

DOC. NO. 254083

LIBERO 733 FOLIO 50

RECEIVED  
CLERK, CIRCUIT COURT

MALLARD RUN SUBDIVISION  
WATER AND SEWER

00 MAY 11 AM 10:44

DEED AND AGREEMENT FOR UTILITY ASSESSMENTS  
QUEEN ANNE'S COUNTY

THIS DEED AND AGREEMENT is made this 11<sup>th</sup> day of MAY, 2000, by and between MARYLAND UTILITY COMPANY, LLC ("Grantor" and/or "Utility Company") and MALLARD RUN, LLC, ("Grantee" and/or "Developer").

WITNESSETH:

WHEREAS, the Developer by Deed executed and recorded prior hereto conveyed to the Utility Company herein lots of land located in the above subdivision or condominium located in Queen Anne's County, which lots, units or parcels of land are more specifically described hereinbelow or in Exhibits attached hereto; and

WHEREAS, it is the intention of the Utility Company and the Developer to provide the above described parcels and the lots and dwellings to be built thereon (hereinafter the term "lot" or "lots" shall also include and mean the dwelling unit built thereon) with sewer and water pipes in the streets, connections from those pipes in the street to each individual lot, and transmission lines to the sewer treatment area, to be installed by the Utility Company or the Developer or their appointees or designees and maintained by same until such time as Queen Anne's County (the "County") agrees to accept responsibility for same; all of such pipes, connections and transmission lines being hereinafter collectively referred to as the "Facilities"; and

WHEREAS, the Developer has agreed with the County that in consideration of the construction of the Facilities by the Utility Company or its designee in accordance with the County's specifications at no cost to the County and, upon completion, the connection of the Facilities to the water and sewer systems of the County, the County has agreed that it will not impose any connection charges, capital facilities and front foot benefit assessments against the lots; and

WHEREAS, the Developer and Utility Company have covenanted and agreed to establish charges (the "Utility Assessments") upon all of the individual lots in the subdivision whereby the costs of the construction and installation incurred for the Facilities shall be covered or defrayed by payment of the Utility Assessments imposed herein to Utility Company by the owner or owners of said lots, their respective personal representatives, heirs, successors and assigns, in equal installments over a period of thirty (30) years, beginning on the Commencement Date as hereinafter defined in Section Fourth; and

WHEREAS, the maintenance after construction of said pipes and connections, insofar as they are located within the streets and are not located within an individual lot, is to be the responsibility of the County in accordance with the terms of the public works or other utility agreement between the County and the Developer or its successor developers; and

WHEREAS, the water and sewer service to be supplied to the lots and used by the owners of said lots shall be furnished by the County, and the County shall bill for water and wastewater consumption and use charges for the use of the utilities themselves to the individual lot owners from time to time; and

WHEREAS, in order to make the covenant and agreement to pay the Utility Assessments a lien and covenant and agreement running with the land and binding upon the parties hereto and each of their respective heirs, personal representatives, successors and assigns, and all future lot

|                |              |
|----------------|--------------|
| IMP FD SURF \$ | 5.00         |
| RECORDING FEE  | 20.00        |
| TOTAL          | 25.00        |
| Ref# 0A01      | Rcrt # 32709 |
| SM RCB         | Blk # 1437   |
| May 11, 2000   | 10:46 am     |

QUEEN ANNE'S COUNTY CIRCUIT COURT (Land Records) SM 733, p. 0050, MSA\_CE58\_907. Date available 05/01/2006. Printed 08/30/2024.

owners, the parties to this Agreement have agreed to enter into this Deed and Agreement whereby the Utility Company, having previously received the aforesaid lots from the Developer, will convey the same lots to the Developer charged with the covenants and agreements and the Utility Assessments hereinafter set forth.

