

ORDINANCE NO. 3730

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF CUMBERLAND, MARYLAND, ENTITLED "AN ORDINANCE TO AUTHORIZE THE EXECUTION OF A CONTRACT OF SALE AND DEED FOR THE PURPOSE OF CONVEYING TO JEFFREY RAINES CERTAIN SURPLUS PROPERTY LOCATED AT 309 WILLOWBROOK ROAD IN THE CITY OF CUMBERLAND, ALLEGANY COUNTY, MARYLAND."

WHEREAS, Mayor and City Council of Cumberland is the fee simple owner of a certain parcel of real property located at 309 Willowbrook Road, in the City of Cumberland, Allegany County, Maryland, which said property is more commonly known as the City of Cumberland Parks and Recreation Building;

WHEREAS, the said property was declared to be surplus property under the terms of Order No. 25,466, passed by the Mayor and City Council on November 20, 2012 just prior to the introduction of this Ordinance;

WHEREAS, Jeffrey Raines desires to purchase the said property for the sum of \$50,000.00, said offer being set forth in the terms of the Contract of Sale, a copy of which is attached hereto as Exhibit A, which Contract of Sale includes specific provisions relative to the repair and revitalization of the exterior of the said property so as to expeditiously improve its appearance and condition; and

WHEREAS, the Mayor and City Council of Cumberland deem it to be in the interest of the City to enter into said Contract of Sale and grant the said conveyance.

NOW, THEREFORE

SECTION 1: BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF CUMBERLAND, MARYLAND, that the Mayor be and he is hereby authorized to execute the Contract of Sale

DEC 18 2012

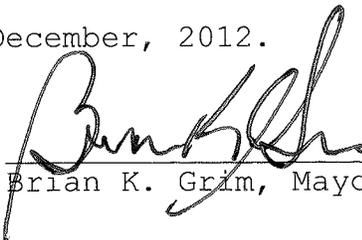
attached hereto as Exhibit A, agreeing to convey the real property and the improvements thereon located at 309 Willowbrook Road, Cumberland, Maryland 21502 to Jeffrey Raines for the purchase price in the amount of \$50,000.00;

SECTION 2: AND BE IT FURTHER ORDAINED, that the Mayor and City Clerk be and they are hereby authorized to execute a deed in the form attached hereto as Exhibit B or in a similar form agreeing to convey and conveying the real property and the improvements thereon located at 309 Willowbrook Road, Cumberland, Maryland 21502 to Jeffrey Raines in exchange for the payment of the purchase price in the amount of \$50,000.00;

SECTION 3: AND BE IT FURTHER ORDAINED, that the City Solicitor be and he is hereby authorized to execute a HUD-1 or similar closing statement and such other documents as may be required or expedient for the purpose of facilitating and completing the closing for the sale of the property referenced herein in accordance with the terms of the Contract of Sale attached hereto as Exhibit A and he is further authorized to deliver the deed executed by the Mayor and City Clerk to Jeffrey Raines at the said closing; and

SECTION 4: AND BE IT FURTHER ORDAINED, that this Ordinance shall take effect from the date of its passage.

Passed this 18th day of December, 2012.



Brian K. Grim, Mayor

ATTEST:



Marjorie A. Eirich, City Clerk

EXHIBIT A



RESIDENTIAL CONTRACT OF SALE

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

THIS FORM IS DESIGNED AND INTENDED FOR THE SALE AND PURCHASE OF IMPROVED SINGLE FAMILY RESIDENTIAL REAL ESTATE LOCATED IN MARYLAND ONLY. FOR OTHER TYPES OF PROPERTY INCLUDE APPROPRIATE ADDENDA.

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 19 of this Contract.

1. DATE OF OFFER: October 20, 2012

2. SELLER: Mayor & City Council of Cumberland, MD

3. BUYER: Jeffrey Raines

4. PROPERTY: Seller does sell to Buyer and Buyer does purchase from Seller, all of the following described Property (hereinafter "Property") known as 350 Willowbrook Rd. located in Cumberland Allegany City/County, Maryland, Zip Code 21502 together with the improvements thereon, and all rights and appurtenances thereto belonging.

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 Fifty Thousand Dollars (\$ 50,000.00).

7. PAYMENT TERMS: The payment of the purchase price shall be made by Buyer as follows: (a) An initial Deposit by way of check in the amount of Fifty Thousand Dollars (\$ 50,000.00) at the time of this offer. (b) An additional Deposit by way of Dollars (\$) to be paid

(c) All Deposits will be held in escrow by: (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 Dec. 20, 2012 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:

- (Check) [] Conventional Loan as follows: Loan Amount \$ Term of Note Years Amortization Years Interest Rate % Loan Program Loan Origination/Discount Fees (as a % of loan amount): Buyer agrees to pay %; Seller agrees to pay %; Buyer shall receive the benefit of any reduction in fees. [] FHA Financing Addendum [] Gift of Funds Contingency Addendum [] Owner Financing Addendum [] VA Financing Addendum [] Assumption Addendum [] OTHER: [X] No Financing Contingency



CONTRACT OF SALE

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- 2. **SELLER:** Mayor & City Council of Cumberland, MD
- 3. **BUYER:** Jeffrey Raines
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- 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.
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 - (a) An initial Deposit by way of check in the amount of Fifty Thousand Dollars (\$ 50,000.00) 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: _____
(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.

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- (Check)** Conventional Loan as follows:

Loan Amount \$ _____	<input type="checkbox"/> FHA Financing Addendum
Term of Note _____ Years	<input type="checkbox"/> Gift of Funds Contingency Addendum
Amortization _____ Years	<input type="checkbox"/> Owner Financing Addendum
Interest Rate _____ %	<input type="checkbox"/> VA Financing Addendum
Loan Program _____	<input type="checkbox"/> Assumption Addendum
Loan Origination/Discount Fees (as a % of loan amount):	<input type="checkbox"/> OTHER: _____
Buyer agrees to pay _____ %;	<input checked="" type="checkbox"/> No Financing Contingency
Seller agrees to pay _____ %;	
Buyer shall receive the benefit of any reduction in fees.	

