Mayor and Council
Work Session
October 17, 2023
Agenda

"The City of Hagerstown will inspire an inclusive, business-friendly, and sustainable community with clean, safe, and vibrant neighborhoods."
"The City of Hagerstown shall be a community focused municipality"

The agenda and meeting packet is available at www.hagerstownmd.org/government/agenda

"The struggle you're in today is developing the strength you need tomorrow." Robert Tew

4:00 PM WORK SESSION

4:00 PM 1. Economic Development Week Proclamation – *Jill Thompson, Director, Christopher Siemerling, Economic Development Specialist and Emily Conrad, Economic Development Coordinator*

4:05 PM 2. Preliminary Agenda Review

4:25 PM 3. Request to Purchase CDBG Property: 261 S. Prospect Street – *Margi Joe, Community Development Manager and Amanda Gregg, Business/Community Development Finance Specialist*

4:30 PM 4. Naming of Renaissance Way as "Charlie's Way" – *Jim Bender, City Engineer*

4:45 PM 5. Hagerstown Field House - Award of Construction Contract - *Jim Bender, City Engineer*

5:05 PM 6. Wholesale Power Services Agreement - *Nancy Hausrath, Director of Utilities and Nathan Fridinger, Deputy Director of Electric*

5:20 PM 7. Municipal Utility Cybersecurity Program - *Nathan Fridinger, Deputy Director of Electric and Jason Bachtell, Electric Engineering Manager*

5:30 PM 8. Approval to Enter into a Contract with the Maryland Department of Health – *Chief Paul 'Joey' Kifer and Mark Chaney, Support Services Administrator*

5:35 PM 9. Contractual Part-Time Police Officers – *Chief Paul 'Joey' Kifer*

CITY ADMINISTRATOR'S COMMENTS

MAYOR AND COUNCIL COMMENTS

ADJOURN

REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Topic:
Economic Development Week Proclamation – *Jill Thompson, Director, Christopher Siemerling, Economic Development Specialist and Emily Conrad, Economic Development Coordinator*

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Topic:
Preliminary Agenda Review

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name	Description
October_24__2023_Preliminary_Agenda.pdf	Preliminary Agenda

MAYOR AND CITY COUNCIL
REGULAR SESSION
(78TH VOTING SESSION)
OCTOBER 24, 2023
AGENDA

***Vision Statement*:**
The City of Hagerstown will inspire an inclusive, business-friendly, and sustainable community with clean, safe and vibrant neighborhoods."

***Mission Statement*:**
"The City of Hagerstown shall be a community focused municipality."

PRELIMINARY AGENDA

The agenda and meeting packet is available at www.hagerstownmd.org/government/agenda

****

7:00 p.m. REGULAR SESSION – *Council Chamber, 2nd floor, City Hall*

I. CALL TO ORDER - Mayor Tekesha Martinez

II. INVOCATION

III. PLEDGE TO THE FLAG

IV. ANNOUNCEMENTS

A. Rules of Procure – *Effective December 15, 2020*
B. Use of cell phones during meetings is restricted.
C. All correspondence for distribution to Elected Officials should be provided to the City Clerk and should include a copy for the City Clerk for inclusion in the official record.
D. Meeting Schedule:
1. Tuesday, November 7, 2023 – Work Session at 4:00 p.m.
2. Tuesday, November 14, 2023 - Work Session at 4:00 p.m.
3. Tuesday, November 21, 2023 - Regular Session at 7:00 p.m.
4. Tuesday, November 28, 2023 – No Meeting Scheduled

V. GUESTS

Chalk the Walk Poster Contest Winners

VI. CITIZEN COMMENTS

Citizens are welcome to provide comments in person or by sending an email to councilcomments@hagerstownmd.org no later than 5:00 p.m. on Tuesday, October 24, 2023. Include your full name, home street address, and topic of your comments. You may attach a letter to the email, or write your comments in the body of the message. The City Clerk will read your name, address, and provide a summary of the comments. The full copy of the comments will be provided for public viewing as part of the minutes.

***** Please note all times are approximate and subject to change. Meetings are televised and recorded. *****

VII. MINUTES

September 12, 2023, September 19, 2023, and September 26, 2023

VIII. CONSENT AGENDA

A. Engineering:
1. Greens at Hamilton Run Stream Restoration – Resource Restoration Group, LLC (Tracys Landing, MD) $ 622,923.00
2. Hagerstown Hub City Garage – Additional Allocation for Project Management – Newcomer Associates (Chambersburg, PA) $ 60,000.00
3. Pavement Markings – Transfer Unspent Funds from FY23 to New Vendor – Alpha Space Control, LLC (Chambersburg, PA) $ 29,693.12

B. Fire:
1. Hagerstown Fire Training Center Burn Building – Jahnke & Sons Construction, Inc. (Grandview, MO) $ 1,052,651.00

C. Information Technology:
1. Barracuda Essentials Compliance Edition – One Year Renewal Subscription – System Source (Hunt Valley, MD) $ 40,085.55
2. Intellitime Touch Time III Time Clocks – Intellitime Systems Corporation (Santa Ana, CA) $ 59,000.00
3. Arctic Wolf Endpoint Security Licenses and Services - Winslow Technology Group (Waltham, MA) $ 98,026.68

D. Police:
1. AVCC Annual Subscription Fee – Lexis Nexis (Chicago, IL) $ 19,910.00
2. Two 2023 Chevrolet Tahoe’s – Hertrich Fleet Services (Milford, DE) $ 89,372.00
3. Thirty Glock Model 47 MOS 7 – Atlantic Tactical (New Cumberland, PA) $ 27,861.60
4. FY23 Reimbursement for Community Based Prosecutor – Board of County Commissioners (Hagerstown, MD) $ 64,397.00

E. Public Works:
1. Removal of Existing Boiler and Install New Boiler at Central Equipment Building – Beaver Mechanical Contractors, Inc. (Hagerstown, MD) $ 69,280.00
2. Janitorial Services for Elizabeth Hager Center, Fire Administration, and Fire Training Center – Ragland Cleaning Services (Hagerstown, MD) $ 26,850.00
3. Bulk Road Salt – Per Ton Price Delivered $ 79.41– Morton Salt, LLC (Chicago, IL) $ 160,000.00

F. Utilities:
1. Light: Cost of Service Analysis and Rate Design Study – GDS Associates, Inc. (Marietta, GA) $ 80,000.00
2. Water: Water Plant Residual Contract – Synagro (Baltimore, MD) $ 175,416.00
3. Water: Two 2024 Ford Broncos to Replace Vehicle 225 and 238 – Keystone Ford (Baltimore, MD) $ 62,400.00
4. Water: Annual Generator Service Contract – Fidelity Power Systems (Sparks, MD) $ 10,249.00
5. Water and Wastewater: W&WW Administration Building Renovations – Buchart Horn (York PA) $ 157,000.00
6. Wastewater: Engineering Services Solids Processing Change Order #3 – Black and Veatch Corporation (Gaithersburg, MD) $ 56,440.00
7. Wastewater: Ferric Chloride – PVS Technologies, Inc. (Detroit, MI) $ 17,805.00
8. Wastewater: Pump Station 33 Pipe and Fittings – Core and Main LP (Martinsburg, WV) $ 272,791.41

IX. UNFINISHED BUSINESS

✔ A. Approval of an Ordinance: Quit Claim – Alley #2-82A

X. NEW BUSINESS

✔ A. Introduction of an Ordinance: Amending Chapter 64 of the City Code - Building Amendments
✔ B. Introduction of an Ordinance: Amending Chapter 64 of the City Code – Property Maintenance Updates
✔ C. Introduction of an Ordinance: Amending Chapter 64 of the City Code – Electrical Amendments
✔ D. Introduction of an Ordinance: Amending Chapter 64 of the City Code – Plumbing Amendments
✔ E. Introduction of an Ordinance: Amending Chapter 64 of the City Code – Mechanical Amendments
✔ F. Introduction of an Ordinance: 2023 Land Management Code Text Amendments
✔ G. Introduction of an Ordinance: Local Conversion District Overlay Amendment – 4 Cypress Street
✔ H. Approval of a Resolution: Annexation of 13-17 Western Maryland Parkway
I. Approval of a Resolution: Salt Utilization Agreement with Maryland State Highway Administration
✔ J. Approval of a Resolution: Authorizing the Sale of Property Located at 261 S. Prospect Street
✔ K. Approval of a Resolution: Rename Renaissance Way to Charlie's Way
✔ L. Approval of a Resolution: Subrecipient Agreement with Brothers United Who Care
✔ M. Approval of a Resolution: Subrecipient Agreement between Hagerstown Police Department and Washington County Health Department
N. Approval of a Resolution: Memorandum of Understanding with Child Advocacy Center (CAC)
O. Approval of a Resolution: Memorandum of Understanding with Department of Alcohol, Tobacco, and Firearms (ATF)
P. Approval of After School Program at the Parkside Community Center
Q. Approval of the Addition of Contractual Part-Time Police Officers
✔ R. Approval of Field House Contract
S. Approval of Holiday Parking
T. Approval of Funding for a Community Coalition Lobbyist
✔ U. Approval of FY2024 Invest Hagerstown and Partners in Economic Progress (PEP) Program Guideline Changes

XI. CITY ADMINISTRATOR COMMENTS

XII. MAYOR & COUNCIL COMMENTS

XII. ADJOURN

✔ Items that have been discussed and reviewed previously or are of a routine nature and, therefore, additional information may not be attached to this agenda.

REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Topic:
Request to Purchase CDBG Property: 261 S. Prospect Street – *Margi Joe, Community Development Manager and Amanda Gregg, Business/Community Development Finance Specialist*

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name	Description
101723_WS_261_S_Prospect_rv.pdf	Request to Purchase CDBG Property: 261 S. Prospect Street

CITY OF HAGERSTOWN, MARYLAND

Department of Community & Economic Development
14 N. Potomac Street • Suite 200A • Hagerstown, MD 21740
Email: DCED@Hagerstownmd.org
Telephone: 301.739.8577, Ext. 111 • Website: www.hagerstownmd.org/DCED

To: Scott Nicewarner, City Administrator

From: Margi Joe, Community Development Manager
Amanda Gregg, Business/Community Development Finance Specialist

Date: October 13, 2023

RE: Request to Purchase CDBG Property: 261 S. Prospect Street

---

Staff will attend the October 17, 2023 Work Session to review a proposal from Miranda Barkdoll to purchase property at 261 S. Prospect Street as part of the City's CDBG Homeownership Program. The following is a summary of the request:

Proposal:

- Eligible application packet and contract offer received on September 19, 2023 from Miranda Barkdoll to purchase 261 S. Prospect Street through the CDBG Homeownership Program.
- Proposed purchase price is $170,000, matching both asking price and appraisal that was completed on May 11, 2023.
- Commission to be paid to buyer's agent (2.5%): $4,250.00

Background:

The vacant home at 261-263 S. Prospect Street was purchased in April 2015 with CDBG funding for the purpose of rehabilitating the property and offering the renovated units to eligible homebuyers through the CDBG Homeownership Program.

The original single family dwelling had previously been converted into four (4) substandard rental dwellings and due to the poor condition and inferior layouts of the existing units, reoccupying the structure as a four unit rental property would be a strain on the South Prospect Street neighborhood and surrounding property values would continue to be negatively impacted.

Renovations to the structure transformed the four substandard apartments into two duplex units with high end finishes. Because the project was financially sourced by CDBG funding, the sale of at least one of the two units is restricted to CDBG income-qualified households. The current applicant has been determined to be qualified under current HUD income guidelines. Under the City's CDBG Homeownership Program guidelines, Ms. Barkdoll will be required to occupy the property as her principal residence for five (5) years after the purchase.

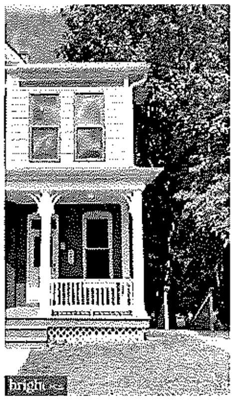
Staff recommends moving forward with the sale of 261 S. Prospect Street to Ms. Barkdoll with the terms outlined above. These terms are reflected in the sales contract (attached).

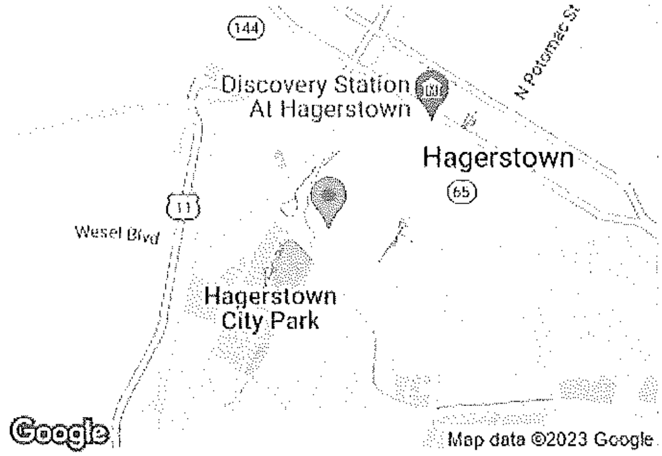
Attached: Sales Contract 261 S. Prospect Street
Ordinance – City Purchase of 261 S. Prospect Street
Resolution – Sale of 261 S. Prospect Street
Draft Motion

c. Jill Thompson, Director of Community and Economic Development
Michelle Hepburn, Chief Financial Officer
Eric Deike, Director of Public Works
Sue Kyler, Project & Program Coordinator

Agent Full

261 S Prospect St, Hagerstown, MD 21740 **Active** **Residential** **$170,000**





Recent Change: **09/15/2023 : New Active : ->ACT**

MLS #:	MDWA2017654	Beds:	2
Tax ID #:	2203013251	Baths:	1 / 1
Ownership Interest:	Fee Simple	Above Grade Fin SQFT:	1,130 / Estimated
Structure Type:	End of Row/Townhouse	Assessor AbvGrd Fin SQFT:	1,496
Levels/Stories:	2	Price / Sq Ft:	150.44
Waterfront:	No	Year Built:	1900
Garage:	No	Property Condition:	Very Good
		Style:	Traditional
		Central Air:	Yes
		Basement:	Yes

Location

County:	Washington, MD	School District:	Washington County Public Schools
In City Limits:	No	High School:	South Hagerstown
Municipality:	Hagerstown	Middle/Junior School:	E Russell Hicks
Subdiv / Neigh:	NONE AVAILABLE	Elementary School:	Bester
		Election District:	03

Taxes and Assessment

Tax Annual Amt / Year:	$3,612 / 2022	Tax Assessed Value:	$182,800 / 2023
County Tax:	$1,695 / Annually	Imprv. Assessed Value:	$147,800
City/Town Tax:	$1,856 / Annually	Land Assessed Value:	$35,000
Clean Green Assess:	No	Special Assmt:	$60.00
Municipal Trash:	Yes	Land Use Code:	E
Agricultural Tax Due:	No	Block/Lot:	1
Zoning:	RMED		

Rooms

	Bed	Bath
Main		1 Half
Upper 1	2	1 Full

Building Info

Yr Major Reno/Remodel:	2023	Construction Materials:	Brick
Above Grade Fin SQFT:	1,130 / Estimated	Below Grade Unfin SQFT:	448 / Assessor
Total Below Grade SQFT:	448 / Assessor	Flooring Type:	Hardwood
Total Fin SQFT:	1,130 / Estimated	Roof:	Unknown
Tax Total Fin SQFT:	1,496		
Total SQFT:	1,578 / Estimated		
Wall & Ceiling Types:	Dry Wall		
Foundation Details:	Other		
Basement Type:	Partially Finished		

Lot

Lot Acres / SQFT: 0.09a / 3703sf / Assessor
Additional Parcels: No

Parking

Total Parking Spaces Unknown Features: On Street

MLB

Interior Features

Interior Features: Attic; No Fireplace; Dishwasher, Disposal, Dryer, Range Hood, Refrigerator, Stove, Washer, Water Heater; Accessibility Features: None; Lower Floor Laundry

Exterior Features

Exterior Features: Pool: No Pool

Utilities

Utilities: Central A/C; Cooling Fuel: Electric; Heating: Forced Air; Heating Fuel: Electric; Hot Water: Electric; Water Source: Public; Sewer: Public Sewer

Remarks

Agent: HomeZu by Simple Choice performed a Limited Service Listing for the seller. Use Showing Time to schedule showings. Please call Seller for offers, questions, etc. Contact person is Amanda Gregg. Seller's contact phone number is (301) 797-6291. Alternate phone is (240) 675-1337. Contact email is agregg@hagerstownmd.org. Please have Buyer's Broker hold deposit money.

Public: The City of Hagerstown's Homeownership Program purchases vacant properties within City limits and renovates them to look like new! Properties are listed at the current appraised value and this program may be combined with other mortgage assistance programs. Eligible applicants must be pre-qualified for a mortgage loan and have an annual household income within HUD guidelines. This property is a duplex and has been completely renovated throughout. The dwelling has spacious rooms with high ceilings. The dwelling has a freshly painted exterior; new drywall, trim and fixtures; new/refinished flooring throughout; updated kitchen and baths; newly finished laundry area in the walk out basement; fresh paint throughout. New HVAC, windows, and doors. Updated electric and plumbing. Great location near City Park and shopping.

Listing Office

Listing Agent: Chris Carr (3147099) (Lic# Unknown) (855) 885-4663
Listing Agent Email: support@simplechoicerealty.com
Broker of Record: Chris Carr (3147099) Click for License
Listing Office: HomeZu (SMPLCHCE) (Lic# RB066320)
2031 Wisteria Ln, Lafayette Hill, PA 19444-2111
Office Phone: (855) 885-4663 Office Fax: (484) 693-1010
Office Email: support@simplechoicerealty.com

Showing

Appointment Phone: (301) 797-6291
- Schedule a showing
Showing Contact: Showing Contact 1
Contact Name: Amanda Gregg
Lock Box Type: Combo
Lock Box Location: Front door
Showing Requirements: Appointment Only, Schedule Online
Showing Method: In-Person Only
Directions: Turn on S prospect street as you go down the street home is on the right

Compensation

For more information about offers of compensation, see BrightMLS.com/offer-comp.

Buyer Agency Comp: 2.4% Of Gross
Sub Agency Comp: 0% Of Gross
Dual/Var Comm: Yes

Listing Details

Original Price:	$170,000	Owner Name:	Hagerstown City Of
Vacation Rental:	No	Owner Phone:	(301) 797-6291
Listing Agrmnt Type:	Exclusive Agency	DOM / CDOM:	3 / 3
Prospects Excluded:	No	Original MLS Name:	BRIGHT
Listing Service Type:	Entry Only	Lease Considered:	No
Dual Agency:	No	Home Warranty:	No
Sale Type:	Standard	Pets Allowed:	Yes
Listing Term Begins:	09/15/2023	Pet Restrictions:	No Pet Restrictions
Listing Entry Date:	09/15/2023		
Possession:	0-30 Days CD, 120-180 Days, 181-365 Days, 61-90 Days CD, 90-120 Days CD		
Acceptable Financing:	Conventional, FHA, VA		
Federal Flood Zone:	No		

Interior Features:	Attic; No Fireplace; Dishwasher, Disposal, Dryer, Range Hood, Refrigerator, Stove, Washer, Water Heater; Accessibility Features: None; Lower Floor Laundry

Exterior Features

Exterior Features:	Pool: No Pool

Utilities

Utilities:	Central A/C; Cooling Fuel: Electric; Heating: Forced Air; Heating Fuel: Electric; Hot Water: Electric; Water Source: Public; Sewer: Public Sewer

Remarks

Agent:	HomeZu by Simple Choice performed a Limited Service Listing for the seller. Use Showing Time to schedule showings. Please call Seller for offers, questions, etc. Contact person is Amanda Gregg. Seller's contact phone number is (301) 797-6291. Alternate phone is (240) 675-1337. Contact email is agregg@hagerstownmd.org. Please have Buyer's Broker hold deposit money.
Public:	The City of Hagerstown's Homeownership Program purchases vacant properties within City limits and renovates them to look like new! Properties are listed at the current appraised value and this program may be combined with other mortgage assistance programs. Eligible applicants must be pre-qualified for a mortgage loan and have an annual household income within HUD guidelines. This property is a duplex and has been completely renovated throughout. The dwelling has spacious rooms with high ceilings. The dwelling has a freshly painted exterior; new drywall, trim and fixtures; new/refinished flooring throughout; updated kitchen and baths; newly finished laundry area in the walk out basement; fresh paint throughout. New HVAC, windows, and doors. Updated electric and plumbing. Great location near City Park and shopping.

Listing Office

Listing Agent:	Chris Carr (3147099) (Lic# Unknown)		(855) 885-4663
Listing Agent Email:	support@simplechoicerealty.com		
Broker of Record:	Chris Carr (3147099) Click for License		
Listing Office:	HomeZu (SMPLCHCE) (Lic# RB066320) 2031 Wisteria Ln, Lafayette Hill, PA 19444-2111		
Office Phone:	(855) 885-4663	Office Fax:	(484) 693-1010
Office Email:	support@simplechoicerealty.com		

Showing

Appointment Phone:	(301) 797-6291	- Schedule a showing	
Showing Contact:	Showing Contact 1	Lock Box Type:	Combo
Contact Name:	Amanda Gregg	Lock Box Location:	Front door
Showing Requirements:	Appointment Only, Schedule Online		
Showing Method:	In-Person Only		
Directions:	Turn on S prospect street as you go down the street home is on the right		

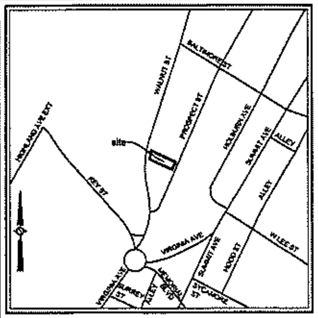
Compensation

For more information about offers of compensation, see BrightMLS.com/offer-comp.

Buyer Agency Comp:	2.4% Of Gross	Sub Agency Comp:	0% Of Gross
		Dual/Var Comm:	Yes

Listing Details

Original Price:	$170,000	Owner Name:	Hagerstown City Of
Vacation Rental:	No	Owner Phone:	(301) 797-6291
Listing Agrmnt Type:	Exclusive Agency	DOM / CDOM:	5 / 5
Prospects Excluded:	No	Original MLS Name:	BRIGHT
Listing Service Type:	Entry Only	Lease Considered:	No
Dual Agency:	No	Home Warranty:	No
Sale Type:	Standard	Pets Allowed:	Yes
Listing Term Begins:	09/15/2023	Pet Restrictions:	No Pet Restrictions
Listing Entry Date:	09/15/2023		
Possession:	0-30 Days CD, 120-180 Days, 181-365 Days, 61-90 Days CD, 90-120 Days CD		
Acceptable Financing:	Conventional, FHA, VA		
Federal Flood Zone:	No		



VICINITY MAP
SCALE 1"=500'

CERTIFICATION OF INDIVIDUALS OF OWNERSHIP AND DEDICATION

I (We) do hereby certify, for ourselves and our personal representatives, heirs and assigns, that I (We) are the legal and true owner(s) of the property shown and described on this plat, and that I (We) hereby adopt the plan of subdivision shown hereon, hereby establish the minimum building restriction lines shown hereon, hereby dedicates to public use all utility and drainage easement areas and alley rights of way, hereby agree to keep open all spaces and recreation areas shown hereon and hereby agree that said dedications shall not impose any responsibility on the City of Hagerstown regarding the subjects of such dedications until legal acceptance thereof by said City.

I (We) hereby reserve the fee simple title to the land underlying said easements, rights of way, open spaces and recreation areas. I (We) hereby agree to convey the fee simple title for all public street rights of way to the City, without consideration, upon request.

There are no suits, actions at law, leases, liens, mortgages, trusts, easement or rights of way affecting the property included in this plan of subdivision except the following:

____

And all parties having an interest therein have hereunto affixed their signatures, including their assent to the plan of subdivision.

This Certification of Ownership and Dedication of dedication shall be binding upon my (our) grantees, assigns, successors, heirs, and personal representatives and all parties and interests therein have hereunto affixed their signatures indicating their assent to this Plan of Subdivision.

