Choice Properties, I would like to request that the Final Preliminary Plat Approval be renewed consistent with the requirements of the Troy Zoning Ordinance.

Thank you for your consideration of this request. If I need to address any additional concerns regarding this matter, please call me.

Sincerely,

David Donnellon, AIA,ALCP

Cc: Mr. Kamal Shouhayib, Choice Properties
Mr. Jerney Carnahan, PEA, Inc.

SUBDIVISION AGREEMENT

Resolution 2006-0
May 8, 2006

THIS AGREEMENT is entered into and executed this 8 day of May, ²⁰⁰⁶~~19~~,
between the CITY OF TROY, a Michigan municipal corporation, party of the first part, hereinafter
referred to as "City", and Beachview Estates LLC
755 W. Big Beaver, Suite 1275, Troy, MI 48084

party of the second part, hereinafter referred to as the "Owner".

WITNESSETH:

WHEREAS the Owner is the owner of certain real property described as follows: (See
attached Exhibit "A")

and

WHEREAS the Owner desires to plat same into a Single Family subdivision
and to erect 8 Homes thereon, for which development there is required the
installation of certain necessary public improvements, hereinafter described and specified, and

WHEREAS the Owner desires to install at his own expense all of the necessary
improvements, and

WHEREAS the City has expended and will be required to expend time and effort in
reviewing the various plans, specifications and other documents, and in the field inspection
involved in the development process.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained, it
is hereby mutually agreed by these parties as follows:

The Owner agrees that he has submitted a proposed plat of the Beachview Estates
subdivision embracing the above described property, and that he will as a condition precedent to

the terms and conditions of this Agreement promptly proceed with all the necessary steps to accomplish the recording of the said proposed plat; further, that as a part of said platting procedure, he has filed with the City Clerk cash deposits, escrow deposits, certified check, or irrevocable bank letter of credit to guarantee the installation of the public improvements in said proposed subdivision as required by the City and outlined in the "Detailed Summary of Required Deposits", attached to this Agreement as Exhibit "B".

II

The Owner represents and agrees that he has familiarized himself with the Subdivision Regulations as contained in Chapter 41 of the Troy City Code, the Engineering Design Standards and Landscape Design Standards, and with all other policies of the City Council which relate to the installation of subdivision improvements.

III

The Owner agrees that he will at his own expense furnish and install all of the public improvements specified in the attached Exhibit "B", in accordance with the plans and specifications furnished by the Owner to the City and approved by the City of Troy, the Michigan Department of Natural Resources, the Michigan Department of Health, and all other governmental agencies which may have jurisdiction, and in accordance with any and all other applicable laws and regulations of the City of Troy, County of Oakland, and State of Michigan. Said improvements shall be installed within a period of two years from the date of Final Approval of the Preliminary Plat of Beachview Estates Subdivision by the City Council.

IV

The Owner further represents that the estimated costs set opposite the various public improvements in the attached Exhibit "B" are to the best of his information, knowledge, and belief the correct estimated costs for each of such public improvements.

Council. Failure to comply with this provision shall suspend the approval of improvement construction plans by the City, and the Owners right to proceed with the processing of Beachview Estates Subdivision, until such time as a new "Detailed Summary of Required Deposits" is prepared, indicating any revisions in the estimated costs of required subdivision improvements, and reflecting any change in the Engineering Design Standards, since the inception of this Agreement. This revised information shall then become Exhibit "B", superseding that initially attached to this Agreement. The deposits or guarantees referred to in Paragraph I shall then be revised to cover the costs indicated in Exhibit "B" as revised.

VIII

The Owner agrees that he will maintain all streets located within the subdivision in which the improvements are to be installed in a reasonably safe and passable condition during the course of the work contemplated. The Owner further agrees and understands that no Building Permits, except those for builders "models" (the maximum number of which is established by City Building Department Policy in effect at the inception of this Agreement), shall be issued or sought for issuance until the street improvements called for by this Agreement have been completed and accepted by the City; further, all improvements constructed by the Owner in public right-of-ways or streets or alleys shall become the property of the City of Troy immediately upon the acceptance of said improvements by the City; further, this contract shall not be deemed to have been fully consummated and completed, until such time as the City has formally accepted the improvements to be made. "Acceptance" of subdivision improvements by the City shall be in accordance with established City administrative procedures in effect at the inception of this Agreement.

IX

The parties hereto understand and agree that all of the improvements herein referred to are at the expense of the Owner, and that there shall be no liability or obligation on the part of

V

The Owner agrees to pay all engineering, inspection, and other administrative costs of the City occasioned by the assignment of City Engineers, Inspectors, and other personnel to the construction work to be performed pursuant to this Agreement, provided however, that such costs shall be limited to either the flat rate or percentage customarily applied by the City to such matters as a firm City policy in existence at the inception of this Agreement, plus direct costs clearly chargeable to the construction work contemplated hereunder.

