

HOUSE BILL 486

N1

(4lr0648)

ENROLLED BILL

— *Environment and Transportation/Judicial Proceedings* —

Introduced by **Delegates Fair, Pruski, Shetty, Terrasa, ~~and Wu~~ Wu, Foley, Ruth, and Stewart**

Read and Examined by Proofreaders:

Proofreader.

Proofreader.

Sealed with the Great Seal and presented to the Governor, for his approval this
_____ day of _____ at _____ o'clock, _____ M.

Speaker.

CHAPTER _____

1 AN ACT concerning

2 **Residential Property Sales – Contract Disclosures – Superfund Sites**

3 FOR the purpose of requiring the seller of residential real property located within a certain
4 distance of a National Priorities List (NPL) Superfund site to include a certain
5 addendum to the contract for the sale of the property; and generally relating to
6 disclosure requirements for a contract for the sale of residential real property.

7 BY adding to

8 Article – Real Property

9 Section 10–714

10 Annotated Code of Maryland

11 (2023 Replacement Volume)

EXPLANATION: CAPITALS INDICATE MATTER ADDED TO EXISTING LAW.

[Brackets] indicate matter deleted from existing law.

Underlining indicates amendments to bill.

~~Strike out~~ indicates matter stricken from the bill by amendment or deleted from the law by amendment.

Italics indicate opposite chamber/conference committee amendments.



SECTION 1. BE IT ENACTED BY THE GENERAL ASSEMBLY OF MARYLAND,
That the Laws of Maryland read as follows:

Article – Real Property

10-714.

(A) THE SELLER OF RESIDENTIAL PROPERTY THAT IS LOCATED WITHIN ~~0.5~~
~~MILES~~ 1 MILE OF A NATIONAL PRIORITIES LIST (NPL) SUPERFUND SITE SHALL
PROVIDE THE BUYER WITH AN ADDENDUM TO THE CONTRACT OF SALE THAT
CONTAINS, IN CONSPICUOUS TYPE:

(1) IDENTIFICATION OF THE SUPERFUND SITE THAT IS WITHIN ~~0.5~~
~~MILES~~ 1 MILE OF THE PROPERTY;

(2) THE DEFINITION OF A NATIONAL PRIORITIES LIST (NPL)
SUPERFUND SITE UNDER U.S. ENVIRONMENTAL PROTECTION AGENCY
GUIDELINES;

(3) THE UNIFORM RESOURCE LOCATOR (URL) FOR THE FOLLOWING
U.S. ENVIRONMENTAL PROTECTION AGENCY WEBSITES:

(I) SEARCH FOR SUPERFUND SITES WHERE YOU LIVE; AND

(II) SUPERFUND HUMAN EXPOSURE DASHBOARD; AND

(4) A NOTICE THAT WITHIN 5 DAYS AFTER SIGNING AND DATING THE
CONTRACT OF SALE AND ON WRITTEN NOTICE TO THE SELLER, THE BUYER:

(I) MAY VOID THE CONTRACT OF SALE; AND

(II) ON RESCISSION OF THE CONTRACT OF SALE, SHALL
RECEIVE A FULL REFUND OF ANY MONEY PAID TO THE SELLER.

(B) AN ADDENDUM UNDER SUBSECTION (A) OF THIS SECTION SHALL BE
PROVIDED IN THE FOLLOWING FORM OR A SUBSTANTIALLY SIMILAR FORM:

~~“THIS NATIONAL PRIORITIES LIST (NPL) SUPERFUND SITE~~
~~DISCLOSURE ADDENDUM (THE “ADDENDUM”) IS ENTERED INTO THIS _____ DAY~~
~~OF _____, 20____, BY AND BETWEEN _____~~
~~(“SELLER”) AND _____ (“BUYER”). THIS ADDENDUM IS~~
~~INCORPORATED INTO THE ORIGINAL CONTRACT OF SALE SIGNED ON~~
~~_____.~~

1 BUYER AND SELLER HEREBY ACKNOWLEDGE THAT ~~THIS ADDENDUM IS~~
2 ~~INCORPORATED INTO THE CONTRACT OF SALE FOR THE PROPERTY REFERENCED~~
3 ~~THEREIN AS THE "PREMISES" AND SERVES TO AFFIRM THE FOLLOWING:~~

4 (1) A NATIONAL PRIORITIES LIST (NPL) SUPERFUND SITE IS A SITE OF
5 NATIONAL PRIORITY AMONG THE KNOWN RELEASES OR THREATENED RELEASES OF
6 HAZARDOUS SUBSTANCES, POLLUTANTS, OR CONTAMINANTS THROUGHOUT THE
7 UNITED STATES AND ITS TERRITORIES;

8 (2) THE SELLER HEREBY NOTIFIES THE BUYER THAT THE ~~PREMISES~~
9 ~~ARE~~ PROPERTY IS LOCATED WITHIN ~~0.5 MILES~~ 1 MILE OF
10 _____, WHICH IS A NATIONAL PRIORITIES LIST (NPL)
11 SUPERFUND SITE. INFORMATION ABOUT THE LOCATION OF SUPERFUND SITES
12 THROUGHOUT THE STATE OF MARYLAND AND ACROSS THE UNITED STATES CAN BE
13 FOUND AT THE ENVIRONMENTAL PROTECTION AGENCY'S SEARCH FOR
14 SUPERFUND SITES WHERE YOU LIVE WEBSITE
15 ~~(HTTPS://WWW.EPA.GOV/SUPERFUND/SEARCH-SUPERFUND-SITES-WHERE-YOU-~~
16 ~~LIVE). INFORMATION ABOUT THE STATUS OF SUPERFUND SITE CONTAMINATION~~
17 ~~STABILIZATION CAN BE FOUND AT THE ENVIRONMENTAL PROTECTION AGENCY'S~~
18 ~~SUPERFUND HUMAN EXPOSURE DASHBOARD~~
19 ~~(HTTPS://WWW.EPA.GOV/SUPERFUND/SUPERFUND-HUMAN-EXPOSURE-~~
20 ~~DASHBOARD); AND~~

21 (3) ~~BY SIGNING AND DATING BELOW, THE BUYER AND SELLER AGREE~~
22 ~~THAT THE ADDENDUM SHALL BE LEGALLY BINDING AND INCORPORATED INTO THE~~
23 ~~ABOVE REFERENCED CONTRACT OF SALE; AND~~

24 (4) THE BUYER HEREBY ACKNOWLEDGES ~~THAT THE BUYER HAS READ~~
25 ~~THE ADDENDUM IN FULL AND UNDERSTANDS~~ THAT WITHIN FIVE (5) DAYS AFTER
26 SIGNING AND DATING THE ADDENDUM, AND ON WRITTEN NOTICE TO THE SELLER,
27 THE BUYER MAY VOID THE CONTRACT OF SALE AND IS ENTITLED TO THE RETURN
28 OF ANY MONEY PAID TO THE SELLER ON ACCOUNT OF THE CONTRACT OF SALE.

29 SELLER SIGNATURE _____ DATE _____

30 BUYER SIGNATURE _____ DATE _____".

31 SECTION 2. AND BE IT FURTHER ENACTED, That this Act shall take effect
32 October 1, 2024.