WITNESS our hands and seals this 6th day of December, 2022

WITNESS: Donna K. Spickler — [signature] The City of Hagerstown

CERTIFICATION OF JOINT RESPONSIBILITY FOR UTILITIES

Applies to Current and Future Owners of Lots 1 and 2

The respective owners of 261 South Prospect Street and 263 South Prospect Street shall be jointly and severally responsible for any and all expenses incurred in the operation and maintenance of common building sewers and/or any other utilities in common use. It is further agreed that this shall be considered and construed as a covenant running with the land.

December 6, 2022 WITNESS: [signature] The City of Hagerstown
Date
Donna K. Spickler

CERTIFICATION OF APPROVAL OF WATER AND SEWERAGE SYSTEM

I hereby certify that the water supply and sewerage disposal utility systems installed, or proposed for installation, in this Subdivision Plat fully meets the requirements of the Maryland State Health Department, and are hereby approved as shown.

11/22/2022 — [signature] County Health Officer or Authorized Representative
Date

CERTIFICATE OF APPROVAL

I do hereby certify that the Plan of Subdivision shown hereon complies with the Subdivision Ordinance for the City of Hagerstown, Maryland, with the exception of such variances, if any, as noted on this Plat and in the minutes of the Hagerstown Planning Commission, and is approved for recording in the Offices of the Register of Deeds.

[signature] Hagerstown Planning Commission — 11/29/22 Date

Void if not recorded in the Land Records Office of Washington County within 180 days of the above signature.
The clerk of the Court shall not record this document more than 180 days after the above date.

CERTIFICATE OF ACCURACY

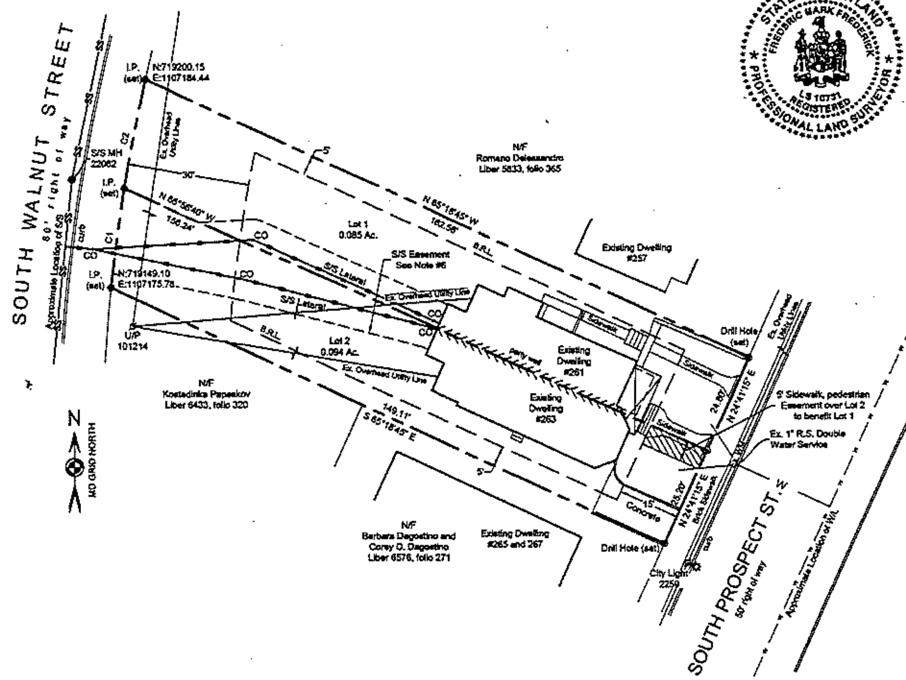
I hereby certify that the plan shown and described hereon is a true and correct survey to the accuracy required by the Hagerstown Planning Commission and that the monuments have been placed as shown hereon to the specifications of the Hagerstown Subdivision Ordinance.
I hereby certify that these documents were prepared by me or under my responsible charge, and that I am a duly licensed Professional Land Surveyor under the Laws of the State of Maryland, License No. 10731, Expiration Date 1/10/2024.

Nov-20, 2018 — [signature] Professional Surveyor
Date

GENERAL NOTES

1. Parcel is zoned RMED-Residential Medium Density, with South Prospect Street Historic District Overlay. Minimum Building Setbacks: Front - 15' Side - 5' Rear - 30'
2. City Unique I.D. Numbers prior to subdivision are 031-01-007/077.
3. Bearings and Distances based on MD Grid North NAD 83 as tied to CM 132.
4. No floodplain existing within this section.
5. This is a subdivision of the lands conveyed by Paul Russo to the City of Hagerstown, by deed dated April 29, 2015, and recorded at Liber 4961, folio 249 among the Land Records of Washington County, Maryland.
6. This variable width (5' from northernmost and southernmost S/S lines) is for the maintenance of S/S laterals shown on Lots 1 and 2.

STATE OF MARYLAND — FREDRIC MARK FREDERICK — LS 10731 REGISTERED — PROFESSIONAL LAND SURVEYOR



CURVE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD LENGTH	DELTA ANGLE
C1	429.77'	24.53'	S 07°49'08" W	24.53'	3°16'15"
C2	429.77'	27.27'	S 11°16'20" W	27.27'	3°38'10"

ADDITIONAL OWNER'S STATEMENT

The undersigned grant to the City of Hagerstown, Maryland (hereinafter called CITY) a perpetual easement for the purpose of constructing, reconstructing, inspecting, operating, maintaining, repairing, altering, and removing electric and communication lines including all necessary poles, wires, anchors, cables, conduits, meters, and other facilities over, under, upon, and along either or both parcels; together with the perpetual right of ingress and egress at all times over either or both parcels, for pedestrian, vehicle, and equipment traffic to and from said facilities.

Said electric and communication lines may be located as follows:

1) Facilities may be located within the UTILITY EASEMENT indicated on the Plat and elsewhere as indicated on the Plat.

2) Facilities may also be located along, in, and adjacent to public dedicated roadways, streets, alleys, and similar reservations. Wires may be strung between any poles; and anchors, where necessary, may be placed not more than fifteen (15) feet inside of boundary lines of lots.

3) Service lines may also be extended by the most direct practical route to any buildings on the herein described property or properties adjacent thereto.

The City shall have the right to permit the joint occupancy and installation of wires, cables, conduits, or other facilities of any company or persons.

The City shall have the right at all times to cut, trim, remove, or by any other means clear and keep clear trees, shrubs, fences, structures, or any other obstructions over, under, and alongside the City's facilities sufficiently for the safe and proper operation, maintenance, and use thereof.

The City will reseed those portions of grass lawns anywhere on said premises dug up or destroyed in connection with the City's work when its work at any time or times is completed.

If notice in writing of any damages sustained by the grantors is not given to the City within six (6) months after such damages are suffered, it is understood and agreed that such damages are waived.

Trees, structures, buildings, and other obstructions shall not be placed under or over said facilities, and adequate horizontal clearances, with a five (5) foot minimum, must be maintained. Gardens, shrubbery, and the usual fences may be placed below OVERHEAD SERVICE LINES, provided such obstructions do not interfere with the safe and proper operation and maintenance of the City's facilities. No fences, shrubbery, or other obstructions whatever may be placed within the UTILITY EASEMENT shown on the Plat.

The provisions hereof inure to the benefit of and bind the successors, heirs, licensees, and/or assigns of the respective parties hereto, and all convenants shall apply to and run with the land.

[signature] Owner The City of Hagerstown — December 6, 2022 Date

LEGEND

C# = CURVE NUMBER OF CHART
L# = LINE NUMBER OF CHART
SF = SQUARE FEET
Ac = ACRES
= PROPERTY CORNER TO BE SET
N/F = NOW OR FORMERLY
= STORMWATER INLET
= EXIST. SANITARY SEWER
— w — = EXIST. WATER

GRAPHIC SCALE
20 0 10 20 40 80
(IN FEET)
1 inch = 20 ft.

Owner:
City of Hagerstown
1 East Franklin Street
Hagerstown MD 21740

Existing Allocations
261 South Prospect Street = 300 gpd
263 South Prospect Street = 300 gpd

PLAT NO 11526
DATE DEC 14 2022
WASHINGTON COUNTY

LR - Plat Fee - Subdivision
Subdivision Name: The City of Hagerstown
Ref 11526
Total:
12/14/2022 10:02
#16849501 CC0423 - Washington

FSA
FREDERICK, SEIBERT & ASSOCIATES, INC. © 2022 fsa-inc.com
CIVIL ENGINEERS • SURVEYORS • LANDSCAPE ARCHITECTS • LAND PLANNERS

Minor Plat of Subdivision
Lots 1 and 2
for
The City of Hagerstown
Located at 261 & 263 South Prospect Street
Hagerstown
WASHINGTON COUNTY, MARYLAND

PROJECT NO. 7312	
DWN BY LEJ	DATE 11.7.2018
PROJECT MANAGER EJS	EMAIL EJSchreiber@fsa-inc.com
PROPERTY INFORMATION 312-2201	
SCALE 1" = 20'	
SHEET TITLE	

MINOR SUBDIVISION

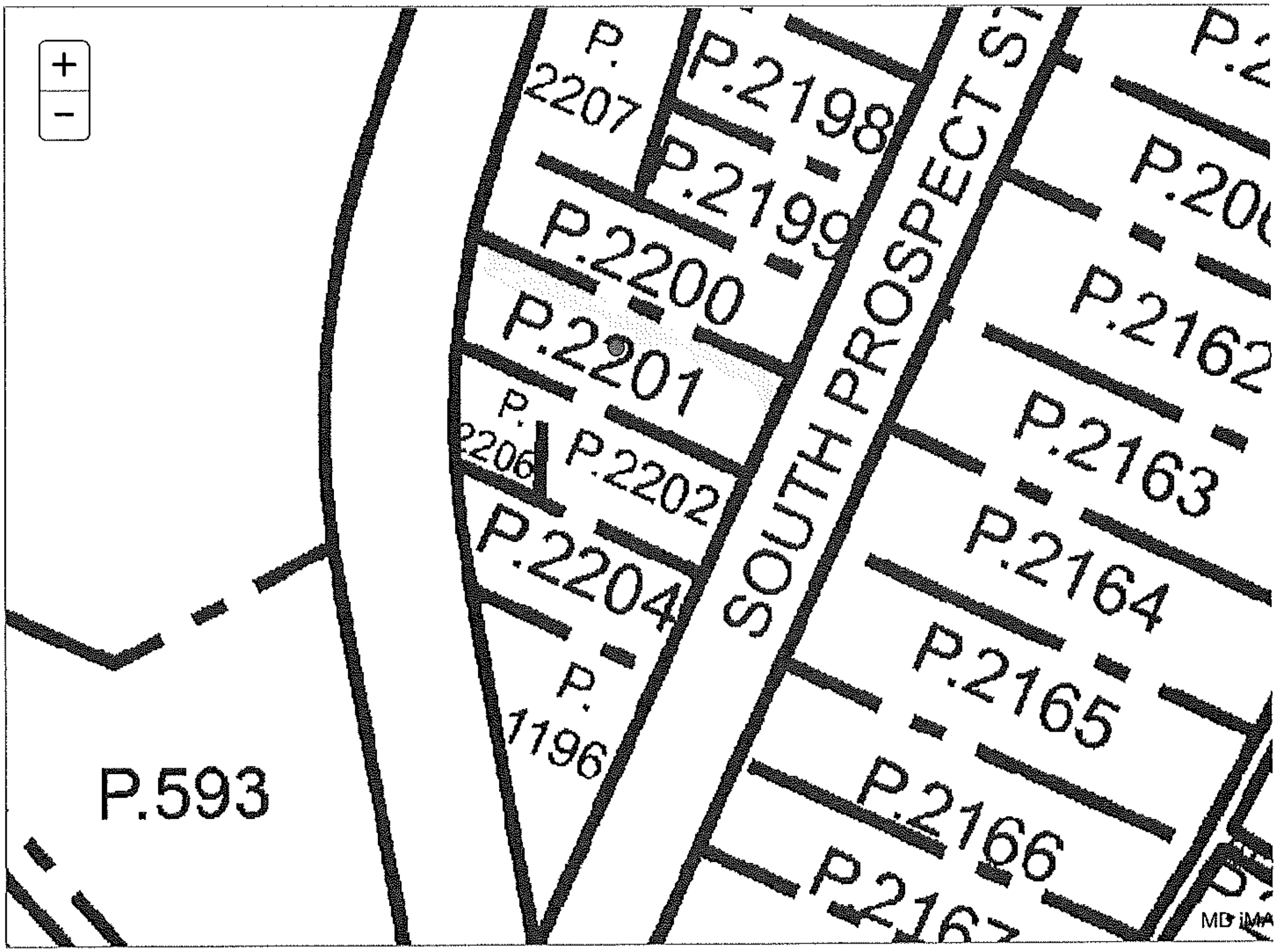
S-2018-15
SHEET 01 OF 01

P252267
MSA S1255-9128
74-750-01
MCB

Washington County

[New Search (https://sdat.dat.maryland.gov/RealProperty)](https://sdat.dat.maryland.gov/RealProperty)

District: **03** Account Number: **013251**



The information shown on this map has been compiled from deed descriptions and plats and is not a property survey. The map should not be used for legal descriptions. Users noting errors are urged to notify the Maryland Department of Planning Mapping, 301 W. Preston Street, Baltimore MD 21201.

If a plat for a property is needed, contact the local Land Records office where the property is located. Plats are also available online through the Maryland State Archives at www.plats.net (http://www.plats.net).

Property maps provided courtesy of the Maryland Department of Planning.

For more information on electronic mapping applications, visit the Maryland Department of Planning web site at http://planning.maryland.gov/Pages/OurProducts/OurProducts.aspx (http://planning.maryland.gov/Pages/OurProducts/OurProducts.aspx).

MLB

Real Property Data Search ( )
Search Result for WASHINGTON COUNTY

View Map **View GroundRent Redemption** **View GroundRent Registration**

Special Tax Recapture: None
Account Identifier: District - 03 Account Number - 013251

Owner Information

Owner Name:	HAGERSTOWN CITY OF	**Use:** **Principal Residence:**	EXEMPT NO
Mailing Address:	1 E FRANKLIN ST HAGERSTOWN MD 21740-0000	**Deed Reference:**	/04961/ 00249

Location & Structure Information

Premises Address:	261 S PROSPECT ST HAGERSTOWN 21740-0000	**Legal Description:**	LOT 1 24.80 X 162.56 .085 ACRES 261 S PROSPECT ST

Map:	Grid:	Parcel:	Neighborhood:	Subdivision:	Section:	Block:	Lot:	Assessment Year:	Plat No: 11526
0312	0000	2201	3020304.22	0000			1	2023	Plat Ref:

Town: HAGERSTOWN

Primary Structure Built	Above Grade Living Area	Finished Basement Area	Property Land Area	County Use
1900	1,496 SF		0.0850 AC	

Stories	Basement	Type	Exterior	Quality	Full/Half Bath	Garage	Last Notice of Major Improvements
2 1/2	YES	END UNIT	/	4	1 full/ 1 half		

Value Information

	Base Value	Value As of 01/01/2023	Phase-in Assessments As of 07/01/2023	As of 07/01/2024
Land:	42,400	35,000		
Improvements	142,900	147,800		
Total:	185,300	182,800	182,800	182,800
Preferential Land:	0	0		

Transfer Information

Seller: RUSSO PAUL	**Date:** 05/06/2015	**Price:** $76,000
Type: NON-ARMS LENGTH OTHER	**Deed1:** /04961/ 00249	**Deed2:**
Seller: TNT PROPERTIES LLC	**Date:** 08/24/2005	**Price:** $246,000
Type: ARMS LENGTH IMPROVED	**Deed1:** /02757/ 00110	**Deed2:**
Seller: BREAM RANDY E	**Date:** 07/03/2003	**Price:** $140,000
Type: ARMS LENGTH IMPROVED	**Deed1:** /02058/ 00024	**Deed2:**

Exemption Information

Partial Exempt Assessments:	**Class**	07/01/2023	07/01/2024
County:	670	182,800.00	182,800.00
State:	670	182,800.00	182,800.00
Municipal:	670	182,800.00|182,800.00	182,800.00|182,800.00

Special Tax Recapture: None

Homestead Application Information

Homestead Application Status: No Application

Homeowners' Tax Credit Application Information

Homeowners' Tax Credit Application Status: No Application **Date:**

MLB

Prosperity HOME MORTGAGE

Prosperity Home Mortgage, LLC
320 6th Street
Annapolis, MD 21403
NMLS# 75164

Mortgage Consultant: **David Rossiello**
NMLS# **450664**

Date: **September 19, 2023**

Applicant(s): **Miranda L Barkdoll**

Property: **TBD**
Hagerstown, MD 21740

Based on our review of your credit and certain documents that we collected from you, as well as running your loan scenario through our automated underwriting system, we are pleased to provide you with a preliminary approval letter for the following:

Loan Amount:	**$164,900.00**	Loan Type:	**Conventional**
Sales Price:	**$170,000.00**	Program:	**30 Year MMP Conv Fixed**
LTV/CLTV:	**97.000% / 102.820%**	Loan Term:	**360 months**
Interest Rate:	**Prevailing Rate / Not Locked**		

PLEASE NOTE: ***This preliminary approval is based upon documentation that you have provided. A written loan commitment cannot be issued until all required supporting documentation is assessed and verified. A formal loan approval cannot be provided at this time. This letter does not guarantee loan approval, nor is it an offer or commitment to make a loan at the above rates and terms. Interest Rates are subject to daily change without notice and may affect the loan amount for which you qualify.***

If you have any questions, please feel free to contact me at **410-952-2048**.

Sincerely,

David Rossiello
Senior Mortgage Consultant
David.Rossiello@phmloans.com
410-952-2048 **Office**
410-952-2048 **Mobile**

MLB

Loan: 1002717342
Miranda Barkdoll
TBD
Hagerstown, MD 21740
Prepared by:
David Rossiello (NMLS # 450664)
Phone: 410-952-2048
Date: September 19, 2023

Prosperity HOME MORTGAGE

Loan Worksheet

Your actual rate, payment, and costs could be higher. Get an official Loan Estimate before choosing a loan.

Loan Summary

Interest Rate	7.500 %
APR	7.948 %
Loan Term	30 yr.
Product	30 Year MMP Conv Fixed
Sales Price	$ 170,000.00
Estimated Value	$ 170,000.00
Down Payment	$ 5,100.00
Loan Amount	$ 164,900.00

Estimated Monthly Payment

Principal & Interest	$ 1,153.00
Subordinate Principal & Interest (Secondary)	$ 0.00
Property Taxes	$ 145.00
Hazard/Other Insurance	$ 125.00
Mortgage Insurance	$ 43.97
Homeowner's Association Dues	$ 0.00
Other	$ 0.00
Total Estimated Mortgage Payment	**$ 1,466.97**

Estimated Closing Costs (Non-Recurring Fees)

Lender	
Our Origination Fee	$ 1,399.00
Discount Points	$ 0.00
Appraisal Fee	$ 500.00
Credit Report Fee	$ 65.50
Tax Service	$ 84.00
Flood Certificate	$ 11.50
Technology Platform Service Fee	$87.00
	$0.00
Other Fees	$ 0.00
Title	
Title Services & Lender Title Insurance:	$ 1,848.00
Owner's Title Insurance	$ 693.00
Other Title Fees	$ 0.00
Government	
Recording Fees	$ 120.00
Transfer Taxes	$ 0.00
City/County/Stamps	$ 984.00
State Tax/Stamps	$ 212.50
Third-Party Fees	
Other Third-Party Fees (you can shop for):	$ 0.00
Real Estate Company Flat Fee	$ 495.00
Total Estimated Non-Recurring Fees	**$ 6,499.50**

Estimated Prepaids & Escrow Reserves

PrePaids	
Per Diem Interest (5 days @ $34.3542 per day)	$ 171.77
Hazard Insurance Premium	$ 1,500.00
Flood Insurance Premium	$ 0.00
Other Prepaid Fees:	$ 0.00
Escrow Reserves	
Hazard Insurance Escrow (3mnths. @ $125.00/mo.)	$ 375.00
County Property Tax Escrow (4mnths. @ $145.00/mo.)	$ 580.00
City Property Tax Escrow	$ 0.00
	$ 0.00
Other Escrow Fees:	$ 0.00
Aggregate Adjustment	$-625.00
Total Estimated Prepaids and Escrows	**$2,001.77**

Estimated Settlement & Payment Dates

Estimated Settlement Date:	10/27/2023
Disbursement Date:	10/27/2023
First Payment Date:	12/01/2023

Estimated Funds Needed to Close

Contract Sales Price (Down Payment: 3.000% - $5,100.00)	$ 170,000.00
Payoff Amounts	$ 1,363.00
Estimated Prepaid Items (+)	$2,001.77
Estimated Closing Costs (Non-Recurring Fees) (+)	$ 6,499.50
Total Loan Amount (-)	$ 164,900.00
Other Credits (-):	$ 0.00
Subordinate Financing (-)	$ 9,894.00
Total Estimated Cash Needed to Close	**$ 5,070.27**

MLB

MIRANDA LYNN BARKDOLL 02/18
12903 LITTLE HAYDEN CIR
HAGERSTOWN, MD 21742-2612

106

65-330/550

9-19-2023
Date

PAY to the order of Long and Foster $ 1000.00

One thousand XX/100 Dollars Photo Safe Deposit® Details on back

BB&T BRANCH BANKING AND TRUST COMPANY
1-800-BANK BBT BBT.com

261 S Prospect. Hagerstown, MD

For Earnest Money Signature Miranda Barkdoll MP

⑆055003308⑆0005251076598⑈00106

Harland Clarke

Maryland REALTORS®

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.

SECTION ONE: GENERAL CONTRACT PROVISIONS

1. DATE OF OFFER: 09/19/2023.

2. 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 the Deposit paragraph of this Contract.

3. SELLER: City of Hagerstown

4. BUYER: Miranda Barkdoll

5. PROPERTY: Seller does sell to Buyer and Buyer does purchase from Seller, all of the following described Property (hereinafter "Property") known as 261 PROSPECT ST S Lot 1 on Plat # 11526 located in HAGERSTOWN / WASHINGTON City/County, Maryland, Zip Code 21740, together with the improvements thereon, and all rights and appurtenances thereto belonging. MLB

6. ESTATE: The Property is being conveyed: [X] 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.

7. PURCHASE PRICE: The Purchase Price is One Hundred Seventy Thousand Dollars and Zero Cents Dollars ($170,000.00).

8. PAYMENT TERMS: The payment of the purchase price shall be made by Buyer as follows:

(a) Buyer [ ] has delivered OR [X] will deliver within 1 Days of the Date of Contract Acceptance an initial Deposit by way of check in the amount of One Thousand Dollars and Zero Cents Dollars ($1,000.00).

(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 Real Estate.

If Deposit will not be held by a Maryland licensed real estate broker, the parties shall execute a separate written Escrow 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 subparagraph (c) above to place the Deposits in: **(Check One)**

[X] A non interest bearing account; **OR**

[ ] 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.

9. DEPOSIT: If the Deposit is held by a Broker as specified in Paragraph 8(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 8(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.

10. SETTLEMENT: Date of Settlement 11/29/2023 or sooner if agreed to in writing by the parties.

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

- [x] Affiliated Business Disclosure Notice
- [ ] Additional As Is Provisions
- [ ] ATU/BAT On-Site Sewage Disposal
- [ ] Back-Up Contract
- [ ] Cash Appraisal Contingency
- [ ] Condominium Resale Notice
- [ ] Conservation Easement
- [ ] Disclosure of Licensee Status
- [x] Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards
- [ ] Homeowners Association Notice
- [ ] Inclusions/Exclusions, Leased Items, & Utilities
- [ ] Kickout
- [ ] Local City/County Certifications/Registrations
- [x] Local City/County Notices/Disclosure
- [ ] Maryland Lead Poisoning Prevention Program
- [x] Other Addenda/Special Conditions:
- [ ] MD Non-Resident Seller Transfer Withholding Tax
- [x] Notice to Buyer and Seller – Maryland Residential Property Condition Disclosure Law
- [ ] Notice & Discl. of Deferred Water & Sewer Charges
- [ ] On-Site Sewage Disposal System Inspection
- [x] Property Inspections
- [ ] Property Subject to Ground Rent
- [ ] Purchase Price Escalation
- [ ] Sale, Fin., Settlement/Lease of Other Real Estate
- [ ] Seller Contribution
- [ ] Seller's Purchase of Another Property
- [ ] Solar Panel
- [ ] Short Sale
- [ ] Tenant Occupied
- [ ] Third Party Approval
- [ ] Water Quality
- [ ] Water Yield Test

"Disclosures of inclusions / exclusions"
MCB "Consumer Notice to Buyers of Residential Real Property"

12. BUYER AND SELLER MAY EXECUTE THIS CONTRACT 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 execute this contract electronically using electronic signatures. If a mortgage or settlement company requires wet signatures, all parties agree to promptly re-sign all the documents. 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.

