

2323 Michael Road, Myersville, Maryland 21773



Brokerage Information: **RE/MAX Results,** 5202 Presidents Ct #310, Frederick, MD 21703
Broker of Record: Sandy Olson, License# 527089
Sales Associate: Bobbi Prescott, License# 603372, MLS# 128509

Disclosure Package:

- Frederick County Property Report
- Plat
- Aerial lot lines from public records
- SDAT Record
- Current Tax Bill
- Well & Septic Records
- Covenants
- Right of Way Agreement- Driveway
- Inclusion & Exclusions Addenda
- Homeowners Insurance Disclosure
- Maryland Residential Property Disclosure and Disclaimer Statement
- Frederick County Notices and Disclosures
- General Addendum - Appraisal
- Notice to Buyer & Seller of Buyer's Rights & Seller's Obligations
- MLS Errors Disclosure Statement
- Consent for Dual Agency
- Notification of Dual Agency Within a Team
- Affiliated Business Disclosure

PLEASE LEAVE THIS COPY AT THE PROPERTY

- these documents are available online, in the MLS -

Frederick County, Maryland

Property Report:

2323 MICHAEL RD
MYERSVILLE MD 21773

** This data may not include the City of Frederick or other independent municipalities within Frederick County*



General Information

Municipality: None
Tax Account: 1116359017
Tax Map/Parcel: 0045/0134
Plat: [0033/0085](#)
Census Tract: 752802
Zoning * : [Click here to view your zoning atlas page.](#)
Comprehensive Land Use* : [Click here to view your comprehensive land use atlas page.](#)

Voting Districts

Precinct: [16-001](#)
Legislative District: [04](#)
Congressional District: [6](#)
Council District: [5](#)

Services Information

Recycle Day: [Red Wednesday](#)
Water Service: No
Sewer Service: No
Broadband: [National Broadband Map](#)

School Districts

High: Middletown High
Middle: Middletown Middle
Elementary/Primary: Myersville Elementary

Public Safety Information

Police District: [Frederick County Sheriffs Office](#)
Fire Station Number: 8
Fire Station: Myersville Volunteer Fire Company
Registered Sex Offenders Within 1/4 Mile: 0
Reported Crimes Within 1/4 Mile (2017) * : 6
Hospital: [Frederick Health Hospital](#)

Closest Points of Interest

Library: [Middletown](#)
Park: South Mountain State Park
Farmer's Market: [Myersville Farmer's Market](#)
Golf Course: Musket Ridge
TransIT Service Within 1/4 Mile: No

Historic Properties in the Area

[Please visit the Maryland Inventory of Historic Properties to view further information on each site.](#)

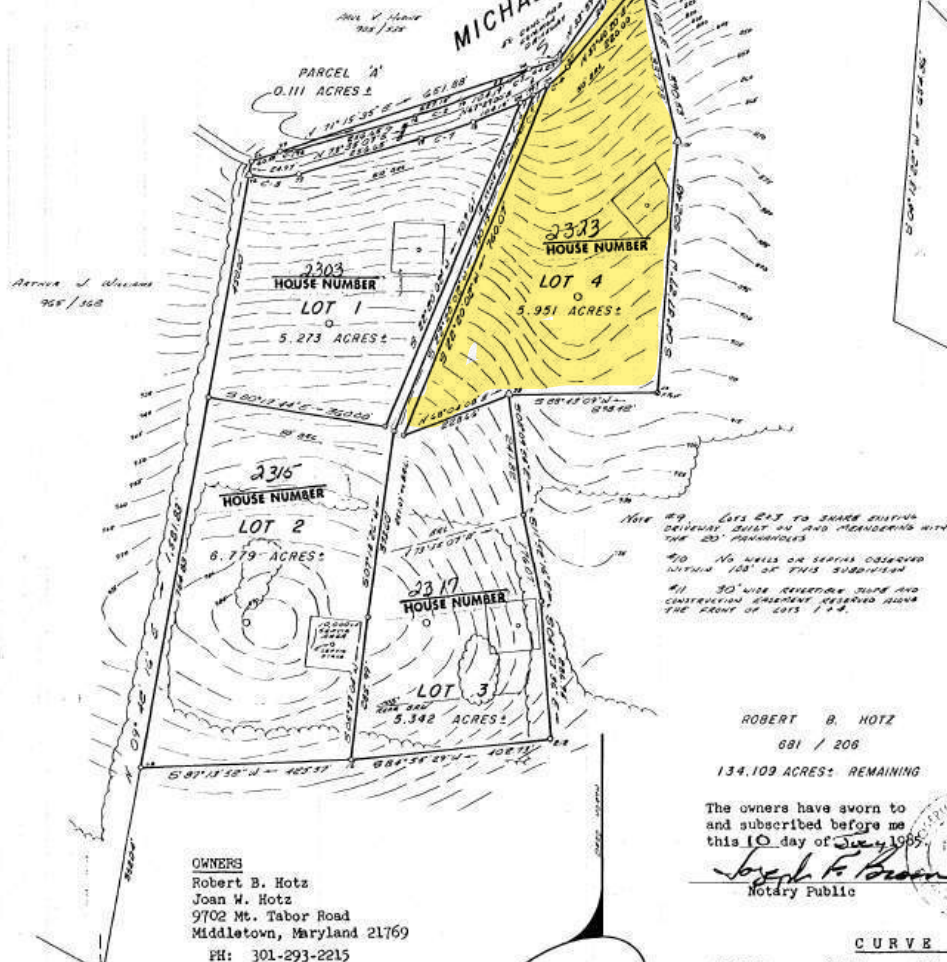
F-4-099 / Routzahn-Summers Farmstead

F-4-125 / Frostown Road

F-4-017C / Turner's Gap (South Mountain Battlefield)

This report was dynamically assembled from various layers of geographical information, some of which is not maintained by Frederick County GIS. This report may or may not accurately represent the source address completely and correctly. Any reliance on this data is at the sole risk of the user.

House Area 6.443
Lot 3 5.542
- Remains 0.342
House Area 5.000



SURVEY and PLAT by:
J. F. BROWN & ASSOC., INC.
109 MAIN STREET
MYERSVILLE, MARYLAND 21773
TELEPHONE 301-293-2014

6/25/86 *Marka J. Schaefer MD*
DATE APPROVING AUTHORITY

APPROVED
FREDERICK COUNTY
PLANNING COMMISSION
Ch. D. D. 18

- NOTES
1. The Frederick County Health Dept. reserves the right to require that water wells be drilled and a Well Completion Certificate be submitted by the driller which notes a water yield ample for domestic purposes, prior to Health Dept. approval of building and sewerage permits.
 2. No buildings, easements, rights-of-way, wells or other permanent or physical objects (man-made structures) are allowed in the septic area.
 3. There must be gravity flow of sewer from the house location to the entire septic area.
 4. A six-foot drainage and utility easement is reserved along all lot lines.
 5. The cutting of trees will be under the standards of and with approval of State Dept. of Forests and Parks and the Soil Conservation Service.
 6. A private driveway will not be over twenty feet wide and shall not include earthen cut or fills over two feet.
 7. New subdivision streets will not be permitted to be established in the Conservation District.

- SYMBOLS
- Well
 - Septic Area
 - △ Concrete Monument
 - △ Planted Stone
 - Steel Bar & Survey Cap No. 8644

MINIMUM BUILDING RESTRICTION LINES
FRONT 50' to Rt. Street
REAR 10' to Rt. Street
SIDE 5' to Rt. Street

DATE REVISIONS
8/6/86 Check Survey Plat



COMBINED PRELIMINARY/FINAL AND PLAT OF PUBLIC TAKING
SECTION I - LOTS 1,2,3,4

Squirrel Wood

SITUATED ON MICHAEL ROAD
JACKSON ELECTION DISTRICT NO. 16
FREDERICK COUNTY, MARYLAND

13	3,351.281	4,786.522
14	3,351.120	4,786.717
15	3,306.220	4,786.471
16	3,627.540	4,755.161
17	3,799.840	4,718.942
18	3,877.711	4,683.637
19	3,877.857	4,660.701
20	4,037.208	4,624.598
21	4,045.879	4,582.944
22	4,707.291	4,718.018
23	4,845.925	5,500.463
24	4,899.225	5,475.285
25	5,142.060	5,495.466
26	5,285.662	5,953.400
27	4,522.209	4,243.520
28	4,474.247	4,257.649
29	4,299.736	4,189.710
30	4,246.174	4,503.839
31	4,283.638	4,608.139
32	4,629.826	4,688.991
33	4,636.725	4,688.235
34	4,623.537	4,704.384
35	4,699.292	4,803.388
36	5,114.136	5,493.490
37	4,473.250	4,156.493
38	4,217.294	4,217.993
39	4,666.656	4,717.197
40	4,636.783	4,731.446
41	4,636.783	4,731.446
42	4,873.426	4,837.839
43	4,924.499	4,924.455
44	3,341.044	4,779.621

SURVEYOR'S CERTIFICATION

I hereby certify that the Final Plat shown hereon is correct to the best of my professional knowledge and belief; that it is a subdivision of part of the lands conveyed by Josie S. Keller, Frank M. Keller, Charles M. Keller and Mary A. Keller, his wife, Naomi K. Harshman and Carroll L. Harshman, her husband, unto Robert Bergman Hotz and Joan Willison Hotz, his wife, by deed dated February 25, 1963 and recorded in Liber 681, Folio 206, one of the Land Records of Frederick County; and that the requirements of the Annotated Code of Maryland, Real Property Book, Title 3, Subtitle 1, Section 3-108, 1974 Edition, and the requirements of the Frederick County Code, Section 1-16-108, 1979 Edition, and as enacted or amended so far as it may concern the making of this plat and the setting of monuments and markers have been complied with.

DATE 11/1/1985 *Joseph F. Brown*
Joseph F. Brown, M.L. Prof. Land Surveyor No. 8644

OWNERS' CERTIFICATION AND DEDICATION

We, Robert Bergman Hotz and Joan Willison Hotz, owners of the property shown and described hereon, consent to and adopt this plan of subdivision, and in consideration of the approval of this Final Plat by the Planning Commission, establish the minimum building restriction lines, and dedicate the streets, walkways and other easements, to public use, unless otherwise noted on this plat.

We certify that the requirements of the Annotated Code of Maryland, Real Property Book, Title 3, Subtitle 1, Section 3-108, 1974 Edition, and the requirements of the Frederick County Code, Section 1-16-108, 1979 Edition, and as enacted or amended so far as it may concern the making of this plat and the setting of monuments and markers have been complied with; and that there are no suits, actions of law, leases, liens, mortgages, trusts, easements, or rights-of-way affecting the property included in this plan of subdivision.

Robert Bergman Hotz
Robert Bergman Hotz
Joan Willison Hotz
Joan Willison Hotz

NOTE: Parcel 'A' is a Lot of Record because of Public Taking.

TO THE CLERK OF THE COURT

This plat complies with Section 1-16-5 of the Frederick County Code, 1979 Edition.

LOT AREA	23.345 ACRES ±
PUBLIC TAKING - PARCEL 'A'	0.111 "
30' COUNTY R/W	0.920 "
TOTAL	24.376 "
TOTAL NUMBER OF LOTS ON THIS PLAT	4

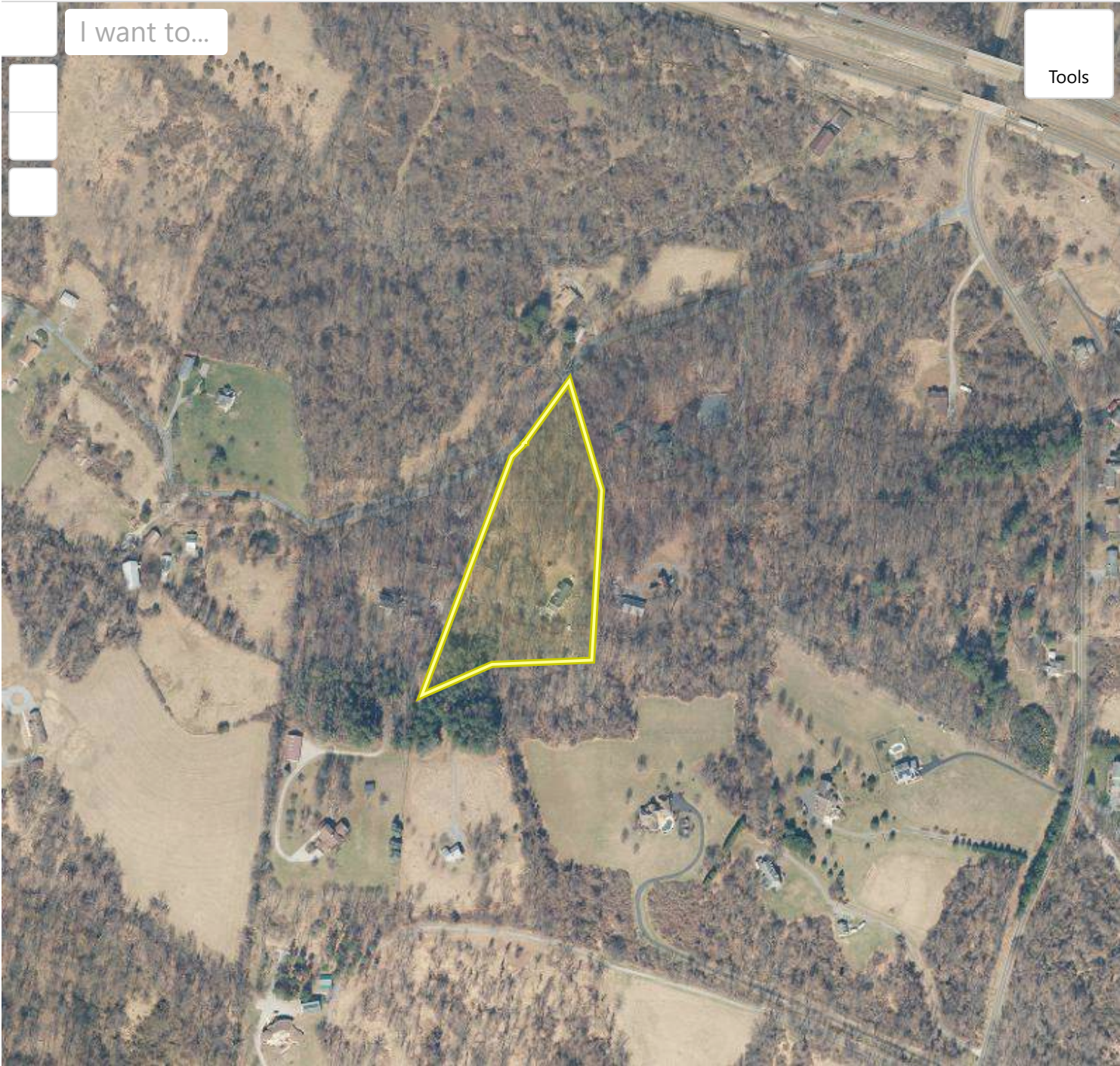


Frederick County,
Maryland

Search...

