

CITY OF HAGERSTOWN, MARYLAND

**AN ORDINANCE TO APPROVE THE SALE
OF IMPROVED PROPERTY KNOWN AS
11850 INDIAN LANE, LOCATED IN
HAGERSTOWN, MARYLAND
AND AUTHORIZING EXECUTION AND DELIVERY OF A
RESIDENTIAL CONTRACT OF SALE
BETWEEN THE CITY AND 17 MILE REAL ESTATE, LLC**

RECITALS

WHEREAS, the City of Hagerstown, a Maryland municipal corporation, hereinafter called "the City," is the owner of that certain parcel of real property consisting of 11.93 acres located in Hagerstown, Washington County, Maryland, and more particularly described as follows:

11850 Indian Lane, Hagerstown, Washington County, Maryland, and described in a deed to the City recorded among the Land Records of Washington County dated June 23, 2017, at Liber 05531, folio 00049 (said real estate is hereafter referred to as "the Property");

WHEREAS, the City is presently leasing a portion of the Property to American Tower Corporation, comprising approximately 50 x 50 feet and upon which a cell tower is located ("the Cell Tower Property"), together with a non-exclusive right of ingress and egress from the Cell Tower Property. The lease agreement as to the Cell Tower Property is dated March 16, 2011, and was executed by the previous owner of the Property and the previous lessee of the Cell Tower Property (the "Land Lease Agreement");

WHEREAS, the Land Lease Agreement provides that American Tower has a right of first refusal to match any bona fide offer of sale as to the Property. American Tower has thirty (30) days from the date which it receives written notice said bona fide offer from the City;

WHEREAS, 17 Mile Real Estate, LLC, a Pennsylvania limited liability company licensed to do business in Maryland ("17 Mile"), desires to purchase the Property, as well as all improvements thereon;

WHEREAS, the sale to 17 Mile shall be subject to the terms of the Land Lease Agreement, and the City shall assign its rights under the Land Lease Agreement to 17 Mile;

WHEREAS, in exchange for conveyance of the Property, and the rights of the Lessor under the Land Lease Agreement, 17 Mile agrees to pay the City the monetary consideration of FIVE HUNDRED SEVENTY-FIVE THOUSAND DOLLARS and 00/100 CENTS (\$575,000.00);

WHEREAS, the City has determined that the Property is no longer needed for a public purpose;

WHEREAS, the introduction of this Ordinance shall constitute the twenty (20)-day notice of the proposed transfer as required by law;

WHEREAS, attached hereto and incorporated herein is a Residential Contract of Sale, for the purchase of the Property;

WHEREAS, the Mayor and Council believe it to be in the best interest of the citizens of the City of Hagerstown to enter into said Residential Contract of Sale; and

WHEREAS, if American Tower timely exercises its right under the Land Lease Agreement to meet the bona fide offer of sale set forth in the attached Residential Contract of Sale, then the sale shall be to American Tower, rather than to 17 Mile.

NOW THEREFORE, BE IT RESOLVED, ENACTED AND ORDAINED by the Mayor and Council of the City of Hagerstown, Maryland, as its duly constituted legislative body, as follows:

1. That the foregoing Recitals be and are hereby incorporated herein as if set forth verbatim.
2. That the Mayor and Council find that the Property is not needed for any public purpose.
3. That the sale of the Property pursuant to the terms of the attached Residential Contract of Sale is hereby approved.
4. That the Mayor be and is hereby authorized to execute and deliver the Residential Contract of Sale with 17 Mile Real Estate, LLC, a copy of which is attached hereto and incorporated herein by reference.
5. That if American Tower timely exercises its right under the Land Lease Agreement to meet the bona fide offer of sale set forth in the attached Residential Contract of Sale, then the sale shall be to American Tower, rather than to 17 Mile.
6. That City Staff be and are hereby authorized to execute and deliver any additional documentation and take any additional steps necessary to effectuate the purpose of this ordinance and satisfy the terms of the aforesaid Residential Contract of Sale.

BE IT FURTHER RESOLVED, ENACTED AND ORDAINED THAT this ordinance shall become effective at the expiration of thirty (30) calendar days following its approval.

WITNESS AND ATTEST
AS TO CORPORATE SEAL

MAYOR AND COUNCIL OF THE
CITY OF HAGERSTOWN, MARYLAND

Donna K. Spickler,
City Clerk

Emily N. Keller, Mayor

Date of Introduction: September 20, 2022
Date of Passage: September 27, 2022
Effective Date: October 28, 2022

PREPARED BY:
SALVATORE & MORTON, LLC
CITY ATTORNEYS



RESIDENTIAL CONTRACT OF SALE

This is a Legally Binding Contract; If Not Understood, Seek Competent Legal Advice.
THIS FORM IS DESIGNED AND INTENDED FOR THE SALE AND PURCHASE OF IMPROVED SINGLE FAMILY
RESIDENTIAL REAL ESTATE LOCATED IN MARYLAND ONLY.

TIME IS OF THE ESSENCE. Time is of the essence of this Contract. The failure of Seller or Buyer to perform any act as provided in this Contract by a prescribed date or within a prescribed time period shall be a default under this Contract and the non-defaulting party, upon written notice to the defaulting party, may declare this Contract null and void and of no further legal force and effect. In such event, all Deposit(s) shall be disbursed in accordance with Paragraph 20 of this Contract.

1. DATE OF OFFER: 08/02/22
2. SELLER: City Of Hagerstown
3. BUYER: 17 Mile Real Estate LLC
4. PROPERTY: Seller does sell to Buyer and Buyer does purchase from Seller, all of the following described Property (hereinafter "Property") known as 11850 Indian Lane located in Hagerstown City/County, Maryland, Zip Code 21742, together with the improvements thereon, and all rights and appurtenances thereto belonging.
5. ESTATE: The Property is being conveyed: ☒ in fee simple or ☐ subject to an annual ground rent, now existing, in the amount of _____ Dollars (\$ _____) payable semi-annually, as now or to be recorded among the Land Records of WASHINGTON City/County, Maryland.
6. PURCHASE PRICE: The purchase price is Five Hundred SeventyFive Thousand Dollars and Zero Cents Dollars (\$ 575,000.00).
7. PAYMENT TERMS: The payment of the purchase price shall be made by Buyer as follows:
(a) Buyer ☐ has delivered OR ☒ will deliver within 3 Days of the Date of Contract Acceptance an initial Deposit by way of Check in the amount of Fifteen Thousand Dollars and Zero Cents dollars (\$ 15,000.00).
(b) An additional Deposit by way of _____ in the amount of _____ Dollars (\$ _____) to be paid _____
(c) All Deposits will be held in escrow by: Long and Foster

If not a Maryland licensed real estate broker, the parties shall execute a separate written escrow deposit agreement that complies with Section 10-802 of the Real Property Article, Annotated Code of Maryland.

(d) The purchase price less any and all Deposits shall be paid in full by Buyer in cash, wired funds, bank check, certified check or other payment acceptable to the settlement officer at settlement.

(e) Buyer and Seller instruct broker named in paragraph (c) above to place the Deposits in: (Check One)

OR ☒ A non-interest bearing account;
☐ An interest bearing account, the interest on which, in absence of default by Buyer, shall accrue to the benefit of Buyer. Broker may charge a fee for establishing an interest bearing account.

8. SETTLEMENT: Date of Settlement 08/31/2022 or sooner if agreed to in writing by the parties.

9. FINANCING: Buyer's obligation to purchase the Property is contingent upon Buyer obtaining a written commitment for a loan secured by the Property as follows:

<input type="checkbox"/> Conventional Financing Addendum	<input type="checkbox"/> USDA Financing Addendum	<input type="checkbox"/> Owner Financing Contingency
<input type="checkbox"/> FHA Financing Addendum	<input type="checkbox"/> Assumption Addendum	<input type="checkbox"/> No Financing Contingency
<input type="checkbox"/> VA Financing Addendum	<input type="checkbox"/> Gift of Funds Contingency Addendum	<input checked="" type="checkbox"/> OTHER: <u>CASH</u>

10. FINANCING APPLICATION AND COMMITMENT: Buyer agrees to make a written application for the financing as herein described within Zero (0) days from the Date of Contract Acceptance. If a written financing commitment



Buyer 1E / _____



is not obtained by Buyer within Zero (0) days from the Date of Contract Acceptance: (1) Seller, at Seller's election and upon written notice to Buyer, may declare this Contract null and void and of no further legal effect; or (2) Buyer, upon written notice to Seller, which shall include written evidence from the lender of Buyer's inability to obtain financing as provided in Paragraph 9 of this Contract, may declare this Contract null and void and of no further legal effect. In either case, the deposit shall be disbursed in accordance with the Deposit paragraph of this Contract. If Buyer has complied with all of Buyer's obligations under this Contract, including those with respect to applying for financing and seeking to obtain financing, then the Release of Deposit agreement shall provide that the deposit shall be returned to Buyer.

11. ALTERNATE FINANCING: Provided Buyer timely and diligently pursues the financing described in the Financing paragraph, the Financing Application and Commitment paragraph, and the Buyer Responsibility paragraph, Buyer, at Buyer's election, may also apply for alternate financing. If Buyer, at Buyer's sole option, obtains a written commitment for financing in which the loan amount, term of note, amortization period, interest rate, down payment or loan program differ from the financing as described in the Financing paragraph, or any addendum to this Contract, the Financing Application and Commitment paragraph or any addendum to this Contract shall be deemed to have been fully satisfied. Such alternate financing may not increase costs to Seller or exceed the time allowed to secure the financing commitment as provided in the Financing Application and Commitment paragraph, or any addendum to this Contract.

12. HOME AND/OR ENVIRONMENTAL INSPECTION: Buyer acknowledges, subject to Seller acceptance, that Buyer is afforded the opportunity, at Buyer's sole cost and expense, to condition Buyer's purchase of the Property upon a Home Inspection and/or Environmental Inspection in order to ascertain the physical condition of the Property or the existence of environmental hazards. If Buyer desires a Home Inspection and/or Environmental Inspection contingency, such contingency must be included in an addendum to this Contract. Buyer and Seller acknowledge that Brokers, agents or subagents are not responsible for the existence or discovery of property defects.

Inspection(s) Addenda Attached 1E Inspection(s) Declined Buyer Buyer Buyer Buyer

13. INCLUSIONS/EXCLUSIONS: Included in the purchase price are all permanently attached fixtures, including all smoke detectors. Certain other now existing items which may be considered personal property, whether installed or stored upon the property, are included if box below is checked.

INCLUDED

- ☐ Alarm System
- ☐ Built-in Microwave
- ☐ Ceiling Fan(s) # _____
- ☐ Central Vacuum
- ☐ Clothes Dryer
- ☐ Clothes Washer
- ☐ Cooktop
- ☐ Dishwasher
- ☐ Drapery/Curtain Rods
- ☐ Draperies/Curtains
- ☐ Electronic Air Filter
- ☐ Exhaust Fan(s) # _____
- ☐ Exist. W/W Carpet

INCLUDED

- ☐ Fireplace Screen Doors
- ☐ Freezer
- ☐ Furnace Humidifier
- ☐ Garage Opener(s) # _____
- ☐ w/remote(s) # _____
- ☐ Garbage Disposal
- ☐ Hot Tub, Equip. & Cover
- ☐ Intercom
- ☐ Playground Equipment
- ☐ Pool, Equip. & Cover
- ☒ Refrigerator(s) # 1
- ☐ w/ice maker
- ☐ Satellite Dish

INCLUDED

- ☐ Screens
- ☐ Shades/Blinds
- ☐ Storage Shed(s) # _____
- ☐ Storm Doors
- ☐ Storm Windows
- ☒ Stove or Range
- ☐ T.V. Antenna
- ☐ Trash Compactor
- ☐ Wall Mount T.V. Brackets
- ☐ Wall Oven(s) # _____
- ☐ Water Filter
- ☐ Water Softener
- ☐ Window A/C Unit(s) # _____
- ☐ Window Fan(s) # _____

INCLUDED

- ☐ Wood Stove

ADDITIONAL INCLUSIONS (SPECIFY): _____

ADDITIONAL EXCLUSIONS (SPECIFY): _____

14. AGRICULTURALLY ASSESSED PROPERTY: The *Agricultural Use Assessment* (Assessment) is a reduced property tax assessment for agricultural land. To be eligible for the Assessment, the land must be actively used for agricultural purposes. The *Agricultural Land Transfer Tax* (Tax) is a tax imposed under Section 13-301 et seq. of the Tax-Property Article, Annotated Code of Maryland. If the Property is assessed in the agricultural use category and the Buyer does not intend to use the Property for agricultural purposes, the Tax may become due and could be substantial. The Tax is imposed on the deed itself and must be paid before the deed can be recorded. At the time of sale, Seller shall notify Buyer in writing that the transfer may be subject to the Tax. Buyer will be responsible to pay the Tax unless the parties negotiate a different agreement. To avoid paying the Tax, Buyer must continue to use the Property for agricultural purposes and comply with the other requirements of the law. The Property, or any portion thereof, may be subject to an Agricultural Land Transfer Tax as imposed by Section 13-301 et seq. of the Tax-Property Article, Annotated Code of Maryland, by reason of the Property's having been assessed on the basis of agricultural use. The Tax assessed as a result of this transfer shall be paid by N/A Buyer 1E

Buyer 1E /

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Seller /

15. FOREST CONSERVATION AND MANAGEMENT PROGRAM: Buyer is hereby notified that this transfer may be subject to the Forest Conservation and Management Program imposed by Section 8-211 of the Tax-Property Article, Annotated Code of Maryland. Forest Conservation and Management program taxes assessed as a result of this transfer shall be paid by

N/A Buyer [1E]

16. LEAD-BASED PAINT:

A. FEDERAL LEAD-BASED PAINT LAW: Title X, Section 1018, the Residential Lead-Based Paint Hazard Reduction Act of 1992 (the "Act"), requires the disclosure by Seller of information regarding lead-based paint and lead-based paint hazards in connection with the sale of any residential real property on which a residential dwelling was constructed prior to 1978. Unless otherwise exempt by the Act, the disclosure shall be made on the required federal Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards form. Seller and any agent involved in the transaction are required to retain a copy of the completed Lead-Based Paint Disclosure form for a period of three (3) years following the date of settlement. A Seller who fails to give the required Lead-Based Paint Disclosure form and EPA pamphlet may be liable under the Act for three times the amount of damages and may be subject to both civil and criminal penalties. Buyer acknowledges by Buyer's initials below that Buyer has read and understands the provisions of Paragraph 16.A.

[1E] (BUYER)

B. RENOVATION, REPAIR AND PAINTING OF PROPERTY: In accordance with the Lead Renovation, Repair and Painting Rule ("RRP") as adopted by the Environmental Protection Agency ("the EPA"), effective April 22, 2010, if the improvements on the Property were built before 1978, contractor(s) engaged by Seller to renovate, repair or paint the Property must be certified by the EPA where such work will disturb more than six square feet of paint per room for interior projects; more than 20 square feet of paint for any exterior project; or includes window replacement or demolition ("Covered Work"). Before and during any Covered Work project, contractor(s) must comply with all requirements of the RRP.

A Seller who personally performs any Covered Work on a rental property is required to be certified by the EPA prior to performing such Covered Work. No certification is required for a Seller who personally performs Covered Work on the Seller's principal residence. However, Seller has the ultimate responsibility for the safety of Seller's family or children while performing such Covered Work. For detailed information regarding the RRP, Seller should visit <http://www2.epa.gov/lead/renovation-repair-and-painting-program>

Buyer acknowledges by Buyer's initials below that Buyer has read and understands Paragraph 16.B.

[1E] (BUYER)

C. MARYLAND LEAD POISONING PREVENTION PROGRAM: Under the Maryland Lead Poisoning Prevention Program (the "Maryland Program"), any residential dwelling constructed prior to 1978 that is leased for residential purposes is required to be registered with the Maryland Department of the Environment (MDE). If the Property was built prior to 1978 and is now or has been a rental property or may become a rental property in the future, a separate Maryland Lead-Based Paint Disclosure form is attached. Detailed information regarding compliance requirements may be obtained at: <http://www.mde.state.md.us/programs/Land/LeadPoisoningPrevention/Pages/index.aspx>

Buyer acknowledges by Buyer's initials below that Buyer has read and understands Paragraph 16.C.

[1E] (BUYER)

17. NOTICE REGARDING DISCLOSURE OF DEFERRED WATER AND SEWER ASSESSMENTS: Pursuant to Section 14-117(a)(5) of the Real Property Article of the Annotated Code of Maryland, a contract for the resale of residential real property that is served by public water or wastewater facilities for which deferred water and sewer charges have been established by a recorded covenant or declaration shall contain a notice disclosing information about the deferred water and sewer charges. If a Seller subject to this law fails to comply:

- 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 under § 17-505 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
- 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.

This law does not apply in a county that has adopted a disclosure requirement that is substantially similar to this law. (If the Property is served by public water or wastewater facilities for which deferred water and sewer charges have been established by a recorded covenant or declaration: See Notice Regarding Deferred Water and Sewer Charges.)

Buyer acknowledges by Buyer's initials below that Buyer has read and understands Paragraph 17. [1E] (BUYER)

LF196 Buyer [1E]

18. ADDENDA/DISCLOSURES: The Addenda checked below, which are hereby attached, are made a part of this Contract:

- | | |
|---|---|
| <input checked="" type="checkbox"/> Affiliated Business Disclosure Notice | <input type="checkbox"/> MD Non-Resident Seller Transfer Withholding Tax |
| <input checked="" type="checkbox"/> As Is | <input checked="" type="checkbox"/> Notice to Buyer and Seller – Maryland Residential Real Property Disclosure/Disclaimer Act |
| <input type="checkbox"/> Back Up Contract Addendum | <input type="checkbox"/> Notice & Disclosure of Deferred Water & Sewer Charges |
| <input type="checkbox"/> Cash Appraisal Contingency | <input checked="" type="checkbox"/> On-Site Sewage Disposal System Inspection |
| <input type="checkbox"/> Condominium Resale Notice | <input checked="" type="checkbox"/> Property Inspections |
| <input type="checkbox"/> Conservation Easement | <input type="checkbox"/> Property Subject to Ground Rent |
| <input type="checkbox"/> Disclosure of Licensee Status | <input type="checkbox"/> Purchase Price Escalation |
| <input checked="" type="checkbox"/> Disclosure of Leased Items Addendum | <input type="checkbox"/> Sale, Financing, Settlement or Lease of Other Real Estate |
| <input checked="" type="checkbox"/> Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards | <input type="checkbox"/> Seller Contribution |
| <input type="checkbox"/> First-Time Maryland Home Buyer Transfer & Recordation Tax | <input type="checkbox"/> Seller's Purchase of Another Property |
| <input type="checkbox"/> Homeowners Association Notice | <input type="checkbox"/> Solar Panel |
| <input type="checkbox"/> Kickout | <input type="checkbox"/> Short Sale |
| <input checked="" type="checkbox"/> Local City/County Certifications/Registrations | <input type="checkbox"/> Third Party Approval |
| <input checked="" type="checkbox"/> Local City/County Notices/Disclosure | <input checked="" type="checkbox"/> Water Quality |
| <input checked="" type="checkbox"/> Maryland Lead Poisoning Prevention Program Disclosure | |

☒ Other Addenda/Special Conditions:

Water Yield Test

Addendum to Contract of Sale **1E**

19. WOOD DESTROYING INSECT INSPECTION: Buyer, at Buyer's expense, (if VA, then at Seller's expense) is authorized to obtain a written report on the state regulated form from a Maryland licensed pest control company that, based on a careful visual inspection, there is no evidence of termite or other wood-destroying insect infestation in the residence or within three (3) feet of the residence; and damage due to previous infestation has been repaired. The provisions of this paragraph also shall apply to: (1) the garage or within three (3) feet of the garage (whether attached or detached); (2) any outbuildings located within three feet of the residence or garage; and (3) a maximum of ten (10) linear feet of the nearest portion of a fence on Seller's Property within three feet of the residence or garage. If there is evidence of present infestation as described above, or if damage caused by present or prior infestation is discovered, Seller, at Seller's expense, shall repair any damage caused by present or prior infestation and have the present infestation treated by a licensed pest control company. If the cost of treatment and repair of such damage exceeds 2% of the purchase price, Seller may, at Seller's option, cancel this Contract, unless Buyer, at Buyer's option should choose to pay for the cost of treatment and repairs exceeding 2% of the purchase price, then this Contract shall remain in full force and effect. If such report reveals damage for which the cost of treatment and repair exceeds 2% of the purchase price, Seller's decision regarding treatment and repair of damage shall be communicated in writing to Buyer within five (5) days from receipt of the report, after which Buyer shall respond to Seller in writing with Buyer's decision within three (3) days from receipt of Seller's notification of Seller's decision. If Seller does not notify Buyer in writing of Seller's decision within five (5) days from receipt of report, Buyer may, at Buyer's option, pay for the cost of treatment and repairs exceeding 2% of the purchase price. If Buyer does not want to pay for the cost of treatment and repairs exceeding 2% of the purchase price, Buyer may terminate this Contract upon written notice delivered to Seller. In the event this Contract is terminated under the terms of this paragraph, the Deposit(s) shall be disbursed in accordance with the Deposit paragraph of this Contract.

20. DEPOSIT: If the Deposit is held by a Broker as specified in Paragraph 7(c) of this Contract, Buyer hereby authorizes and directs Broker to hold the Deposit instrument without negotiation or deposit until the parties have executed and accepted this Contract. Upon acceptance, the initial Deposit and additional Deposits (the "Deposit"), if any, shall be placed in escrow as provided in Paragraph 7(e) of this Contract and in accordance with the requirements of Section 17-502(b)(1) of the Business Occupations and Professions Article, Annotated Code of Maryland. If Seller does not execute and accept this Contract, the initial Deposit instrument shall be promptly returned to Buyer. The Deposit shall be disbursed at settlement. In the event this Contract shall be terminated or settlement does not occur, Buyer and Seller agree that the Deposit shall be disbursed by Broker only in accordance with a Release of Deposit agreement executed by Buyer and Seller. In the event Buyer and/or Seller fail to complete the real estate transaction in accordance with the terms and conditions of this Contract, and either Buyer or Seller shall be unable or unwilling to execute a Release of Deposit agreement, Buyer and Seller hereby acknowledge and agree that Broker may distribute the Deposit in accordance with the provisions of Section 17-505(b) of the Business Occupations and Professions Article, Annotated Code of Maryland.

