

**AN ORDINANCE TO APPROVE THE SALE OF REAL PROPERTY BY THE MAYOR AND COMMISSIONERS OF EMMITSBURG UPON A FINDING THAT THE PROPERTY IS NO LONGER NEEDED FOR THE PUBLIC USE; TO AUTHORIZE THE MAYOR TO TAKE SUCH MEASURES AS MAY BE NECESSARY TO COMPLETE THE TRANSACTION.**

\*\*\*\*\*

**WHEREAS**, the Mayor and Commissioners of Emmitsburg (“the Town”) is the owner of a parcel of land on South Seton Avenue consisting of approximately 9,905.9 square feet of land, more or less, which is designated and depicted as Lot ‘1’ on a plat dated October 3, 2019 entitled “Combined Preliminary – Final Plat Town of Emmitsburg Division Situated at #140 South Seton Avenue” said plat being recorded among the Land Records of Frederick County at Plat Book 103, page 6 (hereinafter, “the Property”); and

**WHEREAS**, the Town does not intend to utilize the Property for streets or other purposes, and the Town finds that it no longer needs the Property for the public use; and

**WHEREAS**, Amanda Lee Rhodes has expressed interest in acquiring the Property; and

**WHEREAS**, the Town desires to enter into a contract and sell the Property to Amanda Lee Rhodes for One Hundred Sixty-Five Thousand Dollars (\$165,000.00) subject to the deductions and adjustments set forth in the offer of Amanda Lee Rhodes;

**NOW, THEREFORE, BE IT RESOLVED, ORDAINED AND ENACTED** by the Mayor and Commissioners of Emmitsburg that the Town of Emmitsburg be, and hereby is, authorized to sell, convey and transfer title to Amanda Lee Rhodes that parcel of real estate consisting of approximately 9,905.9 square feet of land, more or less, situate, lying and being in the Town of Emmitsburg, Frederick County, Maryland and which is designated and depicted as Lot ‘1’ on a plat dated October 3, 2019 entitled “Combined Preliminary – Final Plat Town of Emmitsburg Division Situated at #140 South Seton Avenue” said plat being recorded among the Land Records of Frederick County at Plat Book 103, page 6 and a copy of said plat attached hereto and incorporated by reference herein as “Exhibit 1”.

**BE IT FURTHER RESOLVED, ORDAINED AND ENACTED** by the Mayor and Commissioners of Emmitsburg that the sales price for such sale shall be One Hundred Sixty-Five Thousand Dollars (\$165,000.00) subject to the deductions and adjustments set forth in the offer of Amanda Lee Rhodes attached as “Exhibit 2”.

**BE IT FURTHER RESOLVED, ORDAINED AND ENACTED** by the Mayor and Commissioners of Emmitsburg that the Mayor is authorized to accept and execute the offer for the sale of the property to be conveyed and such contract shall be in the general format as attached hereto as "Exhibit 2". The Mayor is further authorized to agree to such minor revisions to the contract as may be necessary in the course of completing the transaction without changes to the substantive nature of the transaction. The Mayor is further authorized to execute such deeds, contracts, amendments, addendums, settlement statements and other forms and documents and take such other ordinary actions as may be necessary and proper to complete the transaction.

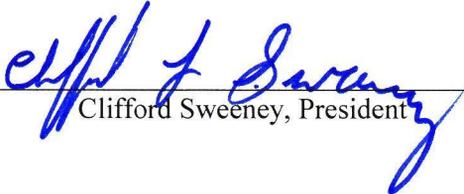
**THIS ORDINANCE** shall take effect on the date on which the Mayor approves the Ordinance after passing by the Board of Commissioners or on the date on which the Board of Commissioners passes the Ordinance over the veto of the Mayor.

**PASSED** this 3<sup>rd</sup> day of December, 2019  
by a vote of 5 for, 0 against, 0 absent, and 0 abstain.

ATTEST:

  
\_\_\_\_\_  
Madeline Shaw, Town Clerk

EMMITSBURG BOARD OF COMMISSIONERS:

  
\_\_\_\_\_  
Clifford Sweeney, President

MAYOR

APPROVED  VETOED

this 3<sup>rd</sup> day of December, 2019.

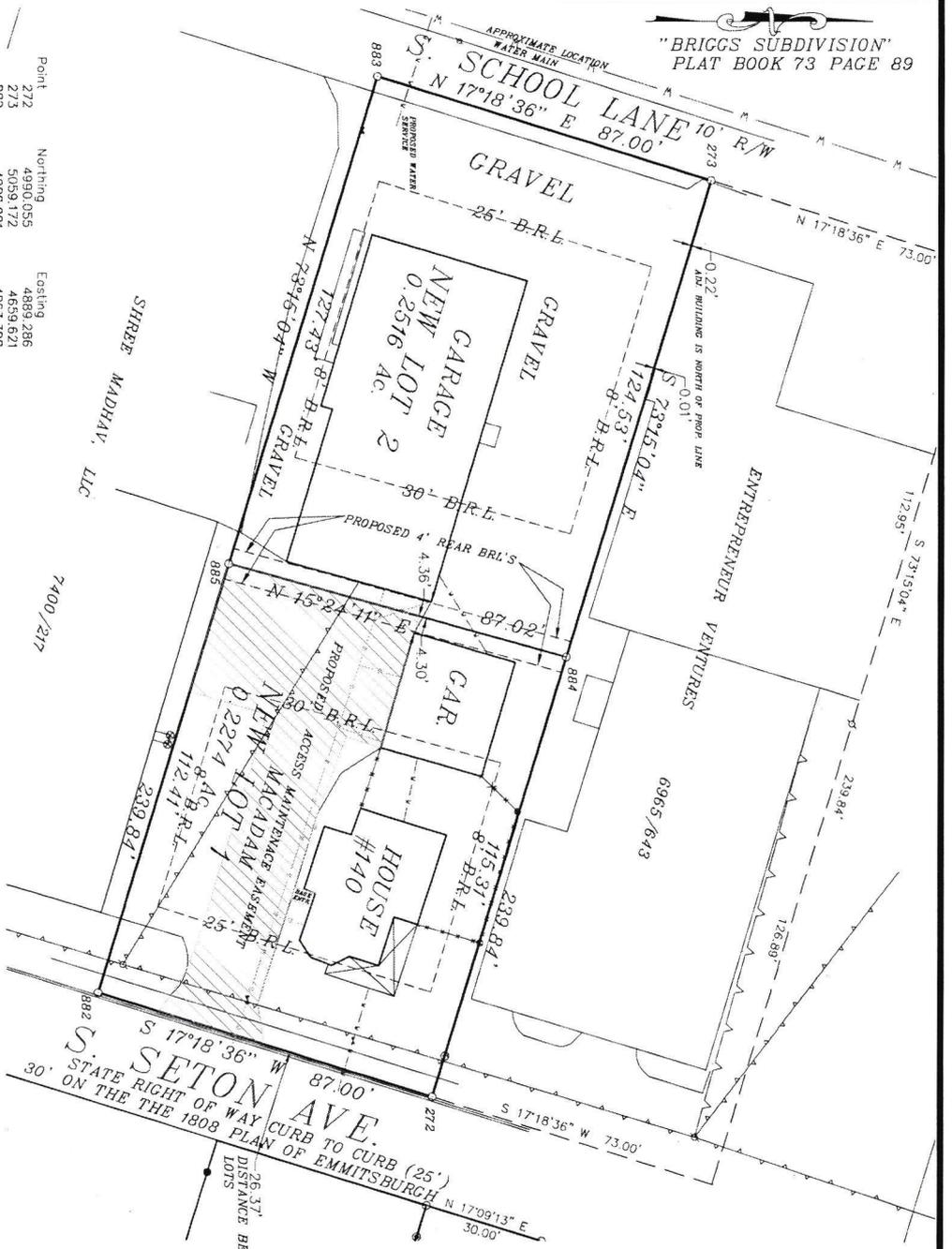
  
\_\_\_\_\_  
Donald N. Briggs, Mayor

I hereby certify that the foregoing Ordinance has been posted as required by Chapter 2.04 of the Emmitsburg Municipal Code.

  
Madeline Shaw, Town Clerk  
Date: 12/4/19

# EXHIBIT 1

"BRIGGS SUBDIVISION"  
PLAT BOOK 73 PAGE 89



Point	Northing	Easting
272	4990.055	4889.286
273	5059.172	4659.621
882	4908.991	4863.398
883	4976.108	4633.733
884	5023.284	4778.869
885	4939.386	4755.755

SURVEY & PLAT BY  
R.F. GAUSS & ASSOC., INC.  
PROFESSIONAL LAND SURVEYORS  
103 E. MAIN ST., P.O. BOX 128  
EMMITSBURG, MARYLAND 21727  
301-447-2222 FAX 301-447-3158

OWNERS:  
TOWN OF EMMITSBURG  
300A SOUTH SETON AVE.  
EMMITSBURG, MD 21727

TOTAL AREA OF SUBDIVISION = 20886.1 SQ.FT. OR 0.4790 AC.  
NEW LOT 1 = 9905.9 SQ.FT. OR 0.2274 AC.  
LOT 2, REMAINDER = 11096.2 SQ.FT. OR 0.2516 AC.

APPROVED:  
TOWN OF EMMITSBURG PLANNING COMMISSION

DATE: CHAIRMAN

APPROVED: HEALTH, USE OF COMMUNITY WATER & SEWER A COMMISSION WITH THE FREDERICK COUNTY WATER & SEWER PLAN

DATE: APPROVING AUTHORITY

- NOTES:
1. ZONED - VZ
  2. ALL LOTS TO BE SERVED BY PUBLIC WATER AND SEWER
  3. A SIX FOOT WIDE DRAINAGE AND UTILITY EASEMENT IS RESERVED
  4. UTILITY LOCATIONS HAVE BEEN APPROXIMATED FROM COMPILATION OF FIELD AND RECORD DATA AND MUST BE CONFIRMED PRIOR TO CONSTRUCTION.
  5. PLANS FOR COMMUNITY WATER AND SEWER SYSTEM AND FOR A DEPARTMENT OF HEALTH USE CLASSIFICATION: WATER - W, SEWER - S1.

