



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 10/24/2024 ■ ADDENDUM to Contract of Sale dated between Buyer and Seller The Kenneth Bruce Clay, Jr. and Deborah Lynn Clay Revocable Joint Trust Agreement dated August 21, 2018 for Property known as 14836 Carroll Road, Phoenix, MD 21131

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.

- Checkboxes for various items: Alarm System, Ceiling Fan(s), Central Vacuum, Clothes Dryer, Clothes Washer, Cooktop, Dishwasher, Drapery/Curtain Rods, Draperies/Curtains, Electronic Air Filter, Exhaust Fan(s), Exist. W/W Carpet, Fireplace Screens/Doors, Fireplace Equipment, Freezer, Furnace Humidifier, Garage Opener(s), Garage remote(s), Hot Tub, Equipment & Cover, Intercom, Microwave, Playground Equipment, Pool, Equipment & Cover, Refrigerator(s), w/ Ice Maker(s), Satellite Dish, Screens, Shades/Blinds, Storage Shed(s), Storm Doors, Storm Windows, Stove or Range, TV Antenna, Trash Compactor, Wall Mount TV Brackets, Wall Oven(s), Water Filter, Water Softener, Window A/C Unit(s), Window Fan(s), Wood Stove.

ADDITIONAL INCLUSIONS (SPECIFY): 2 @ commercial dehumidifiers with full price offer.

ADDITIONAL EXCLUSIONS (SPECIFY):

2. LEASED ITEM(S) INCLUDED:

- Checkboxes for leased items: Fuel Tank(s), Solar Panels, Alarm System, Water Treatment System, Other.

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

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

- Utilities checklist: Water Supply, Sewage Disposal, Heating, Hot Water, Air Conditioning, Public, Well, Septic, Gas, Electric, Oil, Heat Pump, Other.

Utility Service Providers:

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

Buyer Signature, Date, Seller Signature, Date (signed by Kenneth B. Clay, Jr., Trustee and Deborah L. Clay, Trustee) 10/31/2024, 11/1/2024

GENERAL ADDENDUM TO CONTRACT OF SALE

FOR USE WITH THE MARYLAND ASSOCIATION OF REALTORS® RESIDENTIAL CONTRACT OF SALE FORM

Addendum dated _____ to Contract of Sale (the "Contract") dated _____

Buyer(s): _____

Seller(s): The Kenneth Bruce Clay, Jr. and Deborah Lynn Clay Revocable Joint Trust Agreement dated August 21, 2018

Property: 14836 Carroll Road, Phoenix, MD 21131

1. LEGAL REQUIREMENT: A Contract for the sale of real property is required to be in writing to be enforceable under the laws of the State of Maryland. Once signed by the parties, the Contract becomes a legally binding agreement. The original terms of the Contract can only be altered thereafter with the agreement of the parties expressed in writing. All parties have the right to be represented by an attorney and are encouraged to seek competent advice if they do not understand any term(s) of the Contract. The broker/agent is required to promptly submit all written Contract offers to the Seller.

2. INTENDED USE: The use of a particular property may be limited or restricted as a result of zoning laws, local ordinances and/or restrictive covenants applicable to the property. The Contract of Sale form provided by the broker/agent is designed and intended for use only in the purchase and sale of single-family residences or unimproved residential property. If Buyer intends to use a property for any other purpose, the standard Contract of Sale form may not adequately serve to protect Buyer's interests without the addition of an appropriate clause or addendum conditioning the Contract offer upon a determination that Buyer's intended use of the Property will be permitted.

3. COVENANTS AND RESTRICTIONS: A majority of homes, whether new or re-sale, located in a subdivision are subject to certain restrictions applicable to the use of the Property as well as the construction of certain improvements to the Property referred to as covenants. In the case of Property subject to a Homeowners Association or Condominium Association, the covenants are contained in a Declaration of Covenants and Restrictions as well as the Bylaws of the Association. However, other properties may be subject to covenants as part of a voluntary Community Association or even with no association. **Seller Acknowledges:**

The property ____ / ____ **IS** or ^{initial} KBCJ / ^{initial} DLC **IS NOT** part of a recorded subdivision with restrictive covenants.

