

**Regular Session
Mayor and City Council
December 18, 2018
Agenda**

7:00 PM - December 18, 2018 - REGULAR SESSION -*Council Chamber, 2nd Floor, City Hall*

I. CALL TO ORDER

Mayor Robert E. Bruchey, II

II. INVOCATION

Mayor Robert E. Bruchey, II

III. PLEDGE TO THE FLAG

IV. ANNOUNCEMENTS

- A. A. Rules of Procedure – *Adopted December 20, 2016*
- 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, January 1, 2019 – *No Meeting*
 - 2. Tuesday, January 8, 2019 – Work Session at 4:00 p.m.
 - 3. Tuesday, January 15, 2019 – Work Session at 4:00 p.m.
 - 4. Tuesday, January 22, 2019 – Work Session at 4:00 p.m.
 - 5. Tuesday, January 29, 2019 – Regular Session at 7:00 p.m.

V. GUESTS

Honoring and Recognizing Donald F. Munson

VI. CITIZEN COMMENTS

VII. CITY ADMINISTRATOR'S COMMENTS

VIII. MAYOR AND COUNCIL COMMENTS

IX. MINUTES

(November 6, 2018, November 13, 2018, November 20, 2018 and November 27, 2018)

X. CONSENT

A. IT/Support Services

- 1. MUNIS Transparency Module Renewal – Tyler Technologies (Dallas, TX) \$11,669.90

B. Parks and Engineering

- 1. 2019 Pool Management Services - Community Pool Services (Rockville, MD)
\$94,262.00

2. 2019 and 2020 Pavement Preservation List

C. Police

1. Narcotics Task Force Reimbursement FY19 – Washington County Treasurer
(Hagerstown, MD) \$310,000.00

XI. UNFINISHED BUSINESS

- A. Approval of an Ordinance: Entering into an Agreement for the Provision of Sanitary Sewer between City of Hagerstown and Town of Funkstown, MD
- B. Approval of an Ordinance: Authorizing Acceptance of a Deed in Lieu of Foreclosure for 117 S Locust Street
- C. Approval of an Ordinance: Authorizing the Sale of Property Located at 441 North Jonathan Street
- D. Approval of an Ordinance: Authorizing the Sale of Property Located at 443 North Jonathan Street
- E. Approval of an Ordinance: Authorizing the Sale of Property Located at 212-214 North Jonathan Street
- F. Approval of an Ordinance: Quit Claim for Alley #5-35 – Eklund Family, LLC
- G. Approval of an Ordinance: Quit Claim for Alley #5-35 – Michael J. Hill

XII. NEW BUSINESS

- A. Approval of a Resolution: Amendment to the Lease Agreement for 11850 Indian Lane Property
- B. Approval of a Resolution: Establishing a Hagerstown Youth Advisory Council
- C. Approval of a Resolution: Revising Parking Facilities Rates and Fees
- D. Approval of a Resolution: Addendum to Purchase Agreement for Sale of 17-25 East Franklin Street
- E. Approval of Application for FY 2020 Program Open Space Projects
- F. Approval of Joint Use Agreement with Washington County and Maryland Department of Natural Resources
- G. Approval of Agreement with the Potomac Valley Audubon Society and Alyssa Imes
- H. Approval of an Amendment to Residential Lease Agreement at 570 Jefferson Street
- I. Approval of Partners in Economic Progress (PEP) Program benefits to Tailor Made Cuts
- J. Approval of Amendment to Promissory Note for Repayment of Funds

XIII. ADJOURN

**REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND**

Topic:

Mayor Robert E. Bruchey, II

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

**REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND**

Topic:

Mayor Robert E. Bruchey, II

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

**REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND**

Topic:

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Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

**REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND**

Topic:

Honoring and Recognizing Donald F. Munson

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

**REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND**

Topic:

(November 6, 2018, November 13, 2018, November 20, 2018 and November 27, 2018)

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

**REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND**

Topic:

MUNIS Transparency Module Renewal – Tyler Technologies (Dallas, TX) \$11,669.90

Mayor and City Council Action Required:

MUNIS - Transparency Portal Annual Maintenance

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

IT_Consent.pdf

Description

IT Signed Consent Forms

**City of Hagerstown
Mayor and Council
Purchase / Contract Information
Meeting of December 18, 2018**

Do Not Complete This Section
Approved Consent Agenda: _____
New Business: _____

Originating Department: IT & Support Services By: Scott Nicewarner, Director
Account Number: 0107200-537801 Account / Project Name: MUNIS Maintenance
Renew – Transparency
Budget Amount: \$12,000.00 Account Balance: 7,972.40 Year: FY19 CIP Control No. _____
Unbudgeted \$: ~~\$0.00~~ Source of Funds: General Fund

Quantity	Description	Value
1	Transparency Module Renewal	11,669.90

TOTAL VALUE OF PROJECT: \$11,669.90

ABOVE TO BE USED FOR:

Annual renewal for support and licensing for the Financial Transparency module for 2018. This system
Allows for citizens to access public financial information directly from the City website.

Recommended Vendor:

Business Name: Tyler Technologies, Inc.
Address: P.O. Box 203556
City, State: Dallas, TX 75320-3556
Bid/Proposal/Quote No.: _____

OTHER VENDORS:

Firm	City/State	Total Amount
THIS IS A SOLE SOURCE DUE TO PROPRIETARY SOFTWARE.		

(1) Department Manager

Annual renewal of licensing and support for the City's Online Financial Transparency Module. This system, accessed through www.hagerstownmd.org, is one of the top visited pages on the website.

Scott A. McQuinn

Signature / Date

(2) Purchasing Agent:

Recommend approval

Michelle H. H.
12/7/18

Signature / Date

(3) Finance Manager:

Recommend approval.

Michelle H. H.
12/7/18

Signature / Date

(4) City Administrator's Recommendation:

Approval

Valerie Mearns
12/10/18

Signature / Date



Remittance:
Tyler Technologies, Inc.
(FEIN 75-2303920)
P.O. Box 203556
Dallas, TX 75320-3556

Invoice

Invoice No	Date	Page
045-243115	11/01/2018	1 of 1

Empowering people who serve the public®

Questions:

Tyler Technologies - ERP & Schools
Phone: 1-800-772-2260 Press 2, then 1
Email: ar@tylertech.com



Bill To: CITY OF HAGERSTOWN
ATTN: SCOTT NICEWARNER
1 EAST FRANKLIN STREET
HAGERSTOWN, MD 21740

Ship To: CITY OF HAGERSTOWN
ATTN: SCOTT NICEWARNER
1 EAST FRANKLIN STREET
HAGERSTOWN, MD 21740

Customer No.	Ord No	PO Number	Currency	Terms	Due Date
2712	114712		USD	NET30	12/01/2018

Date	Description	Units	Rate	Extended Price
Contract No.: HAGERSTOWN, MD				
	TRANSPARENCY PORTAL	1	11,669.90	11,669.90
Maintenance: Start: 01/Dec/2018, End: 30/Nov/2019				

****ATTENTION****

Order your checks and forms from
Tyler Business Forms at 877-749-2090 or
tylerbusinessforms.com to guarantee
100% compliance with your software.

Subtotal	11,669.90
Sales Tax	0.00
Invoice Total	11,669.90

**REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND**

Topic:

2019 Pool Management Services - Community Pool Services (Rockville, MD) \$94,262.00

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

Parks_and_Engineering_Consent__Signed.pdf

Description

Signed Pool Management
Consent Form

**City of Hagerstown
Mayor and Council
Purchase / Contract Information
Meeting of 12/18/18**

Do Not Complete This Section
Approved Consent Agenda: _____
New Business: _____

Originating Department: Parks and Engineering By: Rodney Tissue
Account Number: 0140202-5329 Account / Project Name: 2019 Pool Management Services
Budget Amount: \$100,000 Account Balance: \$60,402 Year: 18/19 CIP Control No. N/A
& 19/20
Unbudgeted \$: -0- Source of Funds: General Fund (occurs over two fiscal years)

Quantity	Description	Value
1	2019 Pool Management Services	\$94,262.00

TOTAL VALUE OF PROJECT: \$94,262.00

ABOVE TO BE USED FOR:

The original contract had a 3-year base contract and three 1-year renewal options. Staff is recommending we approve the second renewal option, with a COLA increase per the contract.

Recommended Vendor:

Business Name: Community Pool Service
Address: 7668 Standish Place Ste C
City, State: Rockville, MD 20855
Bid/Proposal/Quote No.: EXTENSION OF CONTRACT

OTHER VENDORS:		
Firm	City/State	Total Amount

(1) Department Manager

Staff recommends extending Community Pool Service, Inc. (CPSI) management contract for the 2019 season. Staff met with CPSI and discussed several issues to improve the operations for the 2019 season. CPSI provides all lifeguards, pool managers, and maintain the water quality. City provides cashiers and general oversight of CPSI's operations.

RTA 12/4/18

Signature / Date

(2) Purchasing Agent:

Recommend approval

Michelle H
12/7/18

Signature / Date

(3) Finance Manager:

Recommend approval. There is adequate funding in FY19 approved budget & it is anticipated to be funded in FY20 budget.

Michelle H
12/7/18

Signature / Date

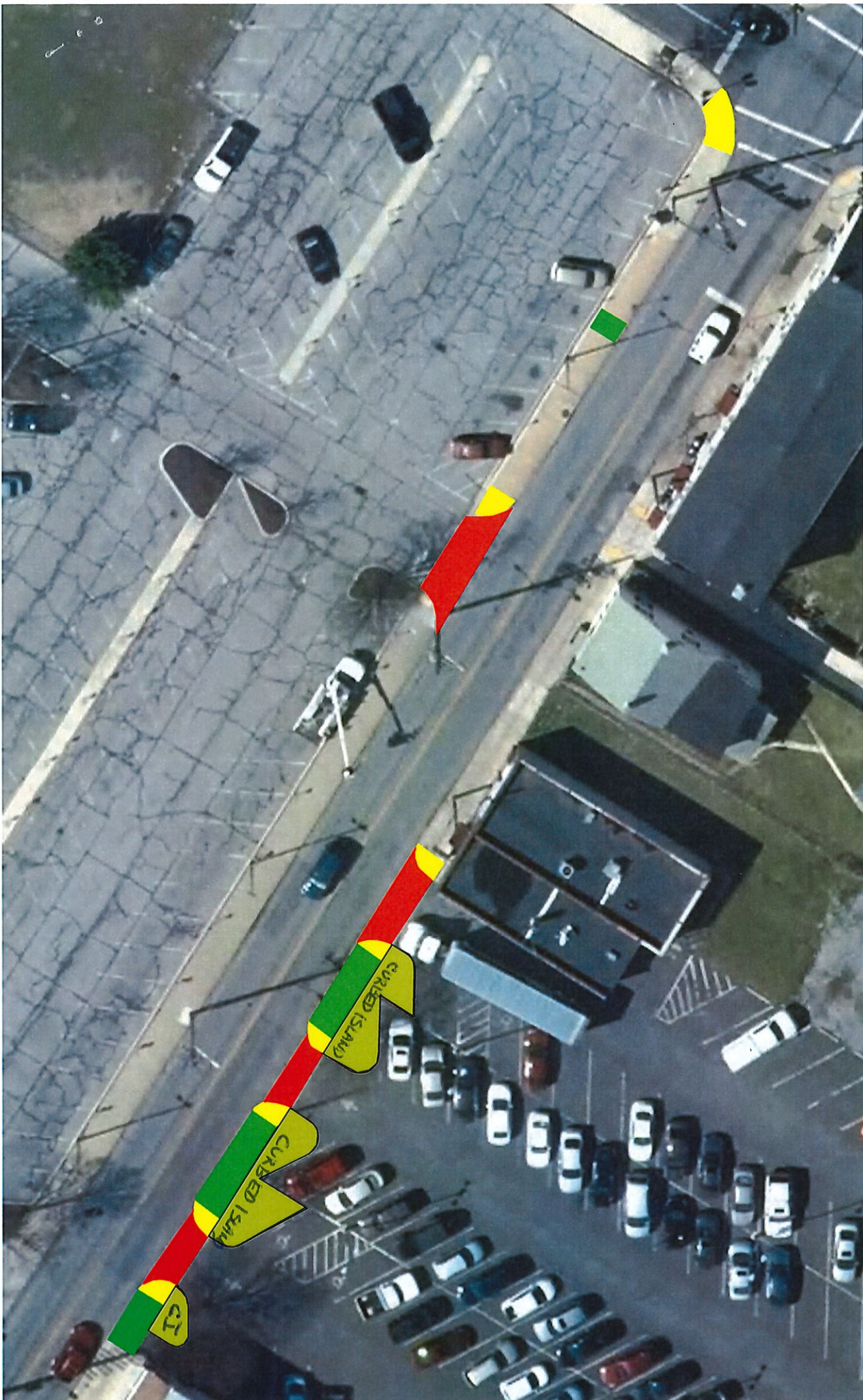
(4) City Administrator's Recommendation:

Approval

Julia A. Brown
12/10/18

Signature / Date

RED : REMOVE + INSTALL DRIVEWAY ENTRANCE, 8" THICK
YELLOW : SIDEWALK RAMP w/ TRUNCATED DOWNS, REINFORCED 6" THICK.
GREEN : REMOVE + INSTALL SIDEWALK



**REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND**

Topic:

2019 and 2020 Pavement Preservation List

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

Pavement_Preservation.pdf

Description

Pavement Preservation List

City of Hagerstown Pavement Preservation Program Summer 2019 (FY 20)

FINAL – Mill and Overlay Streets Last revised 12/4/2018

<u>Year Last Paved</u>	<u>Street (PCI)</u>	<u>Location</u>	<u>Area</u>
1970	Snyder Avenue (34)	Virginia Avenue to Noland Drive	2,045sy
1999	North Potomac Street (32)	Oak Hill Ave to Franklin Street	10,215 sy
1998	Potomac Avenue (44)	Moller Parkway to CSX Railroad	27,000 sy
1982	Indiana Avenue (20)	Salem Avenue to Marshall Street	4,165 sy
1997	Pennsylvania Avenue (50)	north of Belview Ave to Park Lane	3,290 sy
1992	Liganore Avenue (31)	Salem Avenue to dead end	5,000 sy
1992	West Antietam Street (35)	Walnut Street to Potomac Street	4,344 sy
1997	West Baltimore Street (40)	Summit Avenue to Prospect Street	1,625 sy
1992	Magnolia Avenue (43)	Mealey Avenue to Oak Hill Avenue	5,870 sy
1980	Manila Avenue (34)	Potomac Avenue to Mulberry Avenue	3,000 sy
1965	Bowman Ave (27)	Eldridge Drive to Commonwealth Avenue	3,580 sy
1992	East Irvin Avenue (37)	Potomac Avenue to Mulberry Avenue	3,690 sy
1973	Howell Road (53)	Edgewood Drive to City Line	2,005 sy
1998	Surrey Avenue (34)	Guilford Avenue to Summit Avenue	1,775 sy
1987	Woodlands Run (32)	Kensington Drive to dead end	2,915 sy
N/A	Fairgrounds Park	Parking Lot Addition at FIT Room	300 sy
N/A	Ridge Ave Park	Off street HCCP Accessible Parking	60 sy
TOTAL			80,579 SY

Slurry Seal Streets: TBD from 2018 Condition survey

**REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND**

Topic:

Narcotics Task Force Reimbursement FY19 – Washington County Treasurer (Hagerstown, MD)
\$310,000.00

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

Police_Consent__Signed.pdf

Description

Signed NTF Consent Form

Do Not Complete This Section:
APPROVED FOR: _____
CONSENT AGENDA _____
NEW BUSINESS _____

Unbudgeted * \$ Source of Funds General Fund
 *(See Department Manager's Comments)

Sole Source		\$
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COMMENTS

(1) DEPARTMENT MANAGER:

This is the amount due for FY19 to Washington County for Narcotics Task Force Expenses.

Cheryl Taylor 11/28/15
Signature/Date

(2) PURCHASING AGENT:

Recommend approval.

Michelle H. Hays 12/7/18
Signature/Date

(3) FINANCE MANAGER:

Recommend approval for this funding which is included in FY19 approved budget.

Michelle H. Hays 12/7/18
Signature/Date

(4) CITY ADMINISTRATOR'S RECOMMENDATION:

Approval

Vicki A. Green 12/10/15
Signature/Date

**REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND**

Topic:

Approval of an Ordinance: Entering into an Agreement for the Provision of Sanitary Sewer between City of Hagerstown and Town of Funkstown, MD

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

Updated_Sanitary_Sewer_Agreement.pdf

Description

Sanitary Sewer Agreement

REQUIRED MOTION

MAYOR AND CITY COUNCIL HAGERSTOWN, MARYLAND

DATE: December 18, 2018

TOPIC: **Approval of an Ordinance Entering into an Agreement for the Provision of Sanitary Sewer between the City of Hagerstown and the Town of Funkstown, MD.**

Charter Amendment	☐
Code Amendment	☐
Ordinance	☐
Resolution	☒
Other	☐

MOTION: I hereby move that the Mayor and City Council approve an Ordinance Entering into the Agreement for the Provision of Sanitary Sewer between the City of Hagerstown and the Town of Funkstown, MD. The referenced parcel is within the corporate boundaries of the Town of Funkstown and identified as Being All of Liber 1246 Folio 983 containing 44.11 acres.

DATE OF INTRODUCTION: 11/27/18
DATE OF PASSAGE: 12/18/18
EFFECTIVE DATE: 01/18/19

**JOINT ORDINANCE OF THE
TOWN OF FUNKSTOWN, MARYLAND
AND
THE MAYOR AND COUNCIL OF THE CITY OF HAGERSTOWN, MARYLAND
TO ENTER INTO AN AGREEMENT
FOR THE PROVISION OF SANITARY SEWER SERVICE**

WHEREAS: The Mayor and Council of the Town of Funkstown, as the duly-constituted legislative body of Funkstown, Maryland, a Maryland Municipal Corporation (the "Town") has determined that it is in the best interests of the Town and the citizenry thereof to enter into an agreement for the provision of sanitary sewer service (the "Agreement"); and

WHEREAS: The Mayor and Council of the City of Hagerstown, as the duly-constituted legislative body of the City of Hagerstown, Maryland, a Maryland Municipal Corporation (the "City"), has determined that it is in the best interests of the City and the citizenry thereof to enter into an agreement for the provision of sanitary sewer service to the area designated in said Agreement and subject to the conditions outlined in said Agreement; and

WHEREAS: This Ordinance is subject to the Joint Resolution Amending the Water Service Agreement wherein the City and the Town have agreed to amend Paragraph 4.8 of the Water Service Agreement by and between the City of Hagerstown, Maryland and the Town of Funkstown, Maryland, in order to add an additional water service Point of Delivery for the Town; and

WHEREAS: This Agreement is required to be authorized by Ordinances of the Town and the City.

NOW THEREFORE, BE IT RESOLVED, ENACTED AND ORDAINED, by the Town that the Agreement, a copy of which is attached hereto, be and is hereby accepted, approved and ratified; and

BE IT FURTHER RESOLVED, ENACTED AND ORDAINED, that Paul Crampton, Mayor of Funkstown, or his successors, is hereby authorized, empowered and directed to execute the Agreement and any other documents necessary to effectuate the purposes hereof.

NOW THEREFORE, BE IT RESOLVED, ENACTED AND ORDAINED, by the City that the Agreement, a copy of which is attached hereto, is hereby accepted, approved and ratified; and

BE IT FURTHER RESOLVED, ENACTED AND ORDAINED, that Robert Bruchey, II, Mayor of the City, or his successors, is hereby authorized, empowered and

directed to execute the Agreement and any other documents necessary to effectuate the purposes hereof, and

BE IT FURTHER RESOLVED, ENACTED AND ORDAINED, that this Ordinance shall become immediately effective at the expiration of thirty (30) days following its passage.

WITNESS AND ATTEST
AS TO CORPORATE SEAL

TOWN OF FUNKSTOWN
WASHINGTON COUNTY, MARYLAND

Brenda Haynes, Town Manager

By: _____ (SEAL)
Paul Crampton, Mayor

WITNESS AND ATTEST
AS TO CORPORATE SEAL

MAYOR AND COUNCIL OF THE
CITY OF HAGERSTOWN, MARYLAND

Donna K. Spickler, City Clerk

By: _____ (SEAL)
Robert Bruchey, II, Mayor

DATE OF INTRODUCTION: 11/27/18
DATE OF PASSAGE: 12/18/18
EFFECTIVE DATE: 01/18/19

**AGREEMENT FOR THE PROVISION OF SANITARY SEWER SERVICE
BY AND BETWEEN
THE CITY OF HAGERSTOWN, MARYLAND AND
THE TOWN OF FUNKSTOWN, MARYLAND**

INTRODUCTION

This Sanitary Sewer Service Agreement, hereafter called Agreement, dated January 18, 2019, by and between the City of Hagerstown, a Maryland municipal corporation (hereinafter called "City") and the Town of Funkstown, a Maryland municipal corporation, (hereinafter called "Town") is aimed at establishing the general terms and responsibilities for the provision of sanitary sewer service to the forty-four point one one (44.11) acre area (hereinafter called "joint sewer service area") which is delineated in the L.1246 F.983 (attached hereto as Exhibit A) to be served by the sewerage facilities of the City and which is outside the corporate limits of the City and outside the service area of the City sewer system as it exists on the date of this Agreement.

Based on the topography of the area, specifically that the Town would need to extend sewage services under Antietam Creek in order to service the designated joint sewer service area, the most cost-effective way to serve the designated area is by connection with the City's sewer system with sewage treatment to be accomplished at the City's plant.

1. City Provision For Service: The City shall accept for transport, treatment and disposal, the wastewaters generated in the designated area in accordance with a controlled capacity allocation system established and equitably managed by the City.
2. New Construction: The City and the Town shall cooperate in a joint pursuit of the design and construction effort concerning sewer service in the designated area. The City shall receive wastewater flow via a twenty-one (21) inch gravity main located adjacent-to and west of the joint sewer service area, which is delineated in Wastewater Collection District 12 Manhole 12014. The primary work effort and responsibility for design and construction within the joint sewer service area shall be with the Town. Upon completion of construction, the Town shall retain ownership of all sewerage facilities constructed under the Town's jurisdiction. The City shall be under no obligation to be the applicant, grantee, or financing agent for any funds to construct systems to be owned by the Town.
3. City Service Responsibilities: The City shall operate and maintain all City-owned sewerage facilities in accordance with all applicable rules, regulations, ordinances, permits, guidelines, and other criteria of any federal, state and local agencies and jurisdictions. The City shall have the authority to monitor water and waste flows to determine volume, flow delivery rate and/or strength of same. Furthermore, all sewerage facilities in the designated area shall be monitored to assure compliance with the applicable inflow/infiltration requirements.
4. Town Service Responsibilities: The Town will be responsible for operation and maintenance of sewerage facilities owned by the Town. The Town shall operate, repair and maintain all sewerage facilities in accordance with all applicable rules, regulations, ordinances, permits, guidelines, and other criteria of any federal, state and local agencies

and jurisdictions. The Town-owned collection systems shall be monitored to assure compliance with the applicable inflow/infiltration requirements. Upon request from the City, the Town shall permit the City to examine and make copies of all the Town's records to effectuate the purpose of this Agreement.

5. City Service Charges: The charge to joint sewer service customers in the joint sewer service area by the City for transporting and treating sewerage emanating from the joint sewer service area through the City-owned sewerage facilities shall be based on metered water consumption and shall be in accordance with the provisions of the City code for such services. The City shall bill directly the Town's sewer customers in the joint sewer service area unless otherwise specified by written agreement. The user charge rate for domestic type wastes to be charged to all users of the system located within the joint sewer service area shall comply with all applicable federal, state and local regulations. The City shall recover the actual cost of service through the City rates charged to joint sewer service customers. Cost of service shall include operating expenses, depreciation, return on investment, and cash flow requirements. A commercial and industrial rate system meeting all applicable requirements of federal, state, and local regulations shall establish the surcharges and other additional rates to be charged to all commercial and industrial users of the system. The Town shall be kept advised by the City of any proposed changes in the code or any other policy affecting such charges so the Town may have the opportunity to comment on same. The City shall assist the Town with official representation at any public hearing to be held to the extent necessary to present and to explain the charges being levied by the City for sewerage service the City provides to joint sewer service customers. The user charge rate will be assessed at the Joint Service Area rate as approved by the Mayor and Council of the City of Hagerstown as amended from time to time.
6. City Benefit Charges: In addition to the City charges described in Section 5, there shall be a City benefit charge per connection equitably assessed by the City based on capacity allocation. The final benefit charge shall be the same as the benefit charge applied to City users of the system located in the corporate limits of the City.
7. City Capacity Allocation: Capacity for wastewater contributions to the City Water Pollution Control plant shall be allocated to each customer account when the prospective customer receives approval of an application for sanitary sewer connection permit. The City will reserve a capacity allocation for all customers located in the joint sewer service area in an amount equivalent to forty (40) EDUs. As needed, the Town Council may request increases in capacity allocation. The Mayor and City Council for the City of Hagerstown shall have the authority to approve or deny any such increase in capacity allocation. Any increase in capacity allocation shall be mutually agreed to in writing. It is mutually accepted that, in the event the City cannot provide sewer service to future customers located in the designated area, the Town Council has the right to provide sewer service within the designated area by alternative means.
8. Delinquent Accounts: The City shall provide the Town with a list of accounts with delinquent Town balances at least quarterly for joint sewer service customers and shall assist the Town in the collection of these accounts through discontinuance of water

service or any other lawful means. If these means of collection fail, then the Town shall exercise its statutory rights and enter suit against all offenders in accordance with prevailing collection policies of the Town. Likewise, the Town shall by suit seek to enforce connection against all property owners who fail to connect to the sewer system in the time allowed therefore.

9. City Upgrades to Facilities: The cost of any future upgrades or other alterations made to the City Water Pollution Control system constructed to meet future applicable rules, regulations, ordinances, permits, guidelines, and other criteria of any federal, state and local agencies and jurisdictions, shall be borne by all users of the system in accordance with a system of charges. The cost of any future expansions of, or extensions to the City Water Pollution Control System constructed to provide sanitary sewer service to the designated area shall be borne by the users of the system for whom such expansions or extensions are constructed.
10. Amendments: Changes to this Agreement shall be made by formal amendment and adopted by resolution by the City and County. Amendments shall be effective for, and consistently applied to, the designated area.
11. Section Headings and Titles: Section headings, titles, etc., are for the purpose of description or ease of use and do not form a part of the text of this Agreement.

The parties agree and do represent to each other that this Agreement has been approved by each respective legislative body at a duly constituted public meeting and that the undersigned has been designated as the duly authorized signatory and representative of said legislative body.

In witness whereof, the parties hereto have executed this Agreement by their duly authorized signatory and representative.

WITNESS AND ATTEST
AS TO CORPORATE SEAL

TOWN OF FUNKSTOWN
WASHINGTON COUNTY, MARYLAND

Brenda Haynes, Town Manager

By: _____ (SEAL)
Paul Crampton, Mayor

WITNESS AND ATTEST
AS TO CORPORATE SEAL

MAYOR AND COUNCIL OF THE
CITY OF HAGERSTOWN, MARYLAND

Donna K. Spickler, City Clerk

By: _____ (SEAL)
Robert Bruchey, II, Mayor

DEFINITIONS

Benefit Charge (City): A charge by the City, currently described in Section 240-31 of the City Code, intended to distribute the City's installed cost of the WPC collection system and a pro rata share of the WPC plant cost to the benefitted property owners. The Mayor and Council of the City shall, by ordinance, fix, establish and adjust the amount of the minimum benefit charge and the amount of the benefit charge rate per gallon of allocation, in accordance with the Code of the City of Hagerstown.

Joint sewer service: Sewer service provided by both the City and Town where the Town owns and maintains a sewer collection system within the City's service area and the City provides conveyance through City-owned sewer lines and/or provides treatment at the City's sewage treatment plant.

Joint sewer service area: An area where the City and Town have agreed to provide joint sewer service where the Town agrees to own and maintain a sewer collection system within the City's service area and the City agrees to provide conveyance through City-owned sewer lines and/or provide treatment at the City's sewage treatment plant.

Joint sewer service customer: A sewer customer whose sewer service is provided by both Town-owned collection systems and City-owned conveyance and/or treatment facilities. The customer is considered to be a customer of both the City and the Town and receives charges from both the City and the Town for the sewage service each provides.



WASTEWATER COLLECTION DISTRICT 12

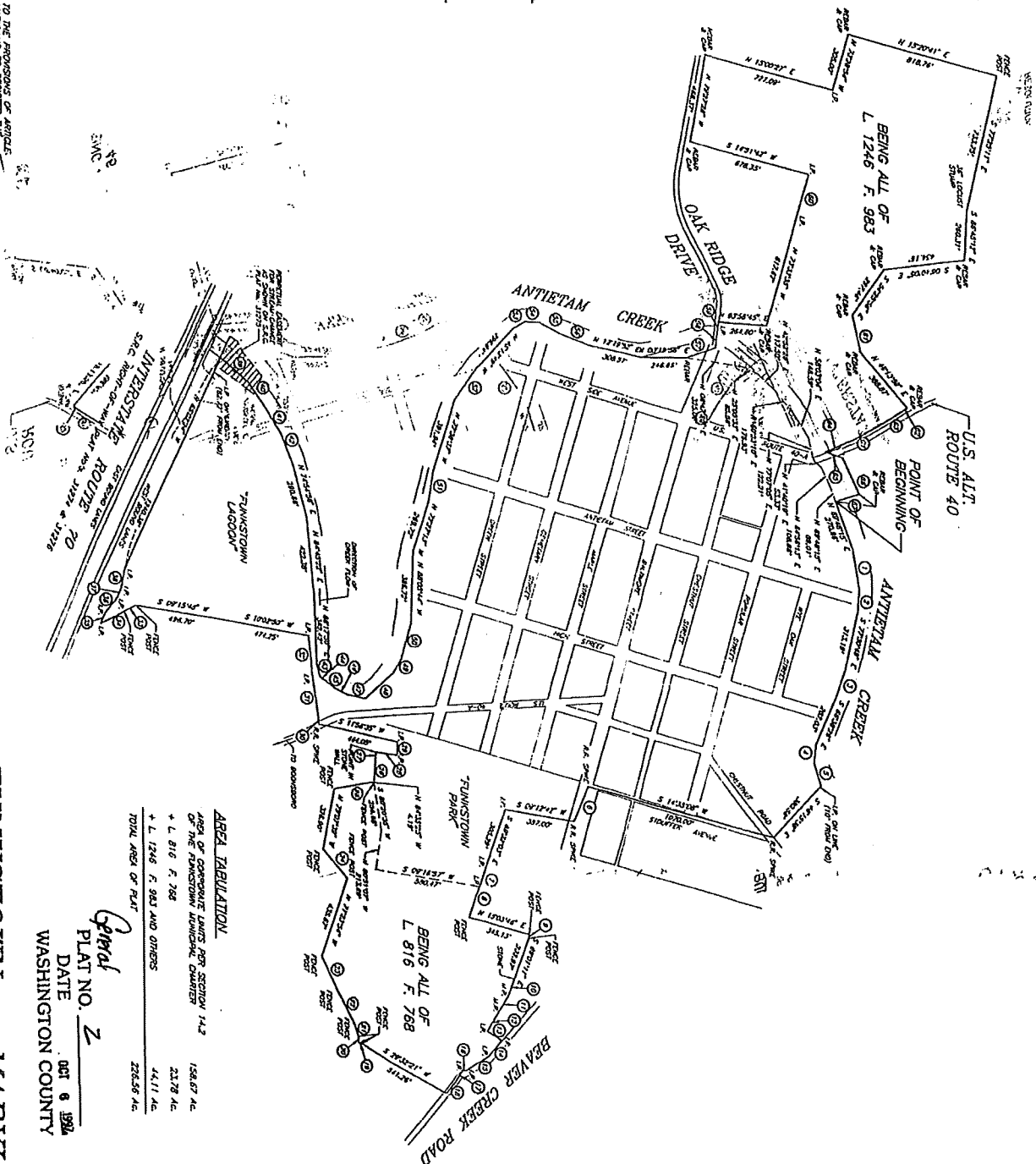
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NOTES

[illegible]

THE ABOVE-DESCRIBED PLAT IS EXEMPT FROM THE PROVISIONS OF THE SUBDIVISION ORDINANCE OF WASHINGTON COUNTY, MARYLAND PURSUANT TO §202.50 THEREOF.



AREA INVEILATION

AREA OF CORRESPONDING LIMITS FOR SECTION 14.2 OF THE FARMINGTON MUNICIPAL CHARTER	
+ L 816 P. 706	156.67 AC.
+ L 1246 P. 983 AND OTHERS	23.78 AC.
TOTAL AREA OF PLAT	14.11 AC.
	205.56 AC.

Special

PLAT NO. 2

DATE Oct 6 1990

WASHINGTON COUNTY

FUNKSTOWN - MARYLAND

PREVIOUSLY RECORDED AT PLAT FOLIO 4499

FOX & ASSOCIATES, INC. ENGINEERS • SURVEYORS • PLANNERS		DISTRICT <u>10</u> TAX MAP No. <u>58</u>
DRAIN BR. <u>D-10-97</u> D.I.L. <u>DATE</u> CHECKED BY: <u>DATE</u> R.E.T. <u>2-10-97</u>	FEDERAL LANDMANS 37101 42 REPUBLIC TAIL COAT SUITE C PHONE (703)-685-4800 FAX: (703)-685-4809	DIVC. No. <u>C-1564</u>

**REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND**

Topic:

Approval of an Ordinance: Authorizing Acceptance of a Deed in Lieu of Foreclosure for 117 S Locust Street

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

I hereby move for the Mayor and City Council to approve an Ordinance authorizing the acceptance of a deed in lieu of foreclosure for the property located at 117 S Locust Street. This property was acquired and sold by the City through the CDBG Homeownership Program and the City remains the primary mortgage holder after providing homebuyer financing to the current owner. The current owner has vacated the property with a remaining balance on the mortgage note and has asked the City to accept the property in lieu of foreclosure. All deed in lieu of foreclosure documents for the property are attached.

Action Dates:

DATE OF INTRODUCTION:	11/27/2018
DATE OF PASSAGE:	12/18/2018
EFFECTIVE DATE:	01/18/2019

ATTACHMENTS:

File Name

121818_Approval_Ordinance_Deed_in_Lieu_117_S_Locust.pdf

Description

Motion Approval of
Ordinance Deed in Lieu 117
S Locust St

REQUIRED MOTION

MAYOR AND CITY COUNCIL HAGERSTOWN, MARYLAND

Date: December 18, 2018

TOPIC: Approval of an Ordinance: Authorizing Acceptance of a Deed in Lieu of Foreclosure for 117 S Locust Street

Charter Amendment	_____
Code Amendment	_____
Ordinance	<u> X </u>
Resolution	_____
Other	_____

MOTION: I hereby move for the Mayor and City Council to approve an Ordinance authorizing the acceptance of a deed in lieu of foreclosure for the property located at 117 S Locust Street. This property was acquired and sold by the City through the CDBG Homeownership Program and the City remains the primary mortgage holder after providing homebuyer financing to the current owner. The current owner has vacated the property with a remaining balance on the mortgage note and has asked the City to accept the property in lieu of foreclosure. All deed in lieu of foreclosure documents for the property are attached.

DATE OF INTRODUCTION:	11/27/2018
DATE OF PASSAGE:	12/18/2018
EFFECTIVE DATE:	01/18/2019

CITY OF HAGERSTOWN, MARYLAND

**AN ORDINANCE TO APPROVE THE
ACCEPTANCE OF A DEED IN *LIEU* OF FORECLOSURE FOR
REAL PROPERTY KNOWN AS
117 SOUTH LOCUST STREET, HAGERSTOWN, MARYLAND**

RECITALS

WHEREAS, Betty J. Spence owns improved residential real property located at 117 South Locust Street, Hagerstown, Maryland (hereinafter the "Property"); and

WHEREAS, by Mortgage dated February 22, 1993, duly recorded in the Clerk's Office of the Circuit Court of Washington County, Maryland, in Liber 1081, folio 163, Betty J. Spence conveyed the herein described real property to the City of Hagerstown to secure payment of a certain Mortgage Note of even date therewith in the original principal amount of \$59,188.52; and

WHEREAS, Betty J. Spence still owes \$52,295.16 on said Mortgage Note;

WHEREAS, Betty J. Spence has vacated the Property and tried to market it privately with no success. Betty J. Spence has asked the City to accept the Property in *lieu* of a foreclosure action against the Property and herself;

WHEREAS, the Mayor and Council believe that the acquisition of the Property would benefit the citizens;

WHEREAS, a junior lienholder, Hagerstown Neighborhood Development Partnership, has agreed to release its lien on the Property for \$1 consideration, prior to the effective date of this Ordinance; and

WHEREAS the Mayor and Council believe it to be in the best interest of the citizens of the City of Hagerstown to accept the Property in exchange for forgiveness of the remaining balance on the Mortgage Note;

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

1. That the foregoing Recitals be and are hereby incorporated herein as if set forth verbatim.
2. That the conveyance of 117 South Locust Street, Hagerstown, Maryland by deed in lieu of foreclosure be and is hereby approved.