13. 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.

14. 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.

15. 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.

16. 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. Seller warrants that the Property is not tenant-occupied nor subject to any leases, unless otherwise stated in an attached Tenant Occupied Addendum.

17. 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.

18. SECTION AND PARAGRAPH HEADINGS: The Section and 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.

SECTION TWO: PAYMENT OF THE PURCHASE PRICE

19. 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:

[X] Conventional Financing Addendum	[ ] USDA Financing Addendum	[ ] Owner Financing Contingency
[ ] FHA Financing Addendum	[ ] Assumption Addendum	[ ] No Financing Contingency
[ ] VA Financing Addendum	[ ] Gift of Funds Contingency Addendum	[X] OTHER: MMP

20. FINANCING APPLICATION AND COMMITMENT: Buyer agrees to make a written application for the financing as herein described within Five (5) days from the Date of Contract Acceptance. If a written financing commitment is not obtained by Buyer within FortyFive (45) 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 the Financing paragraph 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.

21. 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.

22. 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.

23. 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.

SECTION THREE: PROPERTY CONDITION AND INSPECTIONS

24. 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 identified on a Disclosure of Inclusions/Exclusions, Leased Items, and Utilities Addendum attached hereto.

25. CONDITION OF PROPERTY AND POSSESSION: EXCEPT AS OTHERWISE SPECIFIED IN THIS CONTRACT INCLUDING THIS PARAGRAPH, THE PROPERTY IS SOLD "AS IS." At settlement, Seller shall deliver possession of 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 to confirm the condition of the property.

26. INSPECTION CONTINGENCY: If Buyer and Seller agree, Buyer will be afforded the opportunity, at Buyer's sole cost and expense, to condition Buyer's purchase of the Property upon inspections to ascertain any unsatisfactory conditions. Buyer and Seller acknowledge that Brokers, agents or subagents are not responsible for the existence or discovery of property defects. **Any Buyer Inspection Contingency must be established through Addenda to this Contract.**

Inspection Addenda Attached MLB / _____ **Buyer Buyer**   **Inspections Declined** _____ / _____ **Buyer Buyer**

SECTION FOUR: PROPERTY-SPECIFIC DISLOSURES

27. HOMEOWNER'S ASSOCIATION / CONDOMINIUM REGIME: The Property is not part of development subject to the imposition of mandatory fees as defined by the Maryland Homeowner's Association Act or a condominium regime as defined by the Maryland Condominium Act, unless acknowledged by an attached addendum.

28. 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:**

(a) **Prior to settlement, Buyer is entitled to rescind in writing the sales contract without penalty or liability. On rescission, Buyer is also entitled to the full return of any deposits made on account of the sales contract. If any deposits are held in trust by a licensed real estate broker, the return of the deposits to a Buyer under this law shall comply with the procedures 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**

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

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.)

29. 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** ______________________________.

30. 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.)

31. 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 ______________________________.

32. 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.

SECTION FIVE: GENERAL DISCLOSURES

33. 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).

34. 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.)

35. 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 35.A.

MLB / _______ **(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 35.B.

MLB /_______ **(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 35.C.

MLB /_______ **(BUYER)**

36. 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.

37. PROPERTY INSURANCE BROCHURE: An informational brochure published by Maryland REALTORS® titled "Property Insurance Basics – 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: http://www.mdrealtor.org/Portals/0/adam/Content/gejh4dXTAEWPU3vfLrkJ1A/Link/FINAL-Property-Insurance-Basics-Flyer-Web.pdf.

38. 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.

39. 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.

40. 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.

41. 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.

42. 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.

43. 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.

44. 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;

(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.

45. 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.

46. 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.

SECTION SIX: TRANSFER OF TITLE AND CLOSING

47. 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.

48. 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 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.

49. 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 the Metropolitan District Sanitary Commission and the 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.**

50. 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.

51. TRANSFER CHARGES:

A. IN GENERAL. If Buyer is NOT a first-time Maryland homebuyer, payment of Recordation Taxes and State and local Transfer Taxes will be divided equally between Buyer and Seller unless otherwise stated here:____. Buyer shall be entitled to receive the benefit of any local owner-occupancy reduction offered by the jurisdiction where the property is located.

B. FIRST-TIME MARYLAND HOMEBUYER. Maryland law provides that 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% <u>and shall be paid entirely by the Seller</u>. Payment of Recordation Taxes and local Transfer Taxes will be divided equally between Buyer and Seller unless otherwise stated here: ~~to be paid by seller~~ ______________________. Buyer shall be entitled to receive the benefit of any local owner-occupancy reduction offered by the jurisdiction where the property is located. Buyer is hereby notified that to ensure receipt of the above reduction, Buyer should check the box on Page 10 of this Contract, indicating that Buyer is a first-time Maryland homebuyer, and complete the required affidavit at settlement indicating that the Buyer is a first-time Maryland homebuyer. MLB

52. 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 ***shall*** be withheld at the time of settlement except as otherwise provided by Maryland law. ***Seller may request the Maryland Comptroller to issue a Certificate of Full or Partial Exemption from the withholding requirements, provided that such request is filed not later than 21 days prior to the date of closing. For detailed information, seller should call 1-800-MDTAXES or visit: <u>https://www.marylandtaxes.gov/forms/current_forms/withholding_requirement.pdf</u>.***

53. 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.

54. 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.

55. 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) 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.

56. 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. Seller pays 2.5% brokers commission MCB

57. 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 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.

58. PROPERTY OWNER'S TITLE INSURANCE: Buyer is encouraged to 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 a policy issued to the Lender will not protect the Buyer from losses caused by title defect. 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. Buyer understands that the Broker does not warrant the condition of title, and Buyer agrees to hold harmless Broker from any damages sustained by Buyer that may result from a defect in title.

SECTION SEVEN: BREACH OF CONTRACT AND DISPUTE RESOLUTION

59. 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, subject to the Deposit paragraph of this Contract, 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 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.

60. 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.

61. 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 Brokers as identified on Page 11 of this Contract; (b) the named Sales Associates identified on Page 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 provisions of this Paragraph shall survive shall survive closing and shall not be deemed to have been extinguished by merger with the deed.

Miriam Bell	9/19/2023		
Buyer Signature	**Date**	**Seller Signature**	**Date**
Buyer Signature	**Date**	**Seller Signature**	**Date**

DATE OF CONTRACT ACCEPTANCE: ______________________

(Insert the date on which all final initials and signatures of all parties have been affixed to this Contract.)

☒ **Check if First-Time Maryland Homebuyer**

Contact Information:

BUYER / NAME(S): Miranda Barkdoll

MAILING ADDRESS: 12903 Little Hayden Cir
Hagerstown MD 21742

SELLER / NAME(S): City of Hagerstown

MAILING ADDRESS: 14 N. Potomac St. Ste 200 A
Hagerstown MD 21740

Information provided for reference only:

LISTING BROKERAGE COMPANY NAME: HomeZu

BROKER OF RECORD NAME: Christopher Carr LICENSE NUMBER: ____

SALES ASSOCIATE NAME: Christopher Carr LICENSE NUMBER: ____

OFFICE ADDRESS: 2031 Wisteria LN Lafayette Hill PA 19444

OFFICE PHONE: (855) 885-4663 BROKER/SALES ASSOCIATE MLS ID: 3147099

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: Sheila Mangum LICENSE NUMBER: 635578 (MD)

OFFICE ADDRESS: 19833 Leitersburg Pike Hagerstown MD 21742

OFFICE PHONE: (301) 797-2300 BROKER/SALES ASSOCIATE MLS ID: 3018549

SALES ASSOCIATE PHONE: (240) 818-8831 SALES ASSOCIATE E-MAIL: SHEILA.MANGUM2@LongandFoster.com

ACTING AS: ☐ SELLER AGENT; OR

☐ SUBAGENT; OR

☒ BUYER AGENT; OR

☐ INTRA - COMPANY AGENT WITH BROKER AS DUAL AGENT

Maryland REALTORS®

CONVENTIONAL FINANCING ADDENDUM

ADDENDUM dated 09/19/2023 to Contract of Sale
between Buyer Miranda Barkdoll
and Seller City of Hagerstown
for Property known as 261 PROSPECT ST S HAGERSTOWN MD 21740

1. LOAN DETAILS:

Loan Amount $ $164,900.00
Term of Note 30 Years
Amortization 30 Years
Interest Rate 7 %
Loan Program Fixed

☐ Buyer agrees to pay Loan Origination/Discount Fees:
$ ________ / ☐ ________ % of the loan amount

2. LOAN INSURANCE PREMIUMS: All loan insurance premiums as required by Lender shall be paid by Buyer.

3. LOCK IN: BY ACCEPTING A LOAN AGREEMENT WHEREBY THE INTEREST RATE AND LOAN DISCOUNT FEES ARE NOT BEING LOCKED IN, BUYER AGREES TO ACCEPT THE RATE AS CHARGED BY LENDER AT THE TIME OF LOCK-IN AND THE RESPONSIBILITY FOR ANY ADDITIONAL FEES CHARGED. BUYER SHALL REMAIN BOUND TO PERFORM UNDER THE CONTRACT, NOTWITHSTANDING ANY SUCH CHANGES IN THE RATE AND/OR FEES.

4. MONTHLY PAYMENT : Payments to Lender may include monthly principal and interest, plus one-twelfth of the annual real estate taxes, ground rent, special assessments or charges, if any, hazard (fire) insurance premium, flood insurance, and private mortgage insurance.

5. LOAN UNDERWRITING: Buyer and Seller understand that Lender may resubmit the loan to underwriting. To the extent such changes do not conflict with the conditions of the Contract, Buyer agrees to comply with Lender's request for additional or updated information as required to approve the loan.

6. LENDER REQUIRED REPAIRS: In the event Lender requires any repairs or improvements ("Required Repairs") be made to the Property, Seller agrees to perform the Required Repairs and pay the cost thereof at or prior to settlement, provided the total cost of the Required Repairs does not exceed $ 0.00, ("Repair Amount"). **This cost shall be in addition to Seller's other obligations under the terms of the Contract**. Should the cost of Required Repairs exceed the Repair Amount:

A. Seller may elect to pay the total cost of the Required Repairs, in which event the Contract shall remain in full force and effect.

B. Seller may terminate the Contract by written notice to Buyer, which must include a written estimate of the cost of the Required Repairs. Said written notice shall be provided to Buyer within five (5) days of Seller's receipt of written estimate(s).

C. The Contract shall remain in full force and effect if, within five (5) days of Buyer's receipt of Seller's notice of termination, Buyer elects, in writing, to pay the difference between the cost of the Required Repairs and the Repair Amount listed above.

D. If neither Buyer nor Seller elects to pay the excess cost of any Required Repairs, the Contract shall become null and void; and all Deposit(s) shall be disbursed in accordance with the Deposit paragraph of the Contract.

7. APPRAISAL CONTINGENCY: The Contract is contingent upon Buyer obtaining an appraisal of the Property. The appraisal will be at Buyer's expense and will be performed by a Maryland licensed appraiser.

If the appraised value of the Property is less than the Purchase Price as set forth in the Contract, Buyer shall notify Seller, in writing, of such fact within Three (3) days from receipt of the written appraisal and shall include a copy of the written appraisal. The written notice from Buyer to Seller shall state whether: A) Buyer elects to proceed to purchase the Property notwithstanding the appraised value of the Property; OR B) Buyer requests the Seller to

reduce the Purchase Price to the appraised value. In the event Buyer notifies Seller of Buyer's election to proceed to purchase the Property notwithstanding the appraised value, the Contract shall remain in full force and effect and Seller shall have no obligation, right or election as provided in this Addendum.

Upon receipt of the written notice from Buyer of Buyer's request to reduce the Purchase Price to the appraised value, Seller, at Seller's election and upon written notice to Buyer not later than Three (3) days following receipt by Seller of the written notice from Buyer, may either: A) agree to reduce the Purchase Price to the appraised value of the Property, in which event the Contract shall remain in full force and effect; OR B) decline to reduce the Purchase Price to the appraised value.

If Seller declines to reduce the Purchase Price to the appraised value, or fails to respond within the time period above, Buyer, at Buyer's election, not later than Three (3) days following receipt of the written notice from Seller, or from the date that such written notice was to have been provided by Seller, shall either: A) declare the Contract null and void and of no further force and effect, in which event, the Deposit(s) shall be disbursed in accordance with the Deposit(s) paragraph of the Contract; OR B) agree to purchase the Property at the Purchase Price notwithstanding the appraised value of the Property, in which event the Contract shall remain in full force and effect, and Buyer shall pay any increase in the down payment, interest rate, point(s) or loan origination fee(s) as required by lender without contribution by Seller except as otherwise provided in the Contract.Buyer's failure to provide written notice to the Seller of their election within the agreed-upon timeframe will automatically constitute the Buyer's agreement to elect to purchase the Property at the Purchase Price in accordance with Option 'B' in this subparagraph.

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

Miranda Benelli 9/19/2023

Buyer Signature **Date** **Seller Signature** **Date**

Buyer Signature **Date** **Seller Signature** **Date**

Maryland REALTORS®

PROPERTY INSPECTIONS ADDENDUM

ADDENDUM dated 09/19/2023 to Contract of Sale

between Buyer Miranda Barkdoll

and Seller City of Hagerstown ,

for Property known as 261 PROSPECT ST S HAGERSTOWN ,MD 21740 .

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

1. **INSPECTION CONTINGENCY:** Buyer and Seller agree that Buyer, at Buyer's expense, shall have the right within 10 days from the Date of Contract Acceptance (hereinafter referred to as the "Deadline") to have qualified experts conduct those inspections listed below in subparagraph A **that are initialed by both BUYER and SELLER:**

   A. **INSPECTIONS; SCOPE AND LIMITATIONS:** The purpose of the inspection(s) selected below is to discover unsatisfactory conditions, if any, of the components and systems of the Property. The future condition and performance of the above systems and components are not warranted by Seller and are not to be considered subject to this Addendum. The inspection(s) are NOT for the purpose of making items of a routine maintenance and/or cosmetic nature the subject of further negotiations between Buyer and Seller.

MLB

	Buyer's Initials	Seller's Initials	
1)	/	/	**Structural and Mechanical**
2)	/	/	**Mold**
3)	/	/	**Environmental**
4)	/	/	**Radon**
5)	/	/	**Chimney Inspection**
6)	/	/	**Lead-Based Paint Hazard Inspection**
7)	/	/	**Wood Destroying Insect**
8)	/	/	**Additional Inspection(s)**

NOTES: Buyer's right to inspect and/or test well and/or septic systems, water quality and water yield shall be reserved through separate addenda. If Buyer intends to obtain financing through the Veterans Administration (VA), Buyer retains the right to conduct an inspection for wood destroying insects at their expense pursuant to VA regulations, notwithstanding the agreement of the parties stated herein.

B. INSPECTION PROCESS:

(i) **RIGHT TO TERMINATE**: If the results of an inspection are unsatisfactory to the Buyer, Buyer may terminate the Contract of Sale by delivering a Unilateral Notice of Termination Under Contract of Sale to Seller by the Deadline. Buyer is not required to specify the basis of Buyer's dissatisfaction. Buyer's right to terminate the Contract of Sale as stated in this subsection expires at the Deadline.

(ii) **RIGHT TO NEGOTIATE**: Instead of exercising the Right to Terminate the Contract of Sale in accordance with subparagraph 1.B(i), Buyer may make a single, written request for repairs and/or a Seller Credit based upon Buyer's dissatisfaction with the results of the agreed-upon inspection(s). This right will expire at the Deadline unless the Buyer delivers to Seller a copy of the inspection report(s) together with a written request that Seller make certain repairs, and/or agree to provide a Seller Credit. The parties acknowledge that Buyer's lender may need to approve any agreed-upon Seller Credit. Should Buyer attempt to deliver multiple written requests for repairs and/or Seller Credit to Seller prior to the Deadline, Seller shall only be obligated to consider the first such request received.

(iii) **SELLER'S RESPONSE**: Within five (5) days after Buyer delivers the written request for repairs and/or a Seller Credit, Seller shall notify Buyer in writing whether Seller agrees to all, some, or none of the Buyer's requests. If Seller agrees to all of the requested repairs and/or a Seller Credit, the Contract of Sale shall remain in full force and effect, as amended. If Seller agrees to only some of the requested repairs and/or Seller Credit, 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 to: 1) terminate the Contract of Sale; 2) waive the requested repairs and/or Seller Credit to which Seller will not agree, in which case the Contract of Sale shall remain in full force and effect, or; 3) continue negotiations by delivering a counteroffer to Seller in accordance with Section 1.B(iv) of this Addendum. If Buyer fails to timely notify Seller of Buyer's election to terminate the Contract, to waive the right to repair or correct any unsatisfactory conditions which Seller will not repair or correct, or submit a counteroffer, 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, and/or credit Buyer the amount of any credit Seller offered at settlement, subject to lender approval. Buyer shall 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, said credit shall be reduced to the maximum amount allowed by lender.

(iv) **ADDITIONAL NEGOTIATIONS**: Thereafter, within two (2) days after delivery of a counteroffer regarding the requested repairs and/or Seller Credit, the receiving party must:

a. Deliver Notice accepting the terms contained in the immediately preceding counteroffer; OR
b. Deliver Notice continuing negotiations by making a further counteroffer; OR
c. Deliver Notice of termination of the Contract of Sale to the other party.

The failure of the receiving party to timely respond to any counteroffer shall constitute their automatic acceptance of that counteroffer, with all other terms of the Contract of Sale remaining in full force and effect.

(v) **CONTRACT TERMINATION AND DEPOSIT(S)**: If either party elects to terminate the Contract of Sale in accordance with the terms of this Addendum, the Contract shall become null and void, and all Deposit(s) shall be disbursed in accordance with the Deposit paragraph of the Contract.

2. **RIGHTS AND OBLIGATIONS OF BUYER AND SELLER:** Seller shall make the Property accessible for agreed-upon inspections and shall have utilities in service at the time of the inspection(s). 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(s). If the Property is part of a condominium, Buyer shall be given access to the common areas to perform the inspection(s). Buyer and Seller shall have the right to be present during the inspection(s), and Buyer shall give Seller reasonable advance notice of the date and time of the inspection(s). 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.

3. **REPAIRS, CORRECTION, RE-INSPECTION:** Seller agrees to complete repairs and provide receipts in sufficient time for Buyer to re-inspect prior to settlement. Buyer shall have the right to re-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.

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

Miriam Beall 9/19/2023

Buyer Signature **Date** **Seller Signature** **Date**

Buyer Signature **Date** **Seller Signature** **Date**

LF130

Maryland REALTORS®

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 09/19/2023 to the Contract of Sale
between Buyer Miranda Barkdoll ,
and Seller .
for Property known as 261 PROSPECT ST S HAGERSTOWN, MD 21740

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 13-207of 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

(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.

Vreanna Bergfeld	9/19/2023		
Buyer's Signature	Date	Seller's Signature	Date
Buyer's Signature	Date	Seller's Signature	Date
[signature]	9/19/23		
Agent's Signature	Date	Agent's Signature	Date

LF110

MARYLAND RESIDENTIAL PROPERTY DISCLOSURE AND DISCLAIMER STATEMENT

Property Address: 261 S Prospect Street, Hagerstown, MD 21740

Legal Description: LOT 1 24.80 X 162.56 .085 ACRES 261 S PROSPECT ST

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 real 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 sales under §13-207(a) (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? 8 years 4 months

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

Water Supply ☒ Public ☐ Well ☐ Other ________

Sewage Disposal ☐ Public ☐ Septic System approved for ______ (# bedrooms) **Other Type** ________

Garbage Disposal ☒ Yes ☐ No

Dishwasher ☒ Yes ☐ No

Heating ☐ Oil ☐ Natural Gas ☒ Electric ☐ Heat Pump Age ______ ☐ Other ________

Air Conditioning ☐ Oil ☐ Natural Gas ☒ Electric ☐ Heat Pump Age ______ ☐ Other ________

Hot Water ☐ Oil ☐ Natural Gas ☒ Electric Capacity ________ Age ______ ☐ 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______
Comments:______
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 alarms provide an alarm in the event of a power outage?☐Yes☐No
Are the smoke alarms 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 zoning violations, nonconforming uses, violation of building restrictions or setback requirements or any recorded or unrecorded easement, except for utilities, on or affecting the property?
☐ Yes ☐ No ☐ Unknown
If yes, specify below
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 Home Owners 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 it 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 representations 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) have actual knowledge of any latent defects? ☐ Yes ☐ No If yes, specify:

DocuSigned by:
Seller Amanda Gregg Date 9/15/2023
8B710DC3007047D...
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 Miriam Burrell Date 9/19/2023
Purchaser Date

FORM: MREC/DLLR: Rev 07/31/2018

Maryland REALTORS®

DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS

Property Address: 261 S Prospect Street, Hagerstown, MD 21740

SELLER/LANDLORD REPRESENTS AND WARRANTS, INTENDING THAT SUCH BE RELIED UPON REGARDING THE ABOVE PROPERTY, THAT **(SELLER/LANDLORD TO INITIAL APPLICABLE LINE)**: X / ______ housing was constructed prior to 1978 **OR** ______ / ______ date of construction is uncertain. Home built after 1978,check here___ (form doesn't apply)

FEDERAL LEAD WARNING STATEMENT: A buyer/tenant of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may contain lead-based paint and that exposure to lead from lead-based paint, paint chips or lead paint dust may place young children at risk of developing lead poisoning if not managed properly. 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/landlord of any interest in residential real property is required to disclose to the buyer/tenant the presence of known lead-based paint hazards and to provide the buyer/tenant with any information on lead-based paint hazards from risk assessments or inspections in the seller's/landlord's possession. A **tenant** must receive a federally approved pamphlet on lead poisoning prevention. It is recommended that a **buyer** conduct a risk assessment or inspection for possible lead-based paint hazards prior to purchase.

Seller's/Landlord's Disclosure

(a) Presence of lead-based paint and/or lead-based paint hazards (initial (i) or (ii) below):
(i) ______ / ______ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

(ii) X / ______ Seller/Landlord 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 (i) or (ii) below):
(i) ______ / ______ Seller/Landlord has provided the purchaser/tenant with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

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

Buyer's/Tenant's Acknowledgment (initial)

(c) MLB / ______ Buyer/Tenant has received copies of all information listed in section (b)(i) above, if any.

(d) MLB / ______ Buyer/Tenant has received the pamphlet Protect Your Family from Lead In Your Home.

(e) Buyer has (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; or

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

Agent's Acknowledgment (initial)

(f) CC Agent has informed the Seller/Landlord of the Seller's/Landlord's obligations under 42 U.S.C. 4852(d) and is aware of his/her responsibility to ensure compliance.

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.

DocuSigned by: Amanda Gregg	9/15/2023	Micaiah Brull	9/19/2023
Seller/Landlord	**Date**	**Buyer/Tenant**	**Date**
Seller/Landlord	**Date**	**Buyer/Tenant**	**Date**
DocuSigned by: Christopher Carr	9/15/2023	[signature]	9/19/23
Seller's/Landlord's Agent	**Date**	**Buyer's/Tenant's Agent**	**Date**

APPENDIX A WASHINGTON COUNTY RIGHT TO FARM NOTICE

Washington County has a Right to Farm Ordinance that recognizes the right to farm Practices. Contact the Washington County Planning Department at 240-313-2430 or visit the County's website at www.washco-md.net/county_attorney/legal.htm for further information.

APPENDIX B REAL ESTATE TRANSFER DISCLOSURE STATEMENT

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

261 PROSPECT ST S HAGERSTOWN, MD 21740

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 discomfort 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 the 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 question 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 Miriam Bentle Date 9/19/2023

Buyer ______________________ Date ______________________

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

Maryland REALTORS®

DISCLOSURE OF INCLUSIONS/EXCLUSIONS, LEASED ITEMS, AND UTILITIES ADDENDUM

UPON EXECUTION BY BUYER AND SELLER, THIS DOCUMENT WILL BECOME AN ADDENDUM TO THE CONTRACT OF SALE

SELLER'S DISCLOSURE made on **09/19/2023** . ▪ ADDENDUM to Contract of Sale dated **09/19/2023**

between Buyer Miranda Barkdoll

and Seller City of Hagerstown

for Property known as 261 PROSPECT ST S HAGERSTOWN , **MD** 21740 .