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

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

11. ALTERNATE FINANCING: Provided Buyer timely and diligently pursues the financing described in Paragraph 9 "Financing"; Paragraph 10 "Financing Application and Commitment"; and the provisions of Paragraph 28 "Buyer Responsibility", 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 Paragraph 9, or any addendum to this Contract, the provision of Paragraph 10 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 Paragraph 10, or any addendum to this Contract.

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

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

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

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

Any contents the City allows to remain on the premises

ADDITIONAL INCLUSIONS (SPECIFY): at closing

ADDITIONAL EXCLUSIONS (SPECIFY): None

14. AGRICULTURALLY ASSESSED PROPERTY: 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 not applicable

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 not applicable

16. LEAD-BASED PAINT:

A. FEDERAL LEAD-BASED PAINT LAW: Title X, Section 1018, the Residential Lead-Based Paint Hazard Reduction Act of 1992 (the "Act"), requires the disclosure by Seller of information regarding lead-based paint and lead-based paint hazards in connection with the sale of any **residential** real property on which a residential dwelling was constructed prior to 1978.

Buyer _____

Seller [Signature]
350 Willowbrook

Unless otherwise exempt by the Act, the disclosure shall be made on the required federal Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards form. **Seller and any agent involved in the transaction are required to retain a copy of the completed Lead-Based Paint Disclosure form for a period of three (3) years following the date of settlement. A Seller who fails to give the required Lead-Based Paint Disclosure form and EPA pamphlet may be liable under the Act for three times the amount of damages and may be subject to both civil and criminal penalties.**

Buyer acknowledges by Buyer's initials below that Buyer has read and understands the provisions of Paragraph 16.A.

_____ / _____ (BUYER)

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

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

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

_____ / _____ (BUYER)

C. MARYLAND LEAD POISONING PREVENTION PROGRAM: Under the Maryland Lead Poisoning Prevention Program (the "Program"), any residential dwelling constructed prior to 1950 that is leased for residential purposes is required to be registered with the Maryland Department of the Environment (MDE). Any residential dwelling constructed between 1950 and 1978 that is leased for residential purposes may be registered with the MDE at the election of the owner. If the property was built prior to 1979 and is now or has been a rental property or may become a rental property in the future, a separate Maryland Lead-Based Paint Disclosure form should be completed.

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

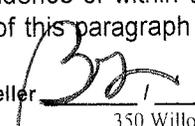
_____ / _____ (BUYER)

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

- | | |
|--|--|
| <input type="checkbox"/> Affiliated Business Disclosure Notice | <input type="checkbox"/> MD Non-Resident Seller Transfer Withholding Tax |
| <input type="checkbox"/> As Is | <input type="checkbox"/> Notice to Buyer and Seller – Maryland Residential Real Property Disclosure/Disclaimer Act |
| <input type="checkbox"/> Cash/Conventional Financing Appraisal Contingency | <input type="checkbox"/> On-Site Sewage Disposal System Inspection |
| <input type="checkbox"/> Condominium Resale Notice | <input type="checkbox"/> Property Subject to Ground Rent |
| <input type="checkbox"/> Conservation Easement | <input type="checkbox"/> Property Inspections |
| <input type="checkbox"/> Disclosure of Licensee Status | <input type="checkbox"/> Purchase Price Escalation |
| <input type="checkbox"/> First-Time Maryland Home Buyer Transfer & Recordation Tax | <input type="checkbox"/> Short Sale |
| <input type="checkbox"/> Homeowners Association Notice | <input type="checkbox"/> Sale, Financing, Settlement or Lease of Other Real Estate |
| <input type="checkbox"/> Kickout | <input type="checkbox"/> Seller's Purchase of Another Property |
| <input type="checkbox"/> Lead-Based Paint Hazard Inspection | <input type="checkbox"/> Third Party Approval |
| <input type="checkbox"/> Federal Lead-Based Paint and Lead-Based Hazards Disclosure of Information | <input type="checkbox"/> Water Quality |
| <input type="checkbox"/> Maryland Lead-Based Paint Disclosure | |
| <input type="checkbox"/> Local City/County Certifications/Registrations | |
| <input type="checkbox"/> Local City/County Notices/Disclosure | |
- Other Addenda/Special Conditions: _____

18. WOOD DESTROYING INSECT INSPECTION: Buyer, at Buyer's expense, (if VA, then at Seller's expense) is authorized to obtain a written report on the state regulated form from a Maryland licensed pest control company that, based on a careful visual inspection, there is no evidence of termite or other wood-destroying insect infestation in the residence or within three (3) feet of the residence; and damage due to previous infestation has been repaired. The provisions of this paragraph also

Buyer _____

Seller  _____

shall apply to: (1) the garage or within three (3) feet of the garage (whether attached or detached); (2) any outbuildings located within three feet of the residence or garage; and (3) a maximum of ten (10) linear feet of the nearest portion of a fence on Seller's Property within three feet of the residence or garage. If there is evidence of present infestation as described above, or if damage caused by present or prior infestation is discovered, Seller, at Seller's expense, shall repair any damage caused by present or prior infestation and have the present infestation treated by a licensed pest control company. If the cost of treatment and repair of such damage exceeds 2% of the purchase price, Seller may, at Seller's option, cancel this Contract, unless Buyer, at Buyer's option should choose to pay for the cost of treatment and repairs exceeding 2% of the purchase price, then this Contract shall remain in full force and effect. If such report reveals damage for which the cost of treatment and repair exceeds 2% of the purchase price, Seller's decision regarding treatment and repair of damage shall be communicated in writing to Buyer within five (5) days from receipt of the report, after which Buyer shall respond to Seller in writing with Buyer's decision within three (3) days from receipt of Seller's notification of Seller's decision. If Seller does not notify Buyer in writing of Seller's decision within five (5) days from receipt of report, Buyer may, at Buyer's option, pay for the cost of treatment and repairs exceeding 2% of the purchase price. If Buyer does not want to pay for the cost of treatment and repairs exceeding 2% of the purchase price, Buyer may terminate this Contract upon written notice delivered to Seller. In the event this Contract is terminated under the terms of this paragraph, the Deposit(s) shall be disbursed in accordance with the Deposit paragraph of this Contract.

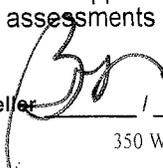
19. DEPOSIT: If the Deposit is held by a Broker as specified in Paragraph 7(c) of this Contract, Buyer hereby authorizes and directs Broker to hold the Deposit instrument without negotiation or deposit until the parties have executed and accepted this Contract. Upon acceptance, the initial Deposit and 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.