3. That the Mayor be and is hereby authorized accept a deed in *lieu* of foreclosure, estoppel affidavit, certificate of exemption from withholding, and affidavit as to total payment, copies of which are attached hereto and incorporated herein by reference. While said documents have been executed already by the transferor, they will not become effective unless and until this Ordinance is effective.

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 deed in *lieu* of foreclosure.

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

WITNESS AND ATTEST
AS TO CORPORATE SEAL

MAYOR AND COUNCIL OF THE
CITY OF HAGERSTOWN, MARYLAND

Donna K. Spickler,
City Clerk

Robert E. Bruchey, II, Mayor

Date of Introduction: November 27, 2018
Date of Passage: December 18, 2018
Effective Date: January 18, 2019

PREPARED BY:
SALVATORE & MORTON, LLC
CITY ATTORNEYS

Consideration: \$51,295.16
Assessed Value: \$61,600
Loan #: 18-0664

BETTY J. SPENCE
AND
CITY OF HAGERSTOWN, MARYLAND

DEED IN LIEU OF FORECLOSURE

THIS DEED IN LIEU OF FORECLOSURE, dated August 16, 2018, by and between Betty J. Spence, Grantor, and the City of Hagerstown, a municipal corporation existing under and by virtue of the laws of the State of Maryland, Grantee,

WITNESSETH:

THAT WHEREAS, by Mortgage dated February 22, 1993, duly recorded in the Clerk's Office of the Circuit Court of Washington County, Maryland, in Liber 1081, folio 163, Betty J. Spence conveyed the herein described real property to the City of Hagerstown to secure payment of a certain Mortgage Note of even date therewith in the original principal amount of \$59,188.52; and

WHEREAS, said Note was made and executed and the Mortgage given to secure payment of the purchase of the property herein described; and

WHEREAS, the Grantor is in arrears in the payment of said obligation according to the terms thereof and has agreed to transfer said property to the City of Hagerstown in lieu of foreclosure of the Mortgage which Deed in Lieu of Foreclosure has been approved by said note holder and is in accordance with the rules and regulations promulgated by the Grantee herein named.

NOW, THEREFORE, THIS DEED WITNESSETH: That for and in consideration of the sum of One Dollar (\$1.00), cash in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged, and in further consideration of the cancellation of the

balance of the debt evidenced by the aforementioned Note, the said Grantor does hereby bargain, sell, grant and convey to the Grantee, as sole owner, in fee simple, the following described property, to-wit:

All the following described real estate, together with the improvements thereon, and all rights, ways, easements, privileges and appurtenances thereto belonging or in anywise appertaining, situate in the City of Hagerstown, Washington County, State of Maryland, and more particularly described as follows:

To all that lot or parcel of ground, together with the improvements thereon, situate and fronting on the West side of South Locust Street in Hagerstown, Washington County, Maryland, and described as follows: BEGINNING at a point, said point stands in the West marginal line of South Locust Street 155.5 feet from the intersection of the West marginal line of South Locust Street with the South marginal line of East Antietam Street; said point also stands 84.8 feet from the North marginal line of a public alley measured along the West marginal line of South Locust Street, and running thence North 54 degrees 30 minutes West thence South 54 degrees 10 minutes East 80.2 feet to the West marginal line of South Locust Street; thence North 36 degrees 30 minutes East 21.5 feet to the place of beginning. The improvements thereon being known as 117 South Locust Street, Hagerstown, Maryland 21740.

Being the same property conveyed the Grantor by the Grantee by deed dated February 22, 1992 and recorded at Liber 1081, folio 161, one of the land records of Washington County, Maryland.

This conveyance is made expressly subject to any and all covenants, conditions, restrictions and easements, if any affecting the aforesaid property and constituting constructive notice.

In the event of a Petition of Bankruptcy filed by the Grantor within four (4) months from the date hereof and the trustee in Bankruptcy electing to have this transfer set aside, then the liens of the aforesaid Mortgage shall not be merged, but shall continue in force and effect.

The said Grantor does hereby covenant that she will warrant specially the property granted herein and that she will execute such further assurances of the same as may be requisite.

WITNESS the following signature and seal of the Grantor.

WITNESS:

[Signature]

Betty J. Spence (SEAL)
Betty J. Spence

STATE OF MARYLAND, COUNTY OF WASHINGTON, To-Wit:

I HEREBY CERTIFY, that on this 16 day of August 2018, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Betty J. Spence, personally known to me to be the person whose name is subscribed to the foregoing instrument and who did acknowledge that she executed the same for the purposes therein contained and who did affirm under the penalties of perjury that she is a legal resident of the State of Maryland.

Witness my hand and official Notarial Seal.

Ramona E. Power
Notary Public

My Commission Expires:

The undersigned, a member in good standing of the Bar of the Court of Appeals of Maryland, hereby certifies that the within instrument was prepared by him.

[Signature]
Jason Morton

Mail to:
City of Hagerstown
1 E. Franklin St.
Hagerstown, MD 21740

ESTOPPEL AFFIDAVIT

Betty J. Spence, (the "Affiant" whether one or more), being first duly sworn, deposes and says:

1. That Affiant is the identical party who made, executed and delivered that certain Deed in Lieu of Foreclosure (the "Deed") to the City of Hagerstown, dated August 16, 2018 2018, conveying the following described property (the "Property"):

All the following described real estate, together with the improvements thereon, and all rights, ways, easements, privileges and appurtenances thereto belonging or in anywise appertaining, situate in the City of Hagerstown, Washington County, State of Maryland, and more particularly described as follows:

To all that lot or parcel of ground, together with the improvements thereon, situate and fronting on the West side of South Locust Street in Hagerstown, Washington County, Maryland, and described as follows: BEGINNING at a point, said point stands in the West marginal line of South Locust Street 155.5 feet from the intersection of the West marginal line of South Locust Street with the South marginal line of East Antietam Street; said point also stands 84.8 feet from the North marginal line of a public alley measured along the West marginal line of South Locust Street, and running thence North 54 degrees 30 minutes West thence South 54 degrees 10 minutes East 80.2 feet to the West marginal line of South Locust Street; thence North 36 degrees 30 minutes East 21.5 feet to the place of beginning. The improvements thereon being known as 117 South Locust Street, Hagerstown, Maryland 21740.

Being the same property conveyed the Grantor by the Grantee by deed dated February 22, 1992 and recorded at Liber 1081, folio 161, one of the land records of Washington County, Maryland.

2. that the Deed was intended to be and was an absolute conveyance of the title to the Property to the Grantee named therein, the City of Hagerstown, in effect as well as in form, and was not intended as a mortgage, trust conveyance, or security agreement of any kind.

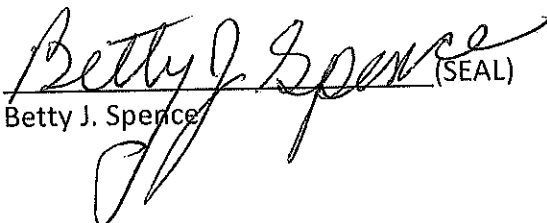
3. That it was the intention of the Affiant, as grantor in the Deed to convey, and by the Deed the Affiant did convey to the City of Hagerstown, all Affiant's right, title and interest absolutely in and to the Property.

4. That Affiant has surrendered possession of the Property to the City of Hagerstown.

5. That the consideration for the Deed was, and is, the full cancellation of all debts, obligations, costs, and charges previously existing under and by virtue of the terms of that certain Mortgage (an any associated Note) encumbering the above-described Property executed by the Affiant to the City of Hagerstown dated February 22, 1993, and recorded in

Liber 1081, folio 163 among the land records of Washington County, Maryland and the release of record of said Mortgage.

6. That at the time of making the Deed the Affiant believed and now believes that the aforesaid consideration represented is greater than or equal to the fair value of the Property.
7. That the Deed and conveyance were made by Affiant as a result of her request that the City of Hagerstown accept the Deed and was her free and voluntary act.
8. That in executing and delivering the Deed to the City of Hagerstown, the Affiant was not subject to or under any duress, undue influence, or misrepresentation by the Grantee in the Deed, or the agent or attorney or any other representative of the Grantee in the Deed and was afforded the opportunity to consult with any attorney of Affiant's own choosing.
9. That the Deed was not given as a preference against any other creditors of the Affiant.
10. That the Affiant recognizes that there may be income tax consequences as a result of the conveyance.
11. That at the time the Deed was executed and delivered by the Affiant there were no other persons, firms or corporations, other than the City of Hagerstown, who were interested in the Property, either directly or indirectly.
12. That Affiant has no other creditors whose rights would be prejudiced by execution and delivery of the Deed, and/or conveyance of the Property to the City of Hagerstown.
13. That the Affiant is not obligated upon any bond or other mortgage by which any lien has been created or exists against the Property.
14. That the lien of the Mortgage will remain valid and continuous and in full force and effect with respect to other secured creditors until released.
15. This affidavit is made for the protection and benefit of the City of Hagerstown and all other parties hereafter dealing with or who may acquire any interest in the Property, and it shall bind the respective heirs, executors, administrators and assigns of the undersigned.


Betty J. Spence (SEAL)

STATE OF MARYLAND, COUNTY OF WASHINGTON, To-Wit:

I HEREBY CERTIFY, that on this 16 day of August, 2018, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Betty J. Spence, personally known to me to be the person whose name is subscribed to the foregoing instrument and who did acknowledge that she executed the same for the purposes therein contained.

Witness my hand and official Notarial Seal.



Notary Public

My Commission Expires:

Nov. 14, 2019

**Certification of Exemption from Withholding Upon
Disposition of Maryland Real Estate Affidavit of
Residence or Principal Residence**

2017

Based on the certification below, Transferor claims exemption from the tax withholding requirements of §10-912 of the Tax-General Article, Annotated Code of Maryland. Section 10-912 provides that certain tax payments must be withheld and paid when a deed or other instrument that effects a change

in ownership of real property is presented for recordation. The requirements of §10-912 do not apply when a transferor provides a certification of Maryland residence or certification that the transferred property is the transferor's principal residence.

1. Transferor Information

Name of Transferor Betty J. Spence

2. Reasons for Exemption

Resident Status



I, Transferor, am a resident of the State of Maryland.



Transferor is a resident entity as defined in Code of Maryland Regulations (COMAR)03.04.12.02B(11), I am an agent of Transferor, and I have authority to sign this document on Transferor's behalf.

Principal Residence



Although I am no longer a resident of the State of Maryland, the Property is my principal residence as defined in IRC 121 (principal residence for 2 (two) of the last 5 (five) years) and is currently recorded as such with the State Department of Assessments and Taxation.

Under penalty of perjury, I certify that I have examined this declaration and that, to the best of my knowledge, it is true, correct, and complete.

3a. Individual Transferors

Witness

Betty J. Spence

Name

Signature Betty J. Spence

3b. Entity Transferors

Witness/Attest

Name of Entity

By

Name

Title

AFFIDAVIT AS TO TOTAL PAYMENT

Section 10-912(b) of the Tax-General Article, Annotated Code of Maryland requires that the total payment must be described in the recitals or the acknowledgment of the deed or other instrument of writing, or in an affidavit under oath that accompanies the deed or other instrument, that effects a change of ownership on the assessment books under the Tax-Property Article. Therefore, the undersigned do/does hereby certify under the penalties of perjury, that the following is true to the 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/we are the transferor(s), [or agent of the transferor(s) if so indicated], of that real property described in the accompanying deed.

Computation of Total Payment

- a. Total Sales Price: \$52,295.16
- b. Less selling expenses: \$ _____
i.e. commissions,
settlement charges
recordation and transfer
taxes (does not include real
estate taxes or pro-rations)
- c. Net Sales Price: \$ _____
- d. Less debts secured by
Mortgages, Deeds of Trust or
other liens on the property
must be older than 90 days \$ _____
\$ _____
\$ _____

2. The amount of total payment for the purposes of the Withholding Law is:

\$52,295.16

3. The within transfer is exempt from withholding tax pursuant to tax General Article §10-912(d)(3) of the Annotated Code of Maryland and also exempt pursuant to COMAR Title 03 Subtitle 04 Chapter 12.03 B(5)(a) or (b) or COMAR Title 03 Subtitle 04 Chapter 12.03 B(6) since it is foreclosure property as defined in said Code and Regulations.

DATED this 12 day of October, 2018

Witness/Attest: Ramona Bouvier

Billy J. Spence
Grantor

Sorry

**REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND**

Topic:

Approval of an Ordinance: Authorizing the Sale of Property Located at 441 North Jonathan Street

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

I hereby move for the Mayor and City Council to approve an Ordinance authorizing the sale of City-owned property located at 441 N Jonathan Street to the Hagerstown Revitalization Corporation (HRC) for the sum of \$1. The HRC, a subsidiary of the Housing Authority of the City of Hagerstown, will carry out additional renovation activities to revitalize the property with the eventual goal of homeownership occupancy. The sale will be in accordance with all terms and conditions outlined in the attached Purchase Agreement.

Action Dates:

DATE OF INTRODUCTION: 11/27/2018

PASSAGE: 12/18/2018

DATE: 01/18/2019

DATE OF
EFFECTIVE

ATTACHMENTS:

File Name

121818_Motion_Approval_Ordinance_441_N_Jonathan.pdf

Description

Motion Approval of
Ordinance 441 N Jonathan
St

REQUIRED MOTION

MAYOR AND CITY COUNCIL HAGERSTOWN, MARYLAND

Date: December 18, 2018

TOPIC: Approval of an Ordinance: Authorizing the Sale of Property Located
at 441 North Jonathan Street

Charter Amendment	_____
Code Amendment	_____
Ordinance	<u> X </u>
Resolution	_____
Other	_____

MOTION: I hereby move for the Mayor and City Council to approve an Ordinance authorizing the sale of City-owned property located at 441 N Jonathan Street to the Hagerstown Revitalization Corporation (HRC) for the sum of \$1. The HRC, a subsidiary of the Housing Authority of the City of Hagerstown, will carry out additional renovation activities to revitalize the property with the eventual goal of homeownership occupancy. The sale will be in accordance with all terms and conditions outlined in the attached Purchase Agreement.

DATE OF INTRODUCTION:	11/27/2018
DATE OF PASSAGE:	12/18/2018
EFFECTIVE DATE:	01/18/2019

CITY OF HAGERSTOWN, MARYLAND

**AN ORDINANCE TO APPROVE THE SALE
OF A PROPERTY KNOWN AS
441 NORTH JONATHAN STREET, HAGERSTOWN, MARYLAND
AND AUTHORIZING EXECUTION AND DELIVERY OF A
PURCHASE AGREEMENT BETWEEN THE CITY AND THE HAGERSTOWN
REVITALIZATION CORPORATION**

RECITALS

WHEREAS, the City of Hagerstown, hereinafter called "the City," owns a property located at Maryland known as 441 North Jonathan (Tax Map 308; Parcel 0401) and identified in a Deed to the City dated August 30, 2005, and recorded at Liber 2766, Folio 671 (hereinafter the "Property"); and

WHEREAS, the Property is a vacant residential duplex, consisting of two identical units, neither of which has been occupied since on or about 2005; and

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

WHEREAS, the Hagerstown Revitalization Corporation, a Maryland not-for profit entity which provides housing for low-income individuals and families, has submitted a proposal for purchase and redevelopment for the Property, which proposal has been approved and recommended by City staff; and

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

WHEREAS, attached hereto and incorporated herein is a Purchase Agreement, including various Addenda and other attachments, for the purchase of the Property; and

WHEREAS, the Purchase Agreement requires the Hagerstown Revitalization to rehabilitate, market and sell the Property, and if unable to do so, to rent the Property; and

WHEREAS the Mayor and Council believe it to be in the best interest of the citizens of the City of Hagerstown to enter into said Purchase Agreement.

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

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

2. That the Mayor and Council find that the Property is not needed for any public purpose.

3. That the sale of the Property pursuant to the terms of the attached Purchase Agreement is hereby approved.

4. That the Mayor be and is hereby authorized to execute and deliver the Purchase Agreement with the Hagerstown Revitalization Corporation, a copy of which is attached hereto and incorporated herein by reference.

5. 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 Purchase Agreement.

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

WITNESS AND ATTEST
AS TO CORPORATE SEAL

MAYOR AND COUNCIL OF THE
CITY OF HAGERSTOWN, MARYLAND

Donna K. Spickler,
City Clerk

Robert E. Bruchey, II, Mayor

Date of Introduction: November 27, 2018
Date of Passage: December 18, 2018
Effective Date: January 18, 2019

PREPARED BY:
SALVATORE & MORTON, LLC
CITY ATTORNEYS

PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT (this "**Agreement**") is made as of the ___ day of _____, 2018, the Hagerstown Revitalization Corporation, a 501(C)(3) non-profit corporation ("**Buyer**") and the City of Hagerstown, a Maryland municipal corporation ("**Seller**").

WHEREAS, the Seller is the owner in fee simple of certain improved real property consisting of 1 parcel of land located in Hagerstown, Maryland known as 441 North Jonathan Street (Tax Map 308; Parcel 0401) and identified in a Deed to Seller dated August 30, 2005, and recorded at Liber 2766, Folio 671. The foregoing real property and improvements are collectively referred to herein as the "**Property**".

and

WHEREAS, the Buyer wishes to purchase said Property from the City in accordance with the terms of this Agreement;

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, the Property at and for a total purchase price of One and 00/100 Dollars (\$1.00), 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 no event later than March 31, 2019, 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 inspection of the property by the Buyer or Buyer's agents.
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 title has passed.
6. The parties acknowledge that this property is being sold for less than fair market value in order to promote the City's homeownership efforts. In consideration thereof, Buyer agrees to the following: (1) Buyer shall perform all acts necessary to bring the Property up to any and all applicable building and livability codes (including but not limited to the City of Hagerstown's

Rental Facilities Ordinance at Chapter 197 of the City Code) within six (6) months of purchase. Thereafter, Buyer shall attempt to sell the Property at market rate to eligible homeowners as defined in addendum 2. Buyer shall be entitled to retain all net profits of sale. Net profits of sale shall be defined as the gross sales price, less (1) any ordinary and necessary broker's fees or commissions; (2) closing costs; and (3) verified costs of improvements made to the Property by Buyer. Buyer may rent the Property at market rate to a qualified tenant while Buyer attempts to sell the Property. If Buyer is unable, after *bona fide* effort, to sell the Property, it may continue to rent the Property at market rate. Buyer shall be entitled to any and all rental income it receives for the Property. In the event that Buyer should rent the Property, it shall continue to make best efforts market and sell the Property within five (5) years of the date of this Agreement. If Buyer is unable to sell the Property within the five (5) year period, it shall be entitled to continue to maintain the Property as a rental property. The obligations contained in this provision shall survive closing.

7. 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.

8. Buyer agrees (a) to accept possession of the real property on the date of settlement in its then current "As Is" condition; (b) to rely upon the inspection which Buyer has made or which Buyer will make before the settlement date; and (c) after delivery of the deed, to assert no claims against Seller for any defects in the condition of the real property. Any inspection(s) performed by Buyer/Buyer's agent shall be performed at the sole risk of Buyer/Buyer's Agent.

9. INTENTIONALLY LEFT BLANK

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

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

11. Seller hereby notifies the Buyer that the property may be subject to the

Agricultural Transfer Tax as set forth in 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.

12. Each party certifies to the other that it has no knowledge of nor has it 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.

13. It is the express understanding of the parties that **TIME IS OF THE ESSENCE** of this Agreement, that the terms and provisions hereof shall survive the delivery of the deed of conveyance, and that this Agreement shall be binding upon the parties, their heirs, successors and assigns. However, Buyer shall not assign this Agreement to any party without the prior written consent of the Seller, in the Seller's sole and absolute discretion.

14. 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 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 any 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.

15. 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.

16. 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.

17. 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 fees of attorneys, engineers, title examiners, consultants and accountants.

18. 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:

Seller's notice address:

Jonathan Kerns
Dept. of Community & Economic Development
N. Potomac Street
Hagerstown, MD 21740

With a copy to:

Jason Morton, Esquire
82 West Washington St
Ste 100
Hagerstown, MD 21740

Buyer's notice address:

Hagerstown Revitalization Corporation
35 West Baltimore Street
Hagerstown, Maryland 21740
Attn: Mr. Sean Griffith, President

With a copy to:

M. Lynn Williams, Esquire
111 West Washington Street
Hagerstown, MD 21740

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.

19. The following Addenda are attached hereto and incorporated into this Purchase Agreement: (1) Addendum to Contract of Sale; (2) Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards; (3) Protect Your Family from Lead in Your Home pamphlet; and (4) Maryland Lead Poisoning Prevention Program Disclosure.
20. 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.
21. Any approvals required under the provisions of this Agreement by City shall be as duly authorized by the Mayor and Council as its duly constituted legislative

body.

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

ATTEST:

City of Hagerstown, SELLER

Donna K. Spickler, City Clerk

BY: _____ (SEAL)
Robert E. Bruchey, II, Mayor

WITNESS

BUYER:
HAGERSTOWN REVITALIZATION
CORPORATION

Name:

By: _____
Sean Griffith
President

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

I HEREBY CERTIFY that on this day of , 2018, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Robert E. Bruchey, II, known to me to be the Mayor of The City of Hagerstown, whose name is subscribed to the foregoing Purchase Agreement, 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:

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

I HEREBY CERTIFY that on this day of , 2018, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Sean Griffith, known to me or satisfactorily proven to me to be the President of the Hagerstown Revitalization Corporation, whose name is subscribed to the foregoing Purchase Agreement, who acknowledged that he executed the same for the purposes therein contained as their act, with full authority to do so.

WITNESS my hand and Official Notarial Seal.

Notary Public

My Commission Expires:

ADDENDUM 1 TO PURCHASE AGREEMENT

NOTICE TO PURCHASER OF PURCHASERS RIGHTS UNDER MARYLAND'S PROPERTY DISCLOSURE LAW

SECTION 10-702 OF THE REAL PROPERTY ARTICLE OF THE ANNOTATED CODE OF MARYLAND ("SECTION 10-702") REQUIRES THAT SELLERS OF SINGLE FAMILY RESIDENTIAL PROPERTY PROVIDE YOU, THE PURCHASER, ON OR BEFORE ENTERING INTO AN AGREEMENT OF SALE EITHER:

(A) A written property conditions "Disclosure Statement" listing all defects or information of which the Seller has actual knowledge in relation to the following:

1) Water and Sewer systems, including the source of household water, water treatment systems, and sprinkler systems; 2) Insulation; 3) Structural systems, including the roof, walls, floors, foundation, and any basement; 4) Plumbing, electrical, heating, and air conditions systems; 5) Infestation of wood-destroying insects; 6) Land use matters; 7) Hazardous or regulated materials, including asbestos, lead-based paint, radon, underground storage tanks, and licensed landfills; and 8) Any other material defects known to the seller; or

(B) A written "Disclaimer Statement" providing that: 1) The Seller makes no representations or warranties as to the condition of the real property or any improvements on the real property; and 2) the purchaser will be receiving the real property "as is", with all defects that may exist, except as otherwise provided in the Agreement of sale.

At the time the Disclosure or Disclaimer Statement is delivered to you, you are required to date and sign a written acknowledgement of receipt, which shall be included in or attached to the Agreement of sale.

You are hereby notified that, in certain circumstances, you have the right to rescind your Agreement of sale with the Seller, if the Seller fails to deliver to you the written "Property Condition Disclosure Statement". Section 10-702 provides that a purchaser who does not receive the "Disclosure Statement" on or before entering into the Agreement of sale has the unconditional right, upon written notice to the Seller or Seller's agent; 1) to rescind the Agreement of sale at any time before the receipt of the "Disclosure Statement" or within 5 days following receipt of the "Disclosure Statement", and 2) to the immediate return of any deposits made on account of the Agreement of sale.

If the "Disclosure Statement" is delivered to you later than 3 days after the Seller enters into a Agreement of sale with you, the Agreement of sale is void. Your right to rescind the Agreement of sale

under Section 10-702 terminates if not exercised before making written application to 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.

Your rights as a purchaser under Section 10-702 may not be waived in the Agreement of sale, and any attempted waiver is void. Your rights as the purchaser to terminate the Agreement of sale under Section 10-702 are waived conclusively if not exercised before; 1) closing or occupancy by you, whichever occurs first, in the event of a sale; or 2) 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 salesperson, if any. The Seller is not required to undertake or provide an independent investigation or inspection of the real property in order to make the disclosures required by Section 10-702. The Seller is not liable for any 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.

You have the right to obtain professional advice about the real property or to obtain an independent inspection of the property by a certified or licensed inspection, and any disclosure or disclaimer is not a substitute for the same.

The undersigned purchaser(s) acknowledges receipt of this notice on the date indicated below and acknowledges that the real estate licensee named below has informed the purchaser of the purchaser's rights and obligations under section 10-702.

The above is to be considered part of the Agreement and of equal force and effect as all other terms and conditions which otherwise remain the same.

Date: _____

WITNESS

BUYER:
HAGERSTOWN REVITALIZATION
CORPORATION

Name:

President

By: _____
Sean Griffith,

DISCLAIMER STATEMENT

The Seller hereby represents that the Seller makes no representations or warranties as to the condition of the real property or any improvements on the real property and the purchase will be receiving the real property "as is", with all defects that may exist, except as otherwise provided in the Agreement of sale.

ATTEST:

THE CITY OF HAGERSTOWN, SELLER

Donna K. Spickler, City Clerk

By: _____ (SEAL)
Robert E. Bruchey, II, Mayor

The Buyer hereby acknowledges receipt of the Disclaimer Statement herein on the ____ day of _____, 2018.

WITNESS

BUYER:
HAGERSTOWN REVITALIZATION
CORPORATION

Name:

By: _____
Sean Griffith
President

REAL ESTATE TRANSFER DISCLOSURE STATEMENT

THIS REAL ESTATE TRANSFER DISCLOSURE STATEMENT CONCERNS THE REAL PROPERTY LOCATED IN WASHINGTON COUNTY, STATE OF MARYLAND, DESCRIBED HEREINABOVE. 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 AGREEMENT 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 reconciliations 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 wellbeing 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.

City of Hagerstown, Seller

By: _____

Date _____

I ACKNOWLEDGE RECEIPT OF A COPY OF THIS STATEMENT:

Buyer _____

Date _____

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

ADDENDUM 2 TO PURCHASE AGREEMENT

This Addendum entered into this _____ day of _____, 2018 by the City of Hagerstown, hereinafter called "Seller" and the Hagerstown Revitalization Corporation, hereinafter called "Purchaser."

WHEREAS, the Seller and Purchaser entered into a Contract of Sale dated _____ for the sale of _____ () parcels of land in Hagerstown, Washington County, Maryland (collectively "the Property"), and

WHEREAS, the Contract provided that the Purchaser agreed to resell the Property to Buyers who will meet Community Development Block Grant (CDBG) current income eligibility guidelines and it was further agreed that this condition shall appear in the Deed, and

WHEREAS, the parties wish to more specifically define this obligation and refer to the same in the Deed.

NOW, THEREFORE, in consideration of the mutual promises made in the aforementioned Contract of Sale and for the purpose of more particularly defining the obligations of the Seller and Purchaser under the aforementioned provisions of the Contract of Sale, the Purchaser and Seller agree as follows:

1. Purchaser must demonstrate that the CDBG Eligible Activity of Disposition meets the CDBG National Objective Standard of Low and Moderate Income Housing at Code of Federal Regulations Title 24 §570.208(a)(3) by documenting the compliance test at Code of Federal Regulations Title 24 §570.208(a)(3), incorporated herein by reference, has been met. Records demonstrating compliance with this national objective standard will include information required by Code of Federal Regulations Title 24 §570.506(b)(4)(iii) shall be maintained by Purchaser. Within thirty (30) days of transfer of the property from Purchaser to an owner occupant, Purchaser shall forward a copy of records demonstrating compliance with Code of Federal Regulations Title 24 §570.208(a)(3) to the City of Hagerstown Department of Community and Economic Development. Purchaser shall make an income determination based on the then current City of Hagerstown CDBG Income Limits to demonstrate that this activity benefits a low and moderate income household. Supporting information on income by IRS household size shall be documented by detailed income verification of the types of income included in the IRS Form 1040 definition of income including amounts.

2. That the provisions of paragraph 1 hereof shall survive the execution of the Contract of Sale and not be merged into the Deed and further that provisions of this Addendum shall be incorporated by reference into the Deed.

WITNESS our hands and seals.

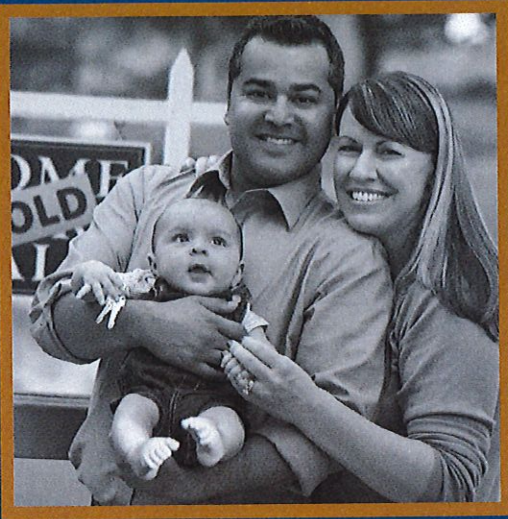
WITNESS AND ATTEST:

CITY OF HAGERSTOWN

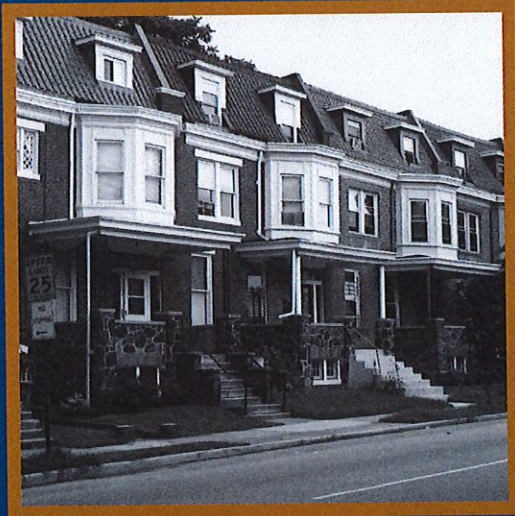
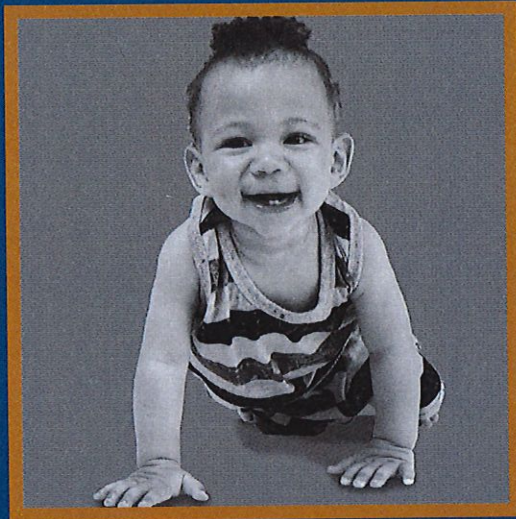
BY: _____(Seal)

HAGERSTOWN REVITALIZATION CORPORATION

BY: _____(Seal)
Sean Griffith, Executive Director



Protect Your Family From Lead in Your Home



United States
Environmental
Protection Agency



United States
Consumer Product
Safety Commission



United States
Department of Housing
and Urban Development

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

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

Read this entire brochure to learn:

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

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

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

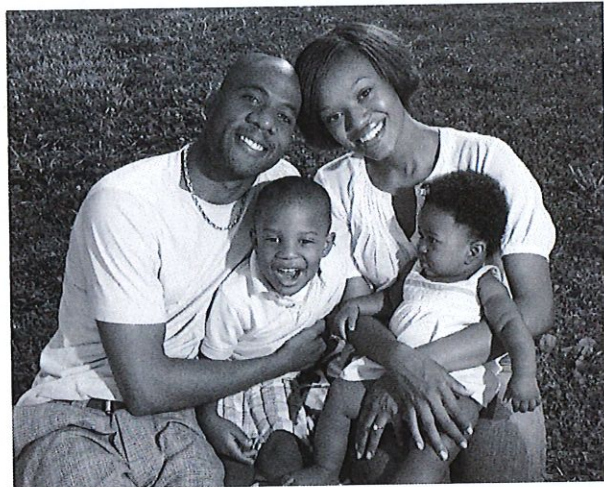
Lead Gets into the Body in Many Ways

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.

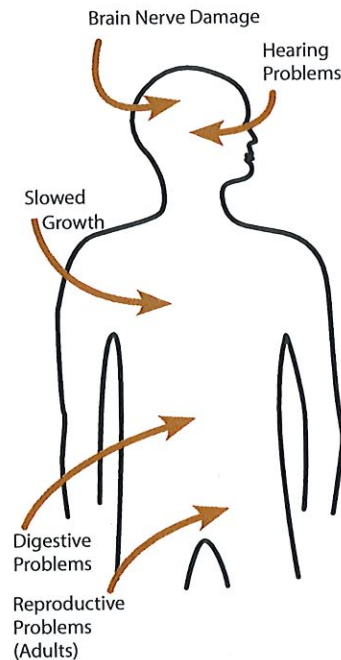
- Women with a high lead level in their system before or during pregnancy risk exposing the fetus to lead through the placenta during fetal development.

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), 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

Deteriorating 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:

- 40 micrograms per square foot ($\mu\text{g}/\text{ft}^2$) and higher for floors, including carpeted floors
- 250 $\mu\text{g}/\text{ft}^2$ and higher for interior window sills

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

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

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

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

Checking Your Home for Lead

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

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



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

Checking Your Home for Lead, continued

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

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

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

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

What You Can Do Now to Protect Your Family

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

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

Reducing Lead Hazards

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

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



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

- Hire a Lead-Safe Certified firm (see page 12) to perform renovation, repair, or painting (RRP) projects that disturb painted surfaces.
- To correct lead hazards permanently, hire a certified lead abatement professional. 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:

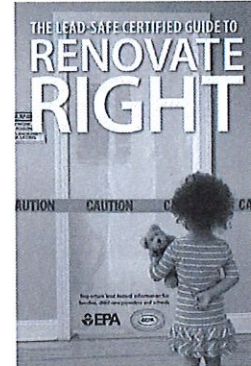
- 40 micrograms per square foot ($\mu\text{g}/\text{ft}^2$) for floors, including carpeted floors
- 250 $\mu\text{g}/\text{ft}^2$ for interior windows sills
- 400 $\mu\text{g}/\text{ft}^2$ for window troughs

For help in locating certified lead abatement professionals in your area, call your state or local agency (see pages 14 and 15), or visit 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/lead 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/safewater 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/lead, 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) 321-6671

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 (DT-8J)
77 West Jackson Boulevard
Chicago, IL 60604-3666
(312) 886-7836

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.
WWPD/TOPE
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
Solid Waste & Toxics Unit (WCM-128)
1200 Sixth Avenue, Suite 900
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. Contact HUD's Office of Healthy Homes and Lead Hazard Control 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/offices/lead/

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IMPORTANT!

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

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



MARYLAND LEAD POISONING PREVENTION PROGRAM DISCLOSURE

Property Address: _____

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

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

AND

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

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

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

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

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

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

Seller _____ Date _____ Buyer _____ Date _____

Seller _____ Date _____ Buyer _____ Date _____

Seller's Agent _____ Date _____ Buyer's Agent _____ Date _____



1/15



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REALTOR®, 11111 Oak Ridge Drive, Suite 2000, Hagerstown, MD 21740

Phone: 101-372-8302

Fax: 101-372-0453

Website

Produced with the Form by ePlodge (6070 Fellen Mte Road, Freer, Michigan 48020) www.eplodge.com



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

Property Address: _____

SELLER/LANDLORD REPRESENTS AND WARRANTS, INTENDING THAT SUCH BE RELIED UPON REGARDING THE ABOVE PROPERTY, THAT (SELLER/LANDLORD TO INITIAL APPLICABLE LINE): _____ housing was constructed prior to 1978 OR _____ date of construction is uncertain.

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) _____ / _____ 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) _____ / _____ 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) _____ / _____ Buyer/Tenant has received copies of all information listed in section (b)(I) above, if any.

(d) _____ / _____ 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) _____ / _____ 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) _____ / _____ 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.

Seller/Landlord _____ / Date _____

Buyer/Tenant _____ Date _____

Seller/Landlord _____ Date _____

Buyer/Tenant _____ Date _____

Seller's/Landlord's Agent _____ Date _____

Buyer's/Tenant's Agent _____ Date _____



**REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND**

Topic:

Approval of an Ordinance: Authorizing the Sale of Property Located at 443 North Jonathan Street

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

I hereby move for the Mayor and City Council to approve an Ordinance authorizing the sale of City-owned property located at 443 N Jonathan Street to the Hagerstown Revitalization Corporation (HRC) for the sum of \$1. The HRC, a subsidiary of the Housing Authority of the City of Hagerstown, will carry out additional renovation activities to revitalize the property with the eventual goal of homeownership occupancy. The sale will be in accordance with all terms and conditions outlined in the attached Purchase Agreement.

