

**MARYLAND DEPARTMENT OF TRANSPORTATION
STATE HIGHWAY ADMINISTRATION**

OFFER FOR PURCHASE OF FEE SIMPLE PROPERTY

Property Reference Name: S. Diane Dwyer

MC #: 23-1122

Modal Item No.: 113202

Project No.: FR715_1

MDOT SHA Plat No.: 62058

OFFER INFORMATION SUMMARY

The Maryland Department of Transportation (MDOT) welcomes your offer to acquire the former S. Diane Dwyer property consisting of 0.125 acres, plus or minus, located at 701 W. Potomac Street, Brunswick, Frederick County, in accordance with Title §8-309 Annotated Code of Maryland and State Clearinghouse policy. Kindly complete the attached forms and promptly forward them to us for consideration and processing. The executed Offer for Purchase of Fee Simple Property: Offer Information Summary; Offer Form; Standard Conditions, Reservations and Covenants Governing the Sale of Real Property; and Additional Conditions and Disclosure Information forms should be mailed or delivered to:

**David Zaidain
Chief, Office of Real Estate and Economic Development
Maryland Department of Transportation
7201 Corporate Center Drive, MS-470
Hanover MD 21076**

The sale of this property is subject to the approval of the Maryland Department of Transportation State Highway Administration Administrator and, where it is required, the Federal Highway Administration and/or the Board of Public Works. Assuming the sale is approved, and a deed is executed, additional steps need to be taken to finalize a transaction and the buyer must be prepared to settle on the property within 90 days of "Notice of Approval of Sale" by the MDOT.

Throughout this process, the buyer will have one (1) single point of contact for communication. **All requests or questions concerning settlement should be directed to:**

**Mashel Wakil
Team Leader, Real Estate Services
Office of Real Estate and Economic Development
Maryland Department of Transportation
410-865-1270
mwakil@mdot.maryland.gov**

Initial Deposit:	\$15,000
Second Deposit:	\$
Balance Due at Settlement:	\$

Buyer's Authorized Signature: _____

Date: _____

Printed or Typed Name: _____

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OFFER FORM

TO: The Maryland Department of Transportation (MDOT)
The Maryland Department of Transportation State Highway Administration (MDOT SHA)

I (we), the undersigned, do hereby agree to purchase the MDOT SHA's right, title, and interest in and to the above parcel containing 0.125 acres, plus or minus, as identified on Frederick County Tax Map 0911, Parcel 0414 and on MDOT SHA Plat No. 62058 for the sum of _____ Dollars (\$_____). I (we) do hereby transfer a **certified or cashier's check** in the amount of Fifteen Thousand Dollars and No/100 (\$15,000.00), payable to the order of the **MDOT State Highway Administration** to cover the initial deposit.

The balance of the purchase price is to be paid at the time of settlement or the deposit may be forfeited to MDOT and the property disposed of in whatever manner the MDOT may determine, without any further obligation or liability to the buyer.

It is understood and agreed by the undersigned that this property will be sold in "as is, where is" condition. It is understood it is the responsibility of the buyer to conduct their due diligence of the subject property prior to executing and submitting the Offer for Purchase of Fee Simple Property.

Settlement must occur within 90 days of "Notice of Approval of Sale" by the MDOT. Any request for extension must be submitted, in writing, within 60 days of "Notice of Approval of Sale," to the Director, Office of Real Estate and Economic Development (ORED), MDOT. An extension may be granted at the sole discretion of the ORED Director and may require an additional deposit from the buyer.

IT IS FURTHER UNDERSTOOD AND AGREED THAT, in submitting the Offer for Purchase of Fee Simple Property, I (we), the undersigned, have accepted, will abide by, and comply with all conditions set forth in the attached:

1. STANDARD CONDITIONS, RESERVATIONS AND COVENANTS GOVERNING THE SALE OF REAL PROPERTY, AND
2. ADDITIONAL CONDITIONS AND DISCLOSURE INFORMATION.

FURTHERMORE, the buyer warrants that he/she/they are **NOT AN EMPLOYEE(S) OF THE MDOT**; and that the buyer(s) **CANNOT ASSIGN THESE PURCHASE RIGHTS WITHOUT PRIOR WRITTEN CONSENT BY THE MDOT.**

PLEASE PRINT NAME(S) OF PARTY(IES) TO APPEAR IN THE DEED BELOW:

ALSO, HOW PROPERTY IS TO BE HELD BELOW:

BUYER'S SIGNATURE: _____

PRINT NAME(S) AND TITLE(S): _____

ADDRESS: _____

TELEPHONE NO: _____

EMAIL ADDRESS: _____

NOTE: The amount of all deposit(s) will be returned if the Offer is rejected.