1. INCLUSIONS/EXCLUSIONS. Included in the purchase price are all permanently attached fixtures, including all smoke detectors (and, carbon monoxide detectors, as applicable). 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.***

- [ ] Alarm System
- [ ] Ceiling Fan(s) # ____
- [ ] Central Vacuum
- [x] Clothes Dryer
- [x] Clothes Washer
- [ ] Cooktop
- [x] Dishwasher
- [ ] Drapery/Curtain Rods
- [ ] Draperies/Curtains
- [ ] Electronic Air Filter
- [x] Exhaust Fan(s) # ____
- [ ] Exist. W/W Carpet
- [ ] Fireplace Screens/Doors
- [ ] Fireplace Equipment
- [ ] Freezer
- [ ] Furnace Humidifier
- [ ] Garage Opener(s) # ____
- [ ] Garage remote(s) # ____
- [x] Garbage Disposal
- [ ] Hot Tub, Equip. & Cover
- [ ] Intercom
- [ ] Microwave
- [ ] Playground Equipment
- [ ] Pool, Equip. & Cover
- [x] Refrigerator(s) # 1
- [ ] w/ice maker ____
- [ ] Satellite Dish
- [ ] Screens
- [ ] Shades/Blinds
- [ ] Storage Shed(s) # ____
- [ ] Storm Doors
- [ ] Storm Windows
- [x] 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) # ____
- [ ] Wood Stove
- [x] Range Hood

ADDITIONAL INCLUSIONS (SPECIFY): ____________________

ADDITIONAL EXCLUSIONS (SPECIFY): ____________________

2. LEASED ITEM(S) INCLUDED:

- [ ] Fuel Tank(s)
- [ ] Solar Panels
- [ ] Alarm System
- [ ] Water Treatment System
- [ ] Other ____________
- [ ] Other ____________
- [ ] Other ____________
- [ ] Other ____________

ADDITIONAL TERMS AND/OR INFORMATION REGARDING LEASED ITEM(S):

3. UTILITIES. WATER, SEWAGE, HEATING, AND AIR CONDITIONING **(check all that apply):**

Water Supply	[x] Public	[ ] Well				
Sewage Disposal	[x] Public	[ ] Septic	[ ] Other ____			
Heating	[ ] Gas	[ ] Electric	[ ] Oil	[ ] Heat Pump	[ ] Other	**Forced Air**
Hot Water	[ ] Gas	[ ] Electric	[ ] Oil		[ ] Other	
Air Conditioning	[ ] Gas	[ ] Electric			[ ] Other	**Central A/C**

Utility Service Providers:

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

Miranda Barkdoll	9/19/2023		
Buyer Signature	**Date**	**Seller Signature**	**Date**
Buyer Signature	**Date**	**Seller Signature**	**Date**

Affiliated Business Arrangement Disclosure Statement

Property: **261 PROSPECT ST S** **HAGERSTOWN , MD 21740**

To: **Miranda Barkdoll** From: **Sheila Mangum**

Date: **09/19/2023**

This is to give you notice that Long & Foster Real Estate, Inc. ("Long & Foster"), also doing business as Virginia Properties, and Northrop Realty[1], and the settlement service providers listed in the table below are part of a family of companies (the "Affiliated Companies") owned by Berkshire Hathaway, Inc. ("Berkshire Hathaway"), and each may refer to you the services of another. Each of the Affiliated Companies is indirectly owned, in whole or in part, by a common parent, HomeServices of America, Inc. ("HSoA"), a Berkshire Hathaway affiliate. The percentage of indirect ownership interest held by HSOA in each Affiliated Company is indicated in the table. In addition, HomeServices Title Holdings, LLC, a wholly-owned subsidiary of HSoA, indirectly owns 13.5% of Title Resources Guaranty Company ("TRG"), which may provide title insurance services for any of the affiliate companies listed in Section A below. Silverton Mortgage is a wholly-owned indirect subsidiary of Clayton Homes, a Berkshire Hathaway affiliate. Because of these relationships, the referral of a customer (including you) by any of the Affiliated Companies to another may provide the referring company, its affiliates, and/or their employees with a financial or other benefit.

While Long & Foster Insurance Agency, LLC ("LFIA"), an Affiliated Company, does not have common ownership with Cinch Home Services, Inc. ("Cinch Home Services"), it does advertise them for a fixed service fee

Mid-States Title Insurance Agency, LLC ("Mid-States"), a Long & Foster affiliate, has business relationships with the following unaffiliated closing attorneys, pursuant to which Mid-States advertises these firms for a fixed service fee: Crawford and Law Group, PLLC; Baird Mandalas Brockstedt, LLC; and Giordano, DelCollo, Werb & Gagne, LLC; Scott and Shuman, P.A.; and Weeks & Irvine, LLC.

AFFILIATED COMPANIES	
SECTION A: Settlement of Your Loan and / or Title Insurance	
Infinity Title Agency (NJ) (d/b/a of Sage Title Group, LLC) (100%)	Infinity Settlement Agency (PA) (d/b/a of Sage Title Group, LLC) (100%)
Sage Premier Settlements (PA, NJ, DE, MD) (d/b/a of Sage Title Group, LLC) (100%)	RGS Property Closing Services (PA) (d/b/a of RGS Title LLC) (100%)
Sage Title Group, LLC (VA, MD, DC, WV) (100%)	RGS Title LLC (VA, MD, DC, WV) (100%)
Sage Settlement Group (PA) (d/b/a of Sage Title Group, LLC) (100%)	Trident Land Transfer Company LP (PA, DE) (100%)
Bon Air/Long & Foster Title Agency LLC (VA) (50%)	Trident Land Transfer Company (NJ), LLC (NJ) (49%)
Attorneys Title Holdings, Incorporated (NC) (100%)	
Realm Title Agency, LLC (VA,MD, DC, DE, NC) (51%) ("Realm")[2]	
SECTION B: Property / Hazard / Flood Insurance	
Long & Foster Insurance Agency, LLC (100%)	Trident Insurance Agency Company (d/b/a of HomeServices Insurance, Inc.)(100%)
HomeServices Insurance, Inc. (100%)	
SECTION C: Mortgage Services	
Prosperity Home Mortgage, LLC (100%)	Silverton Mortgage (d/b/a of Vanderbilt Mortgage and Finance, Inc.) (100%)
SECTION D: Real Estate Services	
Berkshire Hathaway HomeServices Fox & Roach, REALTORS®(PA, NJ, DE, MD) (d/b/a of Fox & Roach LP) (100%)	Berkshire Hathaway HomeServices Carolinas Realty, York Simpson Underwood Realty, Yost & Little Realty, and Pinehurst Realty Group (d/b/a of Preferred Carolinas Realty, Inc.) (NC, SC) (100%)
Houlihan Lawrence, Inc. (NY, CT) (100%)	
SECTION E: Property Inspection Services	
Insight Home Inspections, LLC (DC) (MD) (VA) (100%)	

Set forth below is the estimated charge or range of charges for each of the services listed. You are NOT required to use any of these service providers as a condition of the sale of the subject property or to obtain access to any settlement service.

THERE ARE FREQUENTLY OTHER SETTLEMENT SERVICE PROVIDERS AVAILABLE WITH SIMILAR SERVICES. YOU ARE FREE TO SHOP AROUND TO DETERMINE THAT YOU ARE RECEIVING THE BEST SERVICES AND THE BEST RATE FOR THESE SERVICES.

PROVIDER	SETTLEMENT SERVICE	ESTIMATED RANGE OF CHARGES
Providers listed in **Section A** above	Settlement Fees, including Document Preparation, Title Search & Exam Fees	$0-$2,000 Fees vary depending on transaction type and state
	Title Charges	See Title Insurance Chart below
Providers listed in **Section B** above	Homeowner's Insurance	$300-$10,000 plus per year; charges may vary based on coverage requested and other factors including multi-unit properties.
	Flood Insurance	Flood insurance is not included in this estimate but may be available for an additional fee and may be lender required.
Providers listed in **Section C** above	Loan Origination Fee	$0-$1,565 (2% of loan amount on some bond products)
	Appraisal	$425 - $2,100
	Third Party Fees	$110 - $375 (credit report, tax service fee, flood cert fee)
Providers listed in **Section D** above	Real Estate Brokerage Services	3%-10% of the sales price plus up to $1,200
Providers listed in **Section E** above	Property Inspection Services	$509-$1229

1 Northrop Realty is also a trade name for The Northrop Team, P.C. ("Northrop"), a separate realty company that operates under Long & Foster's real estate license. Northrop is not an "Affiliated Company" as that term is used in this Affiliated Business Arrangement Disclosure.

2 Realm is 49% owned by an unaffiliated entity in which an independent contractor real estate agent of Long & Foster, Creig Northrop, has an ownership interest. Accordingly, the referral of a customer (including you) to Realm may provide Mr. Northrop with a financial or other benefit.

TITLE INSURANCE FOR AFFILIATES

ESTIMATE OF RANGE OF CHARGES GENERALLY MADE BY PROVIDER

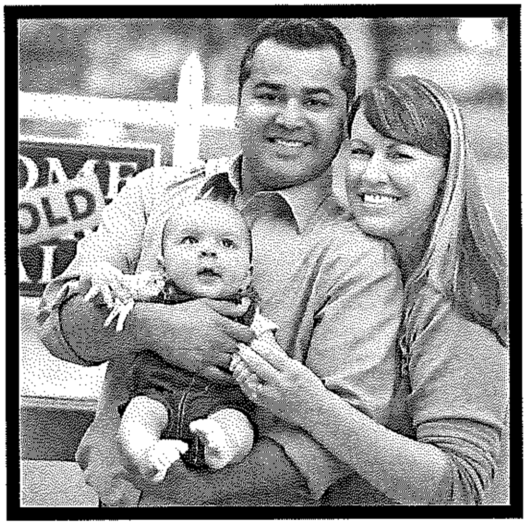
STATE	SALES PRICE	PREMIUM FOR AFFILIATES
DE	First $100,000 $100,001 - $1,000,000 $1,000,001-$5,000,000	$4.60 per $1,000 of coverage add $3.90 per $1,000 of coverage add $3.25 per $1,000 of coverage Enhanced policy is 120% of above rates. Simultaneous issue of Lenders' Policy (DE) is $25. Lender required endorsements are $50 each. Closing Protection Letter (CPL) per Lender Policy is $125.
DC	First $250,000 $250,001 - $500,000 $500,001 - $1,000,000 $1,000,001-$5,000,000	$6.84 per $1,000 of coverage add $6.12 per $1,000 of coverage add $5.40 per $1,000 of coverage add $4.68 per $1,000 of coverage Simultaneous issue of Lenders' Policy (DC) is $100. Closing Protection Letter (CPL) per Lender Policy is $50.
MD	First $250,000 $250,001 - $500,000 $500,001 - $1,000,000 $1,000,001- $2,000,000	$6.15 per $1,000 of coverage add $5.25 per $1,000 of coverage add $4.50 per $1,000 of coverage add $3.35 per $1,000 of coverage Simultaneous issue of Lenders' Policy (MD) is $200. Closing Protection Letter (CPL) per Lender Policy is $45.
NJ	First $100,000 $100,001 - $500,000 $500,001 - $2,000,000	$5.25 per $1,000 of coverage add $4.25 per $1,000 of coverage add $2.75 per $1,000 of coverage Enhanced policy is 120% of above rates. Simultaneous issue of Lenders' Policy is $25. Lender required endorsements are $25 each. Closing Service Letter per Lender Policy is $75.
NC	First $100,000 $100,001 - $500,000 $500,001 - $2,000,000 $2,000,001 - $7,000,000	$2.54 per $1,000 of coverage add $1.98 per $1,000 of coverage add $1.29 per $1,000 of coverage add $0.99 per $1,000 of coverage Enhanced policy 120% of above rates. Simultaneous issue of Lenders' Policy is $26. Closing Protection Letter is an additional 10% if lenders' policy issued. Premium for issuance of commitment is $15. Lender required endorsements are $20 each.
PA	First $30,000 $30,001 - $45,000 $45,001 - $100,000 $100,001 - $500,000 $500,001 - $1,000,000 $1,000,001-$2,000,000	$569.00 flat fee add $7.41 per $1,000 of coverage add $6.27 per $1,000 of coverage add $5.70 per $1,000 of coverage add $4.56 per $1,000 of coverage add $3.42 per $1,000 of coverage Lender-required endorsements (PA) are $50-$500. Closing Protection Letter (CPL) per Lender Policy is $125.
SC	First $50,000 $50,0001 - $100,000 $100,001 - $500,000 $500,001 - $5,000,000	$3.60 per $1,000 of coverage $3.00 per $1,000 of coverage $2.10 per $1,000 of coverage $1.80 per $1,000 of coverage Enhanced policy 120% of above rates. Simultaneous issue of Lenders' Policy (SC) is $100. Closing Protection Letter (CPL) per Lender Policy is $20.
VA	First $250,000 $250,001 - $500,000 $500,001 - $1,000,000 $1,000,001- $2,000,000	$4.92 per $1,000 of coverage $4.68 per $1,000 of coverage $4.32 per $1,000 of coverage $2.88 per $1,000 of coverage Simultaneous issue of Lender's Policy (VA) is $200. Closing Protection Letter (CPL) per Lender Policy is $35.
WV	First $100,000 $100,001 - $500,000 $500,001 - $2,500,000	$4.00 per $1,000 of coverage add $3.00 per $1,000 of coverage add $2.00 per $1,000 of coverage Enhanced policy is an additional $30 surcharge added to the basic rates. Simultaneous issue of Lender's Policy is $100. Title insurance commitment fee per policy will not exceed $100

CONTRACTED PROVIDERS		
PROVIDER	**SETTLEMENT SERVICE**	**ESTIMATED RANGE OF CHARGES**
Cinch Home Services	Home Warranty	$459 - $2,062, depending on property and optional coverage

ACKNOWLEDGEMENT: I/we have read this disclosure form and understand that the Affiliated Companies may refer me/us to purchase the above-described settlement service(s) from one another and that any such referrals may provide the referring company, its affiliates, and/or their employees with a financial or other benefit. I/we also understand that LFIA receives fixed fees for advertising, and related services performed for Cinch Home Services.

Miranda Ball 9/19/2023

Signature (Date) Signature (Date)



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

March 2021

MLB

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.

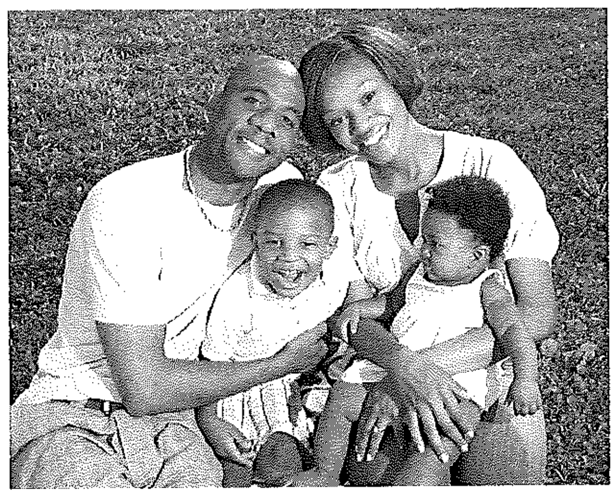
Lead Gets into the Body in Many Ways

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.



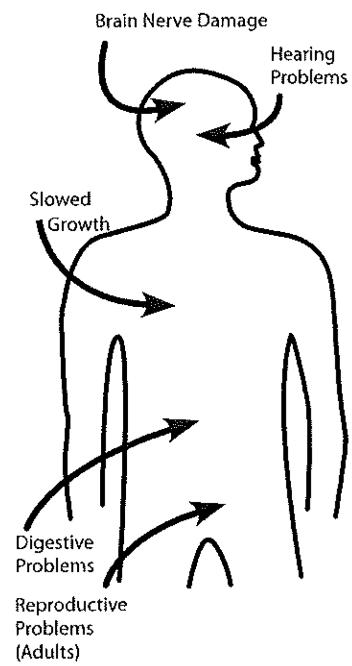
Women of childbearing age should know that lead is dangerous to a developing fetus.

- 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/cm^2), 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 ($\mu g/ft^2$) and higher for floors, including carpeted floors
- 100 $\mu g/ft^2$ 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]

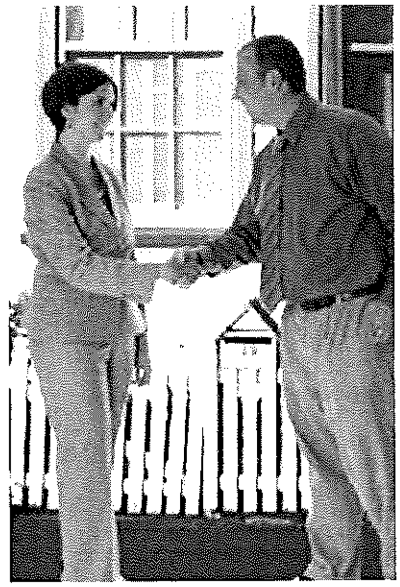
[3] Hearing- or speech-challenged individuals may access this number through TTY by calling the Federal Relay Service at 1-800-877-8339.

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 ($\mu g/ft^2$) for floors, including carpeted floors
- 100 $\mu g/ft^2$ for interior windows sills
- 400 $\mu g/ft^2$ for window troughs

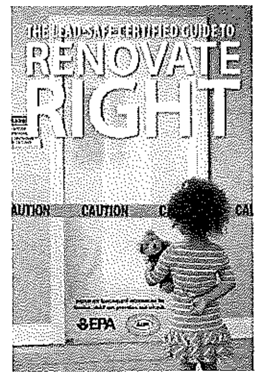
Abatements are designed to permanently eliminate lead-based paint hazards. However, lead dust can be reintroduced into an abated area.

- 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, 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.

* 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

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

EPA-747-K-12-001
March 2021

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).

How Buyer Agency Benefits Buyers and Sellers Alike.

By offering the option of buyer agency, a real estate company is able to give buyers who seek representation the same advantages given to sellers—not only can that company represent the buyers' best interests exclusively—it can also provide the knowledge, experience in real estate, and professional integrity required of real estate agents in the State of Maryland.

DUAL AGENCY

When a buyer client of a real estate company becomes interested in property listed by that company, the real estate company, or broker, becomes a dual agent (**Dual Agency**). This means that the company has a legal obligation to represent both parties and a duty to maintain the confidentiality of information obtained from each party.

INTRA-COMPANY AGENCY

When both seller and buyer agree to Dual Agency by signing a Consent for Dual Agency form, the real estate company ("dual agent") will assign one agent to represent the seller (the seller's "intra-company agent"), and another agent to represent the buyer (the buyer's "intra-company agent").

Intra-Company Agents are required to provide the same services to their clients that agents provide in transactions not involving dual agency, including advising their clients as to price and negotiation strategy.

DISCLOSURE

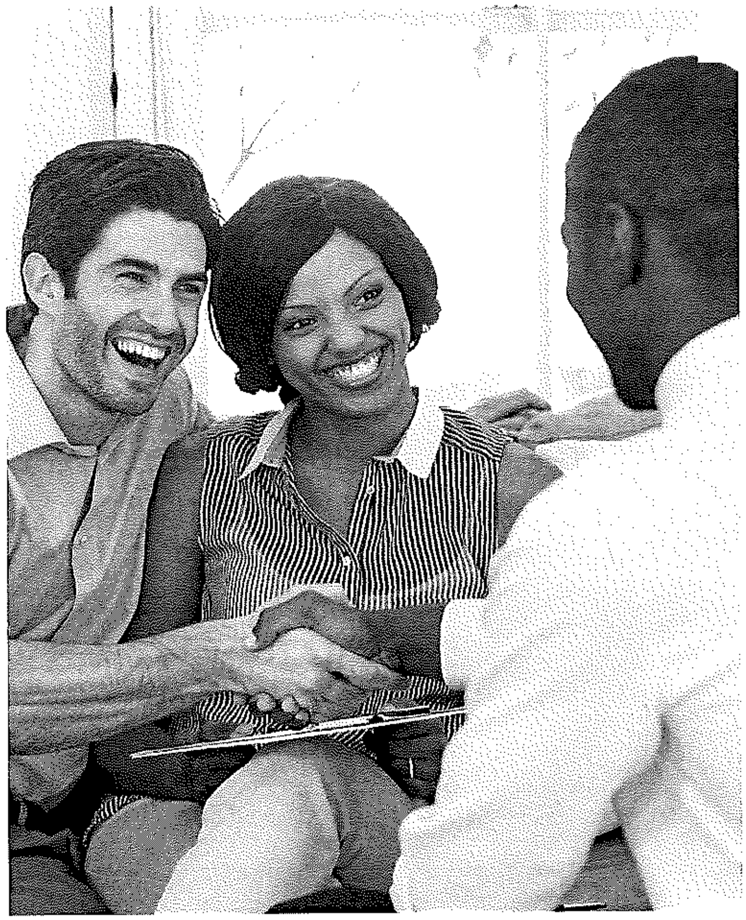
Agency **Disclosure** law requires real estate agents to provide written disclosures to unrepresented parties, explaining who the agent is representing and what the agent's responsibilities are. These written disclosures are prepared by the Maryland Real Estate Commission. If you are an unrepresented buyer or seller, the agent representing the other party will ask you to sign the disclosure form. The purpose of this form (called the "Understanding Whom Real Estate Agents Represent" form) is simply to inform you who the real estate agent represents. This form is not a contract and does not establish an agency relationship between you and the agent. You will be asked to sign the form simply to acknowledge that the agent provided the written disclosure as required by Maryland law.

The duties of the agent in a real estate transaction do not relieve the buyers or sellers from the responsibility to protect their own interests. All agreements should be read carefully to ensure that they adequately express your understanding of the transaction. Also, as a principal, you should ensure that any existing relationship is disclosed to other principals and their agents.

Please note that a real estate agent is a person qualified to advise about real estate. If legal or tax advice is desired, you should consult an appropriate advisor.

LEADING REAL ESTATE COMPANIES of THE WORLD

10/16 LF1192



Understanding the role of

REAL ESTATE AGENTS

For use in the state of Maryland

LONG & FOSTER®
REAL ESTATE

14501 George Carter Way | Chantilly, Virginia 20151
1-800-237-8800
LongandFoster.com

Everyone involved in a real estate transaction should understand the unique role of real estate agents. This role has been defined over the years by law and by custom.

In the past, real estate agents generally worked for sellers, assisting them in finding qualified buyers for their property. Thus, buyers were typically considered customers and the real estate agent's obligations remained solely with the seller. As the industry changed, more and more homebuyers wanted to have an agent working for them, so exclusive buyer representation became the norm.

In October 2016, Maryland law concerning agency relationships changed. Whether you are considering buying a home or selling a home, it is important that you understand the role of real estate agents and the types of agency relationships that exist.

Is Your Agent Really Your Agent? How Can You Be Sure?

As soon as you begin discussions with a real estate agent, you should understand what type of agency relationship or representation exists between you and the agent.

There are four kinds of agency relationships: Seller Agency, Buyer Agency, Dual Agency and Intra-Company Agency.

Before examining these relationships in further detail, let's review some basic definitions.

Basic Definitions:

- **Agent**
- **Principal**
- **Agency**
- **Client**
- **Customer**
- **Seller Agency**
- **Buyer Agency**
- **Dual Agency**
- **Intra-Company Agency**
- **Disclosure**

An **Agent** is one who represents another, called the **Principal**, in dealing with third persons. Such representation is called **Agency**.

The difference between a **Client** and a **Customer** further defines the nature of agency relationships. A Client is a buyer or seller who has entered into a written agency agreement and is represented by an agent. The agent provides advice and also owes the Client duties of reasonable care: loyalty, disclosure, confidentiality, diligence and accounting.

A **Customer** is a buyer or seller who has not entered into a written agency agreement and is not represented by an agent. A customer is entitled to honest treatment, including disclosure of material adverse facts known to the agent

SELLER AGENCY

Seller Agency is the "traditional" agency relationship. Simply put, the listing agent represents the seller pursuant to a written Listing Agreement and owes the duties of reasonable care to the seller.