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

21. CONDITION OF PROPERTY AND POSSESSION: At settlement, Seller shall deliver possession of the Property and shall deliver the Property vacant, clear of trash and debris, broom clean and in substantially the same condition as existed on the Date of Contract Acceptance. All electrical, heating, air conditioning, plumbing (including well and septic), and any other mechanical systems and related equipment, appliances and smoke detector(s) included in this Contract shall be in working condition. Buyer reserves the right to inspect the Property within five (5) days prior to settlement. **EXCEPT AS OTHERWISE SPECIFIED IN THIS CONTRACT, INCLUDING THIS PARAGRAPH, THE PROPERTY IS SOLD "AS IS"**. The obligations of Seller as provided in this paragraph shall be in addition to any Disclosure and Disclaimer Statement as required by Section 10-702, Real Property Article, Annotated Code of Maryland and any provision of any inspection contingency addendum made a part of this Contract.

22. ADJUSTMENTS: Ground rent, homeowner's association fees, rent and water rent shall be adjusted and apportioned as of date of settlement; and all taxes, general or special, and all other public or governmental charges or assessments against

Buyer  _____

Seller  _____

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

23. SETTLEMENT COSTS: Buyer agrees to pay all settlement costs and charges including, but not limited to, all Lender's fees in connection herewith, including title examination and title insurance fees, loan insurance premiums, all document preparation and recording fees, notary fees, survey fees where required, and all recording charges, except those incident to clearing existing encumbrances or title defects, except if Buyer is a Veteran obtaining VA financing, those prohibited to be paid by a Veteran obtaining VA financing, which prohibited charges shall be paid by Seller.

24. TRANSFER CHARGES:

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

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

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

STATE TRANSFER TAX: Under Section 13-203(b) of the Tax-Property Article, Annotated Code of Maryland, the amount of state transfer tax due on the sale of property to a first-time Maryland homebuyer is reduced from 0.50% to 0.25% and shall be paid entirely by the Seller. Buyer is hereby notified that to ensure receipt of the above reduction, Buyer should so indicate on Page 9 of this Contract and complete the required affidavit at settlement indicating that the Buyer is a first-time Maryland homebuyer.

25. 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.

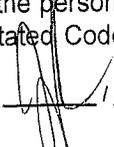
26. BROKER'S FEE: All parties irrevocably instruct the settlement officer to collect the fee or compensation and disburse same according to the terms and conditions provided in the listing agreement and/or agency representation agreement. Settlement shall not be a condition precedent to payment of compensation.

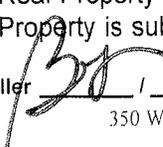
27. SELLER RESPONSIBILITY: Seller agrees to keep existing mortgages free of default until settlement. All violation notices or requirements noted or issued by any governmental authority, or actions in any court on account thereof, against or affecting the Property at the date of settlement of this Contract, 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.

28. 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.

29. 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.

30. 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

Buyer  _____

Seller  _____

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.)

31. 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.

32. 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.

33. 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.

34. 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 proceeding pending the conclusion of the mediation. If a party initiates or commences an action in violation of this provision, the party agrees to pay all costs and expenses, including reasonable attorneys' fees, incurred by the other party to enforce the obligation as provided herein. The provisions of this paragraph shall survive closing and shall not be deemed to have been extinguished by merger with the deed.

Buyer _____

Seller _____

35. 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 10 of this Contract; (b) the two (2) named Sales Associates identified on Page 10 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.

36. 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.

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

38. 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.

39. GUARANTY FUND: NOTICE TO BUYER: BUYER IS PROTECTED BY THE REAL ESTATE GUARANTY FUND OF THE MARYLAND REAL ESTATE COMMISSION, UNDER SECTION 17-404 OF THE BUSINESS OCCUPATIONS AND PROFESSIONS ARTICLE OF THE ANNOTATED CODE OF MARYLAND, FOR LOSSES IN AN AMOUNT NOT EXCEEDING \$25,000 FOR ANY CLAIM.

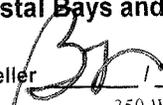
40. SINGLE FAMILY RESIDENTIAL REAL PROPERTY DISCLOSURE NOTICE: Buyer is advised of the right to receive a "Disclosure and Disclaimer Statement" from Seller (Section 10-702 Real Property Article, Annotated Code of Maryland).

41. 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.)

42. 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.

43. 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

Buyer _____

Seller  _____

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.

44. WETLANDS NOTICE: Buyer is advised that if all or a portion of the Property being purchased is wetlands, the approval of the U.S. Army Corps of Engineers will be necessary before a building permit can be issued for the Property. Additionally, the future use of existing dwellings may be restricted due to wetlands. The Corps has adopted a broad definition of wetlands which encompasses a large portion of the Chesapeake Bay Region. Other portions of the State may also be considered wetlands. For information as to whether the Property includes wetlands, Buyer may contact the Baltimore District of the U.S. Army Corps of Engineers. Buyer may also elect, at Buyer's expense, to engage the services of a qualified specialist to inspect the Property for the presence of 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.

45. 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.

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

47. 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.

48. 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.

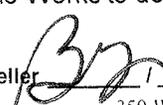
49. MILITARY INSTALLATIONS: This Section does not apply in Allegany, Carroll, Frederick, Garrett, Howard, Montgomery, and Washington Counties. Buyer is advised that the Property may be located near a military installation that conducts flight operations, munitions testing, or military operations that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

50. 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, 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.);

Buyer _____

Seller  _____

Contact Information:

BUYER / NAME(S): Jeffrey Raines
MAILING ADDRESS: _____

SELLER / NAME(S): Mayor & City Council of Cumberland, MD
MAILING ADDRESS: _____

Information provided for reference only:

