

Property Tax ID No.: _____

WATER AND SEWER CAPACITY FEE
PAYMENT PLAN FUND (PPF) LOAN AGREEMENT

THIS WATER AND SEWER CAPACITY FEE PAYMENT PLAN FUND LOAN AGREEMENT (“Agreement”) is made this ____ day of _____, 20____, by and between _____, a _____ (“Property Owner”) and FREDERICK COUNTY, MARYLAND, a body corporate and politic (“County”).

RECITALS

The Water and Sewer Capacity Fee Payment Plan Fund (PPF) was created by the County to assist small businesses that meet certain criteria to pay the cost of the connection (capacity) fees necessary for new construction or expansions to existing facilities.

The Property Owner desires to construct or expand a small business upon the Property Owner's real property located at _____ and being [part of the][the same] property conveyed unto _____, by deed dated _____ and recorded among the land records of Frederick County at Liber ____, folio ____ (the “Property”) and will need to purchase [additional] water and/or sewer capacity.

The Property Owner and the County have reached an agreement to allow the Property Owner to pay its connection (capacity) fees in accordance with the terms and conditions of the PPF Loan program and this Agreement.

NOW THEREFORE, the parties hereto agree as follows:

1. The Recitals above are hereby incorporated into this Agreement by reference.
2. The County hereby agrees to loan to the Property Owner funds from the PPF in the amount of _____ and ___/100 Dollars (\$_____) (the “PPF Loan”) to pay the costs of the Property Owner’s connection (capacity) fees for construction or expansion of a small business.
3. The Property Owner agrees to repay the PPF Loan over a period of _____ (__) years (the “Loan Term”), with interest at the rate of _____ percent (__) per annum, in installments as set forth below.
4. The total amount to be paid (including principal and interest), if the fee is not paid in full prior to the expiration of the _____ (__) year period, will be _____ and ___/100 Dollars (\$_____).

5. The first installment of _____ and ___/100 Dollars (\$_____) shall be due in the Treasurer's Office for Frederick County on _____, 20__, or as designated by the bill issued to Property Owner.

6. Subsequent payments of _____ and ___/100 Dollars (\$_____) shall be due quarterly, four times each subsequent year, with a final payment of _____ and ___/100 Dollars (\$_____) due on or about _____, 20__.

7. Failure to pay any installment due under this Agreement shall constitute a default and shall cause the entire principal balance and accrued interest, if any, to become due and payable immediately, without notice, at the option of the County. Any failure of the County to exercise this option shall not constitute a waiver of the right to exercise the same in the event of any subsequent default. Late payments shall be assessed late fees in accordance with §2-13-24 of the Public Local Laws of Frederick County.

8. The PPF Loan shall be secured by a lien on the Property in accordance with §2-13-24 of the Public Local Laws of Frederick County. Upon failure to pay any installment due, the Property will be subject to sale by the Treasurer of Frederick County. Failure to pay may also result in termination of water and/or sewer service to the Property.

9. The entire principal balance and accrued interest, if any, shall be due and payable prior to any transfer of title to the Property.

10. The Property Owner may repay the PPF Loan, and any accrued interest, at any time prior to the expiration of the Loan Term without penalty.

11. This Agreement shall be recorded among the Land Records of Frederick County. The Property Owner agrees to execute any further documents that may be deemed necessary by the County to secure this Loan.

12. This Agreement represents the entire agreement between the parties, and any amendments to these terms must be in writing and signed by both parties.

WITNESS the hands and seals of the parties hereto.

WITNESS

_____,
a _____

_____, (SEAL)

Name: _____
Title: _____

PROPERTY OWNER

ATTEST

FREDERICK COUNTY, MARYLAND, a body corporate and politic

_____ By: _____
Jan H. Gardner, County Executive

STATE OF MARYLAND, COUNTY OF FREDERICK, TO WIT:

I HEREBY CERTIFY, that on this ____ day of _____, 20____, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared _____, _____ [title] of _____ [Property Owner's name], a _____, and acknowledged the foregoing Agreement to be the act of _____ [Property Owner's name] and at the same time, he/she made oath in due form of law that he/she is the _____ [title] of _____ [Property Owner's name] and is duly authorized to make this acknowledgement on its behalf.

WITNESS my hand and Notarial Seal.

Notary Public
My Commission Expires: _____

STATE OF MARYLAND, COUNTY OF FREDERICK, TO WIT:

I HEREBY CERTIFY that on this _____ day of _____, 20____, before me, the Subscriber, a Notary Public in and for the State and County aforesaid, duly commissioned and qualified, personally appeared Jan H. Gardner, who acknowledged herself to be the County Executive of Frederick County, Maryland, a body corporate and politic, and that she, as such County Executive, being authorized so to do, executed the foregoing Agreement for the purposes therein contained, by signing the name of the body corporate and politic by herself as County Executive.

WITNESS my hand and Notarial Seal.

Notary Public
My Commission Expires: _____