The property ____ / ____ **IS** or ^{initial} KBCJ / ^{initial} DLC **IS NOT** part of a voluntary Community Association.

The Seller is unaware of the property as being part of any restrictive covenants or voluntary community associations. ^{initial} KBCJ / ^{initial} DLC Seller Initials

Current voluntary fees or assessments for the community association are \$ _____

Annually/ Quarterly/ Monthly (check one)

Name of Association _____

Address _____

Contact _____ Phone _____ Email _____

4. PRIVATE AGREEMENTS: Some Property may be subject to agreements, covenants or restrictions relating to the cost of certain maintenance items, restricting the use of properties or dealing with other matters. For example, properties sharing a driveway are often subject to such agreements. These private agreements do not fall within the required disclosures of HOA or condominium laws and may or may not be recorded. Buyer should make inquiries of Seller prior to or at the time of contract.

5. EQUAL HOUSING OPPORTUNITY: A REALTOR is required by federal, state and local law, and the Code of Ethics of the National Association of REALTORS to treat all parties in a non-discriminatory manner without regard to race, color, religion, sex, familial status, national origin, marital status, sexual orientation, gender identity, disability, source of income, or other protected classifications under Fair Housing Laws.

6. SETTLEMENT: All persons to be in title and/or responsible where a mortgage is to be created should be present at the time of settlement and may be required to provide proper identification. Buyer should establish gas, electric and water service in Buyer's name commencing the day of settlement. Buyer should be prepared at the time of settlement to pay the settlement costs and the balance due under the Contract. Buyer must provide for amounts to be paid at settlement in acceptable form (cash, wired funds, bank check or certified check) to meet title company guidelines. In some cases, Seller may be required to provide funds in excess of any sales proceeds in order for settlement to occur, in which event, Seller also should be prepared to make payment in an approved form. Any party uncertain of the amount required at settlement, or approved methods to pay, should make inquiry of the title company or settlement attorney prior to settlement.

7. MORTGAGE REQUIREMENTS: Buyer acknowledges that, as a condition of obtaining a mortgage loan, lenders may require proof of hazard insurance coverage and may also require flood insurance coverage. Depending upon the type of mortgage applied for by Buyer, lenders may require certain certifications that relate to a Property or require inspections/appraisals that certify that a Property is free of specific hazards or conditions.

8. BWI AIRPORT NOTICE: Some properties may be located in the Baltimore/Washington International Airport Noise Zone. A Buyer desiring to obtain a copy of Noise Zone Maps may do so by calling the Office of Noise, Real Estate and Land Use Compatibility at 410-859-7375 or visit <https://marylandaviation.com/environmental/bwi-marshall-noise-zone/> for more information. Information regarding the location of other airports and their operations may be obtained by calling the local zoning office for the area in which the Property is located.

9. ENVIRONMENTAL CONSIDERATIONS; HAZARDOUS MATERIALS: There are many hazardous materials that could affect a Property. The Brokers and their agents will generally have no knowledge of these hazardous materials and do not have the technical expertise to ascertain or advise you of the presence or significance of these hazardous materials. Buyer has the right to request, as a condition of an offer and, subject to acceptance by the Seller, the employment of a specialist of Buyer's choice to provide an analysis of hazardous materials which may be present.

Hazardous materials inside a property can include, but are not limited to, fire retardant treated plywood (FRT) , asbestos, aluminum wiring, radon, polybutylene pipe (PB), lead paint, petroleum products, lawn and garden chemicals and indoor air pollutants that can accumulate. Hazardous materials outside the home can include, but are limited to, those found in contaminated land, water, landfills and other disposal sites, industrial air and water emissions, radiation from high tension wires, and those which may be present in underground storage tanks.

Generally, additional information pertaining to these materials is available from the Maryland Department of the Environment (MDE) at (410) 537-3000.