LISTING BROKER: Coldwell Banker, P R E S BRANCH OFFICE: _____

OFFICE PHONE: (301) 777-3380 FAX: (301) 724-7789 BROKER/AGENT MLS ID: _____

OFFICE ADDRESS: 131 N. Centre St., Cumberland,, MD 21502

SALES ASSOCIATE: _____ E-Mail: _____ PHONE: _____

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

SELLING BROKER: Coldwell Banker, P R E S BRANCH OFFICE: _____

OFFICE PHONE: (301) 777-3380 FAX: (301) 724-7789 BROKER/AGENT MLS ID: 36213

OFFICE ADDRESS: 131 N. Centre St., Cumberland, MD 21502

SALES ASSOCIATE: _____ E-Mail: _____ PHONE: _____

ACTING AS: SELLER AGENT (WHETHER "COOPERATING AGENT" OR "SELLING AGENT"); OR
 BUYER AGENT; OR
 INTRA - COMPANY AGENT WITH BROKER AS DUAL AGENT



AS IS ADDENDUM

ADDENDUM # 1 dated September 10, 2012 to Contract of Sale dated September 10, 2012, between Buyer Jeffrey Raines and Seller Mayor & City Council of Cumberland, MD for Property known as 350 Willowbrook Rd., Cumberland, 21502

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

The Property is sold in "AS IS" condition as of the Date of Contract Acceptance. Seller makes no warranty, express or implied, as to the condition of the Property or any equipment or system contained therein. Seller agrees to comply with Section 10-702 of the Real Property Article of the Annotated Code of Maryland if applicable (*Residential Property Disclosure and Disclaimer*). **The parties agree that all clauses in the Contract pertaining to property condition and wood destroying insects are hereby deleted from the Contract.** Buyer understands and agrees that Seller shall have no obligation to make repairs.

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

[Handwritten signature]

A. "AS IS" WITHOUT INSPECTION(S)

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

[Handwritten plus sign]

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

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

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

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

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

[Handwritten signature] 9-10-12
Buyer Signature Date
Jeffrey Raines

[Handwritten signature] 12/10/12
Seller Signature Date
Mayor & City Council of Cumber

Buyer Signature Date

Seller Signature Date



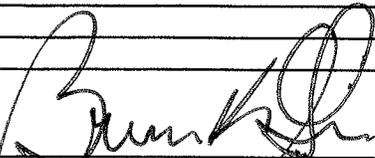


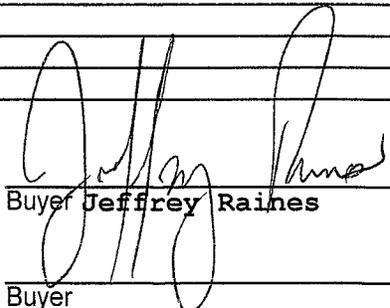
Historic Highlands Association of REALTORS®, Inc.
GENERAL ADDENDUM



ADDENDUM # 2 dated September 10, 2012 to Contract of Sale dated September 10, 2012,
 between Buyer Jeffrey Raines and
 Seller Mayor & City Coucil Cumberland, MD for Property known
 as 350 Willowbrook Rd., Cumberland, MD 21502

This contract is contingent upon the issuance of an occupancy permit for the
Purchaser's business offices and material storage known as Raines Roofing & Siding


 Seller Mayor & City Coucil Cumberland
 Seller

 9-10-12
 Buyer Jeffrey Raines
 Buyer

Date _____

Date _____

This recommended form is the property of the Historic Highlands Association of REALTORS®, Inc. and is for use by members only.



STATE OF MARYLAND
REAL ESTATE COMMISSION

Understanding Whom Real Estate Agents Represent

At the Time of the First Scheduled Face to Face Contact with You, the Real Estate Licensee Who is Assisting You is Required by Law to Provide this Notice to You. This Notice is Not a Contract or Agreement and Creates No Obligation on Your Part.

Before you decide to sell or buy or rent a home you need to consider the following information

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

Agents Who Represent the Seller

Seller's Agent: A seller's agent works for the real estate company that lists and markets the property for the sellers and exclusively represents the sellers. That means that the Seller's agent may assist the buyer in purchasing the property, but his or her duty of loyalty is only to the sellers.

Cooperating Agent: A cooperating agent works for a real estate company different from the company for which the seller's agent works. The cooperating agent can assist a buyer in purchasing a property, but his or her duty of loyalty is only to the sellers.

If you are viewing a property listed by the company with whom the agent accompanying you is affiliated, and you have not signed a "Consent for Dual Agency" form, that agent is representing the seller.

Agents Who Represent the Buyer

Presumed Buyer's Agent (no written agreement): When a person goes to a real estate agent for assistance in finding a home to purchase, the agent is presumed to be representing the buyer and can show the buyer properties that are *NOT* listed by the agent's real estate company. A presumed buyer's agent may *not* make or prepare an offer or negotiate a sale for the buyer. The buyer does *not* have an obligation to pay anything to the presumed agent.

If for any reason the buyer does not want the agent to represent him or her as a presumed agent, either *initially* or *at any time*, the buyer can decline or terminate a presumed agency relationship simply by saying so.

Buyer's Agent (by written agreement): A buyer may enter into a written contract with a real estate agent which provides that the agent will represent the buyer in locating a property to buy. The agent is then known as the buyer's agent. That agent assists the buyer in evaluating properties and preparing offers, and negotiates in the best interests of the buyer. The agent's fee is paid according to the written agreement between the agent and the buyer. If you as a buyer wish to have an agent represent you, you must enter into a written buyer agency agreement before a contract offer can be prepared.

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.

If both seller and buyer agree to dual agency by signing a Consent For Dual Agency form, then the "dual agent" (the broker or the broker's designee) will assign one agent to represent the seller (the seller's "intra-company agent") and another agent to represent the buyer (the buyer's "intra-company agent"). Intra-company agents may provide the same services to their clients as exclusive seller's or buyer's agents, including advising their clients as to price and negotiation strategy, provided the clients have both consented to be represented by dual agency.



STATE OF MARYLAND
REAL ESTATE COMMISSION

Consent For Dual Agency

(In this form, the word "seller" includes "landlord"; "buyer" includes "tenant"; and "purchase" or "sale" includes "lease")

When Dual Agency May Occur

The possibility of Dual Agency arises when:

- 1) The buyer is interested in a property listed by a real estate broker; and
- 2) The seller's agent and the buyer's agent are affiliated with the same real estate broker.

Important Considerations Before Making a Decision About Dual Agency

A broker acting as a dual agent does not exclusively represent either the seller or buyer; there may be a conflict of interest because the interests of the seller and buyer may be different or adverse. As a dual agent, the real estate broker does not owe undivided loyalty to either the seller or buyer.