VI

Before proceeding with any of the work contemplated herein, the Owner will provide liability, property damage, and workmen's compensation insurance in amounts at least equal to that required by City specifications or standards in existence at the inception of this Agreement, naming the City as "Additionally Insured", protecting the City against any and all claims for damages to persons or property resulting from the installation of any of the public improvements herein contemplated, and true and accurate copies of said insurance policies will be filed with the City Manager. Higher levels of insurance coverage may be required by the City Manager when he determines that unique features of the particular improvement project, such as exceptional difficulty or hazards involved in construction, warrant such additional coverage. Any contractor or subcontractor employed by the Owner must be acceptable to the City, and before any contractor or subcontractor shall commence work on any of the improvements contemplated herein, such contractor or subcontractor must be approved by the City Manager.

VII

The Owner agrees that contracts covering the installation of all required subdivision improvements, with the exception of paving, shall be let within ninety (90) days from the date of Final Approval of the Preliminary Plat of Beachview Estates Subdivision by the City

the City to create any special assessment districts or to process any special assessments in reimbursement of the Owner.

X

The terms of this Agreement shall be coterminous with that of the Final Approval of the Preliminary Plat Beachview Estates Subdivision by the City Council, that being two (2) years from the date of said approval. A certified copy of the City Council Resolution granting such approval, and thus indicating the subject time period, is attached to this Agreement as Exhibit "C".

At the end of this time period, the subject Final Preliminary Plat Approval the approval of subdivision improvement construction plans, and this Agreement shall be terminated. Any extension of this time period, as in the case of the Final Preliminary Plat Approval, shall require the approval of the City Council. Prior to consideration, by the City Council, of any extension, revised estimates of costs of any required subdivision improvements not as yet completed shall be prepared, Exhibit "B" shall be revised accordingly, and revised deposits or guarantees shall be submitted by the Owner to the City.

XI

The Provisions and conditions of this Agreement constitute a covenant running with the land and shall be binding upon the heirs, successors, and assigns of the parties hereto, for the term of the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate on the day, month, and year first above appearing. By the execution of this Agreement, the City is authorized to record same in the office of the Oakland County Clerk and Register of Deeds.

WITNESSES

Laura Campbell
Laura Campbell
Charlene McComb
Charlene McComb

Keuda R. Herberts

APPROVED:

St. Vardetto
City Engineer
John Smith
City Manager
L. J. Bell
City Attorney

CITY OF TROY

By: *Louise Schilling*
Mayor
By: *Jonni Bartholomew*
City Clerk
By: Beachview Estates, LLC
Owner
By: Choice Development Corporation, Mg
By: *[Signature]*
Kamal H. Shouhayib, President
By: *Joseph P. Limbardo - Vice President*

RECEIVED

AUG 15 2005

ENGINEERING

LEGAL DESCRIPTION
OF
PROPERTY

EXHIBIT "A"

Part of the northwest $\frac{1}{4}$ of Section 18, T.2 N., R. 11 E., City of Troy, Oakland County, Michigan, commencing at the North $\frac{1}{4}$ corner of Section 18: thence along the north/south $\frac{1}{4}$ line S. $00^{\circ}00'25''$ E, 838.80 feet to the Point of Beginning: thence continuing S $00^{\circ}00'25''$ E, 391.05 feet; thence N $89^{\circ}52'48''$ W, 607.22 feet to a point on the east line of "Countryside Estates No. 1" (L. 95. P. 27): thence along said line and also the east line of "Countryside Estates" (L. 82. P. 9) N $00^{\circ}49'00''$ E, 421.49 feet; thence S $89^{\circ}50'25''$ E, 180.00 feet; thence S $00^{\circ}49'00''$ W, 30.00 feet; thence S $89^{\circ}50'25''$ E, 421.59 feet to the Point of Beginning. Containing 5.55 acres and subject to the rights of the public and of any governmental unit in any part of the land taken, used or deeded for road purposes and subject to easements and restrictions of record.

