

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF MARYLAND

CHAPELDALE PROPERTIES, LLC * Case No. 17-26995 TC
Debtor * Chapter 11

* * * * *

CHAPELDALE PROPERTIES, LLC *

Movant *

v. *

CHESAPEAKE BANK OF MARYLAND, *

and
BALTIMORE COUNTY, MARYLAND *

and *
MARYLAND CONCRETE FOUNDATIONS, INC. *

and *
2016 ULTRA SAFE FUND, LLC *

Respondents *

* * * * *

MOTION FOR AUTHORITY TO SELL REAL PROPERTY
KNOWN AS 2 STANSFIELD COURT, Baltimore MD
ALSO KNOWN AS LOT 6, CHAPELDALE
FREE AND CLEAR OF LIENS

COMES NOW the Debtor, CHAPELDALE PROPERTIES, LLC, by David W. Cohen and the Law Office of David W. Cohen, its attorney, and prays this Court issue an Order authorizing the Debtor to sell certain real property free and clear of liens and for cause says:

1. That this action was filed as a voluntary petition under Chapter 11 of the United States Bankruptcy Code on or about December 21, 2017.

2. The Debtor has been appointed Debtor in Possession and is acting in that capacity.

3. The Debtor owns various lots of Real Estate in Baltimore County, collectively known as “Chapeldale,” which properties are held for development and sale. Including among the lots held by the Debtor is a lot identified as Lot 6 on the plat entitled “Resubdivision Plat, Part of Part

I, Chapeldale,” as shown on a plat book recorded in the Land Records of Baltimore County at Plat Book WJR, No. 28, folio 98 and further identified by Tax ID No. 02- 25-00-005874 (“the Subject Property”).

4. The said property is valued in the Tax records of Baltimore County at \$61,600.00.

5. The said property is subject to a lien in favor of the Respondent Chesapeake Bank of Maryland (“CBM”) as well as potential tax and other claims in favor of Baltimore County, Maryland.

6. Both CBM and Baltimore County have filed proofs of claim herein in respect to the Debtor. CBM asserts a lien claim in the amount of One Hundred Fifty-nine Thousand Four Hundred Two Dollars and Ninety-three Cents (\$159,402.93) and Baltimore County, which has filed an “aggregate claim” covering all of the Debtor’s real estate, has not identified this parcel in its filed claim (Proof of Claim 1). CBM’s claim is subject to additional charges, interest and fees.

7. The CBM claim is also secured by a first position lien on real estate known as Lot 4 on the plat entitled “Resubdivision Plat, Part of Part I, Chapeldale,” as shown on a plat book recorded in the Land Records of Baltimore County at Plat Book WJR, No. 28, folio 98 and further identified by Tax ID No. 25-00-005872. Sale of this property is contemplated in the Debtor’s Motion to Sell docketed at Pleading 101.

8. The lot is encumbered by a Mechanic’s lien in favor of Maryland Concrete Foundations, Inc. (“MCF”) as set forth in Proof of Claim 6, in the asserted amount of \$25,663.75.

9. The Debtor has received authority to employ Christopher Cooke and Chris Cooke Sales Team for the purpose of marketing the Debtor’s Real Property, including the Subject Property.

10. The Debtor proposes to enter into a contract with Surinder Singh, or his assignee (“Purchaser”), with whom the Debtor has no prior relationship, as detailed in the attached proposed agreement (Exhibit “A”). The agreement provides that Purchaser pay the sum of One Hundred Two Thousand Five Hundred Dollars (\$102,500.00) subject to contingencies for financing, survey and appraisal and with no other conditions. The Contract is subject to Court Approval by operation of the Bankruptcy Code.

11. The debtor proposes to pay real estate commissions to Christopher Cooke and The Chris Cooke Team in the amount of Five percent, pursuant to the terms of the prior Order. The purchaser shall pay any transfer tax.

12. The Debtor proposes to pay the net proceeds of settlement to secured creditors at settlement. Baltimore County, as holder of a first priority lien, will be paid in full should any tax claim exist.¹ CMB and MCF will be paid in the order of their priorities, and will have an allowed unsecured claim as to any deficiency.

13. CMB and the Debtor expressly agree that the sale contemplated herein shall not operate to release CMB’s other lien referred to above which lien shall be retained pending approval and closing of the sale referred to above. Upon such condition, CMB consents to the sale.

14. The Debtor is permitted to sell the Subject Property pursuant to 11 USC §363(f).

15. The Debtor believes that the sale of the said property is in the best interest of the Estate. Notice is provided to all parties in interest, including the U.S. Trustee, all creditors of the

¹ The Records of Baltimore County show open taxes for the current year in the amount of \$746.59 (Exhibit “B”) . 2016 ULTRA SAFE FUND, LLC is identified as successful bidder for the 2016 Tax Sale. The bidder for the 2017 tax sale is not identified.

Debtor and all parties having any interest in the Subject Property, as reflected in the certificate of service accompanying the said Notice.

WHEREFORE, the Debtor prays this Court:

A. Enter an Order authorizing the Debtor to sell the above property free and clear liens to Surider Singh (or to his assignee)n, under the terms and conditions described in the Proposed Contract of Sale,

B. Authorize the Debtor to pay real estate commissions and other closing costs, including outstanding Property Tax claims as described herein, including payment of Christopher Cooke and Chris Cooke Sales Team;

C. Authorize the Debtor to pay the net proceeds to Chesapeake Bank of Maryland;

D. And for such other and further relief as justice and the nature of this cause may require.

S/ David W. Cohen
David W. Cohen
Suite 350 Blaustein Building
1 North Charles Street
Baltimore, MD 21201
(410) 837-6340
dwcohen79@jhu.edu
Bar No. 03448
Attorney for Debtor

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this _28 day of September, 2018 a copy of the foregoing, together with referenced exhibits, was delivered by CM/ECF or mailed, postage prepaid, to Catherine Keller Hopkin, counsel for Merritt Lending, chopkin@yvslaw.com, Gerard Vetter, US Trustee USTPRegion04.BA.ECF@USDOJ.GOV; Jeanne Crouse, Esq., jeanne.m.crouse@usdoj.gov; Kristen Perry, kperry@howardcounty.gov, Counsel for Howard County Maryland; Bob Van Galoubandi bgaloubandi@gmail.com, counsel for Chesapeake Bank; and by US Mail, postage prepaid, to Renee Phillips-Farley, Asst County Attorney, Baltimore County, Maryland, 400 Washington Ave., Room 219, Towson, MD 21204 (party signing Proof of Claim 1); Maryland Concrete Foundations Inc., c/o Kevin T. Olszewski, Esquire, 5 S. Hickory Avenue, Bel Air, MD

21014 (party signing proof of Claim 6); 2016 ULTRA SAFE FUND, LLC, 3604 Eastern Ave., Suite 400, Baltimore MD 21224 c/o Anthony DeLaurentis, Resident Agent; Maryland Concrete Foundations, Inc., 2240 Conowingo Rd, Bel Air MD 21015-1437 att: Melvin Braun, Resident Agent.

S/ David W. Cohen
David W. Cohen

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Chapeldale Properties LLC

Surinder Singh

2 Stansfield Rd,(Lot 6, Block B),, Randallstown, MD 21133



UNIMPROVED LAND 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 RESIDENTIAL UNIMPROVED REAL ESTATE LOCATED IN MARYLAND ONLY. NOT FOR USE FOR THE SALE OF IMPROVED REAL ESTATE/COMMERICAL OR INDUSTRIAL REAL ESTATE.
APPROPRIATE ADDENDA MAY BE REQUIRED.