I want to...

Tools




Street/A...

0200400ft

Real Property Data Search ()
Search Result for FREDERICK COUNTY

View Map

No Ground Rent Redemption on File

No Ground Rent Registration on File

Special Tax Recapture: None

Account Number:District - 16 Account Identifier - 359017

Owner Information

Owner Name:HARRIGAN JOHN M & HARRIGAN JULIA W

Mailing Address:2323 MICHAEL RD
MYERSVILLE MD 21773-8019

Use: RESIDENTIAL

Principal Residence: YES

Deed Reference: /08584/ 00080

Location & Structure Information

Premises Address:2323 MICHAEL RD
MYERSVILLE 21773-8019

Legal Description:LOT 4 SECT. 1
5.951 ACRES
SQUIRREL WOOD

Map:	Grid:	Parcel:	Neighborhood:	Subdivision:	Section:	Block:	Lot:	Assessment Year:	Plat No:	33 85
045C	20	0134	16010001.11	0000	1		4	2024	Plat Ref:	

Town: None

Primary Structure Built	Above Grade Living Area	Finished Basement Area	Property Land Area	County Use
1997	1,746 SF		5.9500 AC	

Stories	Basement	Type	Exterior	Quality	Full/Half Bath	Garage	Last Notice of Major Improvements
1	YES	STANDARD UNIT	BRICK/	4	2 full	1 Attached	

Value Information

	Base Value	Value	Phase-in Assessments	
		As of	As of	As of
		01/01/2024	07/01/2024	07/01/2025
Land:	113,300	131,300		
Improvements	277,200	332,800		
Total:	390,500	464,100	415,033	439,567
Preferential Land:	0	0		

Transfer Information

Seller: DALY SHERMAN M	Date: 11/02/2011	Price: \$274,500
Type: NON-ARMS LENGTH OTHER	Deed1: /08584/ 00080	Deed2:

Seller: DALY, SHERMAN M. & COUGHLAN, ANN	Date: 03/13/1996	Price: \$20,000
Type: NON-ARMS LENGTH OTHER	Deed1: /02168/ 00854	Deed2:

Seller: PATTON, PATRICK L. & TERRI SUE	Date: 06/07/1989	Price: \$63,000
Type: ARMS LENGTH IMPROVED	Deed1: /01567/ 00713	Deed2:

Exemption Information

Partial Exempt Assessments:	Class	07/01/2024	07/01/2025
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: Approved 04/03/2012

Homeowners' Tax Credit Application Information

Homeowners' Tax Credit Application Status: No Application

Date:

Give Feedback

Treasurer of Frederick County
PO Box 4310
Frederick, MD 21705-4310
Office Hours: Mon-Fri, 8 am - 4 pm
Phone: (301) 600-1111



FREDERICK COUNTY MD

REAL ESTATE TAXES AND FEES
www.frederickcountymd.gov/treasury

Levy Period	Parcel ID	Year	Bill Type	Occupancy	Bill No.	Bill Date
07/01/2024 - 06/30/2025	16-359017	2025	FY	PRINCIPAL RESIDENCE	2575873	07/01/2024

HARRIGAN JOHN M &
HARRIGAN JULIA W
2323 MICHAEL RD
MYERSVILLE, MD 21773-8019

Property Location
2323 MICHAEL RD

Property Description
LOT 4 SECT. 1
5.951 ACRES
SQUIRREL WOOD

Liber 8584 Folio 80

Charges	Assessment/Units	Rate	Amount
STATE TAXES	415,033	.112000	464.84
COUNTY TAXES	415,033	1.110000	4,606.87
SYSTEM BENEFIT CHG	1	88.000	88.00
STORM WATER FEE			0.01
BAY RESTORATION FEE		60.000	60.00
HMSTD COUNTY TAX CR	-5,008	1.110000	-55.59
TOTAL			5,164.13
TOTAL DUE			5,164.13

County Current Real Property Tax Rate	Preceding County Real Property Tax Rate	Difference
1.11	1.06	.0500

*If you have a mortgage, please
verify payment of your taxes with
your present mortgage company.*

PLEASE SEE THE PAYMENT SCHEDULE BELOW FOR AMOUNT DUE.

FREDERICK
COUNTY
MARYLAND

Parcel ID	Year	Bill Type	Bill No.
16-359017	2025	FY	2575873

Return this coupon with your
payment

2nd Semiannual Payment Schedule		
If paid in:	Disc/Int	Amount Due
DEC	75.24	2,583.30
JAN	100.33	2,608.39
FEB	125.40	2,633.46

☐ Check here if your address changed
& enter changes on the reverse side

HARRIGAN JOHN M &
HARRIGAN JULIA W
2323 MICHAEL RD
MYERSVILLE, MD 21773-8019

Make checks payable to:
Treasurer of Frederick County

DO NOT STAPLE OR FOLD - DO NOT WRITE BELOW LINE

2082025502575873100002485308000000000000

FREDERICK
COUNTY
MARYLAND

Parcel ID	Year	Bill Type	Bill No.
16-359017	2025	FY	2575873

Choose payment option below
Return this coupon with your
payment

Annual Payment Schedule		
If paid in:	Disc/Int	Amount Due
JUL	-45.52	5,118.61
AUG	-22.76	5,141.37
SEP	0.00	5,164.13
OCT	51.64	5,215.77
NOV	103.28	5,267.41
DEC	154.92	5,319.05
JAN	206.58	5,370.71
FEB	258.20	5,422.33

1st Semiannual Payment Schedule		
If paid in:	Disc/Int	Amount Due
JUL	-22.76	2,633.31
AUG	-11.38	2,644.69
SEP	0.00	2,656.07
OCT	26.56	2,682.63
NOV	53.12	2,709.19

☐ Check here if your address changed
& enter changes on the reverse side

HARRIGAN JOHN M &
HARRIGAN JULIA W
2323 MICHAEL RD
MYERSVILLE, MD 21773-8019

Make checks payable to:
Treasurer of Frederick County

DO NOT STAPLE OR FOLD - DO NOT WRITE BELOW LINE

2082025502575873100002633311000000000000

COMPLETION CERTIFICATE EXCRETA DISPOSAL PLANT

FREDERICK COUNTY HEALTH DEPARTMENT

Date Oct. / 24 / 1997

Construction (Reconstruction) of the Excreta Disposal Plant,

Permit No. 9702023

Located 2323 Michael Road, SQUIRREL WOOD, Lot 4, Sec 1

on property owned by Sherman Daly, 933 Cherokee Trail, Frederick, MD

is hereby approved and permission granted to fill in the open trenches or the excavation for any underground portion of the plant and to render the plant fit for usage.

JAMES E. BOWES, M.D., M.P.H.
HEALTH OFFICER, FREDERICK COUNTY

16 359017

PER

Tracy Mitchell R.S.
for Paul Offutt, R.S.

APPROVED JUL 8 1997

*approved for
closure
23 October 1997
Nancy Mitchell
for Paul Offutt*

SW

Environmental Health

COUNTY OF FREDERICK
DEPARTMENT OF PERMITS & INSPECTIONS
WINCHESTER HALL
FREDERICK, MARYLAND 21701

Permit Number B9702023

Application Date 06/25/97

Applicant

DALY, SHERMAN
933 CHEROKEE TRAIL
FREDERICK, MD 21701
301-663-6744

Contractor

SAME AS APPLICANT

Property Owner DALY, SHERMAN M.

Number 16359017

Location 2323 MICHAEL ROAD

Town MYERSVILLE, MD 21773

Zone district Land Use

Tax Map 00045

Parcel 0134

Election district 16 Grid 0011

Subdivision SQUIRREL WOOD

Subd-Code Section 1

Block

Lot 4

Liber 2168 Folio 0854

Directions 2323 MICHAEL ROAD

File Codes A

Units

Type of Improvement NEW

	Use	Frnt	Rght	Left	Rear	Size/Intended Use of Land
Principle Use	F1	550	318	62	162	58X30 1-STORY W/UNFIN.BSMT.
Accessory 1	G2					25X32 2-CAR GARAGE T/RIGHT
Accessory 2	P					8X18 FRONT PORCH

Ownership PRIVATE Construction costs \$125,000 Mail permit to APPLICANT

Lot size 5.95 ACRES Dimensions: Front Right Left Rear

Disturbed area(sq ft) 5,100 Quan of cut 387 Water EXISTING INDIVIDUAL

Sewage PROPOSED INDIVIDUAL Installer KING PLUMB #296 Non domestic waste?

Bedrooms 3 Baths 2.0 Basement? YES Bath in basement? YES Laundry in bas? NO

Commercial--> Number of persons using sanitary facilities
Hours

Enclosed parking 2 Unenclosed Driveway staked? YES Property staked? YES

Foundation BLOCK Floors CARPET Exterior walls BRICK Shingles ASPHALT
Interior walls DRYWALL Roof TRUSS Total rooms 7 Heating fuel ELECTRICITY
Heating system HEAT PUMP Air conditioning? YES
Other improvements: Electrical? YES Plumbing? YES Bath? YES Fireplace? YES
Miscellaneous MASONRY CHIMNEY

Finished square footage 1,740 Unfinished 2,684 Number of stories 1

ROUGH-IN BATH IN BSMT.

EX. COMMON DRIVEWAY ENTRANCE OFF MICHAEL RD.

