

## PUBLIC AUCTION

**4 BR \* 1 ½ BA Colonial on ½ acre \* Det. 1-Car Garage  
Hardwood Floors & Replacement Windows Throughout  
Village Residential (VR) Zoning**



***1732 Jarrettsville Road \* Jarrettsville, Harford Co., MD 21084***

**FRIDAY, FEBRUARY 15, 2019 AT 12 NOON**

***Open by Appointment and from 10 am on Sale Date***

**In cooperation with Patrick S. O'Neill, Inc., Auctioneer**

1732 Jarrettsville Road, Jarrettsville, MD 21084

Active

Residential

\$99,900



MLS #: MDHR180082  
 Tax ID #: 04-007832  
 County: Harford, MD  
 In City Limits: No  
 Legal Subdivision:  
 Subdiv / Neigh: Jarrettsville  
 School District: Harford County Public Schools  
 High School: North Harford  
 Year Built: 1931  
 Property Condition: As-is condition  
 Total Taxes / Year: \$2,174 / 2018  
 Tax Assessed Value: \$183,200 / 2017  
 Recent Change: **01/09/2019 : NEW Listing : New Listing->ACT**

|               | Beds | Baths  |
|---------------|------|--------|
| TOTAL         | 4    | 1 Full |
| Upper Level 1 | 4    | 1 Full |

Structure Type: Detached  
 Style: Colonial  
 Levels/Stories: 3+  
 Ownership Interest: Fee Simple  
 Abv Grd Fin SQFT: 1,568 / Assessor  
 Lot Acres / SQFT: 0.46a / 20,000sf / Assessor

**Waterfront / Water Access**

Navigable Water: No  
 Tidal Water: No  
 Riparian Rights: No

**Rooms**

|              |                 |                       |                 |                     |                     |
|--------------|-----------------|-----------------------|-----------------|---------------------|---------------------|
| Attic:       | Upper 2         | Bedroom:              | 14 x 11 Upper 1 | Flooring - HardWood |                     |
| Bedroom:     | 12 x 12 Upper 1 | Flooring - HardWood   | Bedroom:        | 11 x 11 Upper 1     | Flooring - HardWood |
| Bedroom:     | 12 x 9 Upper 1  | Flooring - HardWood   | Bathroom:       | Upper 1             |                     |
| Living Room: | 28 x 12 Main    | Flooring - HardWood   | Dining Room:    | 16 x 15 Main        | Flooring - HardWood |
| Kitchen:     | 12 x 12 Main    | Flooring - Vinyl      | Mud Room:       | Main                |                     |
| Laundry:     | Main            |                       | Half Bath:      | Main                |                     |
| Basement:    | Lower 1         | Basement - Unfinished |                 |                     |                     |

**Features**

|                   |  |                     |      |                       |                |
|-------------------|--|---------------------|------|-----------------------|----------------|
| Constr Materials: | Aluminum Siding  | Accessibility Feat: | None | Exterior Features:    | Sidewalks      |
| Roof:             | Asphalt  | Fireplace Count:    | 0    | Outdoor Living Struc: | Porch(es)      |
| Cooling/Fuel:     | None / None  |                     |      | Waterfront/Type:      | No             |
| Heating/Fuel:     | Hot Water, Radiator / Oil  |                     |      | Zoning:               | VR             |
| Water/Sewer:      | Well / On Site Septic  |                     |      | Garage:               | 1-Car Garage   |
| Basement:         | Yes / Connecting Stairway, Crawl Space, Outside Entrance, Unfinished, Walkout Stairs |                     |      | Non-Garage Parking:   | Paved Driveway |

**Remarks**

Inclusions: all appliances in "as is" condition without warranty or guaranty; window treatments; fixtures; any items of personal property remaining in or on the property as of the date of settlement, at Seller's option  
 Exclusions: none  
 Public: To be offered for sale at Public Auction on Friday, Feb. 15, 2019 at 12 noon. List price is suggested opening bid. \$5,000.00 contract deposit. Settlement by April 2, 2019. Colonial home with hardwood floors \* oil fired boiler for radiator heat replaced 2012 \* covered front porch \* replaced vinyl insulated double hung windows \* paved driveway with parking pad \* det. 1-car garage. See BRIGHT docs fo...

**Listing Office**

Listing Agent: Aimee O'Neill (Lic# Unknown) (410) 459-7220  
 Listing Office: O'Neill Enterprises Realty (ONEN1) (Lic# Unknown)

**Compensation**

Buyer Agency Comp: 1% Of Gross  
 Sub Agency Comp: 1% Of Gross

**Showing**

Appt Phone: (866) 891-7469  
 Contact Name: CSS  
 Showing Requirements: Call First - Showing Service, Lockbox-Combo, Schedule Online, Show Anytime, Sign on Property, Vacant  
 Lock Box: Combo / on front door

**Auction Information**

Auction Date: 02/15/2019  
 Auction Time: 12 pm

**Listing Details**

Original Price: \$99,900  
 Listing Agrmnt Type: Excl Right To Sell  
 Listing Agreement Dt: 01/09/2019  
 Sale Type: Auction, Standard  
 DOM / CDOM: 1 / 1  
 Listing Terms: As is Condition  
 Owner Name: William B

**PUBLIC REAL ESTATE AUCTION**

**1732 Jarrettsville Road \* Jarrettsville  
Harford County, Maryland 21084**

**Friday, February 15, 2019 at 12 Noon**

**DIRECTIONS:** MD Rte. #24 (Rocks Road) to west on W. Jarrettsville Road, property on the right; sign posted

**OPEN FOR INSPECTION:** by appointment and from 10 am on Sale Date

**DEED REFERENCE:** Liber 10230, Folio 239

**LOT DIMENSIONS:** 0.46 acre more or less

**CURRENT ANNUAL REAL ESTATE TAXES:** \$ 2,174

**ZONING:** VR – Village Residential (a copy of the VR Zoning Code is enclosed within this marketing brochure)

**IMPROVEMENTS:** 2-Story Frame Dwelling (Dimensions: 28' x 28') with 1-Story Section (Dimensions: 16' x 08'); built circa 1931, with aluminum siding, fascia, gutters; asphalt shingle roof

**TOTAL SQUARE FOOTAGE OF HOUSE:** 1,696 sq. ft. finished above grade

**FIRST LEVEL FLOOR PLAN: oak hardwood floor throughout, natural wood trim**

**Living Room:** 28' x 12' with front entry; basement access

**Dining Room:** 16' x 15' with access to half bath; open to living room

**Kitchen:** 12' x 12' with vinyl floor; access to laundry room; access to mud room; access to stairway

**Mud Room**

**Laundry Room**

**Half Bath**

**SECOND LEVEL FLOOR PLAN: oak hardwood floor throughout, natural wood trim**

**Center Hall:** 08' x 05'

**Bedroom No. 1:** 14' x 11' with closet; ceiling light

**Bedroom No. 2:** 12' x 12' with closet; ceiling light

**Bedroom No. 3:** 11' x 11' with closet; ceiling light

**Bedroom No. 4:** 12' x 09' with closet; ceiling light; access to full attic stairs

**Bathroom**

**THIRD LEVEL FLOOR PLAN:**

**Attic:** flooring; finished walls; replaced windows; two (2) cubby accesses

**LOWER LEVEL FLOOR PLAN:** full unimproved basement under 2-story section; crawl space under 1-story section

**UTILITIES:**

On-Site Well

On-Site Septic System

Oil Fired Boiler for Radiator Heat (2012)