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:** 09/09/2018
 2. **SELLER:** Chapeldale Properties LLC
 3. **BUYER:** Surinder Singh
 4. **PROPERTY:** Seller does sell to Buyer and Buyer does purchase from Seller, all of the following described Property (hereinafter "Property") known as 2 Stansfield Rd, (Lot 6, Block B), located in Randallstown CITY City/County, Maryland, Zip Code 21133 together with all rights and appurtenances thereto belonging. Buyer and Seller agree that the Property subject to the Contract is estimated to contain Zero and 50/100 (0.50) acre(s) of land, or Twenty One Thousand Seven Hundred Eighty and 00/100 (21,780.) square feet of land, more or less. Unless an addendum pertaining to the acreage or square feet and/or the configuration of the Property is specifically included as a part of the Contract, Buyer shall purchase the Property and Seller shall sell the Property without any adjustment in the purchase price regardless as to the actual size or configuration of the Property.

5. **ESTATE:** The Property is being conveyed: x in fee simple or _____ subject to an annual ground rent, now existing or to be created, in the amount of _____ Dollars (\$ _____) payable semi-annually, as now or to be recorded among the Land Records of _____ CITY/COUNTY _____, Maryland.

6. **PURCHASE PRICE:** The purchase price is One Hundred Two Thousand Five Hundred Dollars (\$ 102,500.00).

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

(a) An initial Deposit by way of chk in the amount of One Thousand and 00/100 Dollars (\$ 1,000.00) at the time of this offer.
 (b) An additional Deposit by way of _____ in the amount of _____ Dollars (\$ _____) to be paid _____

(c) All Deposits will be held in escrow by: Execuhome Realty

(If not a Maryland licensed real estate broker, the parties may execute a separate escrow deposit agreement.)

(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)**

☒ 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.

8. **SETTLEMENT:** Date of Settlement 10/26/2018 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
☐ Assumption Addendum
☐ Gift of Funds Contingency Addendum

☐ Owner Financing Addendum
☐ OTHER: _____
☒ No Financing Contingency

10. **FINANCING APPLICATION AND COMMITMENT:** Buyer agrees to make a written application for the financing as herein described within Ten (10) days from the Date of Contract Acceptance. If such written financing commitment is not obtained by Buyer within Twenty (20) days from the Date of Contract Acceptance:



Buyer [Signature]
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Seller [Signature]

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(1) Seller, at Seller's election and upon written notice to Buyer, may declare this Contract null and void and of no further legal effect; or (2) Buyer, upon written notice to Seller, which shall include written evidence from the lender of Buyer's inability to obtain financing as provided in Paragraph 9 of this Contract, may declare this Contract null and void and of no further legal effect. In either case, the deposit shall be disbursed in accordance with the Deposit paragraph of this Contract. If Buyer has complied with all of Buyer's obligations under this Contract, including those with respect to applying for financing and seeking to obtain financing, then the Release of Deposit agreement shall provide that the deposit shall be returned to Buyer.

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

12. 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 an Environmental Inspection in order to ascertain the physical condition of the Property or the existence of environmental hazards. If Buyer desires an 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

Buyer

Inspection(s) Declined _____

Buyer

Buyer

13. INCLUSIONS/EXCLUSIONS: Included in the purchase price are all permanently attached fixtures. Certain other now existing items which may be considered personal property, whether installed or stored upon the property, are included or excluded, as follows:

ADDITIONAL INCLUSIONS (SPECIFY): _____

ADDITIONAL EXCLUSIONS (SPECIFY): _____

14. AGRICULTURALLY ASSESSED PROPERTY: The *Agricultural Use Assessment* (Assessment) is a reduced property tax assessment for agricultural land. To be eligible for the Assessment, the land must be actively used for agricultural purposes. The *Agricultural Land Transfer Tax* (Tax) is a tax imposed under Section 13-301 et seq. of the Tax-Property Article, Annotated Code of Maryland. If Seller used the Property for agricultural purposes and Buyer will not, 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. Agricultural taxes assessed as a result of this transfer shall be paid by _____
seller

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

16. SEWAGE DISPOSAL, WATER AND SURVEY:

A. SUITABILITY FOR PRIVATE ON-SITE SEWAGE DISPOSAL SYSTEM: (Check One)

☒ This sale is not contingent upon any provision regarding a percolation test to indicate suitability for installation of a private on-site sewage disposal system.

OR ☐ This sale is contingent upon a provision regarding a percolation test to indicate suitability for installation of a private on-site sewage disposal system. See attached addendum.

B. PUBLIC/PRIVATE WATER: (Check One)

☒ This sale is not contingent upon any provision regarding well water quantity or quality or the ability to connect the property to a public or private source of potable water.

OR ☐ This sale is contingent upon a provision regarding well water quantity or quality or the ability to connect the property to a public or private source of potable water. See attached addendum.

C. SURVEY: Buyer is advised that a survey of the Property may be required to meet the underwriting requirement of the title insurers and/or mortgage lender: (Check One)

Buyer [Signature]
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Seller [Signature]
DS RB

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- ☐ This sale is not contingent on a survey or lot/land boundary markers.
OR ☒ This sale is contingent on a survey or lot/land boundary markers. See attached addendum.

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 and Disclosure of Deferred Water and Sewer Charges.)

Buyer acknowledges by Buyer's initials below that Buyer has read and understands Paragraph 17.

RB / (BUYER)

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

- | | |
|---|--|
| ☐ Affiliated Business Disclosure Notice | ☐ Local Private/Public Water |
| ☐ Back Up Contract Addendum | ☐ Maryland Non-Resident Seller Transfer Withholding Tax |
| ☒ Cash Appraisal Contingency | ☐ Mineral Rights |
| ☐ Disclosure of Licensee Status | ☐ Notice and Disclosure of Deferred Water and Sewer Charges |
| ☐ Homeowners Association Notice | ☐ Purchase Price Escalation |
| ☐ Kickout | ☐ Sale, Financing, Settlement or Lease of Other Real Estate |
| ☐ Local City/County Certifications/Registrations | ☐ Seller Contribution |
| ☒ Local City/County Notices/Disclosures | ☐ Seller Purchase of Another Property |
| ☐ Conservation Easement Addendum | ☐ Third Party Approval |
| ☐ Property Subject to Ground Rent | ☐ Unimproved Land Contract Addendum |

☐ Other Addenda/Special Conditions:

19. (RESERVED).

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

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

Buyer RB /
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Seller RB /

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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 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."**

23. ADJUSTMENTS: 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.

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.

25. TRANSFER CHARGES: Section 14-104 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. Unless otherwise provided by an addendum to this Contract, the costs of state and local transfer and recordation taxes (other than agricultural land transfer tax) shall be shared equally by Buyer and Seller.

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.

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, or actions in any court on account thereof, against or affecting the Property at the date of settlement of this Contract, shall be complied with by Seller and the Property conveyed free thereof. The Property is to be held at the risk of Seller until legal title has passed or possession has been given to Buyer. If, prior to the time legal title has passed or possession has been given to Buyer, whichever shall occur first, all or a substantial part of the Property is destroyed or damaged, without fault of Buyer, then this Contract, at the option of Buyer, upon written notice to Seller, shall be null and void and of no further effect, and the deposits shall be disbursed in accordance with the Deposit paragraph of this Contract.

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

Buyer  /
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Seller  /

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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.

