

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

	UPON EXECUTION BY BUYER AND SELLER, THIS DOCUMENT WILL BECOME AN ADDENDUM TO THE CONTRACT OF SALE
	ELLER'S DISCLOSURE made on 09/26/2024 ADDENDUM to Contract of Sale dated
	etween Buyer
	nd Seller_Talent Renovation LLC
	or Property known as 44 Bancroft Street, Taneytown, MD 21787
— Initial	. INCLUSIONS/EXCLUSIONS. Included in the purchase price are all permanently attached fixtures, including all smoke etectors (and, carbon monoxide detectors, as applicable). Certain other now existing items which may be considered ersonal property, whether installed or stored upon the property, are included if box below is checked.  [
PSM	[ ] Alarm System
	LEASED ITEM(S) INCLUDED:    Fuel Tank(s)
Initial SMM	. UTILITIES: WATER, SEWAGE, HEATING, AND AIR CONDITIONING (check all that apply):  Water Supply [X ] Public [ ] Well   Sewage Disposal [X ] Public [ ] Septic [ ] Other   Septing [ ] Gas [ X ] Electric [ ] Oil [ ] Heat Pump [ ] Other   Septing [ ] Gas [ X ] Electric [ ] Oil [ ] Other   Septing [ ] Other
	All other terms and conditions of the Contract of Sale remain in full force and effect.  10/4/2024  Prakadu Sankuratri, Managing Member
	Buyer Signature Date Seller Signature Date
	Buyer Signature Date Seller Signature Date

REALTOR\*

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CONCESSION OF THE PROPERTY AND THE PROPE

### GENERAL ADDENDUM TO CONTRACT OF SALE

FOR USE WITH THE MARYLAND ASSOCIATION OF REALTORS® RESIDENTIAL CONTRACT OF SALE FORM

Addendum d	lated	to Contract of Sale (the "C	Contract') dated
Buyer(s):			-
	alent Renovation LLC		
Property: 4	4 Bancroft Street, Tan	eytown, MD 21787	
under the la agreement. expressed in competent a	ws of the State of Marylar The original terms of the 0 n writing. All parties have	nd. Once signed by the parties Contract can only be altered th the right to be represented by tand any term(s) of the Contrac	required to be in writing to be enforceable s, the Contract becomes a legally binding tereafter with the agreement of the parties an attorney and are encouraged to seek ct. The broker/agent is required to promptly
ordinances a broker/agent unimproved Sale form m	and/or restrictive covenant is is designed and intender residential property. If Buye ay not adequately serve to	s applicable to the property. To d for use only in the purchase er intends to use a property for a protect Buyer's interests witho	r restricted as a result of zoning laws, local the Contract of Sale form provided by the e and sale of single-family residences or any other purpose, the standard Contract of but the addition of an appropriate clause or Buyer's intended use of the Property will be
subject to o improvemen Association Restrictions	ertain restrictions applical ts to the Property referred or Condominium Associa as well as the Bylaws of the	ble to the use of the Propert d to as covenants. In the cas tion, the covenants are conta	new or re-sale, located in a subdivision are ty as well as the construction of certain se of Property subject to a Homeowners ained in a Declaration of Covenants and properties may be subject to covenants as Seller Acknowledges:
The property	//IS or/	IS NOT part of a records	ed subdivision with restrictive covenants.
The property	//IS or/	IS NOT part of a volunta	ary Community Association.
The Seller associations	is unaware of the proper/ Seller Initial:	ty as being part of any restr s	rictive covenants or voluntary community
Current volu Annually/	ntary fees or assessments Quarterly/ Monthly (ch	for the community association a neck one)	are \$
Name of Ass	sociation		
			Email

