



# Town of Upper Marlboro

Town Hall, 14211 School Lane  
Upper Marlboro, MD 20772

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[www.uppermarlboromd.gov](http://www.uppermarlboromd.gov)

Mailing address: P.O. Box 280 • Upper Marlboro, MD 20773-0280

## MEMORANDUM

To: Board of Town Commissioners  
From: Kyle Snyder, Town Administrator  
Date: Friday November 19<sup>th</sup>, 2021  
Re: Emergency Ordinance 2021-05 Purchase of Main Street Lot- Memo

Commissioners,

I am pleased to present to you Emergency Ordinance 2021-05 which authorizes the purchase of the Parcel 89 along Main Street, a 0.4 acre vacant lot for the future creation of a Downtown Upper Marlboro Urban Pocket Park. As you are aware, the property was appraised at \$20,000, and that is the amount the current owner (Brandywine Corporex Plaza II Limited Partnership) agreed to sell it at (plus closing costs). This purchase is being offset by \$20,000 of the State Bond Bill issued to the Town in 2019 for both the purchase of the pocket park lot and to resurface the Church Street parking lot. The current annual loss of Town tax revenue from the property converting from private-owned to public-owned is \$199.80 per year.

This is the first piece of property that Town has acquired since 2010 when the Old Crain Highway lot was donated to the Town (opposite side of Old Crain Hwy from Town Hall). Many thanks to Town Attorney Kevin Best and Byron L. Huffman, the land-use attorney retained for this project who worked to make this happen and drafted/coordinated the below exhibits.

Emergency Ordinance 2021-05 has the below exhibits included:

- Exhibit A- Property Survey
- Exhibit B- Property Appraisal
- Exhibit C- Agreement For Purchase and Sale Of Real Estate
- Exhibit D- Settlement Statement (HUD 1)

The reason this is an “Emergency” Ordinance is so that it goes into effect immediately after passage, allowing the Town to execute the purchase immediately, instead of having to wait the normal 40-day process of a normal Ordinance. While it is not in the Board’s best practice to pass legislation at a Work session, it was stated to the public at the November Town meeting that the Board would most likely be approving this Emergency Ordinance at the November Worksession, and the topic has been discussed regularly over the past few months of public meetings. I am available to address any questions or concerns on this topic.

**Janice Duckett**  
Commissioner

**Sarah Franklin**  
Commissioner/Treasurer

**Linda Pennoyer**  
Commissioner/President

# The Town of Upper Marlboro

14211 School Lane • Upper Marlboro, Maryland 20772

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## BOARD OF COMMISSIONERS FOR THE THE TOWN OF UPPER MARLBORO

EMERGENCY ORDINANCE: 2021-05

SESSION: Regular Town Meeting

INTRODUCED: November 23, 2021

**AN EMERGENCY ORDINANCE OF THE BOARD OF COMMISSIONERS OF THE TOWN OF UPPER MARLBORO AUTHORIZING THE PURCHASE OF PARCEL 89, TAX ACCOUNT NO. 03-0197624, APPROXIMATELY 1,851 SQUARE FEET IN AREA, LOCATED WITHIN THE TOWN OF UPPER MARLBORO AND THE EXECUTION OF A LAND SALES CONTRACT CONVEYING SAID REAL PROPERTY TO THE TOWN; AND GENERALLY RELATING TO THE ACQUISITION OF REAL PROPERTY FOR A PUBLIC PURPOSE.**

**WHEREAS**, Md. Ann. Code, LG Art., § 5-204 and § 82-81 of the Town Charter authorizes the Town to acquire real, personal, or mixed property within or without the corporate limits of the Town for any public purpose by purchase, gift, bequest, devise, lease, condemnation, or otherwise and may sell, lease, convey, or otherwise dispose of or encumber any property belonging to the Town, at public or private sale after 20 days public notice, and convey to the purchaser any real or leasehold property belonging to the municipality if the legislative body of the municipality determines that the property is no longer needed for public use; and

**WHEREAS**, the real estate that is the subject of this ordinance (the “Subject Property”) has an address of Main Street, Upper Marlboro, MD 20772, there being no numerical address, and the Subject Property has a legal description of PT LOT ON MAIN, ST EQ .0425 AC, Map 101, Grid F1, Parcel 89, Neighborhood 1003.17; and

**WHEREAS**, the subject parcel is located at the intersection of Main Street and Pratt Street in Upper Marlboro, Prince George’s County, and the site as depicted on a survey by Tech Group, Inc., attached hereto as Exhibit A, is unimproved, rectangular in shape, offers level topography, and is zoned C-S-C or Commercial Shopping Center; and

**WHEREAS**, a Land Appraisal Report by Treffer Appraisal Group (Thomas A Weigand, MA) dated 10/04/2021, attached hereto as Exhibit B, opined that the subject property has a fair market value of \$20,000, but the lot is deemed not buildable; and

**WHEREAS**, the Board of Town Commissioners finds it to be in the best interest of the Town to approve the purchase of the subject property which is planned to be used for a public purpose such as a pocket park; and

**WHEREAS**, the Town Charter, Section 82-11 mandates that except in cases of emergency, no ordinance shall be passed at the same meeting at which it is introduced and that at any regular or special meeting of the Board held not less than six nor more than sixty days after the meeting at which the ordinance was introduced, it shall be passed, or passed as amended, or rejected, or its consideration deferred to some specified future date; and

**WHEREAS**, said Section 82-11 further states that in cases of emergency, the provision that an ordinance may not be passed at the meeting at which it is introduced may be suspended by unanimous vote of the Board of Commissioners; and

**WHEREAS**, the Board of Town Commissioners further finds there is a need to expedite the adoption of this ordinance to ensure the acquisition of property, facilitate cooperation and agreement between the parties to the transaction and further promote the health, safety and welfare of the public; and

**WHEREAS**, the Town has allocated funds in the FY 2022 Budget which may be utilized to purchase the subject property.

**NOW THEREFORE, BE IT ORDAINED AND ENACTED BY THE BOARD OF COMMISSIONERS OF THE TOWN OF UPPER MARLBORO, STATE OF MARYLAND**, that said Board hereby authorizes and approves the purchase and acquisition of certain real property located in the Town of Upper Marlboro located on Main Street in the Town of Upper Marlboro, Maryland as further described in the above recitals for a purchase price of \$20,000.00 provided that certain costs of effecting the transfer shall be borne by the grantee (the Town) and the grantee shall be responsible for the payment of the current year's prorated real estate taxes.

**AND BE IT FURTHER ORDAINED AND ENACTED**, that the Town Board of Commissioners further authorizes the President to enter into a Purchase Agreement, or Agreement for Purchase and Sale of Real Estate with the seller, BRANDYWINE CORPOREX PLAZA II LIMITED PARTNERSHIP, of said property, attached hereto and incorporated herein as Exhibit C, and to execute any documents necessary to complete the sale and transfer of fee simple title in said property to the Town.

**AND BE IT FURTHER ORDAINED AND ENACTED**, that the Town Board of Commissioners further authorizes and approves the purchase of said property for a purchase price not to exceed \$20,000.00, for the land and other transactional costs not to exceed \$4,000.00, with the Town paying closing costs (i.e., taxes, title charges, government recording and transfer charges and other charges with Total Settlement Charges of approximately \$1,749.75) the cost of the appraisal (approximately \$1,200.00) and an ALTA or building location survey (approximately \$300.00), and the Town shall pay prorated real property taxes due at closing, and said purchase sum shall include any title insurance that may be obtained relating to said sale of real property, all pursuant to a Settlement Statement (HUD 1), attached hereto as Exhibit D, which the Mayor is hereby authorized

to sign on behalf of the Town.

**AND BE IT FURTHER ORDAINED AND ENACTED**, that the Town Board of Commissioners further authorizes and approves engaging the services of Xeisin Title LLC to serve as the settlement agent for the subject transaction.

**AND BE IT FURTHER ORDAINED AND ENACTED**, that the Town Board of Commissioners further authorizes and directs the Town Treasurer to pay the amounts set forth in the applicable agreements regarding said real estate transaction upon receipt of appropriate documentation, and the Town Treasurer under the supervision of the Mayor is further authorized to amend the current FY 22 Budget to enumerate, authorize and appropriate said real estate purchase in the total line item amount of \$24,000.00 or the actual costs, whichever is less, which is to be approved by the requisite 2/3rds vote of the legislative body pursuant to LG Article, Section 5-205(b) of the Annotated Code of Maryland.

**AND BE IT FURTHER ORDAINED AND ENACTED**, by the Board of Commissioners of the Town of Upper Marlboro, Maryland that this ordinance shall become effective at the expiration of twenty (20) calendar days following approval by the Board of Commissioners.

**AND BE IT FURTHER ENACTED AND ORDAINED** by the Board of Commissioners of the Town of Upper Marlboro, Maryland that due to the exigent circumstances and important governmental interests as indicated in the above recitals and herein and in order to further promote the health, safety and welfare of the Town and the general public, the Charter provision requiring that an ordinance may not be passed at the meeting at which it is introduced is hereby suspended by unanimous vote of the Board of Commissioners, and that this Emergency Ordinance shall become effective immediately following approval by the Board of Commissioners.

**AND BE IT FURTHER ENACTED AND ORDAINED** by the Board of Commissioners of the Town of Upper Marlboro, Maryland that pursuant to the Town Charter this Ordinance shall be posted in the Town office and a fair summary of it shall be published once in a newspaper of general circulation in the Town after passage by the Board.

**INTRODUCED** and **ADOPTED** in a public session of the Board of Commissioners on this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

THE TOWN OF UPPER MARLBORO,  
BOARD OF COMMISSIONERS

---

Linda Pennoyer, President

Attest:

\_\_\_\_\_  
Janice Duckett, Commissioner

\_\_\_\_\_  
John Hoatson, Town Clerk

\_\_\_\_\_  
Sarah Franklin, Commissioner

Ordinance 2021-\_\_ Schedule:

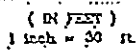
Board Discussion/First Reading/Formal Intro.-  
Second Reading/Approval/Board Vote-

\_\_\_\_\_  
\_\_\_\_\_

CERTIFICATION

I, HEREBY CERTIFY, as the duly appointed Town Clerk of the Town of Upper Marlboro, Maryland, that on the \_\_\_\_ day of November 2021 with \_\_\_\_ Aye votes and \_\_\_\_ Nay votes, the aforesaid Ordinance 2021-05 passed.

