

AGREEMENT

THIS AGREEMENT (“Agreement”) entered into this ____ day of _____, 2015, by and between Town of Perryville (“Town”) and _____ and _____ (collectively “Owner”).

EXPLANATORY STATEMENT: Pursuant to a Deed dated _____, and recorded among the Land Records of Cecil County, Maryland in Liber _____, page _____, Owner owns the improved real property located in the Town known as _____ Elm Street (“the Property”). The Town is undertaking a project to reconstruct Elm Street in the vicinity of the Property (“the Project”). In the course of the Project, the Town learned that there is an illegal connection on the Property into the Town’s drainage system or the Town’s sanitary sewer system. The Town is requiring the Owner to terminate the illegal connection and, at Owner’s option, install a proper connection (“the Work”). The Town and Owner agree to have the Town undertake the Work, at the Owner’s cost and expense, under the terms and conditions set forth in this Agreement. Now, therefore,

WITNESSETH, that for and in consideration of the EXPLANATORY STATEMENT, which is a material part of this Agreement and not merely prefatory, and other good and valuable considerations, the receipt and adequacy of which are acknowledged by the Town and Owner, the Town and Owner agree as follows:

1. Permission to Perform Work. Owner gives the Town and Town’s contractors permission to perform the Work on the Property in accordance with the Scope of Work attached to this agreement as Exhibit A. For that purpose, Owner agrees that the Town and its contractors may enter upon the Property to perform the Work, provided, however, that the Property shall be left in good condition upon completion of the Work.

2. Agreement to Pay for Cost of Work. Owner agrees to pay the Town for the cost of the Work as set forth on Exhibit B to this Agreement. The cost of the Work shall be a personal obligation of the Owner, and a lien on the Property, until paid. Payment for the Work will be due and owing, without interest, thirty (30) days after Owner receives an invoice from the Town upon completion of the Work (“Due Date”). At Owner’s option, Owner may pay the cost of the Work in up to ten (10) equal annual installments (“Installment Payment”), with the first Installment Payment being due on the Due Date and each succeeding annual Installment Payment in each of the succeeding years, up to nine (9) years, being payable on the anniversary of the Due Date. The number of installments, not to exceed ten (10) will be determined by Town staff based upon the actual cost of the work to be done. Owner agrees to pay a late charge of ten per cent of an unpaid Installment Payment if the Owner does not pay that Installment Payment within thirty (30) days after the Due Date or after the anniversary date of the Due Date, as applicable.

3. Acceleration of Amounts Due. If Owner elects to pay for the Work by making installment payments and does not pay any Installment Payment when due, and after the Town gives Owner at least ten (10) days prior written notice and opportunity to make the payment, the

Town may declare a default and accelerate the remaining unpaid balance so that it will be immediately due and payable. Furthermore, if Owner sells or otherwise transfers title to the Property before the cost of the Work and late charges have been paid in full, any unpaid amounts shall be immediately due and payable at the time of transfer of title.

4. Town Attorney Fees for Breach. If Owner breaches this Agreement Owner shall pay the reasonable attorney fees, litigation costs and expenses, and other costs and expenses incurred by Town to enforce Town's rights under this Agreement or to seek and collect damages for the breach.

5. Notices to Owner. The Town shall give all notices under this Agreement in writing addressed to Owner at the Property or at such other address as Owner designates in writing to the Town.

6. Choice of Law. This Agreement shall be construed under the laws of the State of Maryland without regard to those principles governing conflicts or choice of laws.

7. Time of the Essence. Time is of the essence of this Agreement and the performance of the Town's and Owner's obligations under this Agreement.

8. Binding Effect; Covenant Running With Land. This Agreement shall be binding upon, and inure to the benefit of the Town and the Owner, and their respective heirs, personal representatives, successors, legal representatives and assigns, and shall bind and be a covenant running with the land.

9. Entire Agreement. This Agreement contains the entire agreement between the Town and Owner regarding the subject matter of this Agreement, and supersedes all prior negotiations, representations, understandings and agreements.

IN WITNESS WHEREOF, the Town and Owner have executed this Agreement as of the date written at the beginning of this Agreement.

ATTEST:

TOWN OF PERRYVILLE

Jackie Sample, Town Clerk

By: _____(SEAL)
James L. Eberhardt, Mayor

WITNESS:

_____(SEAL)
Owner

_____(SEAL)
Owner

STATE OF MARYLAND, COUNTY OF CECIL, to wit:

I HEREBY CERTIFY that on the ____ day of _____, 2015, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared James L. Eberhardt, known to me or satisfactorily proven to be the Mayor of the Town of Perryville, a municipal corporation of the State of Maryland, and acknowledged that, being duly authorized to do so, he executed the foregoing Agreement on behalf of the Town of Perryville for the purposes therein contained.

WITNESS my hand and Notarial seal.

Notary Public
My Commission expires:_____

STATE OF MARYLAND, COUNTY OF CECIL, to wit:

I HEREBY CERTIFY that on the ____ day of _____, 2015, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared _____, known to me or satisfactorily proven to be the person who executed the within instrument, and acknowledged that he/she executed the foregoing Agreement for the purposes therein contained.

WITNESS my hand and Notarial seal.

Notary Public
My Commission expires:_____

STATE OF MARYLAND, COUNTY OF CECIL, to wit:

I HEREBY CERTIFY that on the ____ day of _____, 2015, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared _____, known to me or satisfactorily proven to be the person who executed the within instrument, and acknowledged that he/she executed the foregoing Agreement for the purposes therein contained.

WITNESS my hand and Notarial seal.

Notary Public

My Commission expires:_____

I HEREBY CERTIFY that I am an attorney admitted to practice before the Court of Appeals of Maryland and that the within instrument was prepared by me or under my supervision.

Frederick C. Sussman

Date: _____

AFTER RECORDATION RETURN TO:

Denise Breder, Town Administrator
Town of Perryville
515 Broad Street
P.O. Box 773
Perryville, MD 21903

EXHIBIT A
SCOPE OF WORK

EXHIBIT B
COST OF WORK