\$139.20 Total finshed area building fe

\$107.36 Total unfinished area build

\$50.00 County Zoning Fee 2

\$26.00 Minor Grading

\$35.00 Driveway Apron Fee

\$50.00 Septic Installation

\$2,000.00 County Impact Fee - S.F. Detac

\$2,407.56 Total Fees

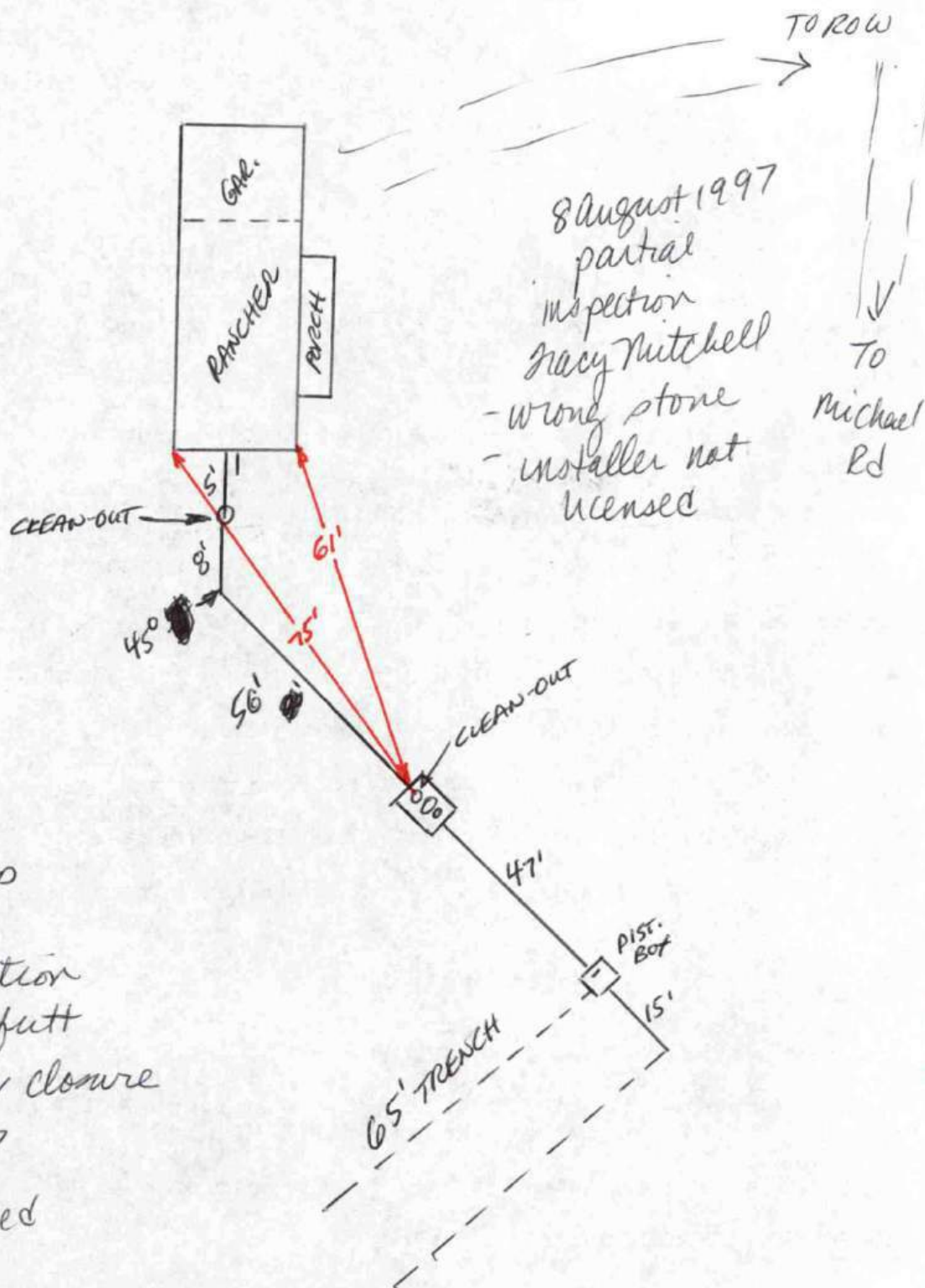
NBB

NBDU

F30W

SIUD

Nancy Mitchell 8 July 1997



SCH. 40 PVC USED
ON SYSTEM

final inspection
by Paul Offutt
approved for closure

11 August 1997

notified ^{that} installer ^{was} licensed
23 October 1997

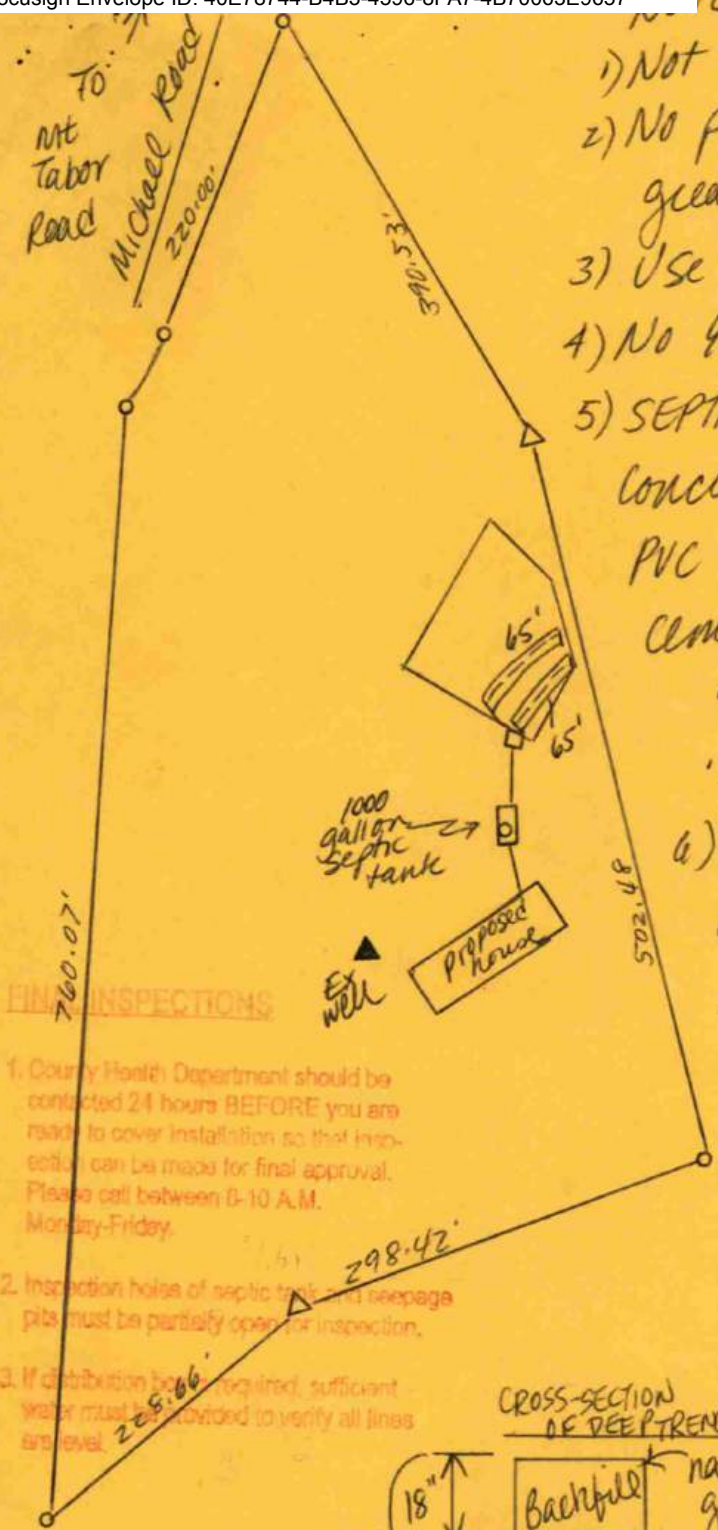
NOTES:

- 1) Not to scale
- 2) No part of septic may have greater than 24" of cover
- 3) Use sch 40 PVC throughout
- 4) No 90° bends in sewer line
- 5) SEPTIC TANK - 1000 gallon approved concrete septic tank w/ 6" sch 40 PVC clean-out, stand-up pipe cemented to inlet side
- 6) DEEP TRENCH - 2-65' long deep trench, 7' total depth, 5' liquid depth, 18" cover, 2' wide

* Contractor responsible for verifying contour prior to installation to insure that trenches are placed along highest contours of septic area *

* Transit must be used *

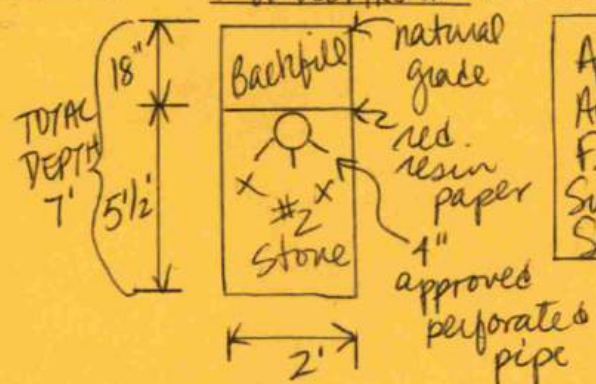
Tracy Mitchell 21 July 1997



FINAL INSPECTIONS

1. County Health Department should be contacted 24 hours BEFORE you are ready to cover installation so that inspection can be made for final approval. Please call between 8-10 A.M. Monday-Friday.
2. Inspection holes of septic tank and deepage pits must be partially open for inspection.
3. If distribution box required, sufficient water must be provided to verify all lines are level.

CROSS-SECTION OF DEEP TRENCH

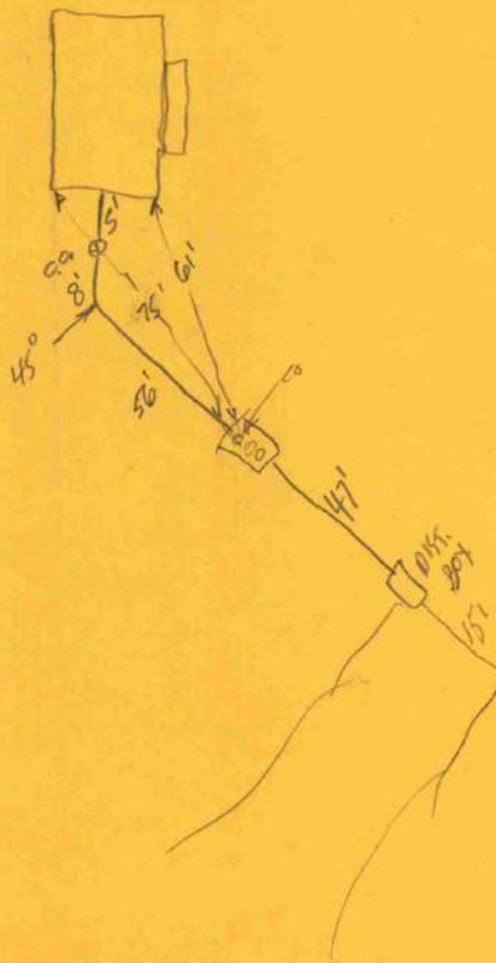


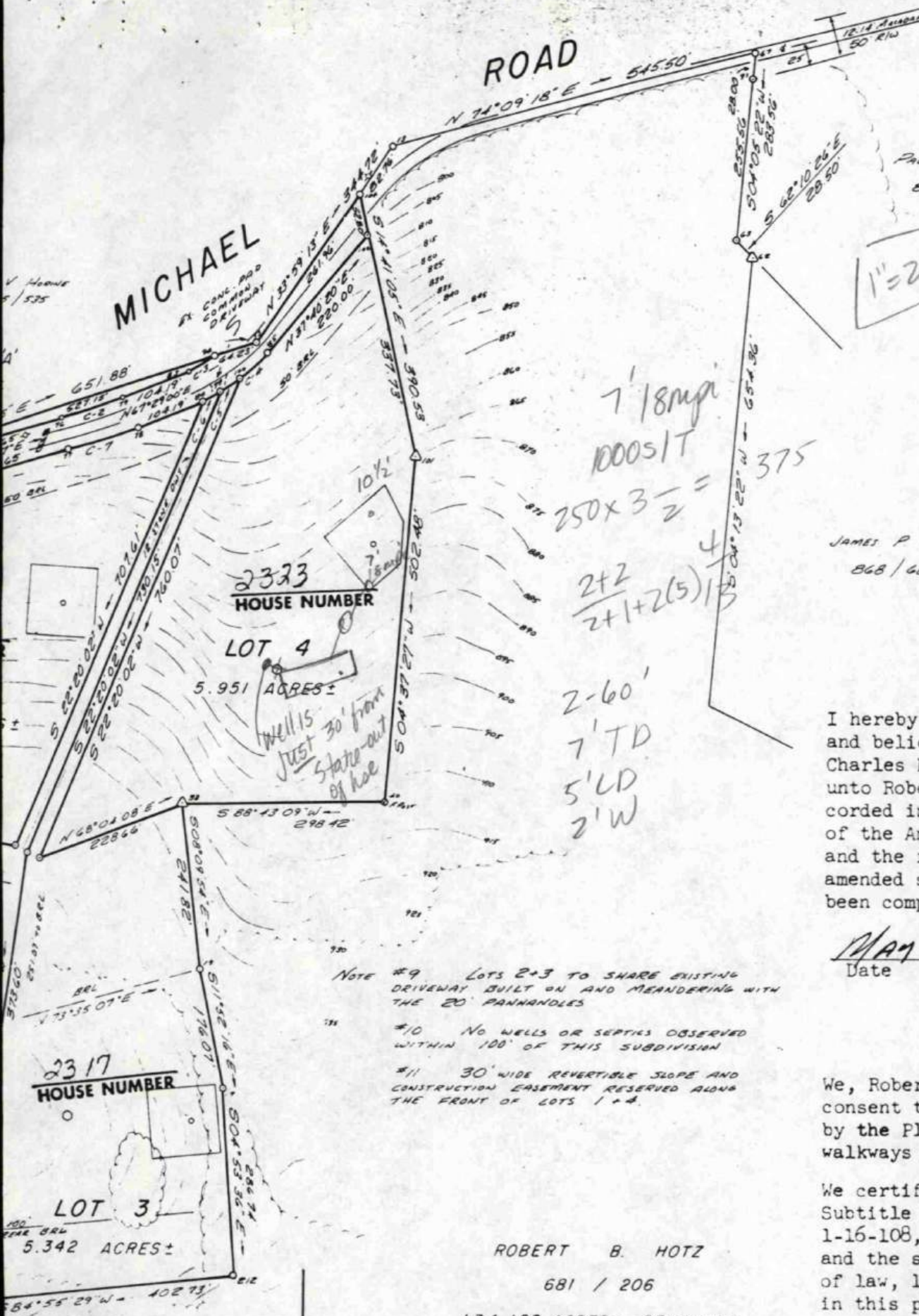
Applicant: Sherman Daly
 Address: 933 Cherokee Trail
 Frederick, MD 21701
 Submission: Squirrel Wood
 Section 1 Lot 4

VOID
 AFTER THIS DATE
1-31-98

PLEASE READ CAREFULLY

This permit is herewith advised that the property to be served by this system is in an area shown to be in the Frederick County Comprehensive Water and Sewerage Plan. The system for which this permit is issued is of a temporary nature and the applicant is herewith advised that it must be disconnected and connected to any such future community system if and when it becomes available to serve the property.





NO.

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212

PAUL V. HORINE
855 / 127

JAMES P. MAUSE
868 / 685

I hereby certify that the F and belief; that it is a su Charles M. Keller and Mary unto Robert Bergman Hotz an corded in Liber 681, Folio of the Annotated Code of Ma and the requirements of the amended so far as it may co been complied with.

MAY 1, 1985 J.
Date Joseph F

We, Robert Bergman Hotz and consent to and adopt this p by the Planning Commission, walkways and other easement

We certify that the require: Subtitle 1, Section 3-108, 1-16-108, 1979 Edition, and and the setting of monument. of law, leases, liens, mort, in this plan of subdivision

Robert Bergman
Robert Berg

ROBERT B. HOTZ
681 / 206

134.109 ACRES± REMAINING

The owners have sworn to and subscribed before me this 10 day of June 1985.

County Well Permit No. 97-183

FREDERICK COUNTY HEALTH DEPARTMENT WELL PERMIT

Applicant or Owner SHERMAN DALY Driller _____

Street or R.F.D. 2323 MICHAEL RD

Location of Property LOT 4

If Subdivision: (Name) SQUIRREL WOODS 5-945 Tax Map 46 Parcel 46
Block or Section 1 Lot 4

Area of Lot 5.95 Square Feet or Acres Well To Furnish water to: Home ☒ Farm _____
Public or Industrial _____
Private Water Co. _____ Commercial _____ Test Well _____ Heat Pump _____

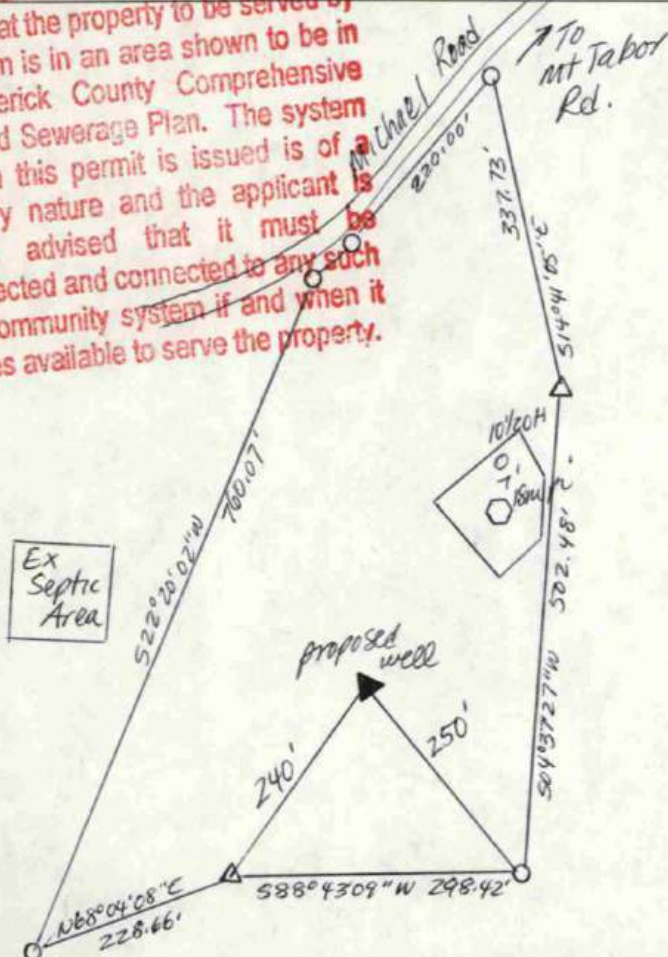
This application is made with the understanding that the well will be drilled **only** at the place designated by the Health Department and as shown in the sketch below. A completion certificate of this well must be filed by the driller, at the Health Department, within forty-five (45) days after completion of drilling. All well drilling operations will be carried out in accordance with regulations of the State Department of Health. Drilling at any other location, other than shown on sketch, **VOIDS** this approval certificate.