\_\_\_\_\_  
John Hoatson, Town Clerk



**APPRAISAL OF REAL PROPERTY****LOCATED AT**

Parcel 89 Main Street  
Upper Marlboro, MD 20772  
PT LOT ON MAIN, ST EQ .0425 AC, Map 101, Grid F1, Parcel 89, Neighborhood 1003.17

**FOR**

Byron L. Huffman, Esq.  
Byron L. Huffman, P.C.  
P.O. Box 369  
Columbia, Maryland 21045

**OPINION OF VALUE**

\$20,000

**AS OF**

09/15/2021

**BY**

Thomas A Weigand, MAI  
Treffer Appraisal Group  
One Annapolis Street, Suite 202  
Annapolis, MD 21401  
(410) 544-7744  
appraisals@treffergroup.com

Borrower				File No. RD210915			
Property Address	Parcel 89 Main Street						
City	Upper Marlboro	County	Prince George's County	State	MD	Zip Code	20772
Lender/Client	Byron L. Huffman, Esq.						

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Borrower	File No. RD210915			
Property Address	Parcel 89 Main Street			
City	Upper Marlboro	County	Prince George's County	State MD Zip Code 20772
Lender/Client	Byron L. Huffman, Esq.			

## APPRAISAL AND REPORT IDENTIFICATION

This Report is one of the following types:

- ☒ Appraisal Report (A written report prepared under Standards Rule 2-2(a), pursuant to the Scope of Work, as disclosed elsewhere in this report.)
- ☐ Restricted Appraisal Report (A written report prepared under Standards Rule 2-2(b), pursuant to the Scope of Work, as disclosed elsewhere in this report, restricted to the stated intended use only by the specified client and any other named intended user(s).)

## Comments on Standards Rule 2-3

I certify that, to the best of my knowledge and belief:


- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- Unless otherwise indicated, I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
- Unless otherwise indicated, I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
- I have no bias with respect to the property that is the subject of this report or the parties involved with this assignment.
- My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice that were in effect at the time this report was prepared.
- Unless otherwise indicated, I have made a personal inspection of the property that is the subject of this report.
- Unless otherwise indicated, no one provided significant real property appraisal assistance to the person(s) signing this certification (if there are exceptions, the name of each individual providing significant real property appraisal assistance is stated elsewhere in this report).

## Comments on Appraisal and Report Identification

Note any USPAP related issues requiring disclosure and any State mandated requirements:

Please see USPAP addendum of commentary.

### APPRAISER:

Signature:   
Name: Thomas A Weigand, MAI  
Certified General  
State Certification #: 04-27637  
or State License #:  
State: MD Expiration Date of Certification or License: 12/27/2022  
Date of Signature and Report: 10/04/2021  
Effective Date of Appraisal: 09/15/2021  
Inspection of Subject: ☐ None ☐ Interior and Exterior ☒ Exterior-Only  
Date of Inspection (if applicable): 09/15/2021

### SUPERVISORY or CO-APPRAISER (if applicable):

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
State Certification #: \_\_\_\_\_  
or State License #: \_\_\_\_\_  
State: \_\_\_\_\_ Expiration Date of Certification or License: \_\_\_\_\_  
Date of Signature: \_\_\_\_\_  
Inspection of Subject: ☐ None ☐ Interior and Exterior ☐ Exterior-Only  
Date of Inspection (if applicable): \_\_\_\_\_

Letter

File No. RD210915

Borrower						
Property Address	Parcel 89 Main Street					
City	Upper Marlboro	County	Prince George's County	State	MD	Zip Code 20772
Lender/Client	Byron L. Huffman, Esq.					

The real estate that is the subject of this appraisal assignment (subject property) has an address of Main Street, Upper Marlboro, MD 20772. Note that there is no numerical address. The subject property has a legal description of PT LOT ON MAIN, ST EQ .0425 AC, Map 101, Grid F1, Parcel 89, Neighborhood 1003.17.

The subject parcel is located at the intersection of Main Street and Pratt Street in Upper Marlboro, Prince George’s county. The site is unimproved, rectangular in shape, offers level topography, and is zoned C-S-C or Commercial Shopping Center.

During the inspection of the subject property the lot lines were measured to be approximately 21 feet of width and 70 feet of depth. This returns a total site area of 1,470 square feet. However, the property assessment record indicates a total site area of 1,851 square feet. As the methodology of our on-site measurements were approximate and we were not provided a survey of the parcel the results of this assignment are based on the extraordinary assumption that the site area of 1,851 square feet sourced from the assessment record is correct. Use of this extraordinary assumption may have impacted the results of this appraisal assignment.

Additionally, it is possible that the neighboring property, 14801 Pratt Street, may be encroaching on the subject property. We have reviewed online GIS systems and tax maps but do not have access to engineered surveys. Therefore we have also made the extraordinary assumption that the neighboring parcel is not encroaching on the subject property. Use of this extraordinary assumption may have impacted the results of this appraisal assignment.

According to the Prince George’s County’s planning department, the subject property may not meet the requirements of section 27-462 of the county code and the county’s Landscape Manual due to it’s small size. Based upon this we are considering the subject property to not be buildable. Therefore, the Highest and Best Use of this subject property is for assemblage with an adjacent parcel. The most likely candidate for assemblage is the property, at 14801 Pratt Street, Upper Marlboro, MD 20772, to the immediate east of the subject property. In order to determine the market value of the subject property we must first determine the market value of 14801 Pratt Street, Upper Marlboro, MD 20722 As-Is (scenario A) and As-Assembled (scenario B) with the subject property. Then the As-Assembled value (scenario B) is subtracted from the As-Is (scenario A) value. The difference between the As-Is and As-Assembled value (scenario C) is the implied market value of the subject property.

# LAND APPRAISAL REPORT

File No.: RD210915

SUBJECT	Property Address: Parcel 89 Main Street		City: Upper Marlboro		State: MD Zip Code: 20772																																																																																															
	County: Prince George's County		Legal Description: PT LOT ON MAIN, ST EQ .0425 AC, Map 101, Grid F1, Parcel 89, Neighborhood 1003.17																																																																																																	
	Assessor's Parcel #: 03-0197624		Tax Year: 2021		R.E. Taxes: \$ 1,505.07 Special Assessments: \$ 0																																																																																															
	Market Area Name: Upper Marlboro		Map Reference: 47894		Census Tract: 8006.07																																																																																															
ASSIGNMENT	Current Owner of Record: Brandywine Corporex Plz II Ltd Ptr		Borrower (if applicable):																																																																																																	
	Project Type (if applicable): <input type="checkbox"/> PUD <input type="checkbox"/> De Minimis PUD <input type="checkbox"/> Other (describe) HOA: \$ <input type="checkbox"/> per year <input type="checkbox"/> per month																																																																																																			
	Are there any existing improvements to the property? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes If Yes, indicate current occupancy: <input type="checkbox"/> Owner <input type="checkbox"/> Tenant <input type="checkbox"/> Vacant <input type="checkbox"/> Not habitable																																																																																																			
	If Yes, give a brief description:																																																																																																			
MARKET AREA DESCRIPTION	The purpose of this appraisal is to develop an opinion of: <input checked="" type="checkbox"/> Market Value (as defined), or <input type="checkbox"/> other type of value (describe)																																																																																																			
	This report reflects the following value (if not Current, see comments): <input checked="" type="checkbox"/> Current (the Inspection Date is the Effective Date) <input type="checkbox"/> Retrospective <input type="checkbox"/> Prospective																																																																																																			
	Property Rights Appraised: <input checked="" type="checkbox"/> Fee Simple <input type="checkbox"/> Leasehold <input type="checkbox"/> Leased Fee <input type="checkbox"/> Other (describe)																																																																																																			
	Intended Use: The intended use of this appraisal assignment is for use by the client and the client's associates in the potential acquisition of the subject property by the Town of Upper Marlboro, Maryland.																																																																																																			
MARKET AREA DESCRIPTION	Intended User(s) (by name or type): The client, Byron L. Huffman, Esq., and the client's associates.																																																																																																			
	Client: Byron L. Huffman, Esq.		Address: P.O. Box 369, Columbia, Maryland 21045																																																																																																	
	Appraiser: Thomas A Weigand, MAI		Address: One Annapolis Street, Suite 202, Annapolis, MD 21401																																																																																																	
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<td><input type="checkbox"/></td> </tr> </tbody> </table>						Factors Affecting Marketability										Item	Good	Average	Fair	Poor	N/A	Item	Good	Average	Fair	Poor	N/A	Employment Stability	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Adequacy of Utilities	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Convenience to Employment	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Property Compatibility	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Convenience to Shopping	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Protection from Detrimental Conditions	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Convenience to Schools	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Police and Fire Protection	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Adequacy of Public Transportation	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	General Appearance of Properties	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Recreational Facilities	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Appeal to Market	<input 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MARKET AREA DESCRIPTION	Market Area Comments: The subject property is located in Upper Marlboro, Maryland. Property values have been increasing in Upper Marlboro. Average sold prices for Upper Marlboro have increased at an annual rate of 7.75% over the past four years and Median sold prices have increased at an annual rate of 8.38% over the past four years. As such, we have reconciled an annual market conditions adjustment of 8.00%.																																																																																																			

# LAND APPRAISAL REPORT

File No.: RD210915

Dimensions: Approximately 21 x 70		Site Area: 1,851 Sq.Ft.	
Zoning Classification: C-S-C		Description: Commercial Shopping Center	
Do present improvements comply with existing zoning requirements? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> No Improvements			
Uses allowed under current zoning: Many commercial uses. Generally intended for retail and service commercial uses.			
Are CC&Rs applicable? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Unknown Have the documents been reviewed? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Ground Rent (if applicable) \$ _____ / _____			
Comments: N/A			
Highest & Best Use as improved: <input type="checkbox"/> Present use, or <input checked="" type="checkbox"/> Other use (explain) The property is currently vacant.			
Actual Use as of Effective Date: Vacant lot, hold for development		Use as appraised in this report: Assemblage with adjacent parcel	
Summary of Highest & Best Use: The subject property's highest and best use is for assemblage with an adjacent parcel.			