21. DEED AND TITLE: Upon payment of the purchase price, a deed for the Property containing covenants of special warranty and further assurances (except in the case of transfer by personal representative of an estate), shall be executed by Seller and shall convey the Property to Buyer. Title to the Property, including all chattels included in the purchase, shall be good and merchantable, free of liens and encumbrances except as specified herein; except for use and occupancy restrictions of public record which are generally applicable to properties in the immediate neighborhood or the subdivision in which the Property is

Buyer **1E** /

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Seller /

located and publicly recorded easements for public utilities and any other easements which may be observed by an inspection of the Property. Buyer expressly assumes the risk that restrictive covenants, zoning laws or other recorded documents may restrict or prohibit the use of the Property for the purpose(s) intended by Buyer. In the event Seller is unable to give good and merchantable title or such as can be insured by a Maryland licensed title insurer, with Buyer paying not more than the standard rate as filed with the Maryland Insurance Commissioner, Seller, at Seller's expense, shall have the option of curing any defect so as to enable Seller to give good and merchantable title or, if Buyer is willing to accept title without said defect being cured, paying any special premium on behalf of Buyer to obtain title insurance on the Property to the benefit of Buyer. In the event Seller elects to cure any defects in title, this Contract shall continue to remain in full force and effect; and the date of settlement shall be extended for a period not to exceed fourteen (14) additional days. If Seller is unable to cure such title defect(s) and is unable to obtain a policy of title insurance on the Property to the benefit of Buyer from a Maryland licensed title insurer, Buyer shall have the option of taking such title as Seller can give, or terminating this Contract and being reimbursed by Seller for cost of searching title as may have been incurred not to exceed ~~1/2 of 1% of the purchase price~~. In the latter event, there shall be no further liability or obligation on either of the parties hereto; and this Contract shall become null and void; and all Deposit(s) shall be disbursed in accordance with the Deposit paragraph of this Contract. In no event shall Broker(s) or their agent(s) have any liability for any defect in Seller's title.

22. CONDITION OF PROPERTY AND POSSESSION: At settlement, Seller shall deliver possession of the Property and shall deliver the Property vacant, clear of trash and debris, broom clean and in substantially the same condition as existed on the Date of Contract Acceptance. Buyer reserves the right to inspect the Property within five (5) days prior to settlement. **EXCEPT AS OTHERWISE SPECIFIED IN THIS CONTRACT, INCLUDING THIS PARAGRAPH, THE PROPERTY IS SOLD "AS IS."** The obligations of Seller as provided in this paragraph shall be in addition to any Disclosure and Disclaimer Statement as required by Section 10-702, Real Property Article, Annotated Code of Maryland and any provision of any inspection contingency addendum made a part of this Contract (See Property Inspections Notice).

23. ADJUSTMENTS: Ground rent, homeowner's association fees, rent and water rent shall be adjusted and apportioned as of date of settlement; and all taxes, general or special, and all other public or governmental charges or assessments against the Property which are or may be payable on a periodic basis, including Metropolitan District Sanitary Commission, Washington Suburban Sanitary Commission, or other benefit charges, assessments, liens or encumbrances for sewer, water, drainage, paving, or other public improvements completed or commenced on or prior to the date hereof, or subsequent thereto, are to be adjusted and apportioned as of the date of settlement and are to be assumed and paid thereafter by Buyer, whether assessments have been levied or not as of date of settlement if applicable by local law. **Any heating or cooking fuels remaining in supply tank(s) at time of settlement shall become the property of Buyer.**

24. SETTLEMENT COSTS: Buyer agrees to pay all settlement costs and charges including, but not limited to, all Lender's fees in connection herewith, including title examination and title insurance fees, loan insurance premiums, all document preparation and recording fees, notary fees, survey fees where required, and all recording charges, except those incident to clearing existing encumbrances or title defects, except if Buyer is a Veteran obtaining VA financing, those prohibited to be paid by a Veteran obtaining VA financing, which prohibited charges shall be paid by Seller. If Buyer is a Veteran obtaining VA financing, Buyer's Broker may not charge a flat fee to Buyer nor to Seller per VA Reg. Part 38 CFR 36.4313(b). Seller is advised that should Seller not be able to attend Settlement as scheduled, Seller may be subject to additional charges from the settlement company to cover the reasonable additional costs of accommodating Seller's request. In such event, Seller is advised to contact the title company to determine what charges may apply.

25. TRANSFER CHARGES:

A. IN GENERAL. Section 14-104(b) of the Real Property Article, Annotated Code of Maryland provides that, unless otherwise negotiated in the contract or provided by State or local law, the cost of any recordation tax or any State or local Transfer Tax shall be shared equally between the Buyer and Seller.

B. FIRST-TIME BUYER. Under Section 14-104(c) of the Real Property Article, the entire amount of recordation and local transfer tax shall be paid by the Seller of property that is sold to a first-time Maryland homebuyer, unless there is an express agreement that the recordation tax or any state or local transfer tax will not be paid entirely by the Seller. **RECORDATION AND LOCAL TRANSFER TAX.** If the Buyer is a first-time Maryland homebuyer, Buyer and Seller expressly agree, in accordance with Section 14-104(c) of the Real Property Article, Annotated Code of Maryland, that payment of recordation tax and local transfer tax shall be shared equally between the Buyer and Seller unless a "First-time Maryland Homebuyer Transfer and Recordation Tax Addendum" is attached, which contains a different express agreement.

STATE TRANSFER TAX: Under Section 13-203(b) of the Tax-Property Article, Annotated Code of Maryland, the amount of state transfer tax due on the sale of property to a first-time Maryland homebuyer is reduced from 0.50% to 0.25% and shall be paid entirely by the Seller. Buyer is hereby notified that to ensure receipt of the above reduction, Buyer should so indicate on Page 10 of this Contract and complete the required affidavit at settlement indicating that the Buyer is a first-time Maryland homebuyer.

26. BROKER LIABILITY: Brokers, their agents, subagents and employees do not assume any responsibility for the condition of the Property or for the performance of this Contract by any or all parties hereto. By signing this Contract, Buyer and Seller

Buyer 1E / _____

Seller _____ / _____

acknowledge that they have not relied on any representations made by Brokers, or any agents, subagents or employees of Brokers, except those representations expressly set forth in this Contract.

27. BROKER'S FEE: All parties irrevocably instruct the settlement officer to collect the fee or compensation and disburse same according to the terms and conditions provided in the listing agreement and/or agency representation agreement. Settlement shall not be a condition precedent to payment of compensation. *Broker's fee of 2.5% of purchase price to be paid by Seller from Proceeds of Sale.*

28. SELLER RESPONSIBILITY: Seller agrees to keep existing mortgages free of default until settlement. All violation notices or requirements noted or issued by any governmental authority (including without limitation, any permit violation notices), or actions in any court on account thereof, against or affecting the Property at the date of settlement of this Contract, shall be complied with by Seller and the Property conveyed free thereof. The Property is to be held at the risk of Seller until legal title has passed or possession has been given to Buyer. If, prior to the time legal title has passed or possession has been given to Buyer, whichever shall occur first, all or a substantial part of the Property is destroyed or damaged, without fault of Buyer, then this Contract, at the option of Buyer, upon written notice to Seller, shall be null and void and of no further effect, and the deposits shall be disbursed in accordance with the Deposit paragraph of this Contract.

29. BUYER RESPONSIBILITY: If Buyer has misrepresented Buyer's financial ability to consummate the purchase of the Property, or if this Contract is contingent upon Buyer securing a written commitment for financing and Buyer fails to apply for such financing within the time period herein specified, or fails to pursue financing diligently and in good faith, or if Buyer makes any misrepresentations in any document relating to financing, or takes (or fails to take) any action which causes Buyer's disqualification for financing, then Buyer shall be in default; and Seller may elect by written notice to Buyer, to terminate this Contract and/or pursue the remedies set forth under the Default paragraph of this Contract.

30. HOMEOWNER'S ASSOCIATION: The Property is not part of a development subject to the imposition of mandatory fees as defined by the Maryland Homeowner's Association Act, unless acknowledged by attached addendum.

31. GROUND RENT: If the Property is subject to ground rent and the ground rent is not timely paid, the ground lease holder (i.e., the person to whom the ground rent is payable) may bring an action under Section 8-402.3 of the Real Property Article, Annotated Code of Maryland. As a result of this action, a lien may be placed upon the property. If the Property is subject to ground rent, Sections 14-116 and 14-116.1 of the Real Property Article provide the purchaser, upon obtaining ownership of the Property, with certain rights and responsibilities relative to the ground rent. (If the Property is subject to ground rent: See Property Subject to Ground Rent Addendum.)

32. SALE/SETTLEMENT OR LEASE OF OTHER REAL ESTATE: Neither this Contract nor the granting of Buyer's loan referred to herein is to be conditioned or contingent in any manner upon the sale, settlement and/or lease of any other real estate unless a contingency for the sale, settlement and/or lease of other real estate is contained in an addendum to this Contract. Unless this Contract is expressly contingent upon the sale, settlement and/or lease of any other real estate, Buyer shall neither apply for nor accept a financing loan commitment which is contingent upon or requires as a pre-condition to funding that any other real estate be sold, settled and/or leased.

33. LEASES: Seller may neither negotiate new leases nor renew existing leases for the Property which extend beyond settlement or possession date without Buyer's written consent.

34. DEFAULT: Buyer and Seller are required and agree to make full settlement in accordance with the terms of this Contract and acknowledge that failure to do so constitutes a breach hereof. If Buyer fails to make full settlement or is in default due to Buyer's failure to comply with the terms, covenants and conditions of this Contract, the initial Deposit and additional Deposits (the "Deposit") may be retained by Seller as long as a Release of Deposit Agreement is signed and executed by all parties, expressing that said Deposit may be retained by Seller. In the event the parties do not agree to execute a Release of Deposit Agreement, Buyer and Seller shall have all legal and equitable remedies. If Seller fails to make full settlement or is in default due to Seller's failure to comply with the terms, covenants and conditions of this Contract, Buyer shall be entitled to pursue such rights and remedies as may be available, at law or in equity, including, without limitation, an action for specific performance of this Contract and/or monetary damages. In the event of any litigation or dispute between Buyer and Seller concerning the release of the Deposit, Broker's sole responsibility may be met, at Broker's option, by paying the Deposit into the court in which such litigation is pending, or by paying the Deposit into the court of proper jurisdiction by an action of interpleader. Buyer and Seller agree that, upon Broker's payment of the Deposit into the court, neither Buyer nor Seller shall have any further right, claim, demand or action against Broker regarding the release of the Deposit; and Buyer and Seller, jointly and severally, shall indemnify and hold Broker harmless from any and all such rights, claims, demands or actions. In the event of such dispute and election by Broker to file an action of interpleader as herein provided, Buyer and Seller further agree and hereby expressly and irrevocably authorize Broker to deduct from the Deposit all costs incurred by Broker in the filing and maintenance of such action of interpleader including but not limited to filing fees, court costs, service of process fees and attorneys' fees, provided that the amount deducted shall not exceed the lesser of \$500 or the amount of the Deposit held by Broker. All such fees and costs authorized herein to be deducted may be deducted by Broker from the Deposit prior to paying the balance of the Deposit to the court. Buyer and Seller further agree and expressly declare that all such fees and costs so deducted shall be the

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exclusive property of Broker. If the amount deducted by Broker is less than the total of all of the costs incurred by Broker in filing and maintaining the interpleader action, then Buyer and Seller jointly, and severally, agree to reimburse Broker for all such excess costs upon the conclusion of the interpleader action.

35. MEDIATION OF DISPUTES: Mediation is a process by which the parties attempt to resolve a dispute or claim with the assistance of a neutral mediator who is authorized to facilitate the resolution of the dispute. The mediator has no authority to make an award, to impose a resolution of the dispute or claim upon the parties or to require the parties to continue mediation if the parties do not desire to do so. Buyer and Seller agree that any dispute or claim arising out of or from this Contract or the transaction which is the subject of this Contract shall be mediated through Maryland REALTORS® or its member local boards/associations in accordance with the established Mediation Rules and Guidelines of Maryland REALTORS® or through such other mediator or mediation service as mutually agreed upon by Buyer and Seller, in writing. Unless otherwise agreed in writing by the parties, mediation fees, costs and expenses shall be divided and paid equally by the parties to the mediation. If either party elects to have an attorney present that party shall pay his or her own attorney's fees.

Buyer and Seller further agree that the obligation of Buyer and Seller to mediate as herein provided shall apply to all disputes or claims arising whether prior to, during, or within one (1) year following the actual contract settlement date or when settlement should have occurred. Buyer and Seller agree that neither party shall commence any action in any court regarding a dispute or claim arising out of or from this Contract or the transaction which is the subject of this Contract, without first mediating the dispute or claim, unless the right to pursue such action or the ability to protect an interest or pursue a remedy as provided in this Contract, would be precluded by the delay of the mediation. In the event the right to pursue such action, or the ability to protect an interest or pursue a remedy would be precluded by the delay, Buyer or Seller may commence the action only if the initial pleading or document commencing such action is accompanied by a request to stay the proceeding pending the conclusion of the mediation. If a party initiates or commences an action in violation of this provision, the party agrees to pay all costs and expenses, including reasonable attorneys' fees, incurred by the other party to enforce the obligation as provided herein. The provisions of this paragraph shall survive closing and shall not be deemed to have been extinguished by merger with the deed.

36. ATTORNEY'S FEES: In any action or proceeding between Buyer and Seller based, in whole or in part, upon the performance or non-performance of the terms and conditions of this Contract, including, but not limited to, breach of contract, negligence, misrepresentation or fraud, the prevailing party in such action or proceeding shall be entitled to receive reasonable attorney's fees from the other party as determined by the court or arbitrator. In any action or proceeding between Buyer and Seller and/or between Buyer and Broker(s) and/or Seller and Broker(s) resulting in Broker(s) being made a party to such action or proceeding, including, but not limited to, any litigation, arbitration, or complaint and claim before the Maryland Real Estate Commission, whether as defendant, cross-defendant, third-party defendant or respondent, Buyer and Seller jointly and severally, agree to indemnify and hold Broker(s) harmless from and against any and all liability, loss, cost, damages or expenses (including filing fees, court costs, service of process fees, transcript fees and attorneys' fees) incurred by Broker(s) in such action or proceeding, providing that such action or proceeding does not result in a judgment against Broker(s).

As used in this Contract, the term "Broker(s)" shall mean: (a) the two (2) Brokers as identified on Pages 10 and 11 of this Contract; (b) the two (2) named Sales Associates identified on Pages 10 and 11 of the Contract; and (c) any agent, subagent, salesperson, independent contractor and/or employees of Broker(s). The term "Broker(s)" shall also mean, in the singular, any or either of the named Broker(s) and/or Sales Associate(s) as identified or, in the plural, both of the named Brokers and/or Sales Associates as identified.

This Paragraph shall apply to any and all such action(s) or proceeding(s) against Broker(s) including those action(s) or proceeding(s) based, in whole or in part, upon any alleged act(s) or omission(s) by Broker(s), including, but not limited to, any alleged act of misrepresentation, fraud, non-disclosure, negligence, violation of any statutory or common law duty, or breach of fiduciary duty by Broker(s). The provision of this Paragraph shall survive closing and shall not be deemed to have been extinguished by merger with the deed.

37. NOTICE OF BUYER'S RIGHT TO SELECT SETTLEMENT SERVICE PROVIDERS: Buyer has the right to select Buyer's own title insurance company, title lawyer, settlement company, escrow company, mortgage lender or financial institution as defined in the Financial Institutions Article, Annotated Code of Maryland. Buyer acknowledges that Seller may not be prohibited from offering owner financing as a condition of settlement.

38. PROPERTY OWNER'S TITLE INSURANCE: Buyer, at Buyer's expense, may purchase owner's title insurance at either "standard" or "enhanced" coverage and rates. The coverage afforded by such title insurance would be governed by the terms and conditions thereof, and the premium for obtaining such title insurance coverage would be determined by the extent of its coverage. For purposes of owner's title insurance policy premium rate disclosures by Buyer's lender, Buyer and Seller agree that enhanced rates (if available) shall be quoted by Buyer's lender. Buyer understands that nothing herein obligates Buyer to obtain any owner's title insurance coverage at any time, including at settlement, and that the availability of owner's title insurance coverage is subject to the underwriting criteria of the title insurer.

39. AUTHORIZATION TO PROVIDE TILA-RESPA INTEGRATED DISCLOSURES: Buyer and Seller hereby authorize the lender, title company, escrow agent, and/or their representatives to disclose and provide copies of the closing disclosure(s)

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and/or other settlement statement to the real estate licensees involved in the transaction at the time these documents are provided to Buyer and Seller.

40. LIMITED WARRANTY: NOTICE TO BUYER: IF A WARRANTY PLAN IS BEING OFFERED WITH THE PURCHASE OF THE PROPERTY, IT MAY BE A LIMITED WARRANTY. SINCE SUCH WARRANTY PLANS DO NOT COVER STRUCTURAL DEFECTS AND MAY NOT COVER PRE-EXISTING DEFECTS, BUYER SHOULD REQUEST THE REAL ESTATE AGENT TO PROVIDE BUYER WITH ANY BROCHURE WHICH DESCRIBES THE PLAN IN ORDER TO DETERMINE THE EXTENT OF COVERAGE PROVIDED BY THE WARRANTY.

41. PROPERTY INSURANCE BROCHURE: An informational brochure published by Maryland REALTORS® titled "The New Reality of Property Insurance – What You Should Know" is available to explain current issues relative to obtaining insurance coverage for the Property to be purchased and may be obtained on Maryland REALTORS® website.

42. FLOOD DISCLOSURE NOTICE:

A. FLOOD INSURANCE PREMIUMS: The Property or part of the Property may be located in an area established by the government as a "flood plain" or otherwise in an area where flood insurance could be required by Buyer's mortgage lender as a condition of granting a mortgage. In addition, construction on the Property could be prohibited or restricted. The National Flood Insurance Program ("NFIP") provides for the availability of flood insurance but also establishes flood insurance policy premiums based on the risk of flooding in the area where properties are located. Due to amendments to federal law governing the NFIP those premiums are increasing, and in some cases will rise by a substantial amount over the premiums previously charged for flood insurance. As a result, Buyer should not rely on the premiums paid for flood insurance on the Property as an indication of the premiums that will apply after Buyer completes the purchase. In considering the purchase of this Property, Buyer should consult with one or more carriers of flood insurance for better understanding of flood insurance coverage, the premiums that are likely to be required to purchase such insurance and any available information about how those premiums may increase in the future. The only requirement for purchasing flood insurance from the NFIP is that you live in a community that participates (via floodplain regulations) in the NFIP. The same requirement applies to the mandatory purchase of flood insurance. Detailed information regarding flood insurance coverage may be obtained at: <https://www.fema.gov/national-flood-insurance-program>

B. FLOOD INSURANCE RATE MAPS: The State of Maryland in conjunction with the Federal Emergency Management Agency has been systematically updating flood insurance rate maps. The Property may be affected. Buyer is advised to contact the Maryland Department of the Environment and consult a flood insurance carrier to inquire about the status of the Property. Detailed information regarding updated maps may be obtained at: <http://www.mdfloodmaps.net/home.html>

43. GUARANTY FUND: NOTICE TO BUYER: BUYER IS PROTECTED BY THE REAL ESTATE GUARANTY FUND OF THE MARYLAND REAL ESTATE COMMISSION, UNDER SECTION 17-404 OF THE BUSINESS OCCUPATIONS AND PROFESSIONS ARTICLE OF THE ANNOTATED CODE OF MARYLAND, FOR LOSSES IN AN AMOUNT NOT EXCEEDING \$50,000 FOR ANY CLAIM.

44. SINGLE FAMILY RESIDENTIAL REAL PROPERTY DISCLOSURE NOTICE: Buyer is advised of the right to receive a "Disclosure and Disclaimer Statement" from Seller (Section 10-702 Real Property Article, Annotated Code of Maryland).

45. MARYLAND NON-RESIDENT SELLER: If the Property is not the Seller's principal residence and the Seller is a non-resident individual of the State of Maryland or is a non-resident entity which is not formed under the laws of the State of Maryland or qualified to do business in the State of Maryland, a withholding tax from the proceeds of sale may be withheld at the time of settlement except as otherwise provided by Maryland law. (See Maryland Non-Resident Seller Transfer Withholding Tax Addendum.)

46. INTERNAL REVENUE SERVICE FILING: Buyer and Seller each agree to cooperate with the settlement officer by providing all necessary information so that a report can be filed with the Internal Revenue Service, as required by Section 6045 of the IRS Code. To the extent permitted by law, any fees incurred as a result of such filing will be paid by the Seller.

47. NOTICE TO BUYER CONCERNING THE CHESAPEAKE AND ATLANTIC COASTAL BAYS CRITICAL AREA: Buyer is advised that all or a portion of the property may be located in the "Critical Area" of the Chesapeake and Atlantic Coastal Bays, and that additional zoning, land use, and resource protection regulations apply in this area. The "Critical Area" generally consists of all land and water areas within 1,000 feet beyond the landward boundaries of state or private wetlands, the Chesapeake Bay, the Atlantic Coastal Bays, and all of their tidal tributaries. The "Critical Area" also includes the waters of and lands under the Chesapeake Bay, the Atlantic Coastal Bays and all of their tidal tributaries to the head of tide. For information as to whether the property is located within the Critical Area, Buyer may contact the local Department of Planning and Zoning, which maintains maps showing the extent of the Critical Area in the jurisdiction. Allegany, Carroll, Frederick, Garrett, Howard, Montgomery and Washington Counties do not include land located in the Critical Area.

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Seller _____

48. WETLANDS NOTICE: Buyer is advised that if the Property being purchased contains waters of the United States, or if the Property contains land and/or waters regulated by the State, including, but not limited to, wetlands, approval from the U.S. Army Corps of Engineers (Corps) and/or the Maryland Department of the Environment (MDE) will be necessary before starting any work, including construction, if the work includes the discharge of dredged or fill material into a regulated area, or certain other activities conducted in a regulated area. The Corps has adopted a broad definition of waters of the United States, which occur throughout the Chesapeake Bay Region, as well as other portions of the State. The land and waters regulated by the State include tidal wetlands, nontidal wetlands and their buffers, and streams and their 100-year nontidal floodplain. For information as to whether the Property includes waters of the United States or land and/or waters regulated by the State, Buyer may contact the Baltimore District of the Corps and/or MDE. Buyer may also elect, at Buyer's expense, to engage the services of a qualified specialist to inspect the Property for the presence of Corps- or MDE-regulated areas, including wetlands, prior to submitting a written offer to purchase the Property; or Buyer may include in Buyer's written offer a clause making Buyer's purchase of the Property contingent upon a satisfactory wetlands inspection.