275 gallon oil tank in basement

**SPECIAL FEATURES:**

Front Porch: 26' x 08'  
Concrete Sidewalk to Front Porch  
Asphalt Paved Driveway with Parking Pad  
Replaced Vinyl Insulated Double Hung Windows with screens

**OUTBUILDING:**

Black Bear Detached 1-Car Garage: 22' x 13'5"

**INCLUDED IN PURCHASE:** all appliances in "as is" condition without warranty or guaranty; window treatments; fixtures; any items of personal property remaining in or on the property as of the date of settlement, at Seller's option

**EXCLUDED FROM PURCHASE:** none

**HARFORD COUNTY PUBLIC SCHOOLS:**

**(Subject to re-districting changes. Buyers are encouraged to call Harford County Board of Education 410-838-7300 or visit the website [www.hcps.org](http://www.hcps.org))**

Jarrettsville Elementary School; North Harford Middle School; North Harford High School

**NOTE:** ALL DIMENSIONS ARE APPROXIMATE

**TERMS:** \$ 5,000.00 in cash, certified or cashier's check, or other form of payment acceptable to the auctioneer and/or Seller, required at time of auction. Balance to be paid on or before April 2, 2019. One Percent (1%) Buyer Broker commission offered to registered Buyer Broker. Buyer Broker must attend the auction with client. No Commission paid if Buyer and Agent are one and the same. A review copy of the Purchase and Sale Contract is enclosed within this marketing brochure.

**All Bidders must register prior to the auction.**

**Bidder Registration Requirements:**

**1 – Photo Identification**

**2 – Contract Deposit** in the amount of \$ 5,000.00

Note that the Contract Deposit is to be produced at the time of registration in cash, certified check, cashier's check or other form of payment acceptable to the auctioneer and/or Seller.

The Cashier's or Certified Check is to be issued to the registered Buyer and the photo identification must be the same as the person to whom the check is issued. Should the registered Buyer be the successful purchaser at auction, the cashier's/certified check will be endorsed to be payable to the order of Patrick S. O'Neill, Inc.

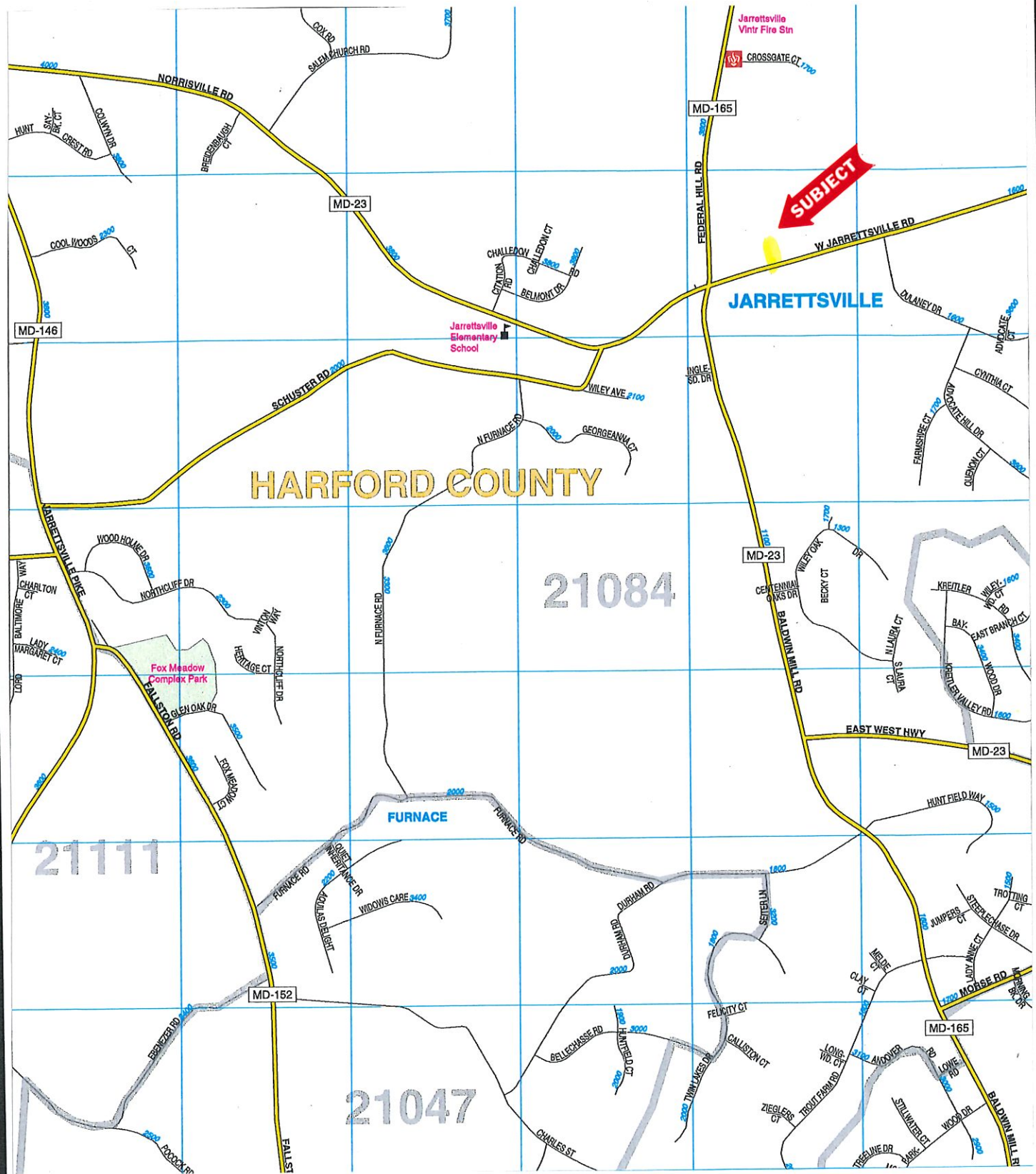
Cash will be counted to insure it is the required amount.

