



**NOTICE REQUIRED BY MARYLAND LAW
REGARDING DEFERRED WATER AND SEWER CHARGES**

Seller(s): _____

Buyer(s): _____

Property Address: _____

Seller makes the following disclosure regarding deferred water and sewer charges:

THIS PROPERTY IS SUBJECT TO A FEE OR ASSESSMENT THAT PURPORTS TO COVER OR DEFRAY THE COST OF INSTALLING OR MAINTAINING DURING CONSTRUCTION ALL OR PART OF THE PUBLIC WATER OR WASTEWATER FACILITIES CONSTRUCTED BY THE DEVELOPER.

The fee or assessment is _____

payable annually quarterly monthly

until _____

to _____

at the following address: _____

THERE MAY BE A RIGHT OF PREPAYMENT OR A DISCOUNT FOR EARLY PREPAYMENT, WHICH MAY BE ASCERTAINED BY CONTACTING THE LIENHOLDER. THIS FEE OR ASSESSMENT IS A CONTRACTUAL OBLIGATION BETWEEN THE LIENHOLDER AND EACH OWNER OF THIS PROPERTY, AND IS NOT IN ANY WAY A FEE OR ASSESSMENT IMPOSED BY THE COUNTY IN WHICH THE PROPERTY IS LOCATED.

If a Seller subject to this law fails to comply:

(a) Prior to settlement, Buyer is entitled to rescind in writing the sales contract without penalty or liability. On rescission, Buyer is also entitled to the full return of any deposits made on account of the sales contract. If any deposits are held in trust by a licensed real estate broker, the return of the deposits to a Buyer under this law shall comply with the procedures of the Business Occupations and Professions Article of the Annotated Code of Maryland. Buyer's right of rescission shall terminate five days after Seller provides to Buyer written notice in accordance with this requirement; and

(b) After settlement, Seller shall be liable to Buyer for the full amount of any fee or assessment not disclosed, unless Seller was never charged a fee or assessment to defray the costs of public water or wastewater facilities by the developer, a successor of the developer, or a subsequent assignee.

Seller Signature Date

Seller Signature Date

Buyer Signature Date

Buyer Signature Date