49. FOREST CONSERVATION ACT NOTICE: If the Property is a tract of land 40,000 square feet or more in size, Buyer is notified that, unless exempted by applicable law, as a prerequisite to any subdivision plan or grading or sediment control permit for the Property, Buyer will be required to comply with the provisions of the Maryland Forest Conservation Act imposed by Section 5-1601, et seq. of the Natural Resources Article, Annotated Code of Maryland, including, among other things, the submission and acceptance of a Forest Stand Delineation and a Forest Conservation Plan for the Property in accordance with applicable laws and regulations. Unless otherwise expressly set forth in an addendum to this Contract, Seller represents and warrants that the Property is not currently subject to a Forest Conservation Plan, Management Agreement or any other pending obligation binding the owner of the Property under said Act; further, Seller represents and warrants that no activities have been undertaken on the Property by Seller in violation of the Forest Conservation Act.

50. NOTICE CONCERNING CONSERVATION EASEMENTS: If the Property is encumbered by a Conservation Easement as defined in Section 10-705 of the Real Property Article, Annotated Code of Maryland, the contract must contain a notice concerning the easement, which is contained in an attached addendum. This Paragraph does not apply to the sale of property in an action to foreclose a mortgage or deed of trust. (If the Property is encumbered by a Conservation Easement: See Conservation Easement Addendum.)

51. FOREIGN INVESTMENT TAXES-FIRPTA: Section 1445 of the United States Internal Revenue Code of 1986 provides that a Buyer of residential real property located in the United States must withhold federal income taxes from the payment of the purchase price if (a) the purchase price exceeds Three Hundred Thousand Dollars (\$300,000.00) and (b) the seller is a foreign person. Unless otherwise stated in an addendum attached hereto, if the purchase price is in excess of Three Hundred Thousand Dollars (\$300,000.00), Seller represents that Seller is not a non-resident alien, foreign corporation, foreign partnership, foreign trust or foreign estate (as those terms are defined by the Internal Revenue Code and applicable regulations) and agrees to execute an affidavit to this effect at the time of settlement.

52. CRIMINAL ACTIVITY AND SEXUAL OFFENDERS. Buyer may contact the state, county or municipal police departments in which the Property is located or check the "Sex Offender Registry" at the Maryland Department of Public Safety and Correctional Services website in order to ascertain criminal activity in the vicinity of the Property or the presence of registered sexual offenders who live or work within the vicinity of the Property. Buyer acknowledges that Buyer is solely responsible to inquire of such matters before signing this Contract. Buyer shall have no right to cancel this Contract based upon criminal activity or the presence of registered sexual offenders in the vicinity of the Property. Buyer further acknowledges that no real estate licensee involved in the sale or purchase of the Property, whether acting as the agent for Seller or Buyer, has any duty nor assumes any duty or responsibility to ascertain criminal activity or the presence of registered sexual offenders in the vicinity of the Property.

53. MILITARY INSTALLATIONS: This Section does not apply in Allegany, Carroll, Frederick, Garrett, Howard, Montgomery, and Washington Counties. Buyer is advised that the Property may be located near a military installation that conducts flight operations, munitions testing, or military operations that may result in high noise levels.

54. NOTICE TO THE PARTIES:

- (A) NO REPRESENTATIONS: Brokers, their agents, subagents and employees, make no representations with respect to:
- (1) Water quantity, quality, color, or taste or operating conditions of public and/or private water systems;
 - (2) Location, size or operating condition of on-site sewage disposal systems;
 - (3) The extensions of public utilities by local municipal authorities, existence or availability of public utilities, and any assessments, fees or costs for public utilities which might be imposed by local municipal authorities or private entities, should public utilities be extended or available to the subject Property. (Buyer should consult the Department of Public Works to determine the availability of proposed future extensions of utilities.);
 - (4) Lot size, exact location. If the subject Property is part of a recorded subdivision, Buyer can review the plat upon request at the Record Office. If the subject Property is not part of a recorded subdivision, Buyer may verify exact size, location and through a survey by a licensed engineer or land surveyor, at Buyer's expense;

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(5) Existing zoning or permitted uses of the Property, including, without limitation, whether any improvements to the Property required permit(s) and, if so, whether such improvements, were completed pursuant to permit(s) issued and/or whether any permit(s) issued were complied with. Buyer should contact the appropriate local government agency and/or a licensed engineer to verify zoning, permit issuance/status, and permitted uses;

(6) Whether properly licensed contractors have been used to make repairs, renovations and improvements to the Property.

(B) NO ADVISING: Brokers/agents are not advising the parties as to certain other issues, including without limitation: soil conditions; flood hazard areas; possible restrictions of the use of property due to restrictive covenants, leases, subdivision, environmental laws, easements or other documents; airport or aircraft noise; planned land use, roads or highways; and construction materials and/or hazardous materials, including without limitation flame retardant treated plywood (FRT), radon, radium, mold spores, urea formaldehyde foam insulation (UFFI), synthetic stucco (EIFS), asbestos, polybutylene piping and lead-based paint. Information relating to these issues may be available from appropriate governmental authorities. This disclosure is not intended to provide an inspection contingency.

(C) COMPENSATION OF VENDORS: Buyer and Seller each assume full responsibility for selecting and compensating their respective vendors.

(D) PROTECTION OF HOMEOWNERS IN FORECLOSURE ACT NOTICE: BUYER AND SELLER ACKNOWLEDGE THAT, UNDER SECTION 7-310 OF THE REAL PROPERTY ARTICLE OF THE ANNOTATED CODE OF MARYLAND, IF THE MORTGAGE ON THE PROPERTY IS AT LEAST 60 DAYS IN DEFAULT ON THE DATE OF CONTRACT ACCEPTANCE, SELLER HAS THE RIGHT TO RESCIND THE CONTRACT WITHIN 5 DAYS AFTER THE DATE OF CONTRACT ACCEPTANCE. ANY PROVISION IN THIS CONTRACT OR OTHER AGREEMENT THAT ATTEMPTS OR PURPORTS TO WAIVE ANY OF THE SELLER'S RIGHTS UNDER SECTION 7-310 IS VOID.

55. HOMESTEAD PROPERTY TAX CREDIT NOTICE TO BUYER: IF YOU PLAN TO LIVE IN THIS HOME AS YOUR PRINCIPAL RESIDENCE, YOU MAY QUALIFY FOR THE HOMESTEAD PROPERTY TAX CREDIT. THE HOMESTEAD PROPERTY TAX CREDIT MAY SIGNIFICANTLY REDUCE THE AMOUNT OF PROPERTY TAXES YOU OWE. Additional information may be obtained at: <https://dat.maryland.gov/realproperty/pages/maryland-homestead-tax-credit.aspx>

56. PROPERTY TAX NOTICE - 60 DAY APPEAL: If any real property is transferred after January 1 and before the beginning of the next taxable year to a new owner, the new owner may submit a written appeal as to a value or classification on or before 60 days after the date of the transfer.

57. NON-ASSIGNABILITY: This Contract may not be assigned without the written consent of Buyer and Seller. If Buyer and Seller agree in writing to an assignment of this Contract, the original parties to this Contract remain obligated hereunder until settlement.

58. PARAGRAPH HEADINGS: The Paragraph headings of this Contract are for convenience and reference only, and in no way define or limit the intent, rights or obligations of the parties.

59. COMPUTATION OF DAYS: As used in this Contract, and in any addendum or addenda to this Contract, the term "days" shall mean consecutive calendar days, including Saturdays, Sundays, and holidays, whether federal, state, local or religious. A day shall be measured from 12:00:00 a.m. to and including 11:59:59 p.m. in the Eastern Time Zone. For the purposes of calculating days, the count of "days" shall begin on the day following the day upon which any act or notice as provided in this Contract, or any addendum or addenda to this Contract, was required to be performed or made.

60. ENTIRE AGREEMENT: This Contract and any addenda thereto contain the final and entire agreement between the parties, and neither they nor their agents shall be bound by any terms, conditions, statements, warranties or representations, oral or written, not herein contained. The parties to this Contract mutually agree that it is binding upon them, their heirs, executors, administrators, personal representatives, successors and, if permitted as herein provided, assigns. Once signed, the terms of this Contract can only be changed by a document executed by all parties. This Contract shall be interpreted and construed in accordance with the laws of the State of Maryland. It is further agreed that this Contract may be executed in counterparts, each of which when considered together shall constitute the original Contract.

61. BUYER AND SELLER MAY CONDUCT THE TRANSACTION ELECTRONICALLY USING ELECTRONIC SIGNATURES. Buyer and Seller hereby acknowledge that pursuant to Section 21-101 et seq. of the Commercial Law Article, Annotated Code of Maryland, Buyer and Seller may conduct the transaction electronically using electronic signatures. If a mortgage or settlement company requires wet signatures, all parties agree to promptly re-sign all the documents.

62. ELECTRONIC DELIVERY: The parties agree that this Contract offer shall be deemed validly executed and delivered by a party if a party executes this Contract and delivers a copy of the executed Contract to the other party by facsimile transmittal, or delivers a digital image of the executed document by electronic transmittal.

Authentisign 17 Mite Real Estate LLC Buyer's Signature		08/05/2022		
	Date		Seller's Signature	Date
Buyer's Signature		Date	Seller's Signature	
Buyer's Signature		Date	Seller's Signature	

DATE OF CONTRACT ACCEPTANCE: _____

☐ Check if First-Time Maryland Homebuyer

Contact Information:

BUYER / NAME(S): 17 Mile Real Estate LLC
MAILING ADDRESS: _____

SELLER / NAME(S): City Of Hagerstown
MAILING ADDRESS: _____

Information provided for reference only:

LISTING BROKERAGE COMPANY NAME: _____
BROKER OF RECORD NAME: _____ LICENSE NUMBER: _____
SALES ASSOCIATE NAME: _____ LICENSE NUMBER: _____
OFFICE ADDRESS: _____
OFFICE PHONE: _____ BROKER/SALES ASSOCIATE MLS ID: _____
SALES ASSOCIATE PHONE: _____ SALES ASSOCIATE E-MAIL: _____
ACTING AS: ☐ LISTING BROKER AND SELLER AGENT; OR
☐ INTRA-COMPANY AGENT WITH BROKER AS DUAL AGENT

SELLING BROKERAGE COMPANY NAME: Long & Foster Real Estate, Inc.
BROKER OF RECORD NAME: J. Nicholas D Ambrosia LICENSE NUMBER: 38712
SALES ASSOCIATE NAME: Julie Byrd LICENSE NUMBER: 642247 (MD)
OFFICE ADDRESS: 5301 Buckeystown Pike Frederick MD 21704
OFFICE PHONE: (301) 694-8000 BROKER/SALES ASSOCIATE MLS ID: 3078777
SALES ASSOCIATE PHONE: (240) 367-0364 SALES ASSOCIATE E-MAIL: julie.byrd@longandfoster.com
ACTING AS: ☐ SELLER AGENT; OR
☐ SUBAGENT; OR
☒ BUYER AGENT; OR
☐ INTRA - COMPANY AGENT WITH BROKER AS DUAL AGENT

FAIR HOUSING FOR OWNERS OF RESIDENTIAL REAL ESTATE

Non-discrimination on the basis of race, color, religion, sex, familial status, national origin, and/or other protected classes in the sale and rental of residential real estate is fundamental to our nation's principles of fairness and freedom. Federal, state, and local fair housing laws which prohibit discrimination against these protected classes apply to the marketing, sale, and/or rental of many residential properties. As REALTORS®, it is our duty to inform our clients about these laws in order to promote compliance with the fair housing laws and objectives. We, at Long & Foster® Real Estate, Inc., have therefore, developed this advisory for your information and use.

The fair housing laws of many local governments, such as counties and municipalities, include "protected classes" in addition to those (race, color, religion, familial status, etc.) listed above. One such class is that related to "source of income." The federally-funded Housing Choice Voucher program provides direct government payments to landlords who rent to eligible holders of the program's vouchers. Although at the federal level, the program is voluntary, in the District of Columbia as well as Montgomery and Howard Counties in Maryland, local laws prohibit landlords and owners of rental property from discriminating against voucher holders based on source of income in the terms and conditions of rental housing or in the application of income requirements. This prohibition of discrimination against voucher holders includes refusing to rent to voucher holders, misrepresenting availability of rental housing to voucher holders, and discriminatory advertising about voucher holders based on source of income. Threats, intimidation, coercion, and retaliation against assertion of a fair housing right by voucher holders is also prohibited as is enforcing any policy or practice that may have an inadvertent discriminatory impact on voucher holders.

Participation in the housing choice voucher program comes with many advantages for landlords, including timely rent payments and competitive rents. We encourage landlords to contact local public housing agencies for further information about landlord and tenant responsibilities in the housing choice voucher program. Different public housing or human rights agencies/commissions may have special incentives for landlords. For more information, contact the District of Columbia Housing Authority, the Housing Opportunities Commission of Montgomery County or the Howard County Housing Commission. If your property is located in another county or municipality, you may wish to contact the public housing or human rights agency of your respective county/municipality.

[1E]

Some useful contact information:

District of Columbia Housing Authority

1133 North Capitol Street, NW
Washington, DC 20002
202-535-1000
dchousing.org

Housing Opportunities Commission of Montgomery County

10400 Detrick Avenue
Kensington, MD 20895
301-929-8700 • 301-949-3222 (TTY)
hocmc.org

Howard County Housing Commission

6751 Columbia Gateway Drive
Columbia, MD 21046
410-313-6320

co.ho.md.us/DH/Organiz_HousingComm.htm





Real Estate Transfer Disclosure Statement

THIS REAL ESTATE TRANSFER DISCLOSURE STATEMENT CONCERNS THE
REAL PROPERTY LOCATED IN WASHINGTON COUNTY, STATE OF MARYLAND, DESCRIBED AS

11850 Indian Lane

Hagerstown, MD 21742

THIS STATEMENT IS A DISCLOSURE OF THE EXISTENCE OF THE RIGHT TO FARM
ORDINANCE FOR WASHINGTON COUNTY ("THE ORDINANCE") AS REQUIRED BY THE
ORDINANCE.

THE FOLLOWING ARE REPRESENTATIONS MADE BY THE SELLER AND ARE NOT THE
REPRESENTATIONS OF THE AGENT(S), IF ANY. THIS INFORMATION IS A DISCLOSURE AND IS
NOT INTENDED TO BE PART OF ANY CONTRACT BETWEEN THE BUYER AND SELLER.

WASHINGTON COUNTY ALLOWS AGRICULTURAL OPERATIONS (as defined in the Ordinance)
WITHIN THE COUNTY. You may be subject to inconveniences or discomforts arising from such operations,
including but not limited to noise, odors, fumes, dust, flies, the operation of machinery of any kind during any
24-hour period (including aircraft), vibration, the storage and disposal of manure, and the application by
spraying or otherwise of chemical fertilizers, soil amendments, and pesticides. Washington County has
determined that inconveniences or discomforts associated with such agricultural operations shall not be
considered to be an interference with reasonable use and enjoyment of land, if such operations are
conducted in accordance with Generally Accepted Agricultural Management Practices. Washington County
has established a reconciliation board to assist in the resolution of disputes that might arise between persons
in this County regarding whether agricultural operations conducted on Agricultural Lands are causing an
interference with the reasonable use and enjoyment of land or personal well being and whether those
operations are being conducted in accordance with Generally Accepted Agricultural Practices. If you have
any questions concerning this policy or the reconciliation board, please contact the Washington County
Planning Department for additional information.

Seller _____ Date _____

Seller _____ Date _____

I/WE ACKNOWLEDGE RECEIPT OF A COPY OF THIS STATEMENT:

Buyer 17 Mile Real Estate LLC Date 08/05/2022
Authentisign
8/5/2022 9:18:17 AM EDT

Buyer _____ Date _____

IF YOU DESIRE LEGAL ADVICE CONCERNING THE EFFECT OF THIS DISCLOSURE, PLEASE
CONSULT YOUR ATTORNEY.



LF1865

Rev 07/06





Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards SALES

For the sale of Property at: 11850 Indian Lane
Hagerstown MD 21742

I. SELLER REPRESENTS AND WARRANTS TO LONG & FOSTER, INTENDING THAT SUCH BE RELIED UPON REGARDING THE ABOVE PROPERTY, THAT (each Seller initial ONE of the following and state Year Constructed):

- ☐ Property (all portions) was constructed after January 1, 1978. (If initialed, complete section V only.) Year Constructed: 1864
- ☐ Property (any portion) was constructed before January 1, 1978. (If initialed, complete all sections.)
- ☐ Seller is unable to represent and warrant the age of the property. (If initialed, complete all sections.)

SELLER AGREES TO COMPLY WITH REQUIREMENTS OF THE FEDERAL RESIDENTIAL LEAD-BASED PAINT HAZARD REDUCTION ACT OF 1992.

Lead Warning Statement

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards.

A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

II. Seller's Disclosure (each Seller complete items 'a' and 'b' below)

a. Presence of lead-based paint and/or lead-based paint hazards (initial and complete (i) or (ii) below):

→ ☐ (i) Known lead-based paint and/or lead-based paint hazards are present in the housing (explain)

☐ (ii) Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

b. Records and reports available to the Seller (initial and complete (i) or (ii) below):

→ ☐ (i) Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

MDE Form 330 Certificate + related documents are attached hereto.
EPA Pamphlet "Protect Your Family From Lead In Your Home" attached hereto. [1E]

☐ (ii) Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

III. Purchaser's Acknowledgment (each Purchaser initial and complete items c, d, e and f below)

c. ☒ Purchaser has read the Lead Warning Statement above.

d. ☒ Purchaser has received copies of all information listed above. ☒ (If none listed, check here.)

e. ☒ Purchaser has received the pamphlet *Protect Your Family from Lead in Your Home*.

f. Purchaser has (each Purchaser initial (i) or (ii) below):

☒ (i) Received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

☒ (ii) Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

IV. Agent's Acknowledgment (initial item 'g' below)

g. ☐ Agent has informed the Seller of the Seller's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

V. Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

Seller _____ Date _____

Authentisign
17 Mile Real Estate LLC 08/05/2022
Purchased: 18:29 AM EDT

Seller _____ Date _____

Purchaser _____ Date _____

Agent _____ Date _____

Authentisign
Julie Byrd 08/05/2022
Agent: 2022 3:51:03 PM EDT





**NOTICE TO BUYER AND SELLER OF BUYER'S RIGHTS AND SELLER'S OBLIGATIONS UNDER
MARYLAND'S SINGLE FAMILY RESIDENTIAL PROPERTY CONDITION DISCLOSURE LAW**

ADDENDUM dated 08/02/22 to the Contract of Sale
between Buyer 17 Mile Real Estate LLC
and Seller City Of Hagerstown
for Property known as 11850 Indian Lane Hagerstown, MD 21742

NOTE: This notice does not apply to: (1) the initial sale of single family residential property which has never been occupied, or for which a certificate of occupancy has been issued within one year prior to the date of the Contract; (2) a transfer that is exempt from the transfer tax under Subsection 13-207 of the Tax-Property Article, except land installments contracts of sale under Subsection 13-207(a)(11) of the Tax-Property Article and options to purchase real property under Subsection 13-207(a)(12) of the Tax-Property Article; (3) a sale by a lender or an affiliate or subsidiary of a lender that acquired the real property by foreclosure or deed in lieu of foreclosure; (4) a sheriff's sale, tax sale, or sale by foreclosure, partition or by court appointed trustee; (5) a transfer by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust; (6) a transfer of single family residential real property to be converted by the buyer into a use other than residential use or to be demolished; or (7) a sale of unimproved real property.

Section 10-702 of the Real Property Article of the Annotated Code of Maryland ("Section 10-702") requires that a seller of a single family residential property ("the property") deliver to each buyer, on or before entering into a contract of sale, on a form published and prepared by the Maryland Real Estate Commission, **EITHER:**

- (A) A written property condition disclosure statement listing all defects including latent defects, or information of which the seller has actual knowledge in relation to the following:
- (i) Water and sewer systems, including the source of household water, water treatment systems, and sprinkler systems;
 - (ii) Insulation;
 - (iii) Structural systems, including the roof, walls, floors, foundation and any basement;
 - (iv) Plumbing, electrical, heating, and air conditioning systems;
 - (v) Infestation of wood-destroying insects;
 - (vi) Land use matters;
 - (vii) Hazardous or regulated materials, including asbestos, lead-based paint, radon, underground storage tanks, and licensed landfills;
 - (viii) Any other material defects, including latent defects, of which the seller has actual knowledge;
 - (ix) Whether the required permits were obtained for any improvements made to the property;
 - (x) Whether the smoke alarms:
 - 1. will provide an alarm in the event of a power outage;
 - 2. are over 10 years old; and
 - 3. if battery operated, are sealed, tamper resistant units incorporating a silence/hush button and use long-life batteries as required in all Maryland homes by 2018; and
 - (xi) If the property relies on the combustion of a fossil fuel for heat, ventilation, hot water, or clothes dryer operation, whether a carbon monoxide alarm is installed on the property.

"Latent defects" under Section 10-702 means material defects in real property or an improvement to real property that:

- (i) A buyer would not reasonably be expected to ascertain or observe by a careful visual inspection, and
- (ii) Would pose a threat to the health or safety of the buyer or an occupant of the property, including a tenant or invitee of the buyer;

OR

- (B) A written disclaimer statement providing that:

- (i) Except for latent defects of which the seller has actual knowledge, the seller makes no representations or warranties as to the condition of the real property or any improvements on the real property; and

Buyer 1E

Seller



LF110



- (ii) The buyer will be receiving the real property "as is," with all defects, including latent defects, that may exist, except as otherwise provided in the contract of sale of the property.

At the time the disclosure or disclaimer statement is delivered to you ("the buyer"), you are required to date and sign a written acknowledgement of receipt on the disclosure or disclaimer statement which shall be included in or attached to the contract of sale.

Section 10-702 further provides that a buyer who receives the disclosure or disclaimer statement on or before entering into a contract of sale does not have the right to rescind the contract based upon the information contained in the disclosure or disclaimer statement.

You are hereby notified that, in certain circumstances, you have the right to rescind your contract with the seller if the seller fails to deliver to you the written property condition disclosure or disclaimer statement. Section 10-702 provides that a buyer who does not receive the disclosure or disclaimer statement on or before entering into the contract has the unconditional right, upon written notice to the seller or seller's agent:

- (i) To rescind the contract at any time before the receipt of the disclosure or disclaimer statement or within 5 days following receipt of the disclosure or disclaimer statement; and
(ii) To the immediate return of any deposits made on account of the contract.