Before the buyer and seller can proceed to be represented by a broker acting as a dual agent, they must both sign Consent for Dual Agency. If the buyer has previously signed Consent for Dual Agency, the buyer must **affirm** the buyer's consent for the purchase of a particular property before an offer to purchase is presented to the seller. If the seller has previously signed Consent for Dual Agency, the seller must **affirm** the seller's consent for the sale of the property to a particular buyer before accepting an offer to purchase the property. The **affirmation** is contained on Page 2 of this form.

Your Choices Concerning Dual Agency

In a possible dual agency situation, the buyer and seller have the following options:

1. **Consent in writing to dual agency.** If all parties consent in writing, the real estate broker or the broker's designee (the "dual agent") will assign one real estate agent affiliated with the broker to represent the seller (the seller's "intra-company agent") and another agent affiliated with the broker to represent the buyer (the buyer's "intra-company agent"). Intra-company agents may provide the same services to their clients as an exclusive seller's or buyer's agent, including advising their clients as to price and negotiation strategy.
2. **Refuse to consent to dual agency.** If either party refuses to consent in writing to dual agency, the real estate broker must terminate the brokerage relationship for that particular property with the buyer, the 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 another real estate company. If the buyer's agreement is terminated, 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 cooperating agent from another company. Alternatively, the buyer may choose to enter into a written buyer agency agreement with a different company.

ADDENDUM TO CONTRACT OF SALE

THIS ADDENDUM TO CONTRACT OF SALE ("Addendum") is made by and between **MAYOR AND CITY COUNCIL OF CUMBERLAND** (the "Seller"), and **JEFFREY RAINES** (the "Purchaser").

RECITALS

WHEREAS, the parties hereto entered into a Contract of Sale (the "Contract") of even date herewith for the Buyer's purchase from Seller and the Seller's sale to Buyer of the real property and the improvements thereon located at 309 Willowbrook Road, Cumberland, MD 21502 (the "Property"); and

WHEREAS, the purpose of this Addendum is to set forth additional terms which shall be applicable to the transaction described in the Contract.

WITNESSETH

NOW THEREFORE, in consideration of the deposit paid pursuant to the terms of the Contract and other good and valuable considerations set forth in the Contract and this Addendum, the receipt and sufficiency of which are hereby acknowledged by the parties hereto, the Seller and Buyer hereby agree as follows.

1. **Recitals**. The Recitals set forth above are not merely prefatory. They are incorporated by referenced as though they were set forth in full herein, it being the intention of the parties that they form a part of this Addendum.

2. **Conflict Resolution**. In the event of a conflict between the terms of this Addendum and the terms of the Contract, the terms of this Addendum shall supercede and take the place of the conflicting provisions in the Contract, but only to the extent of the conflict.

3. **Property Improvements**. It is a material term of the Contract and this Addendum that within one (1) year from the date of settlement, the Buyer shall make the following improvements to the Property:

- A. Replace the roof;
- B. Repair and encase the soffit and fascia;
- C. Repoint masonry block and repair concrete;
- D. Repaint the exterior;
- E. Remove overgrowth of vegetation and perform landscaping;
- F. Repair fencing;
- G. Replace exterior door units; and
- H. Replace exterior window units.

It is understood that the deed effecting the conveyance of the Property from the Seller to the Buyer will include certain rights of reverter on the part of the Seller in the event the said improvements are not made to the reasonable satisfaction of Seller in a timely manner, the form and content of the deed to be used in connection with the transfer of the Property from the Seller to the Buyer being set forth in the Exhibit A attached hereto and made a part hereof. Notwithstanding the foregoing, the Seller, at his option, may perform further repairs, renovations and improvements that it desires.

4. **No Warranties/Representations.** The Seller makes no representations or warranties of any kind with respect to the Property, it being understood that the Buyer is responsible for performing his own due diligence. In that regard, the deed effecting the conveyance of the Property from the Seller to the Buyer shall be a quit claim deed.

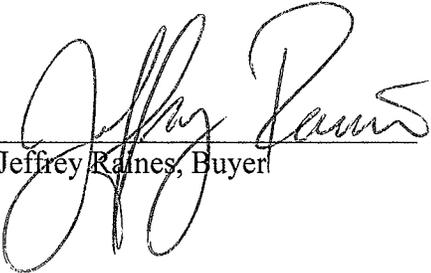
5. **Easements.** The conveyance of the Property shall be subject to the easements described in the draft deed attached hereto as Exhibit A.

WITNESS:

Seller: MAYOR AND CITY COUNCIL
OF CUMBERLAND

Marjorie A. Eirich
City Clerk

By: _____ date _____
Brian K. Grim

 _____ date 10-22-12
Jeffrey Rames, Buyer

SURVEY CONTINGENCY

THIS CONTRACT IS CONTINGENT ON THE BUYER'S SURVEY SHOWING THE BUILDING AND CHAIN LINK FENCE ARE WITHIN THE LANDS TO BE CONVEYED.



THIS DEED, made this 18th day of December, 2012, by and between **MAYOR AND CITY COUNCIL OF CUMBERLAND**, a Maryland municipal corporation, party of the first part, and **JEFFREY RAINES**, of Allegany County, Maryland, party of the second part.

WITNESSETH:

That for and in consideration of the sum of Fifty Thousand Dollars (\$50,000.00) cash in hand paid and for other good and valuable considerations, the receipt of all of which is hereby acknowledged, the party of the first part does hereby quitclaim unto party of the second part, his personal representatives, heirs and assigns, all of the party of the first part's right, title, interest and estate in and to the following described property lying and being in the City of Cumberland, Allegany County, Maryland, to wit:

SEE ATTACHED EXHIBIT A

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the above-described property unto party of the second part, his personal representatives, heirs and assigns in fee simple forever.

The foregoing conveyance is made subject to the following covenants, restrictions and agreements:

- A. Replace the roof;
- B. Repair and encase the soffit and fascia;
- C. Repoint masonry block and repair concrete;
- D. Repaint the exterior;
- E. Remove overgrowth of vegetation and perform landscaping;
- F. Repair fencing;
- G. Replace exterior door units; and

H. Replace exterior window units.

Said improvements shall be completed to the reasonable satisfaction of the party of the first part no later than one (1) year from the date of this deed as such date is first written above.

