



This addendum made this date _____ by and between:

Seller(s): Construction Phase 1.5, LLC

Buyer(s): _____

Subject Property Address: 2810 Ellicott Driveway, Baltimore, MD 21216

County of Property: Baltimore City

The parties acknowledge that the Buyer(s) has the right to select their title company to close the above-mentioned property.. The maximum fee for the seller for mortgage releases, processing, and settlement shall be \$395.

The Buyers agree to choose a title company that allows sellers to pre-sign without additional fees, as our sellers often choose to pre-sign their closing documents. The Buyers understand and agree that the title company of their choice may not charge additional fees for pre-signing, and any additional fees charged by the title company for pre-signing will be the title companies responsibility.

Front Porch Title has performed a preliminary title search on the subject property and can update the title report with Contract terms efficiently. Therefore, the seller prefers Front Porch Title as the closing agent. Furthermore, Front Porch Title will “price match” a comparative quote, and if it has obtained the seller’s owner’s title policy during the preliminary title search period, it will honor a reissue rate for the benefit of the Buyer.

Settlement can occur at the location of the Buyer's choosing for no additional cost to the Buyer.

_____ Buyer(s) hereby understand their right to choose their own settlement company and select Front Porch Title to provide title and settlement services with Caitlin Cole. Caitlin@frontporchtitlemd.com 410-292-1069

<i>Christopher Seaborn</i>	dotloop verified 05/20/25 2:30 PM EDT UUXW-D6AZ-FUVE-KI3N
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Seller Date

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Seller Date

Buyer Date

Buyer Date

GENERAL ADDENDUM TO CONTRACT OF SALE

(For use with the Maryland Association of REALTORS® residential contract sales form)

Buyer(s): _____

Seller(s): Construction Phase 1.5, LLC

Property: 2810 Ellicott Driveway, Baltimore, MD 21216

1. LEGAL REQUIREMENT: A Contract for the sale of real property is required to be in writing to be enforceable under the laws of the State of Maryland. Once signed by the parties, the Contract becomes a legally binding agreement. The original terms of the Contract can only be altered thereafter with the agreement of the parties expressed in writing. All parties have the right to be represented by an attorney and are encouraged to seek competent advice if they do not understand any term(s) of the Contract. The broker/agent is required to promptly submit all written Contract offers to the Seller.

2. INTENDED USE: The use of a particular property may be limited or restricted as a result of zoning laws, local ordinances and/or restrictive covenants applicable to the property. The Contract of Sale form provided by the broker/agent is designed and intended for use only in the purchase and sale of single family residences or unimproved residential property. If Buyer intends to use a property for any other purpose, the standard Contract of Sale form may not adequately serve to protect Buyer's interests without the addition of an appropriate clause or addendum conditioning the Contract offer upon a determination that Buyer's intended use of the Property will be permitted.

3. COVENANTS AND RESTRICTIONS: A majority of homes, whether new or re-sale, located in a subdivision are subject to certain restrictions applicable to the use of the Property as well as the construction of certain improvements to the Property referred to as covenants. In the case of Property subject to a Homeowners Association or Condominium Association, the covenants are contained in a Declaration of Covenants and Restrictions as well as the Bylaws of the Association. However, other properties may be subject to covenants as part of a **voluntary** Community Association or even with no association. **Seller Acknowledges:**

The property	☐	☐	IS, or	☐	☐	IS NOT, part of a recorded subdivision with restrictive covenants.
						AND
The property	☐	☐	IS, or	☐	☐	IS NOT, part of a voluntary Community Association.

Current voluntary fees or assessments for the community association are \$ _____ Annually/Quarterly/Monthly (circle one)

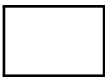
Name of Association _____

Address _____

Contact _____ Phone _____ Email _____

OR

The Seller is unaware of the property as being part of any restrictive covenants or **voluntary** community associations.



Seller Initials

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 <https://marylandaviation.com/environmental/bwi-marshall-noise-zone/> 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 2 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. For 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.