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 Association of REALTORS®, Inc. or its member local boards/associations in accordance with the established Mediation Rules and Guidelines of the Association 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 proceedings pending the conclusion of the mediation. If a party initiates or commences an action in violation of this

Buyer EXECUHOME Realty~ Nadeem Malik

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Seller RB

provision, the party agrees to pay all costs and expenses, including reasonable attorneys' fees, incurred by the other party to enforce the obligation as provided herein. The provisions of this paragraph shall survive closing and shall not be deemed to have been extinguished by merger with the deed.

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

As used in this Contract, the term "Broker(s)" shall mean: (a) the two (2) Brokers as identified on Page 9 of this Contract; (b) the two (2) named Sales Associates identified on Page 9 of the Contract; and (c) any agent, subagent, salesperson, independent contractor and/or employees of Broker(s). The term "Broker(s)" shall also mean, in the singular, any or either of the named Broker(s) and/or Sales Associate(s) as identified or, in the plural, both of the named Brokers and/or Sales Associates as identified.

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

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

38. FARM/CROPS/TIMBER RIGHTS: Seller or any tenant of Seller shall be allowed to harvest, sell or assign any annual crops which have been planted on the Property prior to the Date of the Contract Acceptance, even though said harvest time may occur subsequent to the date of the settlement on this Contract, unless otherwise agreed by attached addendum. If the crop consists of timber, neither Seller nor any tenant of Seller shall have any right to harvest the timber unless the right to remove same shall be established by attached addendum. Notwithstanding the provisions hereof, any tenant who shall be leasing the Property shall be allowed to complete the harvest of any annual crops which have been planted prior to the Date of Contract Acceptance, as previously agreed between Seller and Tenant.

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) 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. (RESERVED).

41. PROPERTY INSURANCE BROCHURE: An informational brochure published by the Maryland Association of REALTORS®, Inc. 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.

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

Buyer [Signature]
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Seller [Signature]
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available information about how those premiums may increase in the future. Detailed information regarding flood insurance coverage may be obtained at: <https://www.fema.gov/national-flood-insurance-program>.

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

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

44. (RESERVED).

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.

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

Buyer [Signature]
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Seller [Signature]
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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 and 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; or

5) Existing zoning or permitted uses of the Property. Buyer should contact the Zoning Office and/or a licensed engineer to verify zoning and permitted uses.

(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.

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

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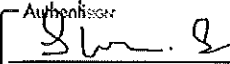
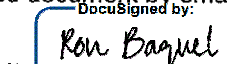
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calculating days, the count of "days" shall begin on the day following the day upon which any act or notice as provided in this Contract, or any addendum or addenda to this Contract, was required to be performed or made.

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 telefax or computer transmittal, or delivers a digital image of the executed document by email transmittal.

Authentisign 	09/10/2018	DocuSigned by: 	9/25/2018
Buyer's Signature	Date	Seller's Signature	Date

Buyer's Signature	Date	Seller's Signature	Date
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DATE OF CONTRACT ACCEPTANCE: _____

Contact Information:

BUYER / NAMES(S): Surinder Singh
 MAILING ADDRESS: _____
3418 N Rolling Rd, Windsor Mill, MD 21244

SELLER / NAMES(S): Chapeldale Properties LLC
 MAILING ADDRESS: _____

Information provided for reference only:

LISTING BROKERAGE COMPANY NAME: RE/MAX Sails Inc
 BROKER OF RECORD NAME: Justin Brewer LICENSE NUMBER: 5956
 SALES ASSOCIATE NAME: Chris Cooke LICENSE NUMBER: 596183
 OFFICE ADDRESS: 3500 Boston St, Baltimore, MD 21224
 OFFICE PHONE: (410) 814-2441 BROKER/SALES ASSOCIATE MLS ID: _____
 SALES ASSOCIATE PHONE: (443) 802-2728 SALES ASSOCIATE E-MAIL: chris@chriscooketeam.com

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

SELLING BROKERAGE COMPANY NAME: EXECUHOME REALTY
 BROKER OF RECORD NAME: NICHOLAS SCHIAFFINO LICENSE NUMBER: 513377
 SALES ASSOCIATE NAME: Nadeem Malik LICENSE NUMBER: 625172
 OFFICE ADDRESS: 8827 Columbia 100 Parkway, Suite 5, Columbia, MD 21045
 OFFICE PHONE: (443) 384-6000 BROKER/SALES ASSOCIATE MLS ID: 3032975
 SALES ASSOCIATE PHONE: (443) 691-3126 SALES ASSOCIATE E-MAIL: neunad@yahoo.com

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

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UNIMPROVED LAND CONTRACT ADDENDUM

ADDENDUM dated 09/09/2018 to Contract of Sale
 between Buyer Surinder Singh
 and Seller Chapeldale Properties LLC
 for Property known as 2 Stansfield Rd. (Lot 6, Block B),, Randallstown, MD 21133.

The following provisions are included in and supersede any conflicting language in the Maryland Association of REALTORS® Unimproved Land Contract of Sale (the Contract).

Only those paragraphs 1 - 11 initialed by both Buyer and Seller shall apply to this Unimproved Land Contract Addendum.

DS
RB DS
RB DS
RB **1. SURVEY BY A LICENSED SURVEYOR:**

☒ Boundary Survey ☒ Site Improvement Survey ☒ Property Corners located and marked

- Survey to be ordered by ☐ Buyer ☒ Seller.
- Survey to be completed, and results delivered to Buyer (if ordered by Seller) within Seven (7) days from the Date of Contract Acceptance.
- Cost of survey to be paid by ☐ Buyer ☒ Seller or ☐ as follows:

DS
RB DS
RB DS
RB **2. BUYER AND SELLER TO PHYSICALLY INSPECT THE PROPERTY BOUNDARIES TOGETHER ON OR BEFORE 09/21/2018 (Date)**

DS
RB DS
RB DS
RB **3. OTHER BOUNDARY REVIEW AS INDICATED:**

Regarding paragraphs 1, 2 and 3 (if initialed), in the event the Buyer is dissatisfied with the results of the survey or boundary review, Buyer may terminate the Contract by delivery of written notice to Seller within _____ (____) days from the Date of Contract Acceptance, and all Deposit(s) shall be disbursed in accordance with the Deposit(s) paragraph of the Contract.

DS
RB DS
RB DS
RB **4. PRICE ADJUSTMENT:** In the event a boundary survey performed by a licensed surveyor shows the total acreage to be conveyed is more or less than the size indicated in the Contract, the Contract price shall be adjusted as follows:

- If size is in excess of _____ (☐ ac./ ☐ sq. ft.), price shall be increased by \$ _____ per (☐ ac./ ☐ sq. ft.) prorated over the excess amount.
- If size is less than _____ (☐ ac./ ☐ sq. ft.) price shall be decreased by \$ _____ per (☐ ac./ ☐ sq. ft.) prorated over the difference.



Buyer _____ / _____

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DS
RB DS
RB DS
RB Seller _____ / _____



5. **SIZE OF PROPERTY IS A MATERIAL CONSIDERATION IN THIS CONTRACT:** In the event a survey by a licensed surveyor indicates the size of the property to be conveyed is less than _____ (☐ ac./☐ sq. ft.) Buyer may terminate the Contract by delivery of written notice to Seller within _____ (____) days from the Date of Contract Acceptance, and all Deposit(s) shall be disbursed in accordance with the Deposit(s) paragraph of the Contract.

6. **SUITABILITY/FEASIBILITY FOR BUYER'S PURPOSE:** Buyer will secure, at Buyer's expense and risk, satisfactory feasibility studies to determine whether the Property is acceptable for Buyer's intended use as Residential (type of use). In the event Buyer, in Buyer's sole discretion, determines the contemplated use is not feasible, Buyer may terminate the Contract by delivery of written notice to Seller within Five (5) days from the Date of Contract Acceptance, and all Deposit(s) shall be disbursed in accordance with the Deposit(s) paragraph of the Contract.