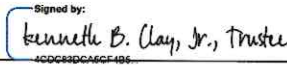
Additional information regarding FRT plywood is available from the National Association of Homebuilders at (800) 368-5242.


Additional information regarding Radon can be found at <https://mde.maryland.gov/programs/air/radiologicalhealth/pages/radon.aspx> or buyer can contact the Center for Radiological Health at the MDE at (410) 537-3000 for further information on radon.

Additional information regarding asbestos can be found at <https://mde.maryland.gov/programs/air/asbestos/pages/factsaboutasbestos.aspxv> or buyer can contact the MDE at (410) 537-3000 for further information on asbestos.

Date _____ Buyer _____

Date _____ Buyer _____

Date 10/31/2024 Seller  Signed by: Kenneth B. Clay, Jr., Trustee

Date 11/1/2024 Seller  Signed by: Deborah L. Clay, Trustee

This form has been prepared for the sole use of the following Boards/Associations of REALTORS® and their members. Each Board/Association, including its members and employees, assumes no responsibility if this form fails to protect the interests of any party. Each party should seek its own legal, tax, financial and other advice.

The Greater Baltimore Board of REALTORS®, Inc.

Harford County Association of REALTORS®, Inc.

Carroll County Association of REALTORS®, Inc.

Howard County Association of REALTORS®, Inc.

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BALTIMORE COUNTY NOTICES AND DISCLOSURES ADDENDUM
(For use with Maryland Association of REALTORS® Residential Contract of Sale)

BUYER: _____

SELLER: The Kenneth Bruce Clay, Jr. and Deborah Lynn Clay Revocable Joint Trust Agreement dated August 21, 2018

PROPERTY: 14836 Carro11 Road, Phoenix, MD 21131

1. **MASTER PLAN:** Buyer is hereby advised that the Property, or the area in which the Property is located, may be affected by provisions of the current Baltimore County Master Plan. You may wish to review the Master Plan. To become fully informed of current and future land use plans, facilities plans, public works plans or school plans, you should consult the appropriate Baltimore County agency for information regarding such plans. For further information, contact Baltimore County Office of Planning at 410-887-3211, 401 Bosley Avenue, Suite 406, Towson, Maryland, 21204.

<https://www.baltimorecountymd.gov/Agencies/planning/masterplanning/masterplan2020download.html>

Buyer acknowledges that Seller has informed Buyer that (a) the Property may be affected by provisions of the Master Plan and that Buyer may wish to review the Master Plan, and (b) in order to become fully informed of current and future land use plans, facilities plans, public works plans, school plans, or other plans affecting the Property or locality, Buyer should consult the appropriate state, Baltimore County or other authorities for information regarding such plans.

Buyer's Signature _____ Buyer's Signature _____

2. **DEVELOPMENT PLAN:** Buyer is hereby advised that the Property, or the area in which the Property is located, may be affected by the provisions of a development plan. To become fully informed of any current development plan affecting the Property, and in order to have an opportunity to review such development plan, Buyer should contact the appropriate Baltimore agency. For further information, contact Baltimore County Department of Permits and Development Management at 410-887-3353, 111 W. Chesapeake Avenue, Towson, Maryland, 21204.

https://www.baltimorecountymd.gov/departments/permits/pdm_devmanage

3. **PANHANDLE LOTS:** Buyer is hereby advised that if the Property is a panhandle lot (as defined in Section 32-4-101 of the Baltimore County Code), the County is not responsible for maintaining the road, removing snow, or providing trash collection along the panhandle driveway. For further information, contact Baltimore County Department of Permits and Development Management at 410-887-3353, 111 W. Chesapeake Avenue, Towson, Maryland, 21204.