SITE DESCRIPTION

Utilities	Public	Other	Provider/Description	Off-site Improvements	Type	Public	Private	Frontage	Approximately 21 feet
Electricity	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Local provider	Street	Main Street	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Topography	Gently sloping
Gas	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Local provider	Width	25 feet			Size	1,851 sq. ft.
Water	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Local provider	Surface	Macadam			Shape	Rectangular
Sanitary Sewer	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Local provider	Curb/Gutter	Concrete curb	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Drainage	Natural - Appears adequate
Storm Sewer	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Local provider	Sidewalk	Brick sidewalk	<input checked="" type="checkbox"/>	<input type="checkbox"/>	View	Commercial - Retail/Office
Telephone	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Local provider	Street Lights	None - Typical	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
Multimedia	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Local provider	Alley	None - Typical	<input checked="" type="checkbox"/>	<input type="checkbox"/>		

Other site elements: ☒ Inside Lot ☐ Corner Lot ☐ Cul de Sac ☐ Underground Utilities ☐ Other (describe)

FEMA Spec'l Flood Hazard Area ☒ Yes ☐ No FEMA Flood Zone AE FEMA Map # 24033C0280E FEMA Map Date 09/16/2016

Site Comments: The subject parcel contains 1,851 square feet of C-S-C zoned land. The parcel is rectangularly shaped and offers approximately 21 feet of street frontage. During the inspection of the subject property the lot lines were measured to be approximately 21 feet of width and 70 feet of depth. This returns a total site area of 1,470 square feet. However, the property assessment record indicates a total site area of 1,851 square feet. As the methodology of our on-site measurements were approximate and we were not provided a survey of the parcel the results of this assignment are based on the extraordinary assumption that the site area of 1,851 square feet sourced from the assessment record is correct. Use of this extraordinary assumption may have impacted the results of this appraisal assignment.

Additionally, it is possible that the neighboring property, 14801 Pratt Street, may be encroaching on the subject property. We have reviewed online GIS systems and tax maps but do not have access to engineered surveys. Therefore we have also made the extraordinary assumption that the neighboring parcel is not encroaching on the subject property. Use of this extraordinary assumption may have impacted the results of this appraisal assignment.

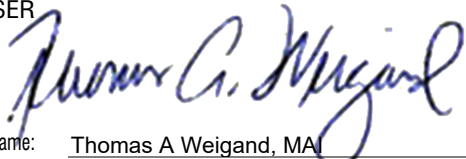
SALES COMPARISON APPROACH

FEATURE	SUBJECT PROPERTY	COMPARABLE NO. 1		COMPARABLE NO. 2		COMPARABLE NO. 3	
Address	Parcel 89 Main Street Upper Marlboro, MD 20772	200 Main St Laurel, MD 20707		407 Main St Laurel, MD 20707		4313 Hamilton St Hyattsville, MD 20781	
Proximity to Subject		20.27 miles N		20.54 miles N		13.99 miles NW	
Sale Price	\$	\$ 282,600		\$ 585,000		\$ 425,000	
Price/ Sq.Ft.	\$	\$		\$		\$	
Data Source(s)		CoStar		CoStar		CoStar	
Verification Source(s)		Assessment Records		Assessment Records		Assessment Records	
VALUE ADJUSTMENT	DESCRIPTION	DESCRIPTION	+ (-) \$ Adjust	DESCRIPTION	+ (-) \$ Adjust	DESCRIPTION	+ (-) \$ Adjust
Sales or Financing							
Concessions							
Date of Sale/Time							
Rights Appraised	Fee Simple						
Location	Upper Marlboro						
Site Area (in Sq.Ft.)	1,764						
Gross Building Area	2744						
Net Adjustment (Total, in \$)		<input type="checkbox"/> + <input type="checkbox"/> - \$		<input type="checkbox"/> + <input type="checkbox"/> - \$		<input type="checkbox"/> + <input type="checkbox"/> - \$	
Adjusted Sale Price (in \$)		Net % Gross % \$ 282,600		Net % Gross % \$ 585,000		Net % Gross % \$ 425,000	

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# LAND APPRAISAL REPORT

File No.: RD210915

SALES COMPARISON APPROACH	Summary of Sales Comparison Approach <u>Please see the sales analysis grids in addendum of this report for Sales Comparison Analysis.</u>	
	Adjustments were made to each of the comparable sales for changes in market conditions. A linear regression analysis was developed in order to determine an annual adjustment. As it was necessary to go back in time 4 years to find the best comparable sales we have analyzed the past four years of property sales data for Upper Marlboro. Please see the market conditions support addendum for more information.	
	Adjustments were made to each of the comparable sales for site size. A linear regression analysis was developed in order to determine a per square foot adjustment. Please see the site size adjustment support addendum for more information.	
TRANSFER HISTORY	My research <input type="checkbox"/> did <input checked="" type="checkbox"/> did not reveal any prior sales or transfers of the subject property for the three years prior to the effective date of this appraisal.	
	Data Source(s): <u>Assessment records, CoStar, BrightMLS</u>	
	1st Prior Subject Sale/Transfer	Analysis of sale/transfer history and/or any current agreement of sale/listing: <u>The subject property has not transferred within the three years prior to the effective date of this appraisal assignment.</u>
	Date: <u>6/10/2010</u>	
	Price: <u>\$250,000</u>	
	Source(s): <u>Assessment records</u>	<u>None of the comparable sales have transferred within one year of the date of sale utilized in this report.</u>
PUD	2nd Prior Subject Sale/Transfer	
	Date: <u>6/30/1982</u>	
RECONCILIATION	Price: <u>\$27,500</u>	
	Source(s): <u>Assessment records</u>	
	<b>PROJECT INFORMATION FOR PUDs (if applicable)</b> <input type="checkbox"/> The Subject is part of a Planned Unit Development.	
	Legal Name of Project: _____	
ATTACH.	Describe common elements and recreational facilities: _____	
	Indicated Value by: Sales Comparison Approach \$ <u>20,000</u>	
	Final Reconciliation <u>For both scenario A and scenario B, most weight was given to comparable sales #1 and #2 as they both offer similar Main Street locations to the subject property. Scenario A = \$450,000, Scenario B = \$470,000, Scenario C = \$470,000 - \$450,000 = \$20,000.</u>	
	This appraisal is made <input checked="" type="checkbox"/> "as is", or <input type="checkbox"/> subject to the following conditions: _____	
SIGNATURES	<input checked="" type="checkbox"/> This report is also subject to other Hypothetical Conditions and/or Extraordinary Assumptions as specified in the attached addenda.	
	Based upon an inspection of the subject property, defined Scope of Work, Statement of Assumptions and Limiting Conditions, and Appraiser's Certifications, my (our) Opinion of the Market Value (or other specified value type), as defined herein, of the real property that is the subject of this report is: \$ <u>20,000</u> , as of: <u>09/15/2021</u> , which is the effective date of this appraisal.	
	If indicated above, this Opinion of Value is subject to Hypothetical Conditions and/or Extraordinary Assumptions included in this report. See attached addenda.	
	A true and complete copy of this report contains <u>24</u> pages, including exhibits which are considered an integral part of the report. This appraisal report may not be properly understood without reference to the information contained in the complete report, which contains the following attached exhibits: <input type="checkbox"/> Scope of Work <input type="checkbox"/> Limiting cond./Certifications <input checked="" type="checkbox"/> Narrative Addendum <input checked="" type="checkbox"/> Location Map(s) <input type="checkbox"/> Flood Addendum <input checked="" type="checkbox"/> Additional Sales <input checked="" type="checkbox"/> Photo Addenda <input type="checkbox"/> Parcel Map <input type="checkbox"/> Hypothetical Conditions <input type="checkbox"/> Extraordinary Assumptions <input type="checkbox"/>	
SIGNATURES	Client Contact: _____ Client Name: <u>Byron L. Huffman, Esq.</u>	
	E-Mail: _____ Address: <u>P.O. Box 369, Columbia, Maryland 21045</u>	
	<b>APPRAISER</b>	
		
	<b>SUPERVISORY APPRAISER (if required) or CO-APPRAISER (if applicable)</b>	
	Supervisory or Co-Appraiser Name: _____	
	Company: _____	
	Phone: _____ Fax: _____	
	E-Mail: _____	
	Date of Report (Signature): <u>10/04/2021</u>	
Appraiser Name: <u>Thomas A Weigand, MA</u>		
Company: <u>Treffer Appraisal Group</u>		
Phone: <u>(410) 544-7744</u> Fax: <u>(410) 544-9005</u>		
E-Mail: <u>appraisals@treffergroup.com</u>		
Date of Report (Signature): <u>10/04/2021</u>		
License or Certification #: <u>04-27637</u> State: <u>MD</u>		
Designation: <u>Certified General</u>		
Expiration Date of License or Certification: <u>12/27/2022</u>		
Inspection of Subject: <input type="checkbox"/> Did Inspect <input type="checkbox"/> Did Not Inspect (Desktop)		
Date of Inspection: <u>09/15/2021</u>		
Supervisory or Co-Appraiser Name: _____		
Company: _____		
Phone: _____ Fax: _____		
E-Mail: _____		
Date of Report (Signature): _____		
License or Certification #: _____ State: _____		
Designation: _____		
Expiration Date of License or Certification: _____		
Inspection of Subject: <input type="checkbox"/> Did Inspect <input type="checkbox"/> Did Not Inspect		
Date of Inspection: _____		



# Assumptions & Limiting Conditions

File No.: RD210915

Property Address: Parcel 89 Main Street

City: Upper Marlboro

State: MD

Zip Code: 20772

Client: Byron L. Huffman, Esq.

Address:

Appraiser: Thomas A Weigand, MAI

Address: One Annapolis Street, Suite 202, Annapolis, MD 21401

## STATEMENT OF ASSUMPTIONS & LIMITING CONDITIONS

- The appraiser will not be responsible for matters of a legal nature that affect either the property being appraised or the title to it. The appraiser assumes that the title is good and marketable and, therefore, will not render any opinions about the title. The property is appraised on the basis of it being under responsible ownership.
- The appraiser may have provided a plat and/or parcel map in the appraisal report to assist the reader in visualizing the lot size, shape, and/or orientation. The appraiser has not made a survey of the subject property.
- If so indicated, the appraiser has examined the available flood maps that are provided by the Federal Emergency Management Agency (or other data sources) and has noted in the appraisal report whether the subject site is located in an identified Special Flood Hazard Area. Because the appraiser is not a surveyor, he or she makes no guarantees, express or implied, regarding this determination.
- The appraiser will not give testimony or appear in court because he or she made an appraisal of the property in question, unless specific arrangements to do so have been made beforehand.
- The appraiser has noted in the appraisal report any adverse conditions (including, but not limited to, the presence of hazardous wastes, toxic substances, etc.) observed during the inspection of the subject property, or that he or she became aware of during the normal research involved in performing the appraisal. Unless otherwise stated in the appraisal report, the appraiser has no knowledge of any hidden or unapparent conditions of the property, or adverse environmental conditions (including, but not limited to, the presence of hazardous wastes, toxic substances, etc.) that would make the property more or less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties, express or implied, regarding the condition of the property. The appraiser will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because the appraiser is not an expert in the field of environmental hazards, the appraisal report must not be considered as an environmental assessment of the property.
- The appraiser obtained the information, estimates, and opinions that were expressed in the appraisal report from sources that he or she considers to be reliable and believes them to be true and correct. The appraiser does not assume responsibility for the accuracy of such items that were furnished by other parties.
- The appraiser will not disclose the contents of the appraisal report except as provided for in the Uniform Standards of Professional Appraisal Practice, and any applicable federal, state or local laws.
- An appraiser's client is the party (or parties) who engage an appraiser in a specific assignment. Any other party acquiring this report from the client does not become a party to the appraiser-client relationship. Any persons receiving this appraisal report because of disclosure requirements applicable to the appraiser's client do not become intended users of this report unless specifically identified by the client at the time of the assignment.
- The appraiser's written consent and approval must be obtained before this appraisal report can be conveyed by anyone to the public, through advertising, public relations, news, sales, or by means of any other media, or by its inclusion in a private or public database. Possession of this report or any copy thereof does not carry with it the right of publication.
- Forecasts of effective demand for the highest and best use or the best fitting and most appropriate use were based on the best available data concerning the market and are subject to conditions of economic uncertainty about the future.