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

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

Buyer		Date _____
Buyer		Date _____
Seller	Christopher Seaborn dotloop verified 05/20/25 2:30 PM EDT ZRJ9-LM9G-ANZI-FETP	Date _____
Seller		Date _____

This form has been prepared by The Greater Baltimore Board of REALTORS® (GBBR) for the use of their members. GBBR, 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.





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

ADDENDUM dated _____ to the Contract of Sale
between Buyer _____
and Seller **Construction Phase 1.5, LLC**
for Property known as **2810 Ellicott Driveway, Baltimore, MD 21216**

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

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

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

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

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

OR

- (B) A written disclaimer statement providing that:
 - (i) Except for latent defects of which the seller has actual knowledge, the seller makes no representations or warranties as to the condition of the real property or any improvements on the real property; and



- (ii) The buyer will be receiving the real property "as is," with all defects, including latent defects, that may exist, except as otherwise provided in the contract of sale of the property.

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

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

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

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

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

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

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

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

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

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

Buyer's Signature	Date
Buyer's Signature	Date
Agent's Signature	Date

<i>Christopher Seaborn</i>	dotloop verified 05/20/25 2:30 PM EDT H3S8-4YJG-J6W1-NT5A
Seller's Signature	Date
Seller's Signature	Date
Agent's Signature	Date

<i>Stephen Pipich</i>	dotloop verified 05/21/25 1:48 AM PST S49G-ACYA-LSMK-LMMD
Agent's Signature	Date

MARYLAND RESIDENTIAL PROPERTY DISCLOSURE AND DISCLAIMER STATEMENT

Property Address: 2810 Ellicott Driveway, Baltimore, MD 21216

Legal Description:

NOTICE TO SELLER AND PURCHASER

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

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

- The initial sale of single family residential real property:
 - that has never been occupied; or
 - for which a certificate of occupancy has been issued within 1 year before the seller and buyer enter into a contract of sale;
- 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;
- 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;
- A sheriff's sale, tax sale, or sale by foreclosure, partition, or by court appointed trustee;
- A transfer by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
- 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
- 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:

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

MARYLAND RESIDENTIAL PROPERTY DISCLOSURE STATEMENT

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

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

How long have you owned the property?

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

Water Supply	☐ Public	☐ Well	☐ Other
Sewage Disposal	☐ Public	☐ Septic System approved for _____ (# bedrooms) Other Type _____	
Garbage Disposal	☐ Yes	☐ No	
Dishwasher	☐ Yes	☐ No	
Heating	☐ Oil	☐ Natural Gas	☐ Electric
Air Conditioning	☐ Oil	☐ Natural Gas	☐ Electric
Hot Water	☐ Oil	☐ Natural Gas	☐ Electric Capacity _____ Age _____ ☐ Other _____

Please indicate your actual knowledge with respect to the following:

1. Foundation: Any settlement or other problems? ☐ Yes ☐ No ☐ Unknown
 Comments: _____

2. Basement: Any leaks or evidence of moisture? ☐ Yes ☐ No ☐ Unknown ☐ Does Not Apply
 Comments: _____

3. Roof: Any leaks or evidence of moisture? ☐ Yes ☐ No ☐ Unknown
 Type of Roof: _____ Age: _____
 Comments: _____
 Is there any existing fire retardant treated plywood? ☐ Yes ☐ No ☐ Unknown
 Comments: _____

4. Other Structural Systems, including exterior walls and floors:
 Comments: _____
 Any defects (structural or otherwise)? ☐ Yes ☐ No ☐ Unknown
 Comments: _____

5. Plumbing system: Is the system in operating condition? ☐ Yes ☐ No ☐ Unknown
 Comments: _____

6. Heating Systems: Is heat supplied to all finished rooms? ☐ Yes ☐ No ☐ Unknown
 Comments: _____
 Is the system in operating condition? ☐ Yes ☐ No ☐ Unknown
 Comments: _____

7. Air Conditioning System: Is cooling supplied to all finished rooms? ☐ Yes ☐ No ☐ Unknown ☐ Does Not Apply
 Comments: _____
 Is the system in operating condition? ☐ Yes ☐ No ☐ Unknown ☐ Does Not Apply
 Comments: _____