7. **PERMITS:** Buyer will obtain (or determine Buyer can obtain) all permits required for Buyer's intended use as _____ (type of use). The cost to obtain all necessary permits shall be the expense of Buyer. If permits cannot be obtained, Buyer may terminate the Contract by delivery of written notice to Seller within _____ (____) days from the Date of Contract Acceptance, and all Deposit(s) shall be disbursed in accordance with the Deposit(s) paragraph of the Contract.

8. **ENVIRONMENTAL INSPECTION:** Buyer will obtain, at Buyer's expense and risk, an inspection of the property by a qualified expert selected by Buyer. Such inspection(s) may include, but are not limited to, the existence and integrity of underground oil/gasoline tanks and the presence of hazardous materials. In the event Buyer, in Buyer's sole discretion, determines the inspection report is not satisfactory, Buyer may terminate the Contract by delivery of written notice to the Seller within _____ (days) from the Date of Contract Acceptance, and all Deposit(s) shall be disbursed in accordance with the Deposit(s) paragraph of the Contract.

9. **PROOF OF VALID PERCOLATION TEST:** Seller shall provide Buyer written evidence of a valid percolation test satisfactory to Buyer from the appropriate governmental authority within _____ (____) days from the Date of Contract Acceptance. Should Buyer not receive such evidence, Buyer may terminate the Contract by delivery of written notice to Seller within _____ (____) days from the Date of Contract Acceptance, and all Deposit(s) shall be disbursed in accordance with the Deposit(s) paragraph of the Contract.

10. **PERCOLATION TEST:** A valid percolation test, satisfactory to Buyer, shall be obtained at a location satisfactory to Buyer within _____ (____) days from the Date of Contract Acceptance from the appropriate governmental authority. Should test results be unsatisfactory to Buyer, Buyer may terminate the Contract by delivery of written notice to Seller within _____ (____) days from the Date of Contract Acceptance, and all Deposit(s) shall be disbursed in accordance with the Deposit(s) paragraph of the Contract.

- Percolation test to be ordered by: ☐ Buyer or ☐ Seller
- Percolation test to be paid by: ☐ Buyer or ☐ Seller

Buyer ____/____

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DS
Seller RB ____/____

Unimproved Land Contract Addendum

11. WELL DRILLING: A well shall be drilled on the property at a location acceptable to Buyer within _____ (____) days from the Date of Contract Acceptance. The well shall meet all requirements of appropriate governmental authorities in regard to location, depth, water yield, and water quality.

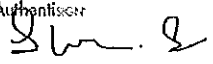
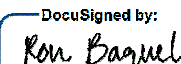
- Well Drilling to be ordered by: ☐ Buyer or ☐ Seller
- Cost of well permits, drilling, and testing to be paid by: ☐ Buyer or ☐ Seller or ☐ as follows: _____
- Total cost of well not to exceed \$ _____

If well is drilled but does not meet appropriate governmental authorities' standards, or if the cost of drilling an acceptable well is estimated to exceed the total cost specified above, any incomplete well shall be capped at the expense of the party paying for well drilling, and either Buyer or Seller may terminate the Contract by delivery of written notice to the other party within _____ (____) days from the Date of Contract Acceptance, and all Deposit(s) shall be disbursed in accordance with the Deposit(s) paragraph of the Contract.

12. BUYER MAY BE REIMBURSED FOR COSTS: If Seller is unable to convey title in accordance with terms of the Contract without fault of Buyer, Seller shall promptly reimburse Buyer for any costs incurred by Buyer in Paragraphs 1 through 11 above, upon being furnished by Buyer with receipts for the actual payment of such costs. Reimbursement liability on the part of the Seller shall not exceed \$ _____.

13. RESTORATION OF PROPERTY: In the event Buyer i) defaults under the terms and conditions of this Agreement OR ii) terminates this Contract as herein provided, Buyer shall, at Buyer's sole cost and expense, restore the Property to its original condition and shall remove all debris and grade and re-seed ground cover in all areas which result from or were disturbed or damaged as a result, directly or indirectly, from any test(s) or inspection(s) performed by Buyer, whether such debris, disturbance or damage was caused by Buyer or any third-person(s), including contractors(s) or subcontractor(s) performing such test(s) or inspection(s). Seller acknowledges that Broker and/or real estate licensees affiliated with Broker are not responsible i) for damage to the Property resulting from a test(s) or inspection(s) as herein provided and ii) for any restoration of the Property, including removal of debris, resulting from test(s) or inspection(s).

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

Authentisign 	09/10/2018	DocuSigned by: 	9/25/2018
Buyer Signature	Date	Seller Signature	Date

_____ Buyer Signature	_____ Date	_____ Seller Signature	_____ Date
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CASH APPRAISAL CONTINGENCY ADDENDUM

ADDENDUM dated _____ to Contract of Sale
between Buyer Surinder Singh
and Seller Chapeldale Properties LLC
for Property known as 2 Stansfield Rd, (Lot 6, Block B) , , Randallstown, MD 21133.

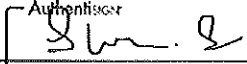
The Contract is contingent upon Buyer obtaining an appraisal of the Property. The appraisal will be at Buyer's expense and will be performed by a Maryland licensed appraiser. The appraisal shall be ordered by Buyer within Five (5) days of the Date of Contract Acceptance.

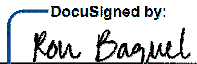
1. If the appraised value of the Property is less than the Purchase Price as set forth in the Contract, Buyer shall notify Seller, in writing, of such fact within Five (5) days from receipt of the written appraisal and shall include a copy of the written appraisal. The written notice from Buyer to Seller shall state whether: A) Buyer elects to proceed to purchase the Property notwithstanding the appraised value of the Property; OR B) Buyer requests the Seller reduce the Purchase Price to the appraised value. In the event Buyer notifies Seller of Buyer's election to proceed to purchase the Property notwithstanding the appraised value, the Contract shall remain in full force and effect and Seller shall have no obligation, right or election as provided in Paragraphs 2 or 3 of this Addendum.

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

3. If Seller declines to reduce the Purchase Price to the appraised value, or fails to respond within the time period above, Buyer, at Buyer's election, not later than Three (3) days following receipt of the written notice from Seller, or from the date that such written notice was to have been provided by Seller, Buyer shall either: A) declare the Contract null and void and of no further force and effect, in which event, the Deposit(s) shall be disbursed in accordance with the Deposit(s) paragraph of the Contract; OR B) agree to purchase the Property at the Purchase Price notwithstanding the appraised value of the Property, in which event the Contract shall remain in full force and effect.

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

Authenticsign

Buyer Signature Date 09/10/2018

DocuSigned by:

Seller Signature Date 9/25/2018

Buyer Signature Date

Seller Signature Date



10/17





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 9/9/2018 to the Contract of Sale
 between Buyer Surinder Singh
 and Seller Chapeldale Properties LLC for Property
 known as 2 Stansfield Rd (Lot 6, Block B)

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

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

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

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

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

OR

- (B) A written disclaimer statement providing that:

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

Page 1 of 2 10/14

Seller RB / _____



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.

Buyer's Signature Date

DocuSigned by:
Ron Baquel 9/25/2018

Seller's Signature Date

Buyer's Signature Date

Seller's Signature Date

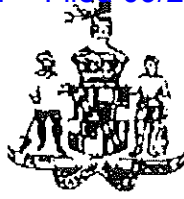
Agent's Signature Date

DocuSigned by:
Chris Cook 9/24/2018

Agent's Signature Date

©Copyright 2014 Maryland Association of REALTORS®, Inc. For use by REALTOR® members of the Maryland Association of REALTORS® only. Except as negotiated by the parties to the Contract, this form may not be altered or modified in any form without the prior expressed written consent of the Maryland Association of REALTORS®, Inc.