# Definitions & Scope of Work

File No.: RD210915

Property Address: Parcel 89 Main Street

City: Upper Marlboro

State: MD

Zip Code: 20772

Client: Byron L. Huffman, Esq.

Address:

Appraiser: Thomas A Weigand, MAI

Address: One Annapolis Street, Suite 202, Annapolis, MD 21401

## DEFINITION OF MARKET VALUE \*:

Market value means the most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

1. Buyer and seller are typically motivated;
2. Both parties are well informed or well advised and acting in what they consider their own best interests;
3. A reasonable time is allowed for exposure in the open market;
4. Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
5. The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

\* This definition is from regulations published by federal regulatory agencies pursuant to Title XI of the Financial Institutions Reform, Recovery, and Enforcement Act (FIRREA) of 1989 between July 5, 1990, and August 24, 1990, by the Federal Reserve System (FRS), National Credit Union Administration (NCUA), Federal Deposit Insurance Corporation (FDIC), the Office of Thrift Supervision (OTS), and the Office of Comptroller of the Currency (OCC). This definition is also referenced in regulations jointly published by the OCC, OTS, FRS, and FDIC on June 7, 1994, and in the Interagency Appraisal and Evaluation Guidelines, dated October 27, 1994.

The Scope of Work is the type and extent of research and analyses performed in an appraisal assignment that is required to produce credible assignment results, given the nature of the appraisal problem, the specific requirements of the intended user(s) and the intended use of the appraisal report. Reliance upon this report, regardless of how acquired, by any party or for any use, other than those specified in this report by the Appraiser, is prohibited. The Opinion of Value that is the conclusion of this report is credible only within the context of the Scope of Work, Effective Date, the Date of Report, the Intended User(s), the Intended Use, the stated Assumptions and Limiting Conditions, any Hypothetical Conditions and/or Extraordinary Assumptions, and the Type of Value, as defined herein. The appraiser, appraisal firm, and related parties assume no obligation, liability, or accountability, and will not be responsible for any unauthorized use of this report or its conclusions.

Additional Comments (Scope of Work, Extraordinary Assumptions, Hypothetical Conditions, etc.):



# Certifications

File No.:

Property Address: Parcel 89 Main Street	City: Upper Marlboro	State: MD	Zip Code: 20772
Client: Byron L. Huffman, Esq.	Address:		
Appraiser: Thomas A Weigand, MAI	Address: One Annapolis Street, Suite 202, Annapolis, MD 21401		

## APPRAISER'S CERTIFICATION

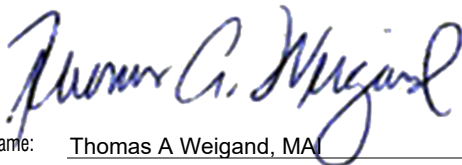
I certify that, to the best of my knowledge and belief:

- The statements of fact contained in this report are true and correct.
- The credibility of this report, for the stated use by the stated user(s), of the reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
- Unless otherwise indicated, I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
- I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
- My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice that were in effect at the time this report was prepared.
- I did not base, either partially or completely, my analysis and/or the opinion of value in the appraisal report on the race, color, religion, sex, handicap, familial status, or national origin of either the prospective owners or occupants of the subject property, or of the present owners or occupants of the properties in the vicinity of the subject property.
- Unless otherwise indicated, I have made a personal inspection of the property that is the subject of this report.
- Unless otherwise indicated, no one provided significant real property appraisal assistance to the person(s) signing this certification.

Additional Certifications:

Client Contact: _____	Client Name: Byron L. Huffman, Esq.
E-Mail: _____	Address: _____

## APPRAISER



Appraiser Name: Thomas A Weigand, MAI  
 Company: Treffer Appraisal Group  
 Phone: (410) 544-7744 Fax: (410) 544-9005  
 E-Mail: appraisals@treffergroup.com  
 Date Report Signed: 10/04/2021  
 License or Certification #: 04-27637 State: MD  
 Designation: Certified General  
 Expiration Date of License or Certification: 12/27/2022  
 Inspection of Subject: ☐ Did Inspect ☐ Did Not Inspect (Desktop)  
 Date of Inspection: 09/15/2021

## SUPERVISORY APPRAISER (if required) or CO-APPRAISER (if applicable)

Supervisory or  
Co-Appraiser Name: \_\_\_\_\_  
 Company: \_\_\_\_\_  
 Phone: \_\_\_\_\_ Fax: \_\_\_\_\_  
 E-Mail: \_\_\_\_\_  
 Date Report Signed: \_\_\_\_\_  
 License or Certification #: \_\_\_\_\_ State: \_\_\_\_\_  
 Designation: \_\_\_\_\_  
 Expiration Date of License or Certification: \_\_\_\_\_  
 Inspection of Subject: ☐ Did Inspect ☐ Did Not Inspect  
 Date of Inspection: \_\_\_\_\_

SIGNATURES

## Sales Comparison Scenario A

## IMPROVED COMPARABLE SALES GRID

	Subject	Comp #1	Comp #2	Comp #3	Comp #4	Comp #5
PROPERTY ADDRESS	14801 Pratt Street Upper Marlboro	200 Main Street Laurel	407 Main Street Laurel	4313 Hamilton Street Hyattsville	3611 43rd Ave Brentwood	105 2nd Street Laurel
GENERAL INFORMATION						
Sale Price	TBD	\$282,600	\$585,000	\$425,000	\$390,000	\$190,000
Sale Date	Date of Insp	4/28/2018	3/21/2018	11/1/2017	4/20/2018	11/8/2017
Zoning	C-S-C	CG	CC	CO	CM	CG
Unit of Measure	SF	SF	SF	SF	SF	SF
Gross Building Area	2,744	2,000	4,292	2,831	4,100	2,112
Lot Square Footage (+/-)	1,764	4,356	6,098	5,741	8,398	3,485
Highest and Best Use	Office	Office	Office	Office	Office	Office
Unadjusted Sales Price/Unit		\$141.30	\$136.30	\$150.12	\$95.12	\$89.96
TRANSACTION ADJUSTMENTS						
Property Rights Conveyed		0%	0%	0%	0%	0%
Adjusted Sale Price		282,600	585,000	425,000	390,000	190,000
Financing Terms		0%	0%	0%	0%	0%
Adjusted Sale Price		282,600	585,000	425,000	390,000	190,000
Conditions of Sale		0%	0%	0%	0%	0%
Adjusted Sale Price		282,600	585,000	425,000	390,000	190,000
Expenditures After Sale		\$0	\$0	\$0	\$0	\$0
Adjusted Sale Price		282,600	585,000	425,000	390,000	190,000
Market Conditions (Time)		27.33%	28.00%	30.66%	27.33%	30.66%
Adjusted Sale Price		359,835	748,800	555,305	496,587	248,264
PROPERTY ADJUSTMENTS						
Location		0%	0%	0%	0%	0%
Physical Characteristics						
Size		0%	0%	0%	0%	0%
Construction Class		0%	0%	0%	0%	0%
Condition		0%	0%	0%	0%	0%
Functional Utility / Build-Out		0%	0%	0%	0%	0%
Land Area		-8.23%	-6.61%	-8.18%	-15.26%	-7.92%
Economic Characteristics						
Tenant Mix		0%	0%	0%	0%	0%
Rent Concessions		0%	0%	0%	0%	0%
Lease Terms		0%	0%	0%	0%	0%
Use (Zoning)		0%	0%	0%	0%	0%
Nonrealty Components		0%	0%	0%	0%	0%
NET PROPERTY ADJUSTMENTS		-8%	-7%	-8%	-15%	-8%
Market Value Indication		\$330,234	\$699,306	\$509,888	\$420,827	\$228,600
Unit of Measure		2,000	4,292	2,831	4,100	2,112
ADJUSTED VALUE PER UNIT		\$165.12	\$162.93	\$180.11	\$102.64	\$108.24
Unit of Measure	SF					
Indicated Rate	\$164.00					
Gross Building Area	2,744					
Indicated Value	\$450,016					
minus deferred maintenance	\$0					
Indicated Value	\$450,016					
Rounded Value	\$450,000					