MINIMUM BUILDING RESTRICTION LINES:  
FRONT - 25'  
REAR - 30'  
SIDES - 8'

THE OWNERS HAVE SWORN TO AND SUBSCRIBED BEFORE ME THIS DAY OF 2019

DATE: NOTARY PUBLIC

SYMBOLS:  
● = REBAR & CAP SET  
○ = T-BAR FD.  
▲ = WATER VALVE  
□ = UTILITY POLE & WIRES  
— = WATER LINE  
— = SEWER LINE

REVISIONS:

COMBINED PRELIMINARY - FINAL PLAT  
TOWN OF EMMITSBURG DIVISION

SITUATED AT #140 SOUTH SETON AVENUE  
TOWN OF EMMITSBURG  
EMMITSBURG ELECTION DISTRICT # 5  
FREDERICK COUNTY, MARYLAND  
DATE: 3 JUNE, 2019 SCALE: 1" = 20'  
PLAT NO. 300 P-1485

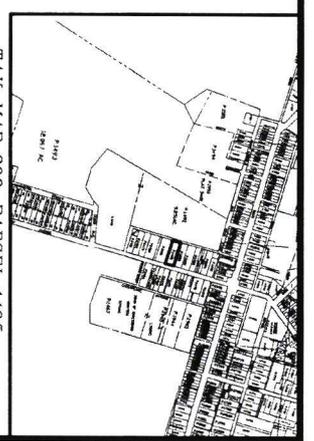
## SURVEYOR'S CERTIFICATION

I HEREBY CERTIFY THAT THE FINAL PLAT SHOWN HEREON, TO THE BEST OF MY PROFESSIONAL KNOWLEDGE, INFORMATION, AND BELIEF, WAS CORRECTLY MADE AS A SUBDIVISION OF ALL OF THE LOTS SHOWN ON THE PLAT DATED 17 AUGUST, 1906 AND RECORDED AMONG THE LAND RECORDS OF FREDERICK COUNTY IN LIBER 6180 FOLIO 113, AND THAT THE REQUIREMENTS OF THE ANNOTATED CODE OF MARYLAND, REAL PROPERTY BOOK, TITLE 3, SUBTITLE 1, SECTION 3-108, AND THE REQUIREMENTS OF THE FREDERICK COUNTY CODE, SECTION 1-16-108, AS ENACTED OR AMENDED SO FAR AS IT MAY CONCERN THE MARKING OF THIS PLAT AND THE SETTING OF MONUMENTS AND MARKERS HAVE BEEN COMPLIED WITH.

DATE: J. CHRISTOPHER GAUSS P.L.S. # 572  
MY LICENSE EXPIRES 3/20/21

DATE: MAYOR OF EMMITSBURG

TAX MAP 300 PARCEL 1495





## EXHIBIT 2

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

November 20, 2019

Amanda Rhodes  
8 Eyler Rd Apt 1  
Thurmont, MD 21788

A handwritten signature in black ink, appearing to be "AS", is located to the right of the recipient's address.

Congratulations! I am pleased to inform you that you are pre-approved for a home loan based on the following terms:

Monthly payment of: **\$1,125.58\***

Purchase price of: **\$165,000.00\*\***

Down payment of: \$

Program: **FarmersHomeAdministration  
RHS**

First Lien Mortgage

Loan type: **Fixed**

Term: **360** months

Property type & use: **1 Family – PrimaryResidence**

\*How much you are pre-approved to borrow is calculated based on the maximum total monthly payment you can afford, which includes: Principal, Interest, Taxes, Insurance, Mortgage Insurance, if applicable, and any other dues or fees associated with home ownership. You may elect to waive your escrow based on program selection and qualification requirements.

\*\* "Purchase Price" is only a rough estimate of the total cost of the home you can afford and does not take into account other influences on your monthly payment, such as taxes or insurance; your pre-approval amount is based solely on the maximum total monthly payment.

This pre-approval is **valid for 60 days** from November 20, 2019 assuming that there are no changes in your financial situation. This pre-approval should not be considered a commitment to lend until the conditions listed on the following page are met.

Thank you for your business! I am here to make your purchasing experience a pleasant one and welcome your calls at any time.

Sincerely,

*Chris Cascia*  
NMLS #453212  
chrisc@fairwaymc.com

cc: Nathalie Mullinix





RESIDENTIAL CONTRACT OF SALE

This is a Legally Binding Contract; If Not Understood, Seek Competent Legal Advice.

THIS FORM IS DESIGNED AND INTENDED FOR THE SALE AND PURCHASE OF IMPROVED SINGLE FAMILY RESIDENTIAL REAL ESTATE LOCATED IN MARYLAND ONLY.

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

- 1. DATE OF OFFER: November 15, 2019
2. SELLER: Town Of Emmitsburg
3. BUYER: Amanda Lee Rhodes
4. PROPERTY: Seller does sell to Buyer and Buyer does purchase from Seller, all of the following described Property (hereinafter "Property") known as 140 S Seton Ave located in Emmitsburg FREDERICK City/County, Maryland, Zip Code 21727-9214
5. ESTATE: The Property is being conveyed: X in fee simple or N/A subject to an annual ground rent, now existing, in the amount of Dollars (\$ N/A ) payable semi-annually, as now or to be recorded among the Land Records of N/A City/County, Maryland.
6. PURCHASE PRICE: The purchase price is One Hundred Sixty-Five Thousand Dollars (\$ 165,000.00 ).
7. PAYMENT TERMS: The payment of the purchase price shall be made by Buyer as follows:
(a) An initial Deposit by way of check in the amount of One Thousand Dollars (\$ 1,000.00 ) at the time of this offer.
(b) An additional Deposit by way of N/A in the amount of Dollars (\$ N/A ) to be paid N/A
(c) All Deposits will be held in escrow by: Sage Title in Westminster, Md.
(d) The purchase price less any and all Deposits shall be paid in full by Buyer in cash, wired funds, bank check, certified check or other payment acceptable to the settlement officer at settlement.
(e) Buyer and Seller instruct broker named in paragraph (c) above to place the Deposits in: (Check One)
X A non-interest bearing account;
OR An interest bearing account, the interest on which, in absence of default by Buyer, shall accrue to the benefit of Buyer. Broker may charge a fee for establishing an interest bearing account.
January 10, 2020

Handwritten initials and date 11/14/2019

8. SETTLEMENT: Date of Settlement 45 days from acceptance date or sooner if agreed to in writing by the parties.

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

- Conventional Financing Addendum
FHA Financing Addendum
VA Financing Addendum
USDA Financing Addendum
Assumption Addendum
Gift of Funds Contingency Addendum
Owner Financing Addendum
No Financing Contingency
OTHER:



Buyer

Handwritten signature of Buyer

Seller

Handwritten signature of Seller



10. FINANCING APPLICATION AND COMMITMENT: Buyer agrees to make a written application for the financing as herein described within Three ( 3 ) days from the Date of Contract Acceptance. If a written financing commitment is not obtained by Buyer within Forty ( 40 ) days from the Date of Contract Acceptance: (1) Seller, at Seller's election and upon written notice to Buyer, may declare this Contract null and void and of no further legal effect; or (2) Buyer, upon written notice to Seller, which shall include written evidence from the lender of Buyer's inability to obtain financing as provided in Paragraph 9 of this Contract, may declare this Contract null and void and of no further legal effect. In either case, the deposit shall be disbursed in accordance with the Deposit paragraph of this Contract. If Buyer has complied with all of Buyer's obligations under this Contract, including those with respect to applying for financing and seeking to obtain financing, then the Release of Deposit agreement shall provide that the deposit shall be returned to Buyer.

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

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

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

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

- |  |  |   |  |
|--|--|---|--|
| <b>INCLUDED</b>  | <b>INCLUDED</b>  | <b>INCLUDED</b>                                     | <b>INCLUDED</b>                                |
| <input type="checkbox"/> Alarm System                      | <input type="checkbox"/> Fireplace Screen Doors              | <input type="checkbox"/> Screens                    | <input type="checkbox"/> Window Fan(s) # _____ |
| <input type="checkbox"/> Built-in Microwave                | <input type="checkbox"/> Freezer                             | <input type="checkbox"/> Shades/Blinds              | <input type="checkbox"/> Wood Stove            |
| <input checked="" type="checkbox"/> Ceiling Fan(s) # _____ | <input type="checkbox"/> Furnace Humidifier                  | <input type="checkbox"/> Storage Shed(s) # _____    |  |
| <input type="checkbox"/> Central Vacuum                    | <input type="checkbox"/> Garage Opener(s) # _____            | <input type="checkbox"/> Storm Doors                |  |
| <input type="checkbox"/> Clothes Dryer                     | <input type="checkbox"/> w/remote(s) # _____                 | <input type="checkbox"/> Storm Windows              |  |
| <input type="checkbox"/> Clothes Washer                    | <input type="checkbox"/> Garbage Disposer                    | <input checked="" type="checkbox"/> Stove or Range  |  |
| <input type="checkbox"/> Cooktop                           | <input type="checkbox"/> Hot Tub, Equipment & Cover          | <input type="checkbox"/> T.V. Antenna               |  |
| <input type="checkbox"/> Dishwasher                        | <input type="checkbox"/> Intercom                            | <input type="checkbox"/> Trash Compactor            |  |
| <input type="checkbox"/> Drapery/Curtain Rods              | <input type="checkbox"/> Playground Equipment                | <input type="checkbox"/> Wall Mount T.V. Brackets   |  |
| <input type="checkbox"/> Draperies/Curtains                | <input type="checkbox"/> Pool, Equipment & Cover             | <input type="checkbox"/> Wall Oven(s) # _____       |  |
| <input type="checkbox"/> Electronic Air Filter             | <input checked="" type="checkbox"/> Refrigerator(s) #1 _____ | <input type="checkbox"/> Water Filter               |  |
| <input type="checkbox"/> Exhaust Fan(s) # _____            | <input type="checkbox"/> w/ice maker                         | <input type="checkbox"/> Water Softener             |  |
| <input type="checkbox"/> Exist. W/W Carpet                 | <input type="checkbox"/> Satellite Dish                      | <input type="checkbox"/> Window A/C Unit(s) # _____ |  |

ADDITIONAL INCLUSIONS (SPECIFY): 3 car detached garage

ADDITIONAL EXCLUSIONS (SPECIFY): \_\_\_\_\_

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

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

Buyer [Signature]

Seller [Signature]  
40 S. E. 20th Ave

**16. LEAD-BASED PAINT:**

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

<sup>DS</sup>Buyer acknowledges by Buyer's initials below that Buyer has read and understands the provisions of Paragraph 16.A.  
[Signature] (BUYER)

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

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

<sup>DS</sup>Buyer acknowledges by Buyer's initials below that Buyer has read and understands Paragraph 16.B.  
[Signature] (BUYER)

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

<sup>DS</sup>Buyer acknowledges by Buyer's initials below that Buyer has read and understands Paragraph 16.C.  
[Signature] (BUYER)

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

- (a) Prior to settlement, Buyer is entitled to rescind in writing the sales contract without penalty or liability. On rescission, Buyer is also entitled to the full return of any deposits made on account of the sales contract. If any deposits are held in trust by a licensed real estate broker, the return of the deposits to a Buyer under this law shall comply with the procedures under § 17-505 of the Business Occupations and Professions Article of the Annotated Code of Maryland. Buyer's right of rescission shall terminate five days after Seller provides to Buyer written notice in accordance with this requirement; and
- (b) After settlement, Seller shall be liable to Buyer for the full amount of any fee or assessment not disclosed, unless Seller was never charged a fee or assessment to defray the costs of public water or wastewater facilities by the developer, a successor of the developer, or a subsequent assignee.