EXHIBIT "B"

Detailed Summary of Required Escrow Deposits or Performance Bond, Cash Fees & Deposits
 Beachview Estates
 8 Units - Section 18

ESCROW DEPOSITS or PERFORMANCE BOND:

Sanitary Sewers	\$22,650
Water Mains	<u>\$32,960</u>
Storm Sewers	<u>\$42,168</u>
Rear Yard Drains	<u>\$35,424</u>
Pavement - CONCRETE	<u>\$31,136</u>
Grading	<u>\$10,925</u>
Detention Basin	<u>\$3,000</u>
Soil Erosion Control Measures	<u>\$2,035</u>
Monuments and Lot Corner Irons	<u>\$430</u>
Temporary Access Road	<u>\$1,500</u>
Improvement of Park or Open Space	<u>\$5,000</u>
Deceleration and/or Passing Lane - MAJOR ROAD	<u>\$5,600</u>
Sidewalks - ON SITE	<u>\$5,400</u>
Sidewalks - OFF SITE	<u>\$1,275</u>
Deposit for the Repair of Damage to Existing Public Streets Used for Access	<u>\$6,000</u>

TOTAL ESCROW DEPOSITS (REFUNDABLE): \$205,503

+
\$20,551
cash

CASH FEES (NON-REFUNDABLE):

Water Main Testing and Chlorination	\$650 ✓
Street Name and Traffic Signs	<u>\$504 ✓</u>
Maintenance of Detention Basin (20 year)	<u>\$19,620</u>
Soil Erosion and Sedimentation Control Permits	<u>\$514 ✓</u>
Testing Services	<u>\$3,083 ✓</u>
Engineering Review and Inspection	<u>\$15,639 ✓</u>

TOTAL CASH FEES (NON-REFUNDABLE): \$40,009

40,010

CASH DEPOSITS (REFUNDABLE):

Sidewalk Closures	\$324 ✓
Deposit for Maintenance & Cleaning of Ex. Public Streets Used for Access	<u>\$2,000 ✓</u>
Landscape Deposit	<u>\$21,613</u>
Punchlist & Restoration Deposit	<u>\$3,309</u>

TOTAL CASH DEPOSITS (REFUNDABLE): \$27,246

\$87,806
Total
cash

CASH RECEIPT

CITY OF TROY

FUND _____

Date 7-8 Yr 05

M CHOICE DEVELOPMENT

Address _____

DESCRIPTION	AMOUNT
ESCROW DEPOSIT	20,551.00
WATER MAIN TESTING	650 -
SIGNS	504 -
NOTICE of DETENTION BARN	19,620 -
SOIL EROSION	514 -
TESTING	3083 -
Eng. Review	15,639 -
Cash Deposits	27,246 -
✓ #3177 = 87,806.⁰⁰ Total	87,807 -

All claims and returned goods MUST be accompanied by this receipt.

Clk 1⁰⁰
No D557158

PAID

Rec'd by _____

ORIGINAL - 8 2005

VALID RECEIPT ONLY WHEN STAMPED "PAID"

CITY OF TROY
TREASURER'S OFFICE

Fidelity and Deposit Company

Home Office

OF MARYLAND

Baltimore, MD. 21203

License and/or Permit Bond

BCND NO. LPM8788012

KNOW ALL MEN BY THESE PRESENTS:

That we, CHOICE DEVELOPMENT CORP as Principal, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, incorporated under the laws of the State of Maryland, with principal office P.O. Box 1227, Baltimore, Maryland 21203, as Surety, are held and firmly bound unto THE CITY OF TROY, 500 W. Big Beaver Rd, Troy, MI 48084, as Obligee, in the penal sum of Two hundred and five thousand, five hundred and three and no/100 Dollars, (\$205,503.) lawful money of the United States, for which payment, well and truly be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly, by these presents.

WHEREAS, the above bounden Principal has obtained or is about to obtain from the said Obligee a license or permit for developing 8 units at Section 18, Beachview Estates and the term of said license or permit is as indicated opposite the block checked below:

Beginning the ___ day of ___ 1999, and ending the ___ day of ___ 2000.

x Continuous, beginning the 15th day of July 2005.

WHEREAS, the Principal is required by law to file with THE CITY OF TROY a bond for the above indicated term and conditioned as hereinafter set forth.

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, That if the above bounden Principal as such licensee or permittee shall indemnify said Obligee against all loss, costs, expenses or damage to it caused by said Principal's non-compliance with or breach of any laws, statutes, ordinances, rules or regulations pertaining to such license or permit issued to the Principal, which said breach or non-compliance shall occur during the term of this bond, then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED, that if this bond is for a fixed term, it may be continued by Certificate executed by the Surety hereon; and

PROVIDED FURTHER, that regardless of the number of years this bond shall continue or be continued in force and of the number of premiums that shall be payable or paid, the Surety shall not be liable hereunder for a larger amount, in the aggregate, than the amount of this bond, and

PROVIDED FURTHER, that if this is a continuous bond and the Surety shall so elect, this bond may be cancelled by the Surety as to subsequent liability by giving thirty (30) days notice in writing to said Obligee.

Signed, sealed and dated the 8th day of July, 2005.

By _____

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By Irene Basso
Irene Basso

Irene Basso
Attorney-in-Fact