Sales Comparison Scenario B

IMPROVED COMPARABLE SALES GRID						
	Subject	Comp #1	Comp #2	Comp #3	Comp #4	Comp #5
PROPERTY ADDRESS	14801 Pratt Street Upper Marlboro	200 Main Street Laurel	407 Main Street Laurel	4313 Hamilton Street Hyattsville	3611 43rd Ave Brentwood	105 2nd Street Laurel
GENERAL INFORMATION						
Sale Price	TBD	\$282,600	\$585,000	\$425,000	\$390,000	\$190,000
Sale Date	Date of Insp.	4/28/2018	3/21/2018	11/1/2017	4/20/2018	11/8/2017
Zoning	C-S-C	CG	CC	CO	CM	CG
Unit of Measure	SF	SF	SF	SF	SF	SF
Gross Building Area	2,744	2,000	4,292	2,831	4,100	2,112
Lot Square Footage (+/-)	3,615	4,356	6,098	5,741	8,398	3,485
Highest and Best Use	Office	Office	Office	Office	Office	Office
Unadjusted Sales Price/Unit		\$141.30	\$136.30	\$150.12	\$95.12	\$89.96
TRANSACTION ADJUSTMENTS						
Property Rights Conveyed		0%	0%	0%	0%	0%
Adjusted Sale Price		282,600	585,000	425,000	390,000	190,000
Financing Terms		0%	0%	0%	0%	0%
Adjusted Sale Price		282,600	585,000	425,000	390,000	190,000
Conditions of Sale		0%	0%	0%	0%	0%
Adjusted Sale Price		282,600	585,000	425,000	390,000	190,000
Expenditures After Sale		\$0	\$0	\$0	\$0	\$0
Adjusted Sale Price		282,600	585,000	425,000	390,000	190,000
Market Conditions (Time)		27.33%	28.00%	30.66%	27.33%	30.66%
Adjusted Sale Price		359,835	748,800	555,305	496,587	248,254
PROPERTY ADJUSTMENTS						
Location		0%	0%	0%	0%	0%
Physical Characteristics						
Size		0%	0%	0%	0%	0%
Construction Class		0%	0%	0%	0%	0%
Condition		0%	0%	0%	0%	0%
Functional Utility / Build-Out		0%	0%	0%	0%	0%
Land Area		-2.35%	-3.79%	-4.37%	-11.00%	0.60%
Economic Characteristics						
Tenant Mix		0%	0%	0%	0%	0%
Rent Concessions		0%	0%	0%	0%	0%
Lease Terms		0%	0%	0%	0%	0%
Use (Zoning)		0%	0%	0%	0%	0%
Nonrealty Components		0%	0%	0%	0%	0%
NET PROPERTY ADJUSTMENTS		-2%	-4%	-4%	-11%	1%
Market Value Indication		\$351,372	\$720,444	\$531,026	\$441,965	\$249,739
Unit of Measure		2,000	4,292	2,831	4,100	2,112
ADJUSTED VALUE PER UNIT		\$175.69	\$167.86	\$187.58	\$107.80	\$118.25
Unit of Measure	SF					
Indicated Rate	\$171.00					
Gross Building Area	2,744					
Indicated Value	\$469,224					
minus deferred maintenance	\$0					
Indicated Value	\$469,224					
Rounded Value	\$470,000					





View from Main / Pratt Street



Subject Property Site



Subject Property Site



Subject Property Site



View of Subject from parking lot south of Subject



Street Frontage of Subject Property





Adjacent Property 14801 Pratt Street



Main Street & Pratt Street Intersection



Main Street Across from Subject Property



Nearby Properties Along Main Street



Parking Lot Behind Subject Property



Parking Lot Behind Subject Property

Comparable Photo Page

Borrower						
Property Address	Parcel 89 Main Street					
City	Upper Marlboro	County	Prince George's County	State	MD	Zip Code 20772
Lender/Client	Byron L. Huffman, Esq.					



Comparable 1

200 Main St  
Prox. to Subject 20.27 miles N  
Sale Price 282,600  
Gross Living Area  
Total Rooms  
Total Bedrooms  
Total Bathrooms  
Location  
View  
Site  
Quality  
Age



Comparable 2

407 Main St  
Prox. to Subject 20.54 miles N  
Sale Price 585,000  
Gross Living Area  
Total Rooms  
Total Bedrooms  
Total Bathrooms  
Location  
View  
Site  
Quality  
Age



Comparable 3

4313 Hamilton St  
Prox. to Subject 13.99 miles NW  
Sale Price 425,000  
Gross Living Area  
Total Rooms  
Total Bedrooms  
Total Bathrooms  
Location  
View  
Site  
Quality  
Age



Comparable Photo Page

Borrower							
Property Address		Parcel 89 Main Street					
City	Upper Marlboro	County	Prince George's County	State	MD	Zip Code	20772
Lender/Client		Byron L. Huffman, Esq.					



Comparable 4

3611 43rd Ave  
Prox. to Subject 13.42 miles NW  
Sale Price 390,000  
Gross Living Area  
Total Rooms  
Total Bedrooms  
Total Bathrooms  
Location  
View  
Site  
Quality  
Age



Comparable 5

105 2nd St  
Prox. to Subject 20.26 miles N  
Sale Price 190,000  
Gross Living Area  
Total Rooms  
Total Bedrooms  
Total Bathrooms  
Location  
View  
Site  
Quality  
Age

Comparable 6

Prox. to Subject  
Sale Price  
Gross Living Area  
Total Rooms  
Total Bedrooms  
Total Bathrooms  
Location  
View  
Site  
Quality  
Age

Supplemental Addendum

File No. RD210915

Borrower							
Property Address	Parcel 89 Main Street						
City	Upper Marlboro	County	Prince George's County	State	MD	Zip Code	20772
Lender/Client	Byron L. Huffman, Esq.						

Purpose of the Appraisal

The purpose of the report is to develop and report an opinion of market value for the subject property.

Scope of the Appraisal

The scope of the appraisal provides for a physical inspection of the property and its surroundings enough to gather data necessary to form a supportable opinion of market value. Comparable properties are chosen after reviewing recent settled sales, current listings, and properties currently under contract for sale. Specifics regarding physical features of the comparable properties and the terms of sale are obtained from one or more of the following sources: Multiple Listing Services, public property records, deeds, and other commercially available real estate services. Comparable sales are then contrasted with the subject, and necessary quantitative and qualitative adjustments are applied to each comparable to arrive at an indicated market value of the subject property by direct sales comparison. The scope of the appraisal assignment also considers development of the additional valuation methodologies including the cost and income approaches. The Cost approach is developed by determining replacement cost new and deducting a provision for depreciation. The Income approach is developed by dividing the rental income by an appropriate capitalization rate.

When multiple approaches are developed a reasoned reconciliation of the applicable approaches is made to arrive at an opinion of market value. All market value opinions are tied to an effective date and subject to the Certification and Limiting Conditions that are attached hereto.

Unless otherwise stated in the appraisal report, we have no knowledge of any hidden or unapparent conditions of the property that would make the property more or less valuable and makes no guarantees, or warranties, expressed or implied, regarding the condition of the property. Furthermore, this appraisal report is not a home inspection report. No warranty is expressed or implied.

Standard Comments

- 1) Client: The client is the party who has engaged Treffer Appraisal Group and requested this appraisal assignment. The individual requesting the appraisal assignment may be a representative or employee that is a party to the entity ordering the appraisal.
- 2) Intended Use: The intended use of the appraisal report is to provide an opinion of market value. For lending assignments, the intended use is to assist the client in evaluating the quality of loan collateral.
- 3) Intended User: The intended user of the report is the client who has ordered the appraisal report their assignees, or the employees of the client that may be required to review or comment on the appraisal. Use of the report is restricted to the intended users disclosed in this report.
- 4) Exposure Time: The exposure time of the subject may be the same as marketing time. Exposure time is defined as: The estimated length of time the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal.
- 5) I am qualified and competent to perform this appraisal under the competency provision of the Uniform Standards of Professional Appraisal Practice (USPAP).
- 6) No personal property other than what is typical for the area is included in this report, (i.e. appliances).

Additional Certifications

My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice (USPAP) and in



Supplemental Addendum

File No. RD210915

Borrower							
Property Address	Parcel 89 Main Street						
City	Upper Marlboro	County	Prince George's County	State	MD	Zip Code	20772
Lender/Client	Byron L. Huffman, Esq.						

accordance with the regulations developed by the Lender's Interagency Appraisal Guidelines as required by FIRREA.

No warranty of the appraised property is given or implied.

Market Value

The 6th Edition of The Dictionary of Real Estate Appraisal includes several definitions for market value. The following definition from the dictionary is used by the federal agencies that regulate insured financial institutions in the United States.

Market Value: the most probable price which a property should bring in a competitive and open market under all condition’s requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

- 1. Buyer and seller are typically motivated;
- 2. Both parties are well informed or well advised, and acting in what they consider their best interests;
- 3. A reasonable time is allowed for exposure in the open market;
- 4. Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
- 5. The sales price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

Hazmat/Environmental

Unless otherwise stated in this report, the existence of hazardous material, which may or may not be present on the property, was not observed by the appraiser. I have no knowledge of the existence of such materials on or in the property. I am not qualified to detect such substances. The presence of substances such as asbestos, radon, urea-formaldehyde foam insulation, lead paint, or other potentially hazardous materials may affect the value of the property. The opinion of market value contained in this report is predicated on the assumption that there is no such materials on or in the property that would cause the loss of value. No responsibility is assumed for any such conditions, or for any expertise or engineering knowledge required to discover them.