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

Buyer [Signature]

Seller [Signature]

<sup>DS</sup>  
Buyer acknowledges by Buyer's initials below that Buyer has read and understands Paragraph 17.  
[Signature] (BUYER)

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

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

Other Addenda/Special Conditions:

~~Acceptance of this offer is also contingent upon Commissioner signing off on contract.~~

~~This contract is contingent on the town commissioners approval at the Dec 3 2020 meeting.~~

~~DESA does require a termite inspection. Delete clause on as is addendum that deletes termite inspection.~~

~~Termite inspection to be paid by seller and cost to fall under seller's contribution of \$9600.00~~

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

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

Buyer [Signature]

Seller [Signature]

**21. DEED AND TITLE:** Upon payment of the purchase price, a deed for the Property containing covenants of special warranty and further assurances (except in the case of transfer by personal representative of an estate), shall be executed by Seller and shall convey the Property to Buyer. Title to the Property, including all chattels included in the purchase, shall be good and merchantable, free of liens and encumbrances except as specified herein; except for use and occupancy restrictions of public record which are generally applicable to properties in the immediate neighborhood or the subdivision in which the Property is located and publicly recorded easements for public utilities and any other easements which may be observed by an inspection of the Property. Buyer expressly assumes the risk that restrictive covenants, zoning laws or other recorded documents may restrict or prohibit the use of the Property for the purpose(s) intended by Buyer. In the event Seller is unable to give good and merchantable title or such as can be insured by a Maryland licensed title insurer, with Buyer paying not more than the standard rate as filed with the Maryland Insurance Commissioner, Seller, at Seller's expense, shall have the option of curing any defect so as to enable Seller to give good and merchantable title or, if Buyer is willing to accept title without said defect being cured, paying any special premium on behalf of Buyer to obtain title insurance on the Property to the benefit of Buyer. In the event Seller elects to cure any defects in title, this Contract shall continue to remain in full force and effect; and the date of settlement shall be extended for a period not to exceed fourteen (14) additional days. If Seller is unable to cure such title defect(s) and is unable to obtain a policy of title insurance on the Property to the benefit of Buyer from a Maryland licensed title insurer, Buyer shall have the option of taking such title as Seller can give, or terminating this Contract and being reimbursed by Seller for cost of searching title as may have been incurred not to exceed 1/2 of 1% of the purchase price. In the latter event, there shall be no further liability or obligation on either of the parties hereto; and this Contract shall become null and void; and all Deposit(s) shall be disbursed in accordance with the Deposit paragraph of this Contract. In no event shall Broker(s) or their agent(s) have any liability for any defect in Seller's title.

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

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

**24. SETTLEMENT COSTS:** Buyer agrees to pay all settlement costs and charges including, but not limited to, all Lender's fees in connection herewith, including title examination and title insurance fees, loan insurance premiums, all document preparation and recording fees, notary fees, survey fees where required, and all recording charges, except those incident to clearing existing encumbrances or title defects, except if Buyer is a Veteran obtaining VA financing, those prohibited to be paid by a Veteran obtaining VA financing, which prohibited charges shall be paid by Seller. Buyer Broker flat fee cannot be charged to Buyer nor to Seller per VA Reg. Part 38 CFR 36.4313(b).

**25. TRANSFER CHARGES:**

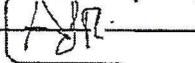
**A. IN GENERAL.** Section 14-104(b) of the Real Property Article, Annotated Code of Maryland provides that, unless otherwise negotiated in the contract or provided by State or local law, the cost of any recordation tax or any State or local Transfer Tax shall be shared equally between the Buyer and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

**B. FIRST-TIME BUYER.** Under Section 14-104(c) of the Real Property Article, the entire amount of recordation and local transfer tax shall be paid by the Seller of property that is sold to a first-time Maryland homebuyer, unless there is an express agreement that the recordation tax or any state or local transfer tax will not be paid entirely by the Seller.

**RECORDATION AND LOCAL TRANSFER TAX.** If the Buyer is a first-time Maryland homebuyer, Buyer and Seller expressly agree, in accordance with Section 14-104(c) of the Real Property Article, Annotated Code of Maryland, that payment of recordation tax and local transfer tax shall be shared equally between the Buyer and Seller unless a "First-time Maryland Homebuyer Transfer and Recordation Tax Addendum" is attached, which contains a different express agreement.

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

**26. BROKER LIABILITY:** Brokers, their agents, subagents and employees do not assume any responsibility for the condition of the Property or for the performance of this Contract by any or all parties hereto. By signing this Contract, Buyer and Seller acknowledge that they have not relied on any representations made by Brokers, or any agents, subagents or employees of Brokers, except those representations expressly set forth in this Contract.

Buyer 

Seller 

11/24/2019

**27. BROKER'S FEE:** All parties irrevocably instruct the settlement officer to collect the fee or compensation and disburse same according to the terms and conditions provided in the listing agreement and/or agency representation agreement. Settlement shall not be a condition precedent to payment of compensation.

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

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

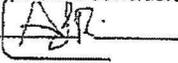
**30. HOMEOWNER'S ASSOCIATION:** The Property is not part of a development subject to the imposition of mandatory fees as defined by the Maryland Homeowner's Association Act, unless acknowledged by attached addendum.

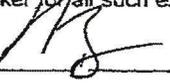
**31. GROUND RENT:** If the Property is subject to ground rent and the ground rent is not timely paid, the ground lease holder (i.e., the person to whom the ground rent is payable) may bring an action under Section 8-402.3 of the Real Property Article, Annotated Code of Maryland. As a result of this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

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

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

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

Buyer 

Seller 

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

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

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

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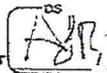
As used in this Contract, the term "Broker(s)" shall mean: (a) the two (2) Brokers as identified on Page 11 of this Contract; (b) the two (2) named Sales Associates identified on Page 11 of the Contract; and (c) any agent, subagent, salesperson, independent contractor and/or employees of Broker(s). The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

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

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

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

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

Buyer 

Seller 

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

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

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

**42. FLOOD DISCLOSURE NOTICE:**

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

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

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

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

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

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

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

Buyer 

Seller 

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

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

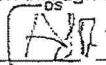
**50. NOTICE CONCERNING CONSERVATION EASEMENTS:** If the Property is encumbered by a Conservation Easement as defined in Section 10-705 of the Real Property Article, Annotated Code of Maryland, the contract must contain a notice concerning the easement, which is contained in an attached addendum. This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

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

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

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

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

Buyer 

Seller 

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

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

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

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

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

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

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

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

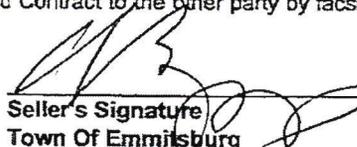
58. COMPUTATION OF DAYS: As used in this Contract, and in any addendum or addenda to this Contract, the term "days" shall mean consecutive calendar days, including Saturdays, Sundays, and holidays, whether federal, state, local or religious. A day shall be measured from 12:00:00 a.m. to and including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

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

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

DocuSigned by:  
  
Buyer's Signature  
Amanda Lee Rhodes

11/15/2019  
Date

  
Seller's Signature  
Town Of Emmitsburg

12/4/19  
Date

Buyer's Signature \_\_\_\_\_ Date \_\_\_\_\_

Seller's Signature \_\_\_\_\_ Date \_\_\_\_\_

DATE OF CONTRACT ACCEPTANCE: 12/4/19

Check if First-Time Maryland Homebuyer

**Contact Information:**

BUYER / NAME(S): Amanda Lee Rhodes

MAILING ADDRESS: 8 Eyler Rd Apt 1

Thurmont, MD 21788-1326

SELLER / NAME(S): Town Of Emmitsburg

MAILING ADDRESS: on record

Information provided for reference only:

LISTING BROKERAGE COMPANY NAME: J&B Real Estate

BROKER OF RECORD NAME: Cynthia T Grimes

LICENSE NUMBER: 622999

SALES ASSOCIATE NAME: Cynthia T Grimes

LICENSE NUMBER: Lic# 622999 - MD

OFFICE ADDRESS: 131/2 Water ST, Thurmont, MD 21788

OFFICE PHONE: (301)271-3487

BROKER/SALES ASSOCIATE MLS ID: 149720

SALES ASSOCIATE PHONE: (301)788-5354

SALES ASSOCIATE E-MAIL: cindy\_grimes@msn.com

ACTING AS:  LISTING BROKER AND SELLER AGENT; OR  
 INTRA - COMPANY AGENT WITH BROKER AS DUAL AGENT

SELLING BROKERAGE COMPANY NAME: Nathalie Mullinix Realty Univ. Inc.

BROKER OF RECORD NAME: Nathalie Mullinix

LICENSE NUMBER: 3486

SALES ASSOCIATE NAME: Nathalie Mullinix

LICENSE NUMBER: 3486

OFFICE ADDRESS: 19 Chartley Park Rd, Reisterstown, MD 21136-2001

OFFICE PHONE: (410)526-4466

BROKER/SALES ASSOCIATE MLS ID: \_\_\_\_\_

SALES ASSOCIATE PHONE: (410)526-4466

SALES ASSOCIATE E-MAIL: president@realityuniversal.com

ACTING AS:  SELLER AGENT; OR  
 SUBAGENT; OR  
 BUYER AGENT; OR  
 INTRA - COMPANY AGENT WITH BROKER AS DUAL AGENT



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

ADDENDUM dated \_\_\_\_\_ to the Contract of Sale between Buyer \_\_\_\_\_ and Seller The Town of Emmitsburg for Property known as 140 S Seton Ave, Emmitsburg, MD. 21727-9214

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

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

(A) A written property condition disclosure statement listing all defects including latent defects, or information of which the seller has actual knowledge in relation to the following:

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

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

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

OR

(B) A written disclaimer statement providing that:

- (i) Except for latent defects of which the seller has actual knowledge, the seller makes no representations or warranties as to the condition of the real property or any improvements on the real property; and
- (ii) The buyer will be receiving the real property "as is," with all defects, including latent defects, that may exist, except as otherwise provided in the contract of sale of the property.