Buyer's Authorized Signature: _____

Date: _____

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STANDARD CONDITIONS, RESERVATIONS AND COVENANTS GOVERNING THE SALE OF REAL PROPERTY:

The attention of all prospective buyers is called to the fact that each and every Offer for Purchase of Fee Simple Property submitted to the Maryland Department of Transportation State Highway Administration (MDOT SHA) and sale of Real Property by the MDOT SHA shall be subject to each and every condition hereinafter set forth, in addition to any "Special Stipulations" as set out in the Offer for Purchase of Fee Simple Property or other documents which apply to the specific property or properties. **It is therefore of the utmost importance that all buyers carefully review** these "Standard Conditions, Reservations and Covenants Governing the Sale of Real Property" as well as the "Additional Conditions and Disclosure Information" and other documents governing the sale before submitting any offer or executing a right to reacquire property under the provisions of Section 8-309 of the Transportation Article of the Annotated Code of Maryland (§8-309).

1. Except as otherwise provided in § 8-309 or other governing law, the MDOT SHA reserves the right to reject any and all offers to purchase or acquire any property offered for sale by the MDOT SHA and it reserves the right thereafter to sell any or all of said premises at public or private sale in whatever manner the MDOT SHA may determine, without any further obligation or liability to the buyer.
2. Under the provisions of §8-309:
 - a. If the parcel is sold at Public Auction it is only necessary for the MDOT SHA Administrator to execute and deliver the deed conveying the land to the buyer.
 - b. Except for parcels sold at Public Auction, the deed conveying this property must be executed by the MDOT SHA Administrator and the Board of Public Works (BPW); therefore, no offer of this type is accepted and no sale of this type is final until the BPW has approved it. Additionally, no sale of this type is final until delivery of the executed deed.
3. The special MDOT SHA plat or plats (if any) prepared for the property now being considered show only the approximate boundaries of said property. Said boundary lines were not established by actual survey and, therefore, any additional surveys that the buyer may elect to have made to further satisfy himself or herself as to the exact boundary lines of said property shall be performed at the sole expense of the said buyer.
4. Any title examinations that the buyer may desire to make shall be made at the sole expense of said buyer.
5. The buyer shall assume the cost of all recording fees and charges and State and Federal Revenue Tax charges and other similar expenses, which may be required in order to record any deed or deeds to the property being offered for sale. If the Deed is not recorded within 30 days after the date of settlement MDOT reserves the right to pursue all remedies including, but not limited to: a) recording a duplicate original deed executed by the Board of Public Works in the Land Records; b) recovering all damages caused by the failure to record the Deed including, but not limited to, recording fees and property taxes advanced in connection with the recording and all staff time; and/or c) seeking a declaratory judgment that the sale was a nullity, reselling the property, and refunding the balance of any funds already paid after all damages incurred by the failure to record the Deed have been calculated and deducted by MDOT.
6. The quit claim deed or deeds by which the MDOT SHA will convey said property to the buyer will convey all of the MDOT SHA's right, title, and interest as conveyed to the MDOT SHA by the deed or deeds on record to the MDOT SHA for the land covered by the proposed sale. The said deed or deeds to said buyer will contain the following reservations, restrictions and covenants, which shall run with and bind the land to be conveyed, and which shall also be binding upon the buyer (grantee) and the heirs, successors and assigns of said grantee forever.

Buyer's Authorized Signature: _____

Date: _____

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**STANDARD CONDITIONS, RESERVATIONS AND COVENANTS GOVERNING THE SALE OF REAL PROPERTY
(Continued):**