NOW, THEREFORE, for and in consideration of the premises stated herein, and other considerations relating to the construction of the Facilities (but no monetary consideration for the conveyance of the lots), the receipt and adequacy of which is hereby acknowledged, and the performance of the covenants, agreements, conditions and charges hereinafter set forth, the Utility Company and the Developer do hereby grant, covenant and agree as follows:

FIRST: The Utility Company does hereby grant and convey unto the Developer in fee simple, subject to the covenants, agreements, conditions, charges and Utility Assessments hereinafter set out, all of the following lots of ground being marked and designated as follows:

BEING and intended to be Lots numbered 1 through 80 on the Plat(s) of Mallard Run Subdivision, which Plat(s) are recorded among the Plat Records of Queen Anne's County in Plat Book SM 28, Pages 51A, 51B and 51C.

BEING and intended to be the same property which by deed dated of even date herewith and recorded or intended to be recorded among the Land Records of Queen Anne's County immediately prior hereto was granted and conveyed unto the Grantor herein.

TOGETHER with the buildings and improvements thereupon and the rights, alleys, ways, waters, privileges, appurtenances and advantages to the same belonging or in anywise appertaining.

TO HAVE AND TO HOLD the above granted property unto the said Developer named hereinabove, its successors and assigns, forever in fee simple, subject, however, to the liens, covenants, agreements, conditions, charges and Utility Assessments which it is hereby covenanted and agreed shall be binding upon the Developer, its successors and assigns, and all future lot owners, and upon Utility Company, its successors and assigns, and upon all the land included as aforesaid.

SECOND: Each of the aforesaid lots shall be subject to this Deed and Agreement and the annual Utility Assessments, representing annual charges to cover or defray the cost of the construction and installation of sewer and/or water pipes in the streets, connections from the pipes in the street to each individual lot and transmission lines to the sewer treatment area, as well as other charges in connection therewith.

THIRD: By acceptance of title to any of the land included in the aforesaid tract, the owner of any lot from the time of acquisition of title thereto shall be held to have covenanted and agreed to pay to Utility Company, its successors and assigns, all Utility Assessments provided for in this Deed and Agreement due and unpaid at the time the lot owner acquires title, and all Utility Assessments thereafter falling due as long as said lot owner shall hold title of record, without the

right in any event to reimbursement from the Developer or Utility Company for charges which the lot owner may pay in advance. A certificate in writing, signed by a representative of Utility Company, its successors or assigns, will be given on request to any lot owner liable for said assessments, setting forth the status of such assessments with respect to the lot in question and in reference to which an inquiry is made.

FOURTH: The Utility Assessments shall commence (the "Commencement Date") upon the first to occur of the following:

4.1.1 the date the lot containing such dwelling unit is conveyed to an owner other than the Developer or a company related to Developer or a home building company in a contractual relationship with the Developer;

4.1.2 the date of initial occupancy of any dwelling unit constructed on any lot which is subject to this Deed and Agreement for Utility Assessments;

4.1.3 the date which is three months after the issuance of a Certificate of Occupancy or similar permit issued by the appropriate governmental agency with respect to such dwelling unit; or

4.1.4 the date which is ten (10) years after the date of execution of this Deed and Agreement, and end thirty (30) years later when paid in full, such payments to be known as the "Utility Assessments".

4.2 All such annual Utility Assessments shall be due and payable in advance on the first day of January in each year as stated herein. Notwithstanding that the Utility Assessments are annual payments, the first annual installment payment shall be due and payable in full in advance on the Commencement Date, without modification, adjustment or proration, irrespective of where that date falls in the calendar year. In most circumstances, the Commencement Date shall be the date of settlement and delivery of the deed from the Developer or home building company to the first owner of the lot with a new dwelling unit constructed thereon.

4.3 The second installment payment of the Utility Assessments shall be due and payable in full in advance on the first day of the first January immediately following the Commencement Date (regardless of when the first annual installment was paid, even if paid in December) and on the first day of January of each year thereafter until 30 full installment payments of the Facilities Charges have been made.

FIFTH: The annual Utility Assessments for Water and Sewer, payable by the owner on each lot during the thirty (30) year period shall be \$400.00, and each of the lots subject to this Deed and Agreement shall be liable for the aforesaid annual Utility Assessments in the amount of \$400.00 per year for 30 years.