8. Electric Systems: Are there any problems with electrical fuses, circuit breakers, outlets or wiring?
☐ Yes ☐ No ☐ Unknown
 Comments: _____

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
If the smoke alarms are battery operated, are they sealed, tamper resistant units incorporating a silence/hush button, which use long-life batteries as required in all Maryland Homes by 2018? ☐ Yes ☐ No
 Comments: _____

9. Septic Systems: Is the septic system functioning properly? ☐ Yes ☐ No ☐ Unknown ☐ Does Not Apply
 When was the system last pumped? Date: _____ ☐ Unknown
 Comments: _____

10. Water Supply: Any problem with water supply? ☐ Yes ☐ No ☐ Unknown
 Comments: _____
 Home water treatment system: ☐ Yes ☐ No ☐ Unknown
 Comments: _____
 Fire sprinkler system: ☐ Yes ☐ No ☐ Unknown ☐ Does Not Apply
 Comments: _____
 Are the systems in operating condition? ☐ Yes ☐ No ☐ Unknown
 Comments: _____

11. Insulation:
 In exterior walls? ☐ Yes ☐ No ☐ Unknown
 In ceiling/attic? ☐ Yes ☐ No ☐ Unknown
 In any other areas? ☐ Yes ☐ No ☐ Unknown Where? _____
 Comments: _____

12. Exterior Drainage: Does water stand on the property for more than 24 hours after a heavy rain?
☐ Yes ☐ No ☐ Unknown
 Comments: _____
 Are gutters and downspouts in good repair? ☐ Yes ☐ No ☐ Unknown
 Comments: _____

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

Comments: _____

Any treatments or repairs? ☐ Yes ☐ No ☐ Unknown

Any warranties? ☐ Yes ☐ No ☐ Unknown

Comments: _____

14. Are there any hazardous or regulated materials (including, but not limited to, licensed landfills, asbestos, radon gas, lead-based paint, underground storage tanks, or other contamination) on the property?

☐ Yes ☐ No ☐ Unknown

If yes, specify below

Comments: _____

15. If the property relies on the combustion of a fossil fuel for heat, ventilation, hot water, or clothes dryer operation, is a carbon monoxide alarm installed in the property?

☐ Yes ☐ No ☐ Unknown

Comments: _____

16. Are there any zoning violations, nonconforming uses, violation of building restrictions or setback requirements or any recorded or unrecorded easement, except for utilities, on or affecting the property?

☐ Yes ☐ No ☐ Unknown

If yes, specify below

Comments: _____

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

Comments: _____

17. Is the property located in a flood zone, conservation area, wetland area, Chesapeake Bay critical area or Designated Historic District?

☐ Yes ☐ No ☐ Unknown If yes, specify below

Comments: _____

18. Is the property subject to any restriction imposed by a Home Owners Association or any other type of community association?

☐ Yes ☐ No ☐ Unknown If yes, specify below

Comments: _____

19. Are there any other material defects, including latent defects, affecting the physical condition of the property?

☐ Yes ☐ No ☐ Unknown

Comments: _____

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

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

Seller(s) _____ Date _____

Seller(s) _____ Date _____

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

Purchaser _____ Date _____

Purchaser _____ Date _____

MARYLAND RESIDENTIAL PROPERTY DISCLAIMER STATEMENT

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

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

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

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

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

Seller

Christopher Seaborn

dotloop verified
05/20/25 2:30 PM EDT
1T0E-8EHZ-SG17-47NE

 Date_____

Seller Date_____

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

Purchaser Date_____

Purchaser Date_____



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 the 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 buyer has previously signed this 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") 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 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 brokerage agreement with a different 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

Vybe Realty _____ act as a Dual Agent for me as the _____ (Firm Name)

☒ **Seller** in the sale of the property at: 2810 Ellicott Driveway, Baltimore, MD 21216

☐ **Buyer** in the purchase of a property listed for sale with the above-referenced broker.