https://www.baltimorecountymd.gov/departments/permits/pdm_devmanage/

4. **AGRICULTURAL OPERATIONS:** If the Property is located in, or within five hundred feet (500') of an R.C. 4 zone, Buyer is hereby advised that the Property may be subject to inconvenience or discomforts arising from agricultural operations, including, but not limited to: operation of machinery of any kind (including aircraft) during any 24-hour period; the storage and disposal of manure; and the application by spraying or otherwise of chemical fertilizers, soil amendments, herbicides and pesticides. Baltimore County shall not consider an agricultural operation to be a public or private nuisance if the operation complies with all federal, state or county health and zoning requirements and is not being conducted in a negligent manner. For further information, contact Baltimore County Department of Permits & Development Management at 410-887-3353, 111 W. Chesapeake Avenue, Towson, Maryland, 21204.

https://www.baltimorecountymd.gov/departments/permits/pdm_devmanage/

5. **BALTIMORE COUNTY TRANSFER TAX EXEMPTION FOR OWNER-OCCUPIED RESIDENTIAL PROPERTY:** Buyer and Seller are hereby advised that the Baltimore County Transfer Tax does not apply to the first Twenty-Two Thousand Dollars (\$22,000.00) of consideration payable for residentially improved owner-occupied real property. Under Baltimore law, the Buyer will receive the full benefit of this exemption, unless the Seller pays all Baltimore County transfer taxes, in which case the Seller will receive the benefit. **(initial)** _____ Seller agrees to pay all Baltimore County transfer taxes.

6. **NOTICE TO BUYER - SEWER AND/OR WATER SUPPLY:** Seller hereby discloses that the Property is _____ or is not _____ served by a public water supply and is _____ or is not _____ served by a public sewer system.

PROPERTY 14836 Carroll Road, Phoenix, MD 21131

7. **PUBLIC WATER OR SEWER FACILITIES; NOTICE TO BUYERS OF REAL ESTATE IN BALTIMORE COUNTY:**

The Property is subject to a fee or assessment charged under the authority granted to developer pursuant to Section 32-4-310 of the Baltimore County Code, which purports to cover or defray the cost of installing all or part of the public water or sewer facilities constructed by the developer of the subdivision known as _____. This fee or assessment is \$ _____, payable annually in the month of _____ to _____ (hereinafter called "lienholder") until _____. There may be a right of prepayment or discount for early payment which may be ascertained by contacting the lienholder. The fee and assessment is a contractual obligation between the lienholder and each owner of the Property, that runs with the land, and is not in any way, a fee or assessment of Baltimore County.

8. **NOTICE TO BUYER: PRIVATE WATER SUPPLY/WELL:** (a) If the Property is served by, or intended to be serviced by, a private water supply, attach separate Baltimore County Well Water Notice and Addendum (GBBR form 1451).

(b) **ELEVATED LEVELS OF NATURALLY OCCURRING RADIUM:** Buyer is notified that Baltimore County Department of Environmental Protection and Resource Management has advised that, as a result of a water quality survey, elevated levels of naturally occurring radium and uranium have been found in some wells located in the Baltimore Gneiss formation. Properties serviced by public water are not impacted. Property Owners in the affected area will be required to test new and replacement wells and, if applicable, install a treatment system (water softener or reverse osmosis), prior to being granted a Certificate of Potability and putting the well into use. There are no regulations that require private owners of existing private wells to meet US EPA drinking water standards for radioactivity. Buyer of property served by private water supply will be provided with the brochure entitled "Radionuclides & Your Well Water: A Homeowner's Guide." For a copy of a general map of Baltimore County showing the potentially affected areas or for further information, Buyer should contact the Baltimore County Department of Environmental Protection and Sustainability at 410-887-2762.

<https://www.baltimorecountymd.gov/departments/environment/groundwatermgmt/educational.html>

Buyer to initial:

_____ If property is served by private water supply, Buyer acknowledges receipt of the brochure entitled "Radionuclides & Your Well Water: A Homeowner's Guide"

9. **NOTICE TO BUYER - HOUSE PHYSICALLY REMOVED FROM FLOOD PLAINS:** Seller hereby discloses to Buyer that the house, building or structure which is the subject of the Contract, _____ has or has not _____ (Seller to initial applicable provision) been physically removed from a 100-year flood plain located in Baltimore County.