Action Dates:

DATE OF INTRODUCTION: 11/27/2018
PASSAGE: 12/18/2018
DATE: 01/18/2019

DATE OF
EFFECTIVE

ATTACHMENTS:

File Name

121818_Approval__Ordinance_443_N_Jonathan.pdf

Description

Motion Approval Ordinance
443 N Jonathan St

REQUIRED MOTION

MAYOR AND CITY COUNCIL HAGERSTOWN, MARYLAND

Date: December 18, 2018

TOPIC: Approval of an Ordinance: Authorizing the Sale of Property Located
at 443 North Jonathan Street

Charter Amendment	_____
Code Amendment	_____
Ordinance	<u> X </u>
Resolution	_____
Other	_____

MOTION: I hereby move for the Mayor and City Council to approve an Ordinance authorizing the sale of City-owned property located at 443 N Jonathan Street to the Hagerstown Revitalization Corporation (HRC) for the sum of \$1. The HRC, a subsidiary of the Housing Authority of the City of Hagerstown, will carry out additional renovation activities to revitalize the property with the eventual goal of homeownership occupancy. The sale will be in accordance with all terms and conditions outlined in the attached Purchase Agreement.

DATE OF INTRODUCTION:	11/27/2018
DATE OF PASSAGE:	12/18/2018
EFFECTIVE DATE:	01/18/2019

CITY OF HAGERSTOWN, MARYLAND

**AN ORDINANCE TO APPROVE THE SALE
OF A PROPERTY KNOWN AS
443 NORTH JONATHAN STREET, HAGERSTOWN, MARYLAND
AND AUTHORIZING EXECUTION AND DELIVERY OF A
PURCHASE AGREEMENT BETWEEN THE CITY AND THE HAGERSTOWN
REVITALIZATION CORPORATION**

RECITALS

WHEREAS, the City of Hagerstown, hereinafter called "the City," owns a property located at Maryland known as 443 North Jonathan Street (Tax Map 308; Parcel 0401) and identified in a Deed to Seller dated June 21, 2005, and recorded at Liber 2696, Folio 411 (hereinafter the "Property"); and

WHEREAS, the Property is a vacant residential duplex, consisting of two identical units, neither of which has been occupied since on or about 2005; and

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

WHEREAS, the Hagerstown Revitalization Corporation, a Maryland not-for profit entity which provides housing for low-income individuals and families, has submitted a proposal for purchase and redevelopment for the Property, which proposal has been approved and recommended by City staff; and

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

WHEREAS, attached hereto and incorporated herein is a Purchase Agreement, including various Addenda and other attachments, for the purchase of the Property; and

WHEREAS, the Purchase Agreement requires the Hagerstown Revitalization to rehabilitate, market and sell the Property, and if unable to do so, to rent the Property; and

WHEREAS the Mayor and Council believe it to be in the best interest of the citizens of the City of Hagerstown to enter into said Purchase Agreement.

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

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

2. That the Mayor and Council find that the Property is not needed for any public purpose.

3. That the sale of the Property pursuant to the terms of the attached Purchase Agreement is hereby approved.

4. That the Mayor be and is hereby authorized to execute and deliver the Purchase Agreement with the Hagerstown Revitalization Corporation, a copy of which is attached hereto and incorporated herein by reference.

5. 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 Purchase Agreement.

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

WITNESS AND ATTEST
AS TO CORPORATE SEAL

MAYOR AND COUNCIL OF THE
CITY OF HAGERSTOWN, MARYLAND

Donna K. Spickler,
City Clerk

Robert E. Bruchey, II, Mayor

Date of Introduction: November 27, 2018
Date of Passage: December 18, 2018
Effective Date: January 18, 2019

PREPARED BY:
SALVATORE & MORTON, LLC
CITY ATTORNEYS

PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT (this "**Agreement**") is made as of the ___ day of _____, 2018, the Hagerstown Revitalization Corporation, a 501(C)(3) non-profit corporation ("**Buyer**") and the City of Hagerstown, a Maryland municipal corporation ("**Seller**").

WHEREAS, the Seller is the owner in fee simple of certain improved real property consisting of 1 parcel of land located in Hagerstown, Maryland known as 443 North Jonathan Street (Tax Map 308; Parcel 0401) and identified in a Deed to Seller dated June 21, 2005, and recorded at Liber 2696, Folio 411. The foregoing real property and improvements are collectively referred to herein as the "**Property**".

and

WHEREAS, the Buyer wishes to purchase said Property from the City in accordance with the terms of this Agreement;

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, the Property at and for a total purchase price of One and 00/100 Dollars (\$1.00), 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 no event later than March 31, 2019, 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 inspection of the property by the Buyer or Buyer's agents.
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 title has passed.
6. The parties acknowledge that this property is being sold for less than fair market value in order to promote the City's homeownership efforts. In consideration thereof, Buyer agrees to the following: (1) Buyer shall perform all acts necessary to bring the Property up to any and all applicable building and livability codes (including but not limited to the City of Hagerstown's

Rental Facilities Ordinance at Chapter 197 of the City Code) within six (6) months of purchase. Thereafter, Buyer shall attempt to sell the Property at market rate to eligible homeowners as defined in addendum 2. Buyer shall be entitled to retain all net profits of sale. Net profits of sale shall be defined as the gross sales price, less (1) any ordinary and necessary broker's fees or commissions; (2) closing costs; and (3) verified costs of improvements made to the Property by Buyer. Buyer may rent the Property at market rate to a qualified tenant while Buyer attempts to sell the Property. If Buyer is unable, after *bona fide* effort, to sell the Property, it may continue to rent the Property at market rate. Buyer shall be entitled to any and all rental income it receives for the Property. In the event that Buyer should rent the Property, it shall continue to make best efforts market and sell the Property within five (5) years of the date of this Agreement. If Buyer is unable to sell the Property within the five (5) year period, it shall be entitled to continue to maintain the Property as a rental property. The obligations contained in this provision shall survive closing.

7. 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.

8. Buyer agrees (a) to accept possession of the real property on the date of settlement in its then current "As Is" condition; (b) to rely upon the inspection which Buyer has made or which Buyer will make before the settlement date; and (c) after delivery of the deed, to assert no claims against Seller for any defects in the condition of the real property. Any inspection(s) performed by Buyer/Buyer's agent shall be performed at the sole risk of Buyer/Buyer's Agent.

9. INTENTIONALLY LEFT BLANK

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

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

11. Seller hereby notifies the Buyer that the property may be subject to the

Agricultural Transfer Tax as set forth in 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.

12. Each party certifies to the other that it has no knowledge of nor has it 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.

13. It is the express understanding of the parties that **TIME IS OF THE ESSENCE** of this Agreement, that the terms and provisions hereof shall survive the delivery of the deed of conveyance, and that this Agreement shall be binding upon the parties, their heirs, successors and assigns. However, Buyer shall not assign this Agreement to any party without the prior written consent of the Seller, in the Seller's sole and absolute discretion.

14. 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 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 any 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.

15. 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.

16. 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.

17. 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 fees of attorneys, engineers, title examiners, consultants and accountants.

18. 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:

Seller's notice address:

Jonathan Kerns
Dept. of Community & Economic Development
N. Potomac Street
Hagerstown, MD 21740

With a copy to:

Jason Morton, Esquire
82 West Washington St
Ste 100
Hagerstown, MD 21740

Buyer's notice address:

Hagerstown Revitalization Corporation
35 West Baltimore Street
Hagerstown, Maryland 21740
Attn: Mr. Sean Griffith, President

With a copy to:

M. Lynn Williams, Esquire
111 West Washington Street
Hagerstown, MD 21740

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.

19. The following Addenda are attached hereto and incorporated into this Purchase Agreement: (1) Addendum to Contract of Sale; (2) Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards; (3) Protect Your Family from Lead in Your Home pamphlet; and (4) Maryland Lead Poisoning Prevention Program Disclosure.
20. 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.
21. Any approvals required under the provisions of this Agreement by City shall be as duly authorized by the Mayor and Council as its duly constituted legislative

body.

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

ATTEST:

City of Hagerstown, SELLER

Donna K. Spickler, City Clerk

BY: _____ (SEAL)
Robert E. Bruchey, II, Mayor

WITNESS

BUYER:
HAGERSTOWN REVITALIZATION
CORPORATION

Name:

By: _____
Sean Griffith
President

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

I HEREBY CERTIFY that on this day of , 2018, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Robert E. Bruchey, II, known to me to be the Mayor of The City of Hagerstown, whose name is subscribed to the foregoing Purchase Agreement, 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:

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

I HEREBY CERTIFY that on this day of , 2018, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Sean Griffith, known to me or satisfactorily proven to me to be the President of the Hagerstown Revitalization Corporation, whose name is subscribed to the foregoing Purchase Agreement, who acknowledged that he executed the same for the purposes therein contained as their act, with full authority to do so.

WITNESS my hand and Official Notarial Seal.

Notary Public

My Commission Expires:

ADDENDUM 1 TO PURCHASE AGREEMENT

NOTICE TO PURCHASER OF PURCHASERS RIGHTS UNDER MARYLAND'S PROPERTY DISCLOSURE LAW

SECTION 10-702 OF THE REAL PROPERTY ARTICLE OF THE ANNOTATED CODE OF MARYLAND ("SECTION 10-702") REQUIRES THAT SELLERS OF SINGLE FAMILY RESIDENTIAL PROPERTY PROVIDE YOU, THE PURCHASER, ON OR BEFORE ENTERING INTO AN AGREEMENT OF SALE EITHER:

(A) A written property conditions "Disclosure Statement" listing all defects or information of which the Seller has actual knowledge in relation to the following:

1) Water and Sewer systems, including the source of household water, water treatment systems, and sprinkler systems; 2) Insulation; 3) Structural systems, including the roof, walls, floors, foundation, and any basement; 4) Plumbing, electrical, heating, and air conditions systems; 5) Infestation of wood-destroying insects; 6) Land use matters; 7) Hazardous or regulated materials, including asbestos, lead-based paint, radon, underground storage tanks, and licensed landfills; and 8) Any other material defects known to the seller; or

(B) A written "Disclaimer Statement" providing that: 1) The Seller makes no representations or warranties as to the condition of the real property or any improvements on the real property; and 2) the purchaser will be receiving the real property "as is", with all defects that may exist, except as otherwise provided in the Agreement of sale.

At the time the Disclosure or Disclaimer Statement is delivered to you, you are required to date and sign a written acknowledgement of receipt, which shall be included in or attached to the Agreement of sale.

You are hereby notified that, in certain circumstances, you have the right to rescind your Agreement of sale with the Seller, if the Seller fails to deliver to you the written "Property Condition Disclosure Statement". Section 10-702 provides that a purchaser who does not receive the "Disclosure Statement" on or before entering into the Agreement of sale has the unconditional right, upon written notice to the Seller or Seller's agent; 1) to rescind the Agreement of sale at any time before the receipt of the "Disclosure Statement" or within 5 days following receipt of the "Disclosure Statement", and 2) to the immediate return of any deposits made on account of the Agreement of sale.

If the "Disclosure Statement" is delivered to you later than 3 days after the Seller enters into a Agreement of sale with you, the Agreement of sale is void. Your right to rescind the Agreement of sale

under Section 10-702 terminates if not exercised before making written application to 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.

Your rights as a purchaser under Section 10-702 may not be waived in the Agreement of sale, and any attempted waiver is void. Your rights as the purchaser to terminate the Agreement of sale under Section 10-702 are waived conclusively if not exercised before; 1) closing or occupancy by you, whichever occurs first, in the event of a sale; or 2) 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 salesperson, if any. The Seller is not required to undertake or provide an independent investigation or inspection of the real property in order to make the disclosures required by Section 10-702. The Seller is not liable for any 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.

You have the right to obtain professional advice about the real property or to obtain an independent inspection of the property by a certified or licensed inspection, and any disclosure or disclaimer is not a substitute for the same.

The undersigned purchaser(s) acknowledges receipt of this notice on the date indicated below and acknowledges that the real estate licensee named below has informed the purchaser of the purchaser's rights and obligations under section 10-702.

The above is to be considered part of the Agreement and of equal force and effect as all other terms and conditions which otherwise remain the same.

Date: _____

WITNESS

BUYER:
HAGERSTOWN REVITALIZATION
CORPORATION

Name:

President

By: _____
Sean Griffith,

DISCLAIMER STATEMENT

The Seller hereby represents that the Seller makes no representations or warranties as to the condition of the real property or any improvements on the real property and the purchase will be receiving the real property "as is", with all defects that may exist, except as otherwise provided in the Agreement of sale.

ATTEST:

THE CITY OF HAGERSTOWN, SELLER

Donna K. Spickler, City Clerk

By: _____ (SEAL)
Robert E. Bruchey, II, Mayor

The Buyer hereby acknowledges receipt of the Disclaimer Statement herein on the ____ day of _____, 2018.

WITNESS

BUYER:
HAGERSTOWN REVITALIZATION
CORPORATION

Name:

By: _____
Sean Griffith
President

REAL ESTATE TRANSFER DISCLOSURE STATEMENT

THIS REAL ESTATE TRANSFER DISCLOSURE STATEMENT CONCERNS THE REAL PROPERTY LOCATED IN WASHINGTON COUNTY, STATE OF MARYLAND, DESCRIBED HEREINABOVE. 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 AGREEMENT 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 reconciliations 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 wellbeing 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.

City of Hagerstown, Seller

By: _____

Date _____

I ACKNOWLEDGE RECEIPT OF A COPY OF THIS STATEMENT:

Buyer _____

Date _____

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

ADDENDUM 2 TO PURCHASE AGREEMENT

This Addendum entered into this _____ day of _____, 2018 by the City of Hagerstown, hereinafter called "Seller" and the Hagerstown Revitalization Corporation, hereinafter called "Purchaser."

WHEREAS, the Seller and Purchaser entered into a Contract of Sale dated _____ for the sale of _____ () parcels of land in Hagerstown, Washington County, Maryland (collectively "the Property"), and

WHEREAS, the Contract provided that the Purchaser agreed to resell the Property to Buyers who will meet Community Development Block Grant (CDBG) current income eligibility guidelines and it was further agreed that this condition shall appear in the Deed, and

WHEREAS, the parties wish to more specifically define this obligation and refer to the same in the Deed.

NOW, THEREFORE, in consideration of the mutual promises made in the aforementioned Contract of Sale and for the purpose of more particularly defining the obligations of the Seller and Purchaser under the aforementioned provisions of the Contract of Sale, the Purchaser and Seller agree as follows:

1. Purchaser must demonstrate that the CDBG Eligible Activity of Disposition meets the CDBG National Objective Standard of Low and Moderate Income Housing at Code of Federal Regulations Title 24 §570.208(a)(3) by documenting the compliance test at Code of Federal Regulations Title 24 §570.208(a)(3), incorporated herein by reference, has been met. Records demonstrating compliance with this national objective standard will include information required by Code of Federal Regulations Title 24 §570.506(b)(4)(iii) shall be maintained by Purchaser. Within thirty (30) days of transfer of the property from Purchaser to an owner occupant, Purchaser shall forward a copy of records demonstrating compliance with Code of Federal Regulations Title 24 §570.208(a)(3) to the City of Hagerstown Department of Community and Economic Development. Purchaser shall make an income determination based on the then current City of Hagerstown CDBG Income Limits to demonstrate that this activity benefits a low and moderate income household. Supporting information on income by IRS household size shall be documented by detailed income verification of the types of income included in the IRS Form 1040 definition of income including amounts.

2. That the provisions of paragraph 1 hereof shall survive the execution of the Contract of Sale and not be merged into the Deed and further that provisions of this Addendum shall be incorporated by reference into the Deed.

WITNESS our hands and seals.

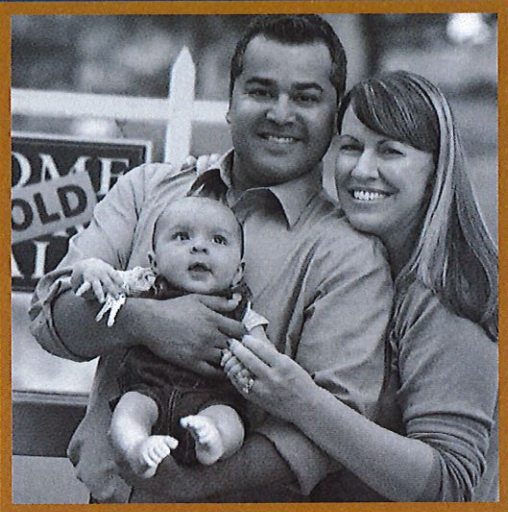
WITNESS AND ATTEST:

CITY OF HAGERSTOWN

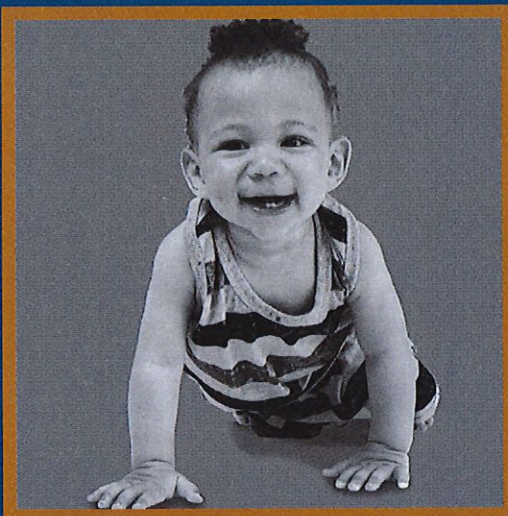
BY: _____(Seal)

HAGERSTOWN REVITALIZATION CORPORATION

BY: _____(Seal)
Sean Griffith, Executive Director



Protect Your Family From Lead in Your Home



United States
Environmental
Protection Agency



United States
Consumer Product
Safety Commission



United States
Department of Housing
and Urban Development

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

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

Read this entire brochure to learn:

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

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

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

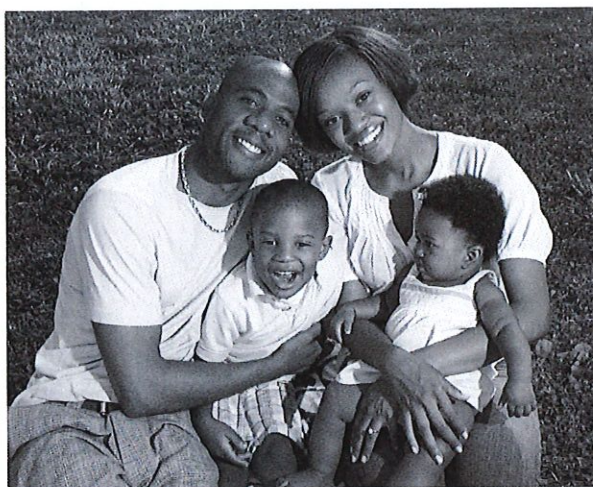
Lead Gets into the Body in Many Ways

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.

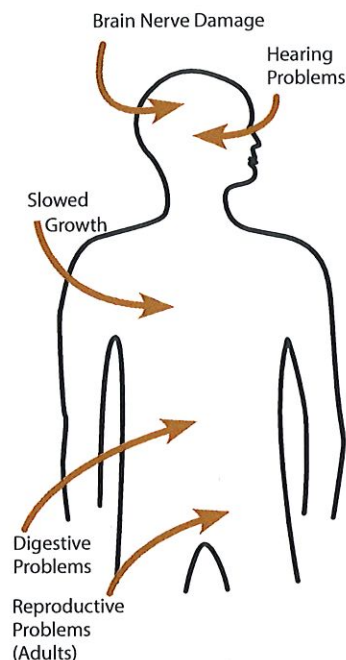
- Women with a high lead level in their system before or during pregnancy risk exposing the fetus to lead through the placenta during fetal development.

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](https://www.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), 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

Deteriorating 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:

- 40 micrograms per square foot ($\mu\text{g}/\text{ft}^2$) and higher for floors, including carpeted floors
- 250 $\mu\text{g}/\text{ft}^2$ and higher for interior window sills

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

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

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

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

Checking Your Home for Lead

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

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



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

Checking Your Home for Lead, continued

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

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

There are state and federal programs in place to ensure that testing is done safely, reliably, and effectively. Contact your state or local agency for more information, visit [epa.gov/lead](https://www.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 professional. 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:

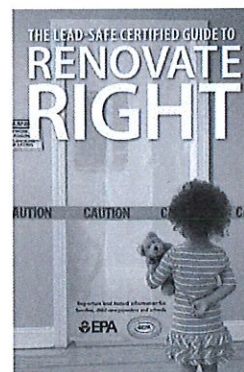
- 40 micrograms per square foot ($\mu\text{g}/\text{ft}^2$) for floors, including carpeted floors
- 250 $\mu\text{g}/\text{ft}^2$ for interior windows sills
- 400 $\mu\text{g}/\text{ft}^2$ for window troughs

For help in locating certified lead abatement professionals in your area, call your state or local agency (see pages 14 and 15), or visit epa.gov/lead, or call 1-800-424-LEAD.

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

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

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



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

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

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

Other Sources of Lead

Lead in Drinking Water

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

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

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

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

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

Important Steps You Can Take to Reduce Lead in Drinking Water

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

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

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

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

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

Other Sources of Lead, continued

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

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

For More Information

The National Lead Information Center

Learn how to protect children from lead poisoning and get other information about lead hazards on the Web at epa.gov/lead 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/safewater 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/lead, 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) 321-6671

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 (DT-8J)
77 West Jackson Boulevard
Chicago, IL 60604-3666
(312) 886-7836

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.
WWPD/TOPE
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
Solid Waste & Toxics Unit (WCM-128)
1200 Sixth Avenue, Suite 900
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. Contact HUD's Office of Healthy Homes and Lead Hazard Control 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/offices/lead/

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

EPA-747-K-12-001
June 2017

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).



MARYLAND LEAD POISONING PREVENTION PROGRAM DISCLOSURE

Property Address: _____

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

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

AND

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

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

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

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

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

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

Seller _____ Date _____ Buyer _____ Date _____

Seller _____ Date _____ Buyer _____ Date _____

Seller's Agent _____ Date _____ Buyer's Agent _____ Date _____



1/15



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REALTORS®, 1111 E. Oyster Bay Drive, Suite 2000, Hagerstown, MD 21740

Phone: 301-373-8300

Fax: 301-739-0353

Website

Produced with the permission of the Equal Housing Opportunity logo, 16070 Fifteen Mile Road, Fraser, Michigan 48020 www.esho.com



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

Property Address: _____

SELLER/LANDLORD REPRESENTS AND WARRANTS, INTENDING THAT SUCH BE RELIED UPON REGARDING THE ABOVE PROPERTY, THAT (SELLER/LANDLORD TO INITIAL APPLICABLE LINE): _____ housing was constructed prior to 1978 OR _____ date of construction is uncertain.

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

(d) _____ / _____ 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) _____ / _____ 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) _____ / _____ 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.

Seller/Landlord: _____ / Date _____

Buyer/Tenant: _____ Date _____

Seller/Landlord: _____ Date _____

Buyer/Tenant: _____ Date _____

Seller's/Landlord's Agent: _____ Date _____

Buyer's/Tenant's Agent: _____ Date _____



**REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND**

Topic:

Approval of an Ordinance: Authorizing the Sale of Property Located at 212-214 North Jonathan Street

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

I hereby move for the Mayor and City Council to approve an Ordinance authorizing the sale of City-owned property located at 212-214 N Jonathan Street to the Hagerstown Revitalization Corporation (HRC) for the sum of \$1. The HRC, a subsidiary of the Housing Authority of the City of Hagerstown, will carry out additional renovation activities to revitalize the property with the eventual goal of homeownership occupancy. The sale will be in accordance with all terms and conditions outlined in the attached Purchase Agreement.

Action Dates:

DATE OF INTRODUCTION:	11/27/2018
DATE OF PASSAGE:	12/18/2018
EFFECTIVE DATE:	01/18/2019

ATTACHMENTS:

File Name

121818_Motion_Approval_Ordinance_212-214_N_Jonathan.pdf

Description

Motion Approval of
Ordinance 212-214 N
Jonathan

REQUIRED MOTION

MAYOR AND CITY COUNCIL HAGERSTOWN, MARYLAND

Date: December 18, 2018

TOPIC: Approval of an Ordinance: Authorizing the Sale of Property Located
at 212-214 North Jonathan Street

Charter Amendment	_____
Code Amendment	_____
Ordinance	<u> X </u>
Resolution	_____
Other	_____

MOTION: I hereby move for the Mayor and City Council to approve an Ordinance authorizing the sale of City-owned property located at 212-214 N Jonathan Street to the Hagerstown Revitalization Corporation (HRC) for the sum of \$1. The HRC, a subsidiary of the Housing Authority of the City of Hagerstown, will carry out additional renovation activities to revitalize the property with the eventual goal of homeownership occupancy. The sale will be in accordance with all terms and conditions outlined in the attached Purchase Agreement.

DATE OF INTRODUCTION:	11/27/2018
DATE OF PASSAGE:	12/18/2018
EFFECTIVE DATE:	01/18/2019

CITY OF HAGERSTOWN, MARYLAND

**AN ORDINANCE TO APPROVE THE SALE
OF A PROPERTY KNOWN AS
212-214 NORTH JONATHAN STREET, HAGERSTOWN, MARYLAND
AND AUTHORIZING EXECUTION AND DELIVERY OF A
PURCHASE AGREEMENT BETWEEN THE CITY AND THE HAGERSTOWN
REVITALIZATION CORPORATION**

RECITALS

WHEREAS, the City of Hagerstown, hereinafter called "the City," owns a property located at Maryland known as 212-214 North Jonathan Street (Tax Map 306; Parcel 0336) and identified in a Deed to the City dated August 13, 1993, and recorded at Liber 1107, Folio 312 (hereinafter the "Property"); and

WHEREAS, the Property is a vacant residential duplex, consisting of two identical units, neither of which has been occupied since on or about 2004; and

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

WHEREAS, the Hagerstown Revitalization Corporation, a Maryland not-for profit entity which provides housing for low-income individuals and families, has submitted a proposal for purchase and redevelopment for the Property, which proposal has been approved and recommended by City staff; and

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

WHEREAS, attached hereto and incorporated herein is a Purchase Agreement, including various Addenda and other attachments, for the purchase of the Property; and

WHEREAS, the Purchase Agreement requires the Hagerstown Revitalization to rehabilitate, market and sell the Property, and if unable to do so, to rent the Property; and

WHEREAS the Mayor and Council believe it to be in the best interest of the citizens of the City of Hagerstown to enter into said Purchase Agreement.

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

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

2. That the Mayor and Council find that the Property is not needed for any public purpose.
3. That the sale of the Property pursuant to the terms of the attached Purchase Agreement is hereby approved.
4. That the Mayor be and is hereby authorized to execute and deliver the Purchase Agreement with the Hagerstown Revitalization Corporation, a copy of which is attached hereto and incorporated herein by reference.
5. 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 Purchase Agreement.

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

WITNESS AND ATTEST
AS TO CORPORATE SEAL

MAYOR AND COUNCIL OF THE
CITY OF HAGERSTOWN, MARYLAND

Donna K. Spickler,
City Clerk

Robert E. Bruchey, II, Mayor

Date of Introduction: November 27, 2018
Date of Passage: December 18, 2018
Effective Date: January 18, 2019

PREPARED BY:
SALVATORE & MORTON, LLC
CITY ATTORNEYS

PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT (this "**Agreement**") is made as of the ___ day of _____, 2018, the Hagerstown Revitalization Corporation, a 501(C)(3) non-profit corporation ("**Buyer**") and the City of Hagerstown, a Maryland municipal corporation ("**Seller**").

WHEREAS, the Seller is the owner in fee simple of certain improved real property consisting of 1 parcel of land located in Hagerstown, Maryland known as 212-214 North Jonathan Street (Tax Map 306; Parcel 0336) and identified in a Deed to Seller dated August 13, 1993, and recorded at Liber 1107, Folio 312. The foregoing real property and improvements are collectively referred to herein as the "**Property**".

and

WHEREAS, the Buyer wishes to purchase said Property from the City in accordance with the terms of this Agreement;

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, the Property at and for a total purchase price of One dollar and 00/100 Dollars (\$1.00), 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 no event later than March 31, 2019, 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 inspection of the property by the Buyer or Buyer's agents.
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 title has passed.
6. The parties acknowledge that this property is being sold for less than fair market value in order to promote the City's homeownership efforts. In consideration thereof, Buyer agrees to the following: (1) Buyer shall perform all acts necessary to bring the Property up to any and all applicable building and livability codes (including but not limited to the City of Hagerstown's

Rental Facilities Ordinance at Chapter 197 of the City Code) within six (6) months of purchase. Thereafter, Buyer shall attempt to sell the Property at market rate to eligible homeowners as defined in addendum 2. Buyer shall be entitled to retain all net profits of sale. Net profits of sale shall be defined as the gross sales price, less (1) any ordinary and necessary broker's fees or commissions; (2) closing costs; and (3) verified costs of improvements made to the Property by Buyer. Buyer may rent the Property at market rate to a qualified tenant while Buyer attempts to sell the Property. If Buyer is unable, after *bona fide* effort, to sell the Property, it may continue to rent the Property at market rate. Buyer shall be entitled to any and all rental income it receives for the Property. In the event that Buyer should rent the Property, it shall continue to make best efforts market and sell the Property within five (5) years of the date of this Agreement. If Buyer is unable to sell the Property within the five (5) year period, it shall be entitled to continue to maintain the Property as a rental property. The obligations contained in this provision shall survive closing.

7. 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.

8. Buyer agrees (a) to accept possession of the real property on the date of settlement in its then current "As Is" condition; (b) to rely upon the inspection which Buyer has made or which Buyer will make before the settlement date; and (c) after delivery of the deed, to assert no claims against Seller for any defects in the condition of the real property. Any inspection(s) performed by Buyer/Buyer's agent shall be performed at the sole risk of Buyer/Buyer's Agent.

9. INTENTIONALLY LEFT BLANK

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

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

11. Seller hereby notifies the Buyer that the property may be subject to the

Agricultural Transfer Tax as set forth in 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.

12. Each party certifies to the other that it has no knowledge of nor has it 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.

13. It is the express understanding of the parties that **TIME IS OF THE ESSENCE** of this Agreement, that the terms and provisions hereof shall survive the delivery of the deed of conveyance, and that this Agreement shall be binding upon the parties, their heirs, successors and assigns. However, Buyer shall not assign this Agreement to any party without the prior written consent of the Seller, in the Seller's sole and absolute discretion.

14. 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 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 any 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.

15. 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.

16. 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.

17. 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 fees of attorneys, engineers, title examiners, consultants and accountants.

18. 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:

Seller's notice address:

Jonathan Kerns
Dept. of Community & Economic Development
N. Potomac Street
Hagerstown, MD 21740

With a copy to:

Jason Morton, Esquire
82 West Washington St
Ste 100
Hagerstown, MD 21740

Buyer's notice address:

Hagerstown Revitalization Corporation
35 West Baltimore Street
Hagerstown, Maryland 21740
Attn: Mr. Sean Griffith, President

With a copy to:

M. Lynn Williams, Esquire
111 West Washington Street
Hagerstown, MD 21740

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.

19. The following Addenda are attached hereto and incorporated into this Purchase Agreement: (1) Addendum to Contract of Sale; (2) Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards; (3) Protect Your Family from Lead in Your Home pamphlet; and (4) Maryland Lead Poisoning Prevention Program Disclosure.
20. 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.
21. Any approvals required under the provisions of this Agreement by City shall be as duly authorized by the Mayor and Council as its duly constituted legislative

body.

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

ATTEST:

City of Hagerstown, SELLER

Donna K. Spickler, City Clerk

BY: _____ (SEAL)
Robert E. Bruchey, II, Mayor

WITNESS

BUYER:
HAGERSTOWN REVITALIZATION
CORPORATION

Name:

By: _____
Sean Griffith
President

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

I HEREBY CERTIFY that on this day of , 2018, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Robert E. Bruchey, II, known to me to be the Mayor of The City of Hagerstown, whose name is subscribed to the foregoing Purchase Agreement, 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:

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

I HEREBY CERTIFY that on this day of , 2018, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Sean Griffith, known to me or satisfactorily proven to me to be the President of the Hagerstown Revitalization Corporation, whose name is subscribed to the foregoing Purchase Agreement, who acknowledged that he executed the same for the purposes therein contained as their act, with full authority to do so.

WITNESS my hand and Official Notarial Seal.

Notary Public

My Commission Expires:

ADDENDUM 1 TO PURCHASE AGREEMENT

NOTICE TO PURCHASER OF PURCHASERS RIGHTS UNDER MARYLAND'S PROPERTY DISCLOSURE LAW

SECTION 10-702 OF THE REAL PROPERTY ARTICLE OF THE ANNOTATED CODE OF MARYLAND ("SECTION 10-702") REQUIRES THAT SELLERS OF SINGLE FAMILY RESIDENTIAL PROPERTY PROVIDE YOU, THE PURCHASER, ON OR BEFORE ENTERING INTO AN AGREEMENT OF SALE EITHER:

(A) A written property conditions "Disclosure Statement" listing all defects or information of which the Seller has actual knowledge in relation to the following:

1) Water and Sewer systems, including the source of household water, water treatment systems, and sprinkler systems; 2) Insulation; 3) Structural systems, including the roof, walls, floors, foundation, and any basement; 4) Plumbing, electrical, heating, and air conditions systems; 5) Infestation of wood-destroying insects; 6) Land use matters; 7) Hazardous or regulated materials, including asbestos, lead-based paint, radon, underground storage tanks, and licensed landfills; and 8) Any other material defects known to the seller; or

(B) A written "Disclaimer Statement" providing that: 1) The Seller makes no representations or warranties as to the condition of the real property or any improvements on the real property; and 2) the purchaser will be receiving the real property "as is", with all defects that may exist, except as otherwise provided in the Agreement of sale.

At the time the Disclosure or Disclaimer Statement is delivered to you, you are required to date and sign a written acknowledgement of receipt, which shall be included in or attached to the Agreement of sale.

You are hereby notified that, in certain circumstances, you have the right to rescind your Agreement of sale with the Seller, if the Seller fails to deliver to you the written "Property Condition Disclosure Statement". Section 10-702 provides that a purchaser who does not receive the "Disclosure Statement" on or before entering into the Agreement of sale has the unconditional right, upon written notice to the Seller or Seller's agent; 1) to rescind the Agreement of sale at any time before the receipt of the "Disclosure Statement" or within 5 days following receipt of the "Disclosure Statement", and 2) to the immediate return of any deposits made on account of the Agreement of sale.

If the "Disclosure Statement" is delivered to you later than 3 days after the Seller enters into a Agreement of sale with you, the Agreement of sale is void. Your right to rescind the Agreement of sale

under Section 10-702 terminates if not exercised before making written application to 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.

Your rights as a purchaser under Section 10-702 may not be waived in the Agreement of sale, and any attempted waiver is void. Your rights as the purchaser to terminate the Agreement of sale under Section 10-702 are waived conclusively if not exercised before; 1) closing or occupancy by you, whichever occurs first, in the event of a sale; or 2) 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 salesperson, if any. The Seller is not required to undertake or provide an independent investigation or inspection of the real property in order to make the disclosures required by Section 10-702. The Seller is not liable for any 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.

You have the right to obtain professional advice about the real property or to obtain an independent inspection of the property by a certified or licensed inspection, and any disclosure or disclaimer is not a substitute for the same.

The undersigned purchaser(s) acknowledges receipt of this notice on the date indicated below and acknowledges that the real estate licensee named below has informed the purchaser of the purchaser's rights and obligations under section 10-702.

The above is to be considered part of the Agreement and of equal force and effect as all other terms and conditions which otherwise remain the same.

Date: _____

WITNESS

BUYER:
HAGERSTOWN REVITALIZATION
CORPORATION

Name: _____

By: _____
Sean Griffith,
President

DISCLAIMER STATEMENT

The Seller hereby represents that the Seller makes no representations or warranties as to the condition of the real property or any improvements on the real property and the purchase will be receiving the real property "as is", with all defects that may exist, except as otherwise provided in the Agreement of sale.

ATTEST:

THE CITY OF HAGERSTOWN, SELLER

Donna K. Spickler, City Clerk

By: _____ (SEAL)
Robert E. Bruchey, II, Mayor

The Buyer hereby acknowledges receipt of the Disclaimer Statement herein on the ____ day of _____, 2018.

WITNESS

BUYER:
HAGERSTOWN REVITALIZATION
CORPORATION

Name:

By: _____
Sean Griffith
President

REAL ESTATE TRANSFER DISCLOSURE STATEMENT

THIS REAL ESTATE TRANSFER DISCLOSURE STATEMENT CONCERNS THE REAL PROPERTY LOCATED IN WASHINGTON COUNTY, STATE OF MARYLAND, DESCRIBED HEREINABOVE. 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 AGREEMENT 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 reconciliations 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 wellbeing 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.

City of Hagerstown, Seller

By: _____

Date _____

I ACKNOWLEDGE RECEIPT OF A COPY OF THIS STATEMENT:

Buyer _____

Date _____

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

ADDENDUM 2 TO PURCHASE AGREEMENT

This Addendum entered into this _____ day of _____, 2018 by the City of Hagerstown, hereinafter called "Seller" and the Hagerstown Revitalization Corporation, hereinafter called "Purchaser."