Your right to rescind the contract under Section 10-702 terminates if not exercised before making a written application to a lender for a mortgage loan, if the lender discloses in writing at or before the time application is made that the right to rescind terminates on submission of the application or within 5 days following receipt of a written disclosure from a lender who has received your application for a mortgage loan, if the lender's disclosure states that your right to rescind terminates at the end of that 5 day period.

Your rights as a buyer under Section 10-702 may not be waived in the contract and any attempted waiver is void. Your rights as the buyer to terminate the contract under Section 10-702 are waived conclusively if not exercised before:

- (i) Closing or occupancy by you, whichever occurs first, in the event of a sale; or
(ii) Occupancy, in the event of a lease with option to purchase.

The information contained in the property condition disclosure statement is the representation of the seller and not the representation of the real estate broker or sales person, if any. A disclosure by the seller is not a substitute for an inspection by an independent professional home inspection company. You should consider obtaining such an inspection. The information contained in a disclosure statement by the seller is not a warranty by the seller as to the condition of the property of which condition the seller has no actual knowledge or other condition, including latent defects, of which the seller has no actual knowledge. The seller is not required to undertake or provide an independent investigation or inspection of the property in order to make the disclosures required by Section 10-702. The seller is not liable for an error, inaccuracy or omission in the disclosure statement if the error, inaccuracy or omission was based upon information that was not within the actual knowledge of the seller or was provided to the seller by a third party as specified in Section 10-702(i) or (j).

You may wish to obtain professional advice about the property or obtain an inspection of the property.

The undersigned buyer(s) and seller(s) acknowledge receipt of this notice on the date indicated below and acknowledge that the real estate licensee(s) named below have informed the buyer(s) and the seller(s) of the buyer(s)' rights and the seller(s)' obligations under Section 10-702.

Authentisign
17 Mile Real Estate LLC
08/05/2022
Buyer's Signature Date

Buyer's Signature Date

Seller's Signature Date

Seller's Signature Date

Authentisign
Julie Byrd
08/05/2022
8/4/2022 3:51:04 PM EDT
Agent's Signature Date

Agent's Signature Date

MARYLAND RESIDENTIAL PROPERTY DISCLOSURE AND DISCLAIMER STATEMENT

Property Address:

11850 Indian Lane

Hagerstown MD 21742

Legal Description:

NOTICE TO SELLER AND PURCHASER

Section 10-702 of the Real Property Article, *Annotated Code of Maryland*, requires the seller of certain residential real property to furnish to the purchaser either (a) a RESIDENTIAL PROPERTY DISCLAIMER STATEMENT stating that the seller is selling the property "as is" and makes no representations or warranties as to the condition of the property or any improvements on the real property, except as otherwise provided in the contract of sale, or in a listing of latent defects; or (b) a RESIDENTIAL PROPERTY DISCLOSURE STATEMENT disclosing defects or other information about the condition of the real property actually known by the seller. Certain transfers of residential property are excluded from this requirement (see the exemptions listed below).

10-702. EXEMPTIONS. The following are specifically excluded from the provisions of §10-702:

1. The initial sale of single family residential property:
 - A. that has never been occupied, or
 - B. for which a certificate of occupancy has been issued within 1 year before the seller and buyer enter into a contract of sale;
2. A transfer that is exempt from the transfer tax under §13-207 of the Tax-Property Article, except land installment contracts of sale under §13-207(11) of the Tax-Property Article and options to purchase real property under §13-207(a)(12) of the Tax-Property Article;
3. A sale by a lender, or an affiliate or subsidiary of a lender, that acquired the real property by foreclosure or deed in lieu of foreclosure;
4. A sheriff's sale, tax sale, or sale by foreclosure, partition, or by court appointed trustee;
5. A transfer by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
6. A transfer of single family Residential Real Property to be converted by the buyer into use other than residential use or to be demolished; or
7. A sale of unimproved real property.

Section 10-702 also requires the seller to disclose information about latent defects in the property that the seller has actual knowledge of. The seller must provide this information even if selling the property "as is." "Latent defects" are defined as: Material defects in real property or an improvement to real property that:

- (1) A purchaser would not reasonably be expected to ascertain or observe by a careful visual inspection of the real property; and
- (2) Would pose a direct threat to the health or safety of:
 - (i) the purchaser; or
 - (ii) an occupant of the real property, including a tenant or invitee of the purchaser.

MARYLAND RESIDENTIAL PROPERTY DISCLOSURE STATEMENT

NOTICE TO SELLERS: Complete and sign this statement only if you elect to disclose defects, including latent defects, or other information about the condition of the property actually known by you; otherwise, sign the Residential Property Disclaimer Statement. You may wish to obtain professional advice or inspections of the property; however, you are not required to undertake or provide any independent investigation or inspection of the property in order to make the disclosure set forth below. The disclosure is based on your personal knowledge of the condition of the property at the time of the signing of this statement.

NOTICE TO PURCHASERS: The information provided is the representation of the Sellers and is based upon the actual knowledge of Sellers as of the date noted. Disclosure by the Sellers is not a substitute for an inspection by an independent home inspection company, and you may wish to obtain such an inspection. The information contained in this statement is not a warranty by the Sellers as to the condition of the property of which the Sellers have no knowledge or other conditions of which the Sellers have no actual knowledge.

How long have you owned the property?

Property System: Water, Sewage, Heating & Air Conditioning (Answer all that apply)

Water Supply	<input type="checkbox"/> Public	<input type="checkbox"/> Well	<input type="checkbox"/> Other			
Sewage Disposal	<input type="checkbox"/> Public	<input type="checkbox"/> Septic System approved for		(# bedrooms)	Other Type	
Garbage Disposal	<input type="checkbox"/> Yes	<input type="checkbox"/> No				
Dishwasher	<input type="checkbox"/> Yes	<input type="checkbox"/> No				
Heating	<input type="checkbox"/> Oil	<input type="checkbox"/> Natural Gas	<input type="checkbox"/> Electric	<input type="checkbox"/> Heat Pump	Age	<input type="checkbox"/> Other
Air Conditioning	<input type="checkbox"/> Oil	<input type="checkbox"/> Natural Gas	<input type="checkbox"/> Electric	<input type="checkbox"/> Heat Pump	Age	<input type="checkbox"/> Other
Hot Water	<input type="checkbox"/> Oil	<input type="checkbox"/> Natural Gas	<input type="checkbox"/> Electric	Capacity	Age	<input type="checkbox"/> Other

Please indicate your actual knowledge with respect to the following:

1. Foundation: Any settlement or other problems? ☐ Yes ☐ No ☐ Unknown

Comments: _____

2. Basement: Any leaks or evidence of moisture? ☐ Yes ☐ No ☐ Unknown ☐ Does Not Apply

Comments: _____

3. Roof: Any leaks or evidence of moisture? ☐ Yes ☐ No ☐ Unknown

Type of roof: _____ Age: _____

Is there any existing fire retardant treated plywood? ☐ Yes ☐ No ☐ Unknown

Comments: _____

4. Other Structural Systems, including Exterior Walls and Floors:

Comments: _____

Any Defects (structural or otherwise)? ☐ Yes ☐ No ☐ Unknown

Comments: _____

5. Plumbing System: Is the system in operating condition? ☐ Yes ☐ No ☐ Unknown

Comments: _____

6. Heating Systems: Is heat supplied to all finished rooms? ☐ Yes ☐ No ☐ Unknown

Comments: _____

Is the system in operating condition? ☐ Yes ☐ No ☐ Unknown

Comments: _____

7. Air Conditioning System: Is cooling supplied to all finished rooms? ☐ Yes ☐ No ☐ Unknown ☐ Does Not Apply

Comments: _____

Is the system in operating condition? ☐ Yes ☐ No ☐ Unknown ☐ Does Not Apply

Comments: _____

8. Electric Systems: Are there any problems with electrical fuses, circuit breakers, outlets or wiring? ☐ Yes ☐ No ☐ Unknown

Comments: _____

8A. Will the smoke detectors provide an alarm in the event of a power outage? ☐ Yes ☐ No

Are the smoke detectors over 10 years old? ☐ Yes ☐ No

If the smoke alarms are battery operated, are they sealed, tamper resistant units incorporating a silence/hush button, which use long-life batteries as required in all Maryland Homes by 2018? ☐ Yes ☐ No

Comments: _____

9. Septic Systems: Is the septic system functioning properly? ☐ Yes ☐ No ☐ Unknown ☐ Does Not Apply

When was the system last pumped? Date: _____ ☐ Unknown

Comments: _____

10. Water Supply: Any problem with water supply? ☐ Yes ☐ No ☐ Unknown

Comments: _____

Home Water Treatment System: ☐ Yes ☐ No ☐ Unknown

Comments: _____

Fire Sprinkler System: ☐ Yes ☐ No ☐ Unknown ☐ Does Not Apply

Comments: _____

Are the systems in operating condition? ☐ Yes ☐ No ☐ Unknown

Comments: _____

11. Insulation:

In exterior walls? ☐ Yes ☐ No ☐ Unknown

In ceiling/attic? ☐ Yes ☐ No ☐ Unknown

In any other areas? ☐ Yes ☐ No ☐ Where: _____

Comments: _____

12. Exterior Drainage: Does water stand on the property for more than 24 hours after a heavy rain?

☐ Yes ☐ No ☐ Unknown

Comments: _____

Are gutters and downspouts in good repair? ☐ Yes ☐ No ☐ Unknown

Comments: _____

13. Wood-destroying insects: Any infestation and/or prior damage:

☐ Yes ☐ No ☐ Unknown

Comments: _____

Any treatments or repairs? ☐ Yes ☐ No ☐ Unknown

Any warranties? ☐ Yes ☐ No ☐ Unknown

Comments: _____

14. Are there any hazardous or regulated materials (including, but not limited to licensed landfills, asbestos, radon gas, lead-based paint, underground storage tanks, or other contamination) on the property?

☐ Yes ☐ No ☐ Unknown

If yes, specify below. _____

Comments: _____

15. If the property relies on the combustion of a fossil fuel for heat, ventilation, hot water, or clothes dryer operation, is a carbon monoxide alarm installed in the property?

☐ Yes ☐ No ☐ Unknown

Comments: _____

16. Are there any zone violations, nonconforming uses, violation of building restrictions or setback requirements or any recorded or unrecorded easement, except for utilities, on or affecting the property?

If yes, specify below. ☐ Yes ☐ No ☐ Unknown

Comments: _____

16A. If you or a contractor have made improvements to the property, were the required permits pulled from the county or local permitting office?

☐ Yes ☐ No ☐ Does Not Apply ☐ Unknown

Comments: _____

17. Is the property located in a flood zone, conservation area, wetland area, Chesapeake Bay critical area or Designated Historic District?

☐ Yes ☐ No ☐ Unknown If yes, specify below. _____

Comments: _____

18. Is the property subject to any restriction imposed by a Homeowners Association or any other type of community association?

☐ Yes ☐ No ☐ Unknown If yes, specify below. _____

Comments: _____

19. Are there any other material defects, including latent defects, affecting the physical condition of the property?

☐ Yes ☐ No ☐ Unknown

Comments: _____

NOTE: Seller(s) may wish to disclose the condition of other buildings on the property on a separate RESIDENTIAL PROPERTY DISCLOSURE STATEMENT.

The seller(s) acknowledge having carefully examined this statement, including any comments, and verify that is complete and accurate as of the date signed. The seller(s) further acknowledge that they have been informed of their rights and obligations under §10-702 of the Maryland Real Property Article.

Seller(s) _____

Date _____

Seller(s) _____

Date _____

The purchaser(s) acknowledge receipt of a copy of this disclosure statement and further acknowledge that they have been informed of their rights and obligations under §10-702 of the Maryland Real Property Article.

Purchaser _____

Date _____

Purchaser _____

Date _____

MARYLAND RESIDENTIAL PROPERTY DISCLAIMER STATEMENT

NOTICE TO SELLER(S): Sign this statement only if you elect to sell the property without representation and warranties as to its condition, except as otherwise provided in the contract of sale and in the listing of latent defects set forth below; otherwise, complete and sign the RESIDENTIAL PROPERTY DISCLOSURE STATEMENT.

Except for the latent defects listed below, the undersigned seller(s) of the real property make no representations or warranties as to the condition of the real property or any improvements thereon, and the purchaser will be receiving the real property "as is" with all defects, including latent defects, which may exist, except as otherwise provided in the real estate contract of sale. The seller(s) acknowledge having carefully examined this statement and further acknowledge that they have been informed of their rights and obligations under §10-702 of the Maryland Real Property Article.

Section 10-702 also requires the seller to disclose information about latent defects in the property that the seller has actual knowledge of. The seller must provide this information even if selling the property "as is." "Latent defects" are defined as: Material defects in real property or an improvement to real property that:

- (1) A purchaser would not reasonably be expected to ascertain or observe by a careful visual inspection of the real property; and
- (2) Would pose a direct threat to the health or safety of:
 - (i) the purchaser; or
 - (ii) an occupant of the real property, including a tenant or invitee of the purchaser.

Does the seller(s) has actual knowledge of any latent defects:

☐ Yes ☒ No If yes, specify

Seller _____ Date _____

Seller _____ Date _____

The purchaser(s) acknowledge receipt of a copy of this disclaimer statement and further acknowledge that they have been informed of their rights and obligations under §10-702 of the Maryland Real Property Article.

Purchaser Authentisign
17 Mile Real Estate LLC
8/5/2022 9:18:33 AM EDT _____ Date 08/05/2022 _____

Purchaser _____ Date _____



MARYLAND LEAD POISONING PREVENTION PROGRAM DISCLOSURE

Property Address: 11850 Indian Lane Hagerstown MD 21742

MARYLAND LEAD POISONING PREVENTION PROGRAM DISCLOSURE: Under the Maryland Lead Poisoning Prevention Program (the "Maryland Program"), any leased residential dwelling constructed prior to 1978 is required to be registered with the Maryland Department of the Environment (MDE). Detailed information regarding compliance requirements may be obtained at: <http://mde.maryland.gov/programs/Land/LeadPoisoningPrevention/Pages/index.aspx>

1. Seller hereby discloses that the Property was constructed prior to 1978;

AND

The Property _____ is or is not registered in the Maryland Program. (Seller to initial applicable line).

2. If the Property was constructed prior to 1978 and Buyer intends to lease the Property effective immediately following settlement or in the future, Buyer is required to register the Property with the Maryland Department of the Environment within thirty (30) days following the date of settlement or within thirty (30) days following the conversion of the Property to rental property as required by the Maryland Program. Buyer is responsible for full compliance under the Maryland Program, including but not limited to, registration; inspections; lead-paint risk reduction and abatement procedures; payment of all fees, costs and expenses; and the notice requirements to tenants.

3. If the Property is registered under the Maryland Program as indicated above, Seller further discloses to Buyer that an event as defined under the Maryland Program (including, but not limited to, notice of the existence of lead-based paint hazards or notice of elevated blood lead levels from a tenant or state, local or municipal health agency) (Seller to initial applicable line) _____ has; or _____ has not occurred, which obligates Seller to perform either the modified or full risk reduction treatment of the Property as required under the Maryland Program. If an event has occurred that obligates Seller to perform either the modified or full risk reduction treatment of the Property, Seller hereby discloses the scope of such treatment

If such event has occurred, Seller (Seller to initial applicable line) _____ will; OR _____ will not perform the required treatment prior to transfer of title of the Property to Buyer.

ACKNOWLEDGEMENT: Buyer acknowledges by Buyer's Initials that Buyer has read and understands the above Paragraphs.
IE / _____ (BUYER)

CERTIFICATION OF ACCURACY: The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

Seller _____ Date _____

Seller _____ Date _____

Seller's Agent _____ Date _____

Authentisign
17 Mile Real Estate LLC 08/04/2022
08/04/2022 9:18:41 AM EDT
Buyer _____ Date _____

Buyer _____ Date _____

Authentisign
Julie Byrd 08/04/2022
Buyer's Agent _____ Date _____



10/17





PROPERTY INSPECTIONS ADDENDUM

ADDENDUM dated 08/02/22 to Contract of Sale
between Buyer 17 Mile Real Estate LLC
and Seller City Of Hagerstown
for Property known as 11850 Indian Lane, Hagerstown MD 21742

The following provisions are included in and supersede any conflicting language in the Contract.

Only those sections of Paragraph #2 below (A, B, C, D, E, F, G) initialed by both Buyer and Seller shall apply to this Property Inspections Addendum.

1. SCOPE AND LIMITATIONS OF INSPECTIONS: The purpose of any inspection(s) selected below is to discover unsatisfactory conditions, if any, of the components and systems of the Property, and any other conditions identified in the subsections below. The future condition and performance of the above systems and components are not warranted by Seller or inspector and are not to be considered subject to this Addendum.

This Addendum and the inspection(s) provided herein is NOT for the purpose of making items of a routine maintenance and/or cosmetic nature the subject of further negotiations between Buyer and Seller.

2. ITEMS TO BE INSPECTED:

[1E]

A. Structural and Mechanical: Buyer, at Buyer's expense, has the right to have the Property inspected by a qualified professional engineer, licensed home inspector, or other expert selected by Buyer. Such inspection shall be completed and in the event unsatisfactory conditions are found, a copy of the entire inspection report shall be submitted to Seller, together with a written statement indicating what items in the report are considered unsatisfactory and what corrective action is required, within fourteen (14) days from the Date of Contract Acceptance. Inspection may include, but is not limited to, foundations and/or basement (including chronic water penetration), floor systems, ceilings, doors and windows, roof, insulation, exterior and interior wall systems, decks, porches, garages, plumbing, and electrical systems, heating and cooling systems and components, appliances, and mechanical equipment, and also other items as noted:

+

B. Mold: Buyer, at Buyer's expense, has the right to have a qualified expert selected by Buyer take air quality and surface samples in any area of the interior or exterior of the structures, including garage, to determine evidence of mold or mold spores of any kind and level(s) of toxicity. Samples will be sent for analysis to a qualified laboratory. Such inspection and laboratory analysis shall be completed and in the event mold or mold spores are found, a copy of the laboratory analysis and report together with a separate written statement indicating what repair or corrective action is required, shall be submitted to Seller, within _____ (_____) days from the Date of Contract Acceptance.

+

C. Environmental: Buyer, at Buyer's expense, has the right to have the Property inspected by a qualified expert selected by Buyer. Such inspection shall be completed and in the event unsatisfactory conditions are found, a copy of the entire inspection report shall be submitted to Seller, together with a written statement indicating conditions in the report are considered unsatisfactory and what corrective action is required, within _____ (_____) days from the Date of Contract Acceptance. Inspection(s) may include, but



Buyer

[1E]



are not limited to, the presence of asbestos, existence and integrity of underground oil/gasoline tanks, presence of solvents/paint thinners, urea formaldehyde foam insulation (UFFI), synthetic stucco (EIFS), polybutylenepiping, mold spores, and other items if noted:

D. Radon: Buyer, at Buyer's expense, has the right to have the Property tested for radon in accordance with Environmental Protection Agency (EPA) testing protocols to determine whether the radon level (or average radon level if the test results are reported as an integrated average over time) equals or exceeds the action level as determined by the EPA. Such testing shall be completed and in the event the radon level equals or exceeds the EPA action level, a copy of the test results together with a separate written statement indicating what corrective action is required, shall be submitted to Seller, within _____ (_____) days from the Date of Contract Acceptance.

E. Chimney Inspection: Buyer, at Buyer's expense, has the right to have the Property's chimney(s), flue(s), and fireplace(s) inspected by a qualified expert, selected by Buyer, to determine safety and structural soundness. Such inspection shall be completed and in the event unsatisfactory conditions are found, a copy of the entire inspection report shall be submitted to the Seller, together with a written statement indicating what conditions in the report are considered unsatisfactory and what corrective action is required, within _____ (_____) days from the Date of Contract Acceptance. Buyer and Seller understand that the chimney(s), flue(s), and fireplace(s) may need to be cleaned in order to perform said inspection, and Seller hereby authorizes Buyer to instruct inspector to clean systems if needed, at Buyer's expense.

F. Lead-Based Paint Hazard Inspection: Buyer, at Buyer's expense, has the right to conduct a risk assessment or inspection of the Property for the presence of lead-based paint and/or lead-based paint hazards. The risk assessment or inspection of the Property shall be made by an individual certified by the Maryland Department of the Environment to conduct such assessment or inspection. Such assessment or inspection shall be completed and in the event lead-based paint hazards are found, a copy of the entire assessment report or inspection report shall be submitted to Seller, together with a written itemization of specific existing lead-based paint hazards and corrective action required to abate such lead-based paint hazards, within _____ (_____) days from the Date of Contract Acceptance. **The time period specified above represents the mutually agreed upon time period for Buyer to conduct an assessment or inspection of the Property to determine the presence of lead-based paint and/or lead-based paint hazards.** If Seller elects to correct the unsatisfactory condition(s), Seller shall furnish Buyer with written certification from an individual certified by the Maryland Department of the Environment demonstrating that the unsatisfactory condition(s) has been remedied prior to the date of settlement.

1E **G. Additional Inspection(s):** Buyer, at Buyer's expense, has the right to have the Property inspected for . Deeds, Restrictions and Zoning Such inspection(s) shall be completed and in the event unsatisfactory conditions are found, a copy of the entire inspection report shall be submitted to Seller, together with a written statement indicating what conditions in the report are considered unsatisfactory and what corrective action is required, within Fourteen. (14) days from the Date of Contract Acceptance.

Note: Termite and other wood destroying insect infestation inspection terms are governed by the "Wood Destroying Insect Inspection" paragraph of the Contract.

3. RIGHTS AND OBLIGATIONS OF BUYER AND SELLER: Seller shall make the Property accessible for such inspections and shall have utilities in service at the time of the inspection. Neither Buyer, nor any agent or contractor of Buyer, shall in any way excavate, penetrate or otherwise damage any part of the Property without the prior written consent of Seller nor shall any furnishings, boxes, or personal property belonging to Seller be moved or relocated unless absolutely necessary in connection with the inspection. If the Property is part of a condominium, Buyer will be given access to the common areas to perform the inspection(s). Buyer and Seller shall have the right to be

Buyer **1E**

present during the inspection(s), and Buyer shall give Seller reasonable advance notice of the date and time of the inspection(s).