Detrimental Conditions Statement

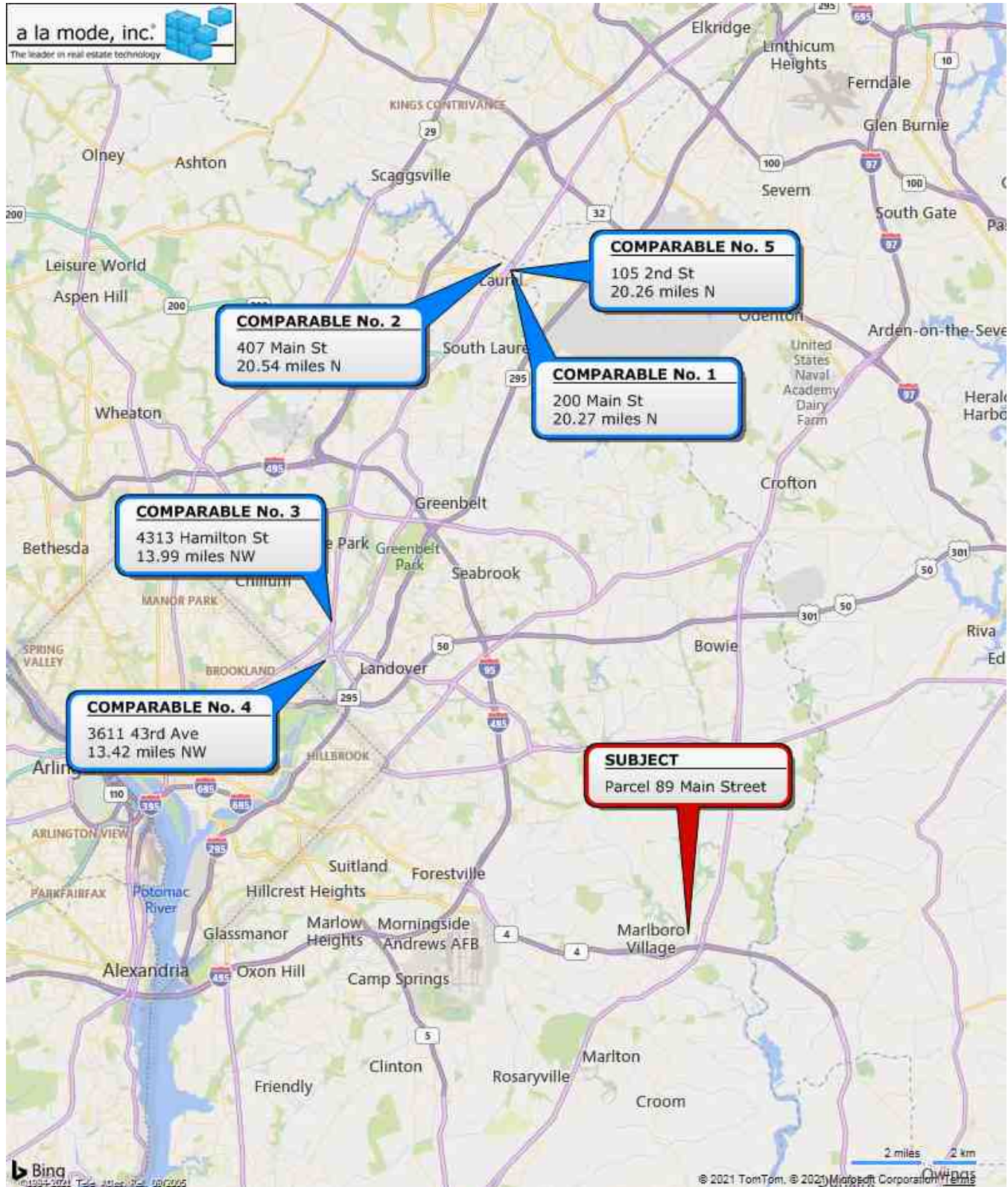
There are a wide variety of detrimental conditions that can impact property values. These include, but are not limited to non-market motivations, future temporary disruptions, acts of terrorism, stigmas, convicted criminals who reside in the neighborhood, neighborhood nuisances, future unannounced surrounding developments, structural and engineering conditions, construction conditions, soils and geo technical issues, environmental conditions and natural conditions. We have inspected the subject property on a level that is consistent with the typical responsibilities of the appraisal profession; however, we do not have the expertise of market analysts, soils, structural or engineers, scientists, specialists, urban planners and specialists for the various fields. Unless otherwise stated within the report, we assume no responsibility for the impact that the variety of detrimental conditions may cause.

Sale Price/Data Source/Verification Source

The sale prices of all comparable sales were verified through public tax records, by examination of Deed, or through contact with the respective listing or sales agents.

## Location Map

Borrower					
Property Address	Parcel 89 Main Street				
City	Upper Marlboro	County	Prince George's County	State	MD Zip Code 20772
Lender/Client	Byron L. Huffman, Esq.				



Market Conditions Adjustment Support



Year	Average Sold Price	Median Sold Price
2017	\$328,794	\$310,000
2018	\$341,047	\$325,000
2019	\$367,087	\$359,900
2020	\$405,048	\$385,000
Slope	\$25,480	\$25,990
% Increase	7.75%	8.38%
R Squared	0.9515	0.9798

Reconciled an 8% annual adjustment

Comp Sale Date	4/28/2018	3/21/2018	11/1/2017	4/20/2018	11/8/2017
Months since sale	41	42	46	41	46
Adjustment	27.33333333	28	30.66667	27.33333	30.66667

Site Size Adjustment Support



The indicated slope of the linear regression line of 11.42 indicates a per square foot adjustment of \$11.42 per square foot. This per square foot number has been applied on a percentage basis as defined below.

SCENARIO A				
Comp 1	Comp 2	Comp 3	Comp 4	Comp 5
2,592	4,334	3,977	6,634	1,721
\$ (29,601)	\$ (49,494)	\$ (45,417)	\$ (75,760)	\$ (19,654)
-8.23%	-6.61%	-8.18%	-15.26%	-7.92%

SCENARIO B				
Comp 1	Comp 2	Comp 3	Comp 4	Comp 5
741	2,483	2,126	4,783	-130
\$ (8,462)	\$ (28,356)	\$ (24,279)	\$ (54,622)	\$ 1,485
-2.35%	-3.79%	-4.37%	-11.00%	0.60%



## SDAT

Account Identifier:		District - 03 Account Number - 0197624									
Owner Information											
Owner Name:		BRANDYWINE CORPOREX PLZ II LTD PTR						Use:		COMMERCIAL	
Mailing Address:		14145 BRANDYWINE RD BRANDYWINE MD 20613-3003						Principal Residence:		NO	
								Deed Reference:		/31765/ 00547	
Location & Structure Information											
Premises Address:		MAIN ST UPPER MARLBORO 20772-0000						Legal Description:		PT LOT ON MAIN ST EQ .0425 AC	
Map:	Grid:	Parcel:	Neighborhood:	Subdivision:	Section:	Block:	Lot:	Assessment Year:	Plat No:	Plat Ref:	
0101	00F1	0089	10003.17	0000				2020			
Town: UPPER MARLBORO											
Primary Structure Built		Above Grade Living Area		Finished Basement Area		Property Land Area		County Use			
						1,851 SF		005			
Stories	Basement	Type	Exterior	Quality	Full/Half Bath	Garage	Last Notice of Major Improvements				
Value Information											
			Base Value	Value		Phase-in Assessments					
				As of		As of		As of			
				01/01/2020		07/01/2021		07/01/2022			
Land:			37,000	37,000							
Improvements			0	0							
Total:			37,000	37,000		37,000		37,000			
Preferential Land:			0	0							
Transfer Information											
Seller: PRINCE GEOS FED SAV & LOAN ASSN				Date: 06/10/2010				Price: \$250,000			
Type: ARMS LENGTH MULTIPLE				Deed1: /31765/ 00547				Deed2:			
Seller: CASSIDY,LEWIS C &				Date: 06/30/1982				Price: \$27,500			
Type: ARMS LENGTH IMPROVED				Deed1: /05550/ 00034				Deed2:			
Seller:				Date:				Price:			
Type:				Deed1:				Deed2:			
Exemption Information											
Partial Exempt Assessments:		Class				07/01/2021		07/01/2022			
County:		000				0.00					
State:		000				0.00					
Municipal:		000				0.00 0.00		0.00 0.00			
Special Tax Recapture: None											
Homestead Application Information											
Homestead Application Status: No Application											
Homeowners' Tax Credit Application Information											
Homeowners' Tax Credit Application Status: No Application								Date:			

Tax Bill

Property Tax Inquiry

PRINCE GEORGE'S COUNTY  
REAL PROPERTY TAX INFORMATION FOR FY 22  
TAX PERIOD 07/01/21 - 06/30/22  
MEETS REQUIREMENTS FOR REAL PROPERTY SECTION 14-126

ACCOUNT NUMBER:	0197624	DISTRICT:	03	DATA AS OF:	10/04/21 at 10:37:56	<a href="#">New Search</a>
OWNER:	CARE OF:			<a href="#">Help</a>		
BRANDYWINE CORPOREX PLZ II LTD			<a href="#">Payment History</a>			
PROPERTY ADDRESS:		MAILING ADDRESS:				
000000 MAIN ST		14145 BRANDYWINE RD				
UPPER MARLBORO MD 20772-0000		BRANDYWINE, MD 20613-3003				
MORTGAGE:		UNKNOWN				
PROPERTY DESCRIPTION:		PT LOT ON MAIN ST EQ .0425 AC				
CONDO:PLAT		PHASE	BLDG	UNIT		
SUBNAME:				LIBER/FOLIO:	31765/547	
SECTION:				LATEST DEED:	06/10/2010	
LOT:				LAND:	37,000.00	
BLOCK:				IMPS:	0.00	
ACREAGE:	1851.000 F			ASSESSMENT:	37,000.00	
OCCUPANCY:	NOT PRINCIPAL RESIDENCE					
TAX DESCRIPTION:					TAX/CHARGE:	
COUNTY PROPERTY TAX					334.48	
COUNTY PROPERTY TAX - SUPPLEMENTAL EDUCATION					14.80	
STATE OF MARYLAND					41.44	
PARK & PLANNING					108.78	
STORMWATER/CHESAPEAKE BAY WATER QUALITY					19.98	
WASHINGTON SUBURBAN TRANSIT COMMISSION					9.62	
TOWN LEVY					199.80	
OTHER MUNICIPAL CHARGES					0.00	
FRONT FOOT					0.00	
SOLID WASTE SERVICE CHARGE					0.00	
CLEAN WATER ACT FEE					20.58	
SPECIAL AREA					0.00	
LIENS					0.00	
OTHER TAXES/FEES					0.00	
LESS HOMEOWNERS TAX CREDIT					0.00	
LESS HOMESTEAD TAX CREDIT					0.00	
LESS DISCOUNT CREDIT					0.00	
TOTAL					749.48	
PAYMENT RECEIVED			09/24/2021	INT/PEN	0.00	
REFUND DATE				REFUND AMOUNT	0.00	
Account No:	0197624	FY22				

License

THIS DOCUMENT IS VOID WITHOUT BLUE BACKGROUND. CONTAINS COPY VOID FEATURE & ARTIFICIAL WATERMARK ON THE BACK.



STATE OF MARYLAND  
**DLLR**  
DEPARTMENT OF LABOR, LICENSING AND REGULATION

LICENSE \* REGISTRATION \* CERTIFICATION \* PERMIT

**STATE OF MARYLAND**

**DEPARTMENT OF LABOR, LICENSING AND REGULATION**

COMMISSION OF RE APPRAISERS & HOME INSPECTORS

CERTIFIES THAT:

THOMAS WEIGAND

Lawrence J. Hogan, Jr.  
Governor

Boyd K. Rutherford  
Lt. Governor

James E. Rzepkowski  
Acting Secretary

IS AN AUTHORIZED: **04 - CERTIFIED GENERAL**

<u>LIC/REG/CERT</u> 27637	<u>EXPIRATION</u> 12-27-2022	<u>EFFECTIVE</u> 11-05-2019	<u>CONTROL NO</u> 5431876
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Signature of Bearer

  
Acting Secretary DLLR

WHERE REQUIRED BY LAW THIS MUST BE CONSPICUOUSLY DISPLAYED IN OFFICE TO WHICH IT APPLIES

Form SCNGL - "TOTAL" appraisal software by a la mode, inc. - 1-800-ALAMODE

## AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE

**THIS AGREEMENT**, made, executed, and effective as of the date of the last party to execute the same, by and between **TOWN OF UPPER MARLBORO, MARYLAND** ("Buyer") and **BRANDYWINE CORPOREX PLAZA II LIMITED PARTNERSHIP** ("Seller"), witnesses that in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

**1. PROPERTY; CONDITION.** Seller hereby agrees to sell and convey to Buyer and Buyer agrees to purchase the following Property:

BEGINNING for the same at a "PK" Nail set in the gutter pan on the south side of Main Street in the Town of Upper Marlboro, Maryland, said nail being the northeast corner of the "CASSIDY BUILDING" Property (Liber 3530 at Folio 617), thence with the south curb line of Main Street; (1) North 74 deg. 41 min. 51 sec. East, 26.64 feet to a "PK" Nail set in the gutter pan on the south side of Main Street, said nail being the northwest corner of the "SASSCER BUILDING" Property (Liber 3652 at Folio 379), thence with the Sasscer division line; (2) South 15 deg. 23 min. 50 sec. East, 70.49 feet to an iron pipe set, passing in transit and through the building wall of the "SASSCER BUILDING" at 43.11 feet for a distance of 25.03 feet, said pipe being on the Cassidy Division line, thence with the Cassidy division line the following two (2) courses and distances; (3) South 73 deg. 33 min. 14 sec. West, 25.65 feet to an iron pipe found in a concrete sidewalk, thence (4) North 16 deg. 11 min. 44 sec. West, 71.01 feet to the point of beginning, containing 1,850 square feet as per survey by Copeland & Kephart, dated May 25, 1982. Being part of the Maguire Lot, Town of Upper Marlboro.