STATE OF MARYLAND
REAL ESTATE COMMISSION

Understanding Whom Real Estate Agents Represent

THIS NOTICE IS NOT A CONTRACT

In this form "seller" includes "landlord"; "buyer" includes "tenant"; and "purchase" or "sale" includes "lease"

Agents Who Represent the Seller

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Subagent: A Subagent means a licensed real estate broker, licensed associate real estate broker, or licensed real estate salesperson who is not affiliated with or acting as the listing real estate broker for a property, is not a buyer's agent, has an agency relationship with the seller, and assists a prospective buyer in the acquisition of real estate for sale in a non-agency capacity. The subagent works for a real estate company different from the company for which the seller's agent works. The subagent can assist a buyer in purchasing a property, but his or her duty of loyalty is only to the seller.

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Dual Agents

The possibility of **dual agency** arises when the buyer's agent and the seller's agent both work for the same real estate company, and the buyer is interested in property listed by that company. The real estate broker or the broker's designee, is called the "dual agent." Dual agents do not act exclusively in the interests of either the seller or buyer, and therefore cannot give undivided loyalty to either party. There may be a conflict of interest because the interests of the seller and buyer may be different or adverse.

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If either party does not agree to dual agency, the real estate company must withdraw the agency agreement for that particular property with either the buyer or seller, or both. If the seller's agreement is terminated, the seller must then either represent him or herself or arrange to be represented by an agent from another real estate broker/company. If the buyer's agreement is terminated, the buyer may choose to enter into a written buyer agency agreement with a different broker/ company. Alternatively, the buyer may choose not to be represented by an agent of his or her own but simply to receive assistance from the seller's agent, from another agent in that company, or from a subagent from another company.

No matter what type of agent you choose to work with, you have the following rights and responsibilities in selling or buying property:

- >Real estate agents are obligated by law to treat all parties to a real estate transaction honestly and fairly. They must exercise reasonable care and diligence and maintain the confidentiality of clients. They must not discriminate in the offering of properties; they must promptly present each written offer or counteroffer to the other party; and they must answer questions truthfully.
- >Real estate agents must disclose all material facts that they know or should know relating to a property. An agent's duty to maintain confidentiality does not apply to the disclosure of material facts about a property.
- >All agreements with real estate brokers and agents must be in writing and explain the duties and obligations of both the broker and the agent. The agreement must explain how the broker and agent will be paid and any fee-sharing agreements with other brokers.
- >You have the responsibility to protect your own interests. You should carefully read all agreements to make sure they accurately reflect your understanding. A real estate licensee is qualified to advise you on real estate matters only. If you need legal or tax advice, it is your responsibility to consult a licensed attorney or accountant.

Any complaints about a real estate licensee may be filed with the Real Estate Commission at 500 North Calvert Street, Baltimore, MD 21202. (410) 230-6205

We, the ☒ Sellers/Landlord ☐ Buyers/Tenants acknowledge receipt of a copy of this disclosure and that RE/MAX Sails Inc (firm name) and Chris Cooke (salesperson) are working as:

(You may check more than one box but not more than two)

- ☒ seller/landlord's agent
- ☐ subagent of the Seller
- ☐ buyer's /tenant's agent

DocuSigned by:

Ron Baquet

9/25/2018

Signature

(Date)

Signature

(Date)

* * * * *

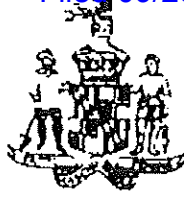
I certify that on this date I made the required agency disclosure to the individuals identified below and they were unable or unwilling to acknowledge receipt of a copy of this disclosure statement

Name of Individual to whom disclosure made

Name of Individual to whom disclosure made

Agent's Signature

(Date)



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We, the ☒ Sellers/Landlord ☐ Buyers/Tenants acknowledge receipt of a copy of this disclosure and that EXECUHOME REALTY (firm name) and Nadeem Malik (salesperson) are working as:

(You may check more than one box but not more than two)

- ☐ seller/landlord's agent
- ☐ subagent of the Seller
- ☒ buyer's /tenant's agent

DocuSigned by: Ron Baquel 9/25/2018
 Signature (Date) Signature (Date)
 * * * * *

I certify that on this date I made the required agency disclosure to the individuals identified below and they were unable or unwilling to acknowledge receipt of a copy of this disclosure statement

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Name of Individual to whom disclosure made

Agent's Signature

(Date)



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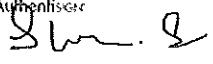
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(You may check more than one box but not more than two)

- ☒ seller/landlord's agent
☐ subagent of the Seller
☐ buyer's /tenant's agent

AuthenticSign

 09/10/2018
 9/10/2018 1:24:39 AM EDT
 Signature (Date)

Signature (Date)

* * * * *

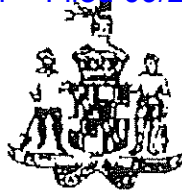
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Name of Individual to whom disclosure made

Name of Individual to whom disclosure made

Agent's Signature

(Date)



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The possibility of **dual agency** arises when the buyer's agent and the seller's agent both work for the same real estate company, and the buyer is interested in property listed by that company. The real estate broker or the broker's designee, is called the "dual agent." Dual agents do not act exclusively in the interests of either the seller or buyer, and therefore cannot give undivided loyalty to either party. There may be a conflict of interest because the interests of the seller and buyer may be different or adverse.

If both seller and buyer agree to dual agency by signing a Consent For Dual Agency form, the "dual agent" (the broker or the broker's designee) shall assign one agent to represent the seller (the seller's "intra-company agent") and another agent to represent the buyer (the buyer's "intra-company agent"). Intra-company agents are required to provide the same services to their clients that agents provide in transactions not involving dual agency, including advising their clients as to price and negotiation strategies.

If either party does not agree to dual agency, the real estate company must withdraw the agency agreement for that particular property with either the buyer or seller, or both. If the seller's agreement is terminated, the seller must then either represent him or herself or arrange to be represented by an agent from another real estate broker/company. If the buyer's agreement is terminated, the buyer may choose to enter into a written buyer agency agreement with a different broker/ company. Alternatively, the buyer may choose not to be represented by an agent of his or her own but simply to receive assistance from the seller's agent, from another agent in that company, or from a subagent from another company.

No matter what type of agent you choose to work with, you have the following rights and responsibilities in selling or buying property:

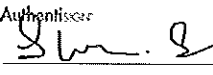
- >Real estate agents are obligated by law to treat all parties to a real estate transaction honestly and fairly. They must exercise reasonable care and diligence and maintain the confidentiality of clients. They must not discriminate in the offering of properties; they must promptly present each written offer or counteroffer to the other party; and they must answer questions truthfully.
- >Real estate agents must disclose all material facts that they know or should know relating to a property. An agent's duty to maintain confidentiality does not apply to the disclosure of material facts about a property.
- >All agreements with real estate brokers and agents must be in writing and explain the duties and obligations of both the broker and the agent. The agreement must explain how the broker and agent will be paid and any fee-sharing agreements with other brokers.
- >You have the responsibility to protect your own interests. You should carefully read all agreements to make sure they accurately reflect your understanding. A real estate licensee is qualified to advise you on real estate matters only. If you need legal or tax advice, it is your responsibility to consult a licensed attorney or accountant.