Signature of Applicant Sherman Daly Date 5-20-97
Owner _____ Contractor _____ Well Driller _____ Agent _____

NOTICE-READ CAREFULLY
TO BE COMPLETED BY HEALTH DEPARTMENT

North Grid 609 East Grid 634

The applicant in this permit is herewith advised that the property to be served by this system is in an area shown to be in the Frederick County Comprehensive Water and Sewerage Plan. The system for which this permit is issued is of a temporary nature and the applicant is herewith advised that it must be disconnected and connected to any such future community system if and when it becomes available to serve the property.

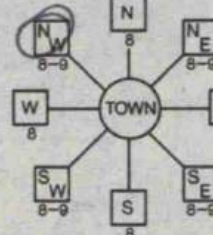
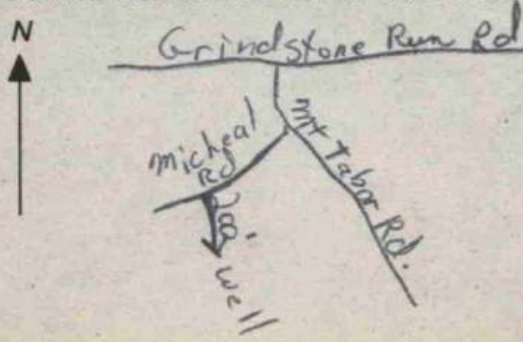


- NOTES:
- 1) 1" = 200'
 - 2) Well to be at least:
 - '10' from side and rear property lines
 - '15' from front property line and/or road frontage
 - '30' from any proposed buildings
 - '100' from all existing septic areas and/or septic systems
 - 3) Drawn from record plat
 - 4) Well must be higher in elevation than septic area

VOID
AFTER THIS DATE
12-31-97

The property described above has been inspected and the well site approved as shown.

Date of Approval 5 June 1997 Sanitarian Tracy Mitchell, R.S.

B 1 <div style="border: 1px solid black; padding: 2px; display: inline-block; font-size: 1.2em;">1832</div> <small>(THIS NUMBER IS TO BE PUNCHED IN COLS. 3-6 ON ALL CARDS)</small>	SEQUENCE NO. (DP USE ONLY)	STATE OF MARYLAND APPLICATION FOR PERMIT TO DRILL WELL please print or type	STATE PERMIT NUMBER <div style="border: 1px solid black; padding: 2px; display: inline-block; font-size: 1.2em;">FR-94-0423</div> <small>fill in this form completely</small>
OWNER INFORMATION Date Received (APA) <div style="border: 1px solid black; padding: 2px; display: inline-block;">060597</div> <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <div style="border: 1px solid black; padding: 2px; display: inline-block;">09 Ly</div> <small>Last Name</small> </div> <div style="width: 45%;"> <div style="border: 1px solid black; padding: 2px; display: inline-block;">Sherman</div> <small>First Name</small> </div> </div> <div style="border: 1px solid black; padding: 2px; display: inline-block; width: 100%;">2323 Michael Rd</div> <small>Street or RFD</small> <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <div style="border: 1px solid black; padding: 2px; display: inline-block;">Meyersville</div> <small>Town</small> </div> <div style="width: 45%;"> <div style="border: 1px solid black; padding: 2px; display: inline-block;">MD 21773</div> <small>Zip</small> </div> </div>		LOCATION OF WELL <div style="border: 1px solid black; padding: 2px; display: inline-block; width: 100%;">Frederick</div> <small>COUNTY</small> <div style="border: 1px solid black; padding: 2px; display: inline-block; width: 100%;">Squirrel Woods</div> <small>SUBDIVISION</small> <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <div style="border: 1px solid black; padding: 2px; display: inline-block;">SECTION 7</div> <small>44 46</small> </div> <div style="width: 45%;"> <div style="border: 1px solid black; padding: 2px; display: inline-block;">LOT 4</div> <small>48 50</small> </div> </div> <div style="border: 1px solid black; padding: 2px; display: inline-block; width: 100%;">Meyersville</div> <small>NEAREST TOWN</small> <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <div style="border: 1px solid black; padding: 2px; display: inline-block;">2</div> <small>MILES FROM TOWN (enter 0 if in town)</small> </div> <div style="width: 45%;"> <div style="border: 1px solid black; padding: 2px; display: inline-block;">MI</div> <small>73 76 77 78</small> </div> </div>	
DRILLER INFORMATION Driller's Name <div style="border: 1px solid black; padding: 2px; display: inline-block;">Gary W Shaff</div> <small>Firm Name</small> <div style="border: 1px solid black; padding: 2px; display: inline-block;">Shaff's Well Drilling</div> <small>Address</small> <div style="border: 1px solid black; padding: 2px; display: inline-block;">P.O. Box 20 Rockersville Md 21779</div> <small>Signature</small> <div style="border: 1px solid black; padding: 2px; display: inline-block;">Gary W Shaff</div> <div style="border: 1px solid black; padding: 2px; display: inline-block;">6/5/97</div> <small>Date</small>		B 3 <div style="border: 1px solid black; padding: 2px; display: inline-block; width: 100%;">Michael</div> <small>NEAR WHAT ROAD</small> <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <div style="border: 1px solid black; padding: 2px; display: inline-block;">260</div> <small>DISTANCE FROM ROAD</small> </div> <div style="width: 45%;"> <div style="border: 1px solid black; padding: 2px; display: inline-block;">FT</div> <small>ENTER FT OR MI</small> </div> </div> <div style="border: 1px solid black; padding: 2px; display: inline-block; width: 100%;">TAX MAP: 46 BLK: PARCEL 46</div>	
B 2 WELL INFORMATION APPROX. PUMPING RATE (GAL. PER MIN.) <div style="border: 1px solid black; padding: 2px; display: inline-block;">5</div> <small>8 12</small> AVERAGE DAILY QUANTITY NEEDED (GAL. PER DAY) <div style="border: 1px solid black; padding: 2px; display: inline-block;">300</div> <small>14 20</small>		B 4 DIRECTION OF WELL FROM TOWN (CIRCLE BOX) 	
USE FOR WATER (CIRCLE APPROPRIATE BOX) <input checked="" type="checkbox"/> HOME (SINGLE OR DOUBLE HOUSEHOLD UNIT ONLY) <input type="checkbox"/> FARMING (LIVESTOCK WATERING & AGRICULTURAL IRRIGATION) <input type="checkbox"/> INDUSTRIAL, COMMERCIAL, STATE AND FEDERAL GOV. OTHER (REQUIRES APPROPRIATION PERMIT) <input type="checkbox"/> PUBLIC OR PRIVATE WATER COMPANY (REQUIRES APPROPRIATION PERMIT AND STATE HEALTH DEPARTMENT APPROVAL) <input type="checkbox"/> TEST, OBSERVATION, MONITORING (MAY REQUIRE APPROPRIATION PERMIT)		NOT TO BE FILLED IN BY DRILLER HEALTH DEPARTMENT APPROVAL <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <div style="border: 1px solid black; padding: 2px; display: inline-block; font-size: 1.2em;">FREDERICK</div> <small>COUNTY NAME</small> </div> <div style="width: 45%;"> <div style="border: 1px solid black; padding: 2px; display: inline-block; font-size: 1.2em;">97-193</div> <small>COUNTY NO.</small> </div> </div> <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <div style="border: 1px solid black; padding: 2px; display: inline-block; font-size: 1.2em;">060597</div> <small>DATE ISSUED</small> </div> <div style="width: 45%;"> <div style="border: 1px solid black; padding: 2px; display: inline-block; font-size: 1.2em;">10-31-97</div> <small>EXP. DATE</small> </div> </div> <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <div style="border: 1px solid black; padding: 2px; display: inline-block; font-size: 1.2em;">609000</div> <small>NORTH GRID</small> </div> <div style="width: 45%;"> <div style="border: 1px solid black; padding: 2px; display: inline-block; font-size: 1.2em;">0634000</div> <small>EAST GRID</small> </div> </div>	
APPROXIMATE DEPTH OF WELL <div style="border: 1px solid black; padding: 2px; display: inline-block;">400</div> FEET <small>24 28</small> APPROXIMATE DIAMETER OF WELL <div style="border: 1px solid black; padding: 2px; display: inline-block;">6</div> INCH <small>NEAREST INCH</small>		SHOW MAJOR FEATURES OF BOX & LOCATE WELL WITH AN X SOURCES OF DRILLING WATER 1. well 2. 3. WRITE THE BOX NUMBER FROM THE MAP HERE <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <div style="border: 1px solid black; padding: 2px; display: inline-block; font-size: 1.2em;">630</div> <small>E</small> </div> <div style="width: 45%;"> <div style="border: 1px solid black; padding: 2px; display: inline-block; font-size: 1.2em;">600</div> <small>N</small> </div> </div>	
METHOD OF DRILLING (circle one) BORED (or Augered) <input checked="" type="checkbox"/> JETTED <input type="checkbox"/> Jetted & DRIVEN <input type="checkbox"/> AIR-ROTARY <input type="checkbox"/> AIR-PERCUSION <input checked="" type="checkbox"/> ROTARY (Hydraulic Rotary) <input type="checkbox"/> CABLE <input type="checkbox"/> REVERSE-ROTARY <input type="checkbox"/> DRIVE-POINT <input type="checkbox"/> other _____		DRAW A SKETCH BELOW SHOWING LOCATION OF WELL IN RELATION TO NEARBY TOWNS AND ROADS AND GIVE DISTANCE FROM WELL TO NEAREST ROAD JUNCTION <div style="text-align: center;">  </div>	
REPLACEMENT OR DEEPEMED WELLS (CIRCLE APPROPRIATE BOX) <input checked="" type="checkbox"/> THIS WELL WILL NOT REPLACE AN EXISTING WELL <input type="checkbox"/> THIS WELL WILL REPLACE A WELL THAT WILL BE ABANDONED AND SEALED <input type="checkbox"/> THIS WELL WILL REPLACE A WELL THAT WILL BE USED AS A STANDBY-CONTACT LOCAL APPROVING AUTHORITY FOR POLICY ON STANDBY WELLS <input type="checkbox"/> THIS WELL WILL DEEPEMED AN EXISTING WELL PERMIT NUMBER OF WELL TO BE REPLACED OR DEEPEMED (IF AVAILABLE) <div style="border: 1px solid black; padding: 2px; display: inline-block;">41</div>		Not to be filled in by driller (OEP USE ONLY) APPROX. PERMIT NUMBER <div style="border: 1px solid black; padding: 2px; display: inline-block;">GAP</div> <small>54 63</small> FORCE <div style="border: 1px solid black; padding: 2px; display: inline-block;">TM</div> <small>WRITE INITIALS IN BOX</small> <small>67 68</small> <small>PERMIT No.</small> <div style="border: 1px solid black; padding: 2px; display: inline-block; font-size: 1.2em;">FR-94-0423</div> <small>70 71 72 73 74 75 76 77 78 79</small>	
SPECIAL CONDITIONS NOTE = APPROVING AUTHORITIES SHOULD USE SEPARATE SHEET IF NEEDED =			

STATE OF MARYLAND WELL COMPLETION REPORT FILL IN THIS FORM COMPLETELY PLEASE PRINT OR TYPE			THIS REPORT MUST BE SUBMITTED WITHIN 45 DAYS AFTER WELL IS COMPLETED.		
1 2 3 4 5 6 (THIS NUMBER IS TO BE PUNCHED IN COLS. 3-6 ON ALL CARDS)			COUNTY <u>97-183</u> NUMBER		
ST/CO USE ONLY DATE Received <u>07</u>		DATE WELL COMPLETED <u>06/09/97</u>		PERMIT NO. FROM "PERMIT TO DRILL WELL" <u>FA-94-0423</u>	
OWNER <u>DALY, SHERMAN</u> last name <u>233 MICHAEL RD.</u> first name STREET OR RFD SUBDIVISION <u>SQUIRREL WOODS</u> SECTION <u>1</u> TOWN <u>MYERSVILLE, MD. 21779</u> LOT <u>4</u>					
WELL LOG Not required for driven wells STATE THE KIND OF FORMATIONS PENETRATED, THEIR COLOR, DEPTH, THICKNESS AND IF WATER BEARING			GROUTING RECORD WELL HAS BEEN GROUTED <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO TYPE OF GROUTING MATERIAL CEMENT <input checked="" type="checkbox"/> BENTONITE CLAY <input type="checkbox"/> NO. OF BAGS <u>12</u> NO. OF POUNDS <u>4128</u> GALLONS OF WATER <u>70</u> DEPTH OF GROUT SEAL (to nearest foot) from <u>0</u> ft. to <u>36</u> ft. (enter 0 if from surface)		
DESCRIPTION (Use additional sheets if needed)			CASING RECORD casing types insert appropriate code below <input checked="" type="checkbox"/> ST <input type="checkbox"/> CO STEEL CONCRETE <input checked="" type="checkbox"/> PL <input type="checkbox"/> OT PLASTIC OTHER MAIN CASING TYPE Nominal diameter top (main) casing (nearest inch) <u>6</u> Total depth of main casing (nearest foot) <u>40</u>		
FEET FROM TO <u>0</u> <u>28</u> <u>28</u> <u>15</u> brock shale green rock			OTHER CASING (if used) diameter inch depth (feet) from to EACH CASING		
IN HARD ROCK AREAS, IDENTIFY SPECIFICALLY WHERE SATURATED FRACTURES WERE OBSERVED.			SCREEN RECORD screen type or open hole insert appropriate code below <input checked="" type="checkbox"/> ST <input type="checkbox"/> BR <input checked="" type="checkbox"/> HO STEEL BRASS OPEN HOLE <input type="checkbox"/> PL <input type="checkbox"/> OT PLASTIC OTHER C2 DEPTH (nearest ft.) <u>40</u> <u>39</u> <u>175</u>		
WELL HYDROFRACTURED <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO			CAPACITY: GALLONS PER MINUTE (to nearest gallon) <u>31</u> <u>35</u> PUMP HORSE POWER <u>37</u> <u>41</u> PUMP COLUMN LENGTH (nearest ft.) <u>43</u> <u>47</u> CASING HEIGHT (circle appropriate box and enter casing height) <input checked="" type="checkbox"/> + above } LAND SURFACE <u>7</u> (nearest foot) <input type="checkbox"/> - below }		
CIRCLE APPROPRIATE LETTER A A WELL WAS ABANDONED AND SEALED WHEN THIS WELL WAS COMPLETED E ELECTRIC LOG OBTAINED P TEST WELL CONVERTED TO PRODUCTION WELL			LOCATION OF WELL ON LOT SHOW PERMANENT STRUCTURE SUCH AS BUILDING, SEPTIC TANKS, AND/OR LANDMARKS AND INDICATE NOT LESS THAN TWO DISTANCES (MEASUREMENTS TO WELL)		
I HEREBY CERTIFY THAT THIS WELL HAS BEEN CONSTRUCTED IN ACCORDANCE WITH COMAR 26.04.04 "WELL CONSTRUCTION" AND IN CONFORMANCE WITH ALL CONDITIONS STATED IN THE ABOVE CAPTIONED PERMIT, AND THAT THE INFORMATION PRESENTED HEREIN IS ACCURATE AND COMPLETE TO THE BEST OF MY KNOWLEDGE.			GRAVEL PACK IF WELL DRILLED WAS FLOWING WELL INSERT F IN BOX 68 <input checked="" type="checkbox"/>		
DRILLERS IDENT. NO. <u>MMD 410</u> <u>Larry W. Staff</u> DRILLERS SIGNATURE (MUST MATCH SIGNATURE ON APPLICATION) <u>Larry W. Staff</u> <u>MMD 011</u> SITE SUPERVISOR (sign of driller or journeyman responsible for sitework if different from permittee)			MDE USE ONLY (NOT TO BE FILLED IN BY DRILLER) T (E.R.O.S.) <u>70</u> <u>72</u> W Q <u>74</u> <u>75</u> <u>76</u> TELESCOPE CASING LOG INDICATOR OTHER DATA		

County Well Permit No. 81-1142

FREDERICK COUNTY HEALTH DEPARTMENT WELL PERMIT

Applicant or Owner Pat Patton Driller _____

Street or R.F.D. 9349 Frostown Rd. Middletown MD 21769

Location of Property Michall Rd.