SIXTH: All Utility Assessments payable in accordance with this Deed and Agreement shall be payable to the Utility Company named below, its successors and assigns, in accordance with billings issued from time to time by the Utility Company, its successors and assigns, at the address stated at the end of this document, or such other address as is used by the Utility Company from time to time. Failure to send or to receive a Utility Assessment bill shall not relieve an owner of his or her or its or their liability to pay said Utility Assessments or interest or costs or attorneys fees or other charges in connection therewith.

SEVENTH: If any such Utility Assessments remain unpaid for thirty (30) days after the

due date provided for herein, regardless of whether the billing for the Utility Assessment is sent or received, there shall be a late payment charge of ten percent (10%) of the late payment, plus the Utility Assessments shall bear interest at the rate of one and one-half (1.5%) percent per month dating from its due date until paid, together with late charges and attorney's fees of at least Two Hundred Fifty Dollars (\$250.00) or as actually expended, whichever is greater. The Utility Company may collect the delinquent Utility Assessments by a contract action at law or by a bill in equity to enforce such assessments, which such assessments shall be deemed to be a lien against the real property enforceable and collectible under the Maryland Contract Lien Act contained in the Real Property Article of the Annotated Code of Maryland, together with interest and late charges and attorney's fees of at least Two Hundred Fifty Dollars (\$250.00) or as actually expended, whichever is greater, together with any private process server and other collection costs, and any judgment or decree obtained, where the Defendants have been served by summons or subpoena, shall have the force and effect of a judgment in personam. The lien created hereby and as may be obtained pursuant to the Maryland Contract Lien Act shall be effective from and shall relate back to the date of execution and recordation of this Deed and Agreement, which hereby secures payment from this date of all the Utility Assessments and costs and expenses of collection. The Utility Company may sue at law or file a bill in equity to enforce the Utility Assessments against the owner of record at the time such Utility Assessments became due, or the owner of record at the time such suit is filed or any owner of record between such dates, and publication thereof in a newspaper of general circulation in the county once a week for three (3) successive weeks shall constitute notice to all persons having any interest in the property. After written notice thereof by certified mail to all affected owners and parties as well as any creditors holding security interests of record on the property, the Utility Company may accelerate the remaining Utility Assessments and declare them to be due and payable in their entirety thirty (30) days after such written notice. If the full amount of said accelerated Utility Assessments are not paid within thirty (30) days thereafter, then the entire balance remaining due may be collected by the Utility Company, its successors and assigns, as a lien against the land as provided above, which lien shall be effective and date from the date of execution and recording of this Deed and Agreement. In that regard, the Utility Company retains a power of sale of the property conveyed hereby and may upon such default and acceleration sell the lot pursuant to the Maryland Rules of Procedure, and any parties affected hereby consent to the passage of a decree for the sale of the land and premises and improvements at public auction pursuant to the then applicable rules of procedure for the Circuit Courts of Maryland relating to sales of property and foreclosure of mortgages and other security devices. Notwithstanding any acceleration rights that the Utility Company may exercise, any lot owners, or their successors and assigns, shall have the right to have enforcement of this Deed and Agreement discontinued at any time prior to the sale pursuant to any decree of sale or power of sale referred to herein if they shall meet certain conditions as follows:

7.1 All sums then due together with interest and all costs and attorneys fees shall be paid, excluding the accelerated portion of the claim;

7.2 All expenses incurred in enforcing this Deed and Agreement including but not limited to all attorney's fees expended, court costs, private process server fees or any other costs actually incurred in the enforcement of same shall be paid.

In the event the above conditions are fulfilled, then this Deed and Agreement and the obligations set forth herein shall remain fully effective as if no acceleration had occurred. The Utility Company's right to declare acceleration shall accrue in the event that there shall be a default in payment under the terms of this Deed and Agreement in two (2) separate years.

EIGHTH: No sale, lease, mortgage, disposition or transfer of the aforesaid lots shall be made or operate otherwise than subject to the aforesaid covenants, agreements, conditions, liens, charges and Utility Assessments, and all the covenants, agreements, conditions, liens and Utility Assessments herein contained shall run with and bind the land, each and all of the above mentioned lots and premises and every part thereof, the Developer, its successors and assigns, and the present and future owners of each of the lots and each of his respective personal representatives, executors, administrators, heirs, successors and assigns.