Buyer

*[Signature]*

Seller

*[Signature]*



*NR*

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

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

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

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

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

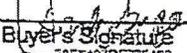
Your rights as a buyer under Section 10-702 may not be waived in the contract and any attempted waiver is void. Your rights as the buyer to terminate the contract under Section 10-702 are waived conclusively if not exercised before:

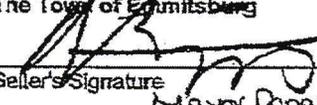
- (i) Closing or occupancy by you, whichever occurs first, in the event of a sale; or
- (ii) Occupancy, in the event of a lease with option to purchase.

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

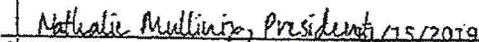
You may wish to obtain professional advice about the property or obtain an inspection of the property.

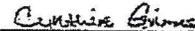
The undersigned buyer(s) and seller(s) acknowledge receipt of this notice on the date indicated below and acknowledge that the real estate licensee(s) named below have informed the buyer(s) and the seller(s) of the buyer(s)' rights and the seller(s)' obligations under Section 10-702.

DocuSigned by:  
  
 Buyer's Signature \_\_\_\_\_ 11/15/2019 \_\_\_\_\_ Date  
50E54970F775408

Seller's Signature \_\_\_\_\_ Date  
 The Town of Edinburg  
  
 Seller's Signature \_\_\_\_\_ 11/07/19 \_\_\_\_\_ Date  
 Mayor Donald W. Briggs

Buyer's Signature \_\_\_\_\_ Date

DocuSigned by:  
  
 Agent's Signature \_\_\_\_\_ 11/15/2019 \_\_\_\_\_ Date  
 Nathalie Mullins, President

DocuSigned by:  
  
 Agent's Signature \_\_\_\_\_ 10/30/2019 \_\_\_\_\_ Date  
 Cindy Grimes

**MARYLAND RESIDENTIAL PROPERTY DISCLOSURE AND DISCLAIMER STATEMENT**

Property Address: 140 S Seton Ave, Emmitsburg, MD 21727-9214

Legal Description: \_\_\_\_\_

**NOTICE TO SELLER AND PURCHASER**

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

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

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

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

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

**MARYLAND RESIDENTIAL PROPERTY DISCLOSURE STATEMENT**

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

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

How long have you owned the property? \_\_\_\_\_

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

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

DS  
APR

MD

Please indicate your actual knowledge with respect to the following:

1. Foundation: Any settlement or other problems?  Yes  No  Unknown  
Comments: \_\_\_\_\_
2. Basement: Any leaks or evidence of moisture?  Yes  No  Unknown  Does Not Apply  
Comments: \_\_\_\_\_
3. Roof: Any leaks or evidence of moisture?  Yes  No  Unknown  
Type of Roof: \_\_\_\_\_ Age: \_\_\_\_\_  
Comments: \_\_\_\_\_  
Is there any existing fire retardant treated plywood?  Yes  No  Unknown  
Comments: \_\_\_\_\_
4. Other Structural Systems, including exterior walls and floors:  
Comments: \_\_\_\_\_  
Any defects (structural or otherwise)?  Yes  No  Unknown  
Comments: \_\_\_\_\_
5. Plumbing system: Is the system in operating condition?  Yes  No  Unknown  
Comments: \_\_\_\_\_
6. Heating Systems: Is heat supplied to all finished rooms?  Yes  No  Unknown  
Comments: \_\_\_\_\_  
Is the system in operating condition?  Yes  No  Unknown  
Comments: \_\_\_\_\_
7. Air Conditioning System: Is cooling supplied to all finished rooms?  Yes  No  Unknown  Does Not Apply  
Comments: \_\_\_\_\_  
Is the system in operating condition?  Yes  No  Unknown  Does Not Apply  
Comments: \_\_\_\_\_
8. Electric Systems: Are there any problems with electrical fuses, circuit breakers, outlets or wiring?  
 Yes  No  Unknown  
Comments: \_\_\_\_\_
- 9A. Will the smoke alarms provide an alarm in the event of a power outage?  Yes  No  
Are the smoke alarms over 10 years old?  Yes  No  
If the smoke alarms are battery operated, are they sealed, tamper resistant units incorporating a silence/hush button, which use long-life batteries as required in all Maryland Homes by 2018?  Yes  No  
Comments: \_\_\_\_\_
9. Septic Systems: Is the septic system functioning properly?  Yes  No  Unknown  Does Not Apply  
When was the system last pumped? Date: \_\_\_\_\_  Unknown  
Comments: \_\_\_\_\_
10. Water Supply: Any problem with water supply?  Yes  No  Unknown  
Comments: \_\_\_\_\_  
Home water treatment system:  Yes  No  Unknown  
Comments: \_\_\_\_\_  
Fire sprinkler system:  Yes  No  Unknown  Does Not Apply  
Comments: \_\_\_\_\_  
Are the systems in operating condition?  Yes  No  Unknown  
Comments: \_\_\_\_\_
11. Insulation:  
In exterior walls?  Yes  No  Unknown  
In ceiling/attic?  Yes  No  Unknown  
In any other areas?  Yes  No Where? \_\_\_\_\_  
Comments: \_\_\_\_\_
12. Exterior Drainage: Does water stand on the property for more than 24 hours after a heavy rain?  
 Yes  No  Unknown  
Comments: \_\_\_\_\_  
Are gutters and downspouts in good repair?  Yes  No  Unknown  
Comments: \_\_\_\_\_

PS  
AR

MR

13. Wood-destroying insects: Any infestation and/or prior damage?  Yes  No  Unknown

Comments: \_\_\_\_\_

Any treatments or repairs?  Yes  No  Unknown

Any warranties?  Yes  No  Unknown

Comments: \_\_\_\_\_

14. Are there any hazardous or regulated materials (including, but not limited to, licensed landfills, asbestos, radon gas, lead-based paint, underground storage tanks, or other contamination) on the property?  Yes  No  Unknown

If yes, specify below \_\_\_\_\_

Comments: \_\_\_\_\_

15. If the property relies on the combustion of a fossil fuel for heat, ventilation, hot water, or clothes dryer operation, is a carbon monoxide alarm installed in the property?  Yes  No  Unknown

Comments: \_\_\_\_\_

16. Are there any zoning violations, nonconforming uses, violation of building restrictions or setback requirements or any recorded or unrecorded easement, except for utilities, on or affecting the property?  Yes  No  Unknown

If yes, specify below \_\_\_\_\_

Comments: \_\_\_\_\_

16A. If you or a contractor have made improvements to the property, were the required permits pulled from the county or local permitting office?  Yes  No  Does Not Apply  Unknown

Comments: \_\_\_\_\_

17. Is the property located in a flood zone, conservation area, wetland area, Chesapeake Bay critical area or Designated Historic District?  Yes  No  Unknown If yes, specify below \_\_\_\_\_

Comments: \_\_\_\_\_

18. Is the property subject to any restriction imposed by a Home Owners Association or any other type of community association?  Yes  No  Unknown If yes, specify below \_\_\_\_\_

Comments: \_\_\_\_\_

19. Are there any other material defects, including latent defects, affecting the physical condition of the property?  Yes  No  Unknown

Comments: \_\_\_\_\_

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

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

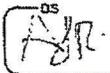
Seller(s) The Town of Emmitsburg Date \_\_\_\_\_

Seller(s) \_\_\_\_\_ Date \_\_\_\_\_

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

Purchaser \_\_\_\_\_ Date \_\_\_\_\_

Purchaser \_\_\_\_\_ Date \_\_\_\_\_



M

### MARYLAND RESIDENTIAL PROPERTY DISCLAIMER STATEMENT

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

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

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

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

Does the seller(s) have actual knowledge of any latent defects?  Yes  No If yes, specify:

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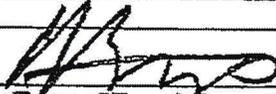
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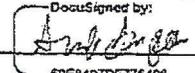
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Seller  Date 11/07/2019  
 The Town of Emmittsburg Mayor Donald N. Briggs  
 Seller  Date \_\_\_\_\_

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

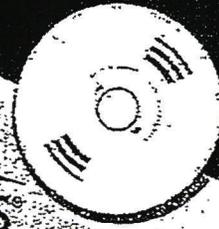
Purchaser  Date 11/15/2019  
DocuSigned by: Andrew D. [Signature]  
60E8497DF776408  
 Purchaser \_\_\_\_\_ Date \_\_\_\_\_

AA

# SMOKE ALARM LAWS

## 2018

## Maryland REALTORS



### AS OF JANUARY 1, 2018 - MARYLAND LAW REQUIRES:

#### IF BATTERY OPERATED ONLY, ALARM MUST:

- Be powered by 10-year sealed battery
- Have a silence/hush feature

#### IF HARDWIRED ALTERNATING CURRENT (AC) ALARM:

- May NOT be older than 10 years from the date of manufacture\*

ONE ALARM MUST BE LOCATED ON EACH LEVEL OF THE DWELLING INCLUDING THE BASEMENT

**NOTE: REGARDLESS OF WHEN BUILT,** battery operated only alarms must be powered by 10-year sealed batteries, and no unit, whether battery operated or AC, may be older than 10 years. Types of alarms found in homes have changed over time based on requirements at the time of construction.

BUILT BEFORE  
7/1/75



Located  
Each hallway outside  
bedroom(s)

BUILT BETWEEN  
7/1/75 - 7/1/89



Located  
Each hallway outside  
bedroom(s)

BUILT BETWEEN  
7/1/89 - 7/1/90



Located  
Each hallway outside  
bedroom(s)

BUILT BETWEEN  
7/1/90 - 7/1/93



**BB**

Located  
Each hallway outside  
bedroom(s)

BUILT AFTER  
7/1/93



**BB** OR 2nd \*

Located  
Each hallway outside  
bedroom(s) AND in  
each bedroom

### BEWARE!

- Hardwired AC Alarms must be replaced with hardwired alarms of the same type.
  - Additional alarms required as of January 1, 2018 (such as in basement) may be battery operated if they are 10-year sealed battery alarms with a silence/hush button feature.
  - A seller who fails to comply with the law is subject to a fine, imprisonment, or both.
  - As required by law, key information about alarms that is shared with a REALTOR® is considered a material fact that must be disclosed to all parties.
- \*NOTE: Date of manufacture will be marked on back of smoke alarm. If no date is printed on device, it should not be used.

### KEY

- Battery powered alarm
- AC Alarm powered by alternating current (hardwired)
- AC/AC1 hardwired interconnected alarm
- BB Battery Backup
- 2nd \* - Alternate secondary power source (i.e. WiFi or Radio Frequency)

DS  
AJP

NA



Authorization and Agreement to Negotiate Contract/Lease  
And Conduct Transaction Electronically

The Contract of Sale/Lease dated \_\_\_\_\_, Address 140 S Seton Ave  
City Emmitsburg, State MD Zip 21727-9214  
Between Seller/Landlord The Town of Emmitsburg

And Buyer/Tenant \_\_\_\_\_

\_\_\_\_\_ is hereby amended by the incorporation of this Addendum, which shall supersede any provisions to the contrary in the Contract/Lease.