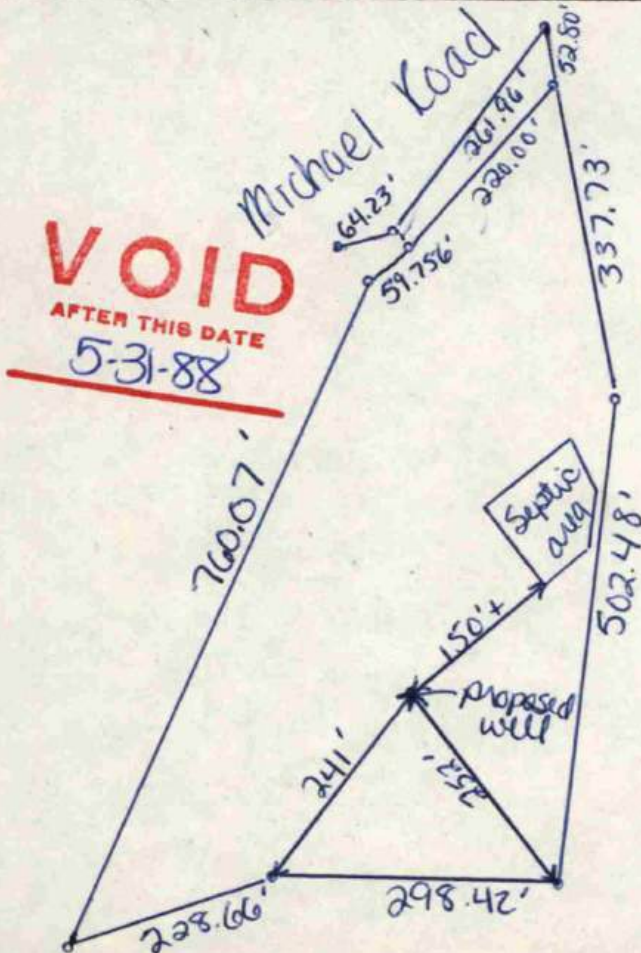
If Subdivision: (Name) Squirrel Woods Tax Map _____ Parcel _____
Block or Section _____ Lot 4

Area of Lot 5.951 Square Feet _____
Public or Private Water Co. _____ Industrial _____ Commercial _____
Well To Furnish water to: Home ☒ Farm _____
Test Well _____ Heat Pump _____

This application is made with the understanding that the well will be drilled only at the place designated by the Health Department and as shown in the sketch below. A completion certificate of this well must be filed by the driller, at the Health Department, within forty-five (45) days after completion of drilling. All well drilling operations will be carried out in accordance with regulations of the State Department of Health. Drilling at any other location, other than shown on sketch, VOIDS this approval certificate.

Signature of Applicant [Signature] Date 11-13-87
Owner _____ Contractor _____ Well Driller _____ Agent _____

TO BE COMPLETED BY HEALTH DEPARTMENT North Grid 609 East Grid 634



VOID
AFTER THIS DATE
5-31-88

- Notes:
- ① Not drawn to scale
 - ② Well must be at least:
 - a.) 10' from side lines
 - b.) 30' from building
 - c.) 100' from Septic area.
 - ③ Well drawn from record plat.

NOTICE - READ CAREFULLY
The applicant for this permit is herewith advised that the property to be served by this system is in an area shown to be in the Frederick County Comprehensive Water and Sewerage Plan. The system for which this permit is issued is of a temporary nature and the applicant is herewith advised that it must be disconnected and connected to any such future community system if and when it becomes available to serve the property.

The property described above has been inspected and the well site approved as shown.

Date of Approval 11-16-87 Sanitarian Colby D. Hubble

K&E BALTIMORE 191253 7-83 A1652*

Lot 2 6.779 ACRES±
- PANHANDLE 0.330 "
Usable Area 6.449 "

Lot 3 5.342 "
- PANHANDLE 0.342 "
Usable Area 5.000 "

Lot 4
7' 18min

ARTHUR J. WILLIAMS
965 / 362

PAUL V. HARRIS
905 / 535

MICHAEL

PARCEL 'A'
0.111 ACRES±

2303
HOUSE NUMBER

LOT 1

5.273 ACRES±

2323
HOUSE NUMBER

LOT 4

5.951 ACRES±

2315
HOUSE NUMBER

LOT 2

6.779 ACRES±

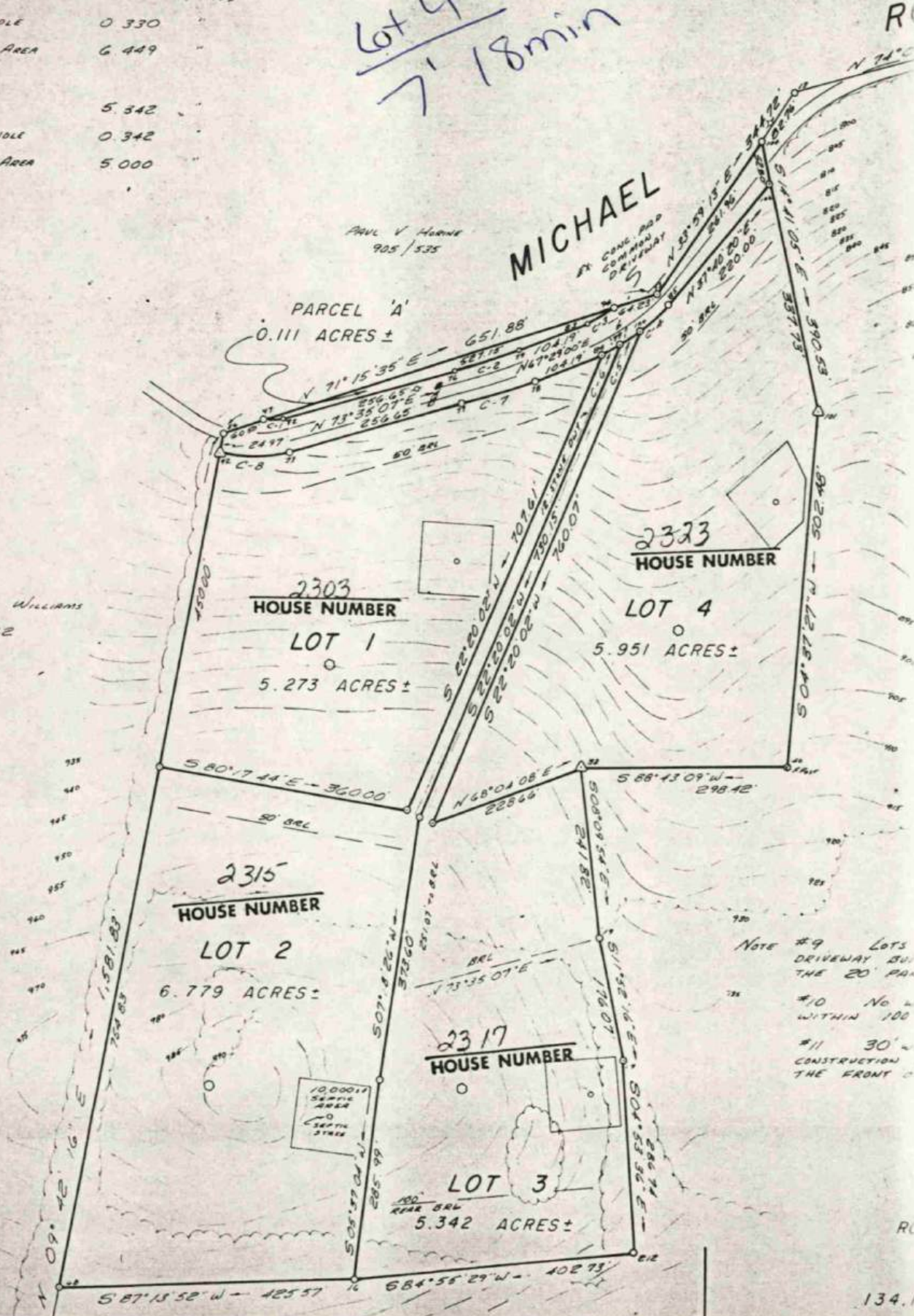
2317
HOUSE NUMBER

LOT 3

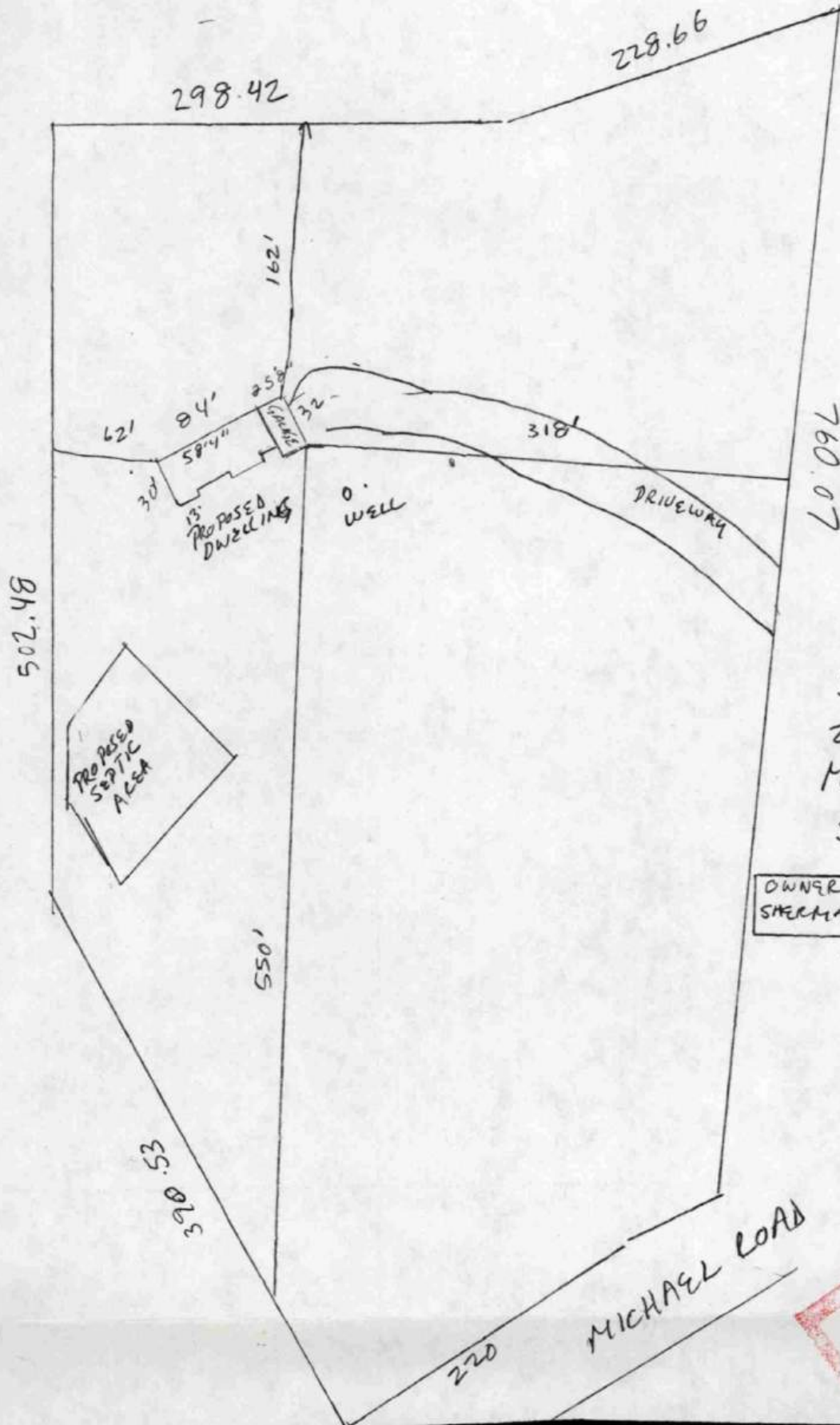
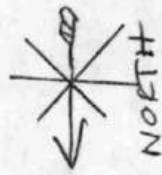
5.342 ACRES±