NINTH: The Utility Company shall have the right to sell, transfer, hypothecate, assign, pledge or in any other fashion, collateralize or encumber to any party its ownership of and right to collect any of the Utility Assessments set forth herein.

TENTH: Payments to the Utility Company as of the date of the execution of this Deed and Agreement shall be made to the following address:

Maryland Utility Company, LLC  
POB 142  
Chester Maryland 21619  
Fax Number: 410-643-6501

or to such other such address as may be provided.

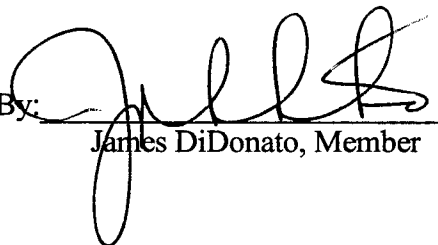
AND the Grantor hereby covenants that it has not done nor suffered to be done any act, matter or thing, other than as herein provided, to encumber the property hereby granted, that it will warrant specially the property hereby granted and conveyed, and that it will execute such further assurances of said land as may be requisite. Grantor further certifies that this is not a conveyance of all or substantially all of the assets of the Grantor, and that it is a transaction done in the ordinary course of business of the corporate grantor, and does not require stockholder approval nor Articles of Sale and Transfer.

AS WITNESS the name and seal of said Grantor and the signature of its authorized officer(s).

WITNESS/ATTEST:

GRANTOR:  
MARYLAND UTILITY COMPANY LLC

  
\_\_\_\_\_

By:  (SEAL)  
James DiDonato, Member

QUEEN ANNE'S COUNTY CIRCUIT COURT (Land Records) SM 733, p. 0054, MSA\_CE58\_907. Date available 05/01/2006. Printed 08/30/2024.

WITNESS/ATTEST:

[Signature]

GRANTEE:

MALLARD RUN, LLC

By:

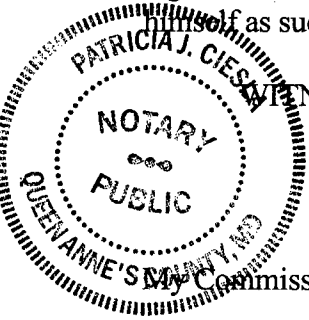
[Signature] (SEAL)  
James DiDonato, Member

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

I HEREBY CERTIFY, that on this 11<sup>th</sup> day of MAY, 2000, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared James DiDonato, who acknowledged himself to be the Authorized Person and Member of the Grantor named above, and that he as such being authorized so to do, executed the within Deed and Agreement for the purposes therein contained, by signing in my presence the name of the LLC by himself as such authorized agent.

WITNESS my hand and Notarial Seal.

[Signature]  
Notary Public

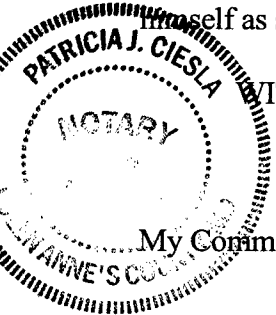


STATE OF MARYLAND, COUNTY OF QUEEN ANNE'S, TO WIT:

I HEREBY CERTIFY, that on this 11<sup>th</sup> day of MAY, 2000, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared James DiDonato, who acknowledged himself to be the Authorized Person and Member of the Grantee named above, and that he as such being authorized so to do, executed the within Deed and Agreement for the purposes therein contained, by signing in my presence the name of the LLC by himself as such authorized agent.

WITNESS my hand and Notarial Seal.

[Signature]  
Notary Public



RECEIVED FOR TRANSFER  
State Department of  
Assessments & Taxation  
For Queen Anne's County.