2. The party of the first part and its designees shall have the right to inspect the hereinbefore-described property from time to time in order to ensure that the work described in paragraph 1 above is progressing and is being performed and completed in the manner described herein; provided, however, that the party of the first part shall endeavor to give the party of the second part no less than seventy-two (72) hours advance notice of any such inspections. The party of the second part shall fully cooperate with the party of the first part and its designees in regard to the scheduling and conduct of the inspections.

3. The party of the second part may not convey the hereinbefore-described property or any interest therein (aside from a security interest granted subject to these covenants, restrictions and agreements) to a third party until all of the repairs and improvements described in paragraph 1 are completed in accordance with the terms and provisions set forth therein. Any such conveyance or attempt at such conveyance shall be null and void.

4. In the event the property is not reconveyed to the party of the first part within two (2) years of the date of this deed, as such date is first written above, in accordance with the hereinafter set forth provisions, the repairs and/or improvements described above shall be deemed to have been completed in accordance with the terms

and provisions set forth above, and the party of the first part shall forfeit its hereinafter-described rights of reverter.

5. Should the party of the second part fail to comply with the terms and provisions of paragraph 1 hereinbefore, the title to the said property shall immediately and without the necessity of any further action on the part of the party of the first part, revert and revest in the party of the first part, and the party of the second part shall lose and forfeit all of its rights, title and interest in and to the said property and to the improvements, fixtures, rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining, and the party of the first part shall have the right of re-entry to the said property.

6. In furtherance of the terms and provisions set forth in the preceding paragraph, the party of the second part hereby appoints Jeffrey D. Rhodes, City Administrator of the City of Cumberland, and his successor City Administrators, his true and lawful attorney-in-fact, with full power of substitution, hereby granting them full power and authority for him and in his stead to execute and deliver a deed or deeds to the hereinbefore-described property to the party of the first part in the event the party of second part fails to comply with the terms and provisions set forth in paragraph 1 hereinbefore and to do any and all acts required in order to effect the conveyance of the hereinbefore-described property to the party of the first part in the event the party of the second part fails to comply with the said terms and conditions. Alternatively, the party of the second part hereby authorizes and empowers Jeffrey D. Rhodes, City Administrator of the City of Cumberland, and his successor City Administrators to execute and deliver a deed or deeds to the hereinbefore-described property to the party of the first part in the

event the party of second part fails to comply with the terms and provisions set forth in paragraph 1 hereinbefore and to do any and all acts required in order to effect the conveyance of the hereinbefore-described property to the party of the first part in the event the party of the second part fails to comply with the said terms and conditions. The terms and provisions of this paragraph 6 shall not be subject to revocation except upon the written consent of the party of the first part; however, notwithstanding the foregoing, they shall expire on the date set forth in paragraph 4 above and shall be of no further force and effect after that date.

7. Once the improvements identified in paragraph 1 above have been made to the satisfaction of the party of the first part, upon the request of the party of the second part, the party of the first part shall deliver a deed to the party of the second part which shall effect the surrender of the rights of reverter as described herein.

FURTHER SUBJECT, HOWEVER, to the deed from Mayor and City Council of Cumberland to the State Roads Commission, acting for and on behalf of the State of Maryland, dated March 3, 1967 and recorded among the Land Records of Allegany County, Maryland in Liber 405, folio 269 and to the deed from Mayor and City Council of Cumberland to the State Roads Commission, acting for and on behalf of the State of Maryland, dated April 13, 1971 and recorded among the Land Records in Liber 445, folio 70. This deed is further subject to any restrictions, covenants, rights of way, easements, etc. which are of record.

Further, it is understood and agreed that there are certain storm sewer, sanitary sewer and water lines running through the property described hereinbefore, which lines (hereinafter, collectively identified as the "Lines") are shown on the plat attached hereto

as Exhibit A and are identified thereon as (i) Existing 36" Water Main, (ii) Existing 8" Water Main, (iii) 36" Concrete Pipe Storm Sewer, and (iv) Existing Sanitary Sewer. The party of the first part reserves unto itself an easement for the purpose of laying out, constructing, operating, maintaining, repairing, replacing and/or relocating the Lines, together with the right of ingress, egress and regress over and across the property conveyed pursuant to the terms of this deed for the purposes herein set forth. It is further understood and agreed that the party of the second part may not erect buildings or structures of any kind over the Lines without the consent of the party of the first part, said consent not to be unreasonably withheld, it being understood that the terms of this sentence shall not be construed to effect a requirement that the party of the second part remove any buildings or structures which are presently standing over the top of the Lines.

In the event the party of the first part performs any work on the Lines and the improvements which are existing on the property hereinbefore conveyed as of the date of this deed are damaged, the party of the first part shall restore the said improvements to the condition they were in prior to the performance of the work. In the event either the Existing Sanitary Sewer or the 36" Concrete Pipe Storm Sewer shown on the plat attached hereto as Exhibit A require repairs and the need for such repairs can be obviated by rerouting those Lines, at the election of the party of the second part, those Lines shall be rerouted through the property hereinbefore conveyed at a location therein to be agreed upon by the parties hereto.

All of the foregoing covenants and restrictions, including, but not limited to, those related to the repair and renovation of the improvements on the property hereinbefore conveyed as well as those relative to the Lines shall be deemed to touch and concern the

land and shall run with the title to the land. The said covenants and restrictions shall be binding upon the parties hereto as well as their respective personal representatives, heirs, successors, assigns and successors in title.

WITNESS the hand and seal of the party of the first part the day and year first above written.