**Should additional information be required, please contact:**

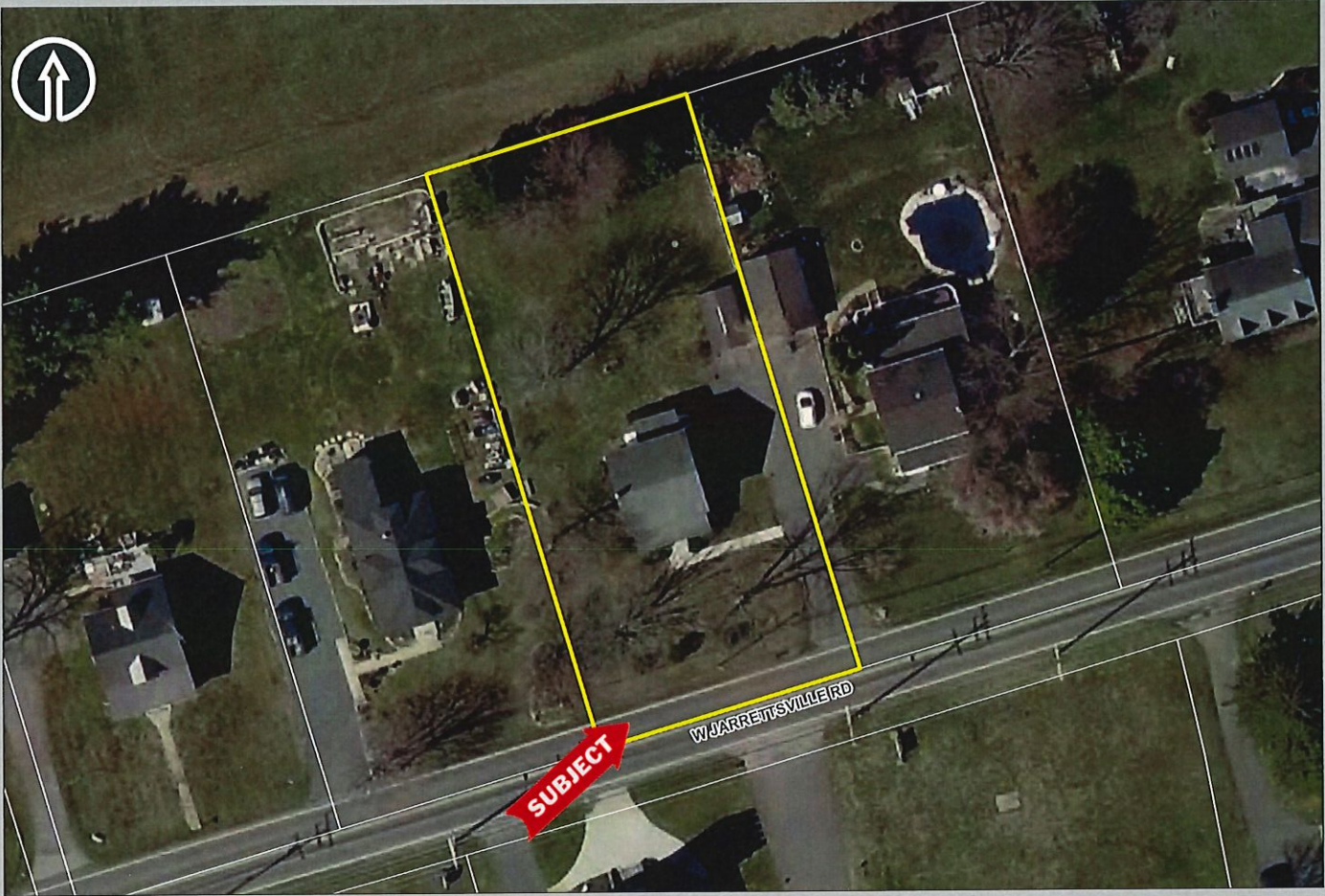
**Patrick S. O'Neill, Inc. – Auctioneer**  
**Springwood Farm**  
**2000 Grafton Shop Road, Forest Hill, MD 21050**  
**[www.patricksonneill.com](http://www.patricksonneill.com) 410-838-3425 [patrickshaneoneill@yahoo.com](mailto:patrickshaneoneill@yahoo.com)**

**Images available on-line at [www.patricksonneill.com](http://www.patricksonneill.com) and [www.oneillauctions.com](http://www.oneillauctions.com)**

ADC Harford County Street Map  
Page 29 Grid E2



This aerial view is an overlay of a tax map. Property boundaries and/or the location of improvements must be verified by survey or title description.



**1732 JARRETTSVILLE ROAD**

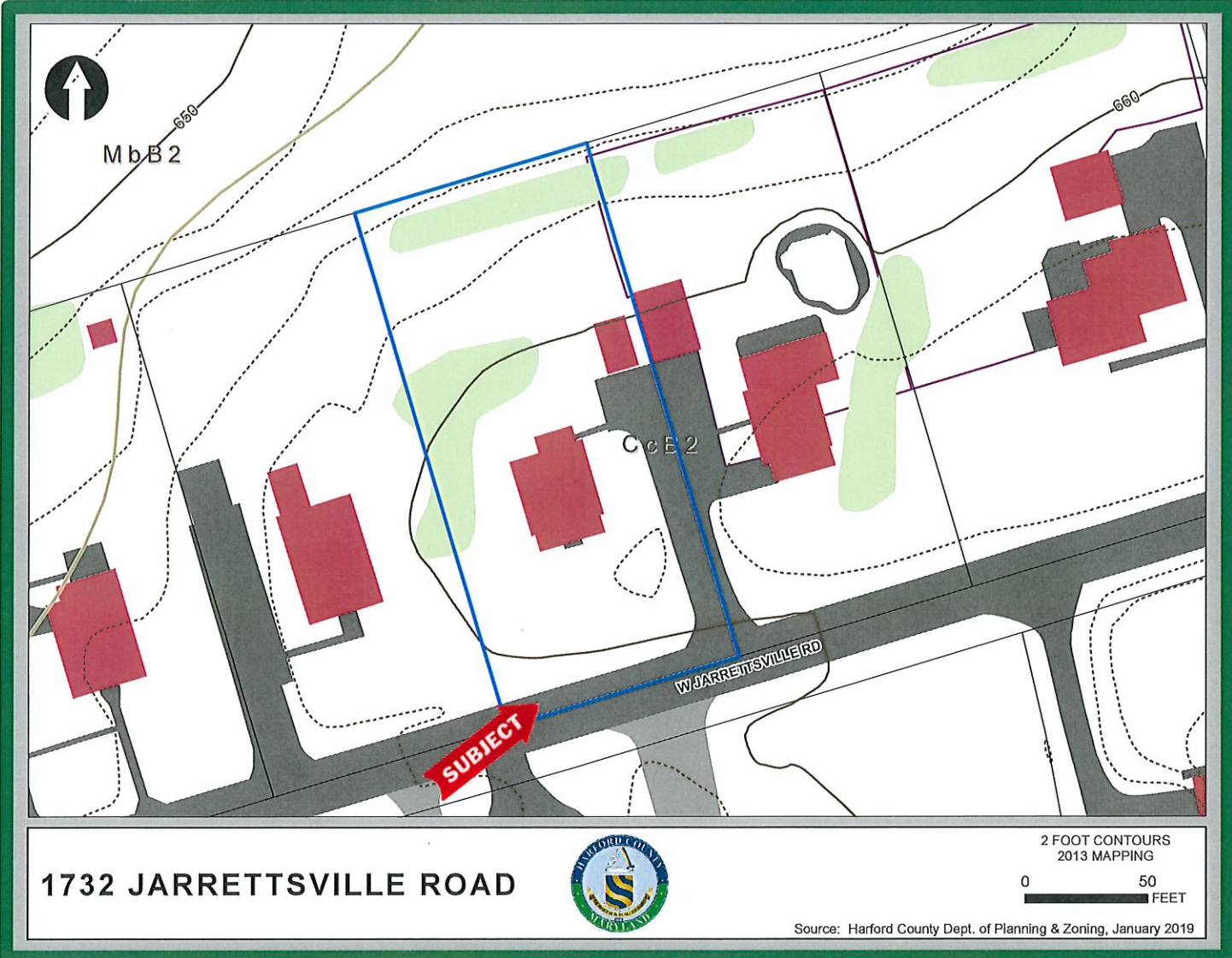


2017 AERIAL PHOTOGRAPHY

0 50 FEET

Source: Harford County Dept. of Planning & Zoning, January 2019

This aerial view is an overlay of a tax map. Property boundaries and/or the location of improvements must be verified by survey or title description.



1732 JARRETTSVILLE ROAD



2 FOOT CONTOURS  
2013 MAPPING  
0 50  
FEET

Source: Harford County Dept. of Planning & Zoning, January 2019

This aerial view is an overlay of a tax map. Property boundaries and/or the location of improvements must be verified by survey or title description.