[Signature] 5/11/00  
By Date

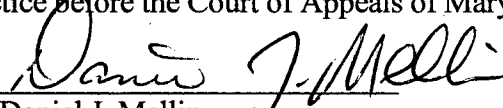
TAXES LEVIED AS OF 5/11/00  
PAID TO 6/30/00  
[Signature]  
CLERK, Q.A.'S CO. FINANCE OFFICE

Agricultural Transfer Tax  
Amount of \$ 0  
Signature [Signature]

QUEEN ANNE'S COUNTY CIRCUIT COURT (Land Records) SM 733, p. 0055, MSA\_CE58\_907. Date available 05/01/2006. Printed 08/30/2024.

CERTIFICATION

I hereby certify that the foregoing Deed and Agreement for Utility Assessments was prepared by the undersigned attorney admitted to practice before the Court of Appeals of Maryland.

  
Daniel J. Mellin

NOTE TO TAX OFFICE: There are no transfer and recordation taxes due on this instrument, which is immediately preceded by a no-monetary-consideration deed in order to establish covenants and liens for utility assessments.

AFTER RECORDING RETURN TO:

MARYLAND UTILITY COMPANY LLC  
POB 142  
CHESTER MD 21619-0142

QUEEN ANNE'S COUNTY CIRCUIT COURT (Land Records) SM 733, p. 0056, MSA\_CE58\_907. Date available 05/01/2006. Printed 08/30/2024.

EXHIBIT A

LIBERO 733 FOLIO 57

**PRIVATE WATER AND SEWER FACILITIES ASSESSMENT**  
**DISCLOSURE ADDENDUM**

TO CONTRACT DATED: \_\_\_\_\_

PROPERTY: Lot \_\_\_\_\_, Subdivision of Mallard Run  
Queen Anne's County

SELLER: MALLARD RUN, LLC

BUYER: \_\_\_\_\_

**NOTICE TO BUYER**  
**REGARDING PRIVATE WATER AND SEWER FACILITIES**  
**ASSESSMENTS AND FACILITIES' CHARGES**

This property is subject to an annual fee or assessment which purports to cover or defray the cost of installing or maintaining all or part of the public water and sewer facilities constructed by the developer of the above described subdivision.

This annual fee or assessment is as follows:

- a. \$400.00 payable annually in the month of January for 33 years commencing in or about the date of settlement in the year 2000.
- b. To:  
Utility Company: MALLARD UTILITY COMPANY LLC  
Address: POB 142 CHESTER MD 21619-0142

There may be a right of prepayment or discount for early payment, which may be obtained by contacting the Utility Company Lienholder. This annual fee or assessment is a contractual obligation between the Utility Company Lienholder and each owner and successor owner of this property, and is not in any way a fee or assessment by Queen Anne's County. This provision shall survive settlement hereunder and the execution and delivery of the deed, and shall be specifically incorporated in the original deed and all subsequent deeds. Purchaser will be required to sign the deed of conveyance at settlement acknowledging the existence of the water and sewer facilities assessments.

Witness:  
  
\_\_\_\_\_

Seller:  
Mallard Run, LLC

By: \_\_\_\_\_ (Seal)  
James DiDonato, Member

Witness:  
  
\_\_\_\_\_

Purchaser:  
  
\_\_\_\_\_ (Seal)



**DEED PROVISION**

THE PROPERTY HEREIN is subject to a lien for water and sewer facilities charges (private front foot utility benefit assessment) imposed by Mallard Utility Company LLC its successors and assigns, pursuant to a Deed and Agreement for Water and Sewer Facilities Charges between the original Developer of the subdivision and Mallard Utility Company LLC, recorded among the Land Records of Queen Anne's County in Liber \_\_\_\_, folio \_\_\_\_, which Agreement provides that the lots in the subdivision are subject to a lien and covenant running with the land as a general uniform plan of development in the total dollar amount of \$400.00 per annum for the water and sewer facilities utility assessments charges, which covenant and lien lasts for thirty three (33) years or more. All Grantees, their successors and assigns, are bound by said Deed and Agreement for Water and Sewer Facilities Utility Assessment Charges. This is not a charge for water and wastewater usage and disposal, which utility services are billed directly by Queen Anne's County. This provision shall be specifically incorporated in all deeds to all lots to the above named subdivision.