Any complaints about a real estate licensee may be filed with the Real Estate Commission at 500 North Calvert Street, Baltimore, MD 21202. (410) 230-6205

We, the ☐ Sellers/Landlord ☒ Buyers/Tenants acknowledge receipt of a copy of this disclosure and that EXECUHOME REALTY (firm name) and Nadeem Malik (salesperson) are working as:

(You may check more than one box but not more than two)

- ☐ seller/landlord's agent
- ☐ subagent of the Seller
- ☒ buyer's /tenant's agent

Authenticsign

 09/10/2018
 Signature (Date)

Signature (Date)

* * * * *

I certify that on this date I made the required agency disclosure to the individuals identified below and they were unable or unwilling to acknowledge receipt of a copy of this disclosure statement

Name of Individual to whom disclosure made

Name of Individual to whom disclosure made

Agent's Signature

(Date)

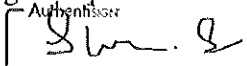
BALTIMORE COUNTY NOTICES AND DISCLOSURES ADDENDUM

For use with Maryland Association of REALTORS® Residential Contract of Sale)

ADDENDUM NUMBER 3 dated 09/09/2018 to **CONTRACT OF SALE** (the "Contract") dated _____**BUYER:** Surinder Singh**SELLER:** Chapeldale Properties LLC**PROPERTY:** 2 Stansfield Rd, (Lot 6, Block B) , , Randallstown, MD 21133

1. **MASTER PLAN:** Buyer is hereby advised that the Property, or the area in which the Property is located, may be affected by provisions of the current Baltimore County Master Plan. You may wish to review the Master Plan. To become fully informed of current and future land use plans, facilities plans, public works plans or school plans, you should consult the appropriate Baltimore County agency for information regarding such plans. For further information, contact Baltimore County Office of Planning at 410-887-3211, 401 Bosley Avenue, Suite 406, Towson, Maryland, 21204.

Buyer acknowledges that Seller has informed Buyer that (a) the Property may be affected by provisions of the Master Plan and that Buyer may wish to review the Master Plan, and (b) in order to become fully informed of current and future land use plans, facilities plans, public works plans, school plans, or other plans affecting the Property or locality, Buyer should consult the appropriate state, Baltimore County or other authorities for information regarding such plans.

Buyer's Signature:  _____
9/10/2018 1:24:42 AM EDT

Buyer's Signature: _____

2. **DEVELOPMENT PLAN:** Buyer is hereby advised that the Property, or the area in which the Property is located, may be affected by the provisions of a development plan. To become fully informed of any current development plan affecting the Property, and in order to have an opportunity to review such development plan, Buyer should contact the appropriate Baltimore agency. For further information, contact Baltimore County Department of Permits and Development Management at 410-887-3353, 111 W. Chesapeake Avenue, Towson, Maryland, 21204.

3. **PANHANDLE LOTS:** Buyer is hereby advised that if the Property is a panhandle lot (as defined in Section 32-4-101 of the Baltimore County Code), the County is not responsible for maintaining the road, removing snow, or providing trash collection along the panhandle driveway. For further information, contact Baltimore County Department of Permits and Development Management at 410-887-3353, 111 W. Chesapeake Avenue, Towson, Maryland, 21204.

4. **AGRICULTURAL OPERATIONS:** If the Property is located in, or within five hundred feet (500') of an R.C. 4 zone, Buyer is hereby advised that the Property may be subject to inconvenience or discomforts arising from agricultural operations, including, but not limited to: operation of machinery of any kind (including aircraft) during any 24 hour period; the storage and disposal of manure; and the application by spraying or otherwise of chemical fertilizers, soil amendments, herbicides and pesticides. Baltimore County shall not consider an agricultural operation to be a public or private nuisance if the operation complies with all federal, state or county health and zoning requirements and is not being conducted in a negligent manner. For further information, contact Baltimore County Department of Permits & Development Management at 410-887-3353, 111 W. Chesapeake Avenue, Towson, Maryland, 21204.

5. **BALTIMORE COUNTY TRANSFER TAX EXEMPTION FOR OWNER-OCCUPIED RESIDENTIAL PROPERTY:** Buyer and Seller are hereby advised that the Baltimore County Transfer Tax does not apply to the first Twenty-Two Thousand Dollars (\$22,000.00) of consideration payable for residentially improved owner-occupied real property. Under Baltimore law, the Buyer will receive the full benefit of this exemption, unless the Seller pays all Baltimore County transfer taxes, in which case the Seller will receive the benefit. (initial) N/A Seller agrees to pay all Baltimore County transfer taxes.

6. **NOTICE TO BUYER - PRIVATE SEWER AND/OR WATER SUPPLY SYSTEM:** Seller hereby discloses that the Property is _____ or is not _____ (Seller to initial applicable provision) served by a public sewer or water supply system and/or is _____ or is not _____ (Seller to initial applicable provision) equipped with a private sewer or water supply system.

AuthenticSign ID: 5778B6C1-4236-4EF7-A87F-820A4C0337C0

Property 2 Stansfield Rd, (Lot 6, Block B) , , Randallstown, MD 21133

7. PUBLIC WATER OR SEWER FACILITIES; NOTICE TO BUYERS OF REAL ESTATE IN BALTIMORE COUNTY: The Property is subject to a fee or assessment charged under the authority granted to developer pursuant to Section 32-4-310 of the Baltimore County Code, which purports to cover or defray the cost of installing all or part of the public water or sewer facilities constructed by the developer of the subdivision known as Chapeldale. This fee

or assessment is \$ 450.00, payable annually in the month of _____ to _____.
 USF USP FACILITIES SERVICES LLC (name and address) (hereinafter called "lienholder") until _____. There may be a right of prepayment or discount for early payment which may be ascertained by contacting the lienholder. The fee and assessment is a contractual obligation between the lienholder and each owner of the Property, that runs with the land, and is not in any way, a fee or assessment of Baltimore County.

8. NOTICE TO BUYER: PRIVATE WATER SUPPLY/WELL: (a) If the Property is served by, or intended to be serviced by, a private water supply, attach separate Baltimore County Well Water Notice and Addendum (GBBR form 1451).

(b) **ELEVATED LEVELS OF NATURALLY OCCURRING RADIUM:** Buyer is notified that Baltimore County Department of Environmental Protection and Resource Management has advised that, as a result of a water quality survey, elevated levels of naturally occurring radium and uranium have been found in some wells located in the Baltimore Gneiss formation. Properties serviced by public water are not impacted. Property Owners in the affected area will be required to test new and replacement wells and, if applicable, install a treatment system (water softener or reverse osmosis), prior to being granted a Certificate of Potability and putting the well into use. There are no regulations that require private owners of existing private wells to meet US EPA drinking water standards for radioactivity. Buyer of property served by private water supply will be provided with the brochure entitled "Radionuclides & Your Well Water: A Homeowner's Guide." For a copy of a general map of Baltimore County showing the potentially affected areas or for further information, Buyer should contact the Baltimore County Department of Environmental Protection and Resource Management at 410-887-2762.

Buyer to initial:

_____. If property is served by private water supply, Buyer acknowledges receipt of the brochure entitled "Radionuclides & Your Well Water: A Homeowner's Guide"

9. NOTICE TO BUYER - HOUSE REMOVED FROM FLOOD PLAINS: Seller hereby discloses ^{DS} to Buyer that the house, building or structure which is the subject of the Contract, has _____ or has not ^{KB} (Seller to initial applicable provision) been removed from a 100-year flood plain located in Baltimore County.