- **4. PRIVATE AGREEMENTS:** Some Property may be subject to agreements, covenants or restrictions relating to the cost of certain maintenance items, restricting the use of properties or dealing with other matters. For example, properties sharing a driveway are often subject to such agreements. These private agreements do not fall within the required disclosures of HOA or condominium laws and may or may not be recorded. Buyer should make inquiries of Seller prior to or at the time of contract.
- **5. EQUAL HOUSING OPPORTUNITY:** A REALTOR is required by federal, state and local law, and the Code of Ethics of the National Association of REALTORS to treat all parties in a non-discriminatory manner without regard to race, color, religion, sex, familial status, national origin, marital status, sexual orientation, gender identity, disability, source of income, or other protected classifications under Fair Housing Laws.
- **6. SETTLEMENT:** All persons to be in title and/or responsible where a mortgage is to be created should be present at the time of settlement and may be required to provide proper identification. Buyer should establish gas, electric and water service in Buyer's name commencing the day of settlement. Buyer should be prepared at the time of settlement to pay the settlement costs and the balance due under the Contract. Buyer must provide for amounts to be paid at settlement in acceptable form (cash, wired funds, bank check or certified check) to meet title company guidelines. In some cases, Seller may be required to provide funds in excess of any sales proceeds in order for settlement to occur, in which event, Seller also should be prepared to make payment in an approved form. Any party uncertain of the amount required at settlement, or approved methods to pay, should make inquiry of the title company or settlement attorney prior to settlement.
- 7. MORTGAGE REQUIREMENTS: Buyer acknowledges that, as a condition of obtaining a mortgage loan, lenders may require proof of hazard insurance coverage and may also require flood insurance coverage. Depending upon the type of mortgage applied for by Buyer, lenders may require certain certifications that relate to a Property or require inspections/appraisals that certify that a Property is free of specific hazards or conditions.
- 8. BWI AIRPORT NOTICE: Some properties may be located in the Baltimore/Washington International Airport Noise Zone. A Buyer desiring to obtain a copy of Noise Zone Maps may do so by calling the Office of Noise, Real Estate and Land Use Compatibility at 410-859-7375 or visit <a href="https://marylandaviation.com/environmental/bwi-marshall-noise-zone/">https://marylandaviation.com/environmental/bwi-marshall-noise-zone/</a> for more information. Information regarding the location of other airports and their operations may be obtained by calling the local zoning office for the area in which the Property is located.
- **9. ENVIRONMENTAL CONSIDERATIONS; HAZARDOUS MATERIALS:** There are many hazardous materials that could affect a Property. The Brokers and their agents will generally have no knowledge of these hazardous materials and do not have the technical expertise to ascertain or advise you of the presence or significance of these hazardous materials. Buyer has the right to request, as a condition of an offer and, subject to acceptance by the Seller, the employment of a specialist of Buyer's choice to provide an analysis of hazardous materials which may be present.

Hazardous materials inside a property can include, but are not limited to, fire retardant treated plywood (FRT), asbestos, aluminum wiring, radon, polybutylene pipe (PB), lead paint, petroleum products, lawn and garden chemicals and indoor air pollutants that can accumulate. Hazardous materials outside the home can include, but are limited to, those found in contaminated land, water, landfills and other disposal sites, industrial air and water emissions, radiation from high tension wires, and those which may be present in underground storage tanks.

Generally, additional information pertaining to these materials is available from the Maryland Department of the Environment (MDE) at (410) 537-3000.

Additional information regarding FRT plywood is available from the National Association of Homebuilders at (800) 368-5242.

Additional information regarding Radon can be found at

https://mde.maryland.gov/programs/air/radiologicalhealth/pages/radon.aspx or buyer can contact the Center for Radiological Health at the MDE at (410) 537-3000 for further information on radon.

Additional information regarding asbestos can be found at

https://mde.maryland.gov/programs/air/asbestos/pages/factsaboutasbestos.aspxv or buyer can contact the MDE at (410) 537-3000 for further information on asbestos.

Date	Buyer
Date	Buyer
Date	Seller Prakadu Sankuratri, Managing Member
Date	Seller

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, financial and other advice. The Greater Baltimore Board of REALTORS®, Inc.

Harford County Association of REALTORS®, Inc.

Carroll County Association of REALTORS®, Inc.

Howard County Association of REALTORS®, Inc.