4. INSPECTION REPORT PROCESS: The following terms shall apply to EACH initialed inspection contingency in Paragraph 2 above:

A. Waiver of Buyer's Right to Terminate Contract

If, within the time period specified, Buyer fails to have inspection performed, or if Buyer pursuant to paragraph 4.C. below fails to submit entire inspection report to Seller along with a separate written statement indicating what conditions in the report are considered unsatisfactory, and what corrective action and/or credit is requested, Buyer shall be deemed to have accepted, as satisfactory, said inspection report; and Buyer shall have no right thereafter to terminate the Contract or request corrective action pursuant to the provisions of this Addendum. If Buyer elects not to request corrective action from Seller as a result of an inspection, Buyer shall not be required to submit a copy of the inspection report to Seller.

B. Buyer's General Right to Terminate Contract

NOTICE: THIS PARAGRAPH 4.B. SHALL NOT APPLY UNLESS INITIALED BY BOTH BUYER AND SELLER. If this Paragraph 4.B. is initialed only by the Buyer, then no binding contract shall be deemed to have been formed by and between the parties, even if this Addendum has been signed by both Buyer and Seller, unless Seller shall delete this Paragraph 4.B. by strike-through, duly initialed by Seller, which deletion shall be deemed to be a counter-offer by the Seller to the Buyer for acceptance by the Buyer. If the Buyer wishes to accept the deletion of this Paragraph 4.B., then Buyer shall evidence such acceptance by initials of the Buyer.

Buyer, upon written notice to the Seller given within the time period specified for each inspection contingency, shall have the unconditional right to terminate the Contract for no stated reason, based upon Buyer's general dissatisfaction with the inspection results. If Buyer elects to terminate the Contract, the Contract shall become null and void, and all Deposit(s) shall be disbursed in accordance with the Deposit (s) paragraph of the Contract.

Buyer: 1E / _____ Seller: _____ / _____

C. Buyer's Specific Right to Terminate Contract

NOTICE: This paragraph 4.C. shall apply in the event paragraph 4.B. is not initialed by both Buyer and Seller OR if paragraph 4.B. is initialed by both Buyer and Seller but Buyer elects not to terminate the Contract pursuant to paragraph 4.B.

Within five (5) days from receipt of notice from Buyer of an unsatisfactory inspection report, Seller shall notify Buyer in writing whether Seller, at Seller's expense, will repair or correct all, some, or none of the conditions noted by Buyer, and/or offer a credit. If Seller elects to repair or correct all of the stated unsatisfactory conditions, the Contract shall remain in full force and effect; and Seller shall repair or correct, in a good and workmanlike manner and prior to settlement, all of the unsatisfactory conditions noted by Buyer.

If Seller elects to repair or correct only some, or none, of the unsatisfactory conditions, or fails to respond within the five (5) day period, Buyer, by written notice to Seller given within two (2) days of receipt of Seller's notice, or from the date that such written notice was to have been provided by Seller, may elect either to terminate the Contract or waive the right of repair or correction of any unsatisfactory conditions which Seller will not repair or correct. If Buyer elects to terminate the Contract, the Contract shall become null and void; and the Deposit(s) shall be disbursed in

Buyer 1E / _____

accordance with the Deposit(s) paragraph of the Contract. If Buyer waives the right of repair or correction of any conditions which Seller will not repair or correct, or if Buyer, within two (2) days of receipt of Seller's notice, fails to notify Seller of Buyer's election to either terminate the Contract or to waive the right to repair or correct any unsatisfactory conditions which Seller will not repair or correct, the Contract shall remain in full force and effect; and Seller shall repair or correct, in a good and workmanlike manner and prior to settlement all of the unsatisfactory conditions which Seller agreed to repair or correct.

If Seller offers Buyer a credit, Buyer, by written notice to Seller given within two (2) days of receipt of Seller's offer, may elect either to terminate the Contract or accept the credit. If Buyer elects to terminate the Contract, the Contract shall become null and void; and the Deposit(s) shall be disbursed in accordance with the Deposit(s) paragraph of the Contract. If Buyer accepts the credit, or if Buyer, within two (2) days of receipt of Seller's notice, fails to notify Seller of Buyer's election to either terminate the Contract or accept the credit, the Contract shall remain in full force and effect; and Seller shall credit Buyer the amount Seller offered at settlement, subject to lender approval. It is Buyer's responsibility to confirm with lender that the entire credit provided for herein may be utilized. If lender prohibits Seller from payment of any portion of such credit, then said credit shall be reduced to the maximum amount allowed by lender.

5. REPAIRS, CORRECTION, RE-INSPECTION: Seller agrees to complete repairs and provide receipts in sufficient time for Buyer to inspect prior to settlement. Buyer shall have the right to inspect the Property upon the completion of repairs or corrective action by Seller to confirm that Seller has performed, in a good and workmanlike manner, all of the repairs and corrective action, which Seller agreed to perform.

6. DAMAGE TO PROPERTY: If Buyer or Buyer's agents or contractors damage the Property during the exercise of Buyer's rights under this Addendum, except for damage caused by Seller's negligence, Buyer shall promptly reimburse Seller for all costs incurred in correcting such damage.

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

Authentisign 17 Mile Real Estate LLC 8/5/2022 9:48:49 AM EDT	08/05/2022		
_____ Buyer Signature	_____ Date	_____ Seller Signature	_____ Date
_____ Buyer Signature	_____ Date	_____ Seller Signature	_____ Date



**ON-SITE SEWAGE DISPOSAL SYSTEM (OSDS)
INSPECTION AND TEST ADDENDUM**

ADDENDUM dated 08/02/22 to Contract of Sale
between Buyer 17 Mile Real Estate LLC
and Seller City Of Hagerstown
for Property known as 11850 Indian Lane Hagerstown, MD 21742

NOTICE: On-site sewage disposal system inspections and inspectors are subject to State of Maryland Department of the Environment (MDE) guidelines. On or after July 1, 2022, an individual may not engage in the business of inspecting an onsite sewage disposal system unless the individual holds a valid onsite wastewater property transfer inspection license issued by the MDE. Persons hiring on-site sewage disposal system inspectors should obtain proof that the inspector has satisfied the MDE requirement. Prior to entering into a contract for inspection services, a full disclosure and explanation of types of available sewage disposal inspection tests, possible effects on the property, and expected costs should be obtained from the inspector. The inspector should be able to provide evidence of insurance or bond to cover liability in the event the property is damaged as a result of such Inspection(s) and test(s).

AGREEMENT:

This Contract is contingent upon an inspection of the private on-site sewage disposal system by an individual who has completed a MDE approved course as required by law.

Said inspection shall be performed and the results obtained within Fourteen (14) days from the Date of Contract Acceptance ("Inspection Period"). Said inspection shall be performed at Buyer's expense and at Buyer's sole risk of damage to the property. Seller shall make the property accessible and will cooperate with Buyer in arranging for the inspection within the Inspection Period.

In the event repairs are required to correct deficiencies noted by the inspector, Buyer shall notify Seller in writing. Such notice shall be accompanied by a copy of the inspection report. This contingency shall be considered satisfied by the Buyer and of no further effect unless Buyer shall deliver the notice of such required repairs to Seller within the Inspection Period.

In the event repairs are required, Seller shall pay the cost of repairs. If the cost of repairs exceeds \$ 1,000.00 Seller, at Seller's election, may declare this Contract null and void upon written notice to Buyer within five (5) days of Seller's receipt of Buyer's written notice of required repairs.

Upon receipt of Seller's written notice to declare this Contract null and void, Buyer, at Buyer's election, may agree to pay the cost of repairs in excess of the amount stated in the previous paragraph, upon written notice to Seller within (5) calendar days of receipt by Buyer of Seller's written notice of Seller's election to declare the Contract null and void. In such event, this Contract shall remain in full force and effect.

If this Contract is terminated based upon this inspection contingency, the deposit shall be disbursed in accordance with the Deposit Paragraph of the Contract.

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

Authentisign		08/05/2022	
<u>17 Mile Real Estate LLC</u>			
<u>Buyer Signature</u>	<u>Date</u>	<u>Seller Signature</u>	<u>Date</u>
<u>Buyer Signature</u>	<u>Date</u>	<u>Seller Signature</u>	<u>Date</u>





WATER QUALITY ADDENDUM

NOT FOR USE IN BALTIMORE COUNTY

ADDENDUM dated 08/02/22 to Contract of Sale
between Buyer 17 Mile Real Estate LLC
and Seller City Of Hagerstown
for Property known as 11850 Indian Lane Hagerstown, MD 21742

1. NOTICE: There are several types of water tests available. Buyer and Seller acknowledge that lender(s) may require one (1) or more water quality test(s) for public and private (wells) water supply systems. The test(s) may include:
 - A. Bacterial (may be required by Conventional, VA & FHA lenders)
 - B. Chemical (may be required by VA & FHA lenders)
 - C. Lead (may be required by VA & FHA lenders)
 - D. Radium
2. AGREEMENT OF THE PARTIES:
 - A. Buyer and Seller agree the test(s) to be performed are Bacterial, Chemical, Lead, Radium and/or other as follows:
 - B. The test(s) shall be ordered and paid for by Buyer.
 - C. The tests as provided under this paragraph shall be conducted regardless of whether this Contract is subject to a financing contingency and regardless of whether a lender selected by buyer waives or does not require one (1) or more of the water quality tests.
3. ADDITIONAL PROVISIONS: The water quality test(s) shall be performed by a qualified private laboratory within Fourteen (14) days from the Date of Contract Acceptance. If test result(s) is/are not satisfactory to Buyer, Buyer shall notify Seller in writing, within five (5) days following Buyer's receipt of test(s) result(s) and shall provide to Seller a copy of any written test(s) result(s). Seller, upon written notice from Buyer, shall correct any contamination prior to settlement, at Seller's expense, provided the cost of correction does not exceed One Thousand Dollars (\$ 1,000.00).

If the estimated cost of correction exceeds the above amount, Seller, at Seller's option, upon written notice to Buyer, may declare the Contract null and void and of no further force and effect, unless Buyer agrees, in writing, to pay for the cost of correction exceeding the above amount, then the Contract shall remain in full force and effect. If such test result(s) reveal(s) contamination for which the cost of correction exceeds the above amount, Seller's decision regarding correction and/or cancellation, shall be communicated in writing to Buyer, with copy(ies) of contractor estimate(s) of correction, within five (5) days from receipt of the report, after which Buyer shall respond to Seller, in writing, with Buyer's decision within three (3) days from receipt of Seller's



LF315

Buyer 1E / _____

Page 1 of 2 10/17

Seller _____ / _____



Water Quality Addendum

notification of Seller's decision. If Seller does not notify Buyer, in writing, of Seller's decision within five (5) days from receipt of report, Buyer may, at Buyer's option, pay for the cost of correction exceeding the amount above. If Buyer does not agree to pay for the cost of correction exceeding the above amount, Buyer upon written notice to Seller, may declare the Contract null and void and of no further force and effect and, in such event, the Deposit(s) shall be disbursed in accordance with the Deposit(s) Paragraph of the Contract.

If the Contract is terminated by either party, in accordance with this Addendum, the Deposit(s) shall be disbursed in accordance with the Deposit(s) paragraph of the Contract.

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

Authentisign
17 Mile Real Estate LLC
08/05/2022 15:14 EDT
Buyer Signature Date

Buyer Signature Date

Seller Signature Date

Seller Signature Date



INSPECTION - WELL TEST FOR WATER YIELD

(Not for use In Baltimore County)

ADDENDUM dated 08/02/2022 to Contract of Sale
between Buyer 17 Mile Real Estate LLC
and Seller City Of Hagerstown
for Property known as 11850 Indian Lane Hagerstown MD 21742

1. NOTICE: Buyer is advised and hereby acknowledges that the Property is served by a private water supply system as the only source of domestic water. The County in which the Property is located, by law, may not require, as a condition for the resale of real property, that the existing private water supply system be tested as to water yield or that the private water system meet any type of minimum standards as to the quantity of water provided by such system. Buyer's lender may require, as a condition to making a loan to Buyer, that this private water system be tested. Buyer is further advised that the quantity of water available to the Property is important to the safe and adequate enjoyment and use of the Property.
2. AGREEMENT OF THE PARTIES:
 - A. Buyer and Seller agree that a water yield test shall be performed on the existing well serving the Property.
 - B. Buyer and Seller agree that the test shall be a one (1) hour ☐ OR ☐ three (3) hour test (Check one).
 - C. The test shall be ordered and paid for by Buyer.
 - D. The tests as provided under this paragraph shall be conducted regardless of whether this Contract is subject to a financing contingency.
3. ADDITIONAL PROVISIONS: The water yield test shall be performed by a qualified well testing company within (14) days from the Date of Contract Acceptance, measured in accordance with acceptable industry standards, Buyer shall notify Seller in writing, within five (5) days following Buyer's receipt of test results and shall provide to Seller a copy of any written test results.

Seller, upon written notice from Buyer, shall correct any deficiencies prior to settlement, at Seller's expense, provided the cost of correction does not exceed \$ 1,000.00 Dollars.

If the estimated cost of correction exceeds the above amount, Seller, at Seller's option, upon written notice to Buyer, may declare the Contract null and void and of no further force and effect, unless Buyer agrees, in writing, to pay for the cost of correction exceeding the above amount, then the Contract shall remain in full force and effect. If such test results reveal deficiencies for which the cost of correction exceeds the above amount, Seller's decision regarding correction and/or cancellation, shall be communicated in writing to Buyer, with copy(ies) of contractor estimate(s) of correction, within five (5) days from receipt of the report, after which Buyer shall respond to Seller, in writing, with Buyer's decision within three (3) days from receipt of Seller's notification of Seller's decision. If Seller does not notify Buyer, in writing, of Seller's decision within

Buyer [18] /

Seller _____ /

Water Yield Test Addendum

five (5) days from receipt of report, Buyer may, at Buyer's option, pay for the cost of correction exceeding the amount above. If Buyer does not agree to pay for the cost of correction exceeding the above amount, Buyer upon written notice to Seller, may declare the Contract null and void and of no further force and effect and, in such event, the Deposit(s) shall be disbursed in accordance with the Deposit(s) Paragraph of the Contract.

If the Contract is terminated by either party, in accordance with this Addendum, the Deposit(s) shall be disbursed in accordance with the Deposit(s) paragraph of the Contract.

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

Authentisign 17 Mile Real Estate LLC 08/05/2022 9:06:03 AM EDT	08/05/2022		
Buyer Signature	Date	Seller Signature	Date
_____ Buyer Signature	_____ Date	_____ Seller Signature	_____ Date



HOMEOWNER'S INSURANCE DISCLOSURE



Property Address: 11850 Indian Lane Hagerstown MD 21742
Street Address City/State/Zip

To assist the buyer in securing a homeowner's policy, the Seller makes the following disclosure by checking the appropriate statement:

1. ☒ I/We have filed no insurance claims, nor have any knowledge of any claims filed on the property listed above in the past five (5) years. I/We are not aware of any existing conditions that may lead to a claim against our homeowner's insurance policy.
2. ☐ I/We have filed _____ insurance claim(s), or know that there has/have been claims made during the past five (5) years, either by me/us or by the previous owner(s).
3. ☐ I/We are aware of conditions that may lead to a future insurance claim.

If item number 2 and/or 3 are checked, please describe the facts of the claim and/or conditions that may lead to a claim:

The current insurance company is: _____

_____	Authentisign 17 Mile Real Estate LLC 8/5/2022 4:05 PM	08/05/2022
Seller's Signature/Date	Buyer's Signature/Date	
_____	_____	
Seller's Signature/Date	Buyer's Signature/Date	



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DISCLOSURE OF LEASED ITEMS ADDENDUM TO RESIDENTIAL CONTRACT OF SALE

ADDENDUM dated 08/02/22 to Contract of Sale
Between Buyer 17 Mile Real Estate LLC
And Seller City Of Hagerstown
for Property known as 11850 Indian Lane Hagerstown MD 21742

The obligations of Buyer and Seller with respect to the following leased items shall be as follows:

LEASED ITEM:	INCLUDED	EXCLUDED
a. Fuel Tank(s)	<input type="checkbox"/>	<input type="checkbox"/>
b. Solar Panels	<input type="checkbox"/>	<input type="checkbox"/>
c. Alarm System	<input type="checkbox"/>	<input type="checkbox"/>
d. Water Treatment System	<input type="checkbox"/>	<input type="checkbox"/>
e. Other	<input type="checkbox"/>	<input type="checkbox"/>
f. Other	<input type="checkbox"/>	<input type="checkbox"/>
g. Other	<input type="checkbox"/>	<input type="checkbox"/>
h. Other	<input type="checkbox"/>	<input type="checkbox"/>

ADDITIONAL TERMS OF AGREEMENT:

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

Authentisign
17 Mile Real Estate LLC 08/05/2022
Buyer Signature Date Seller Signature Date

Buyer Signature Date Seller Signature Date



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ADDENDUM TO CONTRACT OF SALE



Addendum #
between Buyer
and Seller
for Property known as

dated
17 Mile
City Of
Hagerstown

08/02/2022
Real Estate LLC
Hagerstown
11850 Indian Lane
MD 21742

to Contract of Sale dated
08/02/2022

NOW, THEREFORE, IT IS MUTUALLY AGREED THAT THE FOLLOWING PROVISIONS BE ADDED:

Sellers do hereby agree to pay the buyer's broker 2.5% commission of the sales price at settlement

Buyer and Seller agree, the Contingency Time frame for buyer's to do their, "due diligence", begins at the later of once buyers receive confirmation of a favorable vote, from the Mayor and Council vote on the purchase agreement at the regular session or the expiration of the Verizon/CellCo / America Tower "Right of First Refusal" under Paragraph 15 of the Land Lease Agreement. [1E]

[1E] Property is subject to the terms and conditions of a Land Lease Agreement dated 3/16/11. Seller agrees to assign its rights and obligations under the Land Lease Agreement to Buyer as part of this Contract of Sale.

All other items and conditions of this contract remain in full force and effect.

Authentisign
17 Mile Real Estate LLC
Buyer
08/05/2022 9:19:00 AM EDT

08/05/2022

Date

Buyer

Date

08/05/2022

Seller

Date

Seller

Date

MARYLAND DEPARTMENT OF THE ENVIRONMENT LEAD PAINT RISK REDUCTION (MDE FORM 330) INSPECTION CERTIFICATE NO. 777487

0167033 MDE TRACKING NO. 22-18023466
11850 Indian Lane SFP Hagerstown 21740 Wash. 1864
City Zip Code County Property Construction Date

The Maryland accredited lead inspector must mark an inspection category 1, 2, 3, or 5 and mark the appropriate inspection method. Only ONE category and method are to be marked. The following attachments are required to be submitted with the certificate: Form C, laboratory results, and diagrams for Full Risk Reduction, and Forms B and C, original signed copy of Supervisor's Statement of Work, laboratory results, and diagrams collected for Modified Risk Reduction. Form E for Lead Free, which shall include a \$10 per unit processing fee for each certificate. To be paid to: P.O. Box 1417, Baltimore, MD 21203. The certificate shall be signed by the inspector who performed the inspection. Inspection certificates and all required attachments must be submitted to MDE within 10 days following Lead Free and Lead Safe Inspections and within 10 days following the receipt of dust sample results for Full and Modified Risk Reduction Inspections. Copies of all inspection records shall be maintained for at least 5 years by lead inspection contractors. Maximum penalties will be pursued by MDE for any falsified documentation that is received by MDE. Indicate "0000" if Property Construction Date is unknown. Lead paint inspection contractors must mail inspection certificates and the supporting documentation for inspection certificates to: P.O. Box 943, Jessup, MD 20794.

INSPECTION CATEGORIES

<input type="checkbox"/> 1. Lead Free Methods <input type="checkbox"/> A. One Time Only (Interior & Exterior) OR <input type="checkbox"/> B. Limited (Interior Lead Free Only) Passing Re-inspection required no later than: ____/____/____ Number of Pre-1950 Lead Free Units ____ Number of Post-1949 Lead Free Units ____	<input checked="" type="checkbox"/> 2. Full Risk Reduction Methods <input checked="" type="checkbox"/> A. Dust Inspection OR <input type="checkbox"/> D. Dust Inspection with Exterior Waiver Passing Re-inspection (Form D and Supervisor Statement of Work) required no later than 04/30/____ unless otherwise noted in local code. OR <input type="checkbox"/> E. Dust Inspection with Lead Free Exterior	<input type="checkbox"/> 3. Modified Risk Reduction Methods <input type="checkbox"/> B. Visual Inspection and Dust Inspection OR <input type="checkbox"/> C. Visual Inspection and Dust Inspection with Exterior Waiver Passing Re-inspection (Form D and Supervisor Statement of Work) required no later than 04/30/____ unless otherwise noted in local code. OR <input type="checkbox"/> D. Visual Inspection and Dust Inspection with Lead Free Exterior	<input type="checkbox"/> 5. Lead Safe Methods <input type="checkbox"/> A. Dust Inspection OR <input type="checkbox"/> B. Dust Inspection and Visual Inspection OR <input type="checkbox"/> C. Dust Inspection with Lead Free Exterior OR <input type="checkbox"/> D. Dust Inspection and Visual Inspection with Lead Free Exterior AND Verification that windows are lead free or have been treated so friction surfaces are lead free.
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☒ PASSED Based on the findings of the attached inspection report(s), I certify that the property/unit meets the certification criteria at this time. (circle property or unit)
☐ FAILED Based on the findings of the attached inspection report(s), the property/unit fails to meet certification criteria at this time. (circle property or unit)
 I certify that I inspected the above listed property/unit on 04/17/18 at 9:00 am p.m. under Title 6, Subtitle 8 of the Environment Article, Annotated Code of MD.

Sacqualine Morris Inspector's Name
0895 6-12-19 Accreditation No.
Professional Property Services Inspection Contractor Name
4877 9-22-18 Accreditation Exp. Date

MARYLAND DEPARTMENT OF THE ENVIRONMENT

Land Management Administration • Lead Poisoning Prevention Program
1800 Washington Boulevard • Suite 630 • Baltimore Maryland 21230-1719
410-537-3825 • 800-633-6101 x3825 • www.mde.state.md.us/lead

FORM A- INSPECTION CERTIFICATE DISCLAIMERS

This disclaimer is to be distributed to the property owner by the inspection contractor upon issuance of any Lead Paint Certificate. DO NOT SEND THIS FORM TO MDE.

"RISK REDUCTION DISCLAIMER"

Meeting the Full or Modified Risk Reduction Standard pursuant to §6-815 or §6-819 of Annotate Code, Environment Article does NOT mean that the affected property is lead-free or lead-safe. This inspection standard is to be repeated dependant on certain triggering events.

"EXPIRATION DISCLAIMER"

Any inspection certificate issued as limited or provisional shall expire automatically upon the occurrence of any event which, under Maryland law, requires the re-inspection or re-certification of the subject property unless such re-inspection or re-certification occurs prior to that expiration date.