In accordance with the Uniform Electronic Transactions Act ("UETA") and the Electronic Signatures in Global and National Commerce Act, or "E-Sign" ("The Act"), and other applicable state or local legislation regarding Electronic Signatures and Transactions, the undersigned do hereby expressly authorize and agree to the use of electronic signatures ("E-sigs") as an additional method of signing and/or initialing this Contract/Lease.

In the event a third party to the transaction completed by this Contract/Lease (Lender, Title, Insurer, Hazard Insurance Company, etc.) requires that the Agreement be executed with handwritten signature(s), the parties mutually agree to re-execute the documents comprising the Contract/Lease with handwritten signatures in a timely manner. The Buyer and Seller are advised to confirm the acceptance of the use of E-Sigs with third parties in advance.

[Handwritten Signature] 11/07/19  
\_\_\_\_\_  
Seller's Signature/Date  
The Town of Emmitsburg  
Mayor Donald N. Briggs [Initials]  
\_\_\_\_\_  
Seller's Signature/Date

DocuSigned by:  
[Handwritten Signature] 11/15/2019  
\_\_\_\_\_  
Buyer's Signature/Date  
\_\_\_\_\_  
Buyer's Signature/Date



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This form is intended for use by members only.  
Revised May 2017



R



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

148 S Seton Ave

Property Address: Emmitsburg, MD 21727-9214

SELLER/LANDLORD REPRESENTS AND WARRANTS, INTENDING THAT SUCH BE RELIED UPON REGARDING THE ABOVE PROPERTY, THAT (SELLER/LANDLORD TO INITIAL APPLICABLE LINE): NR housing was constructed prior to 1978 OR NR 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) NR Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

Property was built in 1910. Property has lead-based paint. Last MDE report on 2/8/2016

(ii) NR 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) NR 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).

- MDE Form 330 - Lead Paint Risk Reduction
- Form C - Dust Inspection

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

(d) NR Buyer/Tenant has received the pamphlet Protect Your Family from Lead in Your Home.

(e) Buyer has (initial (i) or (ii) below):

(i) NR 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) NR 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) CG 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 Mary Margaret N. Briggs 11/07/19 Date
The Town of Emmitsburg mw

DocuSigned by: [Signature] 11/25/2019 Date
Buyer/Tenant [Signature] 11/25/2019 Date

Seller/Landlord Cynthia Grimes 10/30/2019 Date
Seller's/Landlord's Agent Cindy Grimes

DocuSigned by: [Signature] 11/15/2019 Date
Buyer's/Tenant's Agent Nathalie Mullins, President



10/17

1/3



MARYLAND LEAD POISONING PREVENTION PROGRAM DISCLOSURE

140 S Seton Ave

Property Address: Emmitsburg, MD 21727-9214

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 [initials] is or [initials] 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) [initials] has; or [initials] 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) [initials] will; OR [initials] will not perform the required treatment prior to transfer of title of the Property to Buyer. N/A

ACKNOWLEDGEMENT: Buyer acknowledges by Buyer's initials that Buyer has read and understands the above Paragraphs. [initials] (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 [initials] 11/07/19 Date
The Town of Emmitsburg N. Briggs

DocuSigned by: [initials] 11/15/2019 Date
Buyer 50E8497DF776406

Seller Date

Buyer Date

DocuSigned by: Cynthia Grimes 10/30/2019 Date
Seller's Agent Cindy Grimes

DocuSigned by: Nathalie Mullinix, President 11/15/2019 Date
Buyer's Agent



10/17



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M&B Real Estate, Inc., 1312 Water Street, Thurgood, MD 21788 Phone: 301-788-6354 Fax: 301-271-4887 144 S Seton Ave
Cynthia Grimes Produced with zipForm® by zipLogix 16070 Fifteen Mile Road, Fraser, Michigan 48026 www.zipLogix.com

3



**AS IS ADDENDUM**

ADDENDUM dated \_\_\_\_\_ to Contract of Sale  
between Buyer \_\_\_\_\_ and Seller \_\_\_\_\_  
for Property known as The Town of Emmitsburg  
140 S Seton Ave, Emmitsburg, MD 21727-9214

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

The Property is sold in "AS IS" condition as of the Date of Contract Acceptance. Seller makes no warranty, express or implied, as to the condition of the Property or any equipment or system contained therein. Seller agrees to comply with Section 10-702 of the Real Property Article of the Annotated Code of Maryland if applicable (*Residential Property Disclosure and Disclaimer*). The parties agree that all paragraphs in the Contract pertaining to property condition (Paragraph 22) and wood destroying insects (Paragraph 19) are hereby deleted from the Contract except that Buyer retains the right to walk through the Property within five (5) days prior to settlement.

Buyer and Seller agree to initial only one of the following:

Change B from 10 days to 12 days

**A. "AS IS" WITHOUT INSPECTION(S)**

The Property is sold in "AS IS" condition as of the Date of Contract Acceptance without any inspection(s) or contingencies regarding the condition of the Property.

**B. "AS IS" WITH INSPECTION(S) AND RIGHT TO TERMINATE**

The Property is sold in "AS IS" condition as of the Date of Contract Acceptance. Buyer, at Buyer's expense, may have the Property inspected. In the event Buyer is dissatisfied with the results of any inspection(s), Buyer, upon written notice to Seller given within ~~10~~ Days from the Date of Contract Acceptance, shall have the unconditional right to terminate the Contract. If Buyer elects to terminate the Contract, the Contract shall become null and void, and Deposit(s) shall be disbursed in accordance with the Deposit paragraph of the Contract. If Buyer fails to have inspection(s) performed or fails to submit written notice of termination within the time period specified, Buyer shall have no right thereafter to terminate the Contract and the Contract shall remain in full force and effect.

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

If Buyer or Buyer's agents or contractors damage the Property during any inspection(s), Buyer shall be responsible for all costs incurred in correcting such damage. Buyer's responsibility for all costs incurred in correcting any damage shall survive termination of the Contract.

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

DocuSigned by:  
  
Buyer Signature \_\_\_\_\_ Date 11/15/2019

Seller Signature \_\_\_\_\_ Date 11/07/19  
The Town of Emmitsburg  
*Donald A. Briggs*  
*CW*



4



## FREDERICK COUNTY NOTICES AND DISCLOSURES

This disclosure statement is attached to and hereby made a part of the Contract dated February 11, 2019  
 between Amanda Lee Rhodes (Buyers(s)) and  
The Town of Emmitsburg (Seller(s)) for the property  
 located in the County of Frederick, State of Maryland, described as 140 S Seton Ave, Emmitsburg, MD  
21727-9214 (the "Property").

1. **MASTER PLANS AND ZONING ORDINANCES:** Buyers have the right to review any applicable master plans and zoning ordinances, including but not limited to: Frederick Municipal Airport Overlay Zone, Historic Preservation Overlay District, National Register of Historic Places, Livable Frederick Master Plan, Carroll Creek Overlay District, and Monocacy Scenic River Management Plan, or other maps and information relating to planned land uses, roads, highways and the location of parks and other public facilities affecting the property. This information may be found online or at most local, county or state offices such as Parks and Recreation, Planning and Zoning, etc.
2. **FREDERICK COUNTY RIGHT TO FARM ORDINANCE NO. 96-23-175:** FREDERICK COUNTY ALLOWS AGRICULTURAL OPERATIONS (as defined in the Frederick County Right to Farm Ordinance) WITHIN THE COUNTY. Buyer(s) may be subject to inconveniences or discomforts arising from such operations, including but not limited to: noise, odors, fumes, dust, flies, the operation of machinery of any kind during any 24-hour period (including aircraft), vibration, the storage and disposal of manure, and the application by spraying or otherwise of chemical fertilizers, soil amendments, and pesticides. Frederick County has determined that inconveniences or discomforts associated with such agricultural operations shall not be considered to be an interference with reasonable use and enjoyment of land, if such operations are conducted in accordance with generally accepted agricultural management practices. Frederick County has established a Agricultural Reconciliation Committee to assist in the resolution of disputes which might arise between persons in this County regarding whether agricultural operations conducted on agricultural lands are causing an interference with the reasonable use and enjoyment of land or personal well-being and whether those operations are being conducted in accordance with generally accepted agricultural practices. If you have any question concerning this policy or the Reconciliation Committee, please contact the Frederick County Planning Department.
3. **SPECIAL TAXING DISTRICT OR COMMUNITY DEVELOPMENT AUTHORITY (CDA):** The property may be part of a Special Taxing District or Community Development Authority (CDA). There are Special Taxing Districts and CDAs in Frederick County, including but not limited to: Lake Linganore CDA, Urbana CDA, Brunswick Crossing, Lake Linganore-Oakdale CDA, Jefferson Tech Park, and others. For the most accurate and up-to-date information, please contact MuniCap, Inc. at (443) 539-4101.

If this sale is subject to a tax or fee of a Special Taxing District or CDA, State law requires that the seller disclose to the buyer at or before the time the contract is entered into, or within 20 calendar days after entering into the contract, certain information concerning the property being purchased. The content of the information to be disclosed is set forth in §10-704 of the Real Property Article of the Maryland Annotated Code and includes the amount of the current annual tax or fee, the number of years remaining for the tax or fee, and a statement of whether any tax or fee against the property is delinquent.

- The amount of the current annual tax or fee of the Special Taxing District or Community Development Authority on the property is \$ \_\_\_\_\_.
- The number of years remaining for the tax or fee of the Special Taxing District or Community Development Authority on the property is \_\_\_\_\_.
- Any tax or fee of the Special Taxing District or Community Development Authority against the property  is delinquent or  is not delinquent.