AG

SUBJECT

VB

W JARRETTSVILLE RD

VR



- AG Agricultural District
- B1 Neighborhood Business District
- B2 Community Business District
- B3 General Business District
- CJ Commercial Industrial District
- LI Light Industrial District
- GI General Industrial District
- R1 Urban Residential District
- R2 Urban Residential District
- R3 Urban Residential District
- R4 Urban Residential District
- RO Residential Office
- MO Mixed Office
- RR Rural Residential
- RR\* Rural Residential
- TOWNS
- VB Village Business
- VR Village Residential

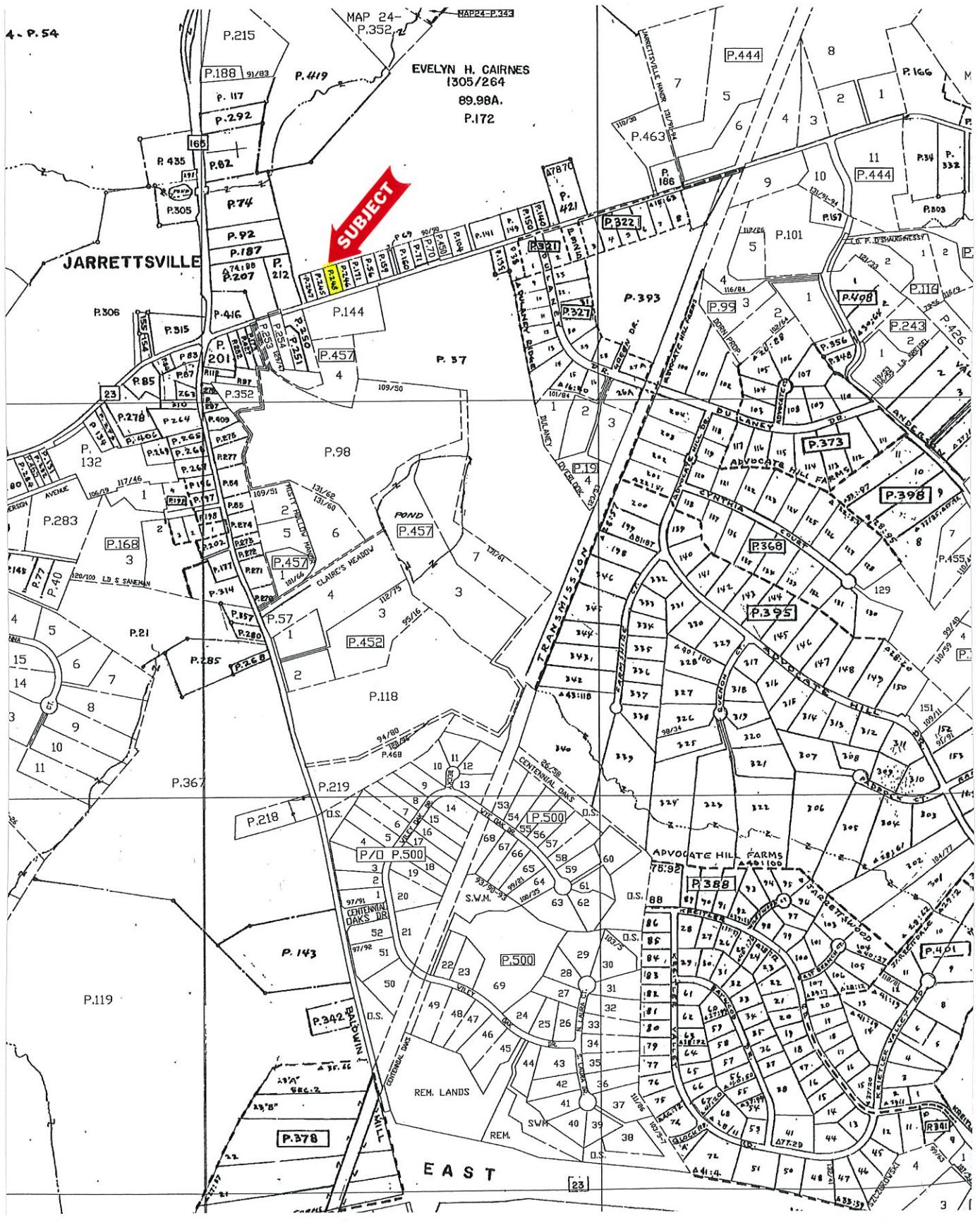
1732 JARRETTSVILLE RD

THIS MAP IS DESIGNED FOR INFORMATIONAL PURPOSES ONLY AND IS NOT INTENDED AS A SUBSTITUTE FOR A SURVEY BY A LICENSED SURVEYOR.





# Harford County Tax Map Map 32 Grid 1B Parcel 248



# HARFORD COUNTY HEALTH DEPARTMENT

119 Hays Street • P.O. Box 191 • Bel Air, Maryland 21014

879-8322, 8322 / 838-1500 Ext. 244, 245

New System

## ON-SITE SEWAGE DISPOSAL

Correction/Repair **\$50.00**

### APPLICATION:

Owner HARRISON ROBERT 1732 JARRETSVILLE RD  
Last Name First Name Address Phone No.

Builder or General Contractor \_\_\_\_\_  
Last Name First Name Address Phone No. 210 84

Septic System Installer JARRETSVILLE EXCAV.  Plumber  Bonded Drainlayer  Owner

**NOTE:** The septic system must be installed by a licensed plumber or bonded drainlayer. If the owner intends to install the septic system he must contact the Health Dept. prior to the installation.

Exact Location of Building Site 1732 JARRETSVILLE RD Tax ID # 4/007832  
Tax Map # 32

Subdivision N/A Lot # \_\_\_\_\_ Parcel # 248

Perc Tests Completed  Yes  No Name Used on Test \_\_\_\_\_ Year of Test \_\_\_\_\_

For Non Sub-division Lots Size of Lot \_\_\_\_\_ ft. x \_\_\_\_\_ ft. acreage \_\_\_\_\_ Existing Septic System  Yes  No Well Drilled  Yes  No

Building Use: 1. Residential No. of Bedrooms \_\_\_\_\_ Year Drilled \_\_\_\_\_

A. Individual  B. Multifamily  C. Mobile Home Driller \_\_\_\_\_

2.  Commercial (Give exact use) \_\_\_\_\_ Well No. \_\_\_\_\_

3.  Other (Give exact use) \_\_\_\_\_

Applicant must attach a lot plan, drawn to scale, showing: well site, dwelling site, waste disposal area and septic system layout, driveway, and any septic systems or wells within 100 feet of property line, unless you are supplying the same with a building permit.

Applicant must return both copies of the application to the Harford County Health Department for issuance of permit.

DATE 4/21/95 APPLICANT SIGNATURE Samuel J. Daugherty Jr.

### PERMIT - Office Use Only

Building Permit Number \_\_\_\_\_

1. Type of System:  Septic Tank and Deep Trenches  Septic Tank and Tile Field  Septic Tank and Seepage Pit  Other \_\_\_\_\_

2. Tank: A. Capacity 1250 Gallons B. Tank Material  Concrete  Metal  Other \_\_\_\_\_

3. Disposal Requirements: Trenches: Length 65' Width 2' Depth 12' Seepage Pits: Number \_\_\_\_\_ Diameter \_\_\_\_\_ Depth \_\_\_\_\_

Distances: Maintain a minimum of \_\_\_\_\_ feet between Disposal Area and any drilled well, shallow well, spring or stream.