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### CARROLL COUNTY NOTICES AND DISCLOSURES ADDENDUM

(for use with the Maryland REALTORS® Contract of Sale)

The Residential Contract of Sale between Talent Renovation LLC	
(Seller) and	
(Buyer) dated	for the sale of property
known as 44 Bancroft Street, Taneytown, MD 21787	(the Property) located in Carroll County, Maryland, is hereby
amended by addition of the following, which is incorporated in and made a part of	of the Contract of Sale. In the event any of the following provisions
are inconsistent with other provisions in the Contract of Sale, the terms and cond shall control.	litions of this Addendum shall supersede such other provisions and
NOTICE	<u> </u>
INFORMATION ABOUT THIS PROPERTY (INCLUDING IMPACT FE HIGHWAYS, ROADS, BY-PASSES, TEMPORARY CUL-DE-SACS & ROAINTENDED USE, BUILDING PERMITS AND PROPERTY ACCESS IS A DEVELOPMENT DEPARTMENT. FUTURE USES, PAST USES AND ORDITHE:	AD EXTENSIONS, OFF-CONVEYANCE DETAILS SUCH AS VAILABLE IN THE CARROLL COUNTY PLANNING AND
<ul> <li>RECORD PLAT</li> </ul>	
<ul> <li>CARROLL COUNTY</li> </ul>	MASTER PLAN
<ul> <li>CARROLL COUNTY</li> </ul>	ZONING ORDINANCE
COMMUNITY PLANNERS ARE FAMILIAR WITH THE COMMUNITIES TO QUESTIONS.	O WHICH THEY ARE ASSIGNED AND CAN ANSWER YOUR
CARROLL COUNTY BUREAU OF COMPREHE	NSIVE PLANNING - 410-386-5145
BUREAU OF DEVELOPMENT RE	VIEW - 410-386-2722
225 N. CENTER STREET, WESTN	MINSTER, MD 21157

1. RIGHT TO FARM DISCLOSURE STATEMENT (CARROLL COUNTY ORDINANCE NO. 127, THE CARROLL COUNTY RIGHT TO FARM ORDINANCE).

SELLER'S STATEMENT: THE FOLLOWING ARE REPRESENTIONS MADE BY THE SELLER AND ARE NOT THE REPRESENTATIONS OF THE AGENT(S), IF ANY. THIS INFORMATION IS A DISCLOSURE REQUIRED BY CARROLL COUNTY. CARROLL COUNTY ALLOWS AGRICULTURAL OPERATIONS (as defined in the Carroll County Right to Farm Ordinance) WITHIN THE COUNTY. You may be subject to inconveniences or discomforts arising from such operations, including but not limited to noise, odors, fumes, dust, flies, the operation of machinery of any kind during any 24-hour period (including aircraft), vibration, the storage and disposal of manure, and the application by spraying or otherwise of chemical fertilizers, soil amendments and pesticides. Carroll County has determined that inconveniences or discomforts associated with such agricultural operations shall not be considered to be an interference with reasonable use and enjoyment of land, if such operations are conducted in accordance with generally accepted agricultural management practices. Carroll County has established a reconciliation committee to assist in the resolution of disputes which might arise between persons in this County regarding whether agricultural operations conducted on agricultural lands are causing an interference with the reasonable use and enjoyment of land or personal well being and whether those operations are being conducted in accordance with generally accepted agricultural practices. If you have any questions concerning this policy or the reconciliation committee, please contact the Carroll County Bureau of Comprehensive Planning and/or Bureau of Development Review for additional information.

#### IF YOU DESIRE LEGAL ADVICE, CONSULT AN ATTORNEY.

- COUNTY COMPREHENSIVE MINERAL RESOURCE PLAN: Carroll County has adopted a Comprehensive Mineral Resource Plan. This Plan identifies and ensures that certain areas will be protected for potential current and future economic development of these mineral resources. Buyer may review the Carroll County zoning maps to determine the impact said Mineral Resource Overlay Zone may have on their immediate and future property value and/or the present and future use and enjoyment of the Property. For more information Buyer should contact the Carroll County Bureau of Comprehensive Planning and/or Bureau of Development Review.
- AIRPORT EXPANSION, HELIPORTS & LANDING PATHS: Buyer is hereby advised that there may be existing or plans for future airports, heliports and landing paths near the Property. For information Buyer should inquire with all appropriate County, State and or Federal authorities.
- DEFFERED WATER AND SEWER: Some properties in Carroll County may be subject to past, current or future water deferred public water and sewer charges, required connections, and other related charges. For more information Buyer should contact the Carroll County Bureau of Utilities or the town in which the Property is located.