SELLER <u><i>[Signature]</i></u> <u>11/07/19</u> DATE The Town of Emmitsburg	DocuSigned by: <u><i>[Signature]</i></u> <u>11/15/2019</u> DATE BUYER <small>00E84970F778408</small>		
SELLER	DATE	BUYER	DATE





**INCLUSIONS/EXCLUSIONS AND UTILITIES ADDENDUM TO  
 EXCLUSIVE RIGHT TO SELL RESIDENTIAL BROKERAGE AGREEMENT**  
 For the sole purpose of assisting the agent in preparing an offer and  
 is not to be part of the Contract of Sale

ADDENDUM dated November 5, 2019 to Exclusive Right to Sell Residential Brokerage Agreement  
 between Seller(s) The Town of Emmitsburg  
 and Broker J&B Real Estate, Inc Cindy Grimes  
 for Property known as 140 S Seton Ave  
Emmitsburg, MD 21727-9214

**INCLUSIONS/EXCLUSIONS:** Seller intends for these items marked below to be included in the sale of the property unless otherwise negotiated:

- | INCLUDED                                       | INCLUDED  | INCLUDED   | INCLUDED   |
|--|---|--|--|
| <input type="checkbox"/> Alarm System          | <input checked="" type="checkbox"/> Exist W/W Carpet  | <input type="checkbox"/> w/ice maker               | <input type="checkbox"/> Water Filter            |
| <input type="checkbox"/> Built-in Microwave    | <input type="checkbox"/> Fireplace Screen/Doors       | <input type="checkbox"/> Satellite Dish            | <input type="checkbox"/> Water Softener          |
| <input type="checkbox"/> Ceiling Fan(s) #      | <input type="checkbox"/> Freezer                      | <input type="checkbox"/> Screens                   | <input type="checkbox"/> Window A/C Unit(s)<br># |
| <input type="checkbox"/> Central Vacuum        | <input type="checkbox"/> Furnace Humidifier           | <input type="checkbox"/> Shades/Blinds             | <input type="checkbox"/> Window Fan(s)<br>#      |
| <input type="checkbox"/> Clothes Dryer         | <input type="checkbox"/> Garage Opener(s) #           | <input type="checkbox"/> Storage Shed(s) #         | <input type="checkbox"/> Wood Stove              |
| <input type="checkbox"/> Clothes Washer        | <input type="checkbox"/> w/remote(s) #                | <input type="checkbox"/> Storm Doors               |  |
| <input type="checkbox"/> Cooktop               | <input type="checkbox"/> Garbage Disposer             | <input type="checkbox"/> Storm Windows             |  |
| <input type="checkbox"/> Dishwasher            | <input type="checkbox"/> Hot Tub, Equip. & Cover      | <input checked="" type="checkbox"/> Stove or Range |  |
| <input type="checkbox"/> Drapery/Curtain Rods  | <input type="checkbox"/> Intercom                     | <input type="checkbox"/> T.V. Antenna              |  |
| <input type="checkbox"/> Draperies/Curtains    | <input type="checkbox"/> Playground Equipment         | <input type="checkbox"/> Trash Compactor           |  |
| <input type="checkbox"/> Electronic Air Filter | <input type="checkbox"/> Pool, Equip. & Cover         | <input type="checkbox"/> Wall Mount T.V. Brackets  |  |
| <input type="checkbox"/> Exhaust Fan(s) #      | <input checked="" type="checkbox"/> Refrigerator(s) # | <input type="checkbox"/> Wall Oven(s) #            |  |

ADDITIONAL INCLUSIONS (Specify):

EXCLUSIONS (Specify):

LEASED ITEMS: FUEL TANKS, SOLAR PANELS AND OTHER ITEMS: Seller's intentions with regard to any leased items are as follows:

**UTILITIES: WATER, SEWAGE, HEATING AND CENTRAL AIR CONDITIONING: (Check all that apply)**

- Water Supply:  Public  Well  
 Sewage Disposal:  Public  Septic  
 Heating:  Oil  Gas  Elec.  Heat Pump  Other \_\_\_\_\_  
 Hot Water:  Oil  Gas  Elec.  Other \_\_\_\_\_  
 Air Conditioning:  Gas  Elec.  Other \_\_\_\_\_

Seller The Town of Emmitsburg 11/07/19 Date  
Mayor Donald W. Briggs Seller 10/19 Date

DS

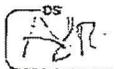
17.36.020 - Uses permitted in the village zone (VZ).

Uses permitted in the village zone are as follows:

- A. Town houses, duplexes, multifamily and single-family dwellings;
- B. Schools, libraries, museums, parks, playgrounds and community centers;
- C. Nursery schools or child day care centers provided the play area is fully fenced and one parking space per employee is provided, and one hundred (100) square feet of open space per child is provided;
- D. Boarding & lodging and bed & breakfast inns; if one additional paved off-street parking spaces per bedroom is provided;
- E. Medical centers, rest homes and nursing homes; provided off-street parking is provided for each attendant or worker and for each three patients to be cared for therein;
- F. Clubs, lodges, hospitals, sanitariums, institutions and fire departments;
- G. Neighborhood Retail Outlets. Furniture, clothing, dry goods, shoe and variety service, and sales and service for small and large appliances;
- H. Food, Drug and Beverages. Grocery, fruit or vegetable stores, meat markets, delicatessens, drug stores, bakery in conjunction with retail sales, restaurants, tea rooms, and cocktail lounges; retail wine and spirit shops;
- I. Specialty Shops. Gift shops, jewelry stores, magazine, book, and stationery outlets; except no store that sells pornographic or other obscene materials shall be permitted; florist shops, camera and photography shops, and studios, sporting goods, antique shops, taxidermists, bicycle sales and service;
- J. Service and Recreation. Laundromats, dry cleaning and laundry pickup stations, barber and beauty shops, dressmaking and millinery shops, shoe repair and tailor shops, mortuaries, indoor storage, commercial recreation, repair shops for small appliances and small articles, newspaper printing, and publishing facilities, print shops, print brokers, furnace, heating, computer, plumbing and tire shops, volunteer fire departments, and ambulance service, public service buildings and offices, and meeting places for nonprofit organizations, sales and service of small and medium size outdoor power equipment, not to exceed 25 hp and 2500 lb in weight;
- K. Business and Professional Office. Medical and dental offices and clinics, law offices, insurance and real estate offices, banks, finance, and utility company offices;
- L. Home occupation.
- M. Family day care home licensed by the state.
- N. Place of worship, theatre, auditorium.

(Ord. 04-21 (part); Ord. 04-09; Ord. 00-16; prior code Art. XI (Art. V-A § (part)))

(Ord. No. 13-13, 11-18-13; Ord. No. 12-05, 5-21-12; Ord. No. 17-12, 9-5-17)





**SELLER CONTRIBUTION ADDENDUM**

ADDENDUM dated November 15, 2019 to Contract of Sale

between Buyer Amanda Lee Rhodes

and Seller Town Of Emmitsburg

for Property known as 140 S Seton Ave, Emmitsburg, MD 21727-9214

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

In addition to any other amount(s) which Seller has agreed to pay under other provisions of the Contract, (example: origination/discount points, transfer/recording tax, lender fees), Seller shall credit Buyer at the time of settlement with the sum of \$ 9,600.00 OR N/A % of Purchase Price towards Buyer's settlement costs. It is Buyer's responsibility to confirm with lender that the entire credit provided for herein may be utilized. If lender prohibits Seller from payment of any portion of such credit, then said credit shall be reduced to the maximum amount allowed by lender.

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

DocuSigned by:  
  
Buyer Signature 11/15/2019 Date  
**Amanda Lee Rhodes**

Seller Signature 12/4/19 Date  
**Town Of Emmitsburg**

Buyer Signature \_\_\_\_\_ Date \_\_\_\_\_

Seller Signature \_\_\_\_\_ Date \_\_\_\_\_





**USDA FINANCING ADDENDUM**

ADDENDUM dated November 15, 2019 to Contract of Sale  
between Buyer Amanda Lee Rhodes  
and Seller Town Of Emmitsburg  
for Property known as 140 S Seton Ave, Emmitsburg, MD 21727-9214

The Contract is contingent upon Buyer obtaining a mortgage through the United States Department of Agriculture ("USDA") and secured by the Property as follows:

**1. LOAN DETAILS:**

Rural Housing Guarantee Fee \$	<u>TBD</u>	Loan Program	<u>USDA</u>
Base Loan Amount	\$ <u>165,000.00</u>	TERM OF LOAN	<u>30</u> Years
TOTAL LOAN AMOUNT	\$ <u>167,000.00</u>	INITIAL INTEREST RATE	<u>prevailing</u> %

Buyer agrees to pay to Lender loan origination/discount fees of prev. % of the loan amount, and Seller agrees to pay loan origination/discount fees of N/A % of the loan amount. Buyer shall receive the benefit of any reduction in said fees. All loan insurance premiums as required by Lender shall be paid by Buyer.

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

**2. MONTHLY PAYMENT:** Payments to Lender shall include monthly principal and interest, plus one-twelfth of the annual real property taxes, ground rent, special assessments or charges, if any, hazard insurance premium, flood insurance premium, private mortgage insurance where required, and the monthly Annual Rural Development fee.

**3. LOAN UNDERWRITING:** Buyer and Seller understand that Lender will have to resubmit the loan to underwriting if, from the time Buyer's loan application was approved to the time of settlement, there are any increases to the interest rate and/or the loan origination/discount fees. To the extent such changes do not conflict with the conditions of the Contract, Buyer agrees to comply with Lender's request for additional or updated information as required to approve the loan.

**4. USDA AMENDATORY CLAUSE:** It is expressly agreed that, notwithstanding any other provisions of this Contract, Buyer shall not be obligated to complete the purchase of the Property described herein or to incur any penalty by forfeiture of deposit or otherwise unless Buyer has been given in accordance with HUD/USDA or VA requirements a written statement by the Federal Housing Commissioner, Department of Veterans Affairs, or a Direct Endorsement Lender setting forth the appraised value of the Property of not less than the Purchase Price. Buyer shall have the privilege and option for five (5) days after receipt of the appraisal to proceed with the consummation of this Contract without regard to the appraised value by giving Seller written notice of Buyer's intention to do so. The appraised value is arrived at to determine the maximum mortgage that the USDA will insure. The USDA does not warrant the value or condition of the Property. Buyer should ensure that the price and condition of the Property are acceptable to Buyer. If Buyer and Seller agree to adjust the Purchase Price to the appraised value, Buyer covenants and agrees to be bound to proceed with consummation hereof at the appraised value. A new USDA Amendatory Clause is not required. However, the loan application package must include the original Contract along with the revised or amended Contract. If Buyer and Seller do not agree to adjust the Purchase Price to the appraised value, then this Contract shall be null and void.



Buyer

Seller



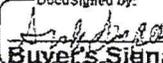
5. **MORTGAGE INSURANCE/RURAL HOUSING GUARANTEE FEE:** Buyer agrees to pay a Rural Housing Guarantee Fee as required by USDA regulations. The Rural Housing Guarantee Fee must be paid at the time of settlement in cash or included in the loan amount; and in addition, a Rural Development Annual Premium equal to a percentage of the loan amount must be paid monthly thereafter if required under the terms of the loan.

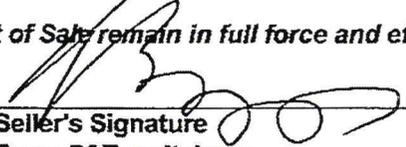
6. **TERMITE INSPECTION:** Notwithstanding the provisions of the Termite Inspection paragraph of the Contract, Buyer and Seller acknowledge that in all transactions involving USDA financing, all fences and outbuildings shall be included in the inspection certification.