WHEREAS, the Seller and Purchaser entered into a Contract of Sale dated _____ for the sale of _____ () parcels of land in Hagerstown, Washington County, Maryland (collectively "the Property"), and

WHEREAS, the Contract provided that the Purchaser agreed to resell the Property to Buyers who will meet Community Development Block Grant (CDBG) current income eligibility guidelines and it was further agreed that this condition shall appear in the Deed, and

WHEREAS, the parties wish to more specifically define this obligation and refer to the same in the Deed.

NOW, THEREFORE, in consideration of the mutual promises made in the aforementioned Contract of Sale and for the purpose of more particularly defining the obligations of the Seller and Purchaser under the aforementioned provisions of the Contract of Sale, the Purchaser and Seller agree as follows:

1. Purchaser must demonstrate that the CDBG Eligible Activity of Disposition meets the CDBG National Objective Standard of Low and Moderate Income Housing at Code of Federal Regulations Title 24 §570.208(a)(3) by documenting the compliance test at Code of Federal Regulations Title 24 §570.208(a)(3), incorporated herein by reference, has been met. Records demonstrating compliance with this national objective standard will include information required by Code of Federal Regulations Title 24 §570.506(b)(4)(iii) shall be maintained by Purchaser. Within thirty (30) days of transfer of the property from Purchaser to an owner occupant, Purchaser shall forward a copy of records demonstrating compliance with Code of Federal Regulations Title 24 §570.208(a)(3) to the City of Hagerstown Department of Community and Economic Development. Purchaser shall make an income determination based on the then current City of Hagerstown CDBG Income Limits to demonstrate that this activity benefits a low and moderate income household. Supporting information on income by IRS household size shall be documented by detailed income verification of the types of income included in the IRS Form 1040 definition of income including amounts.

2. That the provisions of paragraph 1 hereof shall survive the execution of the Contract of Sale and not be merged into the Deed and further that provisions of this Addendum shall be incorporated by reference into the Deed.

WITNESS our hands and seals.

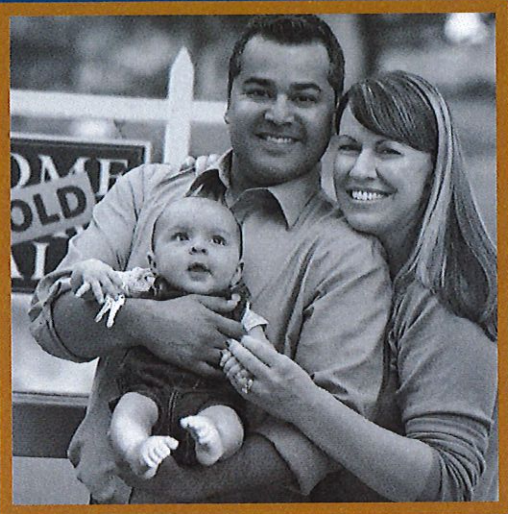
WITNESS AND ATTEST:

CITY OF HAGERSTOWN

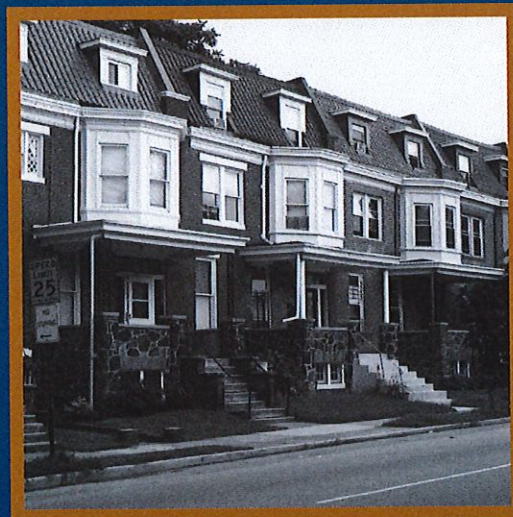
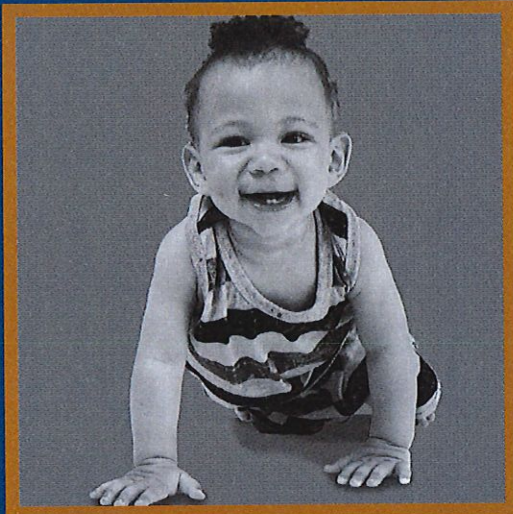
BY: _____ (Seal)

HAGERSTOWN REVITALIZATION CORPORATION

BY: _____ (Seal)
Sean Griffith, Executive Director



Protect Your Family From Lead in Your Home



United States
Environmental
Protection Agency



United States
Consumer Product
Safety Commission



United States
Department of Housing
and Urban Development

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

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

Read this entire brochure to learn:

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

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

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

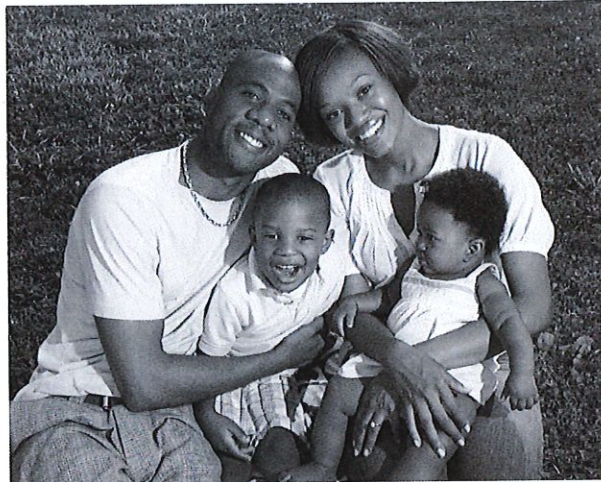
Lead Gets into the Body in Many Ways

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.

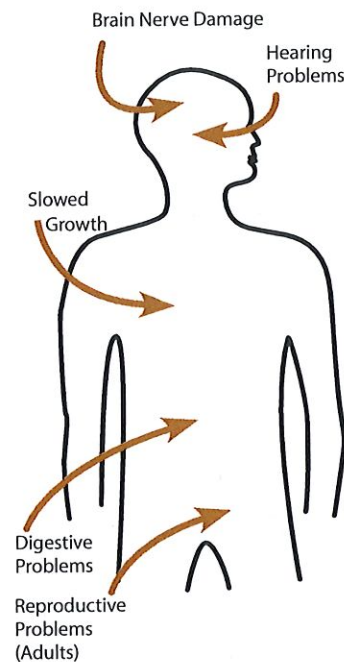
- Women with a high lead level in their system before or during pregnancy risk exposing the fetus to lead through the placenta during fetal development.

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](https://www.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), 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

Deteriorating 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:

- 40 micrograms per square foot ($\mu\text{g}/\text{ft}^2$) and higher for floors, including carpeted floors
- 250 $\mu\text{g}/\text{ft}^2$ and higher for interior window sills

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

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

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

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

Checking Your Home for Lead

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

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



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

Checking Your Home for Lead, continued

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

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

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

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

What You Can Do Now to Protect Your Family

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

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

Reducing Lead Hazards

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

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



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

- Hire a Lead-Safe Certified firm (see page 12) to perform renovation, repair, or painting (RRP) projects that disturb painted surfaces.
- To correct lead hazards permanently, hire a certified lead abatement professional. 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:

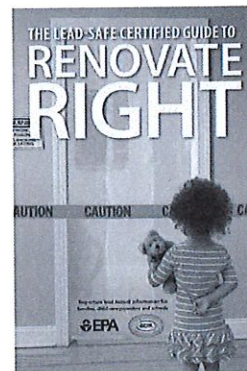
- 40 micrograms per square foot ($\mu\text{g}/\text{ft}^2$) for floors, including carpeted floors
- 250 $\mu\text{g}/\text{ft}^2$ for interior windows sills
- 400 $\mu\text{g}/\text{ft}^2$ for window troughs

For help in locating certified lead abatement professionals in your area, call your state or local agency (see pages 14 and 15), or visit 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/lead 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/safewater 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/lead, 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) 321-6671

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 (DT-8J)
77 West Jackson Boulevard
Chicago, IL 60604-3666
(312) 886-7836

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.
WWPD/TOPE
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
Solid Waste & Toxics Unit (WCM-128)
1200 Sixth Avenue, Suite 900
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. Contact HUD's Office of Healthy Homes and Lead Hazard Control 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/offices/lead/

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IMPORTANT!

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

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



MARYLAND LEAD POISONING PREVENTION PROGRAM DISCLOSURE

Property Address: _____

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

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

AND

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

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

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

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

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

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

Seller _____ Date _____ Buyer _____ Date _____

Seller _____ Date _____ Buyer _____ Date _____

Seller's Agent _____ Date _____ Buyer's Agent _____ Date _____





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

Property Address: _____

SELLER/LANDLORD REPRESENTS AND WARRANTS, INTENDING THAT SUCH BE RELIED UPON REGARDING THE ABOVE PROPERTY, THAT (SELLER/LANDLORD TO INITIAL APPLICABLE LINE): _____ housing was constructed prior to 1978 OR _____ date of construction is uncertain.

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

(d) _____ 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) _____ 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) _____ 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.

Seller/Landlord _____ /Date _____ Buyer/Tenant _____ Date _____

Seller/Landlord _____ Date _____ Buyer/Tenant _____ Date _____

Seller's/Landlord's Agent _____ Date _____ Buyer's/Tenant's Agent _____ Date _____



**REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND**

Topic:

Approval of an Ordinance: Quit Claim for Alley #5-35 – Eklund Family, LLC

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

3.Ordinance_to_Quit_Claim_portion_of_Alley_.pdf

2.Deed_to_Eklund_Family_LLC_Final.pdf

Description

Ordinance to Quit Claim
Quit Claim Deed - Eklund
Family

CITY OF HAGERSTOWN, MARYLAND

**AN ORDINANCE MAKING A DETERMINATION
THAT CERTAIN PROPERTY IS NO LONGER
NEEDED FOR A PUBLIC PURPOSE AND AUTHORIZING
CONVEYANCE TO ADJOINING PROPERTY OWNER**

RECITALS

WHEREAS, the City of Hagerstown is a Municipal Corporation existing under and by virtue of the laws of the State of Maryland; and

WHEREAS, the City has an interest in a parcel of land lying north of West Magnolia Avenue, in the City of Hagerstown, commonly known and designated as Alley #5-35 ("the Alley"); and

WHEREAS, in accordance with the provision of the Maryland Code and the Charter of the City of Hagerstown, the Mayor and Council, as the duly constituted legislative body for the City has determined that a portion the aforesaid Alley is no longer needed for a public purpose; and

WHEREAS, Eklund Family, LLC, owns property adjoining the Parcel and has requested that the City execute a quit claim its right, title and interest in the Parcel adjacent to and adjoining its property, and as depicted on the attached Quit Claim Deed, subject to the City's retention of a perpetual utility easement and subject to the adjoining landowner, Michael J. Hill's retention of a perpetual pedestrian easement; and

WHEREAS, the City agrees to transfer the Quit Claim Area #1, as depicted on the attached Quit Claim Deed and Drawing, subject to the aforementioned easements;

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

WHEREAS, the Mayor and Council find that the property may be quit claimed and conveyed to the adjoining property owner, Eklund Family, LLC.

NOW, THEREFORE, BE IT RESOLVED, ENACTED AND ORDAINED as follows:

1. That the foregoing recitals be and are incorporated herein as if fully set forth.

2. That the Mayor and Council find that the Parcel no longer needed for a public purpose.

3. That the Mayor be and is hereby authorized to execute and deliver a Quit Claim Deed vesting all of its right, title and interest in the Parcel to the adjoining property owner, Eklund Family, LLC. The description and extent of the property so conveyed is as depicted on the attached Quit Claim Deed.

4. That the Mayor be and is hereby authorized to execute the attached Quit Claim Deed, and such additional documentation and take all necessary steps to carry out the purpose of this Ordinance.

BE IT FURTHER RESOLVED, ENACTED AND ORDAINED, that this Ordinance shall become effective upon the expiration of 30 days from the date of its passage.

WITNESS AND ATTEST
AS TO CORPORATE SEAL

MAYOR AND COUNCIL OF THE
CITY OF HAGERSTOWN, MARYLAND

Donna K. Spickler
City Clerk

Robert E. Bruchey, II, Mayor

Date of Introduction: December 11, 2018
Date of Passage: December 18, 2018
Effective Date: January 18, 2019

PREPARED BY:
SALVATORE & MORTON
CITY ATTORNEYS

NO TITLE EXAM

THIS QUIT CLAIM DEED, Made this ____ day of _____, 2019, by THE CITY OF HAGERSTOWN, a MARYLAND MUNICIPAL CORPORATION, "Grantor", to EKLUND FAMILY, LLC, a MARYLAND LIMITED LIABILITY COMPANY, "Grantee".

RECITALS

The **GRANTOR** owns a certain parcel of land lying north of West Magnolia Avenue, in the City of Hagerstown, commonly known and designated as Alley #5-35.

The Mayor and Council of the City of Hagerstown, as its duly constituted legislative body, and pursuant to Article 23A of the Annotated Code of Maryland and the Charter of the City of Hagerstown, have determined that the property hereinafter described and shown no longer needed for a public purpose.

On December 18, 2018, the Mayor and Council enacted an Ordinance, with an effective date of January 18, 2019, to that effect and authorized abandonment of the hereinafter described property and the transfer of the property by Quit Claim Deed to Eklund Family, LLC, a Maryland Limited Liability Company, hereinafter referred to as "**GRANTEE**".

The purpose of this Quit Claim Deed is to transfer ownership of all that hereinafter described property to Eklund Family, LLC.

WITNESSETH:

NOW, THEREFORE, the **GRANTOR**, for no monetary consideration, but for other good and valuable consideration, does by these presents release and forever quitclaim to **GRANTEE**, all the right, title, interest, estate, claims, and demands, both at law and in equity of the **GRANTOR** in and to the hereinafter described portion of the bed of Ally #5-35, situate and lying in Election District 25, City of Hagerstown, Washington County, Maryland, namely, Quit Claim Area #1 (containing 926.5 S.F. 0.02 Ac.) as depicted on a drawing prepared by Frederick Seibert & Associates, Inc. dated November 9, 2018 and titled "Quit Claim & Access Easement Plat for Potomac Dental," attached hereto and incorporated by reference.

The above-described parcel is hereby conveyed subject to and together with any and all conditions, restrictions, limitations, easements and rights of way of record applicable thereto. **The City specifically reserves unto itself a perpetual and permanent easement over all of said quitclaimed property for access to the electric and communication system including all trenches, conduits, cables, poles, guy wires & anchors, and other facilities over, under, and upon said property, for the purpose of constructing, inspecting, maintaining, repairing, altering, replacing, operating and/or removing said utility lines, with the further right to install, maintain, operate and replace its facilities without responsibility for any damages caused thereby to trees, bushes and undergrowth, and other obstructions interfering with the safe and proper operation and maintenance thereof.** This easement is for the benefit of the

City and shall be covenant running with said lands and binding upon Eklund Family, LLC's successors and assigns.

The City also reserves unto Michael J. Hill, his heirs, successors and assigns, a perpetual and permanent non-exclusive pedestrian easement over said quitclaimed property for access to and from the rear portion of the real property located at 4 West Magnolia Avenue, Hagerstown, Maryland, and described in a deed recorded among the Land Records of Washington County, Maryland at Liber 5105, folio 75, but the said Michael J. Hill is not granted any other right or interest in the servient tenancy. This easement is for the benefit of the owner of 4 West Magnolia Avenue, and shall be covenant running with said lands and binding upon Eklund Family, LLC's successors and assigns. Notwithstanding said easements, the Grantee shall have the right to alter the grade and elevation of the servient tenancy.

This deed has been prepared without the benefit of a title examination. All parties affirm their understanding that only a title examination will disclose the status of title, including but not limited to, the quality and quantity of title; the possibility of other persons having an interest in the property conveyed by this deed, as well as any other matters disclosed by an examination of title. Notwithstanding this disclosure and having been fully informed of the cost of accomplishing an examination of title, we elect not to have an examination of this title and release the scrivener of this deed from all and any loss, claim, damages and/or liability resulting from a condition of title which might have been disclosed by a title examination of the property conveyed by this deed.

AFFIDAVIT OF TOTAL PAYMENT TO GRANTOR(S)

Pursuant to the Annotated Code of Maryland, Tax General Article Section 10-912, the herein Grantor(s) hereby state under the penalties of perjury that:

- (1) It is a Resident Entity of the State of Maryland;
- (2) The purchase price of the herein described property is \$0.00, as recited herein;

The above property is conveyed subject to and together with all the conditions, restrictions, easements, and rights of way of record applicable thereto.

WITNESS the hand and seal of the Grantor by its duly authorized officer.

CITY OF HAGERSTOWN, a Maryland Municipal
Corporation

Donna K. Spickler, City Clerk

_____(SEAL)
By: Robert E. Bruchey, II, Mayor

EKLUND FAMILY, LLC a Maryland Limited Liability Company

By: Everett Eklund, DDS, Managing Member (SEAL)

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

I HEREBY CERTIFY, that on this ____ day of _____, 2019, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared Robert E. Bruchey, II, Mayor of the City of Hagerstown, who acknowledged that he executed the foregoing deed for the purposes therein contained.

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 ____ day of _____, 2019, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared Everett Eklund, DDS, Managing Member of Eklund Family, LLC, a Maryland Limited Liability Company, who acknowledged that he executed the foregoing deed for the purposes therein contained.

WITNESS my hand and Official Notarial Seal.

Notary Public
My Commission Expires:

This is to certify that the within instrument was prepared by or under the supervision of the undersigned attorney at law.

Jason Morton

Mail to: **Eklund Family, LLC**
 Attention: Everett Eklund, DDS
 21167 Millers Church Road
 Hagerstown, Maryland 21742

**REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND**

Topic:

Approval of an Ordinance: Quit Claim for Alley #5-35 – Michael J. Hill

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

Description

3.Ordinance_to_Quit_Claim_portion_of_Alley_.pdf

Deed to Quit Claim

Ordinance_for_Quit_Claim_portion_fo_alley_to_Michael_J_Hill.pdf

Ordinance - Michael J Hill

CITY OF HAGERSTOWN, MARYLAND

**AN ORDINANCE MAKING A DETERMINATION
THAT CERTAIN PROPERTY IS NO LONGER
NEEDED FOR A PUBLIC PURPOSE AND AUTHORIZING
CONVEYANCE TO ADJOINING PROPERTY OWNER**

RECITALS

WHEREAS, the City of Hagerstown is a Municipal Corporation existing under and by virtue of the laws of the State of Maryland; and

WHEREAS, the City has an interest in a parcel of land lying north of West Magnolia Avenue, in the City of Hagerstown, commonly known and designated as Alley #5-35 ("the Alley"); and

WHEREAS, in accordance with the provision of the Maryland Code and the Charter of the City of Hagerstown, the Mayor and Council, as the duly constituted legislative body for the City has determined that a portion the aforesaid Alley is no longer needed for a public purpose; and

WHEREAS, Eklund Family, LLC, owns property adjoining the Parcel and has requested that the City execute a quit claim its right, title and interest in the Parcel adjacent to and adjoining its property, and as depicted on the attached Quit Claim Deed, subject to the City's retention of a perpetual utility easement and subject to the adjoining landowner, Michael J. Hill's retention of a perpetual pedestrian easement; and

WHEREAS, the City agrees to transfer the Quit Claim Area #1, as depicted on the attached Quit Claim Deed and Drawing, subject to the aforementioned easements;

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

WHEREAS, the Mayor and Council find that the property may be quit claimed and conveyed to the adjoining property owner, Eklund Family, LLC.

NOW, THEREFORE, BE IT RESOLVED, ENACTED AND ORDAINED as follows:

1. That the foregoing recitals be and are incorporated herein as if fully set forth.

2. That the Mayor and Council find that the Parcel no longer needed for a public purpose.

3. That the Mayor be and is hereby authorized to execute and deliver a Quit Claim Deed vesting all of its right, title and interest in the Parcel to the adjoining property owner, Eklund Family, LLC. The description and extent of the property so conveyed is as depicted on the attached Quit Claim Deed.

4. That the Mayor be and is hereby authorized to execute the attached Quit Claim Deed, and such additional documentation and take all necessary steps to carry out the purpose of this Ordinance.

BE IT FURTHER RESOLVED, ENACTED AND ORDAINED, that this Ordinance shall become effective upon the expiration of 30 days from the date of its passage.

WITNESS AND ATTEST
AS TO CORPORATE SEAL

MAYOR AND COUNCIL OF THE
CITY OF HAGERSTOWN, MARYLAND

Donna K. Spickler
City Clerk

Robert E. Bruchey, II, Mayor

Date of Introduction: December 11, 2018
Date of Passage: December 18, 2018
Effective Date: January 18, 2019

PREPARED BY:
SALVATORE & MORTON
CITY ATTORNEYS

CITY OF HAGERSTOWN, MARYLAND

**AN ORDINANCE MAKING A DETERMINATION
THAT CERTAIN PROPERTY IS NO LONGER
NEEDED FOR A PUBLIC PURPOSE AND AUTHORIZING
CONVEYANCE TO ADJOINING PROPERTY OWNER**

RECITALS

WHEREAS, the City of Hagerstown is a Municipal Corporation existing under and by virtue of the laws of the State of Maryland; and

WHEREAS, the City has an interest in a parcel of land lying north of West Magnolia Avenue, in the City of Hagerstown, commonly known and designated as Alley #5-35 ("the Alley"); and

WHEREAS, in accordance with the provision of the Maryland Code and the Charter of the City of Hagerstown, the Mayor and Council, as the duly constituted legislative body for the City has determined that a portion the aforesaid Alley is no longer needed for a public purpose; and

WHEREAS, Michael J. Hill, owns property adjoining the Parcel and has requested that the City execute a quit claim its right, title and interest in the Parcel adjacent to and adjoining its property, and as depicted on the attached Quit Claim Deed, subject to the City's retention of a perpetual utility easement; and

WHEREAS, the City agrees to transfer the Quit Claim Area #2, as depicted on the attached Quit Claim Deed and Drawing, subject to the aforementioned easements;

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

WHEREAS, the Mayor and Council find that the property may be quit claimed and conveyed to the adjoining property owner, Michael J. Hill.

NOW, THEREFORE, BE IT RESOLVED, ENACTED AND ORDAINED as follows:

1. That the foregoing recitals be and are incorporated herein as if fully set forth.

2. That the Mayor and Council find that the Parcel no longer needed for a public purpose.

3. That the Mayor be and is hereby authorized to execute and deliver a Quit Claim Deed vesting all of its right, title and interest in the Parcel to the adjoining property owner, Michael J. Hill. The description and extent of the property so conveyed is as depicted on the attached Quit Claim Deed.

4. That the Mayor be and is hereby authorized to execute the attached Quit Claim Deed, and such additional documentation and take all necessary steps to carry out the purpose of this Ordinance.

BE IT FURTHER RESOLVED, ENACTED AND ORDAINED, that this Ordinance shall become effective upon the expiration of 30 days from the date of its passage.

WITNESS AND ATTEST
AS TO CORPORATE SEAL

MAYOR AND COUNCIL OF THE
CITY OF HAGERSTOWN, MARYLAND

Donna K. Spickler
City Clerk

Robert E. Bruchey, II, Mayor

Date of Introduction: December 11, 2018
Date of Passage: December 18, 2018
Effective Date: January 18, 2019

PREPARED BY:
SALVATORE & MORTON
CITY ATTORNEYS

**REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND**

Topic:

Approval of a Resolution: Amendment to the Lease Agreement for 11850 Indian Lane Property

Mayor and City Council Action Required:

Discussion:

Staff members seek Mayor and City Council's approval to make an amendment to the residential lease located at 11850 Indian Lane to allow two more people to reside at the home. This would bring the allowable number of people to reside at the home from five to seven.

The Crooks have a passion to help children and are hoping to become a foster family for Washington County. They would only be licensed to take on two extra children under the age of five.

If modifications or upgrades are required by the State licensing agency in order to approve Tenants to take in foster children, Tenants shall be solely responsible for any modifications or upgrades and shall obtain written permission of the Landlord.

Financial Impact:

Recommendation:

Staff members seek Mayor and City Council's approval to make an amendment to the residential lease located at 11850 Indian Lane to allow two more people to reside at the home.

Motion:

I hereby move that the Mayor and City Council approve the attached resolution authorizing the amendment of a Lease Agreement at the City of Hagerstown property located at 11850 Indian Lane in Hagerstown, MD. The amendment will increase the maximum number of individuals permitted to reside at the premises for the remainder of the lease term.

Action Dates:

DATE OF INTRODUCTION: 12/18/18
OF PASSAGE: 12/18/18
EFFECTIVE DATE: 12/18/18

DATE

ATTACHMENTS:

File Name

121818_Memo_Indian_Ln.pdf

121818_Motion___Amendment_11850_Indian_Ln.pdf

Description

Memo: Indian Lane
Amendment

Motion & Amendment Docs
Indian Lane



CITY OF HAGERSTOWN, MARYLAND

Department of Community and Economic Development

TO: Valerie Means, City Administrator

FROM: Danelle Hayer, Business Development Specialist

DATE: November 28, 2018

RE: Request for an Amendment to the Residential Lease Agreement for the City owned property at 11850 Indian Lane

Staff members seek Mayor and City Council's approval to make an amendment to the residential lease located at 11850 Indian Lane to allow two more people to reside at the home. This would bring the allowable number of people to reside at the home from five to seven.

The Crooks have a passion to help children and are hoping to become a foster family for Washington County. They would only be licensed to take on two extra children under the age of five.

If modifications or upgrades are required by the State licensing agency in order to approve Tenants to take in foster children, Tenants shall be solely responsible for any modifications or upgrades and shall obtain written permission of the Landlord.

c: Jill Thompson, Property Management Committee

REQUIRED MOTION

MAYOR AND CITY COUNCIL HAGERSTOWN, MARYLAND

Date: December 18, 2018

TOPIC: **Approval of a Resolution: Amendment to the Lease Agreement for the City of Hagerstown property located at 11850 Indian Ln, Hagerstown, Maryland.**

Charter Amendment	—
Code Amendment	—
Ordinance	—
Resolution	<u>X</u>
Other	—

MOTION: I hereby move that the Mayor and City Council approve the attached resolution authorizing the amendment of a Lease Agreement at the City of Hagerstown property located at 11850 Indian Ln in Hagerstown, MD. The amendment will increase the maximum number of individuals permitted to reside at the premises for the remainder of the lease term.

DATE OF INTRODUCTION:	12/18/18
DATE OF PASSAGE:	12/18/18
EFFECTIVE DATE:	12/18/18

CITY OF HAGERSTOWN, MARYLAND

**A RESOLUTION AUTHORIZING THE CITY OF HAGERSTOWN
TO ENTER INTO AN AMENDMENT TO RESIDENTIAL LEASE AGREEMENT WITH
JARRIS CROOKS AND JOCELYN CROOKS
FOR LEASE OF THE PROPERTY KNOWN AS
11850 INDIAN LANE, HAGERSTOWN, MARYLAND**

RECITALS

WHEREAS, the City of Hagerstown owns real property known as 11850 Indian Lane, Hagerstown, Maryland; and

WHEREAS, said property (“the Premises”) is currently leased by Jarris Crooks and Jocelyn Crooks, the Tenants, pursuant to a Lease Agreement dated June 1, 2018; and

WHEREAS, the Tenants desire to become licensed foster care parents, which would require an Amendment to the Lease Agreement in order to increase the maximum number of individuals permitted to reside at the Premises; and

WHEREAS, the City of Hagerstown desires to amend the maximum occupancy of the Premises for the remainder of the lease term; and

WHEREAS, the Parties desire to clarify the responsibilities regarding any upgrades to the Premises that might be required prior to the Tenants being approved as foster parents;

NOW THEREFORE, 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 foregoing recitals are incorporated herein as if fully set forth.
2. That the City of Hagerstown be and is hereby authorized to enter into the Amendment to Lease Agreement with Jarris Crooks and Jocelyn Crooks, for the property located at 11850 Indian Lane, Hagerstown, Maryland, pursuant to the terms of the Amendment to Lease Agreement attached hereto and incorporated herein by reference.
3. That the City of Hagerstown be and is hereby authorized to execute and deliver the Amendment to Lease Agreement attached hereto, and to execute any additional documentation required to effectuate the purposes of this Resolution.

(SIGNATURES ON FOLLOWING PAGE)

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

By: _____
Robert E. Bruchey, II Mayor

Date of Introduction: N/A
Date of Passage: December 18, 2018
Effective Date: December 18, 2018

Amendment to Residential Lease

THIS AMENDMENT TO RESIDENTIAL LEASE made on the ____ day of _____, 201____, between City of Hagerstown, Landlord, and Jarris Crooks and Jocelyn Crooks, Tenants.

WITNESSETH, that pursuant to Residential Lease dated June 1, 2018, the Landlord hereby leased to the Tenant and the Tenant hereby leased from the Landlord, premises known as 11850 Indian Lane, Hagerstown, Washington County, Maryland.

WITNESSETH, that the parties desire to amend the Residential Lease *in only the following regards*:

1. OCCUPANTS. Except for an occasional overnight guest, the only persons permitted to reside at the premises are the persons signing this Amendment to Residential Lease, the individuals identified in the attached Rental Application, and no more than two (2) foster children in accordance with the applicable State licensing agency. Under no circumstances shall more than seven (7) persons reside at the leased premises.

2. ALTERATIONS. Tenant will not remodel or make any structural changes, alterations or additions to the premises; will not paper, paint or decorate; will not install, attach, remove or exchange appliances or cooking units, radio or television antennae or satellite dish; will not drive nails or picture hangers into the walls or woodwork (a reasonable number of picture hangers excepted); will not change the existing locks of the premises; all without prior written permission of the Landlord.

If modifications or upgrades are required by the State licensing agency in order to approve Tenants to take in foster children, Tenants shall be solely responsible for any modifications or upgrades and shall obtain prior written permission of the Landlord. Tenants shall comply with any permitting and/or inspection requirements. Any permanent upgrades or fixtures shall remain with the subject property and become the property of the Landlord.

IN ALL OTHER RESPECTS, the Residential Lease dated June 1, 2018 shall remain in full force and effect.

This Amendment to Residential Lease contains the entire understanding between the parties hereto. There are no representations, warranties or agreements concerning the subject matter of this Amendment to Residential Lease other than as expressly set forth herein.

LANDLORD: The City of Hagerstown

TENANT: Jarris Crooks

Signed: _____

Print: Robert E. Bruchey, II

Title: Mayor of the City of Hagerstown

TENANT: Jocelyn Crooks

Attest: _____ Witness as to both tenants: _____

RESIDENTIAL LEASE

THIS LEASE made on this 1st day of June, 2018 by and between the City of Hagerstown, a Maryland Municipal Corporation, Landlord, and Jarris and Jocelyn Crooks Tenant.

WITNESSETH, that the Landlord hereby leases to the Tenant and the Tenant hereby leases from the Landlord, premises known as **11850 Indian Lane, Hagerstown, Washington County, Maryland**, for a term of one (1) year beginning on the 1st day of June, 2018, and ending on the 31st day of May, 2019, at a total annual rent of: FOURTEEN THOUSAND FOUR HUNDRED DOLLARS 00/100 Dollars (\$14,400.00) payable in monthly installments of ONE THOUSAND TWO HUNDRED and 00/100 Dollars (\$1,200.00) per month in advance on the first day of each and every month of said term, without deduction or demand at the billing office of the Landlord at 1 E. Franklin Street, Hagerstown, MD. Thereafter, Tenant shall be considered a month-to-month periodic tenant, with said tenancy terminable by either party upon thirty (30) days' written notice to the other. The premises are as depicted on the map attached hereto as Exhibit 1, including the land and improvements within the red boundary lines.

SERVICE CHARGES. Landlord shall have the right to require rent payments to be made in cash, money order, Cashier's Check and/or certified check. A service charge of \$35.00 will automatically be imposed for each instance in which a check is returned unpaid by the Tenant's bank for any reason. A late Charge of five percent (5%) of the amount of rent due for the monthly rental period shall be assessed for any payment delinquent five (5) days after the due date. Any service charges or fees shall be considered additional rent.

THE PARTIES HERETO DO HEREBY AGREE AND COVENANT AS FOLLOWS:

ACCEPTANCE OF PROPERTY. The Tenant acknowledges that he/she has examined the leased premises and his/her acceptance of this Agreement is conclusive evidence that said premises are in good and satisfactory order and repair unless otherwise specified herein; and the Tenant agrees no representations as to the condition of the premises have been made and that no agreement has been made to decorate, repair or improve the premises unless hereinafter set forth specifically in writing. The Landlord will deliver the leased premises and all common areas in a clean, safe and sanitary condition, and in complete compliance with all applicable laws.

Tenant acknowledges that said premises is publicly owned.

Tenant is prohibited from accessing the Cell Tower, barns and silos depicted on Exhibit 1. Tenant is permitted access to the outbuildings depicted on Exhibit 1, as well as the grounds depicted within the red boundary lines on Exhibit 1. The access lane to the premises crosses over or next to real property belonging to third parties; Tenant shall not interfere with the ownership rights of said third parties.

SUBLET/ ASSIGNMENT. Tenant shall not assign this Lease or sublet the premises, or any portion thereof, or transfer possession or occupancy thereof to any other person or persons without prior written consent of the Landlord. Landlord shall have the absolute right in its sole

discretion to withhold such consent. In the event the Landlord shall agree to any assignment or sublease, Tenant will not be released from his primary obligation hereunder.

PETS. Up to three (3) companion pets may be kept on the premises, with no one pet to exceed 60 pounds. An additional pet security deposit in the amount \$250 shall be paid at the time of the security deposit.

OCCUPANTS. Except for an occasional overnight guest, the only persons permitted to reside at the premises are the persons signing this lease and the individuals identified in the attached Rental Application. Under no circumstances shall more than five (5) persons reside at the leased premises.

USE AND OCCUPANCY. Tenant shall personally use and occupy the leased premises solely as a private dwelling for himself and the individuals identified in the attached Rental Application. Said leased premises may not be used for any trade, business, mercantile, or professional purposes without the express prior written consent of Landlord. Said leased premises may not be used for any teaching or instructional purposes nor for purposes which will increase the rate of insurance thereon, nor shall there be kept on or used in or around said leased premises or in or on any place contiguous thereto any flammable substances or explosives. Any such violation shall constitute an event of default hereunder.

The Parties hereto are subject to all applicable federal, state and local laws and ordinances.

Tenant, any members of the Tenant's household or a guest or other persons affiliated with the Tenant or affiliated with any member of the Tenant's household:

1. Shall not knowingly engage in criminal activity or commit a disturbance as defined in Chapter 95 of the City Code (even though the premises is located outside of the City of Hagerstown) at, on or near the said premises. "Criminal activity" means the commission of any of the acts defined in the Maryland Criminal Law Code Annotated, as from time to time amended.
2. Shall not knowingly engage in any act intended to facilitate criminal activity and shall not knowingly permit the premises to be used for or to facilitate criminal activity, regardless of whether the individual engaging in the activity is a Tenant, a member of the Tenant's household, a guest, or another person affiliated with the Tenant.
3. Violation of the above provisions shall be a material breach of the lease and good cause for immediate termination of tenancy. Proof of a violation of the lease hereunder shall not require a criminal conviction, but shall be by a preponderance of the evidence.

NUISANCE. The Tenant will not cause or permit, at any time, any unlawful use of the leased premises, or any loud, boisterous or other noise or conduct as will disturb users of the grounds which the premises are a part or the public in general; or use any musical instruments or

other sound apparatus capable of being heard outside of the leased premises. Any such conduct shall constitute an event of default hereunder.

SNOW REMOVAL ON ACCESS LANE. Landlord shall be responsible for snow removal (in instances where snowfall exceeds three (3) inches) in a reasonably timely manner on the access lane, as outlined on Exhibit 1 in aqua marine. Snow removal beyond the aqua marine area on Exhibit 1 shall be the responsibility of the Tenant.

MOWING. Tenant shall be responsible for regularly mowing the grass immediately surrounding the residence, outbuildings and driveway depicted on Exhibit 1. At no time shall the grass exceed five (5) inches in length. Tenant may mow the fenced-in pasture to the north of the residence (in which the Cell Tower is located) on Exhibit 1, if he so chooses. Landlord shall have no obligation to mow the grass in and around the residence or in the pasture.

PEACE & COMFORT. That in order to protect the peace and comfort of all residents and to protect the general buildings and grounds, it is agreed by the Tenant that the failure of parents, the members of the family, the residents, servants, agents and social guests of the Tenant to maintain such control over the adverse actions of their children or other persons will constitute an event of default hereunder on the part of the Tenant.