10. HISTORIC OR LANDMARK PROPERTY: Seller hereby discloses to Buyer that the Property is _____ or is not ^{DS} (Seller to initial applicable provision) located within a historic district under the Baltimore County Code or does _____ or does not ^{KB} (Seller to initial applicable provision) appear on the Baltimore County preliminary landmarks list or final landmarks list. Buyer acknowledges that if the Property is located within a historic district or appears on either the Baltimore County preliminary or final landmarks list, Buyer's use of the Property shall be subject to the provision of the Baltimore County Code. For further information, contact the Baltimore County Office of Planning at (410) 887-3211, 401 Bosley Avenue, Suite 406, Towson, Maryland 21204.

11. RENTAL HOUSING LICENSE - BALTIMORE COUNTY:

(A) In Baltimore County, all buildings or a portion of a building that contain one to six dwelling units intended or designated as rental units must register and be licensed with Baltimore County on or before January 1, 2009.

(B) A person who owns and rents a dwelling unit or a portion of a dwelling unit without a license may be subject to the denial, suspension, revocation or non-renewal of the license and/or civil penalties of \$25 per day for each day a violation occurs and \$200 per day for each day a correction notice is not complied with, and there will be a \$1,000 fine for not complying with the Rental Registration Law.

Authentication ID: 5778B6C1-4236-4EF7-A87F-820A4C0337C0

Property 2 Stansfield Rd, (Lot 6, Block B), Randallstown 21133

(C) In the event a rental dwelling located in Baltimore County is sold or a change of ownership of the dwelling occurs, the new property owner is required to notify the Baltimore County Department of Permits and Development Management of the change of ownership.

Authenticat
[Signature]
BUYER 09/10/2018 24:44 AM EDT

09/10/2018

DATE

BUYER
DocuSigned by:
[Signature]
SELLER 09/25/2018 06:54:47 AM EDT

DATE

9/25/2018

DATE

SELLER

DATE

This form has been prepared for the sole use of the following Boards/Associations of REALTORS® and their members. Each Board/Association, including its members and employees, assumes no responsibility if this form fails to protect the interests of any party. Each party should seek its own legal, tax, and financial or other advice.



The Greater Baltimore Board of REALTORS®, Inc.
Carroll County Association of REALTORS®, Inc.

Harford County Association of REALTORS®, Inc.
Howard County Association of REALTORS®, Inc.

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Form 1600 (REV. 12/2008)



SURINDER SINGH
3418 N Rolling Rd
Windsor Mill, MD 21244-2129
410-350-6333

292
66-208/312

09/08/2018 CHECKSAFE

PAY TO THE ORDER OF EX ECU HOME \$ 1000.00

ONE THOUSAND DOLLARS DOLLARS

BANK OF AMERICA

FOR EMD Fee LOT Surinder Singh

⑆031202084⑆ 0652610292



P.O. Box 15284
Wilmington, DE 19850

SURINDER SINGH
3418 N ROLLING RD
WINDSOR MILL, MD 21244-2129

Preferred Rewards

Customer service information

- ☎ 1.888.888.RWDS (1.888.888.7937)
TDD/TTY users only: 1.800.288.4408
En Español: 1.800.688.6086
🌐 bankofamerica.com
🏢 Bank of America, N.A.
P.O. Box 25118
Tampa, FL 33622-5118

Your combined statement

for August 11, 2018 to September 7, 2018

Your deposit accounts	Account/plan number	Ending balance	Details on
BofA Core Checking	6526	\$165,235.72	Page 3
Rewards Savings	5709	\$80.71	Page 9
Total balance		\$165,316.43	

9/8/2018

Matrix

Lot & Land Synopsis - Agent



No Tax Record

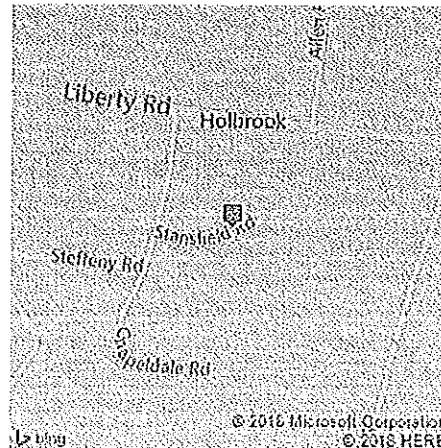
[Neighbor Photos](#)

- Schedule a showing

Metropolitan Regional Information Systems, Inc.

BC10315819 - BALTIMORE

2 STANSFIELD RD RANDALLSTOWN MD, 21133

Agent Synopsis
Lot-Land

Ownership: Fee Simple, Sale

Status: ACTIVE

List Price: \$125,000

Leg Subdivision:
Adv Subdivision: Chapeldale
Project Name:
Tax ID: 000000000
Lot/Block Or Square: /
Elementary School:

Auction: No

Transaction Type: Standard
ADC Map Coord: 0
Area:
HOA Fee: \$550
Tax Year:
Folio:
High School:

Total Taxes:
Liber:
Middle School:

PROPERTY INFORMATION:

Lot AC/SF: .000 / 0

Road Frontage:

Building Sites:

View/Exp:

Soil:

Exterior Features:

Lot Description:

Topography:

Present Use: Residential

Special Permits:

Building Permits: Unknown

Development Status: Zoned

Disclosures: None

HOA Fee Includes:

UTILITIES:

Heat Fuel: None

Cool Fuel:

Water: Well

Sewer/Septic: Septic

Remarks: Property Is A Vacant Lot - Go And Show

Show Instructions: Show Anytime

- Schedule a showing

Directions: Liberty Rd To Chapeldale Rd To Stansfield Rd

Orig List Price: \$125,000
DOM-MLS: 31

Update Date: 04-Sep-2018
DOM-Prop: 31

List Date: 08-Aug-2018
Update Type: OTHER

BROKER CONTACT:

Listing Company: RE/MAX Salls Inc.

Listing Agent: Chris Cooke

Agt Office: (410) 814-2408

Owners: Tax Record

Showing Contact:

Dual Agency: Yes

Var Comm: No

Home: (443) 802-2728

Pager:

Home:

Des Rep: No

Add'l:

Broker Code: SAIL2
Brkr Office: (410) 814-2400
Cell: (443) 802-2728
On-Site:

Buy Comp: 2.5
SubComp: 2.5

BALTIMORE COUNTY, M A R Y L A N D

www.baltimorecountymd.gov

Real Property Tax

[Logout](#)

Account Information

Parcel ID: 25-00-005874
Owner Name: Chapeldale Properties LLC
Suite 207
Parcel/Situs Address: Stansfield Rd

The balance due information is a valid payment amount through the end of the current month. Please note that only 30 bills can be displayed by this system.

Real Property Tax Search Results:

Fiscal Year	Balance Due	Bill Type		
2019 July 1, 2018 To June 30, 2019	\$746.59	Full Year	View Details	Print Bill
2018 July 1, 2017 To June 30, 2018	\$0.00	Full Year	View Details	Print Bill
2017 July 1, 2016 To June 30, 2017	\$0.00	Full Year	View Details	Print Bill
2016 July 1, 2015 To June 30, 2016	\$0.00	Full Year	View Details	Print Bill
2015 July 1, 2014 To June 30, 2015	\$0.00	Full Year	View Details	Print Bill
Total Tax Amount:		\$746.59		

Note: If paying by credit card, a convenience fee will be added to the total amount.

