



Anne Arundel County Association of REALTORS®



THE FOLLOWING PARAGRAPHS APPLY ONLY IF BOTH BUYER(S) AND SELLER(S) INITIAL THEM:
Please check appropriate box or boxes and provide required information:

1. Owner(s) states that the property herein described is NOT subject to any Public or Private Front Foot Benefit Assessment and/or Capital Facilities Assessment.

Owner(s) states that the herein described property is subject to Capital Facilities Assessment/Front Foot Benefit Assessment of \$ per payable to Anne Arundel County.

Each contract for the sale of real property in Anne Arundel County served by public water or wastewater facilities constructed as a result of an agreement permitted by Article 27, § 4-13(a) of the Anne Arundel Code shall contain a notice to the purchaser in substantially the following form:

NOTICE TO PURCHASERS OF REAL ESTATE IN ANNE ARUNDEL COUNTY. This property is subject to a fee or assessment which purports to cover or defray the cost of installing or maintaining all or part of the public water or wastewater facilities constructed by the developer of the subdivision. This fee or assessment is (amount) \$ payable annually in (month) to (Hereinafter called "lienholder") until (date). There may be a right of prepayment or discount for early payment, 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 by Anne Arundel County.

If a Seller subject to this section fails to comply with the provisions of this section:

- (1) Prior to Settlement, the Purchaser shall have the right to rescind the contract and to receive a full refund of all deposits paid on account of the contract, but the right of rescission shall terminate five days after the Seller provides to the Purchaser written notice in compliance with this section; and
(2) following settlement, the Seller shall be liable to the Purchaser for the full amount of any open lien or assessment.

2. NOTICE - RADIUM IN WELL WATER. According to the Anne Arundel County Department of Health, studies indicate that the radium level in some areas of Anne Arundel County, Maryland, exceed the level established by the U.S. Environmental Protection Agency for drinking water, as described in Radium in Well Water Information Sheet. The radium level in well water may be determined through specific testing conducted by County Health authorities or by an environmental testing firm approved by County Health authorities. Buyer and Seller acknowledge receiving Radium in Well Water Information Sheet and Map - Testing Area for Gross Alpha and Radium.

3. REQUIRED NOTICE - SPECIAL TAX DISTRICT. Each year the buyer of this property must pay a special assessment or special tax imposed under Article 6 Title 4A of the Anne Arundel County Code, as of Contract of Sale date. The special assessment or special tax on this property amounts to Dollars (\$) each year; as of (date of each scheduled increase), the assessment or tax may increase to (maximum amount or method for determining the same). For further information on this assessment or tax, Buyer may contact the County Office of Finance. An increase in any special assessment, special tax, fee or charge is likely to occur in the foreseeable future but the timing or amount of the increase is not certain.

Buyer and Seller acknowledge that they jointly and severally agree to indemnify and hold harmless the Listing and Selling Brokers and their agents and employees for any losses or damages resulting from any act or omission by any party as a result of the provisions contained in this Contract of Sale.

All other terms and conditions of the Contract of Sale remain in full force and effect.

Buyer Date Seller Date
Buyer Date Seller Date