POSSESSION. If, on the date of this Lease, another person is occupying the premises and the Landlord is unable to deliver possession on or before the commencement of the term of this Lease, Tenant's right of possession hereunder shall be postponed until said premises are vacated by such other person, and rent due hereunder shall be abated at the rate of one-thirtieth (1/30) of a monthly installment for each day that possession is postponed. If possession is postponed hereunder, the Tenant, on written notice to the Landlord before possession is delivered, may terminate, cancel and rescind this Lease.

SECURITY DEPOSIT. It is further understood and agreed that Tenant has previously deposited with Landlord the sum of \$1,000.00 as a security deposit, receipt of which is hereby acknowledged. Said security deposit shall be deposited in an exclusive account in a banking or savings institution in accordance with the provisions of the Real Property Article of the Annotated Code of Maryland. Within forty-five (45) days after the end of tenancy, Landlord shall return the security deposit to Tenant together with simple interest which shall have accrued in the minimum amount required by law per annum, less any damages rightfully withheld. Interest shall accrue at six month intervals from the day the Tenant give Landlord the security deposit. Interest shall not compound. The security deposit, or any portion thereof, may be withheld for unpaid rent, damage due to breach of lease, or for damage to the leased premises by the Tenant, his family, agents, employees, or social guests in excess of ordinary wear and tear. Fire or other casualty not occurring through the actions, or negligence of the Tenant excepted. The Security Deposit amount may not be deducted from Tenant's final rent payment. Upon written request for the Tenant within fifteen (15) days of occupancy, Landlord will provide a written list of damages existing on the leased premises at the time of occupancy. The Tenant shall, if he disagrees with the report, serve on the Landlord a statement of his own, setting forth any variations within five (5) days after he receives the report. Written receipts will be provided for all cash or money orders paid by the Tenant to the Landlord for rent, deposit, security, or otherwise; however, to protect Landlord from potential

criminal injury, it is the intent of this Lease Agreement that all monetary transactions shall be made by check or money order.

The Tenant has the right to be present when the Landlord inspects the premises in order to determine if any damage was done to the premises, if the Tenant notifies the Landlord by certified mail of his intention to move, the date of moving, and his new address. The notice to be furnished by the Tenant to the Landlord shall be mailed at least fifteen (15) days prior to the date of moving. However, nothing herein contained shall waive the thirty (30) day requirement of a written notice of "intent to vacate." Upon receipt of the notice, the Landlord shall notify the Tenant by certified mail of the time and date when the premises are to be inspected. The date of inspection shall occur within five (5) days after the date of moving as designated in the Tenant's notice.

A detailed statement of any damages for unpaid rent, damage due to breach of lease, or for damage to the leased premises by the Tenant, his family, agents, employees, or social guests in excess of ordinary wear and tear together with the cost actually incurred or to be incurred shall be mailed by first class mail directed to the last known address of the Lessee within forty-five (45) days after the lease is terminated. Failure of Landlord to comply with the law regarding security deposits may result in Landlord being liable to Tenant for a penalty up to three times the security deposit withheld, plus reasonable attorney's fees.

ALTERATIONS. Tenant will not remodel or make any structural changes, alterations or additions to the premises; will not paper, paint or decorate; will not install, attach, remove or exchange appliances or cooking units, radio or television antennae or satellite dish; will not drive nails or picture hangers into the walls or woodwork (a reasonable number of picture hangers excepted); will not change the existing locks of the premises; all without the prior written permission of the Landlord.

MAINTENANCE. Tenant shall keep in a state of repair, maintenance and cleanliness all parts of the demised premises, including equipment therein, and shall promptly report any defects to the Landlord. Tenant shall take good care of the premises and permit, commit or suffer no waste thereon. All garbage and trash removal is the responsibility of the Tenant and all garbage and trash shall be placed in a suitable covered container. No repairs shall be ordered by the Tenant without prior approval by the Landlord.

Tenant hereby expressly acknowledges that he will comply with all obligations imposed upon him by this Lease Agreement and by all applicable provisions of all Federal, State, and Local statutes, codes, regulations, and ordinances and in particular; Tenant shall:

- a. Keep that part of the premises which he occupies and uses clean and sanitary.
- b. Dispose from his dwelling unit all rubbish, garbage and other organic and flammable waste (hereinafter "Trash"), in a clean, sanitary, and legal manner. Tenant must hire its own trash removal service at its own expense. No storing of Trash is permitted on the premises. No burning of Trash or any other materials is permitted on the premises, except that use of a gas or charcoal grill is permitted.
- c. Keep all plumbing fixtures as clean and sanitary as their condition permits.
- d. Properly use and operate all electrical and plumbing fixtures.
- e. Prevent any person on the premises with his permission to willfully or wantonly

destroy, deface, damage, impair, or remove any part of the structure or dwelling unit or the facilities, equipment or appurtenances thereto, nor himself do any such thing.

f. Refrain from interfering with the rights of other users or the public to peacefully enjoy the use and occupancy of the grounds of which the premises form a part.

g. Refrain from using any type of auxiliary heating device or system.

h. Promptly pay for all utilities, including electric, telephone, cable and heating fuel, directly to the suppliers. Tenant pledges to make a diligent effort to have all utilities put in his/her name, immediately upon the signing of this Lease. All said charges shall be considered additional rent. Water is provided by well; sewer is provided by septic system.

i. Promptly notify Landlord of the need for repairs to the portions of the leased premises Landlord has agreed to maintain.

j. Keep the sidewalks, porches, and steps free and clear of snow, ice and weeds.

k. Keep the yard maintained by mowing, weeding, raking, etc.

LAND LEASE AGREEMENT. The premises are subject to a Land Lease Agreement between the City and American Tower Corporation (successor in interest to Cellco Partnership d/b/a Verizon Wireless) dated March 16, 2011, pertaining to the Cell Tower which is depicted on Exhibit 1. Tenant acknowledges that American Tower, its successors, agents and assigns, are permitted to access the Cell Tower from time to time in accordance with the terms of the Land Lease Agreement. Tenant shall not interfere with American Tower's access to the Cell Tower. **Tenant is prohibited from accessing the Cell Tower.**

SURRENDER. Tenant will, upon termination of this Lease, surrender the premises and all fixtures and equipment of Landlord therein in good, clean and operating condition, ordinary wear and tear excepted. Tenant shall, at the time of vacating the premises, clean said premises including stove, refrigerator (**both parties acknowledge that the refrigerator existing at the time of execution has a non-functioning ice maker**), microwave and dishwasher, and remove trash from the premises. If such cleaning and removal of trash is not accomplished by the Tenant, action same shall be taken by the Landlord at the Tenant's expense. Upon vacating the premises, Tenant shall deliver all keys thereof to the Landlord within twenty-four (24) hours after vacating. Failure to comply will be cause to charge Tenant for changing locks.

Tenant shall make all repairs to walls, ceilings, paint, plastering, plumbing, heating system, cooling system, and electrical circuits or fixtures when such repairs shall have necessitated by the misuse or neglect of Tenant, his family, the residents, agents, employees, or social guests. Upon termination of this lease and surrender of the premises, Tenant agrees to reasonably return the leased premises to its original condition, normal wear and tear excepted, Tenant shall clean the premises, the cooking range, and the refrigerator; Tenant shall remove all trash, garbage, or debris from the leased premises prior to surrender thereof. Charges will be made by the Landlord for noncompliance of the above.

INSPECTION. Landlord hereby notifies Tenant that the Premises may be subject to reasonable inspection by the Landlord. Landlord may enter the premises at all reasonable hours to examine the same, to make necessary repairs and to protect any property from damage. During the last sixty (60) days of the term of this Lease or any extension thereof, Landlord may enter the premises at reasonable times, to exhibit the same, and may place a "for rent" or "for sale" sign

thereon.

LIABILITY. Tenant agrees to indemnify, exonerate and save the Landlord harmless from any and all suits or claims for loss, expenses, damages or injury to persons or property sustained upon the premises, arising out of the Tenant's negligence or Tenant's use of the premises.

INSURANCE. Landlord maintains fire and hazard insurance over the premises. Tenant will do nothing and permit nothing to be done on the premises which will contravene any fire or hazard insurance policy covering the same. If Tenant's use or occupancy of the premises increases the premium on any fire or hazard insurance policy, Tenant shall pay such increase. All personal property placed in the leased premises by Tenant shall be at the sole risk of the Tenant and Landlord shall in no event be liable for any loss or damage thereto. Tenant is urged to obtain renter's or personal property insurance.

TAXES. TENANT SHALL NOT BE RESPONSIBLE FOR OR PAY REAL ESTATE PROPERTY TAXES. Tenant shall be responsible for any other applicable taxes or fees.

SMOKING. Smoking of any sort is prohibited inside the residence building on the Premises. Burning of candles, incense and/or other similar materials is prohibited on the Premises.

LEAD PAINT. Tenant acknowledges that a Lead Paint Notice, in the form prescribed by the Maryland Department of the Environment, is attached hereto as Exhibit 2 to the Lease.

DEFAULT. If the premises are abandoned or become vacant during the term, the Landlord may re-enter the same by force or otherwise without being liable to any prosecution therefore and, in addition to any other remedies, re-rent the premises in whole or in part as the agent of the Tenant who in all events shall remain liable for any unpaid rentals for the full term of this Lease. Landlord may receive the rent from any such re-rental applying the same first to the payment of such expenses as the Landlord may incur in re-entering and re-letting, and then to the payment of the rent due hereunder.

If any default is made in the payment of the rent due hereunder and if such default shall not be cured by the Tenant within fifteen (15) days after receipt by the Tenant of written notice from the Landlord of such default, or if any default or violation be made in the performance of any of the covenants and agreements herein contained on the part of the Tenant to be performed, then the relation of Landlord and Tenant, at the option of the Landlord, shall wholly cease and determine and, in addition to any other remedies, the Landlord may re-enter the premises by force, if necessary, and remove all persons therefrom and distrain for rent, if any be due, and assume and take possession of the premises and Tenant's property therein; and the Tenant, in any such event, expressly waives the service of any notice to Quit or Demand for Possession, but the Tenant shall, nevertheless, remain liable for any unpaid rental for the full term of this Agreement. Tenant recognizes that the premises is a publicly owned residence located in a public park and expressly acknowledges Landlord's right to terminate this relationship and take immediate possession of the premises for any event of default which effects the public use of said park or negatively reflects upon the Landlord.

If any legal process whatsoever shall be issued for the purpose of attaching or taking in

execution of any of Tenant's chattels located on the premises or Tenant's interest in the premises created by this Agreement, or if Tenant shall petition or have a petition filed against him to be adjudicated a bankrupt or insolvent, and such petition is not removed within ten (10) days, or if a receiver or trustee shall be appointed for Tenant's business or property, or if Tenant shall make a general assignment for the benefit of creditors, or if a corporate reorganization of Tenant or any arrangement with Tenant's creditors shall be approved by a court under this Agreement would otherwise pass to another by operation of law, or if Tenant, without Landlord's prior written consent, shall assign or transfer to another in bulk, and not in the ordinary course of business, a major part of the materials, supplies, merchandise and other inventory, or substantially all of the fixtures and equipment located on the premises, then in any such event, Tenant shall be deemed to have committed a material breach of this Agreement and the Landlord, may at its option, forthwith by written notice re-enter the premises, and re-rent the premises as the agent for the Tenant. Notwithstanding any such action(s) by Landlord, Tenant shall in all events remain liable for any unpaid rental for the full term of this Lease.

Tenant hereby expressly waives the benefits of all laws exempting property of any amount or value from levy and sale on execution of distress for rent, or upon any execution under any judgment that may be recovered from rent due under this Agreement.

If the Tenant causes the early termination of this Lease by reason of abandonment, default, failure to pay rent, or violation of any other provision hereof, Tenant shall be liable to Landlord for the costs of any inspections, lead paint testing, fees or other charges incurred by Landlord to relet the Premises, if such charges would not ordinarily be incurred during the term of this Lease if no default had occurred.

Landlord shall in all events be entitled to the benefit of all provisions of applicable laws respecting the speedy recovery of lands and tenements held over by Tenants or proceedings in forcible entry and detainer.

REPRESENTATIONS IN RENTAL APPLICATION. Tenant has tendered this Lease to Landlord and Landlord has accepted the same on the basis of the representations contained in the Rental Application submitted to the Landlord by the Tenant. Said Rental Application is attached hereto and made a part of this Lease by reference. In the event that any of the representations contained in the aforementioned application shall be found by the Landlord to be misleading, incorrect, or untrue, such circumstances shall be deemed a default hereunder, and Landlord shall have the right to cancel this Lease and to repossess the leased premises by legal process. Tenant expressly warrants that he/she is/are of legal age, said warranty being made for the purpose of inducing Landlord to demise the subject premise aforementioned. The parties hereto expressly acknowledge that they have read this entire lease, that they fully understand all its provisions, that they are in accord with all the terms contained herein, that no oral or other representations concerning the terms of this lease have been made, and that they understand this to be a legally enforceable contract.

It is recognized by and between the parties that it is necessary for the Landlord to pass a Resolution approving the execution of this Lease and the provisions hereof. In the event that said Resolution should not pass or should not become effective by virtue of a referendum or

some other methodology or by operation of law, then in said event, this Lease is null and void and of no effect.

WITNESSETH our hands and seals the first day above written.

ATTEST:

LANDLORD:
CITY OF HAGERSTOWN

Donna K. Spickler
Donna Spickler, City Clerk

By: Robert E. Bruchey, II
Robert E. Bruchey, II, Mayor

WITNESS:

Vanille Dyer

TENANT:

Paulyn Croake

WITNESS:

Vanille Dyer

TENANT:

[Signature]

Exhibit 1

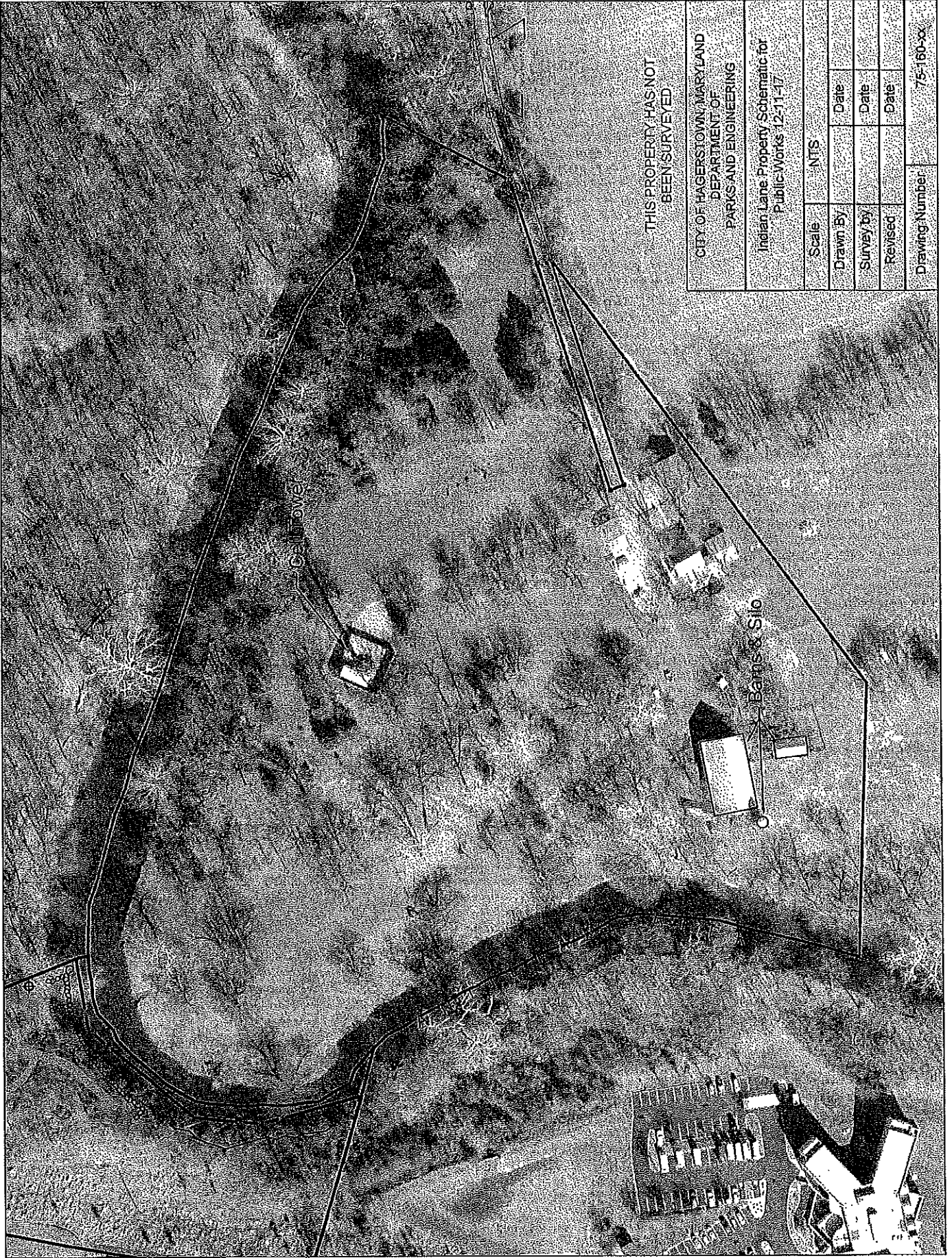


Exhibit 2

LEAD-BASED PAINT DISCLOSURE

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

Lead Warning Statement:

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

Landlord's Disclosure (initial)

[Handwritten signature]

(a.) Presence of lead-based paint and/or lead-based hazards (check one below):

(☒) Known lead-based paint and/or lead based paint hazards are present in the housing (explain).

Structure was constructed prior to 1950 and it is likely that lead based paint was used in building components at that time.

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

(b.) Records and reports available to the Landlord (check one below):

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

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

Tenant's acknowledgement (initial)

[Handwritten signature]
[Handwritten signature]
[Handwritten signature]
[Handwritten signature]

(c.) Tenant has received copies of all information listed above.

(d.) Tenant has received the pamphlet *Protect Your Family From Lead in Your Home*

(e.) Tenant has received a copy of the lead inspection certificate from Landlord.

(f.) Tenant has received a copy of the Notice of Tenants' Rights, a Maryland

Department of Environment publication from Landlord, as required by Annotated
Code of Maryland, Environment Section 6-820.

Certification of Accuracy

By signing this lease, the parties agree that they have reviewed the information above and
certify; to the best of their knowledge, that the information provided by the signatory is true and
accurate.

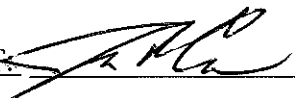
LANDLORD: The City of Hagerstown

By: RE Brungo

Title: Mayor

Witness:

Donna K. Spickler
Date 5/22/18

TENANT: 

Joseph Cross

5/29/18
Date

Witness:

Danielle Beyer
Date 5/29/18

MARYLAND DEPARTMENT OF THE ENVIRONMENT

LEAD PAINT RISK REDUCTION (MDE FORM 330) INSPECTION CERTIFICATE NO. 777487

MDE TRACKING NO. 0167033 **MDE PROPERTY NO.** (Include county code prefix.) 22-18023466 **OWNER NAME** City of Hagerstown
11850 Indian Lane **Unit No.** SP Hagerstown **City** 21740 **Zip Code** Md **County** 1864 **Property Construction Date**
Street Address

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

INSPECTION CATEGORIES

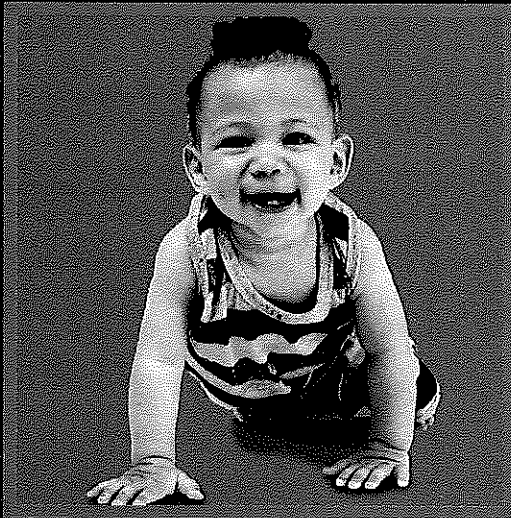
☐ 1. Lead Free Methods ☐ A. One Time Only <i>(Interior & Exterior)</i> OR ☐ B. Limited <i>(Interior Lead Free Only)</i> Passing Re-inspection required no later than: ____ / ____ / ____ Number of Pre-1950 Lead Free Units Number of Post-1949 Lead Free Units	☒ 2. Full Risk Reduction Methods ☒ A. Dust Inspection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

Inspector's Name Saccharine Morris **Inspector's Signature** [Signature] **Accreditation No.** 09Mau8095 **Accreditation Exp. Date** 10-12-19 **Inspection Contractor Name** Professional Property Services **Accreditation No.** 1877 **Accreditation Exp. Date** 9-22-18



Protect Your Family From Lead in Your Home



United States
Environmental
Protection Agency



United States
Consumer Product
Safety Commission



United States
Department of Housing
and Urban Development

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

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

Read this entire brochure to learn:

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

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

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

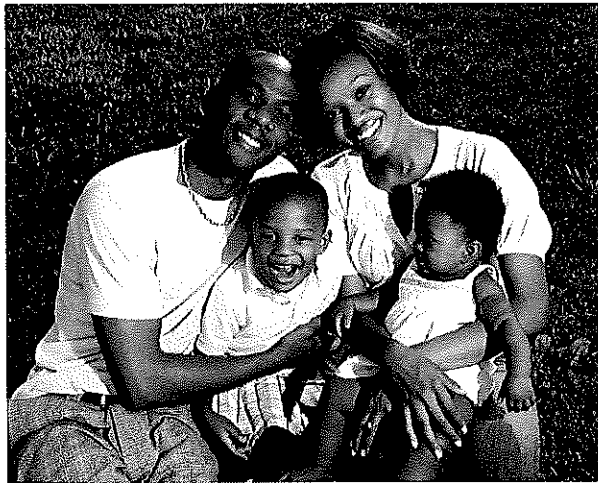
Lead Gets into the Body in Many Ways

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.

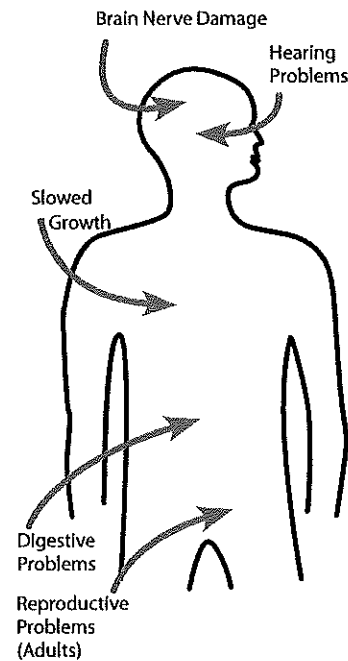
- Women with a high lead level in their system before or during pregnancy risk exposing the fetus to lead through the placenta during fetal development.

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), 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

Deteriorating 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:

- 40 micrograms per square foot ($\mu\text{g}/\text{ft}^2$) and higher for floors, including carpeted floors
- 250 $\mu\text{g}/\text{ft}^2$ and higher for interior window sills

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

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

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

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

Checking Your Home for Lead

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

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



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

Checking Your Home for Lead, continued

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

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

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

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

What You Can Do Now to Protect Your Family

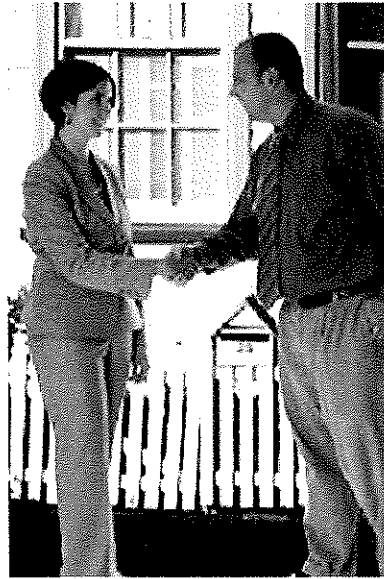
If you suspect that your house has lead-based paint hazards, you can take some immediate steps to reduce your family's risk:

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

Reducing Lead Hazards

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

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



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

- Hire a Lead-Safe Certified firm (see page 12) to perform renovation, repair, or painting (RRP) projects that disturb painted surfaces.
- To correct lead hazards permanently, hire a certified lead abatement professional. 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:

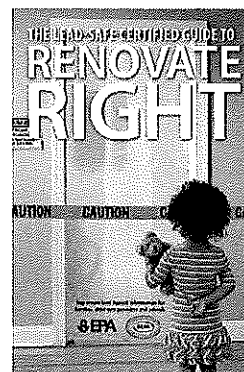
- 40 micrograms per square foot ($\mu\text{g}/\text{ft}^2$) for floors, including carpeted floors
- 250 $\mu\text{g}/\text{ft}^2$ for interior windows sills
- 400 $\mu\text{g}/\text{ft}^2$ for window troughs

For help in locating certified lead abatement professionals in your area, call your state or local agency (see pages 14 and 15), or visit epa.gov/lead, or call 1-800-424-LEAD.

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

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

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



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

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

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

Other Sources of Lead

Lead in Drinking Water

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

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

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

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

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

Important Steps You Can Take to Reduce Lead in Drinking Water

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

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

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

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

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

Other Sources of Lead, continued

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

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

For More Information

The National Lead Information Center

Learn how to protect children from lead poisoning and get other information about lead hazards on the Web at epa.gov/lead 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/safewater 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/lead, 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) 321-6671

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 (DT-8J)
77 West Jackson Boulevard
Chicago, IL 60604-3666
(312) 886-7836

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.
WWPD/TOPE
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
Solid Waste & Toxics Unit (WCM-128)
1200 Sixth Avenue, Suite 900
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. Contact HUD's Office of Healthy Homes and Lead Hazard Control 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/offices/lead/

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IMPORTANT!

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

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



Lead Poisoning Prevention Program

Notice of Tenants' Rights

INTRODUCTION

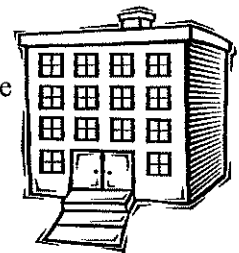
This Notice of Tenants' Rights explains your legal rights pursuant to the Maryland Reduction of Lead Risk in Housing Law, which went into effect on February 24, 1996. Under this law, property owners are required to address all potential lead-based paint hazards in rental properties constructed prior to 1978, register and annually renew registration of their properties with Maryland Department of the Environment's (MDE) Lead Poisoning Prevention Program, and provide tenants with lead educational materials. This Notice of Tenant's Rights also provides a detailed explanation of what property owners are required to do to comply with the law, how to inform your landlord that repairs need to be performed in your home, and steps you can take to enforce your legal rights if your landlord refuses to respond to your request.

Please read this material carefully and call the Lead Hotline at 410-537-4199 or 800-776-2706 if you have any questions. (TTY Users 800-735-2258)

I HAVE JUST MOVED INTO A RENTAL DWELLING THAT WAS BUILT BEFORE 1978, WHAT DO I NEED TO KNOW?

In order to be fully compliant with the law, your landlord is required to:

- 1) Give you the Notice of Tenant Rights, the EPA brochure, "Protect Your Family from Lead in Your Home," and a copy of the lead inspection certificate for the unit on or before the day you move in. The property owner may ask you to sign a statement acknowledging that you received these items.
- 2) Ensure that the property is currently registered with the Maryland Department of the Environment (MDE) and is required to pay a \$30.00 per property/unit registration fee.
- 3) Obtain a passing Full Risk Reduction certificate prior to you moving into the property.



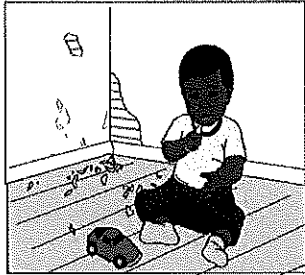
DOES MY RENTAL DWELLING UNIT HAVE TO BE INSPECTED BEFORE I MOVE IN?

Yes. The property owner must have the unit inspected at the owner's expense. All inspections are required to be performed by an inspector accredited by MDE. If the house passes the inspection, the property owner will be given a Lead Paint Risk Reduction Inspection Certificate. This certificate will be on file at MDE. The owner is required to give you a copy of the inspection certificate when you

move in. If you wish to know the results of the inspection, ask your landlord or call the Lead Hotline at 410-537-4199, 1-800-776-2706, or TTY 800-735-2258.

ARE THERE OTHER TIMES THAT THE PROPERTY OWNER MUST COMPLY WITH SPECIAL STANDARDS WHILE I LIVE HERE?

Yes. When a child under six or a pregnant woman has an elevated blood lead level (EBL) 10 µg/dl or more, the local health department will inform the property owner of the obligation to meet the **Modified Risk Reduction Standard**.

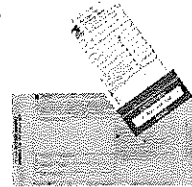


The Modified Risk Reduction Standard must also be met when the property owner receives a written Notice of Defect that there are structural defects and/or chipping, peeling, and flaking paint in your home. Chipping, peeling and flaking paint in pre-1978 constructed rental properties is presumed to contain lead, which can be dangerous to you and your children.

The property owner will have 30 days to satisfy the Modified Reduction Standard after receipt of a written Notice of Elevated Blood Lead Level or Notice of Defect.

HOW DO I TELL THE PROPERTY OWNER ABOUT STRUCTURAL DEFECTS and/or THAT THERE IS CHIPPING, PEELING, AND FLAKING PAINT IN MY HOME?

You must send a notice to the property owner in writing. You may either write a letter or use a "Notice of Defect Form." A sample copy of the form is attached on page 5. When sending a notice, it is suggested to send it **Certified Mail, Return Receipt Requested** or **Hand Deliver** it to the property owner and obtain a signature evidencing receipt. This documentation is also useful when making a referral to MDE or your local housing department.



Once the property owner receives the notice, your property must satisfy the Modified Risk Reduction Standard within 30 days.

HOW DOES AN OWNER MEET THE MODIFIED RISK REDUCTION STANDARD?

Within 30 days after the receipt of a Notice of Elevated Blood Lead Level or Notice of Defect, the property owner provides for the temporary relocation of tenants to a lead free dwelling unit or another dwelling unit that has meet the full risk reduction standard;

OR

Within 30 days after the receipt of a Notice of Elevated Blood Lead Level or Notice of Defect, the property owner ensures that the property passes a test for lead contaminated dust and by performing certain lead hazard reduction treatments. The property owner must pay for those repairs and must use a contractors accredited by MDE to perform lead abatement work.

SHOULD MY FAMILY STAY IN THE HOME WHILE REPAIRS ARE BEING MADE?

Nobody is permitted in the work area. Pregnant women and children under 6 years old are prohibited from being in the house while the lead hazard reduction treatments are being performed. If you are required to leave your house for more than 24 hours while treatments are performed, the property owner must pay for all your reasonable expenses directly related to your required relocation to temporary lead safe housing.

The property owner is also responsible for expenses related to the moving, storing, or cleaning of furniture, and possibly food costs for the family while work is being done in the home.

You must allow the property owner to enter your home to do the treatments.

The property owner is required to have the home inspected to verify the Modified Risk Reduction standard has been met. After all work is completed, an MDE accredited inspector must inspect the property to verify compliance with the Modified Risk Reduction standard.

WHAT IF MY LANDLORD HAS NOT COMPLIED WITH THE LAW, OR HAS FAILED TO RESPOND TO MY NOTICE?



1. Make a Referral

If you have given your landlord a written Notice of Defect or Notice of EBL and no repairs have been completed, you can make a referral to Maryland Department of the Environment's Lead Poisoning Prevention Program by calling 1-800-776-2706 or 410-537-3825. When making a referral, please provide copies of the Notice of Defect or Notice of EBL, along with any verification of receipt you may have.



2. Rent Escrow

Rent Escrow is a legal process that requires you to file a Complaint for Rent Escrow in the District Court in the county in which you live. If the District Court grants your request for an escrow account, you will be required to pay your rent into the District Court's escrow account instead of to your landlord. This provides an incentive for your landlord to complete repairs in your home that threaten the life, health, or safety of you and your family. In order to have an escrow account established based on lead hazards, you only need to prove that your landlord is not in compliance with Maryland's Lead Laws.

An escrow account is only established after all facts have been presented to a judge in a judicial proceeding. Therefore, it is suggested that you seek the advice and representation of an attorney

3. Rent Protection

In 2004, the Maryland General Assembly enacted legislation requiring landlords to confirm their compliance with Maryland's Lead Risk Reduction in Housing Law when filing for repossession of property based on a tenant's failure to pay rent. If the property to be repossessed was constructed prior to 1978, the landlord must state that they are currently registered with Maryland Department of the Environment and provide the certificate number for the inspection conducted for the current tenancy. Failure to provide this information may result in the dismissal of the landlord's complaint.

4. Retaliatory Eviction

It is unlawful for your landlord to evict you for complaining about dangerous conditions present in your home, including the presence of peeling, chipping, and flaking paint. The law protects tenants against eviction and illegal rent increases initiated after notification. It is presumed that any attempt to evict a tenant or to raise the rent, except for nonpayment of rent, within two months after compliance with the applicable risk reduction standard, is in retaliation for the tenant's notification of dangerous conditions, and shall be void. It is also against the law for the property owner to evict you because there is someone in your home found to have a high blood lead level.



If you have any questions about the Maryland Lead Law, visit:

www.mde.maryland.gov/lead or call the Lead Hotline at 410-537-4199 or toll-free at 1-800-776-2706, or TTY 1-800-735-2258.



**REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND**

Topic:

Approval of a Resolution: Establishing a Hagerstown Youth Advisory Council

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

Resolution_-_To_Establish_a_Youth_Advisory_Council.pdf

Description

Resolution - Ad Hoc
Committee - Youth Advisory
Council

REQUIRED MOTION
MAYOR & CITY COUNCIL
HAGERSTOWN, MARYLAND

DATE: December 18, 2018

TOPIC: Approval of a Resolution to Establish a Youth Advisory Council

Charter Amendment	_____
Code Amendment	_____
Ordinance	_____
Resolution	<u> X </u>
Other	_____

MOTION: I hereby move for approval of a Resolution to establish a Hagerstown Youth Advisory Council ad-hoc committee. The goal of the Council is to facilitate communication and participation by City youth regarding City government's decision-making and planning.

DATE OF PASSAGE: 12/18/2018

CITY OF HAGERSTOWN, MARYLAND

**A RESOLUTION ESTABLISHING A HAGERSTOWN
YOUTH ADVISORY COUNCIL AD-HOC COMMITTEE**

RECITALS

WHEREAS, the Mayor and Council believe that it is appropriate and timely to establish a committee to facilitate and increase communication with, and participation by, city youth regarding their local government's decision-making and planning;

NOW THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Hagerstown, Maryland, pursuant to the Provisions of Administrative Sections of the City Code Part 2, Article V, Sections 10-19 through 10-23, and Article VI Sections 10-24 through 10-26, does hereby create the Hagerstown Youth Advisory Council Ad-Hoc Committee of 2019.

The Committee will be responsible for promoting and encouraging youth involvement in the City of Hagerstown government and presenting the Mayor and Council with recommendations, if any, for encouraging youth engagement in governmental decision-making.

The Committee shall be comprised of nine (9) voting youth members, and an unspecified number non-voting adult members, all to be selected by the Mayor and approved by the City Council.

The City Administrator shall assign such employees as she deems necessary to serve as liaison to the Committee and shall provide staff services. These appointees shall not vote.

The term of the Committee shall be one year commencing September 3, 2019 and terminating on September 2, 2020.

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 Spickler, City Clerk

Robert E. Bruchey, II, Mayor

Date of Introduction: N/A
Date of Passage: December 18, 2018
Effective Date: December 18, 2018

PREPARED BY:
SALVATORE & MORTON, LLC
CITY ATTORNEYS

**REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND**

Topic:

Approval of a Resolution: Revising Parking Facilities Rates and Fees

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

Description

Resolution_and_Motion_on_Student_Parking_and_Bulk_Rate_Dec_2018.pdf

Motion and
Resolution for
USMH Student
Parking Rates
and Bulk
Discounts

CITY OF HAGERSTOWN, MARYLAND

**A RESOLUTION AUTHORIZING THE CITY OF HAGERSTOWN
TO REVISE MONTHLY AND HOURLY PARKING RATES IN METERED SPACES ON STREETS AND
MUNICIPAL LOTS, AND OTHER PROPERTIES OWNED OR LEASED BY THE CITY
WITH SAID CHANGES EFFECTIVE ON THE DATES SET FORTH HEREIN**

RECITALS

WHEREAS, the Mayor and Council is the duly constituted legislative body for the City of Hagerstown, Maryland; and

WHEREAS, as the duly constituted legislative body, said Mayor and Council is authorized and empowered, pursuant to the Code of the City of Hagerstown, Maryland, Chapter 60, Article IV, Sections 60-35 Time Limits and Rules and 60-37 Municipal Lots, to establish the hourly and monthly rates for parking meters, parking lots, and other properties owned or leased by the City (collectively "Parking Facilities") ; and

WHEREAS, on June 26, 2018, the Mayor and Council passed a Resolution establishing new rates for the City's Parking Facilities; and

WHEREAS, the Mayor and Council has further considered and studied the rates in conjunction with the revenue requirements of the operation of the City's Parking Facilities, and in particular (1) the Student Rate for the University District Parking Deck and (2) the Bulk Discount Rate for the University District Parking Deck, the Rochester Lot, Market Lot and Central Lot; and

WHEREAS, the Mayor and Council deems it in the best interests of the citizens to revise the parking rates for those Parking Facilities enumerated in the previous paragraph.