Note #9 Lots
DRIVEWAY BUI
THE 20' PAN
#10 No
WITHIN 100
#11 30'
CONSTRUCTION
THE FRONT

10,000 L
SEPTIC
PUMP
- 0
SEPTIC
TANK



<p>B 1 8748 SEQUENCE NO. (OER USE ONLY)</p> <p>(THIS NUMBER IS TO BE PUNCHED IN COLS. 3-6 ON ALL CARDS)</p>		<p>STATE OF MARYLAND</p> <p>PERMIT TO DRILL WELL</p> <p>please print or type</p>		<p>OEP PERMIT NUMBER</p> <p>FR-81-5391</p> <p>fill in this form completely</p>	
<p>Date Received</p> <p>010688</p> <p>OWNER INFORMATION</p> <p>PATTON PAT</p> <p>15 Last Name 34 Owner First Name</p> <p>9349 FROSTOWN RD</p> <p>36 Street or RFD 55</p> <p>MIDDLETOWN MD 21769</p> <p>57 Town 70 State 72 Zip 76</p>		<p>B 3 LOCATION OF WELL</p> <p>FREDERICK</p> <p>8 COUNTY 21</p> <p>Squireh Woods</p> <p>23 SUBDIVISION 42</p> <p>SECTION 44 46 LOT 4 50</p> <p>MYERSVILLE</p> <p>52 NEAREST TOWN 71</p> <p>MILES FROM TOWN (enter 0 if in town) 3 73 MI 76 77 78</p>			
<p>DRILLER INFORMATION</p> <p>Austin Garner 144</p> <p>Driller's Name 77 License No. 80</p> <p>Keyser - Garner</p> <p>Firm Name</p> <p>9125 Bethel Rd Fred.</p> <p>Address</p> <p>Austin Garner</p> <p>Signature Date</p>		<p>B 4 DIRECTION OF WELL FROM TOWN (CIRCLE BOX)</p> <div style="text-align: center;"> </div> <p>NEAR WHAT ROAD</p> <p>Michale Rd</p> <p>11 30</p> <p>ON WHICH SIDE OF ROAD (CIRCLE APPROPRIATE BOX)</p> <div style="text-align: center;"> </div> <p>DISTANCE FROM ROAD</p> <p>500</p> <p>34 37</p> <p>ENTER FT or MI FT</p> <p>38 39</p>			
<p>B 2 WELL INFORMATION</p> <p>APPROX. PUMPING RATE (GAL. PER MIN.) 3 8 12</p> <p>AVERAGE DAILY QUANTITY NEEDED (GAL. PER DAY) 800 14 20</p>		<p>USE FOR WATER (CIRCLE APPROPRIATE BOX)</p> <p><input checked="" type="checkbox"/> D HOME (SINGLE OR DOUBLE HOUSEHOLD UNIT ONLY)</p> <p><input type="checkbox"/> F FARMING (LIVESTOCK WATERING & AGRICULTURAL IRRIGATION)</p> <p><input type="checkbox"/> I INDUSTRIAL, COMMERCIAL, STATE AND FEDERAL GOV. OTHER (REQUIRES APPROPRIATION PERMIT)</p> <p><input type="checkbox"/> P PUBLIC OR PRIVATE WATER COMPANY (REQUIRES APPROPRIATION PERMIT AND STATE HEALTH DEPARTMENT APPROVAL)</p> <p><input type="checkbox"/> T TEST, OBSERVATION, MONITORING (MAY REQUIRE APPROPRIATION PERMIT)</p>			
<p>APPROXIMATE DEPTH OF WELL 900 FEET</p> <p>24 28</p> <p>APPROXIMATE DIAMETER OF WELL 1 INCH</p> <p>NEAREST</p>		<p>NOT TO BE FILLED IN BY DRILLER HEALTH DEPARTMENT APPROVAL</p> <p>Frederick 87-1142</p> <p>COUNTY NAME COUNTY NO.</p> <p>OEP SIGNATURE STATE HEALTH INSERT S <input type="checkbox"/> 41</p> <p>DATE ISSUED 010688 CO SIGNATURE Colby D. Hubble EXP. DATE 7-31-88</p> <p>43 48 55</p> <p>NORTH GRID 609000 EAST GRID 0634000</p> <p>50 55 57 63</p>			
<p>METHOD OF DRILLING (circle one)</p> <p>BORED (or Augered) JETTED Jettied & DRIVEN</p> <p>30- AIR-ROTary AIR-PERCussion ROTARY (Hydraulic Rotary)</p> <p>37 CABLE REverse-ROTary Drive-POINT</p> <p>other _____</p>		<p>SHOW MAJOR FEATURES OF BOX & LOCATE WELL WITH AN X</p> <p>SOURCES OF DRILLING WATER</p> <p>1. well</p> <p>2. _____</p> <p>3. _____</p> <p>WRITE THE BOX NUMBER FROM THE MAP HERE</p> <div style="text-align: center;"> <p>E 630</p> <p>N 600</p> </div> <p>000 000</p>			
<p>REPLACEMENT OR DEEPEMED WELLS (CIRCLE APPROPRIATE BOX)</p> <p><input checked="" type="checkbox"/> N THIS WELL WILL NOT REPLACE AN EXISTING WELL</p> <p><input type="checkbox"/> Y THIS WELL WILL REPLACE A WELL THAT WILL BE ABANDONED AND SEALED</p> <p>39 <input type="checkbox"/> S THIS WELL WILL REPLACE A WELL THAT WILL BE USED AS A STANDBY</p> <p><input type="checkbox"/> D THIS WELL WILL DEEPM AN EXISTING WELL</p> <p>PERMIT NUMBER OF WELL TO BE REPLACED OR DEEPEMED (IF AVAILABLE) FR-81-5391</p> <p>41 52</p>		<p>DRAW A SKETCH BELOW SHOWING LOCATION OF WELL IN RELATION TO NEARBY TOWNS AND ROADS AND GIVE DISTANCE FROM WELL TO NEAREST ROAD JUNCTION</p> <div style="text-align: center;"> </div>			
<p>Not to be filled in by driller (OEP USE ONLY)</p> <p>APPROP. PERMIT NUMBER G A P</p> <p>54 63</p> <p>FORCE CH WRITE INITIALS IN BOX PERMIT No. FR-81-5391</p> <p>67 68 70 71 72 73 74 75 76 77 78 79</p>		<p>SPECIAL CONDITIONS</p>			



LOT 4
SQUIRREL WOODS
2323 MICHAEL RD
MYERSVILLE MD
5.951 ACRES ±

OWNER	DATE	SCALE
SHERMAN DAILY	6-25-97	1"=100'

97 2023 *A*

THIS DEED, made this 5th day of January, 1988, by **ROBERT BERGMANN HOTZ** and **JOAN WILLISON HOTZ**, his wife.

WITNESSETH: That for and in consideration of the sum of Forty Two Thousand Five Hundred Dollars (\$42,500.00), the receipt of which is hereby acknowledged, we **ROBERT BERGMANN HOTZ** and **JOAN WILLISON HOTZ**, his wife, do hereby grant and convey, in fee simple forever, unto **PATRICK L. PATTON** and **TERRI SUE PATTON**, his wife, all that lot or parcel of ground situate, lying and being in Jackson Election District, Frederick County, Maryland, and being known and designated as Lot No. 4, Section I, as shown on a plat entitled "Squirrel Wood," recorded among the Land Records of Frederick County, Maryland, in Plat Book 33, page 85, containing 5.951 acres, more or less.

BEING PART OF THE SAME REAL ESTATE WHICH WAS CONVEYED UNTO Robert Bergmann Hotz and Joan Willison Hotz, his wife, by a deed from Josie S. Keller, Frank M. Keller, Charles M. Keller and Mary A. Keller, his wife, Naomi K. Harshman and Carroll L. Harshman, her husband, dated February 25, 1963, and recorded among the Land Records of Frederick County, Maryland, in Book 681, page 206.

SUBJECT to the Declaration of Covenants, Conditions and Restrictions attached hereto as Exhibit A, which covenants, conditions and restrictions shall bind upon and run with, the lots in Section I in the subdivision known as "Squirrel Wood" as described above.

AND ALSO SUBJECT TO a Right of Way Agreement by and among Charles D. Watson, Robert Bergmann Hotz and Joan Willison Hotz which is recorded among the Land Records of Frederick County, Maryland, in Book 1421, page 482.

TOGETHER WITH the buildings and improvements thereon, and all the rights, ways, waters, easements, privileges and appurtenances thereunto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the above-described real estate unto **PATRICK L. PATTON** and **TERRI SUE PATTON**, his wife, their heirs and assigns, in fee simple forever.

AND the Grantors hereby covenant that they will warrant specially

STATE TX 212.50
RECD FEE 20.00

280.50
#06437 C40 R01 T12:14
21/05/88
DEED # 149 #

JOHN H. TISDALE
ATTORNEY AT LAW
7 WEST PATRICK STREET
FREDERICK, MD. 21701
(801) 694-9700

212.50
20.00
280.50
513.00

the property herein conveyed, and that they will execute such further as-
surances of the same as may be requisite.

WITNESS our hands and seals.

WITNESS:

Mary K. Mallory Robert Bergmann Hotz (SEAL)
Robert Bergmann Hotz
Mary K. Mallory Joan Willison Hotz (SEAL)
Joan Willison Hotz

STATE OF MARYLAND, COUNTY OF PRINCE GEORGE'S, TO WIT:

I hereby certify that on this 5th day of January, 1988, before me,
the subscriber, a Notary Public in and for the State and County aforesaid,
personally appeared Robert Bergmann Hotz and Joan Willison Hotz, his wife, and
acknowledged the foregoing Deed to be their act and deed.

WITNESS my hand and Notarial Seal.

Mary K. Mallory
Mary K. Mallory, Notary Public

My Commission Expires: 7/1/90

DECLARATIONS OF COVENANTS, CONDITIONS AND RESTRICTIONS

EXHIBIT A

1. All of the above mentioned lots shall be used for residential and agricultural purposes only and no structure shall be erected, altered, placed or permitted to remain on any individual lot other than one single family detached dwelling, a private garage, storage building, shed, and/or shelter for animals may be permitted on the lot provided that such structures are approved as provided in Article 7 set forth later herein.
2. No basement, tent shack, garage, barn, outbuilding, trailer, mobile home, or any structure of a temporary nature shall be used at any time as a residence.
3. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage, or other waste. All equipment used for storage or disposal of such materials shall be kept in a clean and sanitary condition.
4. No swine shall be allowed to be kept on any of these lots.
5. No buses, campers, trailers, mobile homes or boats shall be parked on any lot, unless parked in a garage, carport or space behind the dwelling. None of the enumerated vehicles may be parked on the road in front of any lot. Tractor-trailers, trucks, or buses over one tone capacity shall not be parked on any lot or street, except vehicles utilized by builders during construction.
6. No unlicensed vehicles, junked cars, trucks, or equipment are permitted to be parked on lot.
7.
 - (a) No building, wall, fence or any other structure shall be erected, placed upon or altered on any lot until construction plans and specifications showing exterior architecture and exterior buildings materials to be used, have been approved by the Developers of Squirrel Wood or their authorized designee. Such approval shall be in writing. If the Developers of Squirrel Wood, or their authorized designee, fail to approve or disapprove construction plans and specifications within thirty days after submission, approval shall not be required and this covenant shall be waived. Any building, wall, fence, or structure begun before submission of construction plans and specifications to the Developers of Squirrel Wood, or their authorized designee, shall be deemed to be disapproved and shall be removed at the expense of the owner thereof.
 - (b) No structure shall have exterior walls or exposed block or concrete. Once construction of a dwelling has commenced, such construction must be completed within the ensuing two years.
8. No noxious or offensive activity shall be carried on upon any lot nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.
9. These covenants run with the land and shall bind all grantees and persons claiming under them until October 1, 2006, at which time said covenants shall be automatically extended for periods of ten

years unless by vote of the then owners of a majority of the lots, it is agreed to abandon or change such covenants.

10. These covenants may be enforced by any person or persons who hold title to any of the aforesaid lots by a proceeding in law or equity to enjoin the violation thereof.
11. Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

COUNTY & STATE TAX CERTIFICATION

Martha Ann Brittain Co. Treas.
Date 1/5/88 4

Agricultural Transfer Tax in the

Amount of \$ 1275⁰⁰ (E)

Signature Doris J White sch

RECEIVED FOR TRANSFER
State Department of
Assessments & Taxation
for Frederick County

Doris J White
sch Date 1-5-88

JOHN H. TISDALE
ATTORNEY AT LAW
227 WEST PATRICK STREET
FREDERICK, MD. 21701
(301) 694-9700

RIGHT OF WAY AGREEMENT

THIS RIGHT OF WAY AGREEMENT, made this 4th day of June, 1987, by and among Robert Bergmann Hotz and Joan Willison Hotz, and Charles D. Watson.

WHEREAS, Robert Bergmann Hotz and Joan Willison Hotz hold title, in fee simple, to Lots 1, 3 and 4 in a subdivision known as "Squirrel Wood", a plat of which is recorded in Plat Book 33, page 85, among the Land Records of Frederick County, Maryland, by a deed from Josie S. Keller, et al., dated 25 February 1963, and recorded in Book 681, page 206, among the aforesaid Land Records, and

WHEREAS, Charles D. Watson took title in fee simple to Lot 2, Section I in the subdivision known as "Squirrel Wood", a plat of which is recorded in Plat Book 33, page 85, among the aforesaid Land Records, by a deed from Robert Bergmann Hotz and Joan Willison Hotz, dated 24 September 1986, and recorded among the aforesaid Land Records in Book 1366, page 440, and

WHEREAS, Lots 1, 2, 3 and 4 have access onto Michael Road by means of a common driveway which meanders with the "panhandles" of Lots 2 and 3, and

WHEREAS, the parties wish to confirm their common use of the driveway and to specify the terms of that use and the maintenance of the driveway.

NOW, THEREFORE, WITNESSETH: That for and in consideration of the mutual covenants and promises contained herein, and the sum of One Dollar (\$1.00), the receipt by each is hereby acknowledged, we, Robert Bergmann Hotz and Joan Willison Hotz, and Charles D. Watson, do hereby agree as follows:

RECD FEE

18.00
11694 #

#14099 C123

11694 #
R01 115103
F06/04/87

18.00

Lots 1, 2, 3 and 4 in the subdivision known as "Squirrel Wood", a plat of which is recorded in Plat Book 33, page 85, among the Land Records of Frederick County, Maryland, shall all be served by the existing common driveway, which has been built upon, and meanders with, the 20-foot panhandles of Lots 2 and 3, and the parties do hereby grant to each other a right of way over their respective lots solely for the purpose of ingress and egress to and from their respective lots and Michael Road and for maintenance of the driveway.

The holder or holders of title to each lot shall share equally with the holder or holders of title to each of the other lots in the cost of maintenance and repair of the common driveway (the holder of title to each paying 25% thereof), provided that the holder or holders of title to any lot shall not incur any expense or liability for maintenance or repairs without first obtaining written authorization from the holder or holders of title of the other lots, which authorization shall not be unreasonably withheld.