10. **HISTORIC OR LANDMARK PROPERTY:** Seller hereby discloses to Buyer that the Property is _____ or is not _____ (Seller to initial applicable provision) located within a historic district under the Baltimore County Code or does _____ or does not _____ (Seller to initial applicable provision) appear on the Baltimore County preliminary landmarks list or final landmarks list. **Buyer acknowledges that if the Property is located within a historic district or appears on either the Baltimore County preliminary or final landmarks list, Buyer's use of the Property shall be subject to the provision of the Baltimore County Code. For further information, contact the Baltimore County Office of Planning at (410) 887-3211, 401 Bosley Avenue, Suite 406, Towson, Maryland 21204.**

https://www.baltimorecountymd.gov/departments/planning/historic_preservation/designating_properties.html

Property is on the Maryland Inventory of Historic Properties. See attached BA-538.

Initial Initial
kBCJ DUCT

11. RENTAL HOUSING LICENSE -BALTIMORE COUNTY:

- (A) In Baltimore County, all buildings or a portion of a building that contain one to six dwelling units intended or designated as rental units must register and be licensed with Baltimore County on or before January 1, 2009.
- (B) A person who owns and rents a dwelling unit or a portion of a dwelling unit without a license may be subject to the denial, suspension, revocation or non-renewal of the license and/or civil penalties of \$25 per day for each day a violation occurs and \$200 per day for each day a correction notice is not complied with, and there will be a \$1,000 fine for not complying with the Rental Registration Law.
- (C) In the event a rental dwelling located in Baltimore County is sold or a change of ownership of the dwelling occurs, the new property owner is required to notify the Baltimore County Department of Permits and Development Management of the change of ownership.

<https://www.baltimorecountymd.gov/departments/permits/rentalregistration/index.html>

12. 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 that, partially or completely, may capture surface streams), 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 <http://www.mde.maryland.gov>.

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.

BUYER

DATE

BUYER

DATE

Signed by:
Kenneth B. Clay, Jr., Trustee

10/31/2024

SELLER

DATE

Signed by:
Deborah L. Clay, Trustee

11/1/2024

SELLER

DATE

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**The Greater Baltimore Board of REALTORS®, Inc.
Carroll County Association of REALTORS®, Inc.**

**Harford County Association of REALTORS®, Inc.
Howard County Association of REALTORS®, Inc.**

FORM 1600 (REV. 09/2021) ©2021 The Greater Baltimore Board of REALTORS®, Inc.





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

Property Address: 14836 Carroll Road, Phoenix, MD 21131

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

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

Seller's/Landlord's Disclosure

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

Buyer's/Tenant's Acknowledgment (initial)

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

Agent's Acknowledgment (initial)

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

Certification of Accuracy

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

Table with 4 columns: Party Name, Date, Buyer/Tenant, Date. Rows include Bennett B. Clay, Jr., Trustee (10/31/2024), Deborah L. Clay, Trustee (11/1/2024), and Jonathan Schmitt, Broker (10/24/2024).



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 _____ and Seller The Kenneth Bruce Clay, Jr. and Deborah Lynn Clay Revocable Joint Trust Agreement dated August 21, 2018 for Property known as 14836 Carroll Road, Phoenix, MD 21131.

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.

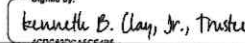
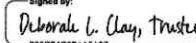
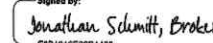
Your rights as a buyer under Section 10-702 may not be waived in the contract and any attempted waiver is void. Your rights as the buyer to terminate the contract under Section 10-702 are waived conclusively if not exercised before:

- (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	<div style="display: flex; justify-content: space-between;"> <div style="text-align: center;"> <small>Signed by:</small>  <small>Kenneth B. Clay, Jr., Trustee</small> </div> <div style="text-align: right;"> 10/31/2024 </div> </div>	Date
Buyer's Signature	Date	<div style="display: flex; justify-content: space-between;"> <div style="text-align: center;"> <small>Signed by:</small>  <small>Deborah L. Clay, Trustee</small> </div> <div style="text-align: right;"> 11/1/2024 </div> </div>	Date
Agent's Signature	Date	<div style="display: flex; justify-content: space-between;"> <div style="text-align: center;"> <small>Signed by:</small>  <small>Jonathan Schmitt, Broker</small> </div> <div style="text-align: right;"> 10/24/2024 </div> </div>	Date

MARYLAND RESIDENTIAL PROPERTY DISCLOSURE AND DISCLAIMER STATEMENT

Property Address: 14836 Carroll Road, Phoenix, MD 21131

Legal Description:

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? _____

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

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

Please indicate your actual knowledge with respect to the following:

1. Foundation: Any settlement or other problems? Yes No Unknown

Comments: _____

2. Basement: Any leaks or evidence of moisture? Yes No Unknown Does Not Apply

Comments: _____

3. Roof: Any leaks or evidence of moisture? Yes No Unknown

Type of Roof: _____ Age _____

Comments: _____

Is there any existing fire retardant treated plywood? Yes No Unknown

Comments: _____

4. Other Structural Systems, including exterior walls and floors:

Comments: _____

Any defects (structural or otherwise)? Yes No Unknown

Comments: _____

5. Plumbing system: Is the system in operating condition? Yes No Unknown

Comments: _____

6. Heating Systems: Is heat supplied to all finished rooms? Yes No Unknown

Comments: _____

Is the system in operating condition? Yes No Unknown

Comments: _____

7. Air Conditioning System: Is cooling supplied to all finished rooms? Yes No Unknown Does Not Apply

Comments: _____

Is the system in operating condition? Yes No Unknown Does Not Apply

Comments: _____

8. Electric Systems: Are there any problems with electrical fuses, circuit breakers, outlets or wiring?

Yes No Unknown

Comments: _____

8A. Will the smoke alarms provide an alarm in the event of a power outage? Yes No

Are the smoke alarms over 10 years old? Yes No

If the smoke alarms are battery operated, are they sealed, tamper resistant units incorporating a silence/hush button, which use long-life batteries as required in all Maryland Homes by 2018? Yes No

Comments: _____

9. Septic Systems: Is the septic system functioning properly? Yes No Unknown Does Not Apply

When was the system last pumped? Date _____ Unknown

Comments: _____

10. Water Supply: Any problem with water supply? Yes No Unknown

Comments: _____

Home water treatment system: Yes No Unknown

Comments: _____

Fire sprinkler system: Yes No Unknown Does Not Apply

Comments: _____

Are the systems in operating condition? Yes No Unknown

Comments: _____

11. Insulation:

In exterior walls? Yes No Unknown

In ceiling/attic? Yes No Unknown

In any other areas? Yes No Where? _____

Comments: _____

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

Yes No Unknown

Comments: _____

Are gutters and downspouts in good repair? Yes No Unknown

Comments: _____

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

Comments: _____

Any treatments or repairs? Yes No Unknown

Any warranties? Yes No Unknown

Comments: _____

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

If yes, specify below

Comments: _____

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

Yes No Unknown

Comments: _____

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

If yes, specify below

Comments: _____

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

Comments: _____

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

Comments: _____

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

Yes No Unknown If yes, specify below

Comments: _____

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

Yes No Unknown

Comments: _____

NOTE: 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) _____ Date _____

Seller(s) _____ Date _____

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

Purchaser _____ Date _____

Purchaser _____ Date _____

MARYLAND RESIDENTIAL PROPERTY DISCLAIMER STATEMENT

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

Except for the latent defects listed below, the undersigned 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:

Be advised that stacked stone foundation walls in the basements may be susceptible to leaking, during periods of heavy rainfall. The characteristics of stone, combined with potential gaps and joints in the construction, can lead to water infiltration. While the basement is equipped with an electric sump pump and a gravity drain to help manage excess water, it is still advisable to use care when storing items in these areas, especially those that could