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

1. That it adopts herein the foregoing Recitals and authorizes the City of Hagerstown to adopt the rates set forth below.
2. In accordance with City Code Section 60-35 B and 60-37 A and B, parking rates in those areas that are controlled by permit parking shall be as follows:

University District Parking Deck:

University System of Maryland at Hagerstown		
Student Rate	January 1, 2019	\$15.00 per month

BE IT FURTHER RESOLVED by the Mayor and Council of the City of Hagerstown, Maryland, that bulk rate discounts of 10% and 25% will remain in effect (***and not be discontinued effective July 1, 2019, as was mandated by the June 26, 2018 Resolution R-18-27***) for the University District Parking Deck and the following parking lots, whereby payment shall be remitted by a single payer through a single payment for all spaces qualifying for a discount as follows:

University District Parking Deck, Rochester Lot, Market Lot, Central Lot

0 -9 Spaces	0% Discount
10 – 24 Spaces	10% Discount
25 >	25% Discount

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

WITNESS AND ATTEST

MAYOR AND COUNCIL OF THE

AS TO CORPORATE SEAL

CITY OF HAGERSTOWN, MARYLAND

Donna K. Spickler, City Clerk

Robert E. Bruchey, II, Mayor

Date of Introduction: December 18, 2018

Prepared by:

Date of Passage: December 18, 2018

SALVATORE & MORTON, LLC

Effective Date: December 18, 2018

City Attorneys

MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

DATE: December 18, 2018

TOPIC: **Resolution: Revising Parking Facilities Rates and Fees**

Charter Amendment

Code Amendment

Ordinance

✓ Resolution

Other

MOTION: I hereby move for Mayor and Council approval of a resolution approving specific revisions to the schedule of parking facilities rates and fees, effective January 1, 2019, or as herein noted per the schedule. *Any rate not specifically addressed in the attached resolution will be as approved in Resolution R-18-27, passed on June 26, 2018.*

DATE OF PASSAGE: DECEMBER 18, 2018

**REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND**

Topic:

Approval of a Resolution: Addendum to Purchase Agreement for Sale of 17-25 East Franklin Street

Mayor and City Council Action Required:

Staff request Mayor & City Council approval of an addendum to the contract of sale for the Roslyn Building located at 17-25 East Franklin Street. The addendum will extend the settlement date from January 15, 2019 to March 1, 2019. A resolution approving the addendum is scheduled for approval during the December 18th Regular Session.

Discussion:

Mr. Simpson has requested an extension of the settlement date in order to get all of the replacement windows installed before settlement. Since a portion of the replacement windows won't be delivered until mid-January and the install process has taken longer than expected, staff recommend approval of the settlement deadline extension.

Financial Impact:

Recommendation:

Motion:

I hereby move for the Mayor & City Council to approve a resolution authorizing an addendum to the purchase agreement for sale of property located at 17-25 East Franklin Street. The City-owned property is currently under contract to be sold to WLR Holding Company, Inc. The addendum will extend the settlement deadline date from January 15, 2019 to March 1, 2019.

Action Dates:

DATE OF INTRODUCTION: 12/18/2018
PASSAGE: 12/18/2018
DATE: 12/18/2018

DATE OF
EFFECTIVE

ATTACHMENTS:

File Name

Description

Memo Addendum Contract

memo_Roslyn_Addendum_for_extension.pdf
121818_Addendum_Roslyn_Sale.pdf

of Sale - Roslyn
Addendum Roslyn Building



CITY OF HAGERSTOWN, MARYLAND

Department of Community and Economic Development

To: Valerie Means, City Administrator

From: Danelle Hayer, Business Development Specialist

Date: November 28, 2018

RE: **Addendum to Contract of Sale – Roslyn Building (17-25 E Franklin St)**

Mayor & Council Action Requested

Staff request Mayor & City Council approval of an addendum to the contract of sale for the Roslyn Building located at 17-25 East Franklin Street. The addendum will extend the settlement date from January 15, 2019 to March 1, 2019. A resolution approving the addendum is scheduled for approval during the December 18th Regular Session.

Background

Mr. Simpson has requested an extension of the settlement date in order to get all of the replacement windows installed before settlement. Since a portion of the replacement windows won't be delivered until mid-January and the install process has taken longer than expected, staff recommend approval of the settlement deadline extension.

Staff will be available to answer any questions on the above items.

c. Jill Thompson, Director DCED

REQUIRED MOTION

MAYOR & CITY COUNCIL HAGERSTOWN, MARYLAND

DATE: December 18, 2018

TOPIC: Approval of a Resolution: Addendum to Purchase Agreement for Sale
of 17-25 East Franklin Street/Roslyn Building

Charter Amendment	—
Code Amendment	—
Ordinance	—
Resolution	<u>X</u>
Other	—

MOTION: I hereby move for the Mayor & City Council to approve a resolution authorizing an addendum to the purchase agreement for sale of property located at 17-25 East Franklin Street. The City-owned property is currently under contract to be sold to WLR Holding Company, Inc. The addendum will extend the settlement deadline date from January 15, 2019 to March 1, 2019.

DATE OF INTRODUCTION:	12/18/2018
DATE OF PASSAGE:	12/18/2018
EFFECTIVE DATE:	12/18/2018

CITY OF HAGERSTOWN, MARYLAND

**A RESOLUTION TO APPROVE THE
ADDENDUM TO PURCHASE AGREEMENT FOR
17-25 EAST FRANKLIN STREET WITH WLR HOLDING
COMPANY, INC. , TO EXTEND SETTLEMENT DATE
TO MARCH 1, 2019**

RECITALS

WHEREAS, on September 25, 2018 the Mayor and Council the City of Hagerstown, Maryland (the “City”) approved by Ordinance (the “Ordinance”) the sale of a property located at 17-25 East Franklin Street in Hagerstown, Maryland (hereinafter the “Property”) to WLR Holding Company, Inc. (“Buyer”). The Ordinance was effective October 12, 2018;

WHEREAS, on October 12, 2018, the Mayor and Council entered into a Purchase Agreement with the Buyer to sell the Property, with Buyer to complete a feasibility study on or before December 26, 2018, and with settlement to occur on or before January 15, 2019;

WHEREAS, both parties now desire an extension of the settlement date to March 1, 2019 so that agreed-upon improvements (namely, installation of new windows) can be completed by the City; and

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

NOW THEREFORE, 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 foregoing Recitals be and are hereby incorporated herein as if set forth verbatim.
2. That the requested extension of the settlement date to March 1, 2019 for sale of 17-25 East Franklin Street be and is hereby approved.
3. That the Mayor be and is hereby authorized to execute and deliver the Addendum to Purchase Agreement for 17-25 East Franklin 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 Addendum to Purchase Agreement.

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

Robert E. Bruchey, II, Mayor

Date of Introduction: December 18, 2018
Date of Passage: December 18, 2018
Effective Date: December 18, 2018

PREPARED BY:
SALVATORE & MORTON, LLC
CITY ATTORNEYS

ADDENDUM TO PURCHASE AGREEMENT

THIS ADDENDUM is made this ____ day of _____, 2018, by and between The City of Hagerstown, a Maryland Municipal Corporation (hereinafter "Seller" or "City"), and WLR Holding Company, Inc. (hereinafter "Buyer").

WHEREAS, the Seller and Buyer are parties to a certain Purchase Agreement dated October 12, 2018, whereby Seller has agreed to sell certain land in Hagerstown, Washington County, Maryland known as 17-25 East Franklin Street to Buyer;

WHEREAS, the Purchase Agreement requires settlement to occur on or before January 15, 2019; and

WHEREAS, the Buyer has requested an extension of the settlement date to March 1, 2019, which extension the Seller has agreed to accommodate;

NOW, THEREFORE, THIS ADDENDUM WITNESSETH: That the parties hereto hereby agree, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, that the aforementioned Purchase Agreement be and is hereby amended as follows:

1. The settlement date is hereby extended by mutual consent of the parties. Settlement shall occur no later than March 1, 2019, at the office of Buyer's attorney; and
2. The remainder of the Purchase Agreement dated October 12, 2018, between the parties shall remain in full force and effect, except as amended herein or inconsistent herewith, with no waiver of any rights or obligations thereunder by the parties hereto.

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

ATTEST:

SELLER
CITY OF HAGERSTOWN
A Maryland Municipal Corporation

Donna K. Spickler, City Clerk

BY: _____(SEAL)
Robert E. Bruchey, II, Mayor

ATTEST:

BUYER
WLR HOLDING COMPANY, INC.

By: _____(SEAL)
Randall S. Simpson, President

CITY OF HAGERSTOWN, MARYLAND

**AN ORDINANCE TO APPROVE THE SALE
OF A PROPERTY KNOWN AS
17-25 EAST FRANKLIN STREET, HAGERSTOWN, MARYLAND
AND AUTHORIZING EXECUTION AND DELIVERY OF A
PURCHASE AGREEMENT BETWEEN THE CITY
AND WLR HOLDING COMPANY, INC.**

RECITALS

WHEREAS, the City of Hagerstown, hereinafter called "the City," owns a property located at 17-25 East Franklin Street in Hagerstown, Maryland (hereinafter the "Property"); and

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

WHEREAS, the Property is among the inventory of real property in the City's Competitive Negotiated Sale Program;

WHEREAS, WLR Holding Company, Inc. has submitted a proposal for purchase and redevelopment for the Property, which proposal has been approved and recommended by City staff; and

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

WHEREAS, attached hereto and incorporated herein is a Purchase Agreement for the purchase of the Property; and

WHEREAS the Mayor and Council believe it to be in the best interest of the citizens of the City of Hagerstown to enter into said Purchase Agreement.

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

1. That the foregoing Recitals be and are hereby incorporated herein as if set forth verbatim.
2. That the Mayor and Council find that the Property is not needed for any public purpose.
3. That the sale of the Property pursuant to the terms of the attached Purchase Agreement is hereby approved.

PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT (this "**Agreement**") is made as of the ___ day of 2018, (the "**Effective Date**") by WLR Holding Company, Inc. ("**Buyer**") and the City of Hagerstown, a Maryland municipal corporation ("**Seller**").

RECITALS

A. Seller is the owner in fee simple of certain improved real property consisting of one (1) parcel of land located in Hagerstown, Maryland known as 17-25 East Franklin Street (Tax Map 306; Parcel 0547) and identified in a Deed to Seller dated June 20, 1996, and recorded at Liber 1278, Folio 1069, among the Land Records of Washington County, Maryland. The foregoing real property ("Real Property") and improvements thereon ("Improvements") are collectively referred to herein as the "**Property**".

B. Seller has agreed to sell the Property to Buyer, and Buyer has agreed to purchase the Property from Seller, under all of the terms set forth herein.

NOW, THEREFORE, in consideration of the mutual promises herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Incorporation of Recitals. The foregoing Recitals are hereby incorporated herein by reference as a substantive part of this Agreement.

2. Purchase and Sale of the Property. Subject to the terms and conditions set forth in this Agreement, Seller agrees to sell to Buyer, and Buyer agrees to purchase from Seller, the Property in accordance with the terms of this Agreement.

3. Purchase Price; Terms of Payment.

3.1 Purchase Price. The aggregate purchase price for the Property ("**Purchase Price**") shall be TWO HUNDRED FIFTY THOUSAND DOLLARS and 00/100 CENTS (\$250,000.00), FIVE THOUSAND DOLLARS (\$5,000.00) of which shall be due and payable as a deposit ("Deposit") simultaneously with the execution of this Agreement, with the balance of the Purchase Price due at settlement, subject to adjustments and prorations as set forth below and in Section 5.

3.2 Terms of Payment. Upon closing under this Agreement, the Purchase Price shall be paid to Seller in immediately available funds by cash, certified check or wire transfer.

4. Closing. The closing of the purchase and sale of the Property shall be held on or **before January 15, 2019** at the office of Offit Kurman, 50 Carroll Creek Way, Suite 340, Frederick, Maryland 21701 or such other mutually agreeable place in Washington or Frederick Counties, Maryland.

4.1 Seller's Closing Deliverables. At the closing, Seller shall deliver the following documents (collectively the "Closing Documents") and such other items described below:

4.1.1 a special warranty deed to the Real Property including a covenant of further assurances, duly executed and acknowledged by Seller and in proper form for recording, conveying fee simple title to the Real Property to Buyer or its designee subject to all conditions, restrictions, rights of way and easements of record and any Permitted Exceptions. Buyer hereby acknowledges and agrees that the deed shall contain a covenant prohibiting use of the Property as a bail bond business, a store front church, Hookah Shop, or tattoo business for a period of 10 years from the date of closing.

4.1.2 a certificate updating the representations and warranties made pursuant to Section 7;

4.1.3 a FIRPTA affidavit;

4.1.4 any transfer tax statements, declarations, filings and other similar documents that may be necessary, to the extent the same are required to be executed by Seller

4.1.5. usual and customary Closing Affidavits as required by the Buyer's title insurance carrier;

4.1.6 a closing statement conforming to the proration and other relevant provisions of this Agreement;

4.1.7 such other information as Buyer may reasonably require to demonstrate Seller's due authorization and performance of this Agreement and the foregoing documents; and

4.1.8. Such other information as the Settlement Agent may reasonably require to demonstrate Seller's due authorization and performance of this Agreement and the foregoing documents.

4.2 Buyer's Closing Deliverables. At the closing, Buyer shall deliver the following:

4.2.1 the balance of the Purchase Price as adjusted pursuant to the terms hereof;

4.2.2 a closing statement conforming to the proration and other relevant provisions of this Agreement; and

4.2.3 a certificate updating the representations and warranties made pursuant to Section 8.

5. Closing Adjustments/Costs.

5.1 Expense Adjustments. The following items of expense shall be adjusted as of 11:59 p.m., of the day immediately preceding the Closing Date such that Seller

shall be responsible for all days prior to the Closing Date and Purchaser shall be responsible for the Closing Date and all days thereafter:

5.1.1 Taxes. Real estate, personal property, ad valorem taxes, assessments payable in installments and front foot benefit charges payable in installments that are due and payable with respect to Seller and the Property, respectively, on the basis of the most current bills or other current information available. Assessments payable in a lump sum and not in monthly installments, if any, for improvements completed prior to the Closing Date, whether assessment therefor has been levied or not, shall be paid by Seller or allowance therefor made at the closing.

5.1.2 Utilities. Fuel, water and sewer service charges, and charges for gas, electricity, telephone and all other public utilities. If there are meters on the Property measuring the consumption of water, gas or electric current, Seller shall cause such meters (for utilities for which Seller, and not tenants, are responsible) to be read not more than one (1) day prior to the Closing Date, and shall pay promptly all utility bills for which Seller is liable upon receipt of a statement therefor. Purchaser shall be liable for and shall pay all utility bills for services rendered after such meter readings.

5.2 Final Reconciliation. The adjustments described in this Section 5 shall be paid on the Closing Date. If the amount of any of the adjustments described in this Section 5 cannot be determined on the Closing Date, the adjustment therefor shall be made within thirty (30) days after the Closing Date by cashier's check. In making the adjustments required by this subsection, Seller shall be given credit for all amounts prepaid for the Closing Date and any period thereafter, and Seller shall be charged with any unpaid charges for the period prior to the Closing Date.

5.3 Closing Costs. Buyer shall pay all expenses of examination of title, title insurance commitment and title premiums. All state, county, city, local, and municipal transfer and recordation taxes, if any, owing with respect to the sale of the Property, if any, shall be paid by Buyer. Each of Buyer and Seller shall pay their own attorneys' fees and expenses incurred in connection with this negotiation of this Agreement and the closing of the transactions contemplated hereby.

6. Title. Buyer shall have the right to inspect the status of title to the Property. Promptly after execution hereof, Buyer may obtain at Buyer's expense a title report or title commitment ("**Commitment**") and, at Buyer's election, a UCC lien search for the Property. Buyer may also obtain, at Buyer's sole cost and expense, a current ALTA/ASCM survey of the Property. In the event the Commitment discloses or Buyer becomes aware of any lien on the Property created by Seller that can be discharged or satisfied by the payment of money ("**Monetary Title Matters**"), Seller shall discharge or satisfy such Monetary Title Matters on or prior to the Closing Date. If Seller fails to discharge or satisfy any such Monetary Title Matters as aforesaid, Buyer, at its sole option, and in addition to any other rights and remedies it may have under this Agreement, at law and/or in equity, shall have the right to discharge and satisfy the same from the proceeds of the Purchase Price to be paid to Seller at closing. Title to the Property shall be subject only to the following matters: (i) the lien of real estate taxes and sewer and water rents not yet due and payable; and (ii) such matters appearing on the Commitment to which Buyer shall fail to object during the Feasibility Period (defined below) (collectively, the

"Permitted Exceptions"). Title to the Property shall be insurable, together with such title insurance endorsements as Buyer may reasonably request, at regular rates (including applicable rates for such endorsements) from a title insurance company licensed in the State of Maryland and selected by Buyer. In the event Buyer's review of title to the Property reveals any matters that are unacceptable to Buyer in its sole and absolute discretion (other than Monetary Title Matters which Seller is required to remedy as aforesaid), Buyer shall notify Seller thereof within twenty (20) days after the date on which an Ordinance for the Sale of the Property is introduced by the Mayor and City Council (the "Objection Notice"). Within ten (10) days after receipt of the Objection Notice, Seller shall notify Buyer in writing, whether Seller shall undertake to cure such unacceptable exception(s). In the event Seller elects not to cure any unacceptable exception or is unable with the exercise of due diligence to satisfy said objection before the Closing Date, Buyer may, at its option, either (a) accept title subject to the objections raised by Buyer, without an adjustment of the Purchase Price, in which event each of said objections shall be deemed waived for all purposes and considered a Permitted Exception, or (b) terminate this Agreement. If Buyer shall terminate this Agreement, then (i) this Agreement shall be deemed to have terminated as of the date of Buyer's notice without need for any further action by either party, (ii) the Deposit shall be returned to the Buyer and (iii) neither Buyer nor Seller shall have any further obligations to one another hereunder, except for those which expressly survive termination of this Agreement.

7. Representations and Warranties of Seller. Seller hereby makes the following representations and warranties to Buyer, all of which are made as of the Effective Date and shall be true and correct in all material respects on and as of the Closing Date.

7.1 Enforceability: Authorization. This Agreement and the documents, affidavits, certificates and other instruments to be executed and delivered by Seller pursuant hereto are, or will be when executed and delivered by Seller, the legal, valid and binding obligations of Seller and enforceable against Seller in accordance with its terms. Seller has obtained all consents necessary for, and possesses full authority and legal right to authorize Seller's entry into and performance of this Agreement, the documents, affidavits, certificates and other instruments to be executed and delivered by Seller pursuant hereto and/or the transactions contemplated hereby or thereby.

7.2 Ownership of the Property. Seller is the fee simple record and beneficial owner of the Property. No person or entity has an option, right of first refusal or other similar right to acquire all or any portion of the Property. Seller has performed all obligations under and is not in default in complying with the terms and provisions of any covenants, conditions, restrictions, rights-of-way or easements applicable to the Property.

7.3 No Conflicts. Neither the execution of this Agreement nor the consummation of the transactions contemplated hereby will conflict with, or result in a breach of, the terms, conditions or provisions of, or constitute a default under, any agreement or instrument to which Seller is a party.

7.4 Third Party Consents. All consents required from any governmental authority or third party in connection with the execution and delivery of this Agreement by Seller or the consummation by Seller of the transactions contemplated hereby have been made or obtained or shall have been made or obtained by the Closing Date.

7.5 Leases. The following leases exist on the Property:

17 E Franklin St

Tenant: Paul A. Spickler

Lease is for 4 years beginning Feb 1, 2016 and terminating January 31, 2020

Rental amount \$9712.50 per year

A copy of the Lease Agreement is attached hereto as Exhibit 1

21-23 E Franklin St

Tenant: Community Housing Resource Board, Inc.

Lease is month-to-month

Rental amount \$1.00 per year

A copy of the Commercial Lease Agreement is attached hereto as Exhibit 2

25 E Franklin St

Tenant: City of Hagerstown Parking Dept

No Written Lease

Rental amount \$7400 per year

As of the date of this Agreement, (a) all rents payable under the leases are current; (b) there exists no event of default on the part of any of the tenants under the leases; Seller has no knowledge of, nor has received an notice from any tenant with respect to, any default on the part of the Seller as landlord under the leases. Prior to the expiration of the Feasibility Period, Seller shall deliver to Buyer an "Estoppel Certificate" signed by each tenant certifying to the forgoing and to the current status of its lease.

7.6 Other Agreements. Seller is not a party to, nor does Seller have knowledge of, any agreements relating to the Property.

7.7 Condemnation, Violation of Laws, Etc. Excepting City Code violations which have been noted but not yet cited, Seller has not received notice of, and, to Seller's knowledge, there are no existing violations of any federal, state, county or municipal laws, ordinances, orders, codes, regulations or requirements affecting all or any portion of the Property, including, without limitation, violations of housing, building, safety, health, environmental, fire or zoning ordinances, codes and regulations of the respective jurisdictions within which the Property is located or any certificate(s) of occupancy issued for the Property.

7.8 No Flood Hazard Area. To Seller's knowledge, no portion of the Real Property is located in an area designated by any governmental entity as a flood hazard area.

7.9 Environmental Condition. Seller makes no representations as to the environmental condition of the Property and no representation as to the presence of any Hazardous Conditions in and around the Property. "Hazardous Conditions" shall mean the presence on, in or about the Property (including ground water) of Hazardous Materials, the concentration, condition, quantity, location or other characteristic of which fails to comply with applicable Environmental Laws. "Hazardous Material" shall mean any chemical, substance, waste, material, equipment or fixture defined as or deemed hazardous, toxic, a pollutant, a

contaminant, or otherwise regulated under any Environmental Law, including but not limited to, petroleum and petroleum products, waste oil, halogenated and non-halogenated solvents, PCBs, asbestos and asbestos containing materials.

7.10 Litigation. No proceeding, suit or litigation relating to Seller or the Property or any part thereof is pending or, to Seller's knowledge, threatened in any court or other tribunal or before any Governmental Authority. Seller is not the subject of, nor has Seller received any written notice of or threat that it has or will become the subject of, any actions or proceedings under the United States Bankruptcy Code, 11 U.S.C. §§ 101, et seq. ("Bankruptcy Code"), or under any other federal, state or local laws affecting the rights of debtors and/or creditors generally, whether voluntary or involuntary and including, without limitation, proceedings to set aside or avoid any transfer of any interest in property or obligations, whether denominated as a fraudulent conveyance, preferential transfer or otherwise, or to recover the value thereof or to charge, encumber or impose a lien thereon.

7.11 FIRPTA. Seller is not a "foreign person" within the meaning of Section 1445 of the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder (the "**Code**"), and the sale of the Property is not subject to the federal income tax withholding requirements of such section of the Code.

7.12 Mechanic's Liens. There are no claims for labor performed, materials furnished or services rendered in connection with the development, construction, improvement, renovation or repair of the Property with respect to which liens may or could be filed against the Property, either pending or threatened.

7.13 Tax Matters. No federal or other taxing authority (each, a "**Taxing Authority**" and collectively, the "**Taxing Authorities**") has asserted in writing any tax deficiency, lien, interest or penalty against Seller or the Property that has not been paid, and there is no pending audit or inquiry from any Taxing Authority relating to Seller or the Property, and to Seller's knowledge, no event has occurred and no condition or circumstance exists which presents a material risk that any tax deficiency, lien, interest, penalty or other assessment will be imposed against Seller or the Property.

7.14 Re-Zoning. Seller is not a party to, nor does Seller have any actual knowledge of, any threatened proceeding for the rezoning of the Property or any portion thereof, or the taking of any other action by governmental authorities that would have an adverse or material impact on the value of the Property or use thereof.

7.15 Condemnation. Seller has not received any written notice advising it of any pending or threatened condemnation or other governmental taking proceedings affecting all or any part of the Property and knows of no plans on the part of the Seller to institute any such proceeding.

7.16 Except as otherwise provided herein Seller is making no warranties as to the condition of the property and the property is being sold "AS IS."

8. Representations and Warranties of Buyer. Buyer hereby represents and warrants to Seller that: (i) Buyer is a corporation organized and existing under the laws of the

State of Maryland and that it is in good standing in the State of Maryland; (ii) this Agreement and the documents, affidavits, certificates and other instruments to be executed and delivered by Buyer pursuant hereto are, or will be when executed and delivered by Buyer, legally binding on, and enforceable against, Buyer in accordance with their respective terms except as the same may be limited by applicable bankruptcy, insolvency, reorganization, receivership and other similar laws affecting the rights and remedies of creditors generally and by general principles of equity (whether applied by a court of law or equity); and (iii) neither the execution of this Agreement nor the consummation of the transactions contemplated hereby will conflict with, or result in a breach of, the terms, conditions or provisions of, or constitute a default under, any agreement or instrument to which Buyer is a party.

9. Seller Covenants.

9.1 Inspection. Seller shall make available to Buyer during normal business hours prior to the Closing Date all information in Seller's or its management agent's possession or control concerning the Property, including, without limitation, all books and records and plans and specifications.

9.2 Operation and Maintenance. Seller agrees that from the date of this Agreement to the Closing Date, Seller will, at its sole cost and expense: (i) maintain the Property in its current condition (ii) comply with and perform all material provisions and obligations to be complied with and/or performed by Seller under each Contract; (iii) not mortgage or otherwise encumber all or any part of the Property; and (iv) maintain in full force and effect its current all-risk casualty insurance policy for the Property.

9.3 Contracts. Seller shall not enter into any Contracts of any kind with respect to the Property or any portion thereof, except as mutually agreed.

9.4 Leases. Seller shall not enter into any leases or other occupancy agreements of any kind with respect to the Property or any portion thereof.

9.5 Correspondence. Promptly upon receipt, Seller shall provide Buyer with copies of any notices (including all written notices and summaries, including requests for rental concessions), and sales reports and correspondence received from tenants, neighboring property owners, any insurance company which carries insurance on the Property or Board of Fire Underwriters, from any Governmental Authorities or from any other person or entity with respect to the Property or any portion thereof.

9.6 Title and Encumbrances. Seller hereby agrees that, after the date of this Agreement, it shall not take any action affecting title to the Property or encumbering the Property (except for actions effectuating the release of liens or encumbrances in accordance with the terms of this Agreement) unless consented to by Buyer, which consent may be withheld in Buyer's sole and absolute discretion. In all events, Seller will cause to be removed, paid off, released and/or discharged at closing any mortgage, judgment, deed of trust, lien or other evidence of a monetary charge against the Property and any lien or other encumbrance affecting title to the Property and arising subsequent to the date of the Commitment referred to above.

9.7 Real Estate Tax Assessments. Prior to the Closing Date, Seller shall not institute any proceeding or application for a reduction in the real estate tax assessment of the Real Property for any tax year without the prior written consent of Buyer, which consent may be withheld in Buyer's sole and absolute discretion.

9.8 Payment of Taxes. Subject to proration in Paragraph 5, Seller shall pay all federal, state, county, local and foreign income, excise, real and personal property, sales and other taxes, if any, which first become due and payable prior to or on the Closing Date.

9.9 Claims. Seller hereby agrees to cooperate with Buyer in connection with the pursuit of any claims resulting from or based on an event that occurred prior to closing that are covered under the casualty or liability insurance policies for the Property that were in effect prior to closing to assist Buyer in filing a claim under such insurance policies, including, but not limited to executing any assignment of such policy or proceeds to Buyer. The obligations of Seller under this Section shall survive closing for a period of three (3) years.

[The City cannot execute the Purchase Agreement until the effective date of the Ordinance. The City shall introduce the Ordinance as soon as it is in a form which Staff is comfortable. This may be as soon as August 28.]

10. Buyer Covenants.

10.1 Residential Units. Any residential units created must meet the following minimum square footages requirements:

- a. 500 Sq Ft for an efficiency unit.
- b. 650 Sq Ft for a one-bedroom unit.
- c. 800 Sq Ft for a two-bedroom unit
- d. 1,000 Sq Ft for a three-bedroom unit.

10.2 For a project with Artist Live-Work Spaces, any live-work unit created must meet the following minimum square footage requirements:

- a. 1,000 sq.ft. for an efficiency unit.
- b. 1,300 sq.ft. for a one-bedroom unit.
- c. 1,600 sq.ft. for a two-bedroom unit.
- d. 2,000 sq.ft. for a three-bedroom unit.

10.3 For a mixed-use (commercial/residential) project, the following amenities must be included in each residential unit:

- a. Fully sprinklered.
- b. Central HVAC system
- c. Washer and dryer.
- d. Dishwasher.
- e. Fully wired for new technologies including phone/Datacom.
- f. Wood veneer or solid wood kitchen and bathroom cabinets.
- g. Approved solid surface counter tops in kitchen and bathrooms.

- h. Refinished or new hardwood floors or wall-to-wall carpeting in areas other than kitchen and bathrooms.
- i. Where possible, outdoor amenities should be provided for tenants (e.g., balconies, roof top decks, back porches, sunrooms, etc.).

10.4 For a project with Artist Live-Work Spaces, the following minimum amenities must be included in each live-work unit:

- a. All items listed in 10.2 above.
- b. Ability to vent odors to the outdoors in accordance with the Mechanical Code.
- c. Plumbed to allow for easy installation of slop sinks.
- d. Utility capacity to meet needs of different art forms, including electric, gas, water and wastewater.
- e. Sound transmission rating between units of a minimum STC 60 for partition walls.

10.2. The provisions of this Section shall survive closing.

11. Conditions Precedent to Buyer's Obligation to Purchase. The obligation of Buyer to acquire the Property and to perform the other covenants and obligations to be performed by it on the Closing Date shall be subject to the following conditions precedent (which conditions precedent shall inure solely to the benefit of Buyer and no other person or entity, including, without limitation, Seller, shall have any right to waive or defer any of such conditions in whole or in part):

(i) Seller shall have performed in all material respects its covenants and obligations required by this Agreement to be performed or complied with by it on or before the Closing Date.

(ii) All of Seller's representations and warranties in this Agreement shall be true and correct in all material respects as of the Closing Date with the same force and effect as though such representations and warranties had been made on and as of such date and Seller shall have executed and delivered to Buyer, upon written Request by Buyer, a certificate, dated as of the Closing Date, to the foregoing effect.

(iii) Delivery of possession of the Property to Buyer at Closing, which shall be in substantially the same condition it is in on the date of this Agreement, subject to casualty and/or condemnation and the provisions of this Agreement relating thereto. The property shall be in broom-clean condition at Closing.

(iv) Title to the Property on the Closing Date shall be in accordance with Section 6, above.

(v) Buyer shall have a period of One hundred twenty (120) days, known as the "Feasibility Period," commencing on the date on which the Ordinance for the Sale of the Property is introduced by the Mayor and City Council and terminating at 5:00 p.m. Eastern time on the expiration of the One hundred twenty (120)

days after the introduction (the "Expiration Date"), within which to conduct any and all examinations, verifications and studies, including without limitation, environmental, engineering, surveying 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, as the result of the studies and/or tests conducted by Buyer, Buyer does not desire to purchase the Property, then this Contract shall be deemed terminated, whereupon the Deposit shall be returned to the Buyer and the parties hereto shall have no further obligations one to the other hereunder. Seller shall permit Buyer and Buyer's contractors, 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. Seller shall provide to Buyer any and all information which Seller possesses also relating to the condition of the Property. 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. Buyer shall undertake any such all examinations, verifications and studies, at Buyer's own risk.

12. Condemnation and Casualty. If prior to the Closing Date Seller receives written notice of any pending or threatened condemnation proceedings or actions or if there occurs any damage, destruction or casualty with respect to all or any portion of the Property, Seller shall promptly notify Buyer thereof in writing. In the event there occurs: (i) any actual or pending condemnation of any portion of the Property; or (ii) any casualty, Buyer shall have the right to terminate this Agreement by giving notice to Seller within thirty (30) days after receipt of Seller's notice advising Buyer of the occurrence of any casualty or condemnation. If: (i) Buyer fails to notify Seller of Buyer's election to terminate this Agreement within such 30-day period; or (ii) Buyer elects to proceed to closing and not terminate this Agreement, then Buyer shall proceed to closing, without adjustment of the Purchase Price, subject to such condemnation or casualty, in which event at closing, Seller shall, as applicable: (A) assign to Buyer any condemnation award or rights thereto paid or payable or otherwise accruing to Seller on account of such condemnation; or (B) assign to Buyer all of Seller's right, title and interest in and to the proceeds of any casualty insurance payable to Seller on account of such casualty and pay to Buyer an amount equal to any deductible or coinsurance applicable to the casualty insurance under such insurance policies. If Buyer timely elects to terminate this Agreement as aforesaid, the Deposit shall be returned to the Buyer and neither Buyer nor Seller shall have any further rights or liability under this Agreement except for such rights and liabilities as expressly survive termination hereof.

13. Breach/Termination.

13.1 Breach by Seller. If Seller shall fail to perform its covenants or agreements hereunder and such failure shall continue for five (5) days after written notice from Buyer, or if any of Seller's representations and warranties set forth in this Agreement are not true and correct in all material respects on the date hereof or on the Closing Date, Buyer shall have the right, at its sole option, to: (i) terminate this Agreement with neither party having any further rights or obligations to the other under this Agreement except for (a) return of the Deposit to the Buyer and (b) such rights and obligations as expressly survive termination of this Agreement; or (ii) pursue any legal or equitable remedies to which Buyer may be entitled on account of the foregoing, including, without limitation, specific performance and recovery of actual third party costs and expenses incurred by Buyer with respect to this

Agreement, the Property and the Inspections up to a maximum of One Thousand Dollars (\$1,000.00).

13.2 Breach by Buyer. If Buyer shall fail to perform any of the covenants or agreements to be performed by it hereunder and such failure shall continue for five (5) days after written notice from Seller (except there shall be no notice requirement for a failure to terminate this Agreement prior to the expiration of the Feasibility Period), or if any of Buyer's representations and warranties set forth herein shall not be true and correct in all material respects as of the date made or deemed made, Seller's remedy, at its option, shall be to: (i) terminate this Agreement with neither party having any further rights or obligations to the other under this Agreement except such rights and obligations as expressly survive termination of this Agreement; and also retain the Buyer's deposit described in Paragraph 3.1; or (ii) pursue any legal or equitable remedies to which Seller may be entitled on account of the foregoing, including, without limitation, recovery of consequential damages and actual third party costs and expenses incurred by Seller with respect to this Agreement, up to a maximum of One Thousand Dollars (\$1,000.00).

13.3 Litigation Costs. In the event of any litigation between the parties with respect to this Agreement, including any action for specific performance that may be brought by Buyer as provided above, the prevailing party shall be entitled to recover reasonable attorney's fees and expenses.

14. Brokers. Each party hereto represents and warrants to the other that it has dealt with no brokers or finders in connection with this transaction. Each of the parties hereto hereby represents and warrants that neither has authorized any real estate broker, agent or finder to act on its/their behalf in connection with the transaction contemplated by this Agreement, nor does it have any knowledge of any other broker, agent or finder purporting to act on its behalf in respect to this Agreement and the sale of the Property to be made pursuant hereto, and that the other party hereto shall have no liability to any broker for compensation, commission or otherwise. Each party agrees that it shall indemnify, defend and save the other harmless from and against any cost, expense, claim, loss, liability or damages, including reasonable attorneys' fees, and court costs, resulting from a breach of the foregoing representation and warranty by such party. The provisions of this Section shall survive closing or termination of this Agreement.

15. Entire Agreement/Modification. This Agreement, including any exhibits attached hereto, and the Closing Documents contain the entire agreement between the parties relating to the conveyance of the Property, all prior negotiations between the parties are merged into this Agreement and there are no promises, agreements, conditions, undertakings, warranties or representations, oral or written, express or implied, between them other than as set forth in this Agreement, including the exhibits attached hereto, and the Closing Documents. No change or modification of this Agreement or any of the Closing Documents shall be valid unless the same is in writing and signed by each of the parties hereto or thereto. No waiver of any of the provisions of this Agreement or any of the Closing Documents executed or to be executed in connection herewith shall be valid unless in writing and signed by the party against whom it is sought to be enforced.

16. Miscellaneous.

16.1 Binding Effect. This Agreement shall be binding upon, and inure to the benefit of and be enforceable by, the respective personal representatives, successors and permitted assigns of the parties hereto.

16.2 Governing Law: Venue. The provisions of this Agreement shall be governed by the laws of the state of Maryland, without regard to the conflicts of laws provisions thereof. Any suit involving any dispute or matter arising under this Agreement may only be brought the Circuit Court for Washington County, Maryland. All parties hereto consent to such jurisdiction.