The parties may terminate this Right of Way and the conditions contained herein only by an instrument executed and acknowledged by the holder or holders of title to Lots 1, 2, 3 and 4, unless the holders of title to Lots 1, 2, 3 and 4 shall be required by court order or law enacted by the legislative bodies of Frederick County or the State of Maryland to install driveways to the respective lots solely over each respective individual lot. Until this Right of Way Agreement is terminated as set forth above, it shall run with the land as to all the lots and shall bind upon the parties hereto, their heirs, personal representatives and assigns.

JOHN H. TISDALE
ATTORNEY AT LAW
227 WEST PATRICK STREET
FREDERICK, MD. 21701
(301) 694-9700

WITNESS the hands and seals of the parties hereto.

WITNESS:

John H. Tisdale

Robert Bergmann Hotz (SEAL)

John H. Tisdale

Joan Willison Hotz (SEAL)

John H. Tisdale

Charles D. Watson (SEAL)

STATE OF MARYLAND, COUNTY OF FREDERICK, TO WIT:

I hereby certify that on this 4th day of June, 1987, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared **Robert Bergmann Hotz** and **Joan Willison Hotz**, who acknowledged the foregoing Right of Way to be their act and deed, and at the same time did also certify under the penalties of perjury that there is no actual consideration paid or to be paid for the foregoing Right of Way.

WITNESS my hand and Notarial Seal.

Judy L. Murphy
Judy L. Murphy,
NOTARY PUBLIC

My Commission Expires: July 1, 1990

STATE OF MARYLAND, COUNTY OF FREDERICK, TO WIT:

I hereby certify that on this 28th day of May, 1987, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared **Charles D. Watson**, who acknowledged the foregoing Right of Way to be his act and deed, and at the same time did also certify under the penalties of perjury that there is no actual consideration paid or to be paid for the foregoing Right of Way.

WITNESS hand and Notarial Seal.

Sara Chasko

My Commission Expires: July 1, 1990

NOTARY PUBLIC





DISCLOSURE OF INCLUSIONS/EXCLUSIONS, LEASED ITEMS, AND UTILITIES ADDENDUM

UPON EXECUTION BY BUYER AND SELLER, THIS DOCUMENT WILL BECOME AN **ADDENDUM** TO THE CONTRACT OF SALE

SELLER'S DISCLOSURE made on 6/1/2025 ■ ADDENDUM to Contract of Sale dated _____
 between Buyer _____ and Seller John M. Harrigan Julia W. Harrigan
 for Property known as 2323 Michael Road, Myersville, MD 21773.

1. INCLUSIONS/EXCLUSIONS. Included in the purchase price are all permanently attached fixtures, including all smoke detectors (and, carbon monoxide detectors, as applicable). Certain other **now existing items** which may be considered personal property, whether installed or stored upon the property, **are included if box below is checked**.

<input checked="" type="checkbox"/> Alarm System	<input checked="" type="checkbox"/> Exist. W/W Carpet	<input type="checkbox"/> Playground Equipment	<input checked="" type="checkbox"/> TV Antenna
<input checked="" type="checkbox"/> Ceiling Fan(s) # <u>4</u>	<input type="checkbox"/> Fireplace Screens/Doors	<input type="checkbox"/> Pool, Equipment & Cover	<input type="checkbox"/> Trash Compactor
<input type="checkbox"/> Central Vacuum	<input type="checkbox"/> Fireplace Equipment	<input checked="" type="checkbox"/> Refrigerator(s) # <u>1</u>	<input checked="" type="checkbox"/> Wall Mount TV Brackets
<input checked="" type="checkbox"/> Clothes Dryer	<input checked="" type="checkbox"/> Freezer	<input checked="" type="checkbox"/> w/ Ice Maker(s) # <u>1</u>	<input type="checkbox"/> Wall Oven(s) # _____
<input checked="" type="checkbox"/> Clothes Washer	<input checked="" type="checkbox"/> Furnace Humidifier	<input type="checkbox"/> Satellite Dish	<input type="checkbox"/> Water Filter
<input type="checkbox"/> Cooktop	<input checked="" type="checkbox"/> Garage Opener(s) # <u>2</u>	<input checked="" type="checkbox"/> Screens	<input type="checkbox"/> Water Softener
<input checked="" type="checkbox"/> Dishwasher	<input checked="" type="checkbox"/> Garage remote(s) # <u>1</u>	<input checked="" type="checkbox"/> Shades/Blinds	<input type="checkbox"/> Window A/C Unit(s) # _____
<input checked="" type="checkbox"/> Drapery/Curtain Rods	<input type="checkbox"/> Garbage Disposal	<input checked="" type="checkbox"/> Storage Shed(s) # <u>1</u>	<input type="checkbox"/> Window Fan(s) # _____
<input checked="" type="checkbox"/> Draperies/Curtains	<input type="checkbox"/> Hot Tub, Equipment & Cover	<input type="checkbox"/> Storm Doors	<input checked="" type="checkbox"/> Wood Stove
<input type="checkbox"/> Electronic Air Filter	<input type="checkbox"/> Intercom	<input checked="" type="checkbox"/> Storm Windows	
<input checked="" type="checkbox"/> Exhaust Fan(s) # <u>4</u>	<input checked="" type="checkbox"/> Microwave	<input checked="" type="checkbox"/> Stove or Range	

ADDITIONAL INCLUSIONS (SPECIFY): _____

ADDITIONAL EXCLUSIONS (SPECIFY): _____

2. LEASED ITEM(S) INCLUDED:

<input type="checkbox"/> Fuel Tank(s)	<input type="checkbox"/> Other _____
<input type="checkbox"/> Solar Panels	<input type="checkbox"/> Other _____
<input type="checkbox"/> Alarm System	<input type="checkbox"/> Other _____
<input type="checkbox"/> Water Treatment System	<input type="checkbox"/> Other _____

ADDITIONAL TERMS AND/OR INFORMATION REGARDING LEASED ITEM(S): _____

3. UTILITIES: WATER, SEWAGE, HEATING, AND AIR CONDITIONING (check all that apply):

Water Supply	<input type="checkbox"/> Public	<input checked="" type="checkbox"/> Well	
Sewage Disposal	<input type="checkbox"/> Public	<input checked="" type="checkbox"/> Septic	<input type="checkbox"/> Other _____
Heating	<input type="checkbox"/> Gas	<input type="checkbox"/> Electric	<input type="checkbox"/> Oil <input checked="" type="checkbox"/> Heat Pump <input checked="" type="checkbox"/> Other <u>Propane</u>
Hot Water	<input type="checkbox"/> Gas	<input checked="" type="checkbox"/> Electric	<input type="checkbox"/> Oil <input type="checkbox"/> Other _____
Air Conditioning	<input type="checkbox"/> Gas	<input checked="" type="checkbox"/> Electric	<input type="checkbox"/> Other _____

Utility Service Providers: _____

All other terms and conditions of the Contract of Sale remain in full force and effect.

Buyer Signature _____ Date _____

Signed by: John M. Harrigan 6/1/2025
 Seller Signature _____ Date _____

Buyer Signature _____ Date _____

Signed by: Julia W. Harrigan 6/3/2025
 Seller Signature _____ Date _____



MARYLAND RESIDENTIAL PROPERTY DISCLOSURE AND DISCLAIMER STATEMENTProperty Address: **2323 Michael Road, Myersville, MD 21773**Legal Description: **LOT 4 SECT. 1 5.951 ACRES SQUIRREL WOOD****NOTICE TO SELLER AND PURCHASER**

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

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

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 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.

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? 14

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

Water Supply	<input type="checkbox"/> Public	<input checked="" type="checkbox"/> Well	<input type="checkbox"/> Other _____
Sewage Disposal	<input type="checkbox"/> Public	<input checked="" type="checkbox"/> Septic System approved for _____	(# of bedrooms) Other Type
Garbage Disposal	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	
Dishwasher	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	
Heating	<input type="checkbox"/> Oil	<input type="checkbox"/> Natural Gas	<input checked="" type="checkbox"/> Electric <input checked="" type="checkbox"/> Heat Pump Age <u>13</u> <input type="checkbox"/> Other _____
Air Conditioning	<input type="checkbox"/> Oil	<input type="checkbox"/> Natural Gas	<input checked="" type="checkbox"/> Electric <input type="checkbox"/> Heat Pump Age <u>13</u> <input type="checkbox"/> Other _____
Hot Water	<input type="checkbox"/> Oil	<input type="checkbox"/> Natural Gas	<input checked="" type="checkbox"/> Electric Capacity <u>50</u> Age <u>12</u> <input type="checkbox"/> 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: Since leak wall has been sealed with no further leaks. Less than a quart of water came in o

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 2019 ☐ 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? unfinished basemen

Comments: _____

12. Exterior Drainage: Does water stand on the property for more than 24 hours after a heavy rain?

☒ Yes ☐ No ☐ Unknown

Comments: Near parking area

Are gutters and downspouts in good repair? ☒ Yes ☐ No ☐ Unknown

Comments: _____

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

Comments: _____

Any treatments or repairs? ☐ Yes ☒ No ☐ Unknown

Any warranties? ☐ Yes ☒ No ☐ Unknown

Comments: _____

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

If yes, specify below

Comments: _____

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

☒ Yes ☐ No ☐ Unknown

Comments: _____

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

If yes, specify below

Comments: _____

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

Comments: _____

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

Comments: _____

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

☐ Yes ☒ No ☐ Unknown If yes, specify below

Comments: _____

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

☐ Yes ☒ No ☐ Unknown

Comments: _____

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

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

Seller(s)  Signed by: _____ Date 6/26/2025
John M. Harrigan

Seller(s)  Signed by: _____ Date 6/26/2025
Julia W. Harrigan

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

Purchaser _____ Date _____

Purchaser _____ Date _____

MARYLAND RESIDENTIAL PROPERTY DISCLAIMER STATEMENT

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

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

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

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

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

Seller _____ Date _____

John M. Harrigan

Seller _____ Date _____

Julia W. Harrigan

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 _____



**FREDERICK
COUNTY
ASSOCIATION OF
REALTORS®**

FREDERICK COUNTY NOTICES AND DISCLOSURES

This disclosure statement is attached to and hereby made a part of the Contract dated _____ between _____ (Buyers(s)) and **John M. Harrigan, Julia W. Harrigan** (Seller(s)) for the property located in the County of Frederick, State of Maryland, described as **2323 Michael Road, Myersville, MD 21773** (the "Property").

1. **MASTER PLANS AND ZONING ORDINANCES:** Buyers have the right to review any applicable master plans and zoning ordinances, including but not limited to: Frederick Municipal Airport Overlay Zone, Historic Preservation Overlay District, National Register of Historic Places, Livable Frederick Master Plan, Carroll Creek Overlay District, and Monocacy Scenic River Management Plan, or other maps and information relating to planned land uses, roads, highways and the location of parks and other public facilities affecting the property. This information may be found online or at most local, county or state offices such as Parks and Recreation, Planning and Zoning, etc.
2. **FREDERICK COUNTY RIGHT TO FARM ORDINANCE NO. 96-23-175:** FREDERICK COUNTY ALLOWS AGRICULTURAL OPERATIONS (as defined in the Frederick County Right to Farm Ordinance) WITHIN THE COUNTY. Buyer(s) may be subject to inconveniences or discomforts arising from such operations, including but not limited to: noise, odors, fumes, dust, flies, the operation of machinery of any kind during any 24-hour period (including aircraft), vibration, the storage and disposal of manure, and the application by spraying or otherwise of chemical fertilizers, soil amendments, and pesticides. Frederick County has determined that inconveniences or discomforts associated with such agricultural operations shall not be considered to be an interference with reasonable use and enjoyment of land, if such operations are conducted in accordance with generally accepted agricultural management practices. Frederick County has established an Agricultural Reconciliation Committee to assist in the resolution of disputes which might arise between persons in this County regarding whether agricultural operations conducted on agricultural lands are causing an interference with the reasonable use and enjoyment of land or personal well-being and whether those operations are being conducted in accordance with generally accepted agricultural practices. If you have any question concerning this policy or the Reconciliation Committee, please contact the Frederick County Planning Department.
3. **SPECIAL TAXING DISTRICT OR COMMUNITY DEVELOPMENT AUTHORITY (CDA):** The property may be part of a Special Taxing District or Community Development Authority (CDA). There are Special Taxing Districts and CDAs in Frederick County, including but not limited to: Lake Linganore CDA, Urbana CDA, Brunswick Crossing, Lake Linganore-Oakdale CDA, Jefferson Tech Park, and others. For the most accurate and up-to-date information, please contact MuniCap, Inc. at (443) 539-4101.

If this sale is subject to a tax or fee of a Special Taxing District or CDA, State law requires that the seller disclose to the buyer at or before the time the contract is entered into, or within 20 calendar days after entering into the contract, certain information concerning the property being purchased. The content of the information to be disclosed is set forth in §10-704 of the Real Property Article of the Maryland Annotated Code and includes the amount of the current annual tax or fee, the number of years remaining for the tax or fee, and a statement of whether any tax or fee against the property is delinquent.

- The amount of the current annual tax or fee of the Special Taxing District or Community Development Authority on the property is \$_____.
- The number of years remaining for the tax or fee of the Special Taxing District or Community Development Authority on the property is_____.
- Any tax or fee of the Special Taxing District or Community Development Authority against the property ☐ is delinquent or ☐ is not delinquent.

Revised 06/01/2025

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Page 1 of 2

- 4. NOTICE ON ZONES OF DEWATERING INFLUENCE:** The property may be located in a “Zone of Dewatering Influence.” Such a zone is defined under Maryland law as the area surrounding a surface pit mine in “karst” terrain (limestone and carbonate rock containing closed depressions, sinkholes, caverns, cavities, and underground channels), where groundwater has been depleted through pumping activities in the subject mine. Dewatering of karst terrain may result in gradual caving in or sinking of the surface of the land. Dewatering may also result in declining ground water levels, which may affect the yield of wells on a property. The Maryland Department of the Environment (MDE) is required to provide on its website for use by the public a searchable map of established zones of dewatering influence. The MDE website can be accessed at <https://mde.maryland.gov/programs/LAND/mining/Pages/mapping.aspx>

A PURCHASER OF REAL PROPERTY LOCATED IN BALTIMORE COUNTY, CARROLL COUNTY, FREDERICK COUNTY, OR WASHINGTON COUNTY IS ADVISED TO CONTACT THE MARYLAND DEPARTMENT OF THE ENVIRONMENT TO DETERMINE WHETHER THE REAL PROPERTY FOR PURCHASE IS LOCATED WITHIN A ZONE OF DEWATERING INFLUENCE. MARYLAND LAW PROVIDES CERTAIN REMEDIES FOR PROPERTY IMPACTED BY DEWATERING.