COD F 2001			<del></del>		
	Buyer/Date	Buyer/Date	Seller/Date	Seller/Date	
THE PARTIES INITIALS ARE FOR ACKNOWLEDGING RECEIPT OF PAGE 1 OF THIS ADDENDUM			PSMM 10/4/2	2024	

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9/2021

Phone: (410) 329-9898

2024 KRPB Listing

- 5. EXISTING & PROPOSED LANDFILL SITES: Buyer is hereby advised that the above described Property may be near an existing, proposed or closed landfill. Buyer may learn about existing, proposed or closed landfills by contacting the Carroll County Health Department.
- 6. USE-IN-COMMON ROADWAY/DRIVEWAYS AND MAINTENANCE AGREEMENTS: Buyer understands that a Property may be located on a private, use-in-common roadway/driveway. The County has no responsibility with regard to the right to use and maintenance of these roadways/driveways. Therefore, the right to use and the requirements and costs for maintenance should be determined by the Buyer. This information is available through the Public Land Records.
- 7. HISTORIC DESIGNATIONS: Buyer is hereby advised that if the Property is a designated historic site or is located within a historic district, Buyer acknowledges that, as such, the Property is subject to guidelines and regulations which may limit the extent to which the exterior features of the Property may be modified or altered. Buyer should contact the County Administrative Hearing Office and/or the local town government where the Property is located for further information. If the Property is listed on the national register, Buyer may contact the Maryland Historical Trust at (410)514-7600 for more information.
- 8. NOTICE ON ZONES OF DEWATERING INFLUENCE: The property may be located in a "Zone of Dewatering Influence." Such a zone is defined under Maryland law as the area surrounding a surface pit mine in "karst" terrain (limestone and carbonate rock containing closed depressions, sinkholes, caverns, cavities, and underground channels), where groundwater has been depleted through pumping activities in the subject mine. Dewatering of karst terrain may result in gradual caving in or sinking of the surface of the land. Dewatering may also result in declining ground water levels, which may affect the yield of wells on a property. The Maryland Department of the Environment (MDE) is required to provide on its website for use by the public a searchable map of established zones of dewatering influence. The MDE website can be accessed at <a href="http://www.mde.maryland.gov">http://www.mde.maryland.gov</a>.

A PURCHASER OF REAL PROPERTY LOCATED IN BALTIMORE COUNTY, CARROLL COUNTY, FREDERICK COUNTY, OR WASHINGTON COUNTY IS ADVISED TO CONTACT THE MARYLAND DEPARTMENT OF THE ENVIRONMENT TO DETERMINE WHETHER THE REAL PROPERTY FOR PURCHASE IS LOCATED WITHIN A ZONE OF DEWATERING INFLUENCE. MARYLAND LAW PROVDIES CERTAIN REMEDIES FOR PROPERTY IMPACTED BY DEWATERING.

#### General Information

All public information pertinent to the Property but not limited to the items described above may be obtained from the Carroll County Office of Public Information and Communications Services at (410) 386-2400.

BUYER HEREBY ACKNOWLEDGES THEY ARE NOT RELYING ON THE DISCLOSURES OR LACK OF DISCLOSURES ON THESE ISSUES BY SELLER OR THE REAL ESTATE AGENT(S) OR BROKER(S) INVOLVED IN THIS SALES TRANSACTION.

BUYER AND SELLER HEREBY ACKNOWLEDGE RECEIPT OF THIS CARROLL COUNTY GENERAL NOTICES AND DISCLOSURES ADDENDUM.