7. **LENDER REQUIRED REPAIRS:** In the event USDA and/or Lender require any repairs or improvements ("Required Repairs") be made to the Property, Seller agrees to perform the Required Repairs and to pay the cost thereof at or prior to settlement, provided the total cost of the Required Repairs does not exceed \$ 500.00 ("Repair Amount"). **Seller's obligation to perform and pay for the Required Repairs shall be in addition to Seller's other obligations under the terms of the Contract.** Should the cost of Required Repairs exceed the Repair Amount:

- A. Seller may elect to pay the total cost of the Required Repairs, in which event the Contract shall remain in full force and effect.
- B. Seller may terminate the Contract by written notice to Buyer, which must include a written estimate of the cost of the Required Repairs. Said written notice shall be provided to Buyer within five (5) days of Seller's receipt of written estimate(s).
- C. The Contract shall remain in full force and effect if, within five (5) days of Buyer's receipt of Seller's notice of termination, Buyer elects, in writing, to pay the difference between the cost of the Required Repairs and the Repair Amount listed above.
- D. If neither Buyer nor Seller elects to pay the excess cost of any Required Repairs, the Contract shall be null and void; and the Deposit(s) shall be disbursed in accordance with the Deposit(s) paragraph of the Contract.

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

DocuSigned by:  
  
 Buyer's Signature \_\_\_\_\_ 11/15/2019 Date  
 Amanda Lee Rhodes

  
 Seller's Signature \_\_\_\_\_ 11/14/19 Date  
 Town Of Emmitsburg

Buyer's Signature \_\_\_\_\_ Date

Seller's Signature \_\_\_\_\_ Date



### AMENDMENT/ADDENDUM

ADDENDUM NUMBER 1 to CONTRACT OF SALE/LEASE dated \_\_\_\_\_

BUYER(S)/TENANT(S): Amanda Lee Rhodes

SELLER(S)/LANDLORD(S): Town Of Emmitsburg

PROPERTY: 140 S Seton Ave, Emmitsburg, MD 21727-9214

For valuable consideration, receipt of which is hereby acknowledged, we, the undersigned parties hereby agree as follows;  
Basement has water ~~damage~~ infiltration after/during a heavy rain.

*AR*  
~~Sellers have obtained estimates and approved the work to be done. Estimate also recommends a block foundation to be added on perimeter. Seller agrees to complete this as well at no cost to the buyer.~~

11/24/2019

All work to be completed by licensed professionals prior to settlement.

Attached approved estimate is attached to and made part of this contract.

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

DocuSigned by:  
*Amanda Lee Rhodes* (SEAL) 11/15/2019  
Buyer/Tenant Date  
Amanda Lee Rhodes

Buyer/Tenant (SEAL) \_\_\_\_\_  
Date

*Manya* (SEAL) 12/4/19  
Seller/Landlord Date  
Town Of Emmitsburg

Seller/Landlord (SEAL) \_\_\_\_\_  
Date



**TFJ Excavating LLC**

7118B Blue Mountain Rd  
MD 21788

Phone # 301-524-5262

tjexcavatingap@gmail.com

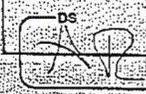
**Estimate**

Date	Estimate #
10/2/2019	11

Name / Address
Town of Emmitsburg Steve Fissel 300A. S. Seton Avenue Emmitsburg, MD 21727

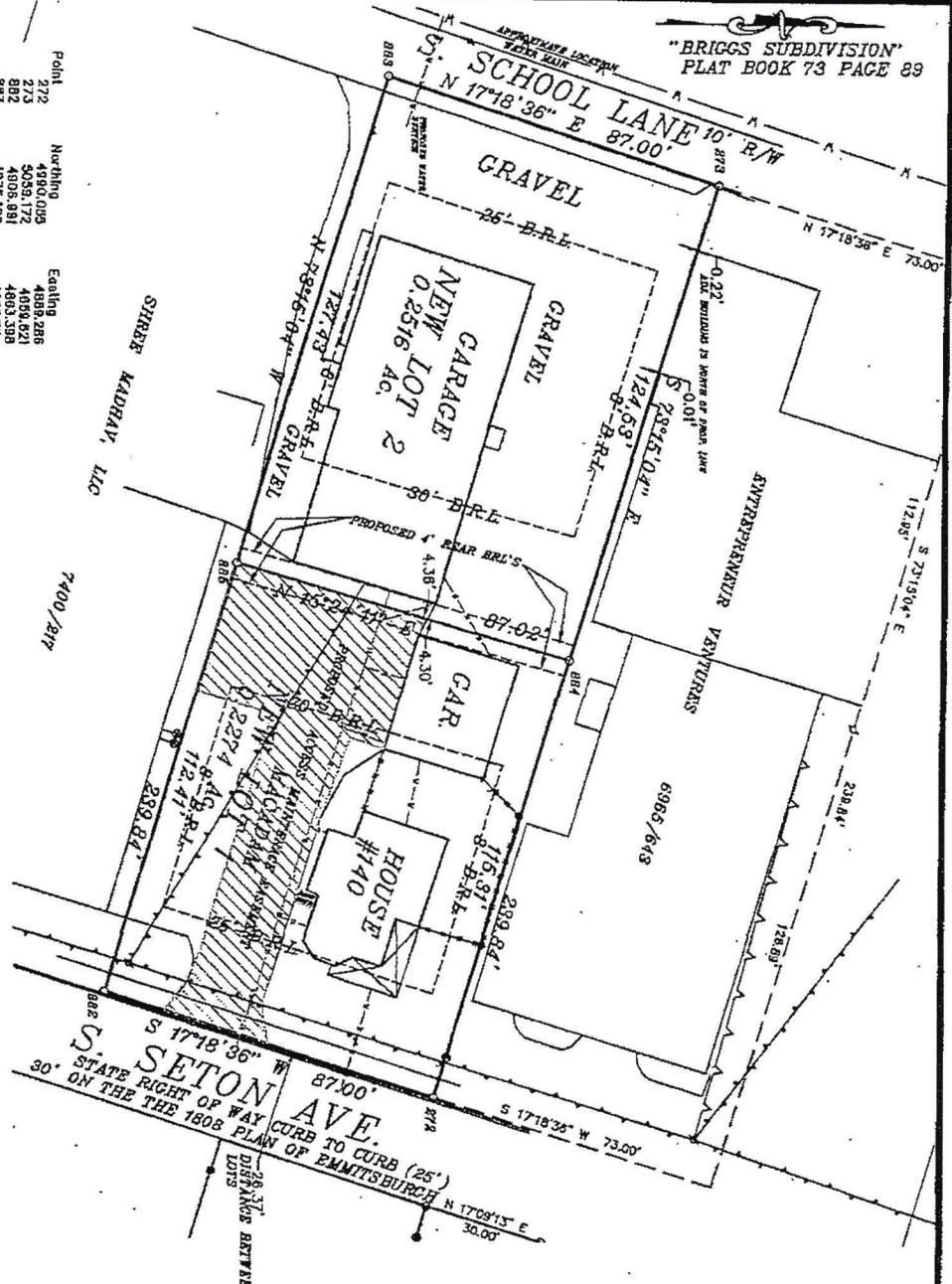
Description	Qty	Rate	Project
			Total
Cutting concrete slab, dig out around foundation on inside, lay 3: drain tile, install subpump basin and new subpump and 57 stone.	1	9,600.00	9,600.00
Addition charge if sloping ground away from house for water to drain properly.	1	500.00	500.00

<b>Total</b>			\$10,100.00
--------------	--	--	-------------

ds  
  
 11/25/2019

*Handwritten initials*

"BRIGGS SUBDIVISION"  
PLAT BOOK 73 PAGE 83



Point	Northing	Easting
272	4990.095	4808.286
273	5059.172	4850.821
882	4808.981	4863.398
883	4976.108	4833.733
884	5023.284	4770.898
885	4939.388	4765.755

SURVEY & PLAT BY  
R.F. GAUSS & ASSOC., INC.  
PROFESSIONAL LAND SURVEYORS  
Emmitsburg, Maryland 21722  
301-441-2222 FAX 301-441-1188

OWNER:  
TOWN OF EMMITSBURG  
Emmitsburg, MD 21727

TOTAL AREA OF SUBDIVISION = 20908.1 SQ.FT. OR 0.4790 AC.  
NEW LOT 1 = 9905.9 SQ.FT. OR 0.2274 AC.  
LOT 2, REMAINDER = 11002.2 SQ.FT. OR 0.2516 AC.

APPROVED:  
TOWN OF EMMITSBURG PLANNING COMMISSION

DATE: CHINAUVI

NOTES:  
1. ALL LOTS TO BE SERVED BY PUBLIC WATER AND SEWER.  
2. A SIX FOOT WIDE DRAINAGE AND UTILITY EASEMENT IS RESERVED.  
3. UTILITY LOCATIONS SHALL BE APPROXIMATED FROM COMPILATION  
4. OF FIELD AND RECORD DATA AND MUST BE COMPRISED PRIOR TO  
5. CONSTRUCTION. CONDUITY WATER AND SEWER STREET AND FIRE A  
6. FRONT OF DISCHARGE HAVE BEEN APPROVED BY THE ALBANY PLANT  
7. DEPARTMENT OF HEALTH. CLASSIFICATION: WATER - W, SEWER - S1.

APPROVED:  
TOWN OF EMMITSBURG

DATE: 7/10/2019

SYMBOLS:  
● REBAR & CAP SET  
○ 1-2" DIA. TO  
-X- WATER VALVE  
-W- UTILITY POLE & WIRES  
-S- WATER LINE  
-SS- SEWER LINE

COMBINED PRELIMINARY - FINAL PLAT  
TOWN OF EMMITSBURG DIVISION

SITUATED AT #140 SOUTH SETON AVENUE  
TOWN OF EMMITSBURG  
EMMITSBURG ELECTION DISTRICT # 5  
FREDERICK COUNTY, MARYLAND

DATE: 3 JUNE, 2019 SCALE: 1" = 20'  
PLAT NO. 300 P-1485

**SURVEYOR'S CERTIFICATION**

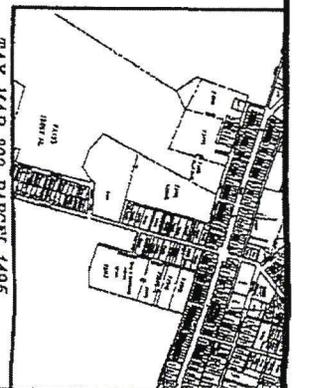
I HEREBY CERTIFY THAT THE FINAL PLAT SHOWN HEREON, TO THE BEST OF MY PROFESSIONAL KNOWLEDGE, INFORMATION, AND BELIEF, WAS PREPARED AND DRAWN IN ACCORDANCE WITH THE LAND SURVEYING ACT OF 1948 AND THE REGULATIONS THEREUNDER, AND THAT THE RECORDS OF FREDERICK COUNTY IN LIEU OF 6180 FOLD 113, AND THAT THE REQUIREMENTS OF THE ANNOTATED CODE OF MARYLAND, REAL PROPERTY BOOK, TITLE 3, SECTION 3-109, AND THE REQUIREMENTS OF THE FREDERICK COUNTY ZONING ORDINANCE, SECTION 16-03, AS ENACTED OR AMENDED SO FAR AS IT MAY CONCERN THE MAKING OF THIS PLAT AND THE SETTING OF MONUMENTS AND MARKERS HAVE BEEN COMPLIED WITH.