Subagency is another type of seller agency. In the Listing Agreement, the seller may authorize the listing company to extend the agency relationship outside itself and its agents. This relationship, called subagency, allows real estate agents from other companies to show the home to buyer customers, meaning, buyers who have not entered into a written buyer agency agreement. In this situation, the listing agent and subagent both represent the seller, while the buyer remains unrepresented.

Seller Agents, as With All Agents, Are Obligated by a Code of Ethics:

- To respond honestly to questions about the property from the buyer.
- To disclose material adverse facts about the property to the buyer.
- To present all buyer offers to the seller promptly.

How Seller Agency Affects the Buyer.

The seller's agent can be helpful to the buyer in a variety of ways. The seller's agent can show the buyer available properties, describe the attributes and amenities of properties, provide information about sources of financing, and submit the buyer's offer to purchase. These are called "ministerial acts". They do not bring about an agency relationship between the buyer and sales agent.

BUYER AGENCY

Just as a written Listing Agreement is required to represent the seller, a written Buyer Representation Agreement is required to represent a buyer, referred to as **Buyer Agency**.

The buyer agent owes the buyer the duties of reasonable care: loyalty, disclosure, confidentiality, diligence and accounting. Additionally, the buyer agent should disclose any material facts or information about the property which are reasonably known to the buyer agent.

Buyers Agents Are Obligated to Reveal to Buyers*:

- Any known willingness of the seller to accept a lower price.
- Facts relating to the urgency of the seller's need to dispose of the property.
- The agent's relationships to the seller or interest in the property for sale.
- Facts affecting the value of the property.
- The length of time the property has been on the market and all other offers or counteroffers.
- Information that would affect the buyer's ability to obtain the property at the lowest price and on the most favorable terms.

**To the extent reasonably known to the Buyer Agent.*

MLB

MARYLAND
EXCLUSIVE RIGHT TO REPRESENT BUYER/TENANT AGREEMENT

This Agreement is made on 09/19/23 (date) between Miranda Barkdoll, ("Buyer") and Long & Foster Real Estate, Inc. ("Broker"). In consideration of services and facilities, the Broker is granted the right to represent the Buyer in the acquisition of real property (As used in this Agreement, "acquisition of real property" shall include any purchase, option, exchange or lease of property or an agreement to do so; the term "Seller" shall also mean "Landlord," and the term "Buyer" shall also mean "Tenant". The term "purchase," "purchased," "lease," or "leased" as used herein means any written offer made by the Buyer for the purchase, option to purchase, exchange or lease of any real property which offer has been accepted by Seller).

1. **TERM.** This Agreement begins when signed and, subject to Paragraph 11, terminates at 11:59 a.m./p.m. on 12/31/23 .

2. **RETAINER FEE.** The Broker Long & Foster Real Estate, Inc. (firm name) acknowledges receipt of a retainer fee in the amount of $ 0.00, which shall be subtracted from any compensation due the Broker under this Agreement. The retainer is non-refundable and is earned when paid.

3. **BROKER DUTIES.** (a) The Broker shall use professional real estate knowledge and skills to represent the Buyer in a diligent and effective manner and to locate property which is available for purchase and suitable to the Buyer; (b) unless the Broker is also representing the Seller, the Broker shall represent solely the interest of the Buyer in all negotiations and transactions regarding the acquisition of real property, and repudiate any agency or subagency relationship with the Seller or the company representing the Seller and shall not claim the subagency compensation offered to the selling broker in the Multiple Listing Service; (c) if the Broker represents the Seller as well as the Buyer (i.e., disclosed dual agency), the Broker may not disclose to the Buyer information obtained within the confidentiality and trust of the client relationship with the Seller, nor disclose to the Seller information obtained within the confidentiality and trust of the client relationship with the Buyer, without the consent of the party adversely affected by the disclosure unless otherwise required by law; (d) the Broker may represent other buyers who may be interested in the same property as the Buyer.

4. **MINISTERIAL ACTS.** The Broker and sales associates of Broker may perform ministerial acts, which are acts that assist another personto complete or fulfill a sale or lease with the client of the Broker and sales associate and which do not involve discretion or exercise of Broker and sales associate's own judgment.

5. **BUYER'S DUTIES.** The Buyer shall: (a) work exclusively with the Broker during the term of this Agreement; (b) pay the Broker directly or indirectly, the compensation set forth below; (c) comply with the reasonable requests of the Broker to supply any pertinent financial or personal data needed to fulfill the terms of this Agreement; (d) be available during Broker's regular working hours to view properties.

6. **FAIR HOUSING:** Federal, State, and Local Fair Housing laws grant broad protections from discrimination in housing. **It is unlawful to discriminate based upon certain protected characteristics, which include, but are not limited to, race, color, religion, sex, national origin, disability, familial status, marital status, sexual orientation, gender identity, and source of income.** Buyer agrees to comply with all such Federal, State, and Local Fair Housing laws. Some buyers attempt to stand out to a seller by submitting a letter, photo, or video to describe why the seller should select their offer. Such conduct may raise fair housing concerns, and could expose Buyer and Broker to possible violation of Fair Housing laws. To avoid seller consideration of such characteristics when selecting an offer, Buyer agrees not to prepare or submit a letter, photo, video, or any other similar items and instructs and directs Broker to remove from any offer, counter-offer, or any other communication exchanged during the transaction, any letters, photographs, videos or any other similar items other than the contract documents.

Buyer MLB /

7. PURPOSE. The Buyer is retaining the Agent to acquire the following type of property:
residential

8. COMING SOON NOTICE: Properties that are not currently available but will be soon, may be listed in the MLS under the status "Coming Soon". MLS subscribers can view these listings however, they are not syndicated to public real estate websites. Additionally, these properties may not be shown. The "Coming Soon" status will be updated automatically to "Active" on the expected on-market date, or sooner, as determined by the seller.

9. 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. 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, premiums paid for flood insurance on the Property may not be indicative of premiums that will apply after the Property is purchased. Detailed information regarding 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 may be obtained at: **http://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**

10. BROKER'S FEE. The Buyer shall pay the Broker (less the retainer fee) compensation in the amount of $395.00 plus **2.5% of purchase price** ("Broker's Fee") in cash, if during the term of this Agreement, the Buyer enters into a contract to acquire any property, as described above, whether through the services of the Broker, or otherwise. Any compensation paid to the Broker by the Seller or a listing company shall be credited against the compensation due under this Agreement. The Broker may retain any additional compensation offered by the seller's representative, even if this causes the compensation paid to the Broker to exceed the fees specified above. In no case shall the compensation be less than the fees specified above.

This Agreement shall also apply to any property presented to the Buyer by the Broker during the term of the Agreement when a contract is entered into within **0** days after the termination date of this Agreement unless the Buyer has entered into a subsequent Exclusive Right to Represent Buyer Agreement with another Broker, in which event no additional compensation shall be due under this Agreement. Any obligation to pay the Broker compensation incurred under this Agreement survives the termination of this Agreement.

11. CANCELLATION. Either party may cancel this Agreement with **3** days written notice to the other. However, if Buyer enters into a Contract of Sale to purchase a property which was presented to Buyer by Broker prior to cancellation, Paragraph 10 shall remain in full force and effect even if Buyer has entered into a subsequent Exclusive Right to Represent Buyer Agreement.

12. INTRA-COMPANY AGENT REPRESENTATION. When the Buyer and Seller are each represented by sales associates of the Broker, the Broker is a dual agent. Dual agency is permitted only when disclosed and with the knowledge and written consent of both parties. However, the sales associate assigned by the Broker as an intra-company agent may continue to provide the same services that a buyer's agent can provide on a property listed with another broker.

Check One: [X] The Buyer consents to intra-company agent and disclosed dual agency representation, **OR** [ ] The Buyer does not consent to intra-company agent and disclosed dual agency representation (which means the Buyer chooses not to be shown and not to purchase any properties listed by Broker).

Buyer MB / ________

13. ATTORNEY'S FEES. In the event that any dispute or disagreement arises (a) under this Exclusive Right to Represent Buyer Agreement or (b) under any agreement made by and between Buyer and any Seller resulting in Broker being made a party to any litigation or Broker is required to bring litigation or to retain legal counsel, Buyer agrees to indemnify Broker for all costs, attorney's fees and legal expenses incurred by Broker as a result thereof, provided that the litigation does not result in a judgment against Broker for acting improperly under this Agreement or any agreement made by and between Buyer and Seller.

14. OTHER PROVISIONS.

15. DISCLAIMER. The Buyer acknowledges that the Broker is being retained solely as a real estate agent and is not an attorney, tax advisor, lender, appraiser, surveyor, structural engineer, home inspector or other professional service provider. The Buyer is advised to seek professional advice concerning the condition of the property or concerning legal or tax matters.

16. EQUAL OPPORTUNITY. Properties shall be shown and made available to the Buyer without regard to race, color, religion, sex, handicap, familial status, or national origin as well as all classes protected by federal, state and local laws.

17. MISCELLANEOUS. This Agreement, any exhibits and any addenda signed by the parties constitute the entire agreement between the parties and supersede any other written or oral agreements between the parties. This Agreement can only be modified by written agreement of the parties.

(Note: The Buyer should consult with the sales associate representing Buyer before visiting any resale or new homes or contacting any other REALTOR® representing Sellers, to avoid the possibility of confusion over the agency relationship, procuring cause and compensation.)

I/We acknowledge that I/we have read and understood Pages 1, 2 and 3 of this form.

Miranne Buell 9/17/23	Long & Foster Real Estate, Inc.
Buyer/ Tenant Signature — Date	Brokerage Firm
	19833 Leitersburg Pike
Buyer/ Tenant Signature — Date	Address
	Hagerstown , MD 21742
	City, State, Zip Code
Address	Broker/Sale Associate Signature
City, State, Zip Code	Sheila Mangum
	Sales Associates Printed Name
Telephone:	Telephone: (301) 797-2300 (240) 818-8831
Buyer/ Tenant 1 Email:	Email: SHEILA.MANGUM2@LongandFoster.com
Buyer/ Tenant 2 Email:	
Buyer/ Tenant 3 Email:	

Maryland REALTORS®

Consumer Notice to Buyers of Residential Real Estate in Maryland
(Include with Exclusive Buyer/Tenant Representation Agreement)

Buyers of residential real estate in Maryland are advised to inquire about the following items:

COVENANTS RUNNING WITH THE LAND: Covenants running with the land are agreements that stipulate that ownership of the land cannot be transferred unless the new owner agrees to continue to abide by the covenants. They cannot be separated from the land and transfer with it. For example, an individual might own property subject to a covenant that requires the property to be used for charitable purposes only. A buyer who purchases the property must agree to use the property for charitable purposes only.

DEED RESTRICTIONS: Deed restrictions are provisions in a deed that limit the use of the property. With some exceptions, deed restrictions cannot be removed by the new owner.

EASEMENTS: An easement is a right, privilege, or interest that one party has in the land of another. There are many types of easements, including, conservation easements, utility easements, gas line easements, and power line easements. Easements may be in property deeds or title papers, and are part and parcel of the land they affect.

LEASES: A lease is any agreement that gives rise to a landlord/tenant relationship. Unless otherwise specified in the agreement, the buyer of a property occupied by a tenant under a lease is bound by the conditions and terms of the lease.

ONSITE SEWAGE DISPOSAL SYSTEMS (OSDS) WITH BEST AVAILABLE TECHNOLOGY (BAT): An OSDS is a wastewater treatment system that discharges the treated effluent into the ground. An OSDS with best available technology reduces nitrogen levels. If an OSDS system with BAT is installed on the property, Seller may have used state funds to purchase the system. If state funds were used to purchase the system, the property may be encumbered by an easement that obligates the owner of the property to comply with certain requirements such as maintaining the system and allowing the Maryland Department of the Environment and the county/city in which the property is located to inspect the system. Buyer is advised to inquire about the terms under which an OSDS system with BAT was installed on the property and check with the appropriate city/county agency.

PROPANE TANKS: Propane is a source of energy that is used for heating homes and water, cooking and refrigerating food, drying clothes, and fueling gas fireplaces and barbecue grills. Propane tanks may be owned or leased. If a propane tank is installed on the property, Buyer is advised to inquire about the terms under which the propane tank was installed, how to transfer the ownership or lease, and any costs associated with the transfer.

HOME SECURITY SYSTEMS THAT RECORD AUDIO: Buyer is advised that Maryland law prohibits **audio recording** of private conversations without the consent of all parties.

SOLAR PANELS: Solar panels are devices that convert light into electricity. If solar panels are installed on the property, Buyer is advised to inquire about the terms under which the solar panels were installed, how to transfer the ownership or lease, and any costs associated with the transfer.

WIRE FRAUD THROUGH EMAIL: Buyer is advised to never trust wiring instructions sent via email. Cyber criminals are hacking email accounts and sending emails with fake wiring instructions. These emails are convincing and sophisticated. Buyer should always independently confirm wiring instructions in person or via a telephone call to a trusted and verified phone number. Buyer should never wire money without double-checking that the wiring instructions are correct.

DEPOSIT HELD BY ESCROW AGENT: Buyer is advised that an escrow agent, other than a Maryland licensed real estate broker, is not subject to the same legal requirements that Maryland licensed real estate brokers are under the Maryland Real Estate Brokers Act concerning the holding and the release of deposit monies. If the deposit is going to held by a third party other than by a Maryland licensed real estate broker involved in the transaction, the parties are required to enter into a separate written escrow agreement, binding upon the parties and the escrow agent that complies with Section 10-802 of the Real Property Article, Annotated Code of Maryland.

SMOKE ALARMS: Buyer is notified that there were changes in Maryland law regarding smoke alarms and smoke detectors (Section 9-101 et seq. of the Public Safety Article, Annotated Code of Maryland). The type of smoke alarm required in a dwelling depends upon the age of the property. As of January 1, 2018, among other changes, no alarm—battery powered or hard-wired—may be older than 10 years from the date of manufacture, and if battery powered, be sealed, tamper resistant units incorporating a silence/hush button, which use long-life batteries. There are penalties for non-compliance. Additionally, some jurisdictions have more stringent rules for new construction or for rentals. Buyer is advised to inquire about smoke alarm compliance. Buyer may view the smoke alarm requirements at: **http://mgaleg.maryland.gov/mgawebsite/Laws/StatuteText?article=gps&section=9-101&enactments=false** Buyer may contact the local fire marshal to obtain additional information about the smoke alarm law.

Wimmer Bull 9/17/23

Buyer Signature	Date	Buyer Signature	Date

LF410

U.S. Department of
Housing and Urban
Development
Federal Housing Administration (FHA)

OMB Approval No: 2502-0538
(exp. 06/30/2021)

For Your Protection: Get a Home Inspection

Why a Buyer Needs a Home Inspection

A home inspection gives the buyer more detailed information about the overall condition of the home prior to purchase. In a home inspection, a qualified inspector takes an in-depth, unbiased look at your potential new home to:

Evaluate the physical condition: structure, construction, and mechanical systems; Identify items that need to be repaired or replaced; and
Estimate the remaining useful life of the major systems, equipment, structure, and finishes.

You Must Ask for a Home Inspection

A home inspection will only occur if you arrange for one. FHA does not perform a home inspection.

Decide early. You may be able to make your contract contingent on the results of the inspection.

Appraisals are Different from Home Inspections

An appraisal is different from a home inspection and does not replace a home inspection. Appraisals estimate the value of the property for lenders. An appraisal is required to ensure the property is marketable. Home inspections evaluate the condition of the home for buyers.

FHA Does Not Guarantee the Value or Condition of your Potential New Home

If you find problems with your new home after closing, FHA cannot give or lend you money for repairs, and FHA cannot buy the home back from you. Ask a qualified home inspector to inspect your potential new home and give you the information you need to make a wise decision.

Radon Gas Testing and other safety/health issues

The United States Environmental Protection Agency and the Surgeon General of the United States have recommended that all houses should be tested for radon. For more information on radon testing, call the toll-free National Radon Information Line at 1-800-SOS-Radon or 1-800-767-7236.

Ask your home inspector about additional health and safety tests that may be relevant for your home.

Be an Informed Buyer

It is your responsibility to be an informed buyer. You have the right to carefully examine your potential new home with a qualified home inspector. To find a qualified home inspector ask for references from friends, realtors, local licensing authorities and organizations that qualify and test home inspectors.

MLB

LONG & FOSTER REAL ESTATE

Office: Hagerstown
Address: 19833 Leitersburg Pike
Hagerstown ,MD 21742
Phone: (301) 797-2300

BUYER HOME
WARRANTY DISCLOSURE

Property Address: 261 PROSPECT ST S
HAGERSTOWN ,MD 21740 WASHINGTON
(City/State/Zip) (County)

Buying a Home with a Home Warranty

A Home Warranty is a residential service agreement that provides for the repair or replacement of a home's covered mechanical systems and major appliances that break down due to normal wear and tear. Depending on the terms of the particular agreement, Home Warranty coverage may be in effect for a full year after settlement.

Having a Home Warranty in place may reduce the likelihood of incurring unexpected and often costly repair bills on covered systems and appliances in your new home.

Typical components a Home Warranty could cover (depending on warranty provider) may include:

- Air Conditioning
- Door Bell Chimes
- Garbage Disposal
- Hot Water Heater
- Ceiling Fans
- Trash Compactor
- Central Vacuum
- Electrical System
- Garage Door Opener
- Microwave (built-in)
- Plumbing System
- Washer/Dryer
- Dishwasher (built-in)
- Faucets
- Heat
- Oven/Range
- Refrigerator
- Water Softener

Long & Foster encourages its buyers to obtain a Home Warranty and to that end, we can make available various brochures and product descriptions for you to review so that you can make an informed decision regarding Home Warranty coverage.

After having read the foregoing, we hereby acknowledge that a Long & Foster sales associate has made available to us certain information concerning Home Warranty programs. We understand that we may choose to accept or decline any or all of the programs presented to us.

☐ I am interested in Home Warranty coverage ☒ Decline Home Warranty

[signature] 9/17/23
Buyer Date

Buyer Date

Buyer Date

REALTOR®
LF320

EQUAL HOUSING OPPORTUNITY
8/11

LONG & FOSTER
REAL ESTATE

ALERT

Important Consumer Information

REALTOR® EQUAL HOUSING OPPORTUNITY

Anti-Fraud Disclosure Statement

Electronic communications such as e-mail, text messages and social media messaging are neither secure nor confidential. While **Long & Foster Real Estate, Inc. (Long & Foster)** has adopted policies and procedures to aid in avoiding fraud, even the best security protections can still be bypassed by unauthorized parties. Long & Foster will never send you any electronic communication with instructions to transfer funds or to provide nonpublic personal information, such as credit card, bank account or taxpayer identification numbers.

YOU SHOULD NEVER TRANSMIT NONPUBLIC PERSONAL INFORMATION, SUCH AS CREDIT OR DEBIT CARD, BANK ACCOUNT OR ROUTING NUMBERS, BY EMAIL OR OTHER UNSECURED ELECTRONIC COMMUNICATION. EMAILS ATTEMPTING TO INDUCE FRAUDULENT WIRE TRANSFERS MAY APPEAR TO COME FROM A TRUSTED SOURCE.

Please be aware that there are numerous e-mail phishing scams that involve fraudulent requests to wire funds in conjunction with a real estate transaction. Long & Foster recommends that if you receive any electronic communication directing you to transfer funds or provide nonpublic personal information, EVEN IF THAT ELECTRONIC COMMUNICATION APPEARS TO BE FROM A REPRESENTATIVE OF LONG & FOSTER, do not respond. Such requests, even if they may otherwise appear to be from Long & Foster, could be part of a scheme to defraud you by misdirecting the transfer of sale proceeds or using your identity to commit a crime.

If you should receive wiring instructions via electronic means that appear to be from a legitimate source involved in your real estate transaction, you should verify - using contact information other than that provided in the communication - that the instructions were sent by an actual representative of the requesting company. Conversely, if you have provided wiring instructions to a third party, it is important to confirm with the representative of said company that the wire instructions are not to be substituted without your verified written consent. If you have received wiring instructions that appear to be from Long & Foster, a settlement company or any other entity, please contact the representative with whom you are working at Long & Foster (in person or by telephone) for assistance. ***Please remember that when wiring funds, never rely exclusively on an e-mail, fax or text communication.***

ACKNOWLEDGMENT: I/we have read this Anti-Fraud Disclosure Statement and understand that Long & Foster will never send me/us any electronic communication with instructions to transfer funds or provide financial account numbers or other nonpublic personal information.

Miriam Bull 9/17/23

Signature	(Date)	Signature	(Date)
Signature	(Date)	Signature	(Date)

LONG & FOSTER®
REAL ESTATE

Mutual Agreement to Mediate & Arbitrate Certain Disputes
Buyer Agency Agreement (or similar buy-side agency or representation agreement)

This Mutual Agreement to Mediate & Arbitrate Certain Disputes (this "Mediation & Arbitration Agreement") is hereby incorporated into and made part of Client's/Customer's Buyer Agency Agreement (or similar buy-side agency or representation agreement) (the "Agreement") as if it were set forth in full in the Agreement. Client/Customer is referred to below as "you" or "your"; Long & Foster Real Estate, Inc. (dba Evers & Company Real Estate, Fonville Morisey Realty, Northrop Realty, Urban Pace, and Virginia Properties) is referred to as "Broker"; and Broker and its ultimate parent company, HomeServices of America, Inc., and their affiliates, subsidiaries, employees, and agents are collectively referred to as "Broker-Related Party". Broker-Related Party and you are individually referred to as a "party," and, collectively, the "parties." Any Broker-Related Party may enforce this Mediation & Arbitration Agreement and the Agreement.

The Agreement may contain certain dispute-resolution terms, provisions, or sections that conflict, in whole or in part, with the terms of this Mediation & Arbitration Agreement. Client/Customer and Broker hereby agree that any conflicting dispute-resolution terms, provisions, or sections in the Agreement are stricken in their entirety, and that the terms of this Mediation & Arbitration Agreement supersede and replace all such conflicting dispute-resolution terms, provisions, or sections in their entirety.

Agreement to Mediate and Small Claims Option:

If a dispute or other claim or controversy between you and a Broker-Related Party (collectively, "Claims") arises out of the Agreement, or a breach of the Agreement, and if the parties cannot settle the Claims informally, then the parties first must attempt to resolve the Claims by mediation administered by the American Arbitration Association ("AAA") under its Commercial Mediation Procedures in effect on the date of the Agreement (**www.ADR.org**).

If you can show that you cannot afford the initial mediation fee, if any, then the Broker-Related Party will pay that initial mediation fee, but you must pay your own attorney's fees and costs for the mediation and your pro rata share of the AAA's post-filing mediation fees and costs. If a small-claims or equivalent court ("Small Claims Court") in the county where Broker's principal business office is located (the "County Jurisdiction") has jurisdiction over the Claims, and you want to resolve the Claims in the Small Claims Court, then the Broker-Related Party will waive the mediation and arbitration requirements in this Mediation & Arbitration Agreement and the parties will finally resolve the Claims in the Small Claims Court, on the condition that you waive in writing your rights, if any, to (a) appeal the final judgment or decision of the Small Claims Court; or (b) remove or transfer the case from the Small Claims Court to another court.

Agreement to Arbitrate and Excluded Claims:

If the parties cannot resolve the Claims as set forth above, then, unless limited below, they must submit and resolve the Claims using binding arbitration conducted by the AAA under its Commercial Arbitration Rules ("AAA Rules") (see **www.ADR.org**) in effect on the date of the Agreement, except to the extent that this Mediation & Arbitration Agreement conflicts with the AAA Rules. Alternatively, the parties may agree in writing to use another arbitration provider and/or different rules for the arbitration. You are not, however, required to arbitrate Claims that you are authorized by law or regulation to file in an administrative agency, commission, or board, unless the law or regulations governing these types of Claims require or allow you to first bring them in arbitration.

Arbitration & Arbitrator:

The Broker-Related Party or you must commence the arbitration by filing a written demand with the AAA (or the other chosen arbitration provider). The arbitration will take place in the County Jurisdiction. If you can show that you cannot afford the initial arbitration filing fee, then the Broker-Related Party will pay your initial filing fee, but you must pay your own attorney's and expert fees and costs and your pro rata share of the AAA's or other arbitration provider's post-filing fees and costs. The AAA or other arbitration provider must designate one neutral arbitrator for the arbitration. The Agreement evidences a transaction involving interstate commerce and it must be interpreted as such and the arbitration conducted under the Federal Arbitration Act ("FAA").