Buyers Signature	Date
Buyers Signature	Date
Prakash Sankwatri, Managing Member	10/4/2024
Sellers Signature	Date
Sellers Signature	Date

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CCR Form 2001



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

Property Address: 44 Bancrott Street, Tan	eytown, MD 2	1/8/	
SELLER/LANDLORD REPRESENTS AND WARR. PROPERTY, THAT (SELLER/LANDLORD TO INI' 1978 OR / date of construction is FEDERAL LEAD WARNING STATEMENT: A buye built prior to 1978 is notified that such property may conclude produce permanent neurological damage, including impaired memory. Lead poisoning also poses a par property is required to disclose to the buyer/tenant with any information on lead-based paint hazards from the property of the provided pamphlet on lead or inspection for possible lead-based paint hazards.	TIAL APPLICAS suncertain. er/tenant of any ir contain lead-base veloping lead pois ing learning disa rticular risk to pre t the presence of from risk assessi d poisoning prev	nterest in residential real property on which a paint and that exposure to lead from lead-soning if not managed properly Lead poison abilities, reduced intelligence quotient, be egnant women. The seller/landlord of any of known lead-based paint hazards and to ments or inspections in the seller's/landlord rention. It is recommended that a buyer control.	was constructed prior to a residential dwelling was based paint, paint chips or ing in young children may ehavioral problems, and interest in residential real provide the buyer/tenant d's possession. A tenant
Seller's/Landlord's Disclosure			
(a) Presence of lead-based paint and/or lead-based (i) / Known lead-based	d paint hazards ( paint and/or lead	(initial (i) or (ii) below): d-based paint hazards are present in the ho	ousing (explain).
(ii)/ Seller/Landlord has (b) Records and reports available to the seller (initi (i)/ Seller/Landlord has	ial (i) or (ii) below	<b>v</b> ):	
(ii) PSMM / Seller/Landlord has		g (list documents below). ecords pertaining to lead-based paint and/o	or lead-based paint
hazards in the housing.  Buyer's/Tenant's Acknowledgment (initial)			
	ived copies of all	I information listed in a still (IVI)	· Lucy
(c)/ Buyer/Tenant has received Buyer/Tenant has received by the second buye		et Protect Your Family from Lead In Your H	
(e) Buyer has (initial (i) or (ii) below):	rved the pamping	et i lotect roui i amily nom Lead in roui h	one.
(i)/received a 10-da	y opportunity (o	or mutually agreed upon period) to condu d-based paint and/or lead-based paint haz	ıct a risk assessment or ards; or
(ii)/ waived the opportu	inity to conduct a d paint hazards.	a risk assessment or inspection for the pres	sence of lead-based paint
Agent's Acknowledgment (initial)  (f)	on above and ce	r's/Landlord's obligations under 42 U.S.C.	
Selfer/Landlord	Date	Buyer/Tenant	Date
Seller/Landlord	Date	Buyer/Tenant	Date
Junathan Schmitt, Broker 9/26,	/2024	•	, <del>- 4,0</del>
Seller's/Landlord's Agent	Date	Buyer's/Tenant's Agent	Date
m			_

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

ADDENDUM	1 dated	to the Contract of Sale
between Buy		to the contract of calc
and Seller _	Talent Renovation LLC	for Property
known as	44 Bancroft Street, Taneytown, MD 21787	

NOTE: This notice does <u>not</u> 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:
  - Water and sewer systems, including the source of household water, water treatment systems, and sprinkler systems;
  - (ii) Insulation:
  - (iii) Structural systems, including the roof, walls, floors, foundation and any basement;
  - (iv) Plumbing, electrical, heating, and air conditioning systems;
  - (v) Infestation of wood-destroying insects;
  - (vi) Land use matters;
  - (vii) Hazardous or regulated materials, including asbestos, lead-based paint, radon, underground storage tanks, and licensed landfills;
  - (viii) Any other material defects, including latent defects, of which the seller has actual knowledge;
  - (ix) Whether the required permits were obtained for any improvements made to the property:
  - (x) Whether the smoke alarms:
    - 1. will provide an alarm in the event of a power outage;
    - 2. are over 10 years old; and
    - 3. if battery operated, are sealed, tamper resistant units incorporating a silence/hush button and use long-life batteries as required in all Maryland homes by 2018; and
  - (xi) If the property relies on the combustion of a fossil fuel for heat, ventilation, hot water, or clothes dryer operation, whether a carbon monoxide alarm is installed on the property.