The "EXPIRATION DISCLAIMER" applies to:

- 1) Any LEAD FREE CERTIFICATE ISSUED UNDER OPTION B ("LIMITED LEAD FREE"). This means that the exterior was not tested for lead or did not pass the allowable limit for lead based paint in Maryland, but met the Lead Free standard on the interior allowed under the Annotated Code of Maryland, Environmental Article, §6-804 on the interior.
- 2) Any Full or Modified Risk Reduction Certificate issued using Method C or D where the exterior is NOT Lead Free. This means that the exterior currently does not meet either risk reduction standard because it has chipping, peeling or flaking paint. A certificate may be issued under the provision for an exterior waiver is allowed under the Annotated Code of Maryland, Environmental Article, §6-815 (d) or §6-819(j). A re-inspection to clear that waiver must be performed on or before April 30th of that expiration year. If the re-inspection does not show satisfactory completion of the work required in order for the exterior to meet Department standards, the certificate will be considered to have expired as of the provisional date stated on the original certificate.

For more information, please visit the Lead Poisoning Prevention Program's website at www.mde.state.md.us/lead and navigate to the Rental Owners page or call the Program at 410-537-3825.

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MARYLAND DEPARTMENT OF THE ENVIRONMENT

Land Management Administration • Lead Poisoning Prevention Compliance & Accreditation Division
 1800 Washington Blvd. • Suite 630 • Baltimore Maryland 21230
 (410) 537-3825 • 1-800-633-6101 x3825 • www.mde.state.md.us

FORM C- DUST INSPECTION VISUAL REVIEW / DUST SAMPLE COLLECTION & ANALYSIS

The lead paint inspection contractor/inspector is to submit a copy of the Lead Paint Risk Reduction Inspection Certificate (Form 330), with this Form C which includes the diagram; a copy of the lab results to Maryland Department of the Environment and the property owner WITHIN 10 CALENDAR DAYS following the inspection. This form must be fully completed and accurate or the Inspection Certificate may be invalidated. (EA 6-8, COMAR 26.16.02 and 26.16.05)

MDE Tracking No.: 0167033	Date of Inspection: 04/17/2018	Inspection Certificate No.: 777487
Address of Property Inspected:		
Street Address: 11850 Indian Lane	Unit No.: SEF	City: Hagerstown
	Zip Code: 21740	County/City: Wash.
Date of Lab Report: 04/21/2018	Date Lab Report was Received by Inspector: 04/23/2018	

PART I - VISUAL REVIEW

Visually review all interior and exterior painted surfaces of unit for chipping, peeling, or flaking paint. If chipping, peeling, or flaking paint is found, corrections must be made before dust samples may be collected. Exterior corrections may be delayed if interior paint condition is satisfactory and an Exterior Waiver is approved.

	INTERIOR	EXTERIOR
Is Condition of Paint Satisfactory? (circle one in each column)	<input checked="" type="radio"/> Yes / No	<input checked="" type="radio"/> Yes / No
Is an Exterior Waiver being used? (circle one)	Yes / <input checked="" type="radio"/> No	
If Yes, this Certificate expires on: 04/30/____. The property must pass re-inspection no later than this date or this inspection certificate will no longer be valid. Name of the approving agency or official for the Exterior Waiver: N/A. Form D with the Supervisor's Statement of Work form must be submitted to MDE and the property owner by the lead inspector.		

PART II - DIAGRAM

On a separate sheet of paper, provide a diagram of the unit. The diagram is to include: the full site address, street(s) adjacent to the outside entry with the street name(s), location of the unit within a multi-unit property if applicable, window and doorway locations, assigned room numbers, and locations of where dust samples were taken. Show each room within the unit and number each. Your numbering system on your diagram is to match Part III of this form. Note locations of windows with a "W" and sampling locations with an "X". Attach the diagram to this form.

PART III - DUST COLLECTION & ANALYSIS

After collection of samples in a room, enter the total number of samples that were taken in that room. Attach additional copies of page 2 of this form if there are more rooms than can be accommodated on the back of this form. The "Meets Standard" column requires circling a Yes or No. Under Maryland law, the Lead Risk Reduction Standard for dust is: floors <40; window sills <250; window wells <400 µg/ft². A copy of the Laboratory Analysis Report must be attached to this form. The Result column, below, is for results/concentration of lead in micrograms per square foot (µg/ft²), not Total Lead (µg).

FORM C, PART III Continued

Inspection Certificate No.:

777487

Page No.:

1

Is this a retest of failed room(s)? (circle one)	Yes / <u>No</u>
--	-----------------

	SAMPLE No.	AREA (in inches)	RESULT $\mu\text{g}/\text{ft}^2$
* Field Blank			

*Field blank samples are required to be collected per the American Society for Testing and Materials (ASTM) International Standard E 1728 as of May 19, 2008. Field blanks only have to be collected at a minimum frequency of 5 % (or 1 for every 20 field wipe samples collected). Therefore, completion or not of the Field Blank box may vary.

ROOM NO.: #1 LR	Number of NON-Lead Free windows in room: 0	Number of Lead Free windows in room: 2	Total number of windows in room: 2
SURFACE	SAMPLE No.	AREA (in inches)	RESULT $\mu\text{g}/\text{ft}^2$
Floor			MEETS STANDARD
Sill	1	35 x 10 3/4	19.14
Well			Yes / No
Total Samples Collected in room: 1			<u>Yes</u> / No

ROOM NO.: #2 Fam Rm	Number of NON-Lead Free windows in room: 0	Number of Lead Free windows in room: 2	Total number of windows in room: 2
SURFACE	SAMPLE No.	AREA (in inches)	RESULT $\mu\text{g}/\text{ft}^2$
Floor			MEETS STANDARD
Sill	2	35 x 8 3/4	42.35
Well			Yes / No
Total Samples Collected in room: 1			<u>Yes</u> / No

ROOM NO.: #3 DR	Number of NON-Lead Free windows in room: 0	Number of Lead Free windows in room: 1	Total number of windows in room: 1
SURFACE	SAMPLE No.	AREA (in inches)	RESULT $\mu\text{g}/\text{ft}^2$
Floor	3	12 x 12	45.00
Sill			MEETS STANDARD
Well			Yes / No
Total Samples Collected in room: 1			<u>Yes</u> / No

ROOM NO.: #4 Den	Number of NON-Lead Free windows in room: 0	Number of Lead Free windows in room: 3	Total number of windows in room: 3
SURFACE	SAMPLE No.	AREA (in inches)	RESULT $\mu\text{g}/\text{ft}^2$
Floor			MEETS STANDARD
Sill	4	31 x 3	47.74
Well			Yes / No
Total Samples Collected in room: 1			<u>Yes</u> / No

ROOM NO.: #5 Kit	Number of NON-Lead Free windows in room: 0	Number of Lead Free windows in room: 1	Total number of windows in room: 1
SURFACE	SAMPLE No.	AREA (in inches)	RESULT $\mu\text{g}/\text{ft}^2$
Floor	5	12 x 12	45.00
Sill			MEETS STANDARD
Well			Yes / No
Total Samples Collected in room: 1			<u>Yes</u> / No

Accredited Inspector's Name: Jacqueline Morris	Inspector's Accreditation No.: 8095	Date of Inspection: 04-17-2018
--	-------------------------------------	--------------------------------

Form Number: MDE/LMA/CER.039

Revision Date 09/2011

TTY Users 1-800-735-2258

Page 2 of 2

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FORM C, PART III Continued

Inspection Certificate No.:

777487

Page No.:

2

Is this a retest of failed room(s)? (circle one)	Yes / <u>No</u>
--	-----------------

	SAMPLE No.	AREA (in inches)	RESULT $\mu\text{g}/\text{ft}^2$
* Field Blank			

*Field blank samples are required to be collected per the American Society for Testing and Materials (ASTM) International Standard E 1728 as of May 19, 2008. Field blanks only have to be collected at a minimum frequency of 5 % (or 1 for every 20 field wipe samples collected). Therefore, completion or not of the Field Blank box may vary.

ROOM NO.:	#6 Entry	Number of <u>NON-Lead Free</u> windows in room:	0	Number of <u>Lead Free</u> windows in room:	0	Total number of windows in room:	0
SURFACE	SAMPLE No.	AREA (in inches)		RESULT $\mu\text{g}/\text{ft}^2$		MEETS STANDARD	
Floor	6	12 x 12		< 5.00		<u>Yes</u> / No	
Sill						Yes / No	
Well						Yes / No	
Total Samples Collected in room: 1							

ROOM NO.:	#7 Bath 1	Number of <u>NON-Lead Free</u> windows in room:	0	Number of <u>Lead Free</u> windows in room:	1	Total number of windows in room:	1
SURFACE	SAMPLE No.	AREA (in inches)		RESULT $\mu\text{g}/\text{ft}^2$		MEETS STANDARD	
Floor	7	12 x 12		< 5.00		<u>Yes</u> / No	
Sill						Yes / No	
Well						Yes / No	
Total Samples Collected in room: 1							

ROOM NO.:	#8 BR 2	Number of <u>NON-Lead Free</u> windows in room:	0	Number of <u>Lead Free</u> windows in room:	3	Total number of windows in room:	3
SURFACE	SAMPLE No.	AREA (in inches)		RESULT $\mu\text{g}/\text{ft}^2$		MEETS STANDARD	
Floor						Yes / No	
Sill	8	36 x 2 3/4		< 7.27		<u>Yes</u> / No	
Well						Yes / No	
Total Samples Collected in room: 1							

ROOM NO.:	#9 BR 1	Number of <u>NON-Lead Free</u> windows in room:	0	Number of <u>Lead Free</u> windows in room:	4	Total number of windows in room:	4
SURFACE	SAMPLE No.	AREA (in inches)		RESULT $\mu\text{g}/\text{ft}^2$		MEETS STANDARD	
Floor						Yes / No	
Sill	9	36 x 2 3/4		19.07		<u>Yes</u> / No	
Well						Yes / No	
Total Samples Collected in room: 1							

ROOM NO.:	#10 BR 3	Number of <u>NON-Lead Free</u> windows in room:	0	Number of <u>Lead Free</u> windows in room:	2	Total number of windows in room:	2
SURFACE	SAMPLE No.	AREA (in inches)		RESULT $\mu\text{g}/\text{ft}^2$		MEETS STANDARD	
Floor						Yes / No	
Sill	10	34 1/2 x 8 1/2		6.22		<u>Yes</u> / No	
Well						Yes / No	
Total Samples Collected in room: 1							

Accredited Inspector's Name:	Inspector's Accreditation No.:	Date of Inspection:
Jacqueline Morris	8095	04-17-2018

FORM C, PART III Continued

Inspection Certificate No.:

777487

Page No.:

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Is this a retest of failed room(s)? (circle one)

Yes ☐ No ☒

SAMPLE No.	AREA (in inches)	RESULT $\mu\text{g}/\text{ft}^2$
* Field Blank #14 Finish	12 x 12	< 5.00

*Field blank samples are required to be collected per the American Society for Testing and Materials (ASTM) International Standard E 1728 as of May 19, 2008. Field blanks only have to be collected at a minimum frequency of 5 % (or 1 for every 20 field wipe samples collected). Therefore, completion or not of the Field Blank box may vary.

ROOM NO.: #11 BR4		Number of <u>NON-Lead Free</u> windows in room: 0	Number of <u>Lead Free</u> windows in room: 2	Total number of windows in room: 2
SURFACE	SAMPLE No.	AREA (in inches)	RESULT $\mu\text{g}/\text{ft}^2$	MEETS STANDARD
Floor				Yes / No
Sill	11	34 1/2 x 8 3/4	6.39	<input checked="" type="radio"/> Yes / No
Well				Yes / No
Total Samples Collected in room: 1				

ROOM NO.: #12 Bath 2		Number of <u>NON-Lead Free</u> windows in room: 0	Number of <u>Lead Free</u> windows in room: 1	Total number of windows in room: 1
SURFACE	SAMPLE No.	AREA (in inches)	RESULT $\mu\text{g}/\text{ft}^2$	MEETS STANDARD
Floor	12	12 x 12	< 5.00	<input checked="" type="radio"/> Yes / No
Sill				Yes / No
Well				Yes / No
Total Samples Collected in room: 1				

ROOM NO.: #13 BR5		Number of <u>NON-Lead Free</u> windows in room: 0	Number of <u>Lead Free</u> windows in room: 2	Total number of windows in room: 2
SURFACE	SAMPLE No.	AREA (in inches)	RESULT $\mu\text{g}/\text{ft}^2$	MEETS STANDARD
Floor				Yes / No
Sill	13	35 1/2 x 8	13.35	<input checked="" type="radio"/> Yes / No
Well				Yes / No
Total Samples Collected in room: 1				

ROOM NO.:		Number of <u>NON-Lead Free</u> windows in room:	Number of <u>Lead Free</u> windows in room:	Total number of windows in room:
SURFACE	SAMPLE No.	AREA (in inches)	RESULT $\mu\text{g}/\text{ft}^2$	MEETS STANDARD
Floor				Yes / No
Sill				Yes / No
Well				Yes / No
Total Samples Collected in room:				

ROOM NO.:		Number of <u>NON-Lead Free</u> windows in room:	Number of <u>Lead Free</u> windows in room:	Total number of windows in room:
SURFACE	SAMPLE No.	AREA (in inches)	RESULT $\mu\text{g}/\text{ft}^2$	MEETS STANDARD
Floor				Yes / No
Sill				Yes / No
Well				Yes / No
Total Samples Collected in room:				

Accredited Inspector's Name:

Jacqueline Morris

Inspector's Accreditation No.:

8095

Date of Inspection:

04-17-2018

Form Number: MDE/LMA/CER.039

Revision Date 09/2011

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Page 2 of 2

Recycled Paper

MARYLAND DEPARTMENT OF THE ENVIRONMENT LEAD PAINT RISK REDUCTION REPORT

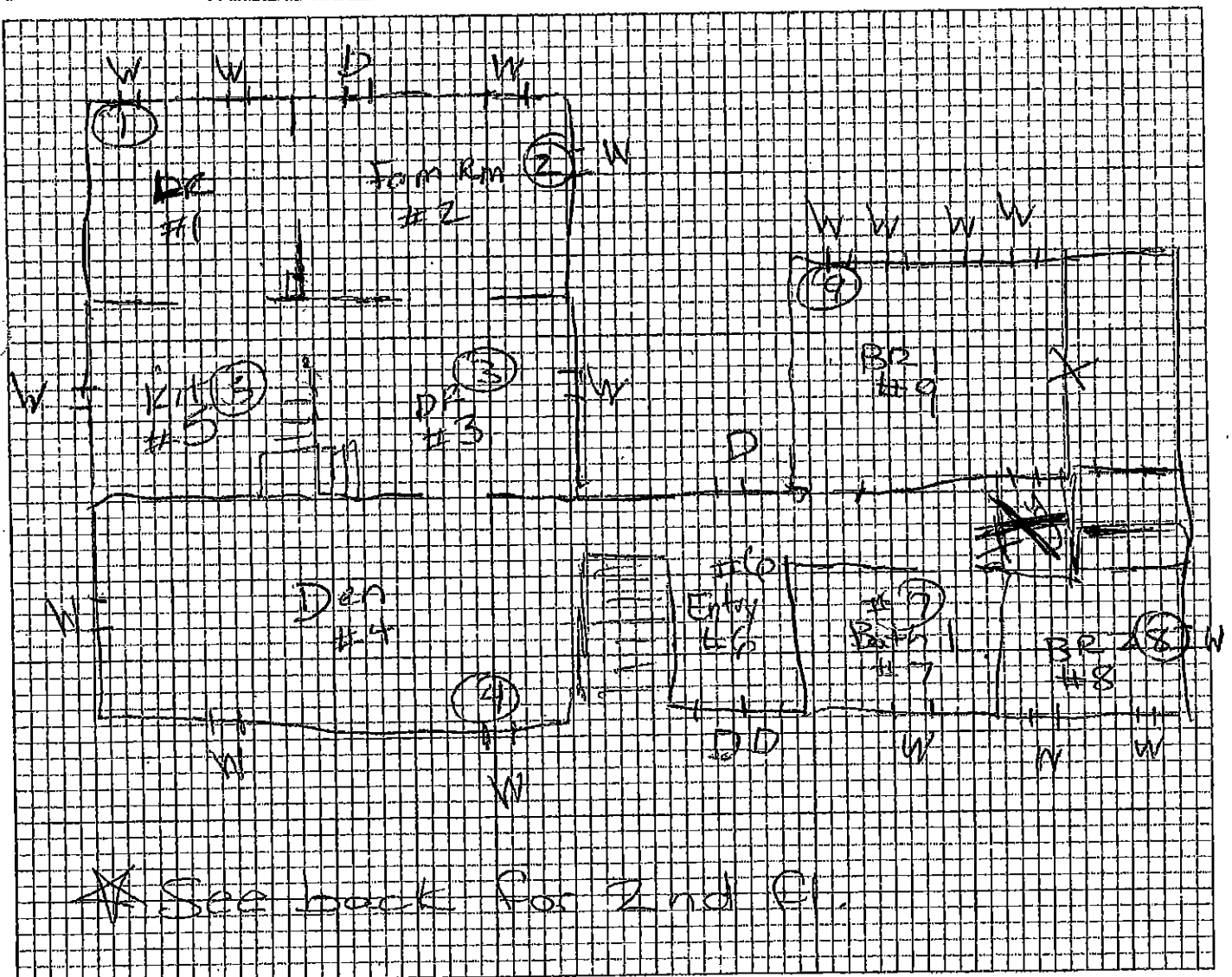
[1E]

11850 Indian Lane
PROPERTY ADDRESS

SFP
UNIT NUMBER

Hagerstown MD 21740
CITY STATE ZIP

BUILDING SKETCH



SKETCH NOT TO SCALE



30105 Beverly Road
Romulus, MI 48174
Ph: 734-629-8161; Fax: 734-629-8431

[1E]

Certificate of Analysis: Lead In Dust Wipe by EPA Method 7000B/3050B*

Client: Professional Property Services LTD
10079 Vista Court
Meyerville, MD 21773-0389

Attn: Harry Van Mater Email: harry@propropertieservices.com
Phone: 301 293-3835 Fax: 301 293-1615

AAT Project: 414529
Sampling Date: 04/17/2018
Date Received: 04/18/2018
Date Analyzed: 04/21/2018
Date Reported: 4/23/2018 7:46:58AM

Client Project: 11860 Indian Lane Apt
Project Location: 11850 Indian Lane Apt

Lab Sample ID	Client Code	Sample Description	Length (Inch)	Width (Inch)	Area (Sq ft)	Results Lead $\mu\text{g}/\text{ft}^2$ *
3994495	1	LR SL	35	10.75	2.81	19.14
3994496	2	FAM RM SL	35	8.75	2.13	<2.35
3994497	3	DR FL	12	12	1.00	<5.00
3994498	4	DEN SL	31	3	0.65	<7.74
3994499	5	KIT FL	12	12	1.00	<5.00
3994500	6	ENTRY FL	12	12	1.00	<5.00
3994501	7	BATH 1 FL	12	12	1.00	<5.00
3994502	8	BR 2 SL	36	2.75	0.69	<7.27
3994503	9	BR 1 SL	36	2.75	0.69	19.07
3994504	10	BR 3 SL	34.5	8.5	2.04	6.22
3994505	11	BR 4 SL	34.5	8.75	2.10	6.39
3994506	12	BATH 2 FL	12	12	1.00	<5.00
3994507	13	BR 5 SL	35.5	8	1.97	13.35
3994508	14	FINISH FL	12	12	1.00	<5.00

Analyst Signature

Ricky Perez

Ricky Perez

ND = Not Detected, N/A = Not Available, RL = Reporting Limit, Analytical Reporting Limit is 5 $\mu\text{g}/\text{sample}$. For true values assume (2) significant figures.
AAT Internal SOP S208/S207. The method and batch QC are acceptable unless otherwise stated.
EPA Regulatory Limits: 40 $\mu\text{g}/\text{ft}^2$ (Floors, Carpeted/Uncarpeted), 250 $\mu\text{g}/\text{ft}^2$ (Window Sills/Tools), 400 $\mu\text{g}/\text{ft}^2$ (Window Trough/Wall/Ext Concrete Surfaces). HUD Regulatory Limits: 10 $\mu\text{g}/\text{ft}^2$ (Interior Floors), 40 $\mu\text{g}/\text{ft}^2$ (Porch Floors), 100 $\mu\text{g}/\text{ft}^2$ (Window Sills), 100 $\mu\text{g}/\text{ft}^2$ (Window Troughs).
The laboratory operates in accord with ISO 17025 guidelines and holds limited scopes of accreditation under AIHA-LAP and NY State DOH ELAP programs. These results are submitted pursuant to AAT, LLC current terms and conditions of sale, including the company's standard warranty and limitation of liability provisions. Analytical results relate to the samples as received by the lab. AAT will not assume any liability or responsibility for the manner in which the results are used or interpreted. All Quality control requirements for the samples this report contains have been met. AAT does not blank correct reported values. * = Validated modified method Sample data apply only to items analyzed. Reproduction of this document other than in its entirety is not authorized by AAT, LLC. Samples are stored for 30 days following report date.
AIHA-LAP - Lab ID #100966, NY State DOH ELAP - Lab ID #11864, State of Ohio - Lab ID # 10042

Date Printed: 04/23/2018

AAT Project: 414529



18



30105 Beverly Road
Romulus, MI 48174
Ph: 734-629-8161; Fax: 734-629-8431

To : Professional Property Services LTD
10079 Vista Court
Meyersville, MD 21773-0389

Attn : Harry Van Mater

Email : harry@proppropertyservices.com

Phone : 301 293-3635

AAT Project : 414529

Client Project : 11860 Indian Lane Apt

Date Reported : 4/23/2018 7:46:59AM

Project Location : 11850 Indian Lane Apt

Sample	Client Code	Analysis Requested	Completed	Analyst
3994495	1	Dust Wipe	04/21/2018	Ricky Perez
3994496	2	Dust Wipe	04/21/2018	Ricky Perez
3994497	3	Dust Wipe	04/21/2018	Ricky Perez
3994498	4	Dust Wipe	04/21/2018	Ricky Perez
3994499	5	Dust Wipe	04/21/2018	Ricky Perez
3994500	6	Dust Wipe	04/21/2018	Ricky Perez
3994501	7	Dust Wipe	04/21/2018	Ricky Perez
3994502	8	Dust Wipe	04/21/2018	Ricky Perez
3994503	9	Dust Wipe	04/21/2018	Ricky Perez
3994504	10	Dust Wipe	04/21/2018	Ricky Perez
3994505	11	Dust Wipe	04/21/2018	Ricky Perez
3994506	12	Dust Wipe	04/21/2018	Ricky Perez
3994507	13	Dust Wipe	04/21/2018	Ricky Perez
3994508	14	Dust Wipe	04/21/2018	Ricky Perez

Reviewed By

Quality Assurance Coordinator - Stephen Northcott

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AIHA LAP-Lab ID #100986, NY State DOH ELAP-Lab ID #11864, State of Ohio-Lab ID # 10042

Date Printed: 04/23/2018 8:12AM

AAT Project: 414529



MARYLAND DEPARTMENT OF THE ENVIRONMENT

Lead Management Administration, Technical Services and Operations Program/Lead Rental Registry
1800 Washington Blvd. Suite 650, Baltimore Maryland 21230
(410) 537-4199, 1-800-776-2706

www.mde.state.md.us/lead

Renewal Summary : 0167033

Contact Details

Renewal Year :2019

Owner Details

Owner Name	Address	City	State	Zip Code
City Of Hagerstown	N 14 Potomac Street 200 A	Hagerstown	Maryland	21740

Property Manager Details

Property Manager Name	Address	City	State	Zip Code

Resident / Authorized Agent Details

Resident Agent Name	Address	City	State	Zip Code

Insurance Details

Policy Number	Insurance Company	Address	City	State	Zip Code
HAGE01PLP	Local Government Insurance	7225 Parkway Drive	Hanover	Maryland	21076

Property / Unit Registration

Property Number	Property Address	Year of Construction	Unit Identification	Date of Most Recent Turnover	Date of Most Recent Lead Certificate (Form 330)
22023466	11850 Indian Lane	1864	single family	01/01/1900	04/17/2018

Bank Date : 05/04/2018

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Payment

Total Units Certified Lead Free Opt In	0
Total Units Built After 1977	0
Total Units Before 1950	1
Total Built 1950 -1977	0
Total Amount	\$0.00

Affirmation

I hereby certify and affirm that I intend to submit to the Maryland Department of the Environment information regarding rental dwelling units in accordance with the registration requirements of Title 6, Subtitle 8 of the Environment Article, Maryland Annotated Code.