Subject to and together with a right of way for an existing concrete walk along the westerly boundary from the surface of present paving up to 8.0' elevation.

Tax Parcel 89, Tax Account No. 03-0197624

Together with all the improvements, fixtures, equipment, personalty appurtenant to the Property and rental units or operation of the Property, easements, rights, appurtenances, leases and rents. The Property and all personalty conveyed therewith is sold in "as-is" condition except as otherwise expressly provided herein.

**2. PURCHASE PRICE; DEPOSIT; PAYMENT.**

a. The purchase price ("Purchase Price") to be paid by Buyer to Seller for the Property shall be the amount Twenty Thousand Dollars (\$20,000.00)

b. The Purchase Price shall be paid in cash at closing.



c. An earnest money deposit in the amount of \$WAIVED in cash shall be placed with Xeisin Title, LLC, upon execution hereof by all parties. The deposit shall be credited to the Buyer at closing hereunder.

**3. TITLE; CONVEYANCE; SETTLEMENT.**

a. Seller shall convey the Property "AS IS", and by special warranty deed with full covenants of title and covenants of further assurances conveying marketable and insurable fee simple title, which shall convey the Property by good and marketable title to Buyer, free of liens and encumbrances, except for easements, covenants, conditions and rights-of-way of record to which no objection is made by Buyer prior to settlement and fully insurable by an ALTA company of Buyer's choice at normal rates. If any defects in title are of such character that they may be remedied by any action within six (6) months of Buyer's receipt of the title report, then Seller shall have the option of terminating the contract or, at Seller's sole expense, shall undertake such action, which shall be done in a prompt and diligent manner and the settlement date shall be extended, if needed, until such defects in title shall have been remedied. If the defects in title are of such character that they may not be remedied by legal action within six (6) months after Buyers' receipt of the title report, Buyer may elect not to have such defects cured and proceed to settlement, or Buyer may elect to terminate this Agreement, in which case neither party shall have any further liability to the other under this Agreement, except that Buyer shall be entitled to a refund of Buyer's entire deposit. In no event, shall settlement be extended beyond Six (6) months from the effective date hereof.

b. Settlement hereunder shall take place on or before \_\_\_\_\_, 2020, in the offices of Xeisin Title LLC, 1300 Mercantile Lane, Suite 100G, Largo, MD 20774. Telephone: Voice: 301-636-4395; Fax: 240-838-3433. Email: [settlements@xeisin.com](mailto:settlements@xeisin.com).

c. Real estate taxes, general or special, and all other public or governmental charges or assessments against the Property which are or may be payable on an annual basis, including assessments, liens, or encumbrances for sewer, water to other public improvements completed or commenced on or prior to the date thereof, whether assessments therefor have been levied or not shall be prorated to the date of settlement.

d. Examination of title to the Property, title insurance, tax certificates, notary fees, Buyer's settlement attorney's fees, the fee to record the documents, all of any required transfer and recordation taxes, and survey costs, if any, shall be paid by Buyer. Seller shall pay Seller's own attorney's fees.

**4. POSSESSION; INSPECTION.**

a. **RISK OF LOSS.** The Property is to be held at the risk of Buyer from and after the Effective Date hereof. Buyer shall have the right, at Buyer's option and Buyer's expense, to obtain any insurance or additional insurance as shall be satisfactory to Buyer.

b. **CONDEMNATION OF PROPERTY.** If, prior to closing, all or a substantial part of the Property is condemned, then this Agreement, at the option of either party, shall be declared null and void and all Deposit monies promptly returned to Buyer whereupon Seller and Buyer shall

be relieved of all further rights and obligations hereunder. All payments made for said condemnation and rights thereto, shall be the sole property of the Seller and Buyer waives any and all rights thereto.

**5. DEFAULT.** If Seller shall default hereunder, for any reason except Buyer's default, and if said default is not cured within thirty (30) days' notice by Buyer to Seller by certified mail, then Buyer shall have all remedies available to it at law or in equity, including specific performance.

If Buyer shall fail to perform its obligations hereunder to make full settlement in accordance with the terms hereof, and if said default is not cured within thirty (30) days of notice by Seller to Buyer by certified mail, then Seller's remedies against Buyer on account of such default shall be limited to forfeiture of the deposit of Buyer as liquidated damages and Buyer's right to purchase the Property shall be terminated, and the parties hereto shall be released and discharged from any and all further liability or obligation.

**6. POSSESSION.** Seller agrees to give possession at the time of settlement, and in the event it shall fail so to do it shall become and be thereafter a tenant by sufferance of Buyer and hereby waives all notice to quit, as provided by the laws effective in the jurisdiction in which the Property is located. Seller shall deliver to Buyer the originals of all leases, contracts, records of rental payments, security deposit records and receipts, and keys and access codes to all doors.

**7. RISK OF LOSS.** The Property is to be held at the risk of Seller until legal title has passed, the deed has been recorded or possession has been given, whichever shall first occur.

**8. COVENANTS, WARRANTIES, AND REPRESENTATIONS OF SELLER.** Seller makes the following covenants, warrants and represents to Buyer, each of which shall be true as of the time and date of closing, and the compliance with and truth of which shall be a precondition to the obligation of Buyer to perform under this Agreement:

a. **LITIGATION; ADMINISTRATIVE PROCEEDINGS; REGULATORY ACTIONS.** Seller is not now a party to any litigation affecting the Property or any part thereof or Seller's right to sell the Property, and Seller knows of no present or threatened litigation or asserted or unasserted rights affecting the Property or any part thereof. There are no actions, suits, or proceedings at law or in equity or admiralty pending, threatened against, or affecting Seller or the Property, or by any federal, state, municipal, or other governmental department, commission, board, bureau, agency or instrumentality, domestic or foreign, that involve any claim not fully covered by insurance or fully disclosed to Buyer. No action, suit, or proceeding will result in any material adverse change in the Property. Seller has not received notice, and Seller has no knowledge of any actual or alleged violations of any applicable code within the State of Maryland regarding the Property which have not been corrected by Seller and withdrawn or noted as satisfied by the applicable governmental authority or unit. There have been no suits, claims or threats of suit or claims by any person against Seller for either lead, toxic mold, asbestos, or other substance or environmental tort liability. Seller covenants and agrees to give to Buyer prompt notice of the institution prior to settlement of any such litigation.

b. **HAZARDOUS MATERIALS.** Seller hereby expressly represents and warrants to Buyer that during the period of Seller's ownership of the Property, and, as to any time prior

thereto, to the best of Seller's knowledge, the Property has not, at any time, been used as a landfill, dump, or for other disposal purposes or operation, including storage of raw materials, products, or waste of a hazardous nature, or for any other use which might give rise to the existence of hazardous materials as defined by the Resource Conservation and Recovery Act, the Comprehensive Environmental Response, Compensation and Liability Act, or by any local ordinances on the Property which could create liability for Buyer; and, to the best of Seller's knowledge, there are no such hazardous materials, including but not limited to lead paint or asbestos, in or upon the Property.

c. **NO OTHER AGREEMENTS.** Seller is not a party to any licenses, leases of personal property, or any other contracts or agreements, whether oral or in writing, with respect to the Property or any tenancy or contract related thereto, other than as disclosed in writing to Buyer.

d. **MISREPRESENTATIONS AND OMISSIONS.** None of the representations or warranties in this Agreement, nor any document, written statement, certificate or schedule furnished or to be furnished to Buyer pursuant to this Agreement or in connection with the transaction contemplated hereunder contain or will contain, to Seller's knowledge and belief, any untrue statement of a material fact, or omit or will omit to state a material fact necessary to make the statements of facts contained therein not misleading.

**9. NOTICES.** All notices given hereunder shall be sent by regular and certified mail sent to the addresses the parties have provided to the other.

**10. MISCELLANEOUS.**

a. This Agreement contains the final and entire agreement between the parties hereto, and neither they nor their agents shall be bound by any terms, conditions or representations not herein written.

b. No change or modifications of this Agreement shall be valid unless the same is in writing and signed by the parties hereto.

c. The purported or alleged waiver of any of the provisions of this Agreement shall not be binding or effective unless in writing and signed by the party against whom it is sought to be enforced.

d. The covenants, conditions and agreements contained in this Agreement to be performed by the respective parties are binding on, and may be legally enforced by, the said parties, their heirs, executors, administrators, successors and assigns, respectively.

e. No waiver of any breach of any covenant hereof shall be construed to be a waiver of the covenant itself or of any subsequent breach thereof, or of this Agreement.

f. The parties agree that all representations and warranties set forth herein shall survive the closing and they shall remain liable therefor to each other for any breach thereof.

g. This Agreement may not assigned by Buyer without Seller's consent, which consent shall not be unreasonably withheld.

h. If any terms, covenants or conditions of this Agreement, or its application to any person or circumstance, shall be invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to person or circumstances other than those to which it is held invalid or unenforceable shall not be affected, and each term shall be valid and enforceable to the fullest extent permitted by law.

i. The parties hereto agree that this Agreement shall be governed by and construed in accordance with the laws of the State of Maryland.