16.3 Notices. Any notice, demand, consent/election, offer, approval, request, or other communication (collectively a "notice") required or permitted under this Agreement must be in writing and delivered (i) personally, or (ii) sent by certified or registered mail, postage prepaid, return receipt requested, or (iii) by a nationally recognized overnight courier. A notice must be addressed to a party as indicated below. Any notice hereunder shall be deemed duly delivered (a) when delivered, with written receipt, if personally delivered or delivered by nationally recognized overnight courier, or (b) three (3) days after mailing, if mailed by certified mail, return receipt requested, postage prepaid. Any party may designate a change of address by written notice to the other in accordance with the provisions set forth above, which notice shall be given at least ten (10) days before such change of address is to become effective.

Seller's notice address:

Danelle Hayer
City of Hagerstown
Dept. of Community & Economic Development
14 N. Potomac Street Suite 200A
Hagerstown, MD 21740

With a copy to:

Jason Morton
Salvatore & Morton, LLC
82 West Washington St
Ste 100
Hagerstown, MD 21740

Buyer's notice address:

WLR Holding Company, Inc.
1313 Orchard Way
Frederick, MD 21703

With a copy to:

16.4 Incorporation. Each and all of the exhibits and schedules attached hereto are hereby incorporated into this Agreement by reference.

16.5 Further Assurances. Seller agrees that it will, at any time and from time to time after the Closing Date, upon reasonable request of Buyer, do, execute, acknowledge and deliver, or will cause to be done, executed, acknowledged and delivered, all such further acts, deeds, assignments, transfers, conveyances, powers of attorney and assurances as may be reasonably required for the better assigning, transferring, granting, assuring and confirming to Buyer, or to its successors and assigns of, or for aiding and assisting in collecting and reducing to possession, any or all of the assets or property being transferred to Buyer pursuant to this Agreement; provided, however, that any instruments to be executed by Seller shall be in form and substance reasonably acceptable to Seller and in no event shall Seller be required to incur any liability or obligation in addition to that which it is obligated to incur under this Agreement. The provisions of this Section shall survive the closing of the transactions contemplated by this Agreement.

16.6 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument; provided, however, in no event shall this Agreement be effective unless and until signed by all parties hereto. Fax or email copies of this Agreement shall be sufficient for all purposes.

17. Risk of Loss. Risk of loss or damage from fire or other casualty until recordation of the deed conveying the Property to Buyer is assumed by Seller.

18. Rules of Construction. Section captions used in this Agreement are for convenience only and shall not affect the construction of the Agreement. All references to "Sections", without reference to a document other than this Agreement are intended to designate articles and sections of this Agreement, and the words "herein," "hereof," "hereunder" and other words of similar import refer to this Agreement as a whole and not to any particular Section, unless specifically designated otherwise. The use of the term "including" shall mean in all cases "including but not limited to," unless specifically designated otherwise. No rules of construction against the drafter of this Agreement shall apply in any interpretation or enforcement of this Agreement, any documents or certificates executed pursuant hereto, or any provisions of any of the foregoing.

19. Computation of Time. In computing any period of time pursuant to this Agreement, the day of the act or event from which the designated period of time begins to run will not be included. The last day of the period so computed will be included, unless it is a Saturday, Sunday or legal holiday in Maryland, in which event the period runs until the end of the next day which is not a Saturday, Sunday or such legal holiday.

20. Time of the Essence. **Time shall be of the essence under this Agreement.**

21. No Third Party Beneficiaries. None of the rights or obligations provided hereunder shall inure to the benefit of any third party.

22. Waiver of Trial by Jury. THE PARTIES HERETO HEREBY AGREE TO WAIVE ANY RIGHTS THEY MIGHT OTHERWISE HAVE TO A TRIAL BY JURY UNDER ANY PROVISION OF ANY APPLICABLE LAW.

23. Assignment. Buyer may not assign the Agreement, or any part hereof, without the express written consent of Seller, in its sole and absolute discretion. The foregoing notwithstanding, the Buyer may assign this Agreement to a new or affiliated entity, the principals of which are identified and are identical to the principals of the Buyer.

23. Approvals. Any approvals required under the provisions of this Agreement by City shall be as duly authorized by the Mayor and Council as its duly constituted legislative body.

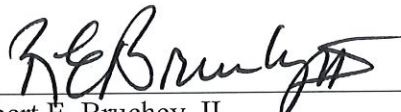
IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the day and year first above written.

ATTEST:

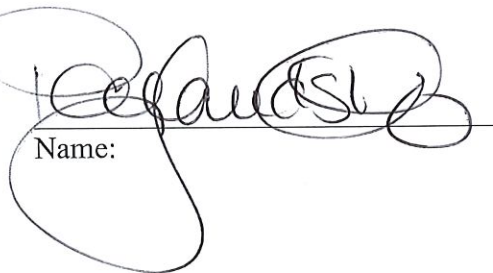

Name:

SELLER:

CITY OF HAGERSTOWN
A Maryland municipal corporation

By: 
Robert E. Bruchey, II
Mayor

ATTEST:


Name:

BUYER
WLR HOLDING COMPANY, INC.

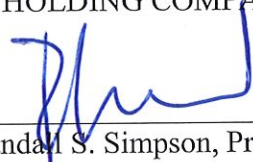
By: 
Randall S. Simpson, President

Exhibit 1

0-18-17

LEASE AGREEMENT

THIS LEASE AGREEMENT entered into on this 12th day of February, 2016, between The City of Hagerstown, Maryland, a municipal corporation existing under and by virtue of the laws of the State of Maryland, hereinafter called "Landlord," and Paul A. Spickler, resident of Washington County, Maryland, hereinafter called "Tenant."

SECTION I DEMISE OF PREMISES

Landlord, for and in consideration of the payment of the rent and performance of the covenants and agreements hereinafter mentioned, hereby leases to Tenant and tenant hereby leases from Landlord all of the following space located at 17 East Franklin Street, Hagerstown, Maryland, specifically designated, described and known as the first floor store, consisting of approximately One Thousand Fifty (1,050) net square feet more or less (hereinafter called the "Premises"). Tenant shall also have access to and use of the entrance through 15 East Franklin Street in order to provide handicap access to the Premises. Landlord shall ensure that this right of access is preserved for Tenant.

SECTION 2 TERM

The Premises described herein are leased by Landlord to Tenant for a term of four (4) years (48 months) beginning on the 1st day of February, 2016 and terminating on the 31st day of January, 2020 at and for rental as set forth in Section 3 – Rent (A).

The foregoing notwithstanding, Tenant shall have the right to terminate said Lease at the end of the first and second calendar years of the term, provided written notice is received by Landlord of Tenant's intention to so terminate at least 90 days prior to the end of the current calendar year.

SECTION 3 RENT

A. DURING THE FORTY EIGHT (48) MONTH PERIOD OF THIS LEASE, RENTAL SHALL BE PAID BY TENANT AS FOLLOWS:

1. For the period of February 1, 2016 to January 31, 2017, rental shall be Nine Thousand One Hundred Eighty Seven and 50/100 Dollars (\$9,187.50). Tenant shall pay in equal monthly installments of Seven Hundred Sixty Five and 63/100 Dollars (\$765.63) per month in advance on the first day of each month.
2. For the period of February 1, 2017 to January 31, 2018, rental shall be Nine Thousand One Hundred Eighty Seven and 50/100 Dollars (\$9,187.50). Tenant shall pay in equal monthly installments of Seven Hundred Sixty Five and 63/100 Dollars (\$765.63) per month in advance on the first day of each month.
3. For the period of February 1, 2018 to January 31, 2019, rental shall be paid in the amount of Nine Thousand Seven Hundred Twelve and 50/100 Dollars (\$9,712.50) in equal monthly installments of Eight Hundred Nine and 38/100 Dollars (\$809.38) per month in advance on the first day of each month.

4. For the period of February 1, 2019 to January 31, 2020, rental shall be paid in the amount of Nine Thousand Seven Hundred Twelve and 50/100 Dollars (\$9,712.50) in equal monthly installments of Eight Hundred Nine and 38/100 Dollars (\$809.38) per month in advance on the first day of each month.

SECTION 4 USE FEES; UTILITIES

Tenant shall be responsible for paying for electricity, gas, heating, water, sewer and trash collection, and all utilities except as provided herein. Tenant shall place the account for said utilities in its name and same shall be payable directly by Tenant to the applicable utility provider.

TENANT SHALL NOT BE RESPONSIBLE FOR OR PAY REAL ESTATE PROPERTY TAXES. Tenant shall be responsible for any other applicable taxes or fees.

SECTION 5 COMPLIANCE TO MAINTAIN INSURANCE

Tenant covenants that it will not do nor permit to be done, nor keep nor permit to be kept upon the Premises, anything which will contravene the policy or policies of insurance against loss by fire or other causes, or which will increase the rate of fire or other insurance on the building beyond the initial rate. Should any act of Tenant so increase the rate, then, in addition to the rent hereinabove provided for, Tenant shall be liable for such additional premium, which shall be payable when billed as additional rent, collectible in the same manner as the Annual Rent. Tenant covenants that under no circumstances will it keep or permit to be kept, do or permit to be done, in or about the Premises, anything of character so hazardous as to render it difficult, impracticable, or impossible to secure such insurance in companies acceptable to Landlord. Tenant further covenants, immediately upon notice, to remove from the Premises and/or to desist from any practice deemed by the insurance companies or the Association of Fire Underwriters as so affecting the insurance risk.

SECTION 6 MAINTENANCE

Tenant agrees to keep the Premises and appurtenances thereto in good repair and will make all ordinary and replacement repairs at its expense, including but not limited to lighting and plumbing fixtures. Tenant agrees to be responsible for all interior and exterior window cleaning.

Tenant shall be responsible and pay for all janitorial and cleaning services as may be necessitated or required in the leased area. Tenant shall be responsible for snow removal and cleaning on front sidewalk as needed.

Landlord agrees to keep and maintain in good order and repair the exterior, the roof and all structural parts of the Premises and the building, as well as the electrical, heating, cooling and plumbing systems, ordinary maintenance excepted.

SECTION 7 ALTERATIONS

Tenant further covenants that it will not make any alterations, additions, or changes of any kind to the Premises, without first securing the written consent of Landlord, after submission of the plans therefor to Landlord for review and prior approval. Any alterations, additions, or changes as Landlord shall

permit in writing shall be made at Tenant's expense. This shall not be construed to deny the Tenant the right to do usual customary decorating of the premises. Tenant agrees that all improvements to the Premises, including but not limited to installation of a kitchen exhaust hood, exhaust system, and related fire suppression system, shall become the property of the Landlord at the time of installation.

SECTION 8
COMMENCEMENT OF TERM/OCCUPANCY

This Lease agreement shall become effective upon the execution by the duly authorized signatories of the Landlord and Tenant as same may be applicable.

SECTION 9
USE

The premises demised shall be used by the Tenant solely for the purpose of a retail grocery business and any related business activities. No other use may be made of the premises unless same is approved in writing by the Landlord. Said approvals shall be subject to the approval of the Mayor and Council as its duly constituted legislative body.

SECTION 10
SIGNS

Tenant shall be permitted to install the name of Tenant and its affiliated operation on any interior walls and partitions upon the approval of Landlord. The Tenant may not erect or place any signs on the exterior or visible to the exterior of the building unless same have been approved in writing by the Landlord. Said approval shall not be unreasonably or arbitrarily withheld.

Approval required under this provision shall be subject to the approval of the Mayor and Council at a duly constituted meeting and shall be in writing.

SECTION 11
ASSIGNMENT AND SUBLEASE

Tenant shall not assign this Lease nor sublet all or any portion of the Premises to any person or entity without written approval from Landlord.

SECTION 12
INDEMNITY AND LIABILITY INSURANCE

Tenant shall save and keep harmless and indemnify Landlord, its agents, servants, employees, officers or representatives from any and all claims of whatsoever nature or kind arising directly or indirectly from the use of the premises and Tenant agrees to save and hold harmless and indemnify Landlord from any suits, demands, claims or fines of whatsoever nature or kind including personal injuries arising directly or indirectly under any circumstances by the exercise of the Tenant in the use of the premises.

Tenant agrees to maintain public liability and property damage insurance with an insurance company acceptable to Landlord to protect Landlord as an additional insured in the amount of \$1,000,000.00. The insurer must be approved or acceptable to the Landlord. Such policy shall cover the demised premises only. Said policies shall provide for at least 30 days notice to the Landlord before

cancellation and an endorsement shall be delivered to Landlord. Certificates of insurance shall be furnished to Landlord and shall be kept current.

SECTION 13
QUIET ENJOYMENT; SUBORDINATION TO MORTGAGES

Provided Tenant is not in default hereunder, Landlord agrees to permit Tenant quiet enjoyment of the Premises and agrees that this Lease is and shall be subordinate to any existing or future liens or encumbrances of the Premises either by Landlord or its successors or assigns.

SECTION 14
INSPECTION OF PREMISES

Tenant agrees that Landlord shall have the right to inspect the Premises at all reasonable times during business hours, and to place upon the Premises or Building, where Landlord shall choose, "For Sale" signs at any time during the term of this agreement. In the event that Tenant does not elect to renew this Lease at any time, and then in said event the Landlord shall have the right to place "For Rent" notices or signs upon the property if it so elects.

SECTION 15
FIRE DAMAGE

In the event the Premises is damaged by fire, storm, the elements, acts of God, unavoidable accident and/or the public enemy, to such an extent as to render it partially untenable, Landlord shall restore such portion of the premises so injured or damaged as speedily as possible. The annual rent shall abate proportionately on such part of the premises as may have been rendered untenable until such time as such part shall be fit for occupancy, and after which time, the full amount of annual rent reserved in this Lease shall be payable as hereinabove set forth. If the premises is injured or damaged by any of the aforesaid causes to such an extent as to render the same wholly untenable, then this Lease shall thereupon become null and void, and all liability of tenant shall terminate upon payment of all annual rent and additional rent due and payable to the date of such happening.

In the event of untenability, Landlord shall not be responsible for relocation costs and/or loss of business or income to Tenant. The term untenable shall be defined as meaning the premises are unable to be used for a restaurant or catering business.

SECTION 16
DEFAULT OF TENANT; REMEDIES OF LANDLORD

It is further agreed and understood that if any default is made in the payment of the rental or any provisions as herein agreed by the Tenant, then the relationship of Landlord and Tenant at the option of the Landlord shall wholly cease and terminate, and the Landlord, its agents or attorneys, shall have the absolute right to re-enter said premises and assume and take possession of the same and the said Tenant waives service of any Notice of Intention to Re-enter, Notice to Terminate Tenancy, or Notice to quit or Demand for Possession.

In the event that there is a default or a violation of any other provisions of this Lease other than non-payment of rent, then and in said event, the Landlord shall give the Tenant thirty (30) days notice in which to correct said violation. If same is not corrected within thirty (30) days, the relationship of Landlord and Tenant, within the absolute discretion and option of the Landlord shall cease and terminate without further notice.

SECTION 17
TENANT HOLDING OVER

This agreement shall terminate automatically upon the expiration of the term. HOWEVER, if Tenant does not immediately surrender possession of the Premises upon the termination, and there is a holding over by Tenant, then and in said event, the tenancy of this lease shall be considered on a month to month basis.

SECTION 18
CONTINGENCY

It is recognized by and between the parties that it is necessary for the Landlord to pass a Resolution approving the execution of this Lease and the provisions hereof. In the event that said Resolution should not become effective by virtue of a referendum or some other methodology or by operation of law, then in said event, this agreement is null and void and of no effect.

It is agreed that the necessary Resolution required by the Landlord shall be introduced simultaneously with the execution of this agreement or as expeditiously thereafter as possible.

SECTION 19
SMOKING

No smoking will be permitted on the premises by the public unless approved by the Landlord in writing.

SECTION 20
APPROVALS

Any approvals required under the provisions of this agreement by Landlord shall be as duly authorized by the Mayor and Council of the City of Hagerstown as its duly constituted legislative body at a public meeting.

SECTION 21
NOTICES

Any notice required or permitted by this Lease to be given by either party may be personally delivered or sent by certified mail, properly addressed and prepaid, to the addresses of the parties herein given unless another address shall have been substituted for such address by notice in writing. The first business day following the date of depositing or date of personal delivery, being taken as the date of the giving of such notice.

City of Hagerstown:	City Administrator City of Hagerstown City Hall Hagerstown, Maryland 21740
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Tenant:	Paul A. Spickler t/a Spickler's Market 17 E. Franklin Street
---------	--

Hagerstown, MD 21740

SECTION 22
ADDITIONAL DOCUMENTS

The parties agree to execute, acknowledge and deliver any and all further documents and instruments that may be required or necessary to carry out and effectuate the purposes of this Agreement or any provisions contained herein.

SECTION 23
PARTIAL INVALIDITY

If any term, covenant or condition of this Agreement shall be deemed invalid or unenforceable, then the remainder of this Agreement shall not be affected and same shall remain in full force and effect.

SECTION 24
GOVERNING LAW

This Agreement shall be construed, interpreted and enforced according to the Laws of the State of Maryland, without regard to principles of conflict of law.

SECTION 25
PERMITS

In the event that it becomes necessary for any special permits, licenses or anything that may be requisite for the Tenant to occupy and use the Premises for the purposes set forth herein or as hereinafter may be agreed upon, then in said event, Tenant shall be responsible for the application and payment of any such permit or license fee if required.

SECTION 26
MISCELLANEOUS

The headings in the Agreement are solely for convenience and reference only and are not intended to define or limit the scope of any provisions of this Agreement, nor affect the interpretation thereof.

All references made, and nouns and pronouns used herein shall be construed in the singular or plural, and in such gender as the sense and circumstances require.

This Agreement shall inure to the benefit of and be binding upon the parties hereto, their grantees, successors and assigns, if applicable.

This Agreement is subject to and contingent on the passage of any Resolutions required as indicated, and upon adoption of this Agreement by formal action of the Mayor and Council.

This Agreement contains the final and entire Agreement between the parties and they shall not be bound by any terms, conditions, statements, or representations, oral or written, not herein contained. Any subsequent amendment to the contract shall be valid only if executed in writing by the parties or their grantees, successors or assigns, if applicable.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the date and year first above written.

WITNESS AND ATTEST
AS TO CORPORATE SEAL

CITY OF HAGERSTOWN

Donna K. Spickler
Donna Spickler, City Clerk

BY: David S. Gysberts
David S. Gysberts, Mayor

WITNESS:

Brenda Hawbaker

TENANT:

Paul A. Spickler
Paul A. Spickler

Exhibit 2

0-18-17

THIS COMMERCIAL LEASE AGREEMENT (hereinafter called "Agreement"), made as of this 15 day of February, 1977, by and between the City of Hagerstown, Maryland, a municipal corporation existing under and by virtue of the laws of the State of Maryland (hereinafter sometimes referred to as "Lessor"), and Washington County Community Housing Resource Board, Inc. (hereinafter sometimes referred to as "Lessee") having its principal place of business at 21-23 East Franklin Street.

WITNESSETH: That for and in consideration of the mutual covenants and agreements hereinafter set forth and of the rental reserved to be paid by the Lessee to the Lessor, the Lessor has rented, demised and leased unto the Lessee, and the Lessee does hereby accept, take, lease and rent from the Lessor the "Premises" as hereinafter described.

PREMISES

The first floor store at 21-23 East Franklin Street consisting of approximately 1725 square feet more or less, hereinafter sometimes referred to as the "Premises." The Premises is leased subject to all conditions, restrictions, limitations, rights of way and easements of record which are applicable thereto.

USE OF PREMISES

Lessee shall have the right to use the premises for the Hagerstown Home Store and offices of Community Housing Resources and such other uses as are normal incident thereto and for such other uses as are permitted under applicable zoning ordinances. Lessee shall conduct its business on the premises in accordance with all statutes, ordinances, rules, orders, regulations and requirements of State, Federal, County, and Municipal governments and any and all of their departments, bureaus, agencies and instrumentalities.

SIGNS

Lessee shall be permitted to install signs on interior walls and partitions upon the approval of the Lessor. Lessee may not erect or place any signs on the exterior of the building, or visible from the exterior of the building, unless same have been approved in writing by the Lessor. Said approval shall not be unreasonably or arbitrarily withheld.

SMOKING

No smoking will be permitted on the Premises.

TERM

The term of this Agreement shall be for one year beginning on the date hereof; and, providing the Lessee shall not be in default in any of its covenants and obligations hereunder, then Lessee shall have the option to renew or extend the term of this Agreement for five additional terms of one year each, upon the same terms and conditions as herein set forth subject to negotiated change in the amount of rental. The option to renew this Agreement may be exercised only by the Lessee giving to the Lessor written notice at least sixty (60) days prior to the expiration of the current term of this Agreement. Subject to the aforesaid option to renew, this Agreement shall automatically terminate upon the expiration of the initial term herein set forth.

HOLDING OVER

If the Lessee shall hold over in occupancy after the expiration of any term of this Agreement without having exercised the option to renew or extend, the tenancy shall thereupon be and become a tenancy from month to month and terminable on written notice from either party to the other given at least thirty (30) days prior to the termination of the then current monthly rental.

RENT

Lessee agrees to pay Lessor an annual rental of One Dollar (\$1.00) payable in advance on the first day of each yearly term. All rental payments shall be paid promptly by the Lessee to the Lessor at City Hall, 1 East Franklin Street, Hagerstown, Maryland.

0-18-17

DISTRAINT FOR RENT DUE

Lessor shall have at all times the right to distrain for rent due and shall have a valid first lien upon all personal property of Lessee situated on the Premises as security for the payment of the rent herein reserved.

TAXES

Lessee shall not be responsible for or pay for real estate property taxes. Lessee shall be responsible for any other applicable taxes or fees.

UTILITY CHARGES

Lessee shall contract for electricity and gas in its own name and shall pay promptly when due all charges for electricity and gas rendered or supplied to or used in connection with the Premises. Lessee shall be responsible for and pay for all janitorial and cleaning services, including front sidewalk snow removal, as may be necessitated or required for the leased area. Lessee shall be responsible for and pay for trash collection.

Lessor shall furnish water and sewer to the Premises. All other utilities not specifically listed as the responsibility of the Lessor shall be the responsibility of the Lessee.

REPAIRS AND MAINTENANCE

Lessee agrees to keep and maintain in good order and repair the interior parts of the building except as stated in the following paragraph. Lessee shall maintain the Premises in a neat and clean condition and, upon expiration of the term of this Agreement, surrender the entire Premises in as good state and condition as they were in at the commencement of the term, ordinary wear and tear excepted. If Lessee refuses or neglects to repair or replace property as required hereunder to the reasonable satisfaction of the Lessor within a reasonable time following written demand to Lessee by Lessor, Lessor may make such repairs or replacements and, upon completion, Lessee shall pay Lessor's costs for making such repairs or replacements upon presentation of bills, therefore payable and collectible as additional rent.

Lessor agrees to keep and maintain in good order and repair, the exterior, the roof and all structural parts of the building on the Premises, the electrical, heating and air conditioning equipment, the lighting fixtures, and the plumbing fixtures. The Lessor's maintenance will include replacement of light bulbs in light fixtures except for incandescent bulbs which will be the responsibility of the Lessee.

LESSOR TO INSURE LEASED PREMISES

Lessor shall keep the building of which the demised premises are a part insured against loss or damage by fire to the extent of the full insurable value of the building, including all improvements, alterations, additions, and changes. All insurance proceeds collected shall be used toward the full compliance with the obligations of lessor assumed under this lease agreement relating to the duty of Lessor to maintain the demised premises in good repair.

Lessee shall obtain and maintain any other insurance that Lessee desires on the demised premises or on the personal property on the demised premises at the expense of Lessee, and any additional insurance desired by Lessee may be written by any carrier selected by Lessee.

DAMAGE BY FIRE OR CASUALTY

In the event the Premises shall be damaged or destroyed by fire or by the elements of other unavoidable cause to such an extent as to be in the sole opinion of Lessor wholly untenable, Lessor shall have the option of repairing or reconstructing the Premises or of terminating this Agreement. Lessor shall give prompt notice to Lessee of its election in this regard and, if the Lessor elects to repair or reconstruct, the rental shall be abated proportionately until such repair or reconstruction is completed. It is expressly understood and agreed that if the Lessor elects to repair or reconstruct the Premises, its financial

obligation to do so shall not exceed the amount of the fire and casualty insurance proceeds paid as a result of the damage or destruction.

PUBLIC LIABILITY INSURANCE

Lessee agrees to indemnify, exonerate and save the Lessor harmless from any and all suits or claims for loss, expenses, damages or injury arising out of the Lessee's neglect or use of the Premises. Lessee agrees to carry, at its own expense, public liability insurance with limits of at least One Million Dollars (\$1,000,000) for bodily injury and property damage per occurrence, \$1,000,000 aggregate. Lessee agrees to provide Lessor with a current copy of said policy and any renewals thereof, and Lessor is to be one of the named Insureds on any such policy.

ASSIGNMENT OR SUBLET

Lessee shall not assign this Agreement or sublet the Premises without first securing the written consent of the Lessor. Notwithstanding, any assignments or subletting made in conformity with the foregoing provision, the Lessee shall not be discharged from any obligation or liability under this Agreement.

CONDEMNATION

Should the Premises, or any part thereof, be condemned, appropriated and/or required for public use, then this Agreement, at the option of the Lessor, shall then terminate upon the date when the Premises, or any part thereof, shall be taken. Current rent shall be apportioned as of the date of such termination. No part of any damages or award shall belong to Lessee.

INSPECTION OF PREMISES

Lessor or its agents may, during regular business hours, enter upon the Premises for the purpose of inspecting the condition thereof and in compliance with the provisions of this Agreement.

DEFAULT

If the premises are abandoned or become vacant during the term, the Lessor or its agents may re-enter the same by force or otherwise without being liable to any prosecution therefore and, in addition to any other remedies, re-rent the premises in whole or in part as the agent of the Lessee who in all events shall remain liable for any unpaid rentals for the full term of this Lease. Lessor may receive the rent from any such re-rental applying the same first to the payment of such expenses as the Lessor may incur in re-entering and re-letting, and then to the payment of the rent due hereunder.

If any default is made in the payment of the rent due hereunder, or if any default or violation be made in the performance of any of the covenants and agreements herein contained on the part of the Lessee to be performed, and if such default shall not be cured by the Lessee within fifteen (15) days after receipt by the Lessee of written notice from the Lessor of such default, then the relation of Lessor and Lessee, at the option of the Lessor, shall wholly cease and determine and, in addition to any other remedies, the Lessor may re-enter the premises by force, if necessary, and remove all persons therefrom and distrain for rent, if any be due, and assume and take possession of the premises and Lessee's property therein; and the Lessee, in any such event, expressly waives the service of any Notice to Quit or Demand for Possession, but the Lessee shall, nevertheless, remain liable for any unpaid rental for the full term of this Agreement.

If any legal process whatsoever shall be issued for the purpose of attaching or taking in execution of any of Lessee's chattels located on the premises or Lessee's interest in the premises created by this Agreement, or if Lessee shall petition or have a petition filed against it to be adjudicated a bankrupt or insolvent, and such petition is not removed within ten (10) days, or if a receiver or trustee shall be appointed for Lessee's business or property, or if Lessee shall make a general assignment for the benefit of creditors, or if a corporate reorganization of Lessee or any arrangement with Lessee's creditors shall be approved by a court under any provision of the Federal Bankruptcy Law, or if, in any other manner, the Lessee's interest under this Agreement would otherwise pass to another by operation of law, or if

Lessee, without Lessor's prior written consent, shall assign or transfer to another in bulk, and not in the ordinary course of business, a major part materials, supplies, merchandise and other inventory, or substantially all of the fixtures and equipment located on the premises, then in any such event, Lessee shall be deemed to have committed a material breach of this Agreement and the Lessor may, at its option, forthwith by written notice, terminate this Agreement, re-enter the premises, and re-rent the premises as the agent for the Lessee. Notwithstanding any such action(s) by Lessor, Lessee shall in all events remain liable for any unpaid rental for the full term of this Lease.

Lessee hereby expressly waives the benefits of all laws exempting property of any amount or value from levy and sale on execution of distress for rent, or upon any execution under any judgment that may be recovered for rent due under this Agreement.

Lessor shall in all events be entitled to the benefit of all provisions of applicable laws respecting the speedy recover of lands and tenements held over by Tenants or proceedings in forcible entry and detainer.

TERMINATION

In the event of termination of this Agreement, Lessee shall: (i) remove all of its own property from the premises, unless purchased by Lessor in accordance with the sale of equipment provision found below; (ii) restore the premises to a condition satisfactory to Lessor; (iii) vacate the premises, provided, however, that no property of the Lessee shall be removed from the premises until all money due Lessor under this Agreement shall have been paid.

If Lessee shall fail to remove its property on the premises or fail to pay all money due Lessor under this Agreement, or if the Agreement shall be terminated by the Lessor on account of the breach of any of the covenants, terms, conditions hereof, all right, title and interest of Lessee in and to said property on or about the premises shall, if Lessor so elects, be forfeited and title thereto shall vest absolutely in Lessor, without the necessity of any legal process by Lessor; or if Lessor shall notify Lessee to remove said property and the same is not so removed, Lessor may remove the same at the cost and expense of Lessee.

QUIET ENJOYMENT

Lessor agrees that on paying the rent as herein reserved and performing the covenants and terms on its part herein contained, Lessee shall at all times during the term hereof peacefully and quietly hold and enjoy the said premises without eviction or disturbance by Lessor.

NOTICES

Any notice required or permitted by this Lease to be given by either party may be personally delivered or sent by certified mail, properly addressed and prepaid, to the addresses of the parties herein given, unless another address shall have been substituted for such address by notice in writing. The first business day following the date of depositing or date of personal delivery, being taken as the date of the giving of such notice.

City of Hagerstown:

City Administrator
City of Hagerstown
City Hall
Hagerstown, MD 21740

Washington County Community
Housing Resource Board, Inc.:

Patricia E. McMillan
Hagerstown Home Store
21 East Franklin Street
Hagerstown, MD 21740

MISCELLANEOUS

1. Failure or neglect of Lessor to act upon a breach of one or more of the covenants, terms and conditions of this Agreement shall not constitute or be construed as a waiver of such breach or any subsequent breach or of any right created thereby.
2. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the Lessor and upon the Lessee, its successors, assigns and sub-lessee(s).
3. This instrument contains the entire agreement between the parties hereto in respect to the transaction contemplated herein, and no oral agreement or written correspondence shall be held to affect the provisions hereof. All subsequent changes and modifications, to be valid, must be by written instrument signed by Lessor and Lessee and attached as an Addendum to this Agreement.
4. The captions and headlines throughout this Agreement are for the convenience and reference only, and the words contained therein shall in no way be deemed to add to the interpretation, construction or meaning of any of the provisions of or the scope of intent of this Agreement or in any way affect this Agreement.
5. The terms and conditions of this Agreement shall be interpreted under the laws of the State of Maryland.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed and sealed as of the day and year first above written.

ATTEST/WITNESS:

LESSOR

CITY OF HAGERSTOWN

Georgi Ann N. Breichner BY: Robert E. Bruchey II (SEAL)
Georgi Ann N. Breichner Robert E. Bruchey II
City Clerk Mayor

WITNESS:

LESSEE

Patricia E. McNeill BY: Joseph F. Kuhna (SEAL)
Patricia E. McNeill Joseph F. Kuhna
Resident
Community Housing Resource Board, Inc.

**REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND**

Topic:

Approval of Application for FY 2020 Program Open Space Projects

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

FY_2020_Program_Open_Space_Projects.pdf

Description

FY 2020 Program Open
Space

REQUIRED MOTION

MAYOR & CITY COUNCIL HAGERSTOWN, MARYLAND

DATE: December 18, 2018

TOPIC: Approval of Application for FY 2020 Program Open Space Projects

Charter Amendment	_____
Code Amendment	_____
Ordinance	_____
Resolution	_____
Other	<u> X </u>

MOTION: I hereby move for Mayor and Council approval of an application to Washington County requesting FY 2020 Program Open Space development funding of improvements to the City's recreational facilities (POS share listed) as follows:

1. City Park – Lighting Improvements and Beautification - \$63,000
2. Potterfield Pool – Replace Pool Whitecoat Phase II - \$81,000
3. City Park – Hedge replacement with fence - \$117,000

I further move to request \$50,000 in land acquisition funds for purchase of real property as part of the Cultural Trail.

DATE OF PASSAGE: 12/18/2018

CITY OF HAGERSTOWN
5-YR POS PROPOSED PLAN FY20-25 (Listed By Priority)
Last Revised 12/12/18

FY	CIP #	Project	Location/Description	Total Project Cost	POS Fund Request	City Match
2020	-----	City Park Lighting Improvements and Beautification	Up lighting in trees, electric system expansion	\$70,000	\$63,000	\$7,000
2020	C0822	Replace Pool Whitecoat Phase II	Potterfield Pool: replace whitecoat in area of lap lanes (shallow end was completed in 2015)	\$90,000	\$81,000	\$9,000
2020	----	City Park Improvements	Replace hedges along Virginia Avenue with ornamental fence with mow strip. Improves park visibility and reduces maintenance	\$130,000	\$117,000	\$13,000
2021	C0140	Hagerstown Cultural Trail	Funds for developing triangle park near Park Circle	\$200,000	\$180,000	\$20,000
2021	C0822	Replace Pool Whitecoat Phase III	Potterfield Pool: replace whitecoat in deep end of pool (shallow end was completed in 2015)	\$60,000	\$54,000	\$6,000
2021	----	New City Park Restrooms	Construct new restrooms near City Park Train Hub (202 train display)	\$150,000	\$135,000	\$15,000
2022	C0825	The Greens at Hamilton Run Improvements	Course improvements such as cart paths, tee box and green improvements	\$100,000	\$90,000	\$10,000

CITY OF HAGERSTOWN
5-YR POS PROPOSED PLAN FY20-25 (Listed By Priority)
Last Revised 12/12/18

FY	CIP #	Project	Location/Description	Total Project Cost	POS Fund Request	City Match
2022	C0439	Amenities for Train Museum	City Park Train Museum: for a new pavilion, purchase train themed amenities such as benches, tables, trash receptacles, etc	\$20,000	\$18,000	\$2,000
2022	-----	BMX Lights	Fairgrounds Park: Lights around perimeter of track for night races	\$40,000	\$36,000	\$4,000
2023	C0522	Parking Improvements.	City Park: Upper lot near tennis court	\$250,000	\$225,000	\$25,000
2023	----	New City Park Restrooms	Construct new restrooms near Digby parking Lot	\$150,000	\$135,000	\$15,000
2024	C0626	Parking Improvements.	Fairgrounds Park: Rear lot below BMX	\$250,000	\$225,000	\$25,000
2024	C0626	Soccer Field Lights	Fairgrounds Park: add lights to soccer field for evening use	\$170,000	\$63,000	\$107,000 by others
2025	C0548	Gatekeeper's House Renovation	Fairgrounds Park	\$500,000	\$450,000	\$50,000

**REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND**

Topic:

Approval of Joint Use Agreement with Washington County and Maryland Department of Natural Resources

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

POS_Joint_Use_Agreement.pdf

Description

Program Open Space Joint
Use Agreement - Urban
Improvement Project



CITY OF HAGERSTOWN, MARYLAND

Department of Parks and Engineering

December 11, 2018

TO: Valerie Means, City Administrator
FROM: Rodney Tissue, City Engineer 
RE: **Program Open Space Joint Use Agreement
Urban Improvement Project**

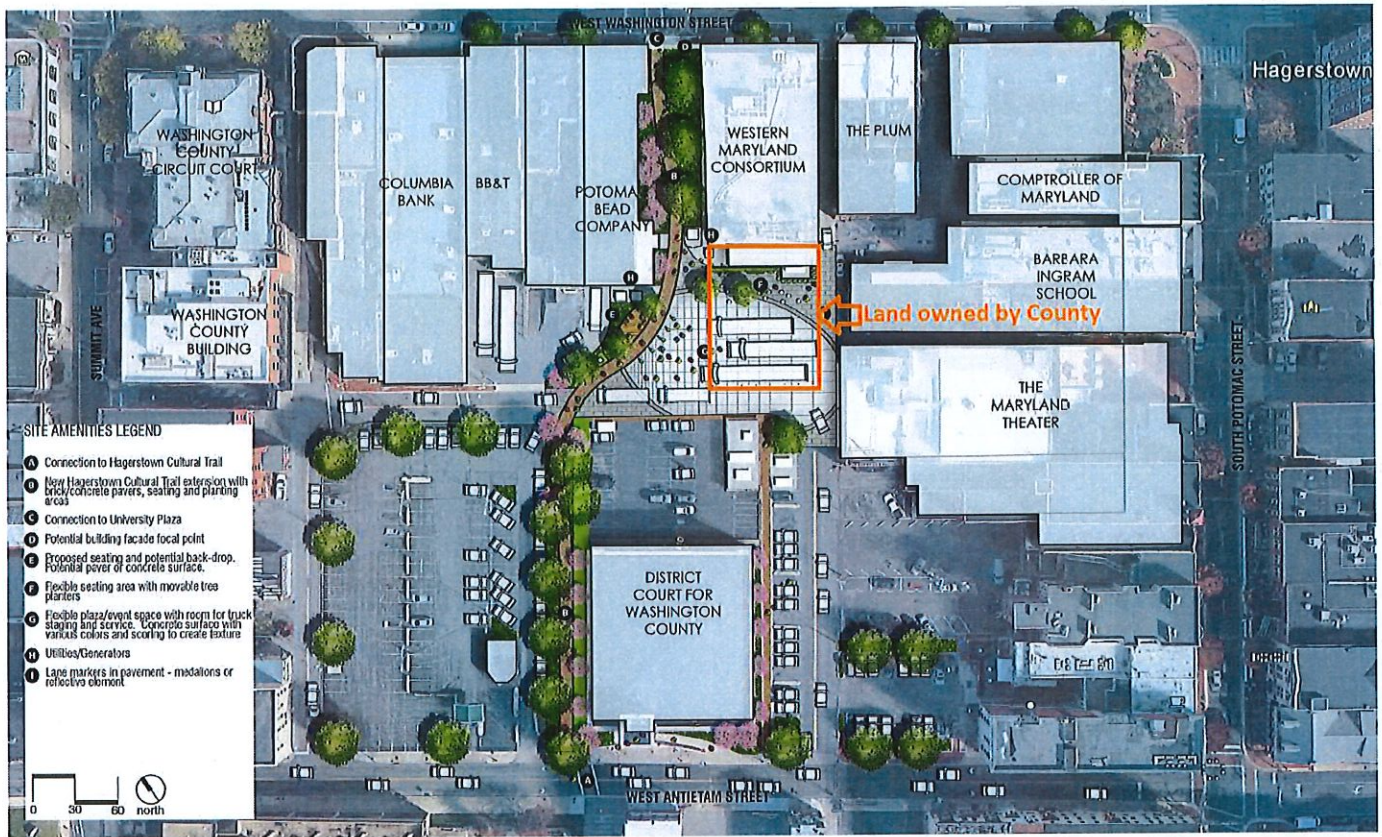
Attached you will find a Joint Use Agreement between the City, Washington County and the Maryland Department of Natural resources. This agreement allows for the City to obtain \$300,000 in Program Open Space funds for the Urban Improvement Project plaza. The technicality is the City does not own most of the land, the majority of the land is owned by the County, so this agreement allows for the POS funds to be approved for the City.