Percolation Test: Date 4/21/95 Results 5 min / 10 in<sup>2</sup> / 12" Soil Type \_\_\_\_\_ Wet  Alkytime \_\_\_\_\_  
Time/E.S.S.A./Max Depth

Special Requirements or Conditions: Install 60-65' long trench for greywater

1250 gal. tank that collects greywater  
black water

### Please Note:

1. Install septic system at approved contours of septic area with 2 feet of cover.

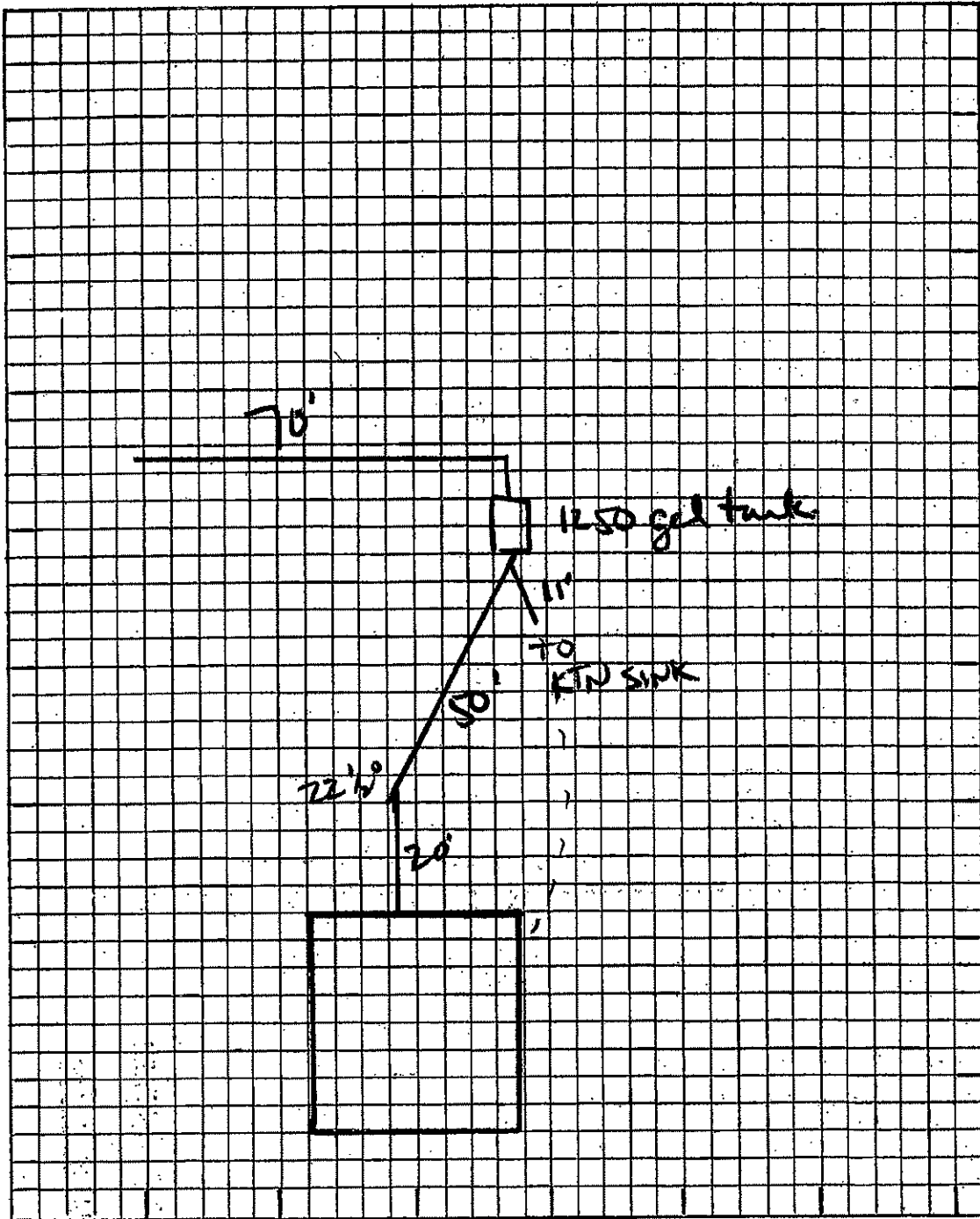
2. No filling or grading permitted in reserve area without prior written approval of Health Department.

Permit Number 9510950050

Date Issued 4/21/95 By DAK

Inspected By cutt Date 4/25/95

Application expires one (1) year from date of issuance. All work must be inspected prior to completion. Call 24 hours prior to completion. Scale drawing on other side. (for use by Inspector only).



Scale: each block - 5' on a side.

ROAD

In accordance with Title VI of The Civil Rights Act of 1964 and Regulation 504 of the Rehabilitation Act of 1973, The Harford County Health Department prohibits discrimination against anyone because of race, color, national origin or because of physical or mental handicap. This prohibition includes the provision of Departmental Services and Benefits, the operation of its facilities and Departmental Employment Practices. This policy applies to all programs conducted by The Harford County Health Department, including all state and/or federal grant programs. Any complaints may be directed to The Compliance Division, Department of Health and Mental Hygiene, 201 West Preston Street, Baltimore, MD. 21201, or The Office of Civil Rights, Washington, D.C. 20201.

### INTERIM PERMIT

This permit is for an interim individual sewage system. The applicant or any future owner must discontinue use of this individual system and connect to the public system when the public system becomes available.



# HARFORD COUNTY HEALTH DEPARTMENT

119 South Hays Street

P.O. Box 191

Bel Air, Maryland 21014-0191

Telephone 879-8322/838-1500

Thomas M. Thomas  
Health Officer

Beverly Stump, M.D., MPH  
Deputy Health Officer

## RESULTS OF SOIL TESTING

FROM: Division of Community Health Protection

File: MISC.NAME: \_\_\_\_\_ Subdivision: \_\_\_\_\_  
 APPLICANT: Robert Harrison Address 1732 Sorellsville Rd, Sorellsville MD Phone 21087  
 OWNER: Sumner Address " " Phone \_\_\_\_\_  
 LOCATION: 1732 Sorellsville Rd Across Kream Church  
 TAX MAP: 32 GRID: \_\_\_\_\_ PARCEL: 248 LIBER: \_\_\_\_\_ FOLIO: \_\_\_\_\_ TAX ID #: \_\_\_\_\_  
 SECTION: \_\_\_\_\_ SIZE: \_\_\_\_\_ ACRES: \_\_\_\_\_ SOILS: \_\_\_\_\_

| HOLE                       | DEPTH | SOIL DESCRIPTION                        | START | END | DROP | TIME      |
|----------------------------|-------|---|-------|-----|------|-----------|
| ①                          | 5'    | 0-5' sand silty clay<br>5-16' saprotite | 222   | 224 | 226  | 2" 2 min. |
| * PERC RESULT SATISFACTORY |       |   |       |     |      |           |
| * has paid for permit      |       |   |       |     |      |           |

REMARKS: Install 065' x 5' x 12' trench with 1250 gals. pump that connects gray water and blackwater

TEST LOC: \_\_\_\_\_ ESAA: \_\_\_\_\_ TRENCH DEPTH: \_\_\_\_\_ WELL LOC: \_\_\_\_\_  
 BACKHOE: Sorellsville PERSONS PRESENT: Mr. Harrison  
 SANITARIAN: D. Peiker TIME: 2:00 DATE: April 21, 1995

