

NO CONSIDERATION  
NO TITLE EXAMINATION

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THIS DEED AND AGREEMENT, made this 21<sup>st</sup> day of December, 1989, by and between CENTRAL MARYLAND UTILITIES, INC., a body corporate of the State of Maryland, whose post office address is 2 Evergreen Road, Severna Park, Maryland 21146, hereinafter referred to as "Grantor", and REIR, INC., a body corporate of the State of Maryland, hereinafter referred to as "Developer".

WITNESSETH:

WHEREAS, the <sup>REIR</sup> Developer by Deed executed and recorded prior hereto conveyed to the <sup>CEN MD UTILITIES</sup> Grantor herein all of those lots described on Exhibit "A" attached hereto and made a part hereof; and

WHEREAS, it is the intention of the Grantor to provide for the Developer the above-described lots with sewer pipes in the streets, sewer connections from sewer pipes in the street to each individual lot line, sewer transmission lines to the sewer treatment area, and necessary treatment facilities to be installed by the Grantor or his agents, and maintained by the Grantor or its agents until such time as Anne Arundel County (the "County") agrees to accept responsibility for same; all of such pipes, connections and transmission lines being hereinafter referred to collectively as the "Sewer Facilities"; and

WHEREAS, the Developer and Grantor have covenanted and agreed to establish charges upon the aforesaid lots whereby the costs of the construction and installation paid by the Grantor of the Sewer Facilities located within the boundaries of the Plat entitled "Sandridge", is to be paid by the owner or owners of the said lots, their respective personal representatives, successors and assigns, in annual installments over a period of thirty three

ACCT. 4-678-90063750 thru 3763  
4-678-9006376 thru 3810  
ALL LIENS ARE PAID AS OF 12/29/89 A.A. COUNTY CONTROLLER BY [Signature]

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RECEIVED FOR TRANSFER  
State Department of  
Assessments & Taxation  
for Anne Arundel County  
KENNETH H. TSCHANER

12/29/89  
C.M. Hite  
12/29/89

12/29



(33) years, beginning the 1st day of January, 1990, and ending the 31st day of December, 2022; such payments are to be known as "Sewer Facilities Charges"; 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 Grantor and its agents until such time as an agreement may be reached between the Grantor and the County for the County to assume the responsibility for the same; and

WHEREAS, in order to make the covenant and agreement to pay the Sewer Facilities Charges, a covenant and agreement running with the land and binding upon the parties hereto and each of their respective personal representatives, successors and assigns, the parties to this Agreement have agreed to enter into this Deed and Agreement whereby the Grantor, having previously received the aforesaid lots from the Developer, will convey the same lots to the Developer charged with the covenants and agreements hereinafter set forth.

NOW, THEREFORE, for and in consideration of the premises and the sum of Five Dollars (\$5.00) in hand paid by each of the parties to the other, the receipt whereof is hereby acknowledged, and the performance of the covenants, agreements, conditions and charges hereinafter set forth, Grantor and Developer do hereby grant, covenant and agree as follows:

FIRST: The Grantor does hereby grant and convey unto Developer, in fee simple, subject to the covenants, agreements, conditions and charges hereinafter set out, all those lots of ground situate and lying in Anne Arundel County, State of Maryland, described on Exhibit "A" attached hereto and made a part hereof.

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 Developer, its successors and assigns, forever in fee simple, subject, however, to the following covenants, agreements, conditions and charges which it is hereby covenanted and agreed shall be binding upon the Developer, its successors and assigns, and upon the Grantor, 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 Sewer Facilities Charges, representing annual charges for the construction and installation of sewer pipes in the streets, sewer connections from the sewer pipes in the street to each individual lot line, sewer transmission lines to the sewer treatment area and any other treatment facility to be used in connection therewith, which Sewer Facilities Charges shall constitute a lien or encumbrance on the land with respect to which said charge is made.