DATE: 3 JUNE, 2019  
BY: CHRISTOPHER GAUSS, P.L.S. # 912  
MAY LICENSE EXPIRES 3/20/21

**OWNER'S DEDICATION & CERTIFICATION**

WE, THE TOWN OF EMMITSBURG, OWNER OF THE PROPERTY SHOWN & REFERRED TO IN THIS PLAT OF SUBDIVISION, AND IN CONSIDERATION OF THE APPROVAL OF THIS SUBDIVISION BY THE PLANNING COMMISSION, ESTABLISH THE MINIMUM BUILDING RESTRICTION LINES AND DEDICATE THE STREETS, WALKWAYS, AND OTHER EASEMENTS TO PUBLIC USE, UNLESS OTHERWISE NOTED ON THIS PLAT. THERE ARE NO SURVIVORS OF LAW, LEASES, LIENS, MORTGAGES, TRUSTS, EASEMENTS, OR RIGHTS OF WAY AFFECTING THE PROPERTY INCLUDED IN THIS PLAN OF SUBDIVISION, AND THAT THE REQUIREMENTS OF THE ANNOTATED CODE OF MARYLAND, REAL PROPERTY BOOK, TITLE 3, SUBTITLE 1, SECTION 3-109, AND THE REQUIREMENTS OF THE FREDERICK COUNTY ZONING ORDINANCE, SECTION 16-03, AS ENACTED OR AMENDED SO FAR AS IT MAY CONCERN THE MAKING OF THIS PLAT AND THE SETTING OF MONUMENTS AND MARKERS HAVE BEEN COMPLIED WITH.

DATE: 3 JUNE, 2019  
BY: HAYDEN OF EMMITSBURG



DS  
A/R



# 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

June 2017



**SELLER'S ESTIMATED CLOSING COSTS**

Prepared By: \_\_\_\_\_

Property Address: **140 S Seton Ave, Emmitsburg, MD 21727-9214**

	Option 1	Option 2	Option 3	Option 4
<b>SALE PRICE:</b>	165,000.00	170,000.00		
Closing Cost Credit to Buyer	9,600.00	9,600.00		
Payoff of 1st Mortgage				
Payoff of 2nd Mortgage/Home Equity Line of Credit				
Additional Mortgage/Lien Payoff				
Commission	8,250.00	8,500.00		
Additional Commission/Broker Fee				
*State Transfer Tax (Seller's Portion)	412.00	442.00		
*State Recordation Tax (Seller's Portion)	990.00	1,020.00		
*Local Transfer Tax (Seller's Portion)				
Settlement Fee/Deed Preparation Fee	400.00	400.00		
Lien Release/Payoff Service Fees	150.00	150.00		
Final Water & Sewer Payments	400.00	400.00		
Outstanding Property Taxes				
Outstanding HOA/Condo Association Dues				
HOA/Condo Association Resale Package				
Home Warranty				
Seller-Paid FHA/VA Fees				
Termite Inspection				
Well/Septic Inspection				
Repairs	500.00	500.00		
OTHER:				
Cost of block wall				
<b>ESTIMATED NET TO/FROM SELLER:</b>	<b>144,298.00</b>	<b>148,988.00</b>		

\*Information may be obtained from Maryland State Department of Assessments and Taxation at [www.dat.state.md.us/sdatweb/transfer.html](http://www.dat.state.md.us/sdatweb/transfer.html).

The amounts shown above are estimates of typical closing costs for the sale of a residential property in Frederick County, Maryland, and are not guaranteed by the broker or agent. Closing costs may vary and are subject to change. Should you owe money at closing, you will be required to have certified funds (cashier's check or bank wire) for payment of the final amount due.

Acknowledgement of receipt:

Seller: The Town of Emmitsburg      Date: 12/4/19      Seller: \_\_\_\_\_      Date: \_\_\_\_\_  
 Updated November 2011

*Maryland*  
**REALTORS**

**PROPERTY INSPECTIONS ADDENDUM**

ADDENDUM dated November 15, 2019 to Contract of Sale  
between Buyer Amanda Lee Rhodes  
and Seller Town Of Emmitsburg  
for Property known as 140 S Seton Ave, Emmitsburg, MD 21727-9214

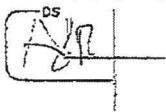
The following provisions are included in and supersede any conflicting language in the Contract.

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

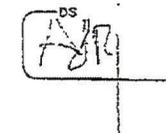
**1. SCOPE AND LIMITATIONS OF INSPECTIONS:** The purpose of any inspection(s) selected below is to discover unsatisfactory conditions, if any, of the components and systems of the Property, and any other conditions identified in the subsections below. The future condition and performance of the above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

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

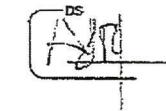
**2. ITEMS TO BE INSPECTED:**

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**A. Structural and Mechanical:** Buyer, at Buyer's expense, has the right to have the Property inspected by a qualified professional engineer, licensed home inspector, or other expert selected by Buyer. Such inspection shall be completed and in the event unsatisfactory conditions are found, a copy of the entire inspection report shall be submitted to Seller, together with a written statement indicating what conditions in the report are considered unsatisfactory and what corrective action is required, within Twelve ( 12 ) days from the Date of Contract Acceptance. Inspection may include, but is not limited to, foundations and/or basement (including chronic water penetration), floor systems, ceilings, doors and windows, roof, insulation, exterior and interior wall systems, decks, porches, garages, plumbing, and electrical systems, heating and cooling systems and components, appliances, and mechanical equipment, and also other conditions as noted: \_\_\_\_\_

<sup>DS</sup>  


**B. Mold:** Buyer, at Buyer's expense, has the right to have a qualified expert selected by Buyer take air quality and surface samples in any area of the interior or exterior of the structures, including garage, to determine evidence of mold or mold spores of any kind and level(s) of toxicity. Samples will be sent for analysis to a qualified laboratory. Such inspection and laboratory analysis shall be completed and in the event mold or mold spores are found, a copy of the laboratory analysis and report together with a separate written statement indicating what repair or corrective action is required, shall be submitted to Seller, within Twelve ( 12 ) days from the Date of Contract Acceptance.

<sup>DS</sup>  


**C. Environmental:** Buyer, at Buyer's expense, has the right to have the Property inspected by a qualified expert selected by Buyer. Such inspection shall be completed and in the event unsatisfactory conditions are found, a copy of the entire inspection report shall be submitted to Seller, together with a written statement indicating what conditions in the report are considered unsatisfactory and what corrective action is required, within Twelve ( 12 ) days from the Date of Contract Acceptance. Inspection(s) may include, but

Buyer MUP

Page 1 of 4 10/19

Seller \_\_\_\_\_



Atlantic MultiLink REALTY UNIV. Inc., 19 Charity Park Rd, Reisterstown, MD 21136

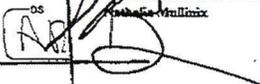
Phone: 4105264466

Fax: 8665286368

140 S Seton Ave

Produced with zipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48026 [www.zip.com](http://www.zip.com)



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11/24/2019

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

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[Signature]

**D. Radon:** Buyer, at Buyer's expense, has the right to have the Property tested for radon in accordance with Environmental Protection Agency (EPA) testing protocols to determine whether the radon level (or average radon level if the test results are reported as an integrated average over time) equals or exceeds the action level as determined by the EPA. Such testing shall be completed and in the event the radon level equals or exceeds the EPA action level, a copy of the test results together with a separate written statement indicating what corrective action is required, shall be submitted to Seller, within Twelve ( 12 ) days from the Date of Contract Acceptance.

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[Signature]

**E. Chimney Inspection:** Buyer, at Buyer's expense, has the right to have the Property's chimney(s), flue(s), and fireplace(s) inspected by a qualified expert, selected by Buyer, to determine safety and structural soundness. Such inspection shall be completed and in the event unsatisfactory conditions are found, a copy of the entire inspection report shall be submitted to the Seller, together with a written statement indicating what conditions in the report are considered unsatisfactory and what corrective action is required, within ( N/A ) days from the Date of Contract Acceptance.

Buyer and Seller understand that the chimney(s), flue(s), and fireplace(s) may need to be cleaned in order to perform said inspection, and Seller hereby authorizes Buyer to instruct inspector to clean systems if needed, at Buyer's expense.

DS  
[Signature]

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

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[Signature]

11/24/2019

**G. Additional Inspection(s):** Buyer, at Buyer's expense, has the right to have the Property inspected for Any additional issues. Such inspection(s) shall be completed and in the event unsatisfactory conditions are found, a copy of the entire inspection report shall be submitted to Seller, together with a written statement indicating what conditions in the report are considered unsatisfactory and what corrective action is required, within Twelve ( 12 ) days from the Date of Contract Acceptance.

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

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

Buyer  
DS  
[Signature]

condominium, Buyer will be given access to the common areas to perform the inspection(s). Buyer and Seller shall have the right to be present during the inspection(s), and Buyer shall give Seller reasonable advance notice of the date and time of the inspection(s).

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

**A. Waiver of Buyer's Right to Terminate Contract**

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

**B. Buyer's General Right to Terminate Contract**

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

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11/24/2019

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

Buyer: \_\_\_\_\_ / \_\_\_\_\_

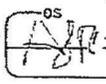
Seller: \_\_\_\_\_ / \_\_\_\_\_

**C. Buyer's Specific Right to Terminate Contract**

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

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

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

Buyer 

Seller \_\_\_\_\_ / \_\_\_\_\_

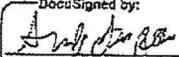
shall be disbursed in accordance with the Deposit(s) paragraph of the Contract. If Buyer waives the right of repair or correction of any conditions which Seller will not repair or correct, or if Buyer, within two (2) days of receipt of Seller's notice, fails to notify Seller of Buyer's election to either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

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

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

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

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

DocuSigned by:  
  
Buyer Signature  
Amanda Lee Rhodes

11/15/2019

Date

Seller Signature  
Town Of Emmitsburg

Date

Buyer Signature

Date

Seller Signature

Date



11/24/2019