**VR – Village Residential District  
of the  
Harford County  
Zoning & Development Regulation**

**Call: 410-638-3103  
For additional information and interpretation**

**§ 267-57. VR Village Residential District.**

- A. Purpose. This district is intended to preserve and enhance the character and function of established rural settlements. This district allows residential uses on small lots as well as certain business uses. The Rural Village Study shall be used as a guide for achieving architectural compatibility.
- B. General regulations.
- (1) Properties re-zoned to VR after the effective date of this Part 1 must meet requirements of §267-13H (Comprehensive Zoning Review) to achieve density of the VR zoning district.
  - (2) Minimum lot area, area per dwelling or family unit, building setback from adjacent residential lot lines, lot width, front, side and rear yard and maximum building height, as displayed in Table 57-1, shall apply, subject to other requirements of this Part 1.
  - (3) Landscaping shall comply with the requirements set forth in §267-29 (Landscaping).
  - (4) Buffer yards shall comply with requirements set forth in §267-30 (Buffer Yards).
  - (5) Signage shall comply with requirements set forth in §267-33 (Signs).
  - (6) Lighting shall be designed and controlled so that any light shall be shaded, shielded or directed so that the light intensity or brightness does not adversely affect the operation of vehicles or reflect onto residential lots or buildings. Lighting shall be consistent with the village character.
  - (7) Redevelopment of existing residential structures. Redevelopment of existing residential structures shall be permitted provided that any physical modification is compatible and in harmony with the village relative to architectural design, scale, building height and the materials used in construction.
  - (8) Development of new buildings. New buildings shall be designed to be compatible and in harmony with the village relative to architectural design, scale, building height and the materials used in construction. Elements to be considered in determining compatibility with neighboring residential communities shall include massing and building materials as well as cornice lines, window lines, roof pitch and entry.
  - (9) The Rural Village Study shall be used as a guide for achieving architectural compatibility as determined by the Director of Planning.
- C. Specific regulations. The following uses are permitted, subject to the additional requirements below:
- (1) Agriculture. All buildings associated with this use, including farmhouses, barns and silos, shall meet the required minimum setbacks for principal uses.

**§ 267-57. VR Village Residential District.**

- A. Purpose. This district is intended to preserve and enhance the character and function of established rural settlements. This district allows residential uses on small lots as well as certain business uses. The Rural Village Study shall be used as a guide for achieving architectural compatibility.
- B. General regulations.
- (1) Properties re-zoned to VR after the effective date of this Part 1 must meet requirements of §267-13H (Comprehensive Zoning Review) to achieve density of the VR zoning district.
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- C. Specific regulations. The following uses are permitted, subject to the additional requirements below:
- (1) Agriculture. All buildings associated with this use, including farmhouses, barns and silos, shall meet the required minimum setbacks for principal uses.

- (2) Residential development, at a density of 3 dwelling units per acre where public sewer service is available.
- (3) Retail trades and service uses, when in buildings existing at the time of enactment of this Part 1, provided that any alteration of the building shall not exceed 25% of the gross floor area of the building and the residential character of the building shall be maintained.
- (4) Rubble landfills are permitted in accordance with §267-90 (Rubble Landfills).



- (2) Residential development, at a density of 3 dwelling units per acre where public sewer service is available.
- (3) Retail trades and service uses, when in buildings existing at the time of enactment of this Part 1, provided that any alteration of the building shall not exceed 25% of the gross floor area of the building and the residential character of the building shall be maintained.
- (4) Rubble landfills are permitted in accordance with §267-90 (Rubble Landfills).

**Table 57-1 Design Requirements for Specific Uses - VR Village Residential District**

| USE CLASSIFICATION                           | Minimum Lot Area<br>(sq. ft.) | Maximum Lot Area<br>(acres) | Maximum Average Lot Area<br>(acres) | Minimum Lot Area Per Dwelling or Family Unit<br>(sq. ft.) | Minimum Bldg. or Use Setback from Adjacent Residential Lot<br>(feet) | Minimum Lot Width at Building Line<br>(feet) | Minimum Front Yard Depth<br>(feet) | Minimum Side Yard Width<br>(each)<br>(feet) | Minimum Rear Yard Depth<br>(feet) | Maximum Building Height<br>(stories) |
|--|-------------------------------|-----------------------------|-------------------------------------|---|--|--|------------------------------------|---|-----------------------------------|--------------------------------------|
| Institutional                                | 20,000                        |                             |                                     |   |  | 70   | 35                                 | 20  | 40                                | 3                                    |
| Natural Resources                            | 2 acres                       |                             |                                     |   | 50 (bldg.)   |  |                                    |   |                                   | 3                                    |
| <b>RESIDENTIAL: CONVENTIONAL</b>             |                               |                             |                                     |   |  |  |                                    |   |                                   |                                      |
| Single Family Detached                       | 10,000                        |                             |                                     |   |  | 70   | 25                                 | 6<br>(total of 20)                          | 22                                | 3                                    |
| Lot Line                                     | 7,500                         |                             |                                     |   |  | 60   | 25                                 | 0 to 5<br>(total of 20)                     | 22                                | 3                                    |
| Semi-detached                                | 7,200                         |                             |                                     |   |  | 60   | 25                                 | 0 to 15                                     | 22                                | 3                                    |
| Duplex                                       | 10,000                        |                             |                                     | 5,000   |  | 70   | 25                                 | 6<br>(total of 20)                          | 22                                | 3                                    |
| Transient Housing                            | 15,000                        |                             |                                     | 3,000   |  | 100  | 30                                 | 10  | 30                                | 3                                    |
| Retail Trade / Services                      | 10,000                        |                             |                                     |   |  | 70   | 25                                 | 10  | 40                                | 3                                    |
| Transportation, Communications and Utilities | 5 acres                       |                             |                                     |   | 200  | 200  | 100                                | 80  | 80                                | 3                                    |
| Public Utility Facilities                    |                               |                             |                                     |   | 25   |  | 25                                 | 25  | 25                                | 3                                    |
| Sewage Pumping Stations                      |                               |                             |                                     |   | 200  |  | 25                                 | 25  | 25                                | 3                                    |
| Rubble Landfills                             | 100 acres                     |                             |                                     |   |  |  |                                    |   |                                   | See §267-90                          |

Table 57-1 Design Requirements for Specific Uses - VR Village Residential District

**NOTE:** General requirements shall apply to all permitted uses in the classification. Some uses may have additional requirements specifically cited in Article IX Special Exceptions.