WITNESS/ATTEST:



Marjorie A. Eirich, City Clerk

MAYOR AND CITY COUNCIL
OF CUMBERLAND

By:  (SEAL)

Brian K. Grím, Mayor

Jeffrey Raines (SEAL)

WITNESSES TO SIGNATURE
OF JEFFREY RAINES

signature

printed name

address

signature

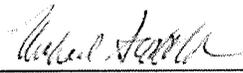
printed name

address

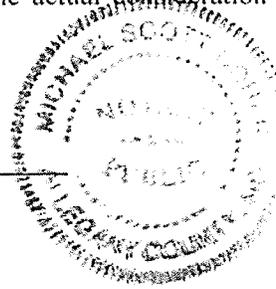
STATE OF MARYLAND,
ALLEGANY COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 13th day of December, 2012, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared **Brian K. Grim**, known to me or satisfactorily identified to be the person whose name is subscribed to the within instrument, the Mayor of Mayor and City Council of Cumberland, a municipal corporation of the State of Maryland, and acknowledged the foregoing to be the act and deed of the said Mayor and City Council of Cumberland; and at the same time made oath he is duly authorized by it to make this acknowledgment; and he further certified under the penalties of perjury that the actual consideration for the foregoing conveyance is \$50,000.00.

WITNESS my hand and Notarial Seal.



NOTARY PUBLIC



My Commission Expires: 11/17/17

STATE OF MARYLAND,
ALLEGANY COUNTY, TO WIT:

I HEREBY CERTIFY, that on this _____ day of _____, 2012, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared **Jeffrey Raines**, known to me or satisfactorily identified to be the person whose name is subscribed to the within instrument, and acknowledged the foregoing to be his act and deed.

WITNESS my hand and Notarial Seal.

NOTARY PUBLIC

My Commission Expires: _____

ATTORNEY CERTIFICATION

I HEREBY CERTIFY that the within and foregoing document was prepared by, or under the supervision of, the undersigned, a Maryland attorney. The undersigned did not perform a title search in connection with the preparation of this instrument.



MICHAEL SCOTT COHEN

AFFIDAVIT ON NON-APPLICABILITY OF MD. CODE ANN.,
TAX-GENERAL, SECTION 10-912

I/We hereby certify under the penalties of perjury and upon personal knowledge that the deed or other instrument presented for recordation with this Affidavit is not subject to Md. Ann. Code. Tax General, Section 10-912 because:

- _____ I/We are residents of the State of Maryland.
- X Transferor is a resident entity under Tax-General, Section 10-912(A)(4), I am an agent of the Transferor, and I have authority to sign this document.
- _____ The property is my principal residence as defined in IRC Section 121.

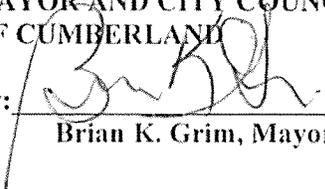
DATED this 18th day of December, 2012.

WITNESS/ATTEST:



Marjorie A. Eirich, City Clerk

MAYOR AND CITY COUNCIL
OF CUMBERLAND

By:  (SEAL)

Brian K. Grim, Mayor

EXHIBIT A

November 20, 2012

LEGAL DESCRIPTION FOR THE 35,532 SQUARE FOOT (0.82 ACRE) PARCEL (CITY OF CUMBERLAND GARAGE) TO BE PURCHASED BY JEFF RAINES. PARCEL LOCATED ON THE SOUTHWESTERLY SIDE OF WILLOWBROOK ROAD, ELECTION DISTRICT NO. 22, CUMBERLAND, ALLEGANY COUNTY, MARYLAND.

ALL that piece or parcel of land located on the southwesterly side of Willowbrook Road, Election District No. 22, Cumberland, Allegany County, Maryland and more particularly described as follows: (Deed north meridian and horizontal measurements being used throughout) to wit:

BEGINNING for the same at a point on the northeasterly side of Reynolds Street at the intersection of Lot Nos. 463 and 464 which are shown on a plat entitled "Cumberland Improvement Companies, Eastern Addition Annex to the City of Cumberland" recorded as Plat No. 180, one of the plat records of Allegany County, Maryland; said point of beginning also marking the beginning of a deed dated November 24, 1930, The Cumberland Improvement Company to The Mayor and City Council of Cumberland, Maryland recorded in Deed Liber No. 164, Folio No. 521, one of the land records of Allegany County, Maryland; thence leaving Reynolds Street and with and binding on the division line between Lot Nos. 463 and 464 for the first course and distance and also with and binding on the fourth line reversed of Lot No. 464 as referenced in the above deed

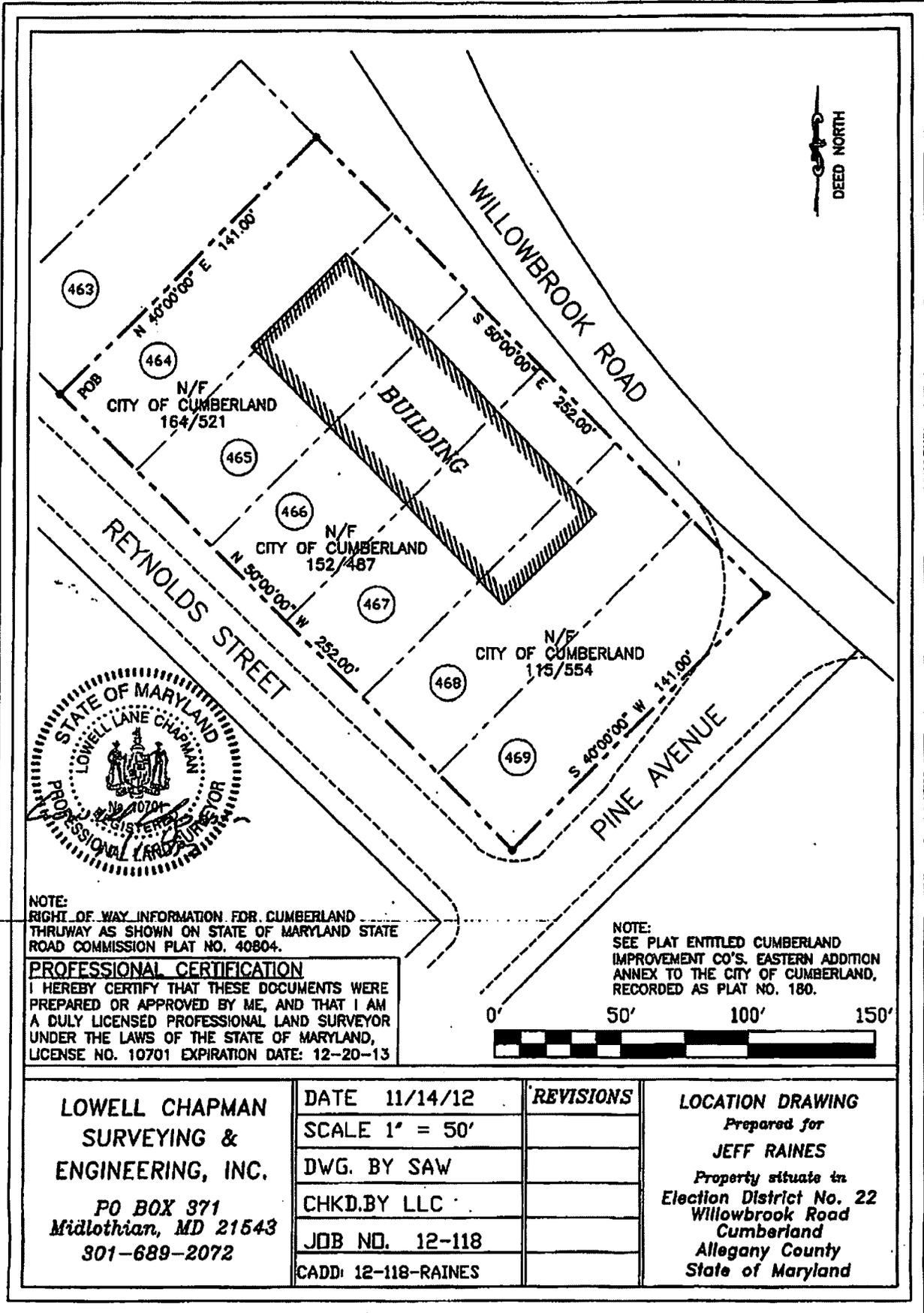
1. North 40° 00' 00" East 141.00 feet to a point on a road formerly called Neill Road, now Willowbrook Road; thence with and binding along Neill Road (Willowbrook Road) for the next course and distance
2. South 50° 00' 00" East 252.00 feet to a point at the intersection of said road with Pine Avenue; said point also marking the end of the second line of Lot No. 469, referenced in a deed dated October 28, 1914, Charles W. Prince et ux to Mayor and City Council of Cumberland, recorded in Deed Liber No. 115, Folio No. 554, one of the aforesaid land records; thence following along the northwesterly side of Pine Avenue and also reversing said above referenced entire second line for the next course and distance