The arbitrator will have the exclusive authority to resolve any Claims between the parties relating to the formation, enforceability, enforcement (including by non-signatories to the Agreement), applicability, waiver, or interpretation of this Mediation & Arbitration Agreement under the FAA, including whether all or any part of this Mediation & Arbitration Agreement is void or voidable. The arbitrator must rule on (a) his or her jurisdiction, including any objections with respect to the existence, scope, or validity of this Mediation & Arbitration Agreement; (b) the arbitrability of any Claims; and (c) the existence or validity of the Agreement. The arbitrator must interpret this Mediation & Arbitration Agreement as an enforceable contract independent of the other terms of the Agreement, and the arbitrator's decision that the Agreement, or any other part of the Agreement, is null and void will not for that reason alone render this Mediation & Arbitration Agreement as invalid or unenforceable.

Discovery and Confidentiality:

The arbitrator may order discovery sufficient to enable a full and fair exploration of the facts and legal issues underlying the Claims, consistent with the expedited nature of arbitration. The parties and the arbitrator must keep all aspects of the arbitration confidential and not make them part of the public record, including all (a) pleadings, motions, discovery, memoranda, and other work product in the parties' or the arbitrator's files that were prepared for use in an arbitration hearing or conference or used in an arbitral award; and (b) communications made by or to a party, the arbitrator, or any other person in or in connection with the arbitration (the "Confidential Materials"). The parties must not disclose any Confidential Materials in any judicial or administrative proceeding, except that a party may disclose certain Confidential Materials if the parties agree in writing to waive confidentiality over the Confidential Materials.

Award Limitations:

The arbitrator may award a party any remedy that would have been available had the parties litigated the Claims in court, including money damages and injunctive relief. The arbitrator, however, cannot issue any award that includes any punitive, special, consequential, incidental, indirect, or exemplary damages. Any arbitrator determination, finding, or award will be final and binding on the parties, and either party may confirm any of them in a court with jurisdiction in the County Jurisdiction. Aparty cannot arbitrate any Claims unless the party commences the arbitration within the statutes of limitation governing the Claims.

Jury Waiver & Class Action Waiver:

THE PARTIES WILL HAVE ALL THE RIGHTS AND BENEFITS OF ARBITRATION, BUT THEY ARE HEREBY GIVING UP THEIR RIGHTS TO RESOLVE THEIR CLAIMS IN A COURT OR JURY TRIAL. **The parties must submit their own, individual Claims for resolution in the arbitration. The parties hereby waive the following rights:** (a) the right to represent the interests of any other person or join or consolidate any Claims by or against third parties; (b) the right to bring, join, or maintain any Claims (in arbitration or otherwise) where the party or another person seeks to act (i) as a representative or member of a class, collective, or mass action, (ii) in the general-public interest, or (iii) in any private-attorney-general capacity; and (c) the right to participate in a class-action lawsuit or class-wide arbitration; and (d) the right to participate as a representative or member in a class arbitration or any consolidation of individual arbitrations (collectively, the "Class Action Waivers"). The Class Action Waivers will control and supersede any contrary agreements, statements, or rules in the AAA Rules or other arbitration provider's rules.

Validity

If any part of this Mediation & Arbitration Agreement, other than the Class Action Waivers, is determined to be invalid or unenforceable, then the remaining parts this Mediation & Arbitration Agreement still will remain fully enforceable. If any part of the Class Action Waivers is determined to be unenforceable against a party or another person, then the party or the other person will have the unilateral right to determine whether to proceed in arbitration or require that the Claims be brought in a court with jurisdiction over the Claims, on the condition that a determination that the Class Action Waivers are unenforceable will be subject to appeal.

Long & Foster Real Estate, Inc.

Client/Customer Signature	Date	Agent Signature	9/17/23 Date
Client/Customer Signature	Date	Branch Manager Signature	Date
Client/Customer Signature	Date		
Client/Customer Signature	Date		

MCB

LF364BA Rev 1.13.23

Maryland REALTORS®

EQUAL HOUSING OPPORTUNITY

FAIR HOUSING ACT

When Does a REALTOR® Use the Equal Housing Opportunity Logo?

The Fair Housing Act itself does not require the use of the Equal Housing Opportunity logo or slogan, "Equal Housing Opportunity," in any ad. However, using the logo regularly is good evidence of the company's commitment to fair housing compliance. The Equal Housing Opportunity logo is a picture of a small house with the words "Equal Housing Opportunity" directly beneath it. The small house picture cannot be used without the words "Equal Housing Opportunity" beneath it, but the words can be used without the small house pictured.

According to HUD guidelines, all advertising of residential real estate for sale or rent should contain an equal housing opportunity logotype, statement, or slogan as a means of educating the home-seeking public that the property is available to all persons, regardless of race, color, religion, sex, handicap, familial status, or national origin. The choice of logotype, statement, or slogan will depend on the type of media used and the size of the advertisement.

GET THE EQUAL HOUSING OPPORTUNITY LOGO:

Go to www.hud.gov Search... Equal Housing Logo

ADD THE EQUAL HOUSING OPPORTUNITY STATEMENT TO YOUR BUSINESS PLAN:

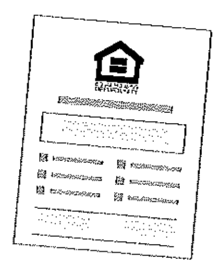
We are pledged to the letter and spirit of U.S. policy for the achievement of equal housing opportunity throughout the Nation. We encourage and support an affirmative advertising and marketing program in which there are no barriers to obtaining housing because of race, color, religion, sex, handicap, familial status, or national origin.

Guidelines for Using the Equal Housing Opportunity Logo
(in all ads of four column inches or larger) are available at: www.hud.gov/fairhousing

DISPLAY THE HUD FAIR HOUSING POSTER

Get the HUD Fair Housing Poster by visiting www.hud.gov

Fair Housing Regulations Require the Display of the HUD Fair Housing Poster at the Brokerage Office and at Dwellings Under Construction.



MLB

Visit our website, **mdrealtor.org/FairHousing** to learn more.

031821

Maryland REALTORS®

EQUAL HOUSING OPPORTUNITY

PROTECTED CLASSES AND THEIR DEFINITIONS*

FEDERAL

- **COLOR:** Pertaining to a person's skin color
- **FAMILIAL STATUS:** Families in which one or more children under 18 lives with: a parent; a person who has legal custody of the child or children; or the designee of the parent or legal custodian, with the parent or custodian's written permission. Familial status protection also applies to pregnant women and anyone securing legal custody of a child under 18.
- **NATIONAL ORIGIN:** Refers to the geographic area in which a person was born, or from where their ancestors came.
- **PHYSICAL OR MENTAL DISABILITY:** In reference to you or someone close to you who: has a physical or mental disability (such as hearing, mobility, and visual impairments, including use of a guide dog; drug addiction and alcoholism, mental illness, intellectual or developmental disability, HIV or AIDS, or cancer) that substantially limits one or more major life activities; has a record of such a disability; or is regarded as having such a disability.
- **RACE:** Categories of physical characteristics and/ or genetic groupings of human populations.
- **RELIGION:** Participation with one of the world's structured religions; one's spiritual beliefs; inference of religion by place of worship.
- **SEX** (i.e., gender): Sexual orientation or gender identity per Presidential Feb 11, 2021 Exec. Order - see respective definitions.

MARYLAND

Includes All Federal Protections Listed Above Plus:

- **MARITAL STATUS:** The state of being single, married, separated, divorced, or widowed.
- **RACE:** The State of Maryland has expanded the definition of "race" to include traits associated with race including hair texture, afro hairstyles, and protective hairstyles (including braids, twists, and other hairstyles).
- **SEXUAL ORIENTATION:** A component of identity that includes a person's sexual and emotional attraction to another person and the behavior and/or social affiliation that may result from this attraction.
- **GENDER IDENTITY:** the gender-related identity, appearance, expression, or behavior of a person, regardless of the person's assigned sex at birth, which may be demonstrated by:
  1. Consistent and uniform assertion of the person's gender identity.
  2. Any other evidence that the gender identity is sincerely held as part of the person's core identity.
- **SOURCE OF INCOME:** Any lawful source of money that is paid to or for the benefit of a renter or buyer of housing and includes grants, government assistance, alimony, child support, pensions, annuities, legal gifts, or investment earnings.

LOCAL/COUNTIES

Includes All Federal And State Protections Listed Above Plus:

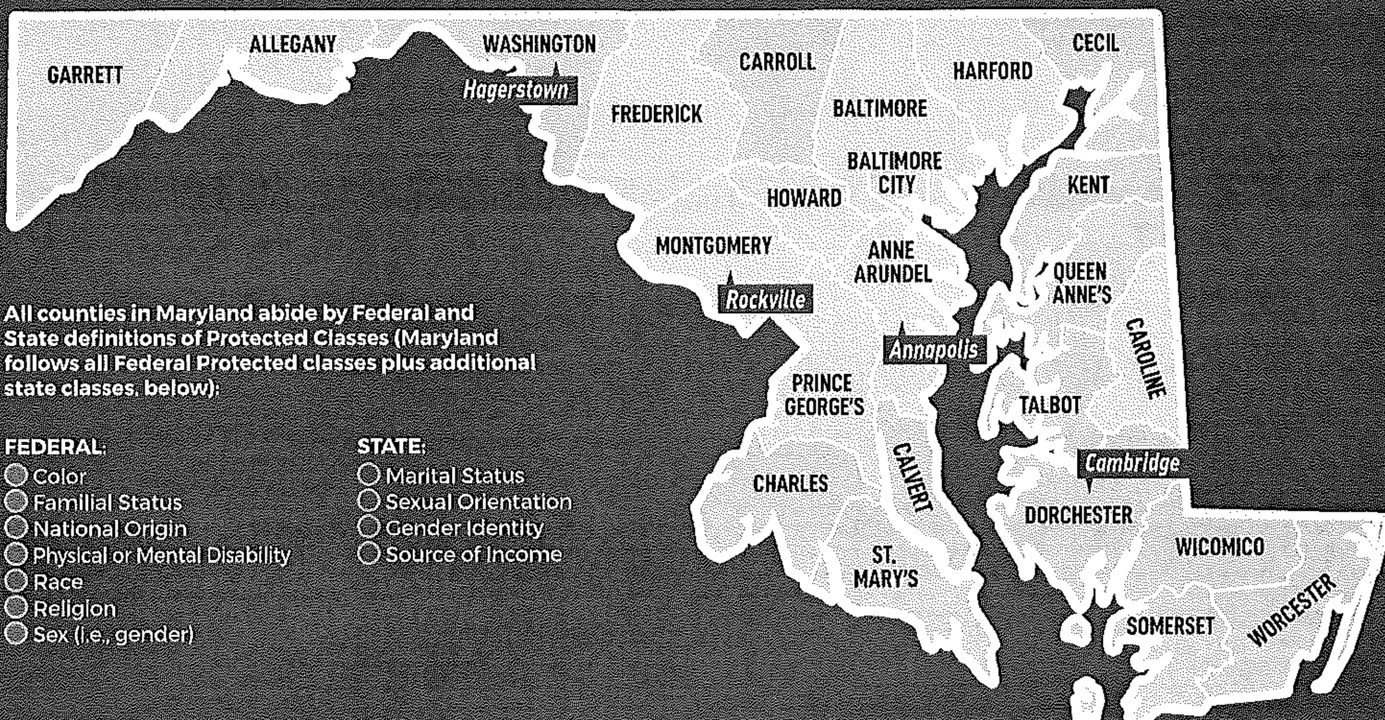
- **AGE:** Generally referring to adults 18 yrs & over.
- **ANCESTRY:** Line of descent.
- **CREED:** A person's beliefs; also, a summary of principles or opinions to which someone professes or adheres.
- **ETHNIC ORIGIN:** Cultural upbringing, including ceremonies and traditions.
- **FAMILY RESPONSIBILITY:** Refers to decisions based on an assumption of a person's care giving responsibilities, either childcare or care of another family member.
- **LAWFUL INCOME:** See 'Source of Income'.
- **OCCUPATION:** The principal lawful activity of one's life, generally including students, welfare recipients and retired persons.
- **PERSONAL APPEARANCE:** The outward appearance of any person, irrespective of sex, with regard to hair style, facial hair, physical characteristics or manner of dress.
- **POLITICAL OPINION:** The opinion of persons relating to government, the conduct of government, political parties, candidates for election or elected office-holders.
- **PRESENCE OF CHILDREN:** Households that include the temporary custody or permanent occupancy of persons under the age of 18 years.

* For detailed legal references by County, go to: www.mdrealtor.org/programs/housing-programs/fair-housing

Maryland REALTORS®

EQUAL HOUSING OPPORTUNITY

MARYLAND REALTORS® PROMOTES FAIR HOUSING



All counties in Maryland abide by Federal and State definitions of Protected Classes (Maryland follows all Federal Protected classes plus additional state classes, below):

FEDERAL:
- Color
- Familial Status
- National Origin
- Physical or Mental Disability
- Race
- Religion
- Sex (i.e., gender)

STATE:
- Marital Status
- Sexual Orientation
- Gender Identity
- Source of Income

PROTECTED CLASSES

Maryland counties and Baltimore City follow all Federal Protected classes plus additional state classes; the counties that follow these standards only are highlighted in purple. Several counties and cities have additional Protected Classes, as described below. For a chart version of Protected Classes, please visit **http://mdrealtor.info/ProtectedClasses**.

ALLEGANY

ANNE ARUNDEL
- Ancestry
- Citizenship/Immigration
- Creed
- Occupation

Annapolis
- Citizenship/Immigration

BALTIMORE COUNTY
- Age
- Creed
- Veteran/Military

BALTIMORE CITY
- Age
- Ancestry

CALVERT

CAROLINE
- Age

CARROLL

CECIL

CHARLES

DORCHESTER

Cambridge
- Age
- Ancestry
- Creed

FREDERICK COUNTY
- Age

GARRETT

HARFORD
- Age
- Creed
- Occupation
- Personal Appearance
- Political Opinion

HOWARD
- Age
- Creed
- Occupation
- Personal Appearance
- Political Opinion

KENT

MONTGOMERY
- Age
- Ancestry
- Creed
- Family Responsibility

Rockville
- Age
- Ancestry
- Ethnic Origin
- Genetics
- Veteran/Military

PRINCE GEORGE'S
- Age
- Citizenship/Immigration
- Genetics
- Occupation
- Personal Appearance

QUEEN ANNE'S

ST. MARY'S

SOMERSET

TALBOT

WASHINGTON

Hagerstown
- Age

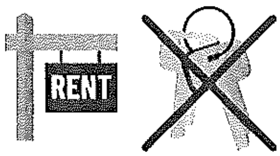
WICOMICO

WORCESTER

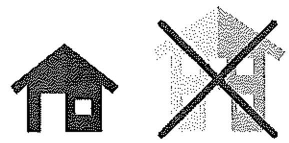
Maryland REALTORS®

EQUAL HOUSING OPPORTUNITY

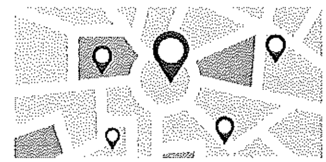
UNDER THE FAIR HOUSING ACT, IT IS ILLEGAL TO:



Refuse to rent to you or sell you housing because of your race, national origin, or any of the other Federal protected classes

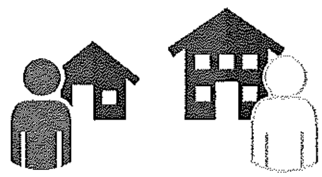


Tell you housing is unavailable when in fact it is available

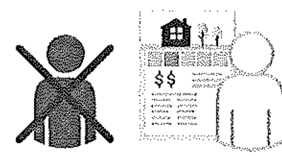


Show you apartments or homes only in certain neighborhoods

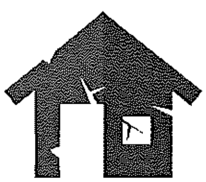
Set different terms, conditions, or privileges for sale or rental of a dwelling



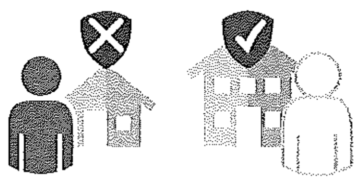
Provide different housing services or facilities



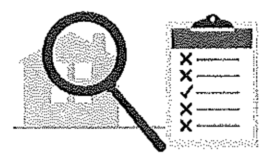
Advertise housing to preferred groups of people only



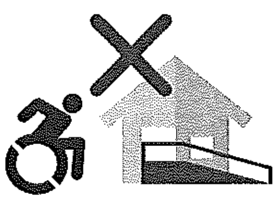
Fail to design and construct housing in an accessible manner



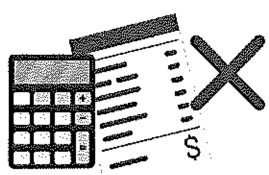
Deny you property insurance in a discriminatory manner



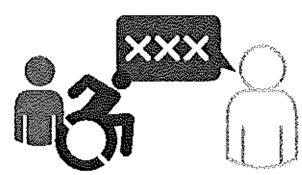
Conduct property appraisals in a discriminatory manner



Refuse to make reasonable accommodations for persons with a disability if the accommodation may be necessary to afford such person a reasonable and equal opportunity to use and enjoy a dwelling



Refuse to provide you with information regarding mortgage loans, deny you a mortgage loan, or impose different terms or conditions on a mortgage loan



Harass, coerce, intimidate, or interfere with anyone exercising or assisting someone else with their fair housing rights

How Do You Recognize Housing Discrimination?

If You Believe Your Rights Have Been Violated...

Call the Maryland Commission on Civil Rights at (410) 767-8600 or visit www.mccr.maryland.gov/Pages/Intake.aspx to initiate an inquiry.

Other resources include:

www.nationalfairhousing.org
www.fairhousingmd.org
www.mccr.maryland.gov
www.mdrealtor.org/programs/housing-programs/fair-housing

Visit our website, **mdrealtor.org/FairHousing** to learn more.

031821

ADDENDUM TO CONTRACT OF SALE

Addendum # **2** dated **10/11/2023** to Contract of Sale dated **09/19/2023**
between Buyer **Miranda Barkdoll**
and Seller **City of Hagerstown**
for Property known as **261 PROSPECT ST S** **HAGERSTOWN ,MD 21740**

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

Buyer and seller agree to extend settlement date to 12/29/23 or sooner, per seller's side request.

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

Miranda Barkdoll 10/11/2023

Purchaser	Date	Seller	Date
Purchaser	Date	Seller	Date

CITY OF HAGERSTOWN, MARYLAND

AN ORDINANCE TO APPROVE THE PURCHASE, REHABILITATION AND SALE OF A PROPERTY KNOWN AS 261 SOUTH PROSPECT STREET, HAGERSTOWN, MARYLAND

RECITALS

WHEREAS, the City of Hagerstown, Maryland operates Homeownership Program, utilizing Community Development Block Grant funds to purchase, rehabilitate and sell residential properties within the City of Hagerstown; and

WHEREAS, Paul Russo owns a property located at 261 South Prospect Street in Hagerstown, Maryland (hereinafter the "Property"); and

WHEREAS, the Property currently consists of four (4) substandard rental dwellings, has been vacant for an extended period of time and has become a blighting influence on the South Prospect Street neighborhood; and

WHEREAS, the Mayor and Council believe that the acquisition, rehabilitation and sale of the Property through the Homeownership Program is consistent with the community's City Center Plan Catalyst Project No. 8 as well as the goals and priorities of the Mayor and Council; and

WHEREAS the Mayor and Council believe it to be in the best interest of the citizens of the City of Hagerstown to do so;

NOW THERFORE, 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 aforegoing Recitals be and are hereby incorporated herein as if set forth verbatim.

2. That the purchase and rehabilitation of 261 South Prospect Street through the City's Homeownership Program be and is hereby approved.

3. That the Mayor be and is hereby authorized to execute and deliver the contract of sale for 261 South Prospect Street, a copy of which is attached hereto and incorporated herein by reference.

4. 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 contract of sale.

O-15-05

BE IT FURTHER RESOLVED, ENACTED AND ORDAINED THAT that the Mayor and Council hereby expressly determine that upon the completion of the acquisition and rehabilitation of 261 South Prospect Street, said property will no longer be needed for a public use and hereby authorize sale of said property to a private owner pursuant to the terms and conditions of the City's Homeownership Program.

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

Donna K. Spickler

Donna K. Spickler,
City Clerk

MAYOR AND COUNCIL OF THE
CITY OF HAGERSTOWN, MARYLAND

David S. Gysberts

David S. Gysberts, Mayor

Date of Introduction:	March 17, 2015
Date of Passage:	March 24, 2015
Effective Date:	April 24, 2015

PREPARED BY:
SALVATORE & BOYER, LLC
CITY ATTORNEYS

0-15-05

This Document Was Prepared By:
Tucker & Associates, PLLC
Lawrence Tucker, Esquire, MBA, MDB # 18313
Attorneys at Law
8521 Leesburg Pike, Suite 200B
Vienna, Virginia 22182

Grantee's Address:
One East Franklin Street
Hagerstown, MD 21740
Title Insurer: *Old Republic National Title Insurance Company (Robert Stone Agent)*

CONSIDERATION: **$76,000**

TAX MAP IDENTIFICATION NUMBER: **03-013251**

THIS DEED EVIDENCES A TRANSFER TO THE STATE OR AN AGENCY OF THE STATE AND IS EXEMPT FROM RECORDATION TAX UNDER MARYLAND TAX-REAL PROPERTY CODE SECTION 12-108(a)(1)(ii)-(iii) OF THE TAX PROPERTY ARTICLE OF THE ANNOTATED CODE OF MARYLAND.

SPECIAL WARRANTY DEED

THIS DEED is made on this 29 TH ~~st~~ day of April, 2015, by and between (i) **PAUL RUSSO**, an unmarried male, sole owner, hereinafter referred to as "Grantor", party of the first part and, (ii) **CITY OF HAGERSTOWN**, a Maryland Municipal Corporation, hereinafter referred to as "Grantee," party of the second part.

WITNESSETH, that for and in consideration of the sum of Seventy Six Thousand Dollars ($76,000), the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant, bargain, sell and convey to the Grantees, and their successors and assigns in fee simple absolute, as SOLE OWNER, and with SPECIAL WARRANTY OF TITLE, all that piece or parcel of land situate, lying and being in the Washington County, Maryland, and more particularly described as follow:

ALL that lot or parcel of ground, together with the improvements thereon and all rights, privileges and appurtenances thereunto belonging or in anywise appertaining, situate on the West side of South Prospect Street in Election District No. 3 of Hagerstown, Washington County, Maryland, and more particularly described as:

Beginning at the southeast corner of the lot now or formerly owned and occupied by Mrs. Louisa H. Fechtig, and running thence with the west marginal line of said South Prospect Street southwardly a distance of 50 feet, more or less, to the line of the property now or formerly owned by Mrs. Honora D. Miller, thence in a straight line westwardly and at right angles with said South Prospect Street a distance of 141 feet

0-15-05

7 1/2 inches, more or less, to a road, an extension of South Walnut Street, thence northwardly along said old road a distance of 50 feet, more or less, to the southwest corner of the aforesaid Lot of Mrs. Louisa H. Fechtig, thence along the southern line of said lot eastwardly a distance of 157 feet 10 inches, more or less, to the place of beginning. The lot hereby conveyed is designated as Lot No. 1 on the Plan of H. H. Keedy's Lot on the west side of South Prospect Street.

THE PROPERTY and **IMPROVEMENTS** thereon being known as 261 S Prospect Street, Hagerstown, MD 21740, with a Tax Map ID of 03-013251.

GRANTEE herein is prohibited from conveying captioned property for any sales price for a period of thirty (30) days from the date of this Deed. After this 30 day period, Grantee is further prohibited from conveying the property for sales price greater than $91,200 (One Hundred Twenty Percent (120%) of the short sales price) until ninety (90) days from the date of this Deed. These restrictions run with the Land and are not personal to the Grantee.