THIRD: By acceptance of title to any of the land included in the aforesaid tract, the owner, from the time of acquiring title thereto, shall be held to have covenanted and agreed to pay to Grantor, its successors and assigns, all charges provided for in this Deed and Agreement, due and unpaid at the time the lot owner acquires title, and all charges 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 Grantor for charges which the lot owner may pay in advance. A certificate in writing signed by a representative of Grantor, its successors or assigns, will be given on demand to any lot owner liable for said charges, setting forth the status of such charges with respect to the lot in question and in reference

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to which an inquiry is made, and such certificate in favor of any one relying thereon to his damage shall be binding on Grantor, its successors and assigns.

**FOURTH:** The Sewer Facilities Charges shall commence on January 1, 1990 and continue for a period of thirty three (33) years on an annual basis, and will terminate, except as to those charges unpaid, on December 31, 2022. All such annual charges shall be due and payable in advance on the 1st day of January, 1990, for the first year, and on the same day of each and every year thereafter, until paid in full.

**FIFTH:** The annual Sewer Facilities Charges payable by the owner of each lot shall be Two Hundred Dollars (\$200.00), and each of the lots subject to this Deed and Agreement shall be liable for the annual charge.

**SIXTH:** All Sewer Facilities Charges payable in accordance with this Deed and Agreement shall be payable to Grantor, its successors and assigns, in accordance with billings issued from time to time by Grantor, its successors and assigns. Failure to receive a front foot assessment bill does not relieve an owner of his/her/its liability to pay front foot assessments or interest.

**SEVENTH:** If any such charges remain unpaid for sixty (60) days after becoming due, there shall be a delinquent charge of one-half (1/2) of one percent (1%) per month beginning sixty (60) days after the due date. Grantor may collect the delinquent charges by an action of assumpsit or by a bill in equity to enforce such charges, 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. Grantor may sue, or file a bill in equity to enforce such charges, against the owner of record at the time such suit is filed or the owner of record between such dates, and publication thereof shall be notice to all persons having any interest in the property.

**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 and charges 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 their respective personal representatives, executors, administrators, heirs, successors and assigns.

**NINTH:** The Grantor shall have the right to assign, pledge or in any other fashion encumber to any party, its right to any of the charges set forth herein.

**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, and 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.

**WITNESS** the corporate seal of the Developer and the signature of its President.

**WITNESS** the corporate seal of the Grantor and the signature of its Vice President.

**WITNESS:**

Jean L. Beahm

**REIR, INC.**

By: Fred Pritt (Seal)  
Fred Pritt, Pres.

Jean L. Beahm

**CENTRAL MARYLAND UTILITIES, INC.**

By: Fred Pritt (Seal)

STATE OF MARYLAND, COUNTY OF ANNE ARUNDEL, to wit:

I HEREBY CERTIFY, that on this 21<sup>st</sup> day of December 1989, before me, the subscriber, a Notary Public of the State aforesaid; personally appeared Fred Pritt, who acknowledged himself to be the President of REIR, INC., a Maryland Corporation, and that he as such officer, 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 corporation by himself as such officer. He also made oath in due form of law that no consideration has been or is to be paid for this conveyance.

WITNESS my hand and Notarial Seal.

Deana M. Pritt  
Notary Public



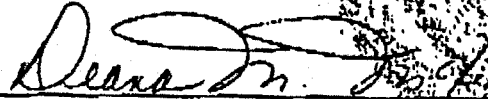
My Commission Expires: 7/1/90

STATE OF MARYLAND, COUNTY OF ANNE ARUNDEL, to wit:

I HEREBY CERTIFY, that on this 21<sup>st</sup> day of December 1989, before me, the subscriber, a Notary Public of the State aforesaid, personally appeared Fred Pritt, who acknowledged himself to be the President of Central Maryland Utilities, Inc., a Maryland Corporation, and that he as such officer, 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 corporation by himself as such officer.

WITNESS my hand and Notarial Seal.

LIBERTY 1908 530



Notary Public

My Commission Expires: 5/1/90

rfp7048.sew  
(12/21/89)