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

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

OR

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





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

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

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

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

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

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

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

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

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

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

		Prakash Santuratri, Managing Member	10/4/2024
Buyer's Signature	Date	Seller's Signature	Date
Buyer's Signature	Date	Seller's Signature	Date
		Signed by: Journalham Schmitt, Broker	9/26/2024
Agent's Signature	Date	Agent's Signature	Date

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## MARYLAND RESIDENTIAL PROPERTY DISCLOSURE AND DISCLAIMER STATEMENT

Property Address:	44	Bancroft	Street,	Taneytown,	MD	21787						
Legal Description:												
											17.15	_

#### NOTICE TO SELLER AND PURCHASER

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

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

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

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

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

### MARYLAND RESIDENTIAL PROPERTY DISCLOSURE STATEMENT

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

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

How long have you owned the property?						
Property System: Wat	er, Sewage, He	eating & Air Condit	ioning (Answer al	I that apply)		
Water Supply	[ ] Public	[ ] Well		ther		
Sewage Disposal	[_] Public	Septic Sys	tem approved for	(# of bedrooms) Oth	her Type	
Garbage Disposal	[_] Yes	[_] No				
Dishwasher	[] Yes	[_] No				
Heating	[_] Oil	Natural Gas	[_] Electric	[ ] Heat Pump Age	[ ] Other	
Air Conditioning	[_] Oil	[] Natural Gas	[ ] Electric	Heat Pump Age	Other	
Hot Water	[_] Oil	[] Natural Gas	[] Electric Ca	pacityAge	Other	
			Page 1 of 4			

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

# MARYLAND RESIDENTIAL PROPERTY DISCLAIMER STATEMENT

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

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

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

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

Does the seller(s) have actual knowledge of any latent defects? [[fShelleYes [	] No If yes, specify:
The pool liner needs to be replaced. In lieu of replacing Seller sh Settlement per the attached Seller Contribution Addendum	all credit Buyer \$7,000 at
Seller Frakash Sankuratri, Manazing Member	10/17/2024
Talent Renovation LLC	Date
Seller	Date
The purchaser(s) acknowledge receipt of a copy of this disclaimer statement have been informed of their rights and obligations under §10-702 of the Mary	and further acknowledge that they land Real Property Article.
Purchaser	Date
Purchaser	Date

Page 4 of 4

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



### MARYLAND NON-RESIDENT SELLER TRANSFER WITHHOLDING TAX ADDENDUM

ADDENDUM dated	to Contract of Sale	
between Buyer		
and Seller Talent Renovation LLC		
for Property known as 44 Bancroft Street, Taneytown, MD 21787		

Seller acknowledges, pursuant to Section 10-912 of the Tax-General Article, Annotated Code of Maryland, that if Seller is: 1) a non-resident individual of the State of Maryland or is 2) a non-resident entity which is not formed under the laws of the State of Maryland and is not qualified by or registered with the Maryland State Department of Assessments and Taxation to do business in the State of Maryland, the deed or other instrument of writing that effects a change of ownership to the Property may not be recorded with the clerk of the court for a county or filed with the Maryland State Department of Assessments and Taxation unless payment is first made by the Seller in an amount equal to:

- a) 8% of the total payment to a non-resident seller: OR
- b) 8.25% of the total payment to a non-resident entity:

(NOTE: The amount of the payment for a non-resident individual is subject to adjustment on a recurring basis by the Comptroller of Maryland. The amount of the payment for a non-resident entity is subject, from time to time, to change by an Act of the Maryland General Assembly. Seller acknowledges that the amount(s) as set forth in a) and b) above may be greater or lesser than the actual amount(s) due by Seller at time of settlement.)