TOGETHER with buildings and all improvements thereon and all easements, rights, privileges, appurtenances and advantages thereto belonging or appertaining and all of the estate, right, title, interest, and claim, either at law or in equity, of Grantor of, in, to, or out of the Property;

SUBJECT to all restrictions, easements and other matters of record or otherwise visible on the Property or otherwise, if any, including the easements, covenants, restrictions, charges and liens in the subdivision declarations;

BEING the fee simple property conveyed to PAUL RUSSO, which acquired title by Special Warranty Deed made by TNT Properties, LLC, dated August 16, 2005 and recorded August 24, 2005 in Book 2757, Page 110 in the Clerk's Office of the Circuit Court of Washington County. For further derivation of Title, see Deeds of Record.

REFERENCE is hereby made to the aforesaid instruments and the references therein contained for more particular descriptions of the property herein conveyed. Grantor covenants that it warrants specially the Property hereby conveyed, and that they shall execute such further assurances of the Property as may be requisite.

THE BENEFITS AND OBLIGATIONS hereunder shall inure and shall be binding upon the heirs, executors, successors, and assigns of the respective parties hereto.

0-15-05

IN WITNESS WHEREOF, Grantor has executed this Deed as of the day and year first above written.

WITNESS:

______________________ [SIGNATURE]
PAUL RUSSO

State of ~~Maryland~~ Virginia)
County of Fairfax)

On this 29 th day of April, 2015, before me, Lawrence Tucker, the undersigned officer, personally appeared **PAUL RUSSO**, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within Deed, and acknowledged that he executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

____
Notary Public

My Commission Expires: 09/30/15 Serial Number: 330003

Return To:
Mark Boyer, Esquire
82 West Washington Street
Hagerstown, MD 21740

OFFICIAL SEAL
LAWRENCE TUCKER, ESQUIRE
I.D. # 330003
Notary Public
COMMONWEALTH OF VIRGINIA

TODD L. HERSHEY, TREASURER
TAXES PAID May 6, 2015

0-15-05

CERTIFICATE OF PREPARATION

THIS IS TO CERTIFY that the within instrument was prepared in accordance with Section 3-104(f)(1), of the Real Property Article of the Annotated Code of Maryland, by or under the supervision of the undersigned, Lawrence E. Tucker, Esquire, an attorney duly admitted to practice before the Court of Appeals of Maryland.

Lawrence E. Tucker, Esq., Attorney at Law

AFFIDAVIT AS TO TOTAL PAYMENT

THE undersigned certify under penalties of perjury, that the following is true to best of my/our knowledge, information and belief, in accordance with Section 10-912(b)(2) of the Tax General Article of the Annotated Code of Maryland (the "Withholding Law"):

1. That I am the transferors(s) of that real property described in the accompanying deed.

2. That Purchaser is not purchasing the residence as their Primary Residence.

3. The Purchaser is not a First Time Maryland Homebuyer as defined in the Annotated Code of Maryland, Tax-Property Article, §13-203(b)(1) and (2).

4. The amount of total payment for the purpose of the Withholding Law is Zero ($0) as Seller is a Maryland Resident, and selling his primary residence.

DATED this 29 th day of April 2015.

WITNESS:

TRANSFEROR

[SIGNATURE]

PAUL RUSSO

0-15-05

4961 0253

CLERK OF THE CIRCUIT COURT
WASHINGTON COUNTY

LR - Government
Instrument 0.00
Agency Name: city of
hag
Instrument List: Deed
Describe Other:
Reference/Control #:
========================
Total: 0.00
05/06/2015 01:16
CC21-SB
#4207013 CC0403 -
Washington
County/CC04.03.03 -
Register 03

This page not to be counted in calculating Recording Fee

Clerk of Circuit Court
Washington County, Maryland

Dennis J. Weaver, Clerk
24 Summit Avenue
Hagerstown, MD 21740
301-790-7991

For Clerks Use Only

Improvement Fee	~~$40.00~~
Recording Fee	~~$10.00~~
County Transfer Tax	
Recordation Tax	
State Transfer Tax	
Non-Resident Tax	
TOTAL	~~$50.00~~

0-15-05

CLERK OF THE CIRCUIT COURT WASHINGTON COUNTY

State of Maryland Land Instrument Intake Sheet

☐ Baltimore City ☑ County: Washington

Information provided is for the use of the Clerk's Office, State Department of Assessments and Taxation, and County Finance Office Only.

(Type or Print in Black Ink Only—All Copies Must Be Legible)

Space Reserved for Circuit Court Clerk Recording Validation

1 Type(s) of Instruments	(☐ Check Box if addendum Intake Form is Attached.)			
	X Deed / Deed of Trust	Mortgage / Lease	Other ____	Other ____
2 Conveyance Type Check Box	☐ Improved Sale Arms-Length [1]	☐ Unimproved Sale Arms-Length [2]	☐ Multiple Accounts Arms-Length [3]	☐ Not an Arms-Length Sale [9]
3 Tax Exemptions (if applicable) Cite or Explain Authority	Recordation			
	State Transfer			
	County Transfer			

4 Consideration and Tax Calculations

Consideration Amount		Finance Office Use Only — Transfer and Recordation Tax Consideration	
Purchase Price/Consideration	$ 76,000.00	Transfer Tax Consideration	$
Any New Mortgage	$ 0.00	X( )% =	$
Balance of Existing Mortgage	$	Less Exemption Amount -	$
Other:	$	Total Transfer Tax =	$
Other:	$	Recordation Tax Consideration	$
		X( ) per $500 =	$
Full Cash Value:	$	TOTAL DUE	$

5 Fees

Amount of Fees	Doc. 1	Doc. 2	
Recording Charge	$ 0.00	$	Agent:
Surcharge	$ 0.00	$	Tax Bill:
State Recordation Tax	$ 0.00	$	
State Transfer Tax	$ 0.00	$	C.B. Credit:
County Transfer Tax	$ 0.00	$	
Other	$	$	Ag. Tax/Other:
Other	$	$	

6 Description of Property

SDAT requires submission of all applicable information. A maximum of 40 characters will be indexed in accordance with the priority cited in Real Property Article Section 3-104(g)(3)(i).

District	Property Tax ID No. (1)	Grantor Liber/Folio	Map	Parcel No.	Var. LOG
03	013251	2757/110	0312	2201	☐ (5)

Subdivision Name	Lot (3a)	Block (3b)	Sect/AR (3c)	Plat Ref.	SqFt/Acreage (4)

Location/Address of Property Being Conveyed (2): 261 South Prospect Street, Hagerstown, MD

Other Property Identifiers (if applicable): | Water Meter Account No.:

Residential ☑ or Non-Residential ☐ | Fee Simple ☑ or Ground Rent ☐ Amount:

Partial Conveyance? ☐ Yes ☑ No | Description/Amt. of SqFt/Acreage Transferred:

If Partial Conveyance, List Improvements Conveyed:

7 Transferred From

Doc. 1 – Grantor(s) Name(s)	Doc. 2 – Grantor(s) Name(s)
Paul Russo	
Doc. 1 – Owner(s) of Record, if Different from Grantor(s)	Doc. 2 – Owner(s) of Record, if Different from Grantor(s)

8 Transferred To

Doc. 1 – Grantee(s) Name(s)	Doc. 2 – Grantee(s) Name(s)
City of Hagerstown, a Maryland Municipal Corporation	

New Owner's (Grantee) Mailing Address: One East Franklin Street, Hagerstown, MD 21740

9 Other Names to Be Indexed

Doc. 1 – Additional Names to be Indexed (Optional)	Doc. 2 – Additional Names to be Indexed (Optional)

10 Contact/Mail Information

Instrument Submitted By or Contact Person

Name: Robert B. Stone

Firm: Miller & Stone

Address: 120 North Potomac Street, Hagerstown, MD 21740

Phone: (301) 739-4700

☐ Return to Contact Person

☐ Hold for Pickup

☑ Return Address Provided

11 IMPORTANT: *BOTH* THE ORIGINAL DEED *AND* A PHOTOCOPY MUST ACCOMPANY EACH TRANSFER

Assessment Information

☐ Yes ☑ No Will the property being conveyed be the grantee's principal residence?

☐ Yes ☑ No Does transfer include personal property? If yes, identify: ____

☐ Yes ☑ No Was property surveyed? If yes, attach copy of survey (if recorded, no copy required).

Space Reserved for County Validation

Assessment Use Only – Do Not Write Below This Line

Terminal Verification | Agricultural Verification | Whole | Part | Tran. Process Verification

Transfer Number | Date Received: | Deed Reference: | Assigned Property No.:

Year	20	20	Geo.	Map	Sub	Block
Land			Zoning	Grid	Plat	Lot
Buildings			Use	Parcel	Section	Occ. Cd.
Total			Town Cd.	Ex. St.	Ex. Cd.	

REMARKS:

Distribution: White – Clerk's Office; Pink – Office of Finance; Canary – SDAT; Goldenrod – Preparer. AOC-CC-300 (5/2007)

0-15-05

CONTRACT OF SALE

THIS AGREEMENT is made this 24th day of March, 2015, by and between Paul Russo, a resident of Fairfax County, Maryland (hereinafter "Seller"), and The City of Hagerstown, a Maryland Municipal Corporation (hereinafter "Buyer" or "City"). Virginia

WHEREAS, the Seller is the owner of certain land in Hagerstown, Washington County, Maryland which he desires to sell; and 3-26-15

WHEREAS, the Buyer wishes to purchase land for rehabilitation and resale in connection with its HUD funded Homeownership Program;

NOW, THEREFORE, THIS AGREEMENT WITNESSETH: That the Seller, in consideration of the covenants hereinafter entered into by the Buyer, agrees to sell and does sell to the Buyer, and the Buyer agrees to buy and does buy, subject to the terms and conditions hereinafter set forth, all the following described property:

A tract of land known as 261 South Prospect Street, being all of the property acquired by the Seller by deed dated August 16, 2005 and recorded among the Land Records of Washington County, Maryland, in Liber 2757, folio 110, together with all buildings and other improvements situated thereon and all fixtures located on, attached to, or used in connection with the buildings and other improvements situated thereon and together with all and singular the rights and appurtenances pertaining to such land, including any right, title and interest of the Seller in and to adjacent streets, roads, alleys and rights of way and in, to and under any and all leases affecting such land (the "Premises"), at and for a total purchase price of Seventy Six Thousand and 00/100 Dollars ($76,000.00), payable on the date of settlement. The Buyer agrees to purchase said property and to pay to the Seller the sum as set forth above.

1. Settlement shall occur within thirty (30) days of the satisfaction of all contingencies but in no event later than April 28, 2015, at the office of Buyer's attorney.

2. Possession shall be given at the time of settlement, except that Buyer may enter upon the premises at any time and for any purpose reasonably necessary for the acquisition and development of the property by the Buyer. Buyer may make such changes and alterations to the premises as it deems desirable prior to settlement.

3. All costs of sale shall be borne by the Buyer except for the cost of the preparation of the deed which shall be borne by the Seller.

4. All rent, water rent, real estate and any and all public charges which may exist as liens upon the property shall be apportioned as of the date of settlement.

5. The above described property is to be held at the risk of the Seller until legal

0-15-05

title has passed.

6.a. Upon payment of the whole purchase money, Seller, on demand, agrees to execute and deliver to Buyer a good and sufficient deed of the above described premises, with covenants of special warranty and further assurances free of all liens and encumbrances, except those, if any, herein mentioned and such easements, conditions and restrictions, if any, to which the premises may now be subject. If the title should be found defective and cannot be perfected, then this Agreement shall be null and void. Prior to settlement, Buyer shall be entitled to receive a title report at Buyer's cost with respect to the property, and, in the event that such title report indicates matters of exception to title objectionable to Buyer, Buyer may terminate this Agreement, provided that Buyer notifies Seller of its intention to so terminate this Agreement within Fifteen (15) days of its receipt of such title report. Such title report shall be brought to date at the time of settlement and Buyer may terminate this Agreement if such title report contains any additional exceptions from the previous title report furnished to Buyer.

6.b. The parties hereby acknowledge that this Contract of Sale constitutes a "Short Sale" and the sale of the premises is contingent upon the release, discharge and cancellation of any and all liens or encumbrances on the premises by Buyer's Mortgagee(s), accepting as full satisfaction for any secured indebtedness the amount of the settlement proceeds. If Seller is unable to obtain the consent of Seller's Mortgagee(s) to release all liens on the premises in consideration of the settlement proceeds, then Seller may terminate this agreement at any time prior to settlement.

7. Notwithstanding any other provision of this Contract, Buyer shall have no obligation to purchase the Premises, and no transfer of title to the Buyer may occur, unless and until the City has provided Seller with a written notification that: (1) it has completed a federally required environmental review and its request for release of federal funds has been approved and, subject to any other Contingencies in this Contract, (a) the purchase may proceed, or (b) the purchase may proceed only if certain conditions to address issues in the environmental review shall be satisfied before or after the purchase of the property; or (2) it has determined that the purchase is exempt from federal environmental review and a request for release of funds is not required. The City shall use its best efforts to conclude the environmental review of the property expeditiously.

8. In addition to, and not in limitation of the contingency contained in provision 7 above, buyer shall have a period of thirty (30) days commencing on the Effective Date after contract and terminating at 5:00 p.m. Eastern time on the Expiration Date of the Feasibility Period (the "Feasibility Period") within which to conduct any and all examinations, verifications and studies, including without limitation, environmental, engineering and economic feasibility studies of the Property which Buyer may, at Buyer's sole and absolute discretion, deem necessary. If Buyer notifies Seller in writing on or before the Expiration Date of the Feasibility Period that Buyer, as the result of the studies and/or tests conducted by Buyer or for any reason whatsoever, does not desire to purchase the Property, then this Contract shall be deemed terminated, whereupon the parties hereto shall have no further obligations one to the other hereunder. ~~In the event that said inspection reveals damage to the property or otherwise needed repairs but Buyer elects to proceed~~

3-26-15

0-15-05

3-26-15

(A) RR

~~with the contract said repairs shall be made at Seller's expense.~~ Seller shall permit Buyer and Buyer's agents and employees to enter upon the Property at all times during the Feasibility Period for the purpose of conducting such studies and/or tests as Buyer shall deem appropriate, and Buyer shall indemnify and hold Seller harmless from and against any damages which Seller may incur as a result of Buyer's activities on the Property.

9.a. If Buyer defaults in performing any of Buyer's obligations under this Contract for any reason other than Seller's default or a permitted termination hereof by Buyer, then Seller shall be entitled to avail itself of any other right or remedy granted to it hereunder or at law or in equity.

9.b. If Seller defaults in performing any of Seller's obligations under this Contract for any reason other than Buyer's default or a permitted termination hereof, then Buyer may, at its option, (a) terminate this Contract, (b) compel specific performance of this Contract by Seller, or (c) avail itself of any other right or remedy granted to it hereunder or at law or in equity.

10. Seller hereby notifies the Buyer that the property may be subject to the Agricultural Transfer Tax as set forth in the Tax Property Article, §13-301, et seq., of the Annotated Code of Maryland, and such tax, if applicable, shall be paid by the Buyer upon the recordation of the deed.

11. Each party certifies to the other that it has no knowledge of or has assumed any obligation with respect to recognizing or paying any commission to a real estate broker or agent for services rendered in connection with this sale.

12. It is the express understanding of the parties that time is of the essence of this Contract, that the terms and provisions hereof shall survive the delivery of the deed of conveyance, and that this Contract shall be binding upon the parties, their heirs, successors and assigns. However, Buyer shall not assign this Contract to any party without the prior written consent of the Seller.

13. If a substantial part of the Property is taken prior to Closing pursuant to eminent domain proceedings or the Seller has received written notice of an intent to condemn such part of the Property from the condemning authority, then the Buyer may terminate this Agreement within seven (7) days after the date of such taking or receipt of such notice by sending a notice of termination to the Seller or, if the Buyer does not elect to so terminate, the parties shall proceed to Closing with an adjustment in the Purchase Price equal to any condemnation award or payment actually received by the Seller. If the Seller does not receive such award or payment by the date of Closing, the Seller shall assign all of its right, title and interest in such award or payment to the Buyer at Closing without an adjustment to the Purchase Price. For purposes of this Section, "substantial part of the Property" means that portion of the Property that, if taken pursuant to

0-15-05

eminent domain proceedings would have a material adverse effect upon the use of the Property for Buyer's intended purposes. If the Buyer elects to terminate this Agreement under this Section, the Buyer shall notify the Seller of such election and the Seller shall refund the Deposit (and any Additional Deposit, if applicable) to the Buyer, this Agreement shall terminate, and thereafter neither party shall have any further rights, liability or obligations hereunder, except as expressly provided in this Agreement.

14. This Agreement and all documents referred to herein are governed by and construed and interpreted in accordance with the laws of the State of Maryland.

15. To facilitate execution, this Agreement may be executed in as many counterparts as may be required. It shall not be necessary that the signature on behalf of both parties hereto appear on each counterpart hereof. All counterparts hereof shall collectively constitute a single agreement.

16. Regardless of whether Closing occurs hereunder, each party hereto shall be responsible for its own costs in connection with this Agreement and the transactions contemplated hereby, including without limitation fees of attorneys, engineers and accountants.

17. All notices, requests, demands and other communications hereunder shall be in writing and shall be given to such party at its address or telecopy number set forth below or such other address or telecopy number as such party may hereafter specify for that purpose by notice to the other party. Each such notice, request, or communication shall, for all purposes, be deemed given and received (a) if given by telecopy, when such telecopy is transmitted to the telecopy number specified below during normal business hours and confirmation or complete receipt is received during normal business hours, provided that on the day on which the telecopy is sent, the sender also sends a copy by a recognized overnight delivery service, (b) if hand delivered against receipted copy, when the copy thereof is receipted, (c) if given by a recognized overnight delivery service, the day after being sent prepaid by such recognized overnight delivery service, or (d) if given by registered or certified mail, return receipt requested postage prepaid, three (3) days after it is posted with the United States Postal Service at the address specified below:

For the Seller: Paul Russo

For the Buyer: City of Hagerstown
Attn: Jonathan Kerns
14 North Potomac Street
Hagerstown, MD 21740

0-15-05

Any party hereto may change its address or designate different or other persons or entities to receive copies by notifying the other party in a manner described in this Section.

18. This Agreement contains the final and entire agreement between the parties hereto and neither they nor their agents shall be bound by any terms, conditions or representations not herein written.

WITNESS the names and seals of the parties hereto, signed the date first above written:

WITNESS: _______________________

SELLER

_______________________(SEAL)
Paul Russo

ATTEST:

Donna K. Spickler
Donna K. Spickler, City Clerk

BUYER
City of Hagerstown

BY: David S. Gysberts (SEAL)
David S. Gysberts, Mayor

0-15-05

STATE OF MARYLAND, COUNTY OF WASHINGTON, to-wit:

I HEREBY CERTIFY that on this day of , 2015, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Paul Russo, known to me or satisfactorily proven to me to be the person whose name is subscribed to the aforegoing Contract of Sale, who acknowledged that he executed the same for the purposes therein contained as his act.

WITNESS my hand and Official Notarial Seal.

Notary Public

My Commission Expires:

STATE OF MARYLAND, COUNTY OF WASHINGTON, to-wit:

I HEREBY CERTIFY that on this 24 day of MARCH, 2015, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared David S. Gysberts, known to me to be the Mayor of The City of Hagerstown, whose name is subscribed to the aforegoing Contract of Sale, and who acknowledged that he executed the same for the purposes therein contained as the act of The City of Hagerstown, with full authority to do so.

WITNESS my hand and Official Notarial Seal.

[signature]
Notary Public

My Commission Expires: 12/26/2017

EMILY McFARLAND
NOTARY PUBLIC
WASHINGTON COUNTY
MARYLAND
MY COMMISSION EXPIRES 12-26-2017

0-15-05

Any party hereto may change its address or designate different or other persons or entities to receive notices by notifying the other party in a manner described in this Section.

16. This Agreement contains the final and entire agreement between the parties hereto and neither they nor their agents shall be bound by any terms, conditions or representations not herein written.

WITNESS the hands and seals of the parties hereto, signed the date first above written.

WITNESS:	SELLER:
____________________	____________________(SEAL)
	Paul Russo
ATTEST:	BUYER:
	City of Hagerstown
____________________	BY:____________________(SEAL)
Donna K. Spickler, City Clerk	David S. Gysberts, Mayor

0-15-05

Virginia Prince William
STATE OF ~~MARYLAND~~, COUNTY OF ~~WASHINGTON~~, to-wit:

I HEREBY CERTIFY that on this 26 day of February 2016, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Paul Russo, known to me or satisfactorily proven to me to be the person whose name is subscribed to the aforegoing Contract of Sale, who acknowledged that he executed the same for the purposes therein contained as his act.

WITNESS my hand and Official Notarial Seal.

Bonnie Allen Tressler
Notary Public

BONNIE ALLEN TRESSLER
NOTARY PUBLIC
REG #7172879
COMMONWEALTH OF VIRGINIA

My Commission Expires: 8/31/2016

STATE OF MARYLAND, COUNTY OF WASHINGTON, to-wit:

I HEREBY CERTIFY that on this   day of   , 2015, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared David S. Gysberts, known to me to be the Mayor of The City of Hagerstown, whose name is subscribed to the aforegoing Contract of Sale, and who acknowledged that he executed the same for the purposes therein contained as the act of The City of Hagerstown, with full authority to do so.

WITNESS my hand and Official Notarial Seal.

Notary Public

My Commission Expires:

0-15-05

ADDENDUM TO CONTRACT OF SALE

THIS ADDENDUM is made this 14th day of April, 2015, by and between Paul Russo, a resident of Fairfax County, ~~Maryland~~ (hereinafter "Seller"), and The City of Hagerstown, a Maryland Municipal Corporation (hereinafter "Buyer" or "City").

Virginia — Seller – Jonathan Kerns
TPA DCED/City of Hagerstown

WHEREAS, Seller and Buyer are parties to a certain Contract of Sale date March , 2015 whereby Seller has contracted to sell and Buyer has contracted to purchase Seller's property known as 261 S. Prospect Street, Hagerstown, Washington County, Maryland for rehabilitation and resale in connection with its HUD funded Homeownership Program;

NOW, THEREFORE, THIS ADDENDUM WITNESSETH: That the Seller and the Buyer represent, warrant and agree that this sale is an "arms-length" transaction and the Seller and Buyer are unrelated to each other by family, marriage or commercial enterprise. Buyer further warrants that it will not sell the property conveyed hereby within ninety (90) days of settlement hereof.

The Contract of Sale shall, except as modified by this Addendum shall continue in full force and effect, and said Contract of Sale and this Addendum thereto contain the final and entire agreement between the parties hereto and neither they nor their agents shall be bound by any terms, conditions or representations not therein written.

WITNESS the names and seals of the parties hereto, signed the date first above written:

WITNESS:

____

SELLER

____________________(SEAL)
Paul Russo

ATTEST:

____
Donna K. Spickler, City Clerk

BUYER
City of Hagerstown

BY: ____________________(SEAL)
David S. Gysberts, Mayor

0-15-05

STATE OF MARYLAND, COUNTY OF WASHINGTON, to-wit:

I HEREBY CERTIFY that on this 11 day of April, 2015, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Paul Russo, known to me or satisfactorily proven to me to be the person whose name is subscribed to the aforegoing Addendum to Contract of Sale, who acknowledged that he executed the same for the purposes therein contained as his act.

WITNESS my hand and Official Notarial Seal.

MAREN ROSE PASUCK
COMMONWEALTH OF VIRGINIA
NOTARY PUBLIC 7629330
MY COMMISSION EXPIRES MAY 31, 2016

Notary Public

My Commission Expires: May 31, 2016

STATE OF MARYLAND, COUNTY OF WASHINGTON, to-wit:

I HEREBY CERTIFY that on this 14 day of APRIL, 2015, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared David S. Gysberts, known to me to be the Mayor of The City of Hagerstown, whose name is subscribed to the aforegoing Addendum to Contract of Sale, and who acknowledged that he executed the same for the purposes therein contained as the act of The City of Hagerstown, with full authority to do so.

WITNESS my hand and Official Notarial Seal.