5. MARYLAND PIEDMONT RELIABILITY PROJECT ELECTRIC POWER LINE -- This disclosure pertains to properties in Baltimore, Carroll, and Frederick Counties.

The Maryland Piedmont Reliability Project (“Project”) is a *PROPOSED* 500 KV electric power line transmission system expected to cross BALTIMORE, CARROLL, AND FREDERICK COUNTIES. If this property is located in Baltimore, Carroll, or Frederick County, it is strongly advised you obtain further information from the websites below to determine whether the proposed transmission line will affect the property directly or indirectly.

Project website:

<https://corporate.pseg.com/aboutpseg/companyinformation/thepsegfamilyofcompanies/psegrenewabletransmission/mprp>

Maryland Public Service Commission website: <https://www.psc.state.md.us/>

Signed by: 6/30/2025

 SELLER **John M. Harrigan** DATE

 BUYER DATE

Signed by: 6/29/2025

 SELLER **Julia W. Harrigan** DATE

 BUYER DATE





GENERAL ADDENDUM

Special provisions attached to and hereby made a part thereof, the Contract dated _____
 on Lot 4, Block _____, Subdivision SQUIRREL WOOD,
2323 Michael Road, Myersville, MD 21773,
 located in FREDERICK County, Maryland between
 (Purchasers) _____
 and (Sellers) John M. Harrigan Julia W. Harrigan

ALL PARTIES UNDERSTAND AND AGREE THAT THE BUYER WILL HAVE THEIR LENDER ORDER THE
APPRAISAL FOR THE ABOVE MENTIONED PROPERTY WITHIN 10 DAYS OF CONTRACT
RATIFICATION WITH CONFIRMATION SENT BY EMAIL TO THE LISTING AGENT AT THE FOLLOWING EMAIL
ADDRESS: BOBBIPRESCOTT@GMAIL.COM

Signed by: [Signature]
 Seller DBF534CCD54D3...
 Signed by: [Signature]
 Seller 9A4B591D230F4DD...
 6/1/2025
 Date _____

 Purchaser

 Purchaser

 Date _____



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

ADDENDUM dated _____ to the Contract of Sale
 between Buyer John M. Harrigan and Seller Julia W. Harrigan
 known as 2323 Michael Road, Myersville, MD 21773 for Property

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

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

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

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

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

OR

- (B) A written disclaimer statement providing that:

- (i) Except for latent defects of which the seller has actual knowledge, the seller makes no representations or warranties as to the condition of the real property or any improvements on the real property; and
- (ii) The buyer will be receiving the real property "as is," with all defects, including latent defects, that may exist, except as otherwise provided in the contract of sale of the property.



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

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

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

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

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

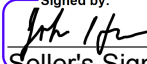
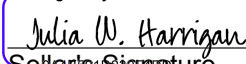
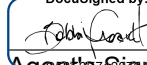
Your rights as a buyer under Section 10-702 may not be waived in the contract and any attempted waiver is void. Your rights as the buyer to terminate the contract under Section 10-702 are waived conclusively if not exercised before:

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

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

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

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

_____ Buyer's Signature	_____ Date	Signed by:  _____ Seller's Signature	6/1/2025 _____ Date
_____ Buyer's Signature	_____ Date	Signed by:  _____ Seller's Signature	6/3/2025 _____ Date
_____ Agent's Signature	_____ Date	DocuSigned by:  _____ Agent's Signature Bobbi Prescott	5/28/2025 _____ Date

MLS Errors

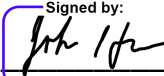
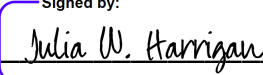
Disclosure Statement

All Parties related to the sale of this property understand and accept that the MLS system used to relay pertinent information to others regarding this property may contain errors and inadvertent inaccuracies.

Information contained within an MLS data source should be considered a SECOND SOURCE of information which could have been pulled from inaccurate public records and other sources. It is the Buyer(s) & Seller(s) responsibility to ensure accuracy of all information contained within. MLS information is general in nature and indeed not a guarantee of 100% accuracy.

As a Seller, you acknowledge that you have reviewed the MLS printout prior to entering a sales/purchase contract with any Buyer and all information is to the best of your knowledge.

As a Buyer, you acknowledge that you have reviewed the MLS printout prior to entering into a purchase agreement with the Seller. You understand information contained within the MLS printout could contain errors and inadvertent inaccuracies.

Buyer _____	Date _____	Seller 	Date <u>6/1/2025</u>
		<small>Signed by:</small>	
		<small>37DBF534CCD54D3...</small>	
Buyer _____	Date _____	Seller 	Date <u>6/3/2025</u>
		<small>Signed by:</small>	
		<small>9A4B591D230F4DD...</small>	

Property Address 2323 Michael Road, Myersville, MD 21773





STATE OF MARYLAND
REAL ESTATE COMMISSION

Consent for Dual Agency

(In this form, the word "seller" includes "landlord"; "buyer" includes "tenant"; and "purchase" or "sale" includes "lease")

When Dual Agency May Occur

The possibility of Dual Agency arises when:

- 1) The buyer is interested in a property listed by a real estate broker; and
- 2) The seller's agent and the buyer's agent are affiliated with the same real estate broker.

Important Considerations Before Making a Decision About Dual Agency

A broker or broker's designee, acting as a dual agent does not exclusively represent either the seller or buyer; there may be a conflict of interest because the interests of the seller and buyer may be different or adverse. As a dual agent, the real estate broker does not owe undivided loyalty to either the seller or buyer.

Before the buyer and seller can proceed to be represented by a broker acting as a dual agent, they must both sign Consent for Dual Agency. If the buyer has previously signed Consent for Dual Agency, the buyer must **affirm** the buyer's consent for the purchase of a particular property before an offer to purchase is presented to the seller. If the seller has previously signed Consent for Dual Agency, the seller must **affirm** the seller's consent for the sale of the property to a particular buyer before accepting an offer to purchase the property. The **affirmation** is contained on Page 2 of this form.

Your Choices Concerning Dual Agency

In a possible dual agency situation, the buyer and seller have the following options:

1. **Consent in writing to dual agency.** If all parties consent in writing, the real estate broker or the broker's designee (the "dual agent") shall assign one real estate agent affiliated with the broker to represent the seller (the seller's "intra-company agent") and another agent affiliated with the broker to represent the buyer (the buyer's "intra-company agent"). Intra-company agents are required to provide the same services to their clients that agents provide in transactions not involving dual agency, including advising their clients as to price and negotiation strategy.
2. **Refuse to consent to dual agency.** If either party refuses to consent in writing to dual agency, the real estate broker must terminate the brokerage relationship for that particular property with the buyer, the seller, or both. If the seller terminates the brokerage agreement, the seller must then either represent him or herself or arrange to be represented by another real estate company. If the buyer terminates the brokerage agreement, the buyer may choose not to be represented but simply to receive assistance from the seller's agent, from another agent in that company, or from a subagent from another company. Alternatively, the buyer may choose to enter into a written buyer agency agreement with a different broker/company.

Duties of a Dual Agent and Intra-Company Agent

Like other agents, unless the client gives consent to disclose the information, dual agents and intra-company agents must keep confidential information about a client's bargaining position or motivations. For example, without written consent of the client, a dual agent or intra-company agent may not disclose to the other party, or the other party's agent:

- 1) Anything the client asks to be kept confidential; *
- 2) That the seller would accept a lower price or other terms;
- 3) That the buyer would accept a higher price or other terms;
- 4) The reasons why a party wants to sell or buy, or that a party needs to sell or buy quickly; or
- 5) Anything that relates to the negotiating strategy of a party.

*** Dual agents and intra-company agents must disclose material facts about a property to all parties.**

How Dual Agents Are Paid

Only the broker receives compensation on the sale of a property listed by that broker.

If a financial bonus is offered to an agent who sells property that is listed with his/her broker, this fact must be disclosed in writing to both the buyer and seller.

Consent for Dual Agency

I have read the above information, and I understand the terms of the dual agency. I understand that I do not have to consent to a dual agency and that if I **refuse** to consent, there will not be a dual agency; and that I may withdraw the consent at any time upon notice to the dual agent. I hereby **consent** to have

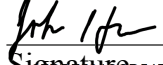
RE/MAX Results

(Firm Name)

act as a Dual Agent for me as the

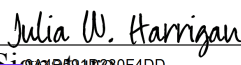
☒ **Seller** in the sale of the property at: 2323 Michael Road, Myersville, MD 21773

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

Signed by:

Signature

6/1/2025

Date

Signed by:

Signature

6/3/2025

Date

AFFIRMATION OF PRIOR CONSENT TO DUAL AGENCY

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

Property Address

Signature

Date

Signature

Date

The undersigned **Seller(s)** hereby affirm(s) consent to dual agency for the Buyer(s) identified below:

Name(s) of Buyer(s)

Signature

Date

Signature

Date



NOTIFICATION OF DUAL AGENCY WITHIN A TEAM

Under Maryland law, a team that provides real estate brokerage services must consist of two or more associate brokers or salespersons, or a combination of the two, who:

1. work together on a regular basis;
2. represent themselves to the public as being part of one entity; and
3. Designate themselves by a collective name such as "team" or "group."

The team operates within a brokerage, and team members are supervised by a team leader as well as by the broker, and, if they work in a brokerage branch office, by the branch office manager.

The law permits one member of a team to represent the buyer and one member to represent the seller in the same transaction only if certain conditions are met. If both parties agree, the **broker** of the real estate brokerage with which the salespersons or associate brokers are affiliated or the **broker's designee** (the "dual agent") shall designate one team member as the intra-company agent for the buyer and another team member as the intra-company agent for the seller. No one else may make that designation.

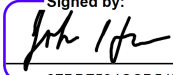
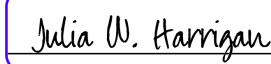
The law also requires that the buyer and seller each be notified in writing that the two agents are members of the same team, and that the team could have a financial interest in the outcome of the transaction in addition to any financial benefit obtained by selling one of the broker's own listings. THIS CONSTITUTES YOUR NOTICE OF THOSE FACTS.

Dual agency may occur only if both parties consent to it, and sign the Consent for Dual Agency form prescribed by the Real Estate Commission. If you have concerns or questions about being represented by a team member when another team member represents the other party, you should address these to the broker or branch office manager before signing the Consent form.

This form must be presented to the buyer and seller at the time the real estate licensee presents the disclosure of agency relationships. For the seller, that should occur no later than when the seller signs the listing agreement. For the buyer, that should occur no later than the initial scheduled showing of the property, subject of this transaction.

ACKNOWLEDGMENT OF RECEIPT OF NOTICE

I/we acknowledge receipt of the Notification of Dual Agency within a Team.

<p>Signed by: <u></u></p> <p>37DBF534CCD54D3...</p> <p>Signed by: <u></u></p> <p>9A4B591D230F4DD...</p>	<p>6/1/2025</p> <p>DATE: _____</p> <p>6/3/2025</p> <p>DATE: _____</p>
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This form is intended for use by members only.



BROKER AFFILIATED BUSINESS ARRANGEMENT DISCLOSURE STATEMENT**(Non-Virginia)**

John M. Harrigan

Julia W. Harrigan

To (Client's Name(s)): _____



Property Address: 2323 Michael Road, Myersville, MD 21773

Street

City

State

Zip

From: RE/MAX Results ("Broker")

This is to give you notice that RE/MAX Results has business relationships (e.g. direct or indirect ownership interests, joint ventures and/or office leases) with the following mortgage, title, closing, and other service providers: fifty percent ownership in Motto Mortgage Premium, no more than twelve percent ownership in Catoctin Title Partners, LLC, and Community Title Network, LLC, an independently owned settlement company. Because of these relationships, this referral may provide Broker a financial or other benefit.

Set forth below is the estimated charge or range of charges for the settlement services listed. You are **NOT** required to use the listed providers as a condition for purchase, sale, or refinance of the subject property. **THERE ARE FREQUENTLY OTHER SETTLEMENT SERVICE PROVIDERS AVAILABLE WITH SIMILAR SERVICES. YOU ARE FREE TO SHOP AROUND TO DETERMINE THAT YOU ARE RECEIVING THE BEST SERVICES AND THE BEST RATE FOR THESE SERVICES.**

LENDER CHARGES

MOTTO MORTGAGE PREMIUM charges fees which may include discount points and/or lender origination charges. The charges and fees will depend on the loan product and interest rate you choose and may be expressed as a flat fee or a percentage of the loan amount. Estimated ranges for these charges are provided below. Please consult with your lender for a list of applicable charges.

Motto Mortgage Premium Mortgage Brokerage Services 0% to 2.75%

TITLE INSURANCE CHARGES**Title Insurance Fees provided by Catoctin Title Partners, LLC:**

Owner's Title Insurance Policy: Estimated charges for Enhanced Coverage calculated per Thousand Dollars (per \$1,000) of sales price as follows:

Maryland

First \$250,000	\$ 6.15
\$250,001-\$500,000	\$ 5.25
\$500,001-\$1,000,000	\$ 4.50
\$1,000,001- \$5,000,000	\$ 3.55

Additional charges

Simultaneous issue of Lenders' Title Insurance Policy is \$200.00 per Loan Policy

Insured Closing Protection Letter is \$ 45.00 per Loan Policy.

Estimated owners' title insurance premiums (per \$1,000 of sales price) are provided above for "enhanced" coverage. Other options may be available, including less comprehensive "standard" coverage and a "reissue rate," which could reduce your charges

Settlement Fees provided by Community Title Network, LLC:

Buyer Settlement Fees: \$800- \$1,100 Seller Settlement Fees: \$450 -\$850

Additional service fees charged by 3rd party vendors for Title Abstracts generally range from \$110-\$300 and for Location Surveys generally range from \$250- \$600.

ACKNOWLEDGMENT

I/we have read this disclosure form, and understand that RE/MAX Results is referring me/us to purchase the above-described settlement service(s) and may receive a financial or other benefit as the result of this referral.

Signed by:

6/1/2025

Signature

Date

Signed by:

6/3/2025

Signature

Date



EQUAL HOUSING
OPPORTUNITY

From: RE/MAX Results ("Broker")

1/2023