### UNLESS each seller:

- 1. Certifies, in writing, under the penalties of perjury, that the Seller is a resident of the State of Maryland or is a resident entity of the State of Maryland; OR
- 2. Presents to the clerk of the circuit court for a county or the Maryland State Department of Assessments and Taxation a certificate issued by the Comptroller of the State of Maryland stating that: i) there is no tax due in connection with the sale or exchange of the Property; or ii) a reduced amount of tax is due from the Seller and the reduced amount is collected by the clerk of the circuit court for a county or the Maryland Department of Assessments and Taxation before recording or filing; (NOTE: If Seller intends to obtain a certificate from the Comptroller's office, Seller should immediately contact the Comptroller at 1-800-MDTAXES. Obtaining the certificate requires a MINIMUM of three (3) weeks); OR
- 3. Has satisfied the tax liability or has provided adequate security to cover such liability; OR
- 4. Certifies, in writing, under the penalties of perjury, that the Property being transferred is the Seller's principal residence.

As defined under Maryland law and as used in a) and b) above, the term "total payment" means the net proceeds paid to the Seller for the Property and associated tangible personal property, less: 1) debts owed by the Seller and secured by a mortgage or other lien against the Property being paid upon the sale or exchange of the Property and 2) other expenses of the Seller arising out of the sale or exchange of the Property and disclosed on a settlement statement prepared in connection with the sale or exchange of the Property. "Total payment" includes the fair market value of any property transferred to the Seller

Prakash Sankuratri, Managing Mumber	10/4/2024	
Seller's Signature	Date	
Seller's Signature	Date	
П		







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

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

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

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

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

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

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

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

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

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

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

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

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





Fax:



### 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 or broker's designee, 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 <u>buyer</u> 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 <u>seller</u> 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") shall 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 are required to provide the same services to their clients that agents provide in transactions not involving dual agency, including advising their clients as to price and negotiation strategy.
- 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 terminates the brokerage agreement, the seller must then either represent him or herself or arrange to be represented by another real estate company. If the buyer terminates the brokerage agreement, the buyer may choose not to be represented but simply to receive assistance from the seller's agent, from another agent in that company, or from a subagent from another company. Alternatively, the buyer may choose to enter into a written buyer agency agreement with a different broker/company.

## **Duties of a Dual Agent and Intra-Company Agent**

Like other agents, unless the client gives consent to disclose the information, dual agents and intra-company agents must keep confidential information about a client's bargaining position or motivations. For example, without written consent of the client, a dual agent or intra-company agent may not disclose to the other party, or the other party's agent:

- 1) Anything the client asks to be kept confidential; \*
- 2) That the seller would accept a lower price or other terms;
- 3) That the buyer would accept a higher price or other terms;
- 4) The reasons why a party wants to sell or buy, or that a party needs to sell or buy quickly; or
- 5) Anything that relates to the negotiating strategy of a party.
- \* Dual agents and intra-company agents must disclose material facts about a property to all parties.

### How Dual Agents Are Paid

Only the broker receives compensation on the sale of a property listed by that broker.

If a financial bonus is offered to an agent who sells property that is listed with his/her broker, this fact must be disclosed in writing to both the buyer and seller.

## Consent for Dual Agency I have read the above information, and I understand the terms of the dual agency. I understand that I do not have to consent to a dual agency and that if I refuse to consent, there will not be a dual agency; and that I may withdraw the consent at any time upon notice to the dual agent. I hereby consent to have Krauss Real Property Brokerage act as a Dual Agent for me as the (Firm Name) PSMM Seller in the sale of the property at: 44 Bancroft Street, Taneytown, MD 21787 Buyer in the purchase of a property listed for sale with the above-referenced broker. 10/4/2024 Prabasle Sankuratri, Managing Member Signature Date Signature Date AFFIRMATION OF PRIOR CONSENT TO DUAL AGENCY The undersigned Buyer(s) hereby affirm(s) consent to dual agency for the following property: 44 Bancroft Street, Taneytown, MD 21787 Property Address Signature Date Signature Date The undersigned Seller(s) hereby affirm(s) consent to dual agency for the Buyer(s) identified below: Name(s) of Buyer(s) Signature Date Signature Date