EMILY MCFARLAND
NOTARY PUBLIC
WASHINGTON COUNTY
MARYLAND
MY COMMISSION EXPIRES 12-08-2017

Notary Public

My Commission Expires:

0-15-05

CITY OF HAGERSTOWN, MARYLAND

A RESOLUTION TO APPROVE THE SALE OF REAL PROPERTY LOCATED AT 261 SOUTH PROSPECT STREET, HAGERSTOWN, MARYLAND TO MIRANDA BARKDOLL

RECITALS

WHEREAS, the City of Hagerstown, Maryland (the "City") operates a Homeownership Program, utilizing Community Development Block Grant funds to purchase, rehabilitate and sell residential properties within the City of Hagerstown; and

WHEREAS, On March 24, 2015 the Mayor and Council approved by Ordinance (the "Ordinance") the acquisition, rehabilitation and sale of real property located at 261-263 South Prospect Street in Hagerstown, Maryland (hereinafter the "Property"); and

WHEREAS, at the time of the City's acquisition of the Property, it consisted of substandard rental dwellings, had been vacant for a period of time and had become a blighting influence on the South Prospect Street neighborhood; and

WHEREAS, the City subsequently subdivided the Property into two parcels: 261 South Prospect Street and 263 South Prospect Street; and

WHEREAS, pursuant to the Ordinance, City staff has coordinated the rehabilitation of the Property and offered both parcels for sale through the City's CDBG Homeownership Program; and

WHEREAS, City staff has reviewed applications for the purchase of the Property pursuant to established City guidelines and recommended that 261 South Prospect Street be sold to Miranda Barkdoll; and

WHEREAS, the Mayor and Council believe that the acquisition, rehabilitation and sale of the Property through the CDBG Homeownership Program is consistent with the community's City Center Plan Catalyst Project No. 8, as well as the goals and priorities of the Mayor and Council; and

WHEREAS, in the Ordinance, the Mayor and Council have previously expressly determined that both parcels of the Property are not needed for a public purpose; and

WHEREAS the Mayor and Council believe it to be in the best interest of the citizens of the City of Hagerstown to sell 261 South Prospect Street to Miranda Barkdoll;

NOW THERFORE, **BE IT RESOLVED** by the Mayor and Council of the City of Hagerstown, Maryland, as its duly constituted legislative body, as follows:

1. That the aforegoing Recitals be and are hereby incorporated herein as if set forth verbatim.

2. That the sale of 261 South Prospect Street through the CDBG Homeownership Program to Miranda Barkdoll be and is hereby approved.

3. That the Mayor be and is hereby authorized to execute and deliver the Contract of Sale for 261 South Prospect Street, a copy of which is attached hereto and incorporated herein by reference.

4. 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 contract of sale.

BE IT FURTHER RESOLVED THAT this resolution shall become effective immediately upon its approval.

WITNESS AND ATTEST
AS TO CORPORATE SEAL

MAYOR AND COUNCIL OF THE
CITY OF HAGERSTOWN, MARYLAND

____
Donna K. Spickler,
City Clerk

____
Tekesha Martinez, Mayor

Date of Introduction:	October 24, 2023
Date of Passage:	October 24, 2023
Effective Date:	October 24, 2023

PREPARED BY:
SALVATORE & MORTON, LLC
CITY ATTORNEY

REQUIRED MOTION

MAYOR & CITY COUNCIL
HAGERSTOWN, MARYLAND

October 24, 2023

TOPIC: **Approval of a Resolution Authorizing the Sale of Property Located at 261 S. Prospect Street, Hagerstown, Maryland**

Charter Amendment	___
Code Amendment	___
Ordinance	___
Resolution	X
Other	___

MOTION: I hereby move for the Mayor and City Council to approve the attached resolution authorizing the sale of property at 261 S. Prospect Street, Hagerstown, MD, to Miranda Barkdoll for a purchase price of $170,000. The sale will be in accordance with all of the terms and conditions outlined in the attached Contract of Sale.

DATE OF INTRODUCTION:	10/24/2023
DATE OF PASSAGE:	10/24/2023
EFFECTIVE DATE:	10/24/2023

REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Topic:
Naming of Renaissance Way as "Charlie's Way" – *Jim Bender, City Engineer*

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name	Description
20231013104216643.pdf	Memo: Naming of Renaissance Way

CITY OF HAGERSTOWN, MARYLAND

Engineering Department

October 17, 2023

TO: Scott Nicewarner, City Administrator

FROM: Jim Bender, City Engineer JIM

RE: Naming of Renaissance Way as "Charlie's Way"

1. Background
The City has received a request to rename Renaissance Way as "Charlie's Way" in recognition of Charles "Charlie" Sekula, the former owner and operator of the Schmankerl Stube restaurant on South Potomac Street. Mr. Sekula was a well-known business proprietor, and was actively involved with the annual Augustoberfest event that was held for many years in downtown Hagerstown. The opening of the restaurant served as a stimulus for the redevelopment of downtown Hagerstown and the Arts & Entertainment District. Mr. Sekula died in June 2022.

2. Mayor & Council Action Requested
Determine whether or not to name Renaissance Way as "Charlie's Way". If the Council is in agreement, staff will prepare a resolution for consideration at the regular session meeting on October 24th. Staff will be present at the work session to discuss.

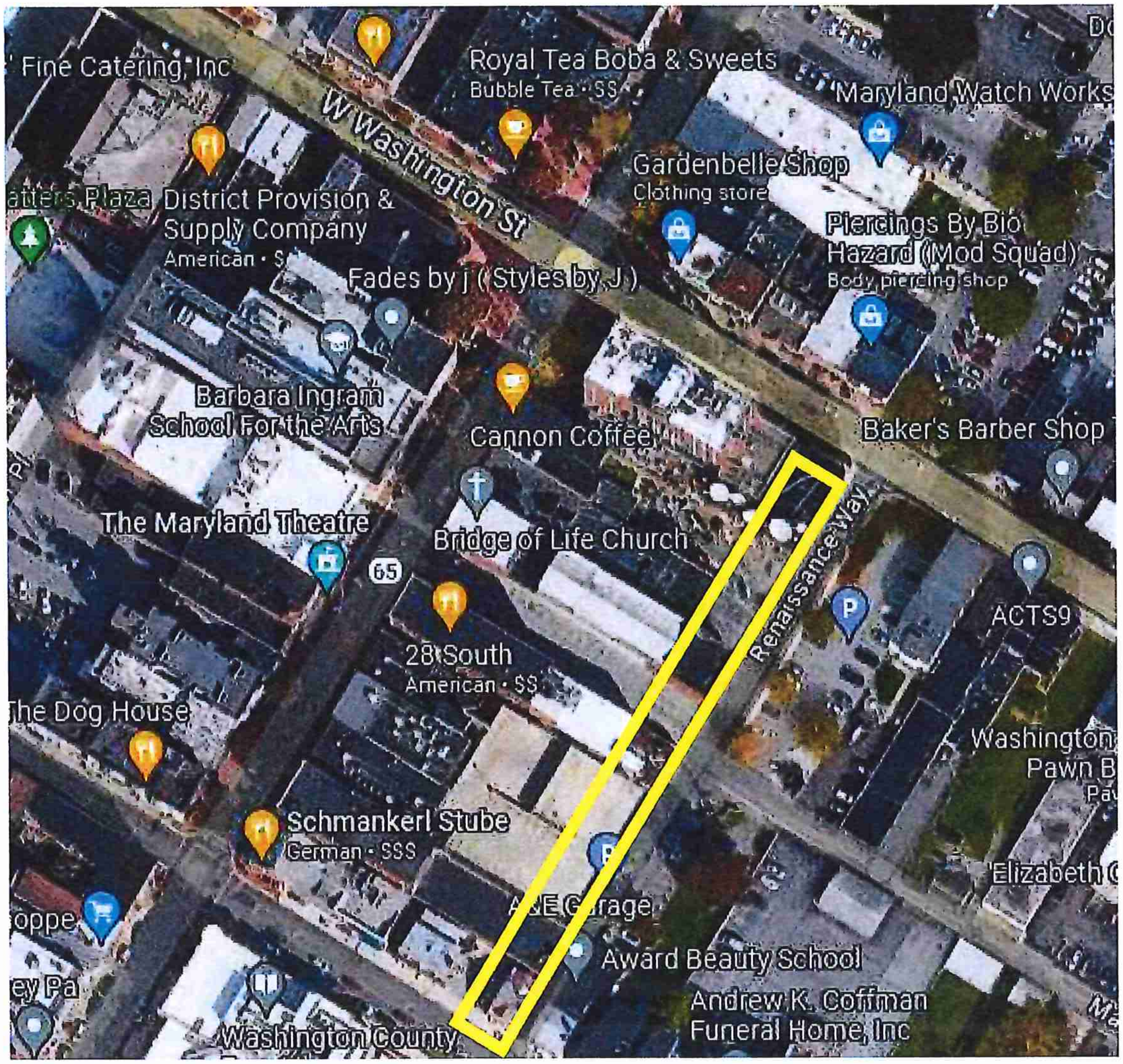
3. Discussion
At the annual Augustoberfest event held earlier this summer, patrons were given an opportunity to sign a petition to have a street named after Mr. Sekula; hundreds of signatures were collected. While many of those who signed the petition are likely not City residents, it is still an indication of the high regard with which many people held Mr. Sekula.

In accordance with the Engineering Department's policy for naming streets or alleys, staff contacted the owners of the properties that adjoined Renaissance Way and asked them for any comments or concerns over naming the street; none of them objected, and several commented that it was an appropriate way to recognize Mr. Sekula.

There are a couple of existing addresses assigned to Renaissance Way, including the A&E Parking Deck. Staff feels that, instead of renaming the street, it would be better to add a supplemental, white on brown "Charlie's Way" sign to the existing Renaissance Way street sign; keeping Renaissance Way as the official name of the street will prevent anyone from having to change their address. If approved by the Council, a work order will be prepared to procure and install the sign.

attachment: vicinity map

cc: Jeff Swan, Eric Deike



Map showing Renaissance Way, which would have the supplemental name “Charlie’s Way”

REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Topic:
Hagerstown Field House - Award of Construction Contract - *Jim Bender, City Engineer*

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name	Description
Field_House_Contract_Award.pdf	Hagerstown Field House - Award of Construction Contract

October 17, 2023

TO: Scott Nicewarner, City Administrator

FROM: Jim Bender, City Engineer

RE: Hagerstown Field House – award of construction contract

1. Background
The City, along with its partner Eastern Sports Management (ESM), solicited bids for the 114,000 square foot Hagerstown Field House indoor sports facility. The Field House will provide two indoor turf fields, four basketball/multi-use courts, a fitness facility, an E-Sports facility, a food service area, and other amenities in a new building at the former Municipal Stadium site. The purpose of this memo is to present the results of that solicitation, and to discuss the next steps if the Council decides to proceed with the project.

2. Mayor & Council Action Requested
At the time of the writing of this memo, staff and ESM have evaluated and scored the proposals, and are conducting interviews with the short-listed bidders. Staff and ESM will provide additional information to the Council at the October 17th work session meeting, along with a contractor recommendation and a proposed funding plan for the project. The Council will be asked whether or not to accept the recommendation and proceed with the project. If the Council decides to move forward, staff will prepare the contract for formal award at the October 24th regular session meeting. Staff will be present at the work session to discuss.

3. Discussion
The City and ESM have been working together on the design of the Field House facility since the fall of 2021, under the terms of a Developer's Agreement between the two parties. ESM and their design team prepared a full set of architectural plans and specifications for the project, based upon the City's input and ESM's business plan for the project.

The project was advertised for bids on August 16th, 2023 through the eMaryland Marketplace Advantage procurement system, as well as the City's bid solicitation portal. A total of six (6) addenda were issued to respond to requests for information from bidders, and to clarify certain aspects of the plans and specifications. The project was advertised for a total of forty-seven (47) days, and bids were publicly opened on September 3rd, 2023.

The City received nine (9) bids for the project:

COMPANY	PROPOSAL
Waynesboro Construction	$19,151,517.50
Rycon Construction	$19,654,692.81
Myers Building Systems	$20,212,998.28
Southway	$20,594,402.63
Kinsley Construction	$20,852,317.63
San Jose Construction	$21,087,832.96
Palmer Construction	$22,540,051.44
FCL Builders	$22,984,064.51
R. W. Warner	$25,216,062.00

After opening the bids, the City and the design team began their evaluation of the proposals using the scoring criteria listed in the Request for Proposal. The criteria were:

- Company Qualifications 20%
- Company Experience 15%
- Project Work Plan 15%
- Project Staffing Plan 10%
- Proposed Fee 30%
- Delivery Schedule 10%

The members of the evaluation team reviewed and scored each proposal independently, and those scores were then averaged amongst the team to determine a final score. Out of all of the proposals, two of them scored significantly higher than the others: Waynesboro Construction and Rycon Construction. The design team then scheduled in-person interviews with Waynesboro and Rycon on Friday, October 13th. The result of those interviews, and the design team's recommendation for award of the contract, will be presented during the work session meeting.

Staff and ESM will also present the overall project budget at the meeting. The overall budget will include the General Contractor's bid price listed above, along with other costs not included in the bid but necessary to complete the project, including:

- Furniture, Fixtures, & Equipment (FF&E)
- Project Management
- Inspection & Testing
- Construction Contingencies
- Utility Fees
- Commissioning

The funding plan to complete the project will also be presented at the meeting. Funding will be from several sources, including:

- State of Maryland Capital Grants
- State Strategic Demolition Grant
- American Rescue Plan Act (ARPA) funds
- Bond Financing

The construction schedule for the project was an important part of the evaluation of the proposals, and will be critical to the successful launch of the facility. Both of the short-listed contractors assumed a Notice to Proceed being issued in November 2023, with final completion of the facility scheduled for the fourth quarter of 2024. Based upon ESM's experience with operating other similar facilities, hitting an opening date of no later than January 1, 2025 is essential to sign contracts for use of the facility during the winter of 2024/2025.

A large part of the contingency allocation for the project is related to existing soil conditions at the site. The geotechnical investigation that was performed during the design phase indicated that there are soft, plastic soils in several areas around the site. The base bid for the project includes the removal and replacement of two feet of soil within the proposed building's footprint, but there may be areas where additional material removal and replacement is necessary to provide a solid foundation. The design team has estimated the amount of additional excavation that may be required, and calculated the extra cost that may be incurred to perform that work.

cc: Michelle Hepburn

REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Topic:
Wholesale Power Services Agreement - *Nancy Hausrath, Director of Utilities and Nathan Fridinger, Deputy Director of Electric*

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name	Description
20231017_Wholesale_Purchase_Power_Update_-_Memo.pdf	Memo

Hagerstown Light Department
425 E Baltimore St • Hagerstown, MD 21740
Telephone: 301-790-2600
Website: www.hagerstownlight.org

CITY OF HAGERSTOWN, MARYLAND

Date: October 11, 2023

To: Scott Nicewarner, City Administrator

From: Nancy Hausrath, Director of Utilities
Nathan Fridinger, Deputy Director of Electric Operations

Re: Wholesale Power Services Agreement

Action: October 17, 2023 - Work Session Update

The current amendment to the full requirements Power Services Agreement with Energy Harbor will expire on May 31, 2024. This contract includes a fixed rate of $42.42 per MWh for energy, capacity, satisfying the renewable energy requirements of the State, and other ancillary charges/credits with direct passthrough charges for distribution, transmission enhancement, and network integrated transmission service (NITS).

A request for proposal was developed, has been advertised and, with our legal and consulting firms, staff has been working toward ratifying a new contract or amending the existing contract. One hundred percent of our energy needs are purchased on the market. As the pricing trends have stabilized (see Figure 1) and we approach the budget season, staff will lock in a new rate for a period of at least 19 months.

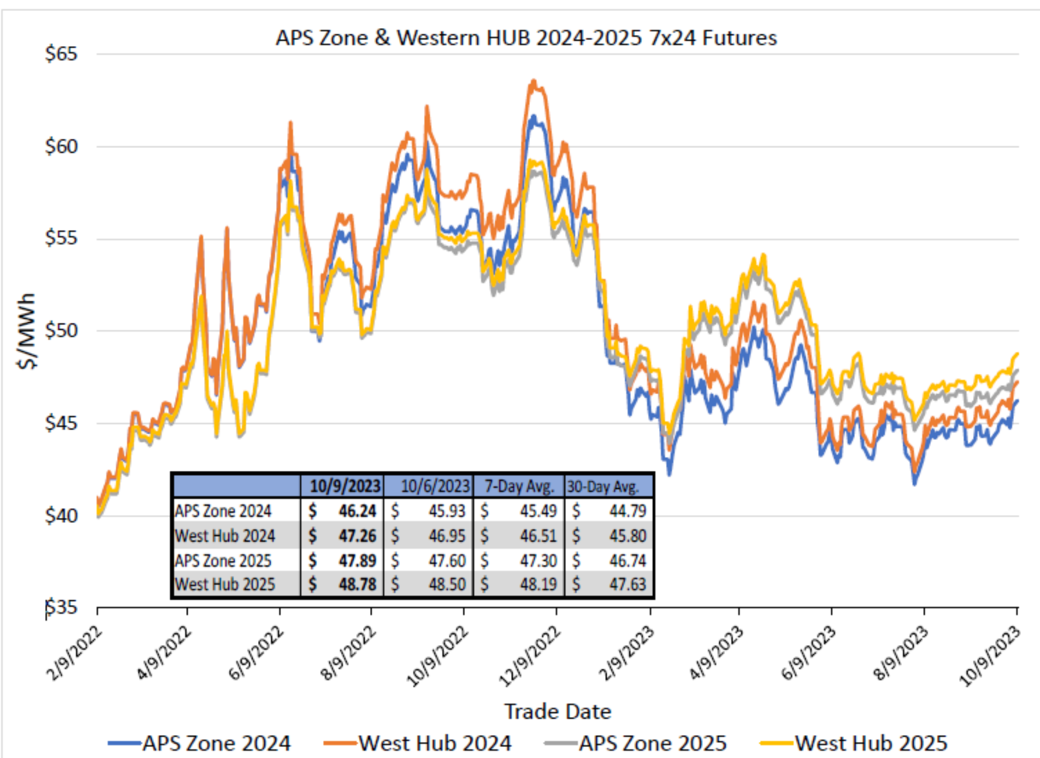


Figure 1

Based on assumed values for capacity, energy, and NITS, the wholesale power rate is projected to increase by approximately 45%. An increase such as this will impact the monthly purchase power cost adjustment by approximately $0.02 per kWh on average, resulting in a projected kWh monthly bill of $0.09 per kWh for residential customers. A bill for 1,000 kWh of use is projected to be approximately $90.00 up from approximately $70.00 today. In comparison, customers in the Potomac Edison service territory would expect a bill of approximately $110.00. Figure 2 represents the historic and assumed fixed MWh rate from 2006 through 2026.

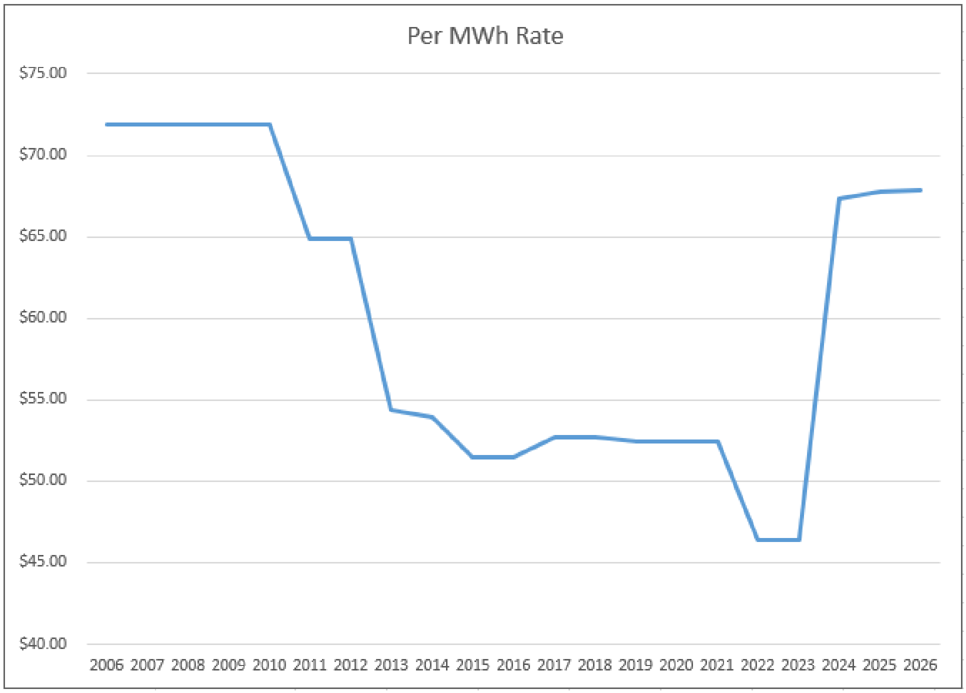


Figure 2

REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Topic:

Municipal Utility Cybersecurity Program - *Nathan Fridinger, Deputy Director of Electric and Jason Bachtell, Electric Engineering Manager*

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name	Description
20231017_Utility_Cybersecurity_Program_-_Memo.pdf	Memorandum

CITY OF HAGERSTOWN, MARYLAND

Hagerstown Light Department
425 E Baltimore St • Hagerstown, MD 21740
Telephone: 301-790-2600
Website: www.hagerstownlight.org

Date: October 11, 2023

To: Scott Nicewarner, City Administrator
Nancy Hausrath, Director of Utilities

From: Nathan Fridinger, Deputy Director of Electric Operations
Jason Bachtell, Electrical Engineering Manager

Subject: US Department of Energy – Municipal Utility Cybersecurity Program

Hagerstown Light Department staff has been attending web meetings with the Department of Energy's Cybersecurity, Energy Security, and Emergency Response Team (CESER) to poll rural electric cooperatives and municipal electric utilities in determining needs relating to cybersecurity.

Using the information provided from all utilities and consulting entities, the CESER team formed a "contest" for all rural and municipal electric utilities to compete for funds to enhance and improve cybersecurity measures on various systems and processes. The process was developed as a contest to alleviate reporting, stipulations, and funding match/cost sharing that is required for typical grant programs.

The total program allocation is $8.96M with up to a $200k prize for each successful electric utility to use toward Cyber Security improvements & training distributed in 3 phases.

- Commitment Phase 1 - by November 29, 2023, submit a description of resources, need for improving cybersecurity posture, and commit to participating in the program. The requirements to qualify have been met by staff's participation to date.
- Planning Phase 2 - work with technical assistance providers to complete assessments of the system, identify areas where training would improve staff skills and abilities, gain a better understanding of potential risks and solutions, identify solutions to address prioritized risks, and draft a roadmap for implementation.
- Implementation Phase 3 - make substantial progress toward completing the roadmap.

Additional information can be found here:
https://www.energy.gov/ceser/rural-and-municipal-utility-advanced-cybersecurity-grant-and-technical-assistance-rmuc

REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Topic:
Approval to Enter into a Contract with the Maryland Department of Health – *Chief Paul 'Joey' Kifer and Mark Chaney, Support Services Administrator*

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name	**Description**
HPD_-_Contract_with_the_Maryland_Department_of_Health.pdf	Memo - Contract with Washington County Health Dept.

CITY OF HAGERSTOWN
MARYLAND

DEPARTMENT OF POLICE
50 N. Burhans Blvd.

Non-Emergency 301-790-3700
Emergency 240-313-4345
Fax 301-733-5513

October 4, 2023

To: Scott Nicewarner,
City Administrator

From: Paul J. Kifer, PJK
Chief of Police

Ref: Approval to Enter into a Contract with the Maryland Department of Health

---

We are requesting approval to enter into a Contract as a sub-recipient with the Maryland Department of Health in the amount of $54,000. This Contract will provide reimbursement to the City of Hagerstown for overtime for Law Enforcement Assisted Diversion (LEAD) activities and training. The training opportunities would include Human Sex Trafficking and an RX Illicit Drug Summit.

Thank you.

REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Topic:
Contractual Part-Time Police Officers – *Chief Paul 'Joey' Kifer*

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name	Description
HPD_-_Part_Time_Contractual_Positions.pdf	Memo - Part Time Contractual Police Officers

CITY OF HAGERSTOWN
MARYLAND

DEPARTMENT OF POLICE
50 N. Burhans Blvd.

Non-Emergency 301-790-3700
Emergency 240-313-4345
Fax 301-733-5513

October 09, 2023

To: Scott Nicewarner,
City Administrator

From: Paul J. Kifer, PJK
Chief of Police

Ref: Contractual Part-Time Police Officers

The Hagerstown Police Department is seeking approval of the Mayor and Council to hire up to four (4) part-time contractual police officers. The part-time officers would be hired immediately and used to augment patrol operations, targeting juvenile and disorder crimes in the parks and downtown area.