3. South 40° 00' 00" West 141.00 feet to a point on the northeasterly side of Reynolds Street; thence with and binding on the northeasterly side of same for the next course and distance
4. North 50° 00' 00" West 252.00 feet to the place of beginning, containing 35,532 square feet (0.82 acres), more or less, all of which is shown on the accompanying plat and made a part thereof.

ALL of the above described parcel containing 35,532 square feet (0.82 acres) being composed from the following three deeds:

- All of a deed dated November 24, 1930, The Cumberland Improvement Company to The Mayor and City Council of Cumberland, Maryland, recorded in Deed Liber No. 164, Folio No. 521, one of the land records of Allegany County, Maryland
- ALL of a deed dated February 16, 1926, Cumberland Improvement Company to Mayor and City Council of Cumberland, Maryland, recorded in Deed Liber No. 152, Folio No. 487, one of the land records of Allegany County, Maryland
- ALL of a deed dated October 28, 1914, Charles W. Prince et ux to Mayor and City Council of Cumberland, recorded in Deed Liber No. 115, Folio No. 554, one of the land records of Allegany County, Maryland.

SUBJECT to all easements, covenants, restrictions, reservations, etc. as of record and as shown on the accompanying plat.



NOTE:
RIGHT OF WAY INFORMATION FOR CUMBERLAND
THRUWAY AS SHOWN ON STATE OF MARYLAND STATE
ROAD COMMISSION PLAT NO. 40804.

PROFESSIONAL CERTIFICATION
I HEREBY CERTIFY THAT THESE DOCUMENTS WERE
PREPARED OR APPROVED BY ME, AND THAT I AM
A DULY LICENSED PROFESSIONAL LAND SURVEYOR
UNDER THE LAWS OF THE STATE OF MARYLAND,
LICENSE NO. 10701 EXPIRATION DATE: 12-20-13

NOTE:
SEE PLAT ENTITLED CUMBERLAND
IMPROVEMENT CO'S. EASTERN ADDITION
ANNEX TO THE CITY OF CUMBERLAND,
RECORDED AS PLAT NO. 180.



LOWELL CHAPMAN SURVEYING & ENGINEERING, INC. PO BOX 371 Midlothian, MD 21543 301-689-2072	DATE 11/14/12	REVISIONS	LOCATION DRAWING Prepared for JEFF RAINES Property situate in Election District No. 22 Willowbrook Road Cumberland Allegany County State of Maryland
	SCALE 1" = 50'		
	DWG. BY SAW		
	CHKD. BY LLC		
	JOB NO. 12-118		
CADD: 12-118-RAINES			

2012

MARYLAND
FORM

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

Based on the certification below, Transferor claims exemption from the tax withholding requirements of §10-912 of the Tax-General Article, Annotated Code of Maryland. Section 10-912 provides that certain tax payments must be withheld and paid when a deed or other instrument that effects a change in ownership of real property is presented for recordation. The requirements of §10-912 do not apply when a transferor provides a certification of Maryland residence or certification that the transferred property is the transferor's principal residence.

1. Transferor Information

Name of Transferor Mayor and City Council of Cumberland
--

2. Reasons for Exemption

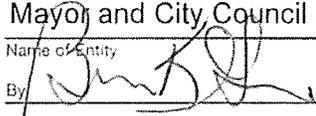
Resident Status	<input type="checkbox"/> I, Transferor, am a resident of the State of Maryland. <input checked="" type="checkbox"/> Transferor is a resident entity as defined in Code of Maryland Regulations (COMAR) 03.04.12.02B(11), I am an agent of Transferor, and I have authority to sign this document on Transferor's behalf.
Principal Residence	<input type="checkbox"/> Although I am no longer a resident of the State of Maryland, the Property is my principal residence as defined in IRC 121 and is recorded as such with the State Department of Assessments and Taxation.

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

3a. Individual Transferors

Witness _____	Name _____
	Signature _____

3b. Entity Transferors

 Witness/Attest _____	Mayor and City Council of Cumberland Name of Entity _____ By  Brian K. Grim Name _____ Mayor Title _____
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