Christopher Seaborn Signature	dotloop verified 05/20/25 2:30 PM EDT ZXIK-IQ7L-GASZ-DISG Date	Signature	Date
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AFFIRMATION OF PRIOR CONSENT TO DUAL AGENCY

- The undersigned **Buyer(s)** hereby affirm(s) consent to dual agency for the following property:

2810 Ellicott Driveway, Baltimore, MD 21216
Property Address

Signature	Date	Signature	Date
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- 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
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BALTIMORE CITY NOTICES AND DISCLOSURES ADDENDUM

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

BUYER: _____

SELLER: Construction Phase 1.5, LLC _____

PROPERTY: 2810 Ellicott Driveway, Baltimore, MD 21216 _____

1. **MASTER PLAN:** Buyer is hereby advised that the Property, or the area in which the Property is located, may be affected by provisions of the current Baltimore City Master Plan. You may wish to review the Master Plan. To become fully informed of current and future land use plans, facilities plans, public works plans or school plans, you should consult the appropriate Baltimore City agency for information regarding such plans. For further information, contact Baltimore City Department of Planning at 410-396-7526 (PLAN), 417 E. Fayette Street, 8th Floor, Baltimore, MD 21202. <https://planning.baltimorecity.gov/master-plans>

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

Buyer's Signature:

Buyer's Signature:

2. **PROPERTY LOCATED IN BALTIMORE CITY: Transfer Certificate:** The zoning ordinance of Baltimore City, Subtitle 5 of the Baltimore City Code, 2005 Edition, regulates that every person who sells property in Baltimore City (other than a 1 or 2 family dwelling) shall attach to the Contract or instrument of conveyance, a Transfer Certificate issued by the Baltimore Zoning Administration.

3. **DISCLOSURE OF HEAVY-INDUSTRIAL AND RAILROAD OPERATIONS:** Buyer is advised that the property may be located near heavy-industrial operation (that is, land uses limited to an M-3 industrial zoning district under Zoning Code Title 7, Subtitle 4) or near railroad operations.

These operations may involve the use of machinery, trucks, or trains, 24 hours a day, 7 days a week, and may create or cause noises, odors, fumes, bright lights, vibrations, and safety hazards. Detailed information on the location of heavy-industrial (M-3) zones and on the location of railroad tracks can be found on the "BaltimoreCityView" website, at <http://CityView.BaltimoreCity.gov>.

4. **VACANT BUILDING NOTICE VIOLATION:** For someone to legally inhabit a property in Baltimore City, the property must not have a Vacant Building Notice issued by the Baltimore City Department of Housing and Community Development. Sellers can check and verify by reviewing the Baltimore City Code Map at this link <https://cels.baltimorehousing.org/codemapv2ext/>, or by calling Baltimore City Department of Housing and Community Development at 410-396-3470.

This property (Seller(s) to initial) has **OR** does not have a current Vacant Building Notice

If the property does have a Vacant Building Notice, (Seller(s) to initial) the notice has **OR** has not been abated.

The seller has obtained a valid and current Occupancy Permit for the premises from the Department of Housing and Community Development

Seller's Initials.

5. **YIELD EXCISE TAX:** Baltimore City passed an ordinance, 19-233, that requires for transactions greater than \$1,000,000, a Yield Tax of 40% of the Baltimore City transfer tax (as noted in Baltimore City Code article 28, Division 3, Subtitle 17-2) to be imposed and a Yield Tax of 15% of the Baltimore City recordation tax (as noted in Baltimore City Code article 28, Division 3, Subtitle 16) to be imposed.

This transaction is ☐ OR is not ☒ greater than \$1,000,000: Seller's Initials



05/20/25
2:30 PM EDT

 Buyer's Initials

The seller is responsible for these taxes Seller's Initials Buyer's Initials

The buyer is responsible for these taxes Seller's Initials Buyer's Initials

The seller and buyer agree to split the costs Seller's Initials Buyer's Initials as follows:

Buyer(s) to pay: _____ Seller(s) to pay: _____

6. **HISTORIC DISTRICTS:** Many properties in Baltimore City are in Baltimore City Historic Districts and/or part of the National Registry. A property can be part of either or both. Properties with these designations may have restrictions on updates, renovations and/or use.