We anticipate that this agreement is temporary and that in 2019 the County will transfer to the City legal title to the land which is the subject of this Agreement. If and when this land transfer occurs, this Joint Use Agreement shall terminate.

Staff will be available on Tuesday to answer and questions.

Attachments: County approval of funding
UIP Plaza concept

Cc: Andrew Eshleman
Cathy Beach
Mark Haddock





Washington County

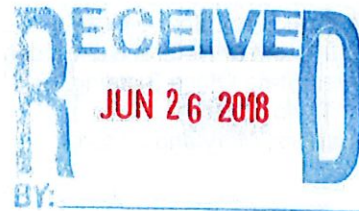
M A R Y L A N D

DIVISION OF PUBLIC WORKS

HAGERSTOWN REGIONAL AIRPORT | HIGHWAYS | PARKS & FACILITIES | TRANSIT

June 21, 2018

Mayor Robert E. Bruchey, II
City Hall
One East Franklin Street
Hagerstown, MD 21740



RE: FY 2019 Annual POS Program

Dear Mayor Bruchey:

Please be advised that the Board of County Commissioners have approved the following projects as part of the FY 2019 Annual POS Program.

Urban Plaza and Trail

\$300,000.00

Enclosed are the original applications as well as the funding approval letter. You may forward the application and approval letter to the State any time after July 1, 2018. I would strongly recommend that you do not start your project until you have all the appropriate approvals from the State Board of Public Works.

Starting FY 2019, we will be looking at projects that have been approved in past years to determine funding allocations for FY 2020. If projects have been approved by the County for inclusion in our Annual program but have not been applied for at the State level then future allocations may be deferred 1 year until the necessary approvals are obtained thru the State Board of Public Works.

If you have any questions, please don't hesitate to contact me.

Sincerely,

James L. Sterling, Director
Public Works of Washington County

**Maryland Department of Natural Resources
Program Open Space**

Funding Authorization Form

June 1, 2018

Program Open Space Grants
Department of Natural Resources
Tawes State Office Building, E-4
580 Taylor Avenue
Annapolis, Maryland 21401

RE: Urban Park Plaza & Trail

As the official designated by Washington for the purpose of dispensing the

Specify County or Baltimore City

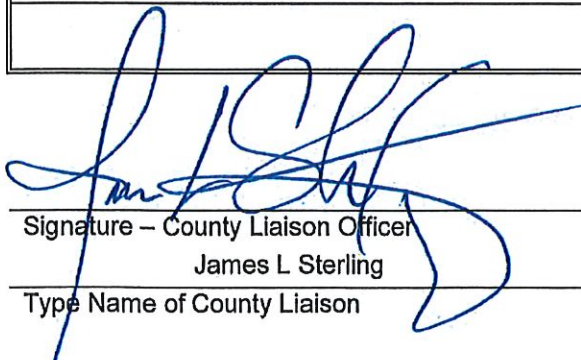
Program Open Space apportionments for this political subdivision, I hereby certify that

The City of Hagerstown

(Applicant)

may apply for the following funds on the above referenced project.

Name of Grant Program	Amount
Program Open Space	\$300,000.00
Land and Water Conservation Fund	\$
Other (specify)	\$
TOTAL:	\$300,000.00



Signature – County Liaison Officer

James L. Sterling

Type Name of County Liaison



CITY OF HAGERSTOWN, MARYLAND

Department of Parks and Engineering

TO: James L. Sterling
Director of Washington County Division of Public Works

FROM: Mark Haddock, Parks & Recreation Manager *MH*

SUBJECT: Program Open Space (POS) Annual Program, FY 2019

DATE: January 5, 2018

The City of Hagerstown appreciates the opportunity to apply for POS funding for FY 2019.
Attached is an Application for the following:

Urban Improvement Project/Cultural Trail Extension - \$300,000

Staff will be available for a presentation to the County Parks Board when scheduled.

Thank you and the Board for your consideration.

Att: POS Application for FY 2019 (with map and Concept Plans)
POS 5-Yr Proposed Plan

Cc: Robert E. Bruchey, II, Mayor
Valerie Means, City Administrator
Rodney Tissue, City Engineer

**MARYLAND DEPARTMENT OF NATURAL RESOURCES
PROGRAM OPEN SPACE**

JOINT-USE AGREEMENT

THIS JOINT-USE AGREEMENT (this Agreement) is made this _____ day of _____, 20____, by and between:

- (a) _____
(hereinafter, the Local Government)
- (b) Washington County Board of County Commissioners
(hereinafter, the Third Party), and
- (c) The Department of Natural Resources, acting for and on behalf of the State of Maryland (hereinafter, the Department)

WHEREAS, the Local Government is applying Program Open Space funds appropriated by the Maryland General Assembly and administered by Program Open Space under Title 5, Subtitle 9 of the Natural Resources Article (2012 Replacement Volume, as amended) for recreational facilities on lands owned by the Third Party.

NOW, THEREFORE, the Local Government, the Third Party, and the Department agree as follows:

- 1. This Agreement applies to the facility described in the Program Open Space, Development and Capital Renewal Application and Project Agreement # _____ - _____ - _____, set forth in **Attachment A**, which is hereby incorporated herein by reference (the Project).
- 2. Any additional agreements between the Local Government, the Third Party, and any other parties with respect to the Project are set forth in **Attachment B**, which is hereby incorporated herein by reference. In the event of a conflict between the terms of **Attachment B** and the terms of this Agreement, the terms of this Agreement shall prevail.
- 3. The Local Government shall operate and maintain, or have operated and maintained, the Project throughout its estimated life of 20 years from the date of Board of Public Works approval as set forth in **Attachment A** and associated documents.
 - a. The Project shall be maintained so as to appear attractive and inviting to the public.
 - b. Sanitation and sanitary facilities shall be maintained in accordance with applicable State and local health standards.
 - c. The Project shall be kept reasonably safe for public use.
 - d. Buildings, roads, trails and other structures and improvements shall be kept in reasonable repair so as to prevent undue deterioration and to encourage public use.
- 4. The Local Government and the Third Party shall ensure that:
 - a. The Project shall be open for public use at all reasonable hours and times of the year, according to the type of area and facility.
 - b. The Project shall be open to entry and use by all persons, regardless of race, color, religion, sex, age, handicap, marital status, sexual orientation, gender, or ancestry or national origin, and shall be operated in compliance with Title VII of the Civil Rights Act of 1964, P.L. 88-354 (1964) and its amendments, the Americans with Disabilities Act of 1990, P.L. 101-336 and its amendments, and Section 20-601 et. seq. (Discrimination in Employment) of the State Government Article of the Annotated Code of Maryland (2014 Repl. Vol. and 2016 Supp.).
 - c. The Project shall be retained and used for public outdoor recreation or open space purposes. The Project shall not be converted to any other use without the prior written approval of the Secretary of the Department of Natural Resources, the Secretary of the Department of Budget and Management, and the Secretary of the Department of Planning. Said approval shall not be granted unless the Local Government and/or Third Party replace the Project with facilities of at least equivalent area and of at least equivalent recreation or open space value. The monetary value of the replacement facility shall

- be equal to or greater than the original Program Open Space grant(s). The Secretaries, at their sole discretion, shall determine the relative recreation and open space value of the properties, considering the fair market value, usefulness, quality and location of the properties and/or facilities.
- d. The Department, its agents and employees shall have the right to inspect the Project for compliance with this Agreement.
5. To the extent permitted by law and subject to available appropriations, the Local Government agrees:
- a. To protect, indemnify and save harmless the Department, its officers, agents, and employees from and against any and all claims, demands, causes of action, and liability of any kind arising out of the operation and use of the Project.
 - b. That if the Project is rendered unusable for any reason whatsoever, the Local Government shall immediately notify the Department of said condition. The Local Government, at its own expense, shall repair the Project, taking any action necessary to restore use and enjoyment of the Project by the public.
 - c. That any violation of this Agreement shall render the Local Government liable to the Department to replace the Project with land of at least equivalent area and public recreational value, and to construct on this replacement land facilities of the same type, size, and quality of construction as those in the Project.
 - d. That in the event of a violation of any provisions of this Agreement, the State, in addition to pursuing other remedies, may impose the following sanctions until the violation has been corrected to the satisfaction of the Department:
 - i. Withhold approval of any Program Open Space and Community Parks and Playgrounds project request submitted by the Local Government to the Department;
 - ii. Withhold reimbursement from Program Open Space and Community Parks and Playgrounds funds for the State's share of the cost of the Project;
 - iii. Withhold reimbursement from Program Open Space and Community Parks and Playgrounds funds for the State's share of the cost of any or all outstanding projects of the Local Government;
 - iv. Maintain, operate, or repair the Project, charging the cost of said maintenance, operation, or repair to the Local Government as a debt due and owing the Department.
6. If the Third Party is a Board of Education that holds title to the land on which the Project is located, then, the Third Party shall permit the Project to be open to the general public, as regulated by the Third Party or the Local Government at all hours and times consistent with the type of facility, so long as same does not interfere with specific school activities.
7. This Agreement shall inure to the benefit of, and be binding upon, the parties hereto and their respective successors and assigns, including assigns and successors by way of privity of estate and contract. Nothing in this Agreement, expressed or implied, is intended to confer upon or against any person, corporation, or government unit not a party to this Agreement, any right or remedy under or by reason of this Agreement.

It is anticipated that the Third Party will transfer to the Local Government legal title to the land which is the subject of this Agreement. If and when this land transfer occurs, this subject Joint Use Agreement shall terminate. All other agreements and obligations between the Local Government and the Department of Natural Resources shall remain in full force and effect.

[The remainder of this page is intentionally left blank]

IN WITNESS WHEREOF the parties have executed this Agreement causing the same to be signed the day and year first written above.

WITNESS:

THE LOCAL GOVERNMENT:

NAME: CITY OF HAGERSTOWN

TITLE: _____

WITNESS:

THE THIRD PARTY:

NAME: WASHINGTON COUNTY BOARD OF COUNTY COMMISSIONERS

TITLE: _____

WITNESS:

THE DEPARTMENT:

Krista Hant

NAME: Jerry L. Baker

TITLE: President

Approved as to legal form and sufficiency. Approved means the document meets the legal requirements for a contract if the signature blocks are executed properly; it does not mean approval or disapproval of the transaction. Approval is of the typed language only; any modification requires re-approval.

Office of the Attorney General
Department of Natural Resources

Note: **Attachment B** should set forth the respective roles of the Local Government and the Third Party for construction and development of the Project and for the operation, maintenance, supervision and scheduling of the Project. It may also include other agreements between the Local Government, the Third Party and any other parties with respect to the Project.

If there is no **Attachment B** to this Agreement, please initial here: _____ Local Government

_____ Third Party

**REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND**

Topic:

Approval of Agreement with the Potomac Valley Audubon Society and Alyssa Imes

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

public_art_donation_agreement.pdf

public_art_donation_agreement.2018.pdf

Description

Approval of Agreement with
the Potomac Valley
Audubon Society and
Alyssa Imes

Memo

REQUIRED MOTION

MAYOR & CITY COUNCIL HAGERSTOWN, MARYLAND

DATE: December 18, 2018

TOPIC: Approval of Agreement with the Potomac Valley Audubon Society and Alyssa Imes

Charter Amendment	_____
Code Amendment	_____
Ordinance	_____
Resolution	_____
Other	<u> X </u>

MOTION: I hereby move to approve an Agreement with the Potomac Valley Audubon Society and Alyssa Imes to accept a carbon fiber sculpture of a monarch butterfly. The sculpture will be installed in Kiwanis Park in the Spring of 2019.

DATE OF PASSAGE: 12/18/2018



CITY OF HAGERSTOWN, MARYLAND

Department of Parks and Engineering

December 11, 2018

TO: Valerie Means, City Administrator
FROM: Rodney Tissue, City Engineer *Ron*
RE: **Public Art Donation Agreement**

Attached you will find an Agreement between the local Monarch Alliance and Audubon Society to donate to the City (free of charge) a carbon fiber sculpture of a monarch butterfly. The sculptor is Alyssa Imes. The sculpture is currently on display at Shepherd University where Ms. Ames created it as a student.

The sculpture will be installed in Kiwanis Park near the monarch butterfly way station. City staff will excavate and pour the small concrete footing

Staff will be available on Tuesday to answer and questions.

Attachments: - Artwork Sale and Donation Agreement

Cc: Sandy Sagalkin
Mark Haddock

ARTWORK SALE AND DONATION AGREEMENT
between
THE CITY OF HAGERSTOWN, MARYLAND
and
THE POTOMAC VALLEY AUDUBON SOCIETY
and
ALYSSA IMES
for
WINGED FORCES

THIS ARTWORK SALE AND DONATION AGREEMENT (this "Agreement") is made and entered into this ____ day of _____, 20__, by and between the CITY OF HAGERSTOWN, MARYLAND, a Maryland municipal corporation (the "City") and the POTOMAC VALLEY AUDUBON SOCIETY (PVAS), and ALYSSA IMES ("Artist").

WHEREAS, the PVAS has agreed to purchase Artwork titled "Winged Forces" (the "Artwork") from the Artist; and

WHEREAS, PVAS has agreed to donate the Artwork to the City for installation in Hagerstown, Maryland; and

WHEREAS, the Mayor and City Council have approved the donation of the Artwork of to be installed in Hagerstown, Maryland; and

WHEREAS, the Artist is willing to sell such Artwork pursuant to the terms hereinafter set forth;

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Artist agrees to sell to PVAS Winged Forces (the "Artwork") in substantially the same form as particularly described in "Exhibit A," attached hereto and incorporated herein by this reference.

2. PVAS agrees to pay the Artist a sum of \$500.00 (Five-hundred dollars and 00/100) payable in two equal payments. The first payment of \$250.00 (Two-hundred-and-fifty dollars) shall be delivered to the Artist no later than January 31, 2019. The second payment of \$250.00 (Two-hundred-and-fifty dollars) shall be paid to the Artist upon successful installation of the Artwork in the City.

3. The Artwork shall be installed at Kiwanis Park, Hagerstown, Maryland (the "Site") by April 30, 2019.

4. Before the City will accept the Artwork, Artist will provide the City with (i) detailed drawings of the Artwork as installed, including any internal support structures; and (ii) written instructions for appropriate maintenance and preservation of the Artwork.

5. Risk of damage or loss to the Artwork shall remain with the Artist until the installation and final acceptance of Artwork by the City. The Artist shall not be responsible or held liable for any damage to the Artwork, its surfaces or environment caused by the City's personnel, contracted employees, visitors or others that are beyond the control of the Artist.

6. The City shall be responsible for installation of concrete foundation for the Artwork to be mounted on. The Artist shall be responsible for delivering the Artwork to the Site and installing the artwork on the foundation.

6. While the Artwork is designed to be relatively maintenance-free, the City or its assigns assumes responsibility for minor maintenance, including periodic cleaning as necessary to remove the buildup of dust, dirt, and grime in order that the Artwork does not become an eyesore to its environment or a detriment to the good reputation of the Artist.

7. Upon the payment and installation of the Artwork, all rights, interests and title to the Artwork shall automatically transfer to the City, except as provided below.

a. Artist agrees to sign a Visual Artist's Rights Act Waiver in substantially the form attached hereto as Exhibit "B."

b. In view of the intention that the Project in its final dimensions shall be unique, Artist shall not make any additional exact duplicate reproduction of the final Project, nor shall Artist grant permission to others to do so except with the written permission of the City.

c. Artist grants to the City and PVAS, and their assigns an irrevocable license to make two-dimensional reproductions of the Project for non-commercial purposes, including, but not limited to, reproductions used in advertising, brochures, media publicity and catalogues or other similar publications, provided that these rights are exercised in a tasteful and professional manner and not to market goods or services. All reproductions by the City or PVAS shall contain a credit to Artist and a copyright notice.

d. The City is not responsible for any third-party infringement of Artist's copyright or for protecting the intellectual property rights of Artist.

e. Artist shall use her best efforts to give a credit reading substantially as "*Winged Forces, an original work owned by the City of Hagerstown*," in any public showing under Artist's control of reproductions of the Artwork.

f. The City and Artist agree that a plaque or sign identifying the Artist, the title of the work and the year of completion, and other mutually agreed upon information, shall be prepared and installed on or adjacent to the Artwork.

g. The City reserves the right, in consultation with PVAS, to relocate the Artwork from the initial installation site if such decision is deemed appropriate and warranted in the future in the City's discretion.

h. Artist hereby acknowledges that the City, in consultation with PVAS, may deaccession the Artwork at any time by taking one of the following actions: (1) transferring the Artwork to PVAS, (2) returning the Artwork to the Artist, (3) selling the Artwork, (4) trading the Artwork for another piece, (5) donating the Artwork, (6) discarding or destroying the Artwork or (7) taking any other action with respect to the Artwork as deemed appropriate by the City.

7. Artist represents and warrants that (i) the Artwork is solely the result of Artist and creative efforts of Artist; (ii) except as otherwise disclosed in writing to the City, the Artwork is unique and original and does not infringe upon any copyright; (iii) the Artwork has not been accepted for sale elsewhere; and (iv) the Artwork is free and clear of any liens from any source whatever. The Artist guarantees all parts and workmanship for the Artwork for a period of one year after initial installation of the Artwork and will replace any defective parts or rework any defective craftsmanship in a timely fashion at no cost to the City.

8. Any party may terminate this Agreement in the event of a material breach of its conditions by the other by providing the breaching party with a notice of termination at least ten days in advance of the termination date. The termination notice shall specify in reasonable detail how the Agreement has been breached. As of the date of termination, the Artist's, PVAS's, and the City's obligation(s) under this Agreement shall cease.

9. Artist is not a partner, joint venture, or employee of the City and the only relationship between Artist and the City is that of an independent contractor. Artist is not entitled to workers compensation benefits under the City's workers compensation and Artist is obligated to pay federal and state income tax on all moneys earned under this Contract.

10. This Agreement shall be binding upon, and shall insure to the benefit of, the parties hereto, their successors and assigns.

IN WITNESS WHEREOF, the parties have hereunto set their hands the day and year first above written.

CITY OF HAGERSTOWN:

By: _____
Robert E. Bruchey, II, Mayor

POTOMAC VALLEY AUDUBON SOCIETY:

By: _____
Kristin Alexander

ARTIST:

By: _____
Alyssa Imes, Artist

Exhibit A
[Description of Artwork]



Carbon fiber sculpture as currently on display at Shepherd University

EXHIBIT B
VISUAL ARTISTS' RIGHTS ACT WAIVER

To the extent the uses or removal of the Artwork under this Agreement affect any rights the Artist may have under the provisions of federal or state law, including the 1990 Visual Artists' Rights Act, the Artist hereby knowingly waives any rights of preservation of the Artwork provided by those laws.

Date

Signature



CITY OF HAGERSTOWN, MARYLAND

Department of Parks and Engineering

December 11, 2018

TO: Valerie Means, City Administrator
FROM: Rodney Tissue, City Engineer *Ron*
RE: **Public Art Donation Agreement**

Attached you will find an Agreement between the local Monarch Alliance and Audubon Society to donate to the City (free of charge) a carbon fiber sculpture of a monarch butterfly. The sculptor is Alyssa Imes. The sculpture is currently on display at Shepherd University where Ms. Ames created it as a student.

The sculpture will be installed in Kiwanis Park near the monarch butterfly way station. City staff will excavate and pour the small concrete footing

Staff will be available on Tuesday to answer and questions.

Attachments: - Artwork Sale and Donation Agreement

Cc: Sandy Sagalkin
Mark Haddock

ARTWORK SALE AND DONATION AGREEMENT
between
THE CITY OF HAGERSTOWN, MARYLAND
and
THE POTOMAC VALLEY AUDUBON SOCIETY
and
ALYSSA IMES
for
WINGED FORCES

THIS ARTWORK SALE AND DONATION AGREEMENT (this "Agreement") is made and entered into this ____ day of _____, 20__, by and between the CITY OF HAGERSTOWN, MARYLAND, a Maryland municipal corporation (the "City") and the POTOMAC VALLEY AUDUBON SOCIETY (PVAS), and ALYSSA IMES ("Artist").

WHEREAS, the PVAS has agreed to purchase Artwork titled "Winged Forces" (the "Artwork") from the Artist; and

WHEREAS, PVAS has agreed to donate the Artwork to the City for installation in Hagerstown, Maryland; and

WHEREAS, the Mayor and City Council have approved the donation of the Artwork of to be installed in Hagerstown, Maryland; and

WHEREAS, the Artist is willing to sell such Artwork pursuant to the terms hereinafter set forth;

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Artist agrees to sell to PVAS Winged Forces (the "Artwork") in substantially the same form as particularly described in "Exhibit A," attached hereto and incorporated herein by this reference.

2. PVAS agrees to pay the Artist a sum of \$500.00 (Five-hundred dollars and 00/100) payable in two equal payments. The first payment of \$250.00 (Two-hundred-and-fifty dollars) shall be delivered to the Artist no later than January 31, 2019. The second payment of \$250.00 (Two-hundred-and-fifty dollars) shall be paid to the Artist upon successful installation of the Artwork in the City.

3. The Artwork shall be installed at Kiwanis Park, Hagerstown, Maryland (the "Site") by April 30, 2019.

4. Before the City will accept the Artwork, Artist will provide the City with (i) detailed drawings of the Artwork as installed, including any internal support structures; and (ii) written instructions for appropriate maintenance and preservation of the Artwork.

5. Risk of damage or loss to the Artwork shall remain with the Artist until the installation and final acceptance of Artwork by the City. The Artist shall not be responsible or held liable for any damage to the Artwork, its surfaces or environment caused by the City's personnel, contracted employees, visitors or others that are beyond the control of the Artist.

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6. While the Artwork is designed to be relatively maintenance-free, the City or its assigns assumes responsibility for minor maintenance, including periodic cleaning as necessary to remove the buildup of dust, dirt, and grime in order that the Artwork does not become an eyesore to its environment or a detriment to the good reputation of the Artist.

7. Upon the payment and installation of the Artwork, all rights, interests and title to the Artwork shall automatically transfer to the City, except as provided below.

a. Artist agrees to sign a Visual Artist's Rights Act Waiver in substantially the form attached hereto as Exhibit "B."

b. In view of the intention that the Project in its final dimensions shall be unique, Artist shall not make any additional exact duplicate reproduction of the final Project, nor shall Artist grant permission to others to do so except with the written permission of the City.

c. Artist grants to the City and PVAS, and their assigns an irrevocable license to make two-dimensional reproductions of the Project for non-commercial purposes, including, but not limited to, reproductions used in advertising, brochures, media publicity and catalogues or other similar publications, provided that these rights are exercised in a tasteful and professional manner and not to market goods or services. All reproductions by the City or PVAS shall contain a credit to Artist and a copyright notice.

d. The City is not responsible for any third-party infringement of Artist's copyright or for protecting the intellectual property rights of Artist.

e. Artist shall use her best efforts to give a credit reading substantially as "*Winged Forces, an original work owned by the City of Hagerstown,*" in any public showing under Artist's control of reproductions of the Artwork.

f. The City and Artist agree that a plaque or sign identifying the Artist, the title of the work and the year of completion, and other mutually agreed upon information, shall be prepared and installed on or adjacent to the Artwork.

g. The City reserves the right, in consultation with PVAS, to relocate the Artwork from the initial installation site if such decision is deemed appropriate and warranted in the future in the City's discretion.

h. Artist hereby acknowledges that the City, in consultation with PVAS, may deaccession the Artwork at any time by taking one of the following actions: (1) transferring the Artwork to PVAS, (2) returning the Artwork to the Artist, (3) selling the Artwork, (4) trading the Artwork for another piece, (5) donating the Artwork, (6) discarding or destroying the Artwork or (7) taking any other action with respect to the Artwork as deemed appropriate by the City.

7. Artist represents and warrants that (i) the Artwork is solely the result of Artist and creative efforts of Artist; (ii) except as otherwise disclosed in writing to the City, the Artwork is unique and original and does not infringe upon any copyright; (iii) the Artwork has not been accepted for sale elsewhere; and (iv) the Artwork is free and clear of any liens from any source whatever. The Artist guarantees all parts and workmanship for the Artwork for a period of one year after initial installation of the Artwork and will replace any defective parts or rework any defective craftsmanship in a timely fashion at no cost to the City.

8. Any party may terminate this Agreement in the event of a material breach of its conditions by the other by providing the breaching party with a notice of termination at least ten days in advance of the termination date. The termination notice shall specify in reasonable detail how the Agreement has been breached. As of the date of termination, the Artist's, PVAS's, and the City's obligation(s) under this Agreement shall cease.

9. Artist is not a partner, joint venture, or employee of the City and the only relationship between Artist and the City is that of an independent contractor. Artist is not entitled to workers compensation benefits under the City's workers compensation and Artist is obligated to pay federal and state income tax on all moneys earned under this Contract.

10. This Agreement shall be binding upon, and shall insure to the benefit of, the parties hereto, their successors and assigns.

IN WITNESS WHEREOF, the parties have hereunto set their hands the day and year first above written.

CITY OF HAGERSTOWN:

By: _____
Robert E. Bruchey, II, Mayor

POTOMAC VALLEY AUDUBON SOCIETY:

By: _____
Kristin Alexander

ARTIST:

By: _____
Alyssa Imes, Artist

Exhibit A
[Description of Artwork]



Carbon fiber sculpture as currently on display at Shepherd University

EXHIBIT B
VISUAL ARTISTS' RIGHTS ACT WAIVER

To the extent the uses or removal of the Artwork under this Agreement affect any rights the Artist may have under the provisions of federal or state law, including the 1990 Visual Artists' Rights Act, the Artist hereby knowingly waives any rights of preservation of the Artwork provided by those laws.

Date

Signature

**REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND**

Topic:

Approval of an Amendment to Residential Lease Agreement at 570 Jefferson Street

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

amendment_to_lease.jefferson_st.2018.pdf

Description

Amendment to Residential
Lease Agreement - 570
Jefferson Street



CITY OF HAGERSTOWN, MARYLAND

Department of Parks and Engineering

December 11, 2018

TO: Valerie Means, City Administrator

FROM: Rodney Tissue, City Engineer *Roo*

RE: **AMENDMENT TO RESIDENTIAL LEASE AGREEMENT
570 JEFFERSON STREET,**

Gerald Bernhisel is our current tenant at the premises known as 570 Jefferson Street, a part of the grounds of Funkhouser Park. Mr. Bernhisel desires to add other individual tenants to the lease. The attached amendment allows for some of his family members to be added. Staff recommends The Mayor and Council approve a resolution to enact the amendment.

The lease expires June 30, 2019

Staff will be available on Tuesday to answer and questions.

Attachments: Amendment
Resolution

Cc: Cathy Beach
Mark Haddock

CITY OF HAGERSTOWN, MARYLAND

**A RESOLUTION AUTHORIZING THE CITY OF HAGERSTOWN
TO ENTER INTO AN AMENDMENT TO RESIDENTIAL LEASE AGREEMENT WITH
GERALD BERNHISEL AND BARBARA CLEVINGER
FOR LEASE OF THE PROPERTY KNOWN AS
570 JEFFERSON STREET, HAGERSTOWN, MARYLAND**

RECITALS

WHEREAS, the City of Hagerstown owns real property known as 570 Jefferson Street, Hagerstown, Maryland; and

WHEREAS, said property ("the Premises") is currently leased by Gerald Bernhisel, the Tenant, pursuant to a Lease Agreement dated June 2, 2017; and

WHEREAS, Gerald Bernhisel desires to add other individual tenants to the lease: Barbara Clevenger, Mark Clevenger, and Myranda Bernhisel; and

WHEREAS, Barbara Clevenger, Mark Clevenger, and Myranda Bernhisel desire to be added as a tenant to the lease, assuming all responsibilities as tenant thereunder; and

WHEREAS, the City of Hagerstown desires to lease the Premises to Gerald Bernhisel, Barbara Clevenger, Mark Clevenger, and Myranda Bernhisel, Tenants, for the remainder of the lease term;

NOW THEREFORE, 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 foregoing recitals are incorporated herein as if fully set forth.
2. That the City of Hagerstown be and is hereby authorized to enter into the Amendment to Lease Agreement with Gerald Bernhisel, Barbara Clevenger, Mark Clevenger, and Myranda Bernhisel for the property located at 570 Jefferson Street, Hagerstown, Maryland, pursuant to the terms of the Amendment to Lease Agreement attached hereto and incorporated herein by reference.
3. That the City of Hagerstown be and is hereby authorized to execute and deliver the Amendment to Lease Agreement attached hereto, and to execute any additional documentation required to effectuate the purposes of this Resolution.

(SIGNATURES ON FOLLOWING PAGE)

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

By: _____
Robert E. Bruchey, II Mayor

Date of Introduction: N/A
Date of Passage: December 18, 2018
Effective Date: December 18, 2018

Amendment to Residential Lease

THIS AMENDMENT TO RESIDENTIAL LEASE made on the ____ day of _____, 201__, between City of Hagerstown, Landlord, and Gerald Bernhisel, Tenant.

WITNESSETH, that pursuant to Residential Lease dated June 2, 2017, the Landlord hereby leased to the Tenant and the Tenant hereby leased from the Landlord, premises known as 570 Jefferson Street, Hagerstown, Maryland 21740.

WITNESSETH, that the parties desire to amend the Residential Lease *in only the following regards*:

1. **OCCUPANTS.** Except for an occasional overnight guest, the only persons permitted to reside at the premises are the persons signing this Amendment to Residential Lease and the individuals identified in the Rental Application attached to the Lease. Tenants agree that the premises shall be occupied by the individuals listed below, who are specifically declared as follows:

- Gerald Bernhisel, Tenant
- Barbara Clevenger, Tenant
- Mark Clevenger, Tenant
- Myranda Bernhisel, Tenant

3. **IN ALL OTHER RESPECTS,** the Residential Lease dated June 2, 2017 shall remain in full force and effect.

This Amendment to Residential Lease contains the entire understanding between the parties hereto. There are no representations, warranties or agreements concerning the subject matter of this Amendment to Residential Lease other than as expressly set forth herein.

LANDLORD: The City of Hagerstown

TENANT: Gerald Bernhisel

Signed: _____

Print: Robert E. Bruchey, II
Title: Mayor of the City of Hagerstown

TENANT: Barbara Clevenger

TENANT: Mark Bernhisel

TENANT: Myrnda Bernhisel

Attest: _____

Witness as to all tenants: _____

**REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND**

Topic:

Approval of Partners in Economic Progress (PEP) Program benefits to Tailor Made Cuts

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

I hereby move for the Mayor and City Council's direction of the administration of the Partners in Economic Progress Rent Relief benefits to Tailor Made Cuts at 22 N Mulberry Street to begin 1/1/19 and contingent upon a lease commitment by the business from 1/1/19 to 12/31/22.

Action Dates:

DATE OF INTRODUCTION:	12/18/18
DATE OF PASSAGE:	12/18/18
EFFECTIVE DATE:	12/18/18

ATTACHMENTS:

File Name

121818_Tailor_Made_PEP_Motion.pdf

Description

121818_Motion Tailor Made
PEP

REQUIRED MOTION

**MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND**

DATE: December 18, 2018

TOPIC: **Approval of Partners in Economic Progress (PEP) Program benefits to Tailor Made Cuts**

Charter Amendment	—
Code Amendment	—
Ordinance	—
Resolution	—
Other	<u>X</u>

MOTION: I hereby move for the Mayor and City Council's direction of the administration of the Partners in Economic Progress Rent Relief benefits to Tailor Made Cuts at 22 N Mulberry Street to begin 1/1/19 and contingent upon a lease commitment by the business from 1/1/19 to 12/31/22.

DATE OF INTRODUCTION:	12/18/18
DATE OF PASSAGE:	12/18/18
EFFECTIVE DATE:	12/18/18



CITY OF HAGERSTOWN, MARYLAND

Department of Community and Economic Development

TO: Valerie Means, City Administrator

FROM: Jill Thompson, Director of Community & Economic Development
Danelle Hayer, Business Development Specialist

DATE: November 28, 2018

RE: PEP Rent Relief Eligible Business-Tailor Made Cuts

At the October 23, 2018 Regular Session, the Mayor and City Council approved changes to the guidelines to the list of eligible categories of business for the Partners in Economic Progress (PEP) Rent Relief Program.

Tailor Made Cuts originally applied for the Rent Relief Program earlier this year and was denied due to the business category being ineligible. Since the categories of eligible businesses were widened, Tailor Made Cuts inquired to see if his application can be approved. The business is willing to sign a new four-year lease at Mulberry Lofts if his application is approved and an updated lease agreement will be included in the Regular Session packet.

The Review Committee is hesitant to set a precedent of a retroactive approval as this might open the door to a range of additional requests.

The Mayor and City Council may however direct the administration of the PEP Rent Relief benefits to this business as a one-time exception due to the unique circumstances.

The attached Motion may be included for approval at the 12/18/18 Regular Session.

c: Review Committee

**REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND**

Topic:

Approval of Amendment to Promissory Note for Repayment of Funds

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

Hagerstown_Mezzanine_Amend_Promisory_Note_12_18_18.pdf

Description

Approval of Amendment to
Promissory Note for
repayment of funds

REQUIRED MOTION

MAYOR AND CITY COUNCIL HAGERSTOWN, MARYLAND

DATE: **December 18, 2018**

TOPIC: Approval of an Amendment to Promissory Note for repayment of funds.

Charter Amendment	_____
Code Amendment	_____
Ordinance	_____
Resolution	_____
Other	<u> X </u>

MOTION: I hereby move for the approval of an Amendment to Promissory Note with Hagerstown Mezzanine Project, LLC, to provide an amendment to payment schedule set forth in the Promissory Note entered into on March 27, 2018, which provides the terms for the repayment of City funds used to demolish the structure located at 149 West Washington Street. The property is owned by Hagerstown Mezzanine Project, LLC.

DATE OF PASSAGE: 12/18/2018

Amendment to Promissory Note

THIS AMENDMENT TO PROMISSORY NOTE made on the _____ day of _____, 201____, between City of Hagerstown, Holder, and Hagerstown Mezzanine Project, Maker.

WITNESSETH, that pursuant to the Promissory Note dated March 27, 2018, the Maker hereby agreed to repay a loan to the Holder according to a payment schedule set forth in the Promissory Note.

WITNESSETH, that the parties desire to amend the Promissory Note *in only the following regard*:

The Maker shall pay to the Holder an initial lump sum payment of Twenty-Five Thousand and 00/100 Dollars (\$25,000.00) on or before the 1st day of April, 2018, and shall pay a second lump sum payment of Twenty-Five Thousand and 00/100 Dollars (\$25,000.00) on or before *June 1, 2019*.

IN ALL OTHER RESPECTS, the Promissory Note dated March 27, 2018 shall remain in full force and effect.

This Amendment to Promissory Note contains the entire understanding between the parties hereto. There are no representations, warranties or agreements concerning the subject matter of this Amendment to Promissory Note other than as expressly set forth herein.

HOLDER: The City of Hagerstown

MAKER: Hagerstown Mezzanine Project, LLC

Signed: _____

Print: Robert E. Bruchey, II
Title: Mayor of the City of Hagerstown

Print: Juanita Gray
Title: Member