Table 57-1 Design Requirements for Specific Uses - VR Village Residential District

| USE CLASSIFICATION                           | Minimum Lot Area<br>(sq. ft.) | Maximum Lot Area<br>(acres) | Maximum Average Lot Area<br>(acres) | Minimum Lot Area Per Dwelling or Family Unit<br>(sq. ft.) | Minimum Bldg. or Use Setback from Adjacent Residential Lot<br>(feet) | Minimum Lot Width at Building Line<br>(feet) | Minimum Front Yard Depth<br>(feet) | Minimum Side Yard Width<br>(each)<br>(feet) | Minimum Rear Yard Depth<br>(feet) | Maximum Building Height<br>(stories) |
|--|-------------------------------|-----------------------------|-------------------------------------|---|--|--|------------------------------------|---|-----------------------------------|--------------------------------------|
| Institutional                                | 20,000                        |                             |                                     |   |  | 70   | 35                                 | 20  | 40                                | 3                                    |
| Natural Resources                            | 2 acres                       |                             |                                     |   | 50 (bldg.)   |  |                                    |   |                                   | 3                                    |
| <b>RESIDENTIAL: CONVENTIONAL</b>             |                               |                             |                                     |   |  |  |                                    |   |                                   |                                      |
| Single Family Detached                       | 10,000                        |                             |                                     |   |  | 70   | 25                                 | 6<br>(total of 20)                          | 22                                | 3                                    |
| Lot Line                                     | 7,500                         |                             |                                     |   |  | 60   | 25                                 | 0 to 6<br>(total of 20)                     | 22                                | 3                                    |
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| Duplex                                       | 10,000                        |                             |                                     | 5,000   |  | 70   | 25                                 | 6<br>(total of 20)                          | 22                                | 3                                    |
| Transient Housing                            | 15,000                        |                             |                                     | 3,000   |  | 100  | 30                                 | 10  | 30                                | 3                                    |
| Retail Trade / Services                      | 10,000                        |                             |                                     |   |  | 70   | 25                                 | 10  | 40                                | 3                                    |
| Transportation, Communications and Utilities | 5 acres                       |                             |                                     |   | 200  | 200  | 100                                | 80  | 80                                | 3                                    |
| Public Utility Facilities                    |                               |                             |                                     |   | 25   |  | 25                                 | 25  | 25                                | 3                                    |
| Sewage Pumping Stations                      |                               |                             |                                     |   | 200  |  | 25                                 | 25  | 25                                | 3                                    |
| Rubble Landfills                             | 100 acres                     |                             |                                     |   |  |  |                                    |   |                                   | See §267-90                          |

Table 57-1 Design Requirements for Specific Uses - VR Village Residential District

**NOTE:** General requirements shall apply to all permitted uses in the classification. Some uses may have additional requirements specifically cited in Article IX Special Exceptions.

## **Purchase and Sale Contract**

**(Auctioneer reserves the option to modify contract prior to sale date)**

**Patrick S. O'Neill, Inc.**

Auctioneer \* Appraiser

***PURCHASE AND SALE AGREEMENT - PUBLIC AUCTION***

THIS AGREEMENT OF SALE, made this 15th day of February 2019 is by and between

William Barry Brown, Todd Chester Brown, James Clinton Waller, Thomas Michael Basham and Rita Virginia Sparks, SELLER and

\_\_\_\_\_, BUYER.

Witness that the said SELLER does hereby bargain and sell unto the said BUYER and the latter does hereby purchase from the former at Public Auction. In accordance with the terms and conditions as set out in this agreement, the Property is being sold in fee simple, which deed reference is recorded among the land records of Harford County Maryland in Liber 10230 Folio 239.

THE PROPERTY: Being all that Lot or Parcel of land containing 0.46 of an acre more or less, in fee simple, with improvements thereon known as 1732 Jarrettsville Road Jarrettsville MD 21084.

SALE PRICE: THIS SALE IS CONSUMMATED at and for the price of:

\_\_\_\_\_ and 00/100 DOLLARS (\$ \_\_\_\_\_).

CONTRACT DEPOSIT: Five THOUSAND and 00/100 DOLLARS (\$ 5,000.00) have been paid prior to the signing hereof. The balance of the purchase price is to be paid at settlement in cash or guaranteed funds. It is understood, acknowledged and agreed that the Contract Deposit paid hereunder shall be credited to the purchase price at Settlement.

INCLUDED IN THE PURCHASE: window treatments, appliances, fixtures; any remaining personal property at time of settlement

SETTLEMENT: Settlement shall take place on or before 2 April 2019.

Sellers Initials: \_\_\_\_\_

Buyers Initials: \_\_\_\_\_

# **Patrick S. O'Neill, Inc.**

**Auctioneer \* Appraiser**

## ***PURCHASE AND SALE AGREEMENT***

*page 2*

DEFAULT: Time being of the essence, any default in final settlement shall cause the forfeiture of the within Contract Deposit. If BUYER shall default in the performance of the Contract of Sale, the property shall be resold at Public Auction and all losses of any nature sustained by the SELLER shall be paid by the BUYER, including but not limited to advertisement, auctioneer's fees, expenses for readying the property for sale and if the property shall be sold for a lesser sum than contained in the herein Contract, then the BUYER in default shall be responsible for payment to SELLER of such deficit resulting from the resale. In any event of default, upon payment as provided by law, this contract shall be declared null and void and of no further effect upon the parties.

INSPECTIONS NOTIFICATION: A wood destroying insect report, water quality analysis and septic system inspection have been conducted and a copy of the reports are attached to this AGREEMENT OF SALE. Both BUYER and SELLER agree that any inspections that have been performed prior to this date are merely for the purpose of information regarding the condition of the dwelling; and there are no warranties or guarantees, expressed or implied, with regard to the inspections or the condition of the dwelling. The BUYER is hereby notified that additional inspections, as a requirement of the BUYER'S lender or for any other purpose, will be the responsibility of the BUYER, at the BUYER'S risk and expense.

PROPERTY CONDITION: The property is purchased "AS IS" and there are no guarantees or warranties expressed or implied as to the condition of the improvements, fixtures, utilities service, and/or metropolitan services, where applicable, included in the purchase.

POSSESSION: Seller agrees to give possession and occupancy at time of Settlement with the Property left in substantially the same condition as of the date of signing. The Buyer shall have the right, within 24 hours prior to settlement to inspect the property.

ADJUSTMENTS: Taxes, Public Charges and Assessments, Ground Rents and Water Rents, if any, to be adjusted to the date of Settlement. All other taxes and assessments, payable on an annual basis, including Sanitary and/or Metropolitan District Charges, where applicable, to be adjusted for the current year to date of Settlement and assumed thereafter by the BUYER. The cost of all documentary stamps and transfer taxes if any, are to be paid by the BUYER. All other costs incidental to Settlement to be paid by the BUYER with the exception of the Auctioneer's commission and expenses of sale.

**Sellers Initials:** \_\_\_\_\_

**Buyers Initials:** \_\_\_\_\_

# **Patrick S. O'Neill, Inc.**

**Auctioneer \* Appraiser**

## ***PURCHASE AND SALE AGREEMENT***

*page 3*

**TITLE:** Upon receipt of the balance of the unpaid purchase money, the SELLER agrees to execute, at the BUYER'S expense, a deed which shall convey the property by a good and merchantable title to the Buyer, free of liens and encumbrances, except as specified herein, but subject, however, to all applicable restrictions, laws, ordinances, regulations, charges, taxes, and assessments, if any. In the event that SELLER is unable to give good and merchantable title, SELLER, at SELLER'S expense shall have the option of curing any defect as to enable SELLER to give good and merchantable title. In the event SELLER elects to cure any defects in title, this Contract shall continue to remain in full force and effect and the date of settlement shall be extended for a period not to exceed sixty (60) additional days. In the event SELLER is unable to cure such title defects within a sixty (60) day period, BUYER shall have the option of taking such title as SELLER can give, or being reimbursed in full, without interest, all monies paid by BUYER to SELLER. In the latter event, there shall be no further liability or obligation on either of the parties hereto and this Contract shall become null and void and of no further effect and all deposits paid hereunder shall be returned immediately to BUYER.

**HAZARDOUS MATERIAL:** It is understood and agreed that the SELLER has no knowledge of any Hazardous Material at, upon, under or within the premises, or to the best of its knowledge, within any contiguous real estate.