IN WITNESS WHEREOF and intending to be legally bound, the parties hereto have executed these presents, to be effective the day and year first above written

**DATE OF EXECUTION:**

\_\_\_\_\_

**BUYER:**

**TOWN OF UPPER MARLBORO, MARYLAND**

\_\_\_\_\_  
By: \_\_\_\_\_ (Seal)

**DATE OF EXECUTION:**

\_\_\_\_\_

**SELLER:**

**BRANDYWINE CORPOREX PLAZA II LIMITED  
PARTNERSHIP**

\_\_\_\_\_  
By: \_\_\_\_\_ (Seal)

B. Type of Loan

1. ☐ FHA

2. ☐ RHS

3. ☐ Conv. Unins.

4. ☐ VA

5. ☐ Conv Ins.

6. File No.  
XT-210155

7. Loan No.

8. Mortgage Insurance Case No.

C. Note:

This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked “(p.o.c.)” were paid outside the closing; they are shown here for informational purposes and are not included in the totals.

D. Name & Address of Borrower:  
Town of Upper Marlboro

E. Name & Address of Seller:  
BRANDYWINE CORPOREX PLZ II LTD PTR

F. Name & Address of Lender:

G. Property Location:  
Parcel 89 Main Street  
Upper Malrboro, MD 20772  
PT LOT ON MAIN, ST EQ .0425 AC, Map 101, Grid F1,  
Parcel 89, Neighborhood 1003.17

H. Settlement Agent:  
Xeisin Title LLC

I. Settlement Date:  
11/30/2021  
Funding Date:  
11/30/2021  
Disbursement Date:  
11/30/2021

Place of Settlement:  
1300 Mercantile Lane Suite 100-G Largo,  
MD 20774

J. Summary of Borrower's Transaction	K. Summary of Seller's Transaction																																																																																																																																																																				
<table><tr><th colspan="2">100. Gross Amount Due from Borrower</th></tr><tr><td>101. Contract sales price</td><td>\$20,000.00</td></tr><tr><td>102. Personal property</td><td></td></tr><tr><td>103. Settlement charges to borrower (line 1400)</td><td>\$1,749.75</td></tr><tr><td>104.</td><td></td></tr><tr><td>105.</td><td></td></tr><tr><td>Adjustment for items paid by seller in advance</td><td></td></tr><tr><td>106. City/Town Taxes</td><td></td></tr><tr><td>107. County Taxes 11/30/2021 to 07/01/2022</td><td>\$437.37</td></tr><tr><td>108. Assessments</td><td></td></tr><tr><td>109.</td><td></td></tr><tr><td>110.</td><td></td></tr><tr><td>111.</td><td></td></tr><tr><td>112.</td><td></td></tr><tr><td>120. Gross Amount Due from Borrower</td><td>\$22,187.12</td></tr><tr><th colspan="2">200. Amount Paid by or in Behalf of Borrower</th></tr><tr><td>201. Deposit</td><td></td></tr><tr><td>202. Principal amount of new loan(s)</td><td></td></tr><tr><td>203. Existing loan(s) taken subject to</td><td></td></tr><tr><td>204.</td><td></td></tr><tr><td>205.</td><td></td></tr><tr><td>206.</td><td></td></tr><tr><td>207.</td><td></td></tr><tr><td>208.</td><td></td></tr><tr><td>209.</td><td></td></tr><tr><td>Adjustments for items unpaid by seller</td><td></td></tr><tr><td>210. City/Town Taxes</td><td></td></tr><tr><td>211. County Taxes</td><td></td></tr><tr><td>212. Assessments</td><td></td></tr><tr><td>213.</td><td></td></tr><tr><td>214.</td><td></td></tr><tr><td>215.</td><td></td></tr><tr><td>216.</td><td></td></tr><tr><td>217.</td><td></td></tr><tr><td>218.</td><td></td></tr><tr><td>219.</td><td></td></tr><tr><td>220. Total Paid by/for Borrower</td><td></td></tr><tr><th colspan="2">300. Cash at Settlement from/to Borrower</th></tr><tr><td>301. Gross amount due from borrower (line 120)</td><td>\$22,187.12</td></tr><tr><td>302. Less amounts paid by/for borrower (line 220)</td><td></td></tr><tr><td>303. Cash <input checked="" type="checkbox"/> From <input type="checkbox"/> To Borrower</td><td>\$22,187.12</td></tr></table>	100. Gross Amount Due from Borrower		101. Contract sales price	\$20,000.00	102. Personal property		103. Settlement charges to borrower (line 1400)	\$1,749.75	104.		105.		Adjustment for items paid by seller in advance		106. City/Town Taxes		107. County Taxes 11/30/2021 to 07/01/2022	\$437.37	108. Assessments		109.		110.		111.		112.		120. Gross Amount Due from Borrower	\$22,187.12	200. Amount Paid by or in Behalf of Borrower		201. Deposit		202. Principal amount of new loan(s)		203. Existing loan(s) taken subject to		204.		205.		206.		207.		208.		209.		Adjustments for items unpaid by seller		210. City/Town Taxes		211. County Taxes		212. Assessments		213.		214.		215.		216.		217.		218.		219.		220. Total Paid by/for Borrower		300. Cash at Settlement from/to Borrower		301. Gross amount due from borrower (line 120)	\$22,187.12	302. Less amounts paid by/for borrower (line 220)		303. Cash <input checked="" type="checkbox"/> From <input type="checkbox"/> To Borrower	\$22,187.12	<table><tr><th colspan="2">400. Gross Amount Due to Seller</th></tr><tr><td>401. Contract sales price</td><td>\$20,000.00</td></tr><tr><td>402. Personal property</td><td></td></tr><tr><td>403.</td><td></td></tr><tr><td>404.</td><td></td></tr><tr><td>405.</td><td></td></tr><tr><td>Adjustment for items paid by seller in advance</td><td></td></tr><tr><td>406. City/Town Taxes</td><td></td></tr><tr><td>407. County Taxes 11/30/2021 to 07/01/2022</td><td>\$437.37</td></tr><tr><td>408. Assessments</td><td></td></tr><tr><td>409.</td><td></td></tr><tr><td>410.</td><td></td></tr><tr><td>411.</td><td></td></tr><tr><td>412.</td><td></td></tr><tr><td>420. Gross Amount Due to Seller</td><td>\$20,437.37</td></tr><tr><th colspan="2">500. Reductions in Amount Due to Seller</th></tr><tr><td>501. Excess deposit (see instructions)</td><td></td></tr><tr><td>502. 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Assessments		513.		514.		515.		516.		517.		518.		519.		520. Total Reduction Amount Due Seller		600. Cash at Settlement to/from Seller		601. Gross amount due to seller (line 420)	\$20,437.37	602. Less reductions in amounts due seller (line 520)		603. Cash <input checked="" type="checkbox"/> To <input type="checkbox"/> From Seller	\$20,437.37
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Section 5 of the Real Estate Settlement Procedures Act (RESPA) requires the following: • HUD must develop a Special Information Booklet to help persons borrowing money to finance the purchase of residential real estate to better understand the nature and costs of real estate settlement services; • Each lender must provide the booklet to all applicants from whom it receives or for whom it prepares a written application to borrow money to finance the purchase of residential real estate; • Lenders must prepare and distribute with the Booklet a Good Faith Estimate of the settlement costs that the borrower is likely to incur in connection with the settlement. These disclosures are mandatory.

Section 4(a) of RESPA mandates that HUD develop and prescribe this standard form to be used at the time of loan settlement to provide full disclosure of all charges imposed upon the borrower and seller. These are third party disclosures that are designed to provide the borrower with pertinent information during the settlement process in order to be a better shopper.

The Public Reporting Burden for this collection of information is estimated to average one hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number.

The information requested does not lend itself to confidentiality.

Previous editions are obsolete

Page 1 of 2

HUD-1 / Order #XT-210155 / November 9, 2021

L. Settlement Charges

700. Total Real Estate Broker Fees		Paid From Borrower's Funds at Settlement	Paid From Seller's Funds at Settlement
Division of commission (line 700) as follows :			
701. \$			
702. \$			
703. Commission paid at settlement			
704.			
800. Items Payable in Connection with Loan			
801. Our origination charge			
802. Your credit or charge (points) for the specific interest rate chosen			
803. Appraisal fee			
804. Credit report			
805. Tax service			
806. Flood certification			
807.			
808.			
809.			
810.			
900. Items Required by Lender to be Paid in Advance			
901. Daily interest charges from 11/30/2021 to 12/01/2021			
902. Mortgage insurance premium			
903. Homeowner's insurance			
904.			
1000. Reserves Deposited with Lender			
1001. Initial deposit for your escrow account			
1002. Homeowner's insurance			
1003. Mortgage insurance			
1004. Property taxes			
1005.			
1006.			
1007. Aggregate Adjustment \$0.00			
1100. Title Charges			
1101. Settlement or closing fee to Xeisin Title LLC		\$350.00	
1102. Owner's title insurance to Fidelity National Title Insurance Company		\$300.00	
1103. Lender's title insurance to Fidelity National Title Insurance Company			
1104. Lender's title policy limit \$			
1105. Owner's title policy limit \$20,000.00			
1106. Title Exam Fee to Xeisin Title LLC \$295.00		\$295.00	
1107. Title Commitment Fee to Xeisin Title LLC \$50.00		\$50.00	
1108. Deed Review Fee to Byron L. Huffman P.C. \$50.00		\$50.00	
1109. E-Recording Fee to Xeisin Title LLC		\$4.75	
1110. Abstract/Title Search Fee to Marlborough Abstract, Inc.		\$400.00	
1200. Government Recording and Transfer Charges			
1201. Recording fees: Deed \$60.00 Mortgage \$ Release \$ to Clerk of the Circuit Court		\$60.00	
1202. City/County tax/stamps Deed \$0.00 Mortgage \$			
1203. State tax/stamps Deed \$0.00 Mortgage \$			
1204. Recordation Tax Deed \$110.00 to Prince George's County			
1300. Additional Settlement Charges			
1301. Survey Fee, Plot Plan to Exacta Land Surveyors/Xeisin Title LLC		\$240.00	
1302.			
1303.			
1304.			
1305.			
1306.			
1307.			
1308.			
1309.			
1400. Total Settlement Charges (enter on lines 103, Section J and 502, Section K)		\$1,749.75	

See signature addendum

Town of Upper Marlboro	Date	BRANDYWINE CORPOREX PLZ II LTD PTR Inc., a Corporation	Date
------------------------	------	--	------

The HUD-1 settlement statement which I have prepared is a true and accurate account of this transaction. I have caused or will cause the funds to be disbursed in accordance with this statement

Settlement Agent	Date
------------------	------