### SELLER CONTRIBUTION ADDENDUM

ADDENDUM dated		to Contract of Sale
Between Buyer		
And SellerTalent	Renovation LLC	W. 3-38
for Property known as 44 Bancrof	t Street, Taneytown, MD 21787	
The parties shall use this Seller Contribution Addendur closing costs that are not related to the compensation agreement by the Seller or Seller's broker to compensa Buyer Request for Seller's Compensation of Buyer's Brooperative Compensation agreement.	of Buyer's broker. The parties acknowled	owledge that any
The following provisions are included in and supersede any	conflicting language in the Contract.	
In addition to any other amount(s) which Seller has agree origination/discount points, transfer/recordation tax, lender the sum of \$ 7,000,00 OR  Buyer's responsibility to confirm with lender that the enprohibits Seller from payment of any portion of such credit allowed by lender.	tire credit provided for boroin many tire.	ime of settlement with er's closing costs. It is
All other terms and conditions of the	Contract of Sale remain in full forc	e and effect.
B. 0:	Prakash Sankuratri, Manazing Member	10/17/2024
Buyer Signature Date	Seller Signature Talent Renovation LLC	Date
Buyer Signature Date	Seller Signature	Date

Krauss Real Property Brokerage, 3 Shawan Road Hunt Valley MD 21030

(410) 329-9898

44 Bancroft

Jonathan Schmitt

Produced with Lone Wolf Transactions (zipForm Edition) 717 N Harwood St, Suite 2200, Dallas, TX 75201 www.lwolf.com





# SMOKE ALARM LAWS

2018



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

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

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

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

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

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

# NOTE: REGARDLESS OF WHEN BUILT, battery operated only alarms must be

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

**BUILT BEFORE** 7/1/75



Located: Each hallway outside bedroom(s)

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



I ocated Each hallway outside bedroom(s)

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



Located: Each hallway outside bedroom(s)

**BUILT BETWEEN** 7/1/90 - 7/1/13



Located: Each hallway outside bedroom(s)

BUILT AFTER 7/1/13



BB | OR 2nd 4

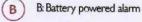
Located: Each hallway outside bedroom(s) AND in each bedroom

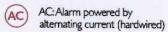
# **BE AWARE!**

- Hardwired AC Alarms must be replaced with hardwired alarms of the same type.
- Additional alarms required as of January 1, 2018 (such as in basement) may be battery operated if they are 10-year sealed battery alarms with a silence/hush button feature.
- A seller who fails to comply with the law is subject to a fine. imprisonment, or both.
- · As required by law, any information about alarms that is shared with a REALTOR® is considered a material fact that must be disclosed to all parties.

\*NOTE: Date of manufacture will be marked on back of smoke alarm. If no date is printed on device, it should not be used.

# KEY





AC-AC: Hardwired interconnected alarm

> BB BB: Battery Backup

Alternate secondary power source 2nd 4 (i.e. WiFi or Radio Frequency)



Mr. Sandkuratri,

Please see the estimate below. This is based on the either the Value Max or Super Value Max price and the additional work to reattach everything on the pump and filter.

Value Max or Super Value Max liners (Specials offered by manufacturer)	\$5,700.00
Reassemble pool system and test	\$200.00
TOTAL	\$5,900.00

This does not include the cost of water, which we would schedule for delivery but you would have to pay. The average cost of water is \$350-\$400 per 6000 gal.

This also doesn't include any problems that we may encounter once the old pool liner is removed. We do not know what kind of condition the substructure is in. We also do not know if the pump-filtration system works and that can't be tested until water is back in the pool.

Let me know if you have any questions, Steve

Stephen Conley
Office Manager
Conleys Pool Company

717-321-0789 <u>www.conleypools.com</u> <u>www.facebook.com/poolsalesandservice/</u> Pa HIC# PA154061, MD HIC# 135053