Additionally, homes in Baltimore City historic districts may be eligible for CHAP Credits. The buyer is aware that to receive or maintain the credit, certain guidelines must be followed.

Buyers are encouraged to research if homes are part of the Baltimore City Historic Districts and/or part of the National Registry to determine if there are any restrictions to renovations or limitations to their planned use for said property. Additional information about local, state and national designations as well as the CHAP program can be found at chap.baltimorecity.gov/about.chap.

BUYER

DATE

BUYER

DATE



dotloop verified
05/20/25 2:30 PM EDT
5WOR-3T0X-JQQQ-03QE

SELLER

DATE

SELLER

DATE

This form has been prepared by The Greater Baltimore Board of REALTORS® (GBBR) for the use of their members. GBBR, 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.





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

Property Address: 2810 Ellicott Driveway, Baltimore, MD 21216

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

FEDERAL LEAD WARNING STATEMENT: A buyer/tenant of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may contain lead-based paint and that exposure to lead from lead-based paint, paint chips or lead paint dust may place young children at risk of developing lead poisoning if not managed properly. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller/landlord of any interest in residential real property is required to disclose to the buyer/tenant the presence of known lead-base paint hazards and to provide the buyer/tenant with any information on lead-based paint hazards from risk assessments or inspections in the seller's/landlord's possession. A **tenant** must receive a federally approved pamphlet on lead poisoning prevention. It is recommended that a **buyer** conduct a risk assessment or inspection for possible lead-based paint hazards prior to purchase.

Seller's/Landlord's Disclosure

- (a) Presence of lead-based paint and/or lead-based paint hazards (initial (i) or (ii) below):
- (i) ☐ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).
-
- (ii) ☐ Seller/Landlord has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.
- (b) Records and reports available to the seller (initial (i) or (ii) below):
- (i) ☐ Seller/Landlord has provided the purchaser/tenant with all available records and reports pertaining to lead-base paint and/or lead-based paint hazards in the housing (list documents below).
-
- (ii) ☐ Seller/Landlord has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Buyer's/Tenant's Acknowledgment (initial)

- (c) ☐ Buyer/Tenant has received copies of all information listed in section (b)(i) above, if any.
- (d) ☐ Buyer/Tenant has received the pamphlet Protect Your Family from Lead In Your Home.

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

- (i) ☐ received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or
- (ii) ☐ waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

Agent's Acknowledgment (initial)

- (f) ☐ Agent has informed the Seller/Landlord of the Seller's/Landlord's obligations under 42 U.S.C. 4852(d) and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

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

Christopher Seaborn dotloop verified 09/20/25 2:30 PM EDT 5219-GNNA-BITL-MERC
Seller/Landlord **Date**

Buyer/Tenant **Date**

Seller/Landlord **Date**

Buyer/Tenant **Date**

Stephen Pipich dotloop verified 09/21/25 1:45 AM PST 58KZ-Q4L7-C9FH-38MM
Seller's/Landlord's Agent **Date**

Buyer's/Tenant's Agent **Date**





MARYLAND LEAD POISONING PREVENTION PROGRAM DISCLOSURE

Property Address: 2810 Ellicott Driveway, Baltimore, MD 21216

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

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

AND

The Property []/[] is or  [] is **not** registered in the Maryland Program (***Seller to initial applicable line***).

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

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

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

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

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

 dotloop verified
05/20/25 2:30 PM EDT
MUXW-KMGM-ZVPB-DJ/V6

Seller **Date**

[] **Date**

Seller **Date**

 dotloop verified
05/21/25 1:45 AM PST
EHZ-4ATV-4J/7-3TSH

Seller's Agent **Date**

[] **Date**

Buyer **Date**

[] **Date**

Buyer **Date**

[] **Date**

Buyer's Agent **Date**