In typing my name below, I further certify and affirm under penalty of perjury that all of the information I am providing on this date is complete, true and accurate to the best of my knowledge.

Name: Mr.Eric Deike

Relation With Property: Owner

Date 05/04/2018

Andrea Rueckerl

From: Jonathan Kerns
Sent: Wednesday, December 8, 2021 3:48 PM
To: Andrea Rueckerl
Cc: Eric Deike
Subject: FW: Online Lead Rental Registration - Your Login Details

[18]

I have removed the Indian Lane property from our MDE account online for lead renewals.
I selected the option "no longer for rent" so this should take care of it.
No more units are showing need for renewal:

mdolrr.mde.state.md.us/Summary.aspx

New Tab

Summary					Renewal	Add/Remove Unit	Remove Property/Unit
Tracking ID : 0167033							
Owner Details							
Name	City Of Hagerstown					Phone Number	P: 001-301-739-8577, S: 001
Address	51 W Memorial Boulevard Hagerstown, Maryland, USA 21740					Email	arueckerl@hagerstownmd.org
Name		Company Name			Address		
No records available.							
Property Manager / Resident Agent Details							
Type	Name	Company Name			Address		
No records available.							
Property Details : Total Units - , Active Units -							
	Property Address	Unit Count	Registration Date	Last Renewal Date	Date of Most Recent Turnover		
Total Units							
Payment Details				Disclaimer: Payments listed below are subject to review f			
Applied				RI - Refund/Adjustment Initiated, RA - Refund/Adjustment Return Initiated, BC - Return Completed , JC - Reve			
Check No/Online	Batch No	Bank Date/Payment Date	Check Amount	Amount Left	Amount Ap		

Thanks!

Advancing the Economy, Image and Quality of Life in Hagerstown

Jonathan Kerns, Community Development Manager
 Community and Economic Development
 14 North Potomac Street, Suite 200A
 Hagerstown, Maryland 21740
 301-739-8577 Ext. 134

jkerns@hagerstownmd.org

[18]

DISCLAIMER: All City of Hagerstown email recipients are cautioned that messages sent and received via the City's email system may be considered public record pursuant to the Maryland Public Information Act, and may be subject to inspection and copying by the public.

Sent from my iPhone

On Feb 26, 2018, at 2:17 PM, Eric Deike <EDeike@hagerstownmd.org> wrote:

I registered the house at Indian Lane. I couldn't provide the lead certification because we haven't ordered one yet. Waiting to abate peeling paint on the exterior of the house. Can you go on the site and make sure it all looks okay to you?

From: Jonathan Kerns
Sent: Monday, November 06, 2017 10:53 AM
To: Eric Deike
Subject: FW: [POSSIBLE SPAM] Online Lead Rental Registration - Your Login Details

FYI - I requested a new password for the State Lead Pain website.
Our tracking number is 0167033 and new password is below.
Sending to you in case you need to use this for Indian Lane registration.

From: mde.leadreg@maryland.gov [<mailto:mde.leadreg@maryland.gov>]
Sent: Monday, November 6, 2017 10:44 AM
To: Jonathan Kerns
Subject: [POSSIBLE SPAM] Online Lead Rental Registration - Your Login Details
Importance: Low

Dear Jonathan Kerns,

Here are the login details for your MDE Online Lead Rental Registration Application Account.

Password: [GX@gxod3187](#)

To change your password, please login to the Online Lead Rental Registration Application at www.mde.state.md.us/leadregistration and click on the 'Change Password' link at the top right corner of the page.

Thank You
The Operational Services Program

Eric Deike

From: Jonathan Kerns
Sent: Monday, October 26, 2020 12:12 PM
To: Eric Deike
Subject: Online Lead Rental Registration - Your Login Details
Attachments: 36-40 NoPo lead registration renewal 2021 CrystalReportViewer1.pdf

Just FYI- I took care of 36-40 North Potomac Lead Paint Registration renewal today (see attached). Indian Lane is due for renewal as well. Simply need to confirm the renewal information from last year (last tenant turnover date and lead certificate number) in the online system. Let me know if I can help...

Advancing the Economy, Image and Quality of Life in Hagerstown

Jonathan Kerns, Community Development Manager
Community and Economic Development
14 North Potomac Street, Suite 200A
Hagerstown, Maryland 21740
301-739-8577 Ext. 134
jkerns@hagerstownmd.org

DISCLAIMER: All City of Hagerstown email recipients are cautioned that messages sent and received via the City's email system may be considered public record pursuant to the Maryland Public Information Act, and may be subject to inspection and copying by the public.

From: Jonathan Kerns [mailto:JKerns@hagerstownmd.org]
Sent: Tuesday, February 27, 2018 7:49 AM
To: Eric Deike
Subject: Re: [POSSIBLE SPAM] Online Lead Rental Registration - Your Login Details

I'll take a look sometime today and get back to you.

Sent from my iPhone

On Feb 26, 2018, at 2:17 PM, Eric Deike <EDeike@hagerstownmd.org> wrote:

I registered the house at Indian Lane. I couldn't provide the lead certification because we haven't ordered one yet. Waiting to abate peeling paint on the exterior of the house. Can you go on the site and make sure it all looks okay to you?

From: Jonathan Kerns
Sent: Monday, November 06, 2017 10:53 AM
To: Eric Deike
Subject: FW: [POSSIBLE SPAM] Online Lead Rental Registration - Your Login Details



Home | Change Password | Sign Out | Welcome 0167033

Help Summary Renewal Add Property/Unit Remove Property/Unit

Export To PDF

Please check the second page for fee paid and affirmation statement

1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 71 72 73 74 75 76 77 78 79 80 81 82 83 84 85 86 87 88 89 90 91 92 93 94 95 96 97 98 99 100 101 102 103 104 105 106 107 108 109 110 111 112 113 114 115 116 117 118 119 120 121 122 123 124 125 126 127 128 129 130 131 132 133 134 135 136 137 138 139 140 141 142 143 144 145 146 147 148 149 150 151 152 153 154 155 156 157 158 159 160 161 162 163 164 165 166 167 168 169 170 171 172 173 174 175 176 177 178 179 180 181 182 183 184 185 186 187 188 189 190 191 192 193 194 195 196 197 198 199 200 201 202 203 204 205 206 207 208 209 210 211 212 213 214 215 216 217 218 219 220 221 222 223 224 225 226 227 228 229 230 231 232 233 234 235 236 237 238 239 240 241 242 243 244 245 246 247 248 249 250 251 252 253 254 255 256 257 258 259 260 261 262 263 264 265 266 267 268 269 270 271 272 273 274 275 276 277 278 279 280 281 282 283 284 285 286 287 288 289 290 291 292 293 294 295 296 297 298 299 300 301 302 303 304 305 306 307 308 309 310 311 312 313 314 315 316 317 318 319 320 321 322 323 324 325 326 327 328 329 330 331 332 333 334 335 336 337 338 339 340 341 342 343 344 345 346 347 348 349 350 351 352 353 354 355 356 357 358 359 360 361 362 363 364 365 366 367 368 369 370 371 372 373 374 375 376 377 378 379 380 381 382 383 384 385 386 387 388 389 390 391 392 393 394 395 396 397 398 399 400 401 402 403 404 405 406 407 408 409 410 411 412 413 414 415 416 417 418 419 420 421 422 423 424 425 426 427 428 429 430 431 432 433 434 435 436 437 438 439 440 441 442 443 444 445 446 447 448 449 450 451 452 453 454 455 456 457 458 459 460 461 462 463 464 465 466 467 468 469 470 471 472 473 474 475 476 477 478 479 480 481 482 483 484 485 486 487 488 489 490 491 492 493 494 495 496 497 498 499 500 501 502 503 504 505 506 507 508 509 510 511 512 513 514 515 516 517 518 519 520 521 522 523 524 525 526 527 528 529 530 531 532 533 534 535 536 537 538 539 540 541 542 543 544 545 546 547 548 549 550 551 552 553 554 555 556 557 558 559 560 561 562 563 564 565 566 567 568 569 570 571 572 573 574 575 576 577 578 579 580 581 582 583 584 585 586 587 588 589 590 591 592 593 594 595 596 597 598 599 600 601 602 603 604 605 606 607 608 609 610 611 612 613 614 615 616 617 618 619 620 621 622 623 624 625 626 627 628 629 630 631 632 633 634 635 636 637 638 639 640 641 642 643 644 645 646 647 648 649 650 651 652 653 654 655 656 657 658 659 660 661 662 663 664 665 666 667 668 669 670 671 672 673 674 675 676 677 678 679 680 681 682 683 684 685 686 687 688 689 690 691 692 693 694 695 696 697 698 699 700 701 702 703 704 705 706 707 708 709 710 711 712 713 714 715 716 717 718 719 720 721 722 723 724 725 726 727 728 729 730 731 732 733 734 735 736 737 738 739 740 741 742 743 744 745 746 747 748 749 750 751 752 753 754 755 756 757 758 759 760 761 762 763 764 765 766 767 768 769 770 771 772 773 774 775 776 777 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2622 2623 2624 2625 2626 2627 2628 2629 2630 2631 2632 2633 2634 2635 263

Property / Unit Registration

Property Number	Property Address	Year of Construction	Unit Identification	Date of Most Recent Turnover	Date of Most Recent Lead Certificate (Form 330)
2218023486	11850 Indian Lane	1864	single family	06/01/2018	04/17/2018

1800 Washington Boulevard, Baltimore, MD 21230 | 410-537-4199

[18]



Home | Change Password | Sign Out | Welcome 0167033

[Help](#) | [Summary](#) | [Renewal](#) | [Add Property/Unit](#) | [Remove Property/Unit](#)[Export To PDF](#)**Please check the second page for fee paid and affirmation statement** 2 / 2 [Main Report](#) 100% **Payment**

Bank Date : 10/26/2020

Total Units Certified Lead Free Opt In	0
Total Units Built After 1977	0
Total Units Before 1950	1
Total Built 1950 -1977	0
Total Amount	\$ 0.00

Affirmation

I hereby certify and affirm that I intend to submit to the Maryland Department of the Environment information regarding rental dwelling units in accordance with the registration requirements of Title 6, Subtitle 8 of the Environment Article, Maryland Annotated Code.

In typing my name below, I further certify and affirm under penalty of perjury that all of the information I am providing on this date is complete, true and accurate to the best of my knowledge.

Name: Mr.Eric Deike

Relation With Property: Manager

Date 10/26/2020

MARYLAND DEPARTMENT OF THE ENVIRONMENT

18



Lead Management Administration, Technical Services and Operations Program/Lead Rental Registry
 1800 Washington Blvd. Suite 650, Baltimore Maryland 21230
 410) 537-4199, 1-800-776-2706

www.mde.state.md.us/lead

Renewal Summary : 0167033

Contact Details

Renewal Year :2020

Owner Details

Owner Name	Address	City	State	Zip Code
City Of Hagerstown	W 51 Memorial Boulevard	Hagerstown	Maryland	21740

Property Manager Details

Property Manager Name	Address	City	State	Zip Code

Resident / Authorized Agent Details

Resident Agent Name	Address	City	State	Zip Code

Insurance Details

Policy Number	Insurance Company	Address	City	State	Zip Code
HAGE01PLP	Local Government Insurance	7225 Parkway Drive	Hanover	Maryland	21076

Property / Unit Registration

Property Number	Property Address	Year of Construction	Unit Identification	Date of Most Recent Turnover	Date of Most Recent Lead Certificate (Form 330)
2218023466	11850 Indian Lane	1864	single family	08/01/2018	04/17/2018

Payment

Bank Date : 10/14/2019

Total Units Certified Lead Free Opt In	0
Total Units Built After 1977	0
Total Units Before 1950	1
Total Built 1950 -1977	0
Total Amount	\$0.00

Affirmation

I hereby certify and affirm that I intend to submit to the Maryland Department of the Environment information regarding rental dwelling units in accordance with the registration requirements of Title 6, Subtitle 8 of the Environment Article, Maryland Annotated Code.

In typing my name below, I further certify and affirm under penalty of perjury that all of the information I am providing on this date is complete, true and accurate to the best of my knowledge.

Name: Mr.Eric Deike

Relation With Property: Owner

Date 10/14/2019

MARYLAND DEPARTMENT OF THE ENVIRONMENT**TECHNICAL SERVICES AND OPERATIONS PROGRAM
RENTAL PROPERTY LIST AND RENEWAL WORKSHEET FOR 2019****Make Address Changes Below**

Phone # 001-301-739-8577 x 178

Phone # 001-301-739-8577 x 178

Tracking # 0167033

Mailing AddressCity Of Hagerstown
51 W Memorial Boulevard
Hagerstown, Maryland, USA 21740**Owner Address**City Of Hagerstown
51 W Memorial Boulevard
Hagerstown, Maryland, USA 21740Email : edeike@hagerstownmd.org

Email : _____

Renew Registrations:

Total # of renewal units from back of form

Units _____ X \$30.00 = Exempt**TOTAL AMOUNT DUE UPON RECEIPT \$** n/a

I certify that the properties containing the rental dwelling units accounted for on the back of this form have been previously registered in accordance with the Annotated Code of Maryland, Environment Article § 6-811. I further certify that the information on the Rental Property Renewal Worksheet is true and correct.

Signature Date: 12 / 10 / 18Printed Name Eric B. Deike, Director Public Works**REMINDER: Keep a copy of all forms for your records**You can pay the current year renewal online at: <http://www.mde.maryland.gov/leadregistration>For more information please log on to www.mde.maryland.gov/lead
or

Call Hotline 410-537-4199 with questions or to reset your password

Make check or money order payable to:

MARYLAND DEPARTMENT OF THE ENVIRONMENT

Please include the Tracking Number on your payment.
Your cancelled check will serve as your receipt.
Return this form and payment to:

Maryland Department of the Environment
P.O. Box 23660
Baltimore, Maryland 21203-5660

FOR OFFICE USE ONLY (DATE RECEIVED)

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Rental Property Renewal Worksheet - Tracking # 0167033					
NOTE: This form is for renewal only. It will not be legally sufficient for new registrations.					
TO ADD A PROPERTY , download and complete the registration form from http://www.mde.maryland.gov/lead See the enclosed instructions sheet					
COLUMN I		COLUMN II	COLUMN III [attach additional sheets if necessary]		COLUMN IV DO NOT RENEW [enter code number below]
Property ID Number And Property Address	Year Built	Number of Units To Renew At Address	Date of Most Recent Turnover (List date for each unit)	Date of Most Recent Lead Certificate (Form 330) (List date for each unit)	[1] No Longer for Rent [2] Sold [3] Opt Out (Built Post 1977) [4] Certified Lead Free Code Effective Date
22023466 11850 Indian Lane Hagerstown, Maryland, USA 21740	1864	1	06/01/18	04/17/18	
2222005804 36 N Potomac 36-38-40 Street Hagerstown, Maryland, USA 21740	1900	4	Will be submitted by different City Department		
<p>Please note: our records indicate this property with MDE Property No.: 2218023466 not as shown above.</p> <p>Inspection Certificate No.: 777487</p>					
SUBTOTAL (number of units): _____					
YOU MUST COMPLETE ALL COLUMNS THAT APPLY TO EACH PROPERTY KEEP A COPY OF THIS FORM FOR YOUR RECORDS.					

emailed 12.10.18 Tim Singleton



CITY OF HAGERSTOWN, MARYLAND
ONE EAST FRANKLIN ST., HAGERSTOWN MD 21740

301-790-4163 EXT. 103

APPLICATION FOR RENTAL LICENSE : 2022 - 2023 Program Year

Date: May 1, 2022

Invoice Number: 20221374

Bill Year: 2022

City Of Hagerstown
C/O William Luhn
51 Memorial Blvd W
Hagerstown, MD 21740-6211

945
3

Primary Phone #: 301-739-8577 X 654
Secondary Phone #:
Fax #: 301-733-7482
Email: wluhn@hagerstownmd.org
Customer #: 15080



Property at: 11850 Indian Ln

Due Date: July 1, 2022

- * Please print clearly and answer all questions
- * Mail the completed signed application with payment (payable to City of Hagerstown):
- * OR, REGISTER & PAY ONLINE at www.hagerstowncode.org
(Go to Online Services, Rental Licensing, Renewal Application)

EMERGENCY CONTACT

(if different from applicant)

Name: _____
Primary Phone #: _____
Secondary Phone #: _____
Fax #: _____
Email: _____

DESIGNATED AGENT

(person who manages building, if different from applicant)

Name: City Of Hagerstown
Address: C/O William Luhn
51 Memorial Blvd.
Hagerstown, MD 21740
Primary Phone #: 301-739-8577 X 654
Secondary Phone #: _____
Fax #: 301-733-7482
Email: WLUHN@HAGERSTOWNMD.ORG

RESIDENT AGENT

(if applicant is a corporation or LLC)

Name: _____
Address: _____
Primary Phone #: _____
Secondary Phone #: _____
Fax #: _____
Email: _____

Note any changes to applicant information in the lines provided below.

ANNUAL LICENSING FEE (License year is July 1 to June 30)

Number of rental units: 1

☐ Check box if number is incorrect and note number here _____

Residential Rental Units

\$75 x 1 units = \$75.00

Fees are not prorated.

HOW TO PAY:

- Online - <https://www.hagerstownmd.org/1580/Online-Payment-Portal>
 - Click on "Save Time - Pay Online!" button
- Place application with payment in the drop box on the side of City Hall at 1 E. Franklin St.
- Mail in payment with application

Online Payment
QR Code Portal



A current application is required to complete the renewal process, including updated Lead Paint Information.

Licenses will be mailed once renewal process is completed. Please keep a copy of the license for your records. \$5 re-print fee will apply.

18023468000

License ID #: 15407

5/4/22 email to Mary R. property is vacant / slated for sale

**Maryland Department of the Environment
Lead Poisoning Prevention Verification of Compliance Form**

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State law prohibits the City from issuing a Rental License unless we are in receipt of CURRENT lead inspection certificates. If you don't have current certification numbers, please return application now and supply certification numbers within 30 days.

Rental Address: 11850 Indian Ln

License ID #: 15407

Before the City of Hagerstown authorizes residential property to be rented, leased, or let, the owner of the residential property shall state in writing to the City under penalty of perjury the lead paint status of the property. An affected property is one built PRIOR TO 1978 that is a residential rental property for which money or services are collected for rent.

Section I (Please confirm the selection below is correct)

- ☐ This residential property is an affected property - built PRIOR TO 1978. An affected property owner is required to:
- (1) Register or annually renew the registration of the affected property through the Maryland Department of the Environment (MDE) at www.MDE.state.md.us or by telephone at 1-800-776-2706 or 1-410-537-4199.
 - (2) COMPLETE SECTION II and
 - (3) COMPLETE SECTION III
- ☐ This residential property is NOT an affected property - built IN OR AFTER 1978. The property owner:
- (1) Can SKIP SECTION II and
 - (2) COMPLETE SECTION III

Section II

State law requires lead paint inspections on all affected properties at EVERY TENANT TURNOVER, unless the property is certified lead-free. CURRENT inspection certificate numbers for the property noted above are:

UNIT NUMBER (if applicable)	INSPECTION CERTIFICATE NUMBER(S) (found in upper right of MDB certificate)	DATE OF LEAD PAINT INSPECTION

Section III (Application will be returned if this section is not completed)

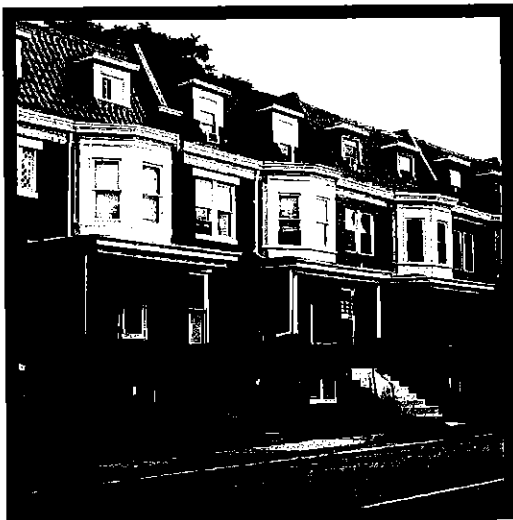
I hereby acknowledge my obligations and responsibilities pursuant to Chapter 95 and 197 of the City Code, a fair summary of which have been provided to the undersigned landlord or designated agent.