[Pay with Credit Card](#)[Pay with Electronic Check](#)[Return To Search Menu](#)

400 Washington Avenue • Courthouse • Towson, MD 21204



**UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF MARYLAND**

CHAPELDALE PROPERTIES, LLC * Case No. 17-26995 TC
Debtor * Chapter 11

* * * * *

CHAPELDALE PROPERTIES, LLC *

Movant *

v. *

CHESAPEAKE BANK OF MARYLAND, *

and
BALTIMORE COUNTY, MARYLAND *

and *
MARYLAND CONCRETE FOUNDATIONS, INC. *

and *
2016 ULTRA SAFE FUND, LLC *

Respondents *

* * * * *

**NOTICE OF
MOTION FOR AUTHORITY TO SELL REAL PROPERTY
KNOWN AS 5 STANSFIELD COURT , Baltimore MD
ALSO KNOWN AS LOT 6, CHAPELDALE**

TO ALL PARTIES IN INTEREST:

Notice is hereby given that the Debtor, CHAPELDALE PROPERTIES, LLC, has filed a Motion Requesting Authorization to Sell Property Free and Clear Liens. The property to be sold is described as Lot 6 on the plat entitled “Resubdivision Plat, Part of Part I, Chapeldale,” as shown on a plat book recorded in the Land Records of Baltimore County at Plat Book WJR, No. 28, folio 98 and further identified by Tax ID No. 25-00-005872. The proposed purchaser of the property is Surinder Singh and the proposed purchase price is \$102,500.00. The Motion recites that the Debtor will make certain concessions, and shall pay real estate commissions of 5% to Christopher Cooke and the Chris Cooke Team pursuant to prior order of this Court. Baltimore County shall be paid in full at closing and lienholders are to be paid in the order of priority from net proceeds.

The Motion recites that the sale is in the best interest of the Estate. A standby hearing date of October 29, 2018 at 11:00 A.M. has been established by the Court, and shall be held in the Courtroom of Thomas Catliota,, Courtroom 3-E, US Courthouse, 6500 Cherrywood Lane, Greenbelt, MD 20770.

Any party-in-interest who objects to granting of the authority requested must file an objection, specifically stating the factual and legal grounds upon which the objection is based, with the Clerk, United States Bankruptcy Court, 8th Floor U.S. Courthouse, 101 W. Lombard Street, Baltimore, Maryland 21201 with a copy to the undersigned, by October 19, 2018. The Court may

conduct a hearing, or rule upon the Motion without a hearing, in its discretion, regardless of whether any objection is filed. Any party filing an objection will be expected to be present at any hearing that the Court may schedule.

Any party requiring further information should contact the undersigned.

DATED September 28, 2018

S/ David W. Cohen
David W. Cohen
1 North Charles Street
Suite 350, Blaustein Building
Baltimore, Maryland 21201
(410) 837-6340
dwcohen79@jhu.edu
Bar No. 03448
Attorney for Debtor

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 28 day of September 2018 a copy of the foregoing, together with referenced exhibits, was delivered by CM/ECF or mailed, postage prepaid, to Catherine Keller Hopkin, counsel for Merritt Lending, chopkin@yvslaw.com, Gerard Vetter, US Trustee USTPRegion04.BA.ECF@USDOJ.GOV; Jeanne Crouse, Esq., jeanne.m.crouse@usdoj.gov; Kristen Perry, kperry@howardcounty.gov, Counsel for Howard County Maryland; Bob Van Galoubandi bgaloubandi@gmail.com, counsel for Chesapeake Bank; and by US Mail, postage prepaid, to Renee Phillips-Farley, Asst County Attorney, Baltimore County, Maryland, 400 Washington Ave., Room 219, Towson, MD 21204 (party signing Proof of Claim 1); Maryland Concrete Foundations Inc., c/o Kevin T. Olszewski, Esquire, 5 S. Hickory Avenue, Bel Air, MD 21014 (party signing proof of Claim 6); 2016 ULTRA SAFE FUND, LLC, 3604 Eastern Ave., Suite 400, Baltimore MD 21224 c/o Anthony DeLaurentis, Resident Agent; Maryland Concrete Foundations, Inc., 2240 Conowingo Rd, Bel Air MD 21015-1437 att: Melvin Braun, Resident Agent, and to all creditors on the matrix herein.

S/ David W. Cohen
David W. Cohen

Baltimore County
Office Of Law
400 Washington Ave 2d Floor
Towson, MD 21204

BGE
750 East Pratt Street
Baltimore, MD 21202

Bob Galoubondi
Rosenberg Martin Greenberg
25 South Charles Street
Suite 2115
Baltimore, MD 21201

Chesapeake Bank of MD
2001 E Joppa Road
Parkville, MD 21234

Foundation Repair Services
3512 Horseman Way
Davidsonville, MD 21035

Freedom Septic
2809 Liberty Rd,
Sykesville, MD 2178

Kevin Olzsewski
5 South Hickory
Bel Air, MD 21014

Lawrence Katz
8270 Greensboro Dr
Suite 700
Mc Lean, VA 22102

Maryland Concrete Foundation
2240 Conowingo Rd
Bel Air, MD 21015

Merritt Lending
13805 Forsythe Road
Sykesville, MD 21784

Overhead Door Company
3501 Century Ave
Halethorpe, MD 21227

Samjord Partners
890 Nafa Drive
Boca Raton, FL 33487
Twin Enterprises
8235 Old Mill Rd
Pasadena, MD 21122

**UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF MARYLAND**

CHAPELDALE PROPERTIES, LLC * Case No. 17-26995 TC
Debtor * Chapter 11

* * * * *

CHAPELDALE PROPERTIES, LLC *

Movant *

v. *

CHESAPEAKE BANK OF MARYLAND, *

and
BALTIMORE COUNTY, MARYLAND *

and *
MARYLAND CONCRETE FOUNDATIONS, INC. *

and *
2016 ULTRA SAFE FUND, LLC *
Respondents *

* * * * *

ORDER AUTHORIZING DEBTOR TO SELL PROPERTY
KNOWN AS 2 STANSFIELD COURT , Baltimore MD
ALSO KNOWN AS LOT 6, CHAPELDALE FREE AND CLEAR OF LIENS

UPON the foregoing Motion of the Debtor to sell real property free and clear of liens, the Court having reviewed the Motion and determined that granting the Relief requested in the Motion is in the best interest of the Estate, no objection having been filed and no hearing being necessary, it is, by the United States Bankruptcy Court for the District of Maryland hereby

ORDERED that the Debtor be and hereby is authorized to sell real property known as Lot 4 o the plat entitled "Resubdivision Plat, Part of Part I, Chapeldale," as shown on a plat book recorded in the Land Records of Baltimore County at Plat Book WJR, No. 28, folio 98 and further identified by Tax ID No. 25-00-005874 free and clear of liens, with liens attaching only to the proceeds in the order of their priority, and it is further

ORDERED that 2016 Ultra Safe Fund, LLC shall submit in writing any claim asserted by it within Fifteen (15) days hereof, and it is further

ORDERED that the Debtor is authorized to pay closing expenses, including Real Estate Commissions and recording costs as described in the Motion together with the Secured Claims of the Respondents herein; and it is further

ORDERED that nothing herein shall be deemed to release or modify any lien of the Respondent Baltimore County in other real property of the Debtor and it is further

ORDERED that nothing herein shall be deemed to release or modify any lien of the Respondent Chesapeake Bank of Maryland in other real property held by the Debtor, which property secures the indebtedness referenced in this Motion;

PROVIDED HOWEVER, that the Debtor shall file a copy of the Settlement sheet within Ten (10) days of closing.

END OF ORDER

cc:

David W. Cohen

Debtor

US Trustee

Catherine Hopkin

Bob Van Galoubandi

Baltimore County Maryland

2016 Ultra Safe Fund, LLC

Maryland Concrete Foundations, Inc.