**AGENCY:** The SELLER recognizes PATRICK S. O'NEILL, INC. as their agent negotiating this Contract and agrees to pay said Auctioneer a fee for services in the amount as set forth in a statement of Auctioneer's Fees and Commissions which has been provided to the SELLER by the Auctioneer. The SELLER further authorizes party making settlement to deduct the fee from the proceeds of sale and pay same to the Auctioneer at time of Settlement.

**DISPOSITION OF DEPOSIT:** BUYER and SELLER acknowledge notice that the deposit monies submitted herewith shall be held in a non-interest bearing escrow account by PATRICK S. O'NEILL, INC. pending settlement.

**HOMEOWNER'S ASSOCIATION:** Notice is hereby given that there is no mandatory homeowner's association to which the property is subject.

**GENDER:** It is understood and agreed that with respect to the herein contract of sale that the use of the singular shall include the plural and the masculine gender shall include the feminine where applicable.

**Sellers Initials:** \_\_\_\_\_

**Buyers Initials:** \_\_\_\_\_

**Patrick S. O'Neill, Inc.**

Auctioneer \* Appraiser

***PURCHASE AND SALE AGREEMENT***

*page 4*

MERGER: This Contract shall merge with the Deed transferring the Property and all terms and obligations set forth in this Contract shall be extinguished at settlement.

ENTIRE AGREEMENT: This contract contains the final and entire agreement between the parties hereto, and is binding upon them, their heirs, personal representatives, assigns and successors for the faithful performance hereof.

NOTICE: BUYER and SELLER acknowledge notice that this is a legally binding agreement and competent advice should be obtained if this is not understood.

NOW WITNESS, in duplicate, the hands and seals of the parties hereto, the day and year first written above.

WITNESS

\_\_\_\_\_  
SELLER – Rita Virginia Sparks, POA (seal)

\_\_\_\_\_  
BUYER (seal)

\_\_\_\_\_  
BUYER (seal)

BUYER'S MAILING ADDRESS, PHONE, EMAIL

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





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

1732 Jarrettsville Rd

Property Address: Jarrettsville, MD 21084-1524

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

FEDERAL LEAD WARNING STATEMENT: A buyer/tenant of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may contain lead-based paint and that exposure to lead from lead-based paint, paint chips or lead paint dust may place young children at risk of developing lead poisoning if not managed properly.

Seller's/Landlord's Disclosure

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

Buyer's/Tenant's Acknowledgment (initial)

- (c) \_\_\_\_\_ / \_\_\_\_\_ Buyer/Tenant has received copies of all information listed in section (b)(i) above, if any.
(d) \_\_\_\_\_ / \_\_\_\_\_ Buyer/Tenant has received the pamphlet Protect Your Family from Lead In Your Home.
(e) Buyer has (initial (i) or (ii) below):
(i) \_\_\_\_\_ / \_\_\_\_\_ received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or
(ii) \_\_\_\_\_ / \_\_\_\_\_ waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

Agent's Acknowledgment (initial)

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

Certification of Accuracy

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

Table with 4 columns: Seller/Landlord, Date, Buyer/Tenant, Date. Includes signatures and dates for Rita V. Sparks and Aimee C. O'Neill.



MARYLAND LEAD POISONING PREVENTION PROGRAM DISCLOSURE

1732 Jarrettsville Rd

Property Address: Jarrettsville, MD 21084-1524

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

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

AND

The Property \_\_\_\_\_ / \_\_\_\_\_ is or \_\_\_\_\_ / \_\_\_\_\_ is not registered in the Maryland Program (Seller to initial applicable line).

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

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

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

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

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

Seller Date
Rita V. Sparks

Buyer Date

Seller Date
Rita V. Sparks, POA for all (See Addendum No. 1)

Buyer Date

Seller's Agent Date
Aimee C. O'Neill 1/4/19

Buyer's Agent Date



10/17



MARYLAND RESIDENTIAL PROPERTY DISCLOSURE AND DISCLAIMER STATEMENT

Property Address: 1732 Jarrettsville Rd, Jarrettsville, MD 21084-1524

Legal Description: Deed - Liber 10230, Folio 239

NOTICE TO SELLER AND PURCHASER

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

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

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

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

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

MARYLAND RESIDENTIAL PROPERTY DISCLOSURE STATEMENT

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

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

How long have you owned the property? \_\_\_\_\_

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

Water Supply [ ] Public [ ] Well [ ] Other \_\_\_\_\_
Sewage Disposal [ ] Public [ ] Septic System approved for \_\_\_\_\_ (# of bedrooms) Other Type \_\_\_\_\_
Garbage Disposal [ ] Yes [ ] No
Dishwasher [ ] Yes [ ] No
Heating [ ] Oil [ ] Natural Gas [ ] Electric [ ] Heat Pump Age \_\_\_\_\_ [ ] Other \_\_\_\_\_
Air Conditioning [ ] Oil [ ] Natural Gas [ ] Electric [ ] Heat Pump Age \_\_\_\_\_ [ ] Other \_\_\_\_\_
Hot Water [ ] Oil [ ] Natural Gas [ ] Electric Capacity \_\_\_\_\_ Age \_\_\_\_\_ [ ] Other \_\_\_\_\_

**Please indicate your actual knowledge with respect to the following:**

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

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

Comments: \_\_\_\_\_  
Any treatments or repairs?  Yes  No  Unknown  
Any warranties?  Yes  No  Unknown

Comments: \_\_\_\_\_

14. Are there any hazardous or regulated materials (including, but not limited to, licensed landfills, asbestos, radon gas, lead-based paint, underground storage tanks, or other contamination) on the property?  Yes  No  Unknown

If yes, specify below  
Comments: \_\_\_\_\_

15. If the property relies on the combustion of a fossil fuel for heat, ventilation, hot water, or clothes dryer operation, is a carbon monoxide alarm installed in the property?  
 Yes  No  Unknown

Comments: \_\_\_\_\_

16. Are there any zoning violations, nonconforming uses, violation of building restrictions or setback requirements or any recorded or unrecorded easement, except for utilities, on or affecting the property?  Yes  No  Unknown

If yes, specify below  
Comments: \_\_\_\_\_

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

Comments: \_\_\_\_\_

17. Is the property located in a flood zone, conservation area, wetland area, Chesapeake Bay critical area or Designated Historic District?  Yes  No  Unknown If yes, specify below

Comments: \_\_\_\_\_

18. Is the property subject to any restriction imposed by a Home Owners Association or any other type of community association?  
 Yes  No  Unknown If yes, specify below

Comments: \_\_\_\_\_

19. Are there any other material defects, including latent defects, affecting the physical condition of the property?  
 Yes  No  Unknown

Comments: \_\_\_\_\_

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

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

Seller(s) Rita V. Sparks Date \_\_\_\_\_

Seller(s) Rita V. Sparks, POA for all (See Addendum No. 1) Date \_\_\_\_\_

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

Purchaser \_\_\_\_\_ Date \_\_\_\_\_

Purchaser \_\_\_\_\_ Date \_\_\_\_\_

**MARYLAND RESIDENTIAL PROPERTY DISCLAIMER STATEMENT**

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

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

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

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

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

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Seller \_\_\_\_\_ Date \_\_\_\_\_  
**Rita V. Sparks**

Seller \_\_\_\_\_ Date \_\_\_\_\_  
**Rita V. Sparks, POA for all (See Addendum No. 1)**

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

Purchaser \_\_\_\_\_ Date \_\_\_\_\_

Purchaser \_\_\_\_\_ Date \_\_\_\_\_