I hereby affirm under penalty of perjury that the information on this application, both for a rental facility license and with regard to lead poisoning prevention, is true to the best of my knowledge and belief. I also understand if there are any changes in property ownership, owner address or agent/contact information I will notify the Code Administration Office within 10 days of the change.

Owner's/Agent signature

Date

Print Name of Person Signing



Protect Your Family From Lead in Your Home



United States
Environmental
Protection Agency



United States
Consumer Product
Safety Commission



United States
Department of Housing
and Urban Development

Are You Planning to Buy or Rent a Home Built Before 1978?

Did you know that many homes built before 1978 have **lead-based paint**? Lead from paint, chips, and dust can pose serious health hazards.

Read this entire brochure to learn:

- How lead gets into the body
- How lead affects health
- What you can do to protect your family
- Where to go for more information

Before renting or buying a pre-1978 home or apartment, federal law requires:

- Sellers must disclose known information on lead-based paint or lead-based paint hazards before selling a house.
- Real estate sales contracts must include a specific warning statement about lead-based paint. Buyers have up to 10 days to check for lead.
- Landlords must disclose known information on lead-based paint or lead-based paint hazards before leases take effect. Leases must include a specific warning statement about lead-based paint.

If undertaking renovations, repairs, or painting (RRP) projects in your pre-1978 home or apartment:

- Read EPA's pamphlet, *The Lead-Safe Certified Guide to Renovate Right*, to learn about the lead-safe work practices that contractors are required to follow when working in your home (see page 12).



Simple Steps to Protect Your Family from Lead Hazards

If you think your home has lead-based paint:

- Don't try to remove lead-based paint yourself.
- Always keep painted surfaces in good condition to minimize deterioration.
- Get your home checked for lead hazards. Find a certified inspector or risk assessor at epa.gov/lead.
- Talk to your landlord about fixing surfaces with peeling or chipping paint.
- Regularly clean floors, window sills, and other surfaces.
- Take precautions to avoid exposure to lead dust when remodeling.
- When renovating, repairing, or painting, hire only EPA- or state-approved Lead-Safe certified renovation firms.
- Before buying, renting, or renovating your home, have it checked for lead-based paint.
- Consult your health care provider about testing your children for lead. Your pediatrician can check for lead with a simple blood test.
- Wash children's hands, bottles, pacifiers, and toys often.
- Make sure children eat healthy, low-fat foods high in iron, calcium, and vitamin C.
- Remove shoes or wipe soil off shoes before entering your house.

Lead Gets into the Body in Many Ways

Adults and children can get lead into their bodies if they:

- Breathe in lead dust (especially during activities such as renovations, repairs, or painting that disturb painted surfaces).
- Swallow lead dust that has settled on food, food preparation surfaces, and other places.
- Eat paint chips or soil that contains lead.

Lead is especially dangerous to children under the age of 6.

- At this age, children's brains and nervous systems are more sensitive to the damaging effects of lead.
- Children's growing bodies absorb more lead.
- Babies and young children often put their hands and other objects in their mouths. These objects can have lead dust on them.



Women of childbearing age should know that lead is dangerous to a developing fetus.

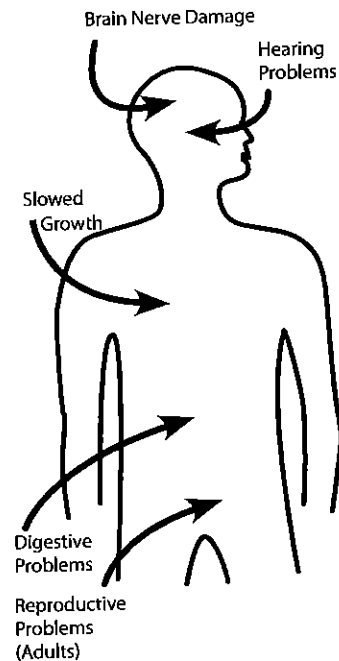
- Women with a high lead level in their system before or during pregnancy risk exposing the fetus to lead through the placenta during fetal development.

Health Effects of Lead

Lead affects the body in many ways. It is important to know that even exposure to low levels of lead can severely harm children.

In children, exposure to lead can cause:

- Nervous system and kidney damage
- Learning disabilities, attention-deficit disorder, and decreased intelligence
- Speech, language, and behavior problems
- Poor muscle coordination
- Decreased muscle and bone growth
- Hearing damage



While low-lead exposure is most common, exposure to high amounts of lead can have devastating effects on children, including seizures, unconsciousness, and in some cases, death.

Although children are especially susceptible to lead exposure, lead can be dangerous for adults, too.

In adults, exposure to lead can cause:

- Harm to a developing fetus
- Increased chance of high blood pressure during pregnancy
- Fertility problems (in men and women)
- High blood pressure
- Digestive problems
- Nerve disorders
- Memory and concentration problems
- Muscle and joint pain

Check Your Family for Lead

Get your children and home tested if you think your home has lead.

Children's blood lead levels tend to increase rapidly from 6 to 12 months of age, and tend to peak at 18 to 24 months of age.

Consult your doctor for advice on testing your children. A simple blood test can detect lead. Blood lead tests are usually recommended for:

- Children at ages 1 and 2
- Children or other family members who have been exposed to high levels of lead
- Children who should be tested under your state or local health screening plan

Your doctor can explain what the test results mean and if more testing will be needed.

Where Lead-Based Paint Is Found

In general, the older your home or childcare facility, the more likely it has lead-based paint.¹

Many homes, including private, federally-assisted, federally-owned housing, and childcare facilities built before 1978 have lead-based paint. In 1978, the federal government banned consumer uses of lead-containing paint.²

Learn how to determine if paint is lead-based paint on page 7.

Lead can be found:

- In homes and childcare facilities in the city, country, or suburbs,
- In private and public single-family homes and apartments,
- On surfaces inside and outside of the house, and
- In soil around a home. (Soil can pick up lead from exterior paint or other sources, such as past use of leaded gas in cars.)

Learn more about where lead is found at epa.gov/lead.

¹ "Lead-based paint" is currently defined by the federal government as paint with lead levels greater than or equal to 1.0 milligram per square centimeter (mg/cm²), or more than 0.5% by weight.

² "Lead-containing paint" is currently defined by the federal government as lead in new dried paint in excess of 90 parts per million (ppm) by weight.

Identifying Lead-Based Paint and Lead-Based Paint Hazards

Deteriorated lead-based paint (peeling, chipping, chalking, cracking, or damaged paint) is a hazard and needs immediate attention. **Lead-based paint** may also be a hazard when found on surfaces that children can chew or that get a lot of wear and tear, such as:

- On windows and window sills
- Doors and door frames
- Stairs, railings, banisters, and porches

Lead-based paint is usually not a hazard if it is in good condition and if it is not on an impact or friction surface like a window.

Lead dust can form when lead-based paint is scraped, sanded, or heated. Lead dust also forms when painted surfaces containing lead bump or rub together. Lead paint chips and dust can get on surfaces and objects that people touch. Settled lead dust can reenter the air when the home is vacuumed or swept, or when people walk through it. EPA currently defines the following levels of lead in dust as hazardous:

- 10 micrograms per square foot ($\mu\text{g}/\text{ft}^2$) and higher for floors, including carpeted floors
- 100 $\mu\text{g}/\text{ft}^2$ and higher for interior window sills

Lead in soil can be a hazard when children play in bare soil or when people bring soil into the house on their shoes. EPA currently defines the following levels of lead in soil as hazardous:

- 400 parts per million (ppm) and higher in play areas of bare soil
- 1,200 ppm (average) and higher in bare soil in the remainder of the yard

Remember, lead from paint chips—which you can see—and lead dust—which you may not be able to see—both can be hazards.

The only way to find out if paint, dust, or soil lead hazards exist is to test for them. The next page describes how to do this.

Checking Your Home for Lead

You can get your home tested for lead in several different ways:

- A lead-based paint **inspection** tells you if your home has lead-based paint and where it is located. It won't tell you whether your home currently has lead hazards. A trained and certified testing professional, called a lead-based paint inspector, will conduct a paint inspection using methods, such as:
 - Portable x-ray fluorescence (XRF) machine
 - Lab tests of paint samples
- A **risk assessment** tells you if your home currently has any lead hazards from lead in paint, dust, or soil. It also tells you what actions to take to address any hazards. A trained and certified testing professional, called a risk assessor, will:
 - Sample paint that is deteriorated on doors, windows, floors, stairs, and walls
 - Sample dust near painted surfaces and sample bare soil in the yard
 - Get lab tests of paint, dust, and soil samples
- A combination inspection and risk assessment tells you if your home has any lead-based paint and if your home has any lead hazards, and where both are located.



Be sure to read the report provided to you after your inspection or risk assessment is completed, and ask questions about anything you do not understand.

Checking Your Home for Lead, continued

In preparing for renovation, repair, or painting work in a pre-1978 home, Lead-Safe Certified renovators (see page 12) may:

- Take paint chip samples to determine if lead-based paint is present in the area planned for renovation and send them to an EPA-recognized lead lab for analysis. In housing receiving federal assistance, the person collecting these samples must be a certified lead-based paint inspector or risk assessor
- Use EPA-recognized tests kits to determine if lead-based paint is absent (but not in housing receiving federal assistance)
- Presume that lead-based paint is present and use lead-safe work practices

There are state and federal programs in place to ensure that testing is done safely, reliably, and effectively. Contact your state or local agency for more information, visit epa.gov/lead, or call **1-800-424-LEAD (5323)** for a list of contacts in your area.³

³ Hearing- or speech-challenged individuals may access this number through TTY by calling the Federal Relay Service at 1-800-877-8339.

What You Can Do Now to Protect Your Family

If you suspect that your house has lead-based paint hazards, you can take some immediate steps to reduce your family's risk:

- If you rent, notify your landlord of peeling or chipping paint.
- Keep painted surfaces clean and free of dust. Clean floors, window frames, window sills, and other surfaces weekly. Use a mop or sponge with warm water and a general all-purpose cleaner. (Remember: never mix ammonia and bleach products together because they can form a dangerous gas.)
- Carefully clean up paint chips immediately without creating dust.
- Thoroughly rinse sponges and mop heads often during cleaning of dirty or dusty areas, and again afterward.
- Wash your hands and your children's hands often, especially before they eat and before nap time and bed time.
- Keep play areas clean. Wash bottles, pacifiers, toys, and stuffed animals regularly.
- Keep children from chewing window sills or other painted surfaces, or eating soil.
- When renovating, repairing, or painting, hire only EPA- or state-approved Lead-Safe Certified renovation firms (see page 12).
- Clean or remove shoes before entering your home to avoid tracking in lead from soil.
- Make sure children eat nutritious, low-fat meals high in iron, and calcium, such as spinach and dairy products. Children with good diets absorb less lead.

Reducing Lead Hazards

Disturbing lead-based paint or removing lead improperly can increase the hazard to your family by spreading even more lead dust around the house.

- In addition to day-to-day cleaning and good nutrition, you can **temporarily** reduce lead-based paint hazards by taking actions, such as repairing damaged painted surfaces and planting grass to cover lead-contaminated soil. These actions are not permanent solutions and will need ongoing attention.
- You can minimize exposure to lead when renovating, repairing, or painting by hiring an EPA- or state-certified renovator who is trained in the use of lead-safe work practices. If you are a do-it-yourselfer, learn how to use lead-safe work practices in your home.
- To remove lead hazards permanently, you should hire a certified lead abatement contractor. Abatement (or permanent hazard elimination) methods include removing, sealing, or enclosing lead-based paint with special materials. Just painting over the hazard with regular paint is not permanent control.



Always use a certified contractor who is trained to address lead hazards safely.

- Hire a Lead-Safe Certified firm (see page 12) to perform renovation, repair, or painting (RRP) projects that disturb painted surfaces.
- To correct lead hazards permanently, hire a certified lead abatement contractor. This will ensure your contractor knows how to work safely and has the proper equipment to clean up thoroughly.

Certified contractors will employ qualified workers and follow strict safety rules as set by their state or by the federal government.

Reducing Lead Hazards, continued

If your home has had lead abatement work done or if the housing is receiving federal assistance, once the work is completed, dust cleanup activities must be conducted until clearance testing indicates that lead dust levels are below the following levels:

- 10 micrograms per square foot ($\mu\text{g}/\text{ft}^2$) for floors, including carpeted floors
- 100 $\mu\text{g}/\text{ft}^2$ for interior windows sills
- 400 $\mu\text{g}/\text{ft}^2$ for window troughs

Abatements are designed to permanently eliminate lead-based paint hazards. However, lead dust can be reintroduced into an abated area.

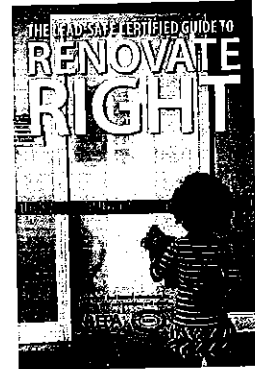
- Use a HEPA vacuum on all furniture and other items returned to the area, to reduce the potential for reintroducing lead dust.
- Regularly clean floors, window sills, troughs, and other hard surfaces with a damp cloth or sponge and a general all-purpose cleaner.

Please see page 9 for more information on steps you can take to protect your home after the abatement. For help in locating certified lead abatement professionals in your area, call your state or local agency (see pages 15 and 16), [epa.gov/lead](https://www.epa.gov/lead), or call 1-800-424-LEAD.

Renovating, Repairing or Painting a Home with Lead-Based Paint

If you hire a contractor to conduct renovation, repair, or painting (RRP) projects in your pre-1978 home or childcare facility (such as pre-school and kindergarten), your contractor must:

- Be a Lead-Safe Certified firm approved by EPA or an EPA-authorized state program
- Use qualified trained individuals (Lead-Safe Certified renovators) who follow specific lead-safe work practices to prevent lead contamination
- Provide a copy of EPA's lead hazard information document, *The Lead-Safe Certified Guide to Renovate Right*



RRP contractors working in pre-1978 homes and childcare facilities must follow lead-safe work practices that:

- **Contain the work area.** The area must be contained so that dust and debris do not escape from the work area. Warning signs must be put up, and plastic or other impermeable material and tape must be used.
- **Avoid renovation methods that generate large amounts of lead-contaminated dust.** Some methods generate so much lead-contaminated dust that their use is prohibited. They are:
 - Open-flame burning or torching
 - Sanding, grinding, planing, needle gunning, or blasting with power tools and equipment not equipped with a shroud and HEPA vacuum attachment
 - Using a heat gun at temperatures greater than 1100°F
- **Clean up thoroughly.** The work area should be cleaned up daily. When all the work is done, the area must be cleaned up using special cleaning methods.
- **Dispose of waste properly.** Collect and seal waste in a heavy duty bag or sheeting. When transported, ensure that waste is contained to prevent release of dust and debris.

To learn more about EPA's requirements for RRP projects, visit epa.gov/getleadsafe, or read *The Lead-Safe Certified Guide to Renovate Right*.

Other Sources of Lead

Lead in Drinking Water

The most common sources of lead in drinking water are lead pipes, faucets, and fixtures.

Lead pipes are more likely to be found in older cities and homes built before 1986.

You can't smell or taste lead in drinking water.

To find out for certain if you have lead in drinking water, have your water tested.

Remember older homes with a private well can also have plumbing materials that contain lead.

Important Steps You Can Take to Reduce Lead in Drinking Water

- Use only cold water for drinking, cooking and making baby formula. Remember, boiling water does not remove lead from water.
- Before drinking, flush your home's pipes by running the tap, taking a shower, doing laundry, or doing a load of dishes.
- Regularly clean your faucet's screen (also known as an aerator).
- If you use a filter certified to remove lead, don't forget to read the directions to learn when to change the cartridge. Using a filter after it has expired can make it less effective at removing lead.

Contact your water company to determine if the pipe that connects your home to the water main (called a service line) is made from lead. Your area's water company can also provide information about the lead levels in your system's drinking water.

For more information about lead in drinking water, please contact EPA's Safe Drinking Water Hotline at 1-800-426-4791. If you have other questions about lead poisoning prevention, call 1-800 424-LEAD.*

Call your local health department or water company to find out about testing your water, or visit epa.gov/safewater for EPA's lead in drinking water information. Some states or utilities offer programs to pay for water testing for residents. Contact your state or local water company to learn more.

13 * Hearing- or speech-challenged individuals may access this number through TTY by calling the Federal Relay Service at 1-800-877-8339.

Other Sources of Lead, continued

- **Lead smelters** or other industries that release lead into the air.
- **Your job.** If you work with lead, you could bring it home on your body or clothes. Shower and change clothes before coming home. Launder your work clothes separately from the rest of your family's clothes.
- **Hobbies** that use lead, such as making pottery or stained glass, or refinishing furniture. Call your local health department for information about hobbies that may use lead.
- Old **toys** and **furniture** may have been painted with lead-containing paint. Older toys and other children's products may have parts that contain lead.⁴
- Food and liquids cooked or stored in **lead crystal** or **lead-glazed pottery or porcelain** may contain lead.
- Folk remedies, such as "**greta**" and "**azarcon**," used to treat an upset stomach.

⁴ In 1978, the federal government banned toys, other children's products, and furniture with lead-containing paint. In 2008, the federal government banned lead in most children's products. The federal government currently bans lead in excess of 100 ppm by weight in most children's products.

For More Information

The National Lead Information Center

Learn how to protect children from lead poisoning and get other information about lead hazards on the Web at epa.gov/safewater and hud.gov/lead, or call **1-800-424-LEAD (5323)**.

EPA's Safe Drinking Water Hotline

For information about lead in drinking water, call **1-800-426-4791**, or visit epa.gov/lead for information about lead in drinking water.

Consumer Product Safety Commission (CPSC) Hotline

For information on lead in toys and other consumer products, or to report an unsafe consumer product or a product-related injury, call **1-800-638-2772**, or visit CPSC's website at cpsc.gov or saferproducts.gov.

State and Local Health and Environmental Agencies

Some states, tribes, and cities have their own rules related to lead-based paint. Check with your local agency to see which laws apply to you. Most agencies can also provide information on finding a lead abatement firm in your area, and on possible sources of financial aid for reducing lead hazards. Receive up-to-date address and phone information for your state or local contacts on the Web at epa.gov/safewater, or contact the National Lead Information Center at **1-800-424-LEAD**.

Hearing- or speech-challenged individuals may access any of the phone numbers in this brochure through TTY by calling the toll-free Federal Relay Service at **1-800-877-8339**.

U. S. Environmental Protection Agency (EPA) Regional Offices

The mission of EPA is to protect human health and the environment. Your Regional EPA Office can provide further information regarding regulations and lead protection programs.

Region 1 (Connecticut, Massachusetts, Maine, New Hampshire, Rhode Island, Vermont)

Regional Lead Contact
U.S. EPA Region 1
5 Post Office Square, Suite 100, OES 05-4
Boston, MA 02109-3912
(888) 372-7341

Region 2 (New Jersey, New York, Puerto Rico, Virgin Islands)

Regional Lead Contact
U.S. EPA Region 2
2890 Woodbridge Avenue
Building 205, Mail Stop 225
Edison, NJ 08837-3679
(732) 906-6809

Region 3 (Delaware, Maryland, Pennsylvania, Virginia, DC, West Virginia)

Regional Lead Contact
U.S. EPA Region 3
1650 Arch Street
Philadelphia, PA 19103
(215) 814-2088

Region 4 (Alabama, Florida, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, Tennessee)

Regional Lead Contact
U.S. EPA Region 4
AFC Tower, 12th Floor, Air, Pesticides & Toxics
61 Forsyth Street, SW
Atlanta, GA 30303
(404) 562-8998

Region 5 (Illinois, Indiana, Michigan, Minnesota, Ohio, Wisconsin)

Regional Lead Contact
U.S. EPA Region 5 (LL-17J)
77 West Jackson Boulevard
Chicago, IL 60604-3666
(312) 353-3808

Region 6 (Arkansas, Louisiana, New Mexico, Oklahoma, Texas, and 66 Tribes)

Regional Lead Contact
U.S. EPA Region 6
1445 Ross Avenue, 12th Floor
Dallas, TX 75202-2733
(214) 665-2704

Region 7 (Iowa, Kansas, Missouri, Nebraska)

Regional Lead Contact
U.S. EPA Region 7
11201 Renner Blvd.
Lenexa, KS 66219
(800) 223-0425

Region 8 (Colorado, Montana, North Dakota, South Dakota, Utah, Wyoming)

Regional Lead Contact
U.S. EPA Region 8
1595 Wynkoop St.
Denver, CO 80202
(303) 312-6966

Region 9 (Arizona, California, Hawaii, Nevada)

Regional Lead Contact
U.S. EPA Region 9 (CMD-4-2)
75 Hawthorne Street
San Francisco, CA 94105
(415) 947-4280

Region 10 (Alaska, Idaho, Oregon, Washington)

Regional Lead Contact
U.S. EPA Region 10 (20-C04)
Air and Toxics Enforcement Section
1200 Sixth Avenue, Suite 155
Seattle, WA 98101
(206) 553-1200

Consumer Product Safety Commission (CPSC)

The CPSC protects the public against unreasonable risk of injury from consumer products through education, safety standards activities, and enforcement. Contact CPSC for further information regarding consumer product safety and regulations.

CPSC

4330 East West Highway
Bethesda, MD 20814-4421
1-800-638-2772
cpsc.gov or saferproducts.gov

U. S. Department of Housing and Urban Development (HUD)

HUD's mission is to create strong, sustainable, inclusive communities and quality affordable homes for all. Office of Lead Hazard Control and Healthy Homes for further information regarding the Lead Safe Housing Rule, which protects families in pre-1978 assisted housing, and for the lead hazard control and research grant programs.

HUD

451 Seventh Street, SW, Room 8236
Washington, DC 20410-3000
(202) 402-7698
hud.gov/lead

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U. S. EPA Washington DC 20460
U. S. CPSC Bethesda MD 20814
U. S. HUD Washington DC 20410

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IMPORTANT!

Lead From Paint, Dust, and Soil in and Around Your Home Can Be Dangerous if Not Managed Properly

- Children under 6 years old are most at risk for lead poisoning in your home.
- Lead exposure can harm young children and babies even before they are born.
- Homes, schools, and child care facilities built before 1978 are likely to contain lead-based paint.
- Even children who seem healthy may have dangerous levels of lead in their bodies.
- Disturbing surfaces with lead-based paint or removing lead-based paint improperly can increase the danger to your family.
- People can get lead into their bodies by breathing or swallowing lead dust, or by eating soil or paint chips containing lead.
- People have many options for reducing lead hazards. Generally, lead-based paint that is in good condition is not a hazard (see page 10).