7. Reserving unto the State of Maryland, to the use of the MDOT SHA, its successors and assigns, the following:
- a. Excepting from this conveyance so much of said land as will lie between the outermost lines designated "Right-of-Way Line" as shown and/or indicated on the MDOT SHA-SRC Right-of-Way plat(s) for this project.
 - b. The right to create, use and maintain on the land shown hatched thus  on the MDOT SHA-SRC plat(s) such slopes as are necessary to retain the highway and/or adjacent property; it being agreed between the parties hereto, however, that at such time as the contour of the land required for slopes is no longer necessary as support to protect the property retained by the State in fee simple, then said easement for slopes shall cease to be effective.
 - c. The right to create, use, and maintain on the land shown cross-hatched thus  on the MDOT SHA-SRC plat(s) a perpetual easement for such drainage structures, stream changes, and facilities as are necessary in the opinion of the MDOT SHA to care for whatever drainage structures which may be determined necessary by the MDOT SHA to protect the highway.
 - d. The perpetual right to discharge the flow of water from such stream changes and all other drainage facilities as are necessary in the opinion of the MDOT SHA to adequately drain the highway or adjacent property and/or control the flow of water into existing waterways or natural drainage courses, as indicated by the symbol  and/or the existing ground, as indicated by the symbol , at the outlet end of the drainage facilities so created by the MDOT SHA, all of which are shown on the Right-of-Way plat(s).
 - e. Subject to and reserving from this conveyance any and all rights and reservations that may have been granted or reserved by the former owners of this property or their predecessors in title and/or covenants or restrictions which may have been established with respect to said land by such former owners or their predecessors in title.
 - f. Subject to and reserving from this conveyance any and all existing rights now held or used by any public utility or public utilities across or adjacent to the land hereby conveyed.
8. Deposit(s) or balance due at settlement shall be in the form of a certified or cashier's check in the amount specified in the Offer for Purchase of Fee Simple Property: Offer Information Summary and Offer Form.
9. All auction bid offers submitted on any property shall remain in full force and effect for not less than 180 days after the date of auction.
10. The highest informal offer submitted on any property shall remain in full force and effect for 180 days after the closing date for receipt of the informal offer. Except for the check submitted with the highest informal offer, all other checks will be returned to such buyers by mail within seven (7) days of the closing date for receipt of the offer.
11. No Offer for Purchase of Fee Simple Property shall be considered accepted until formal Notice of Approval of Sale, in writing, is received by the buyer from the Maryland Department of Transportation. Where BPW approval is required no sale is final until the BPW approves the sale and the deed executed by the BPW is delivered.
12. If the buyer should fail to transmit a certified or cashier's check covering the balance of the sales price to the MDOT SHA within 90 days of the date he/she is notified (Notice of Approval of Sale) that the executed deed is ready for delivery, then the MDOT SHA may automatically retain the full amount of any "deposit monies" held and thereafter dispose of the property in whatever manner the MDOT SHA may determine, without any further obligation or liability to the buyer, who thus fails to pay the balance due as specified. Exceptions are warranted for granted extension.

Buyer's Authorized Signature: _____

Date: _____

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ADDITIONAL CONDITIONS AND DISCLOSURE INFORMATION

Property Conditions and Disclosures:

1. The apparent zoning is Open Space (OS). All zoning and use determinations will be made by Frederick County, Maryland. Maryland Department of Transportation State Highway Administration (MDOT SHA) offers no warranty as to zoning or permitted use.
2. MDOT SHA considers the highest and best use of subject property is for single-family dwelling.
3. The property is improved with a two-story dwelling and is accessible via West Potomac Street.
4. The property Tax Account No. is 25-467183, and Tax Map Identification is Tax Map 0911, Parcel 0414.
5. All public utilities are available including water, sewer, gas, electricity, and telephone..

Sale Policy Conditions and Disclosures:

This property will be sold in “**as is, where is**” condition. It is the responsibility of the buyer to conduct their due diligence of the subject property prior to executing and submitting the Offer for Purchase of Fee Simple Property.

The buyer will provide the grantee information to appear on the deed. He, she, they will also sign all pages of the Offer for Purchase of Fee Simple Property. The terms of the sale are such that the MDOT SHA, Office of Real Estate will recommend approval of the sale to the MDOT SHA Administrator and, where it is required, the Federal Highway Administration (FHWA). After all recommendations are received, the MDOT SHA Administrator and/or the Board of Public Works (BPW), shall decide to accept or reject the sale.

If the sale is accepted the buyer will be sent a “Notice of Approval of Sale” and the buyer will be expected to settle on the property within 90 days. This time period or any terms and conditions can only be modified, in writing, by the Director, Office of Real Estate and Economic Development (ORED), Maryland Department of Transportation (MDOT). An extension may be granted at the sole discretion of the ORED Director and may require an additional deposit from the buyer. A right of entry or access to the property by the buyer may be permitted prior to final settlement and will exist in accordance with the terms of a lease of nominal value, or by written approval by the ORED Director.

If the sale is rejected all deposit monies will be returned to the buyer and the property may be disposed of in whatever manner the MDOT may determine, without any further obligation to the buyer.

Important Notice: All disclosure information contained herein is subject to independent verification by any and all interested parties; whereas, it is believed to be accurate it is in no way warranted.

Buyer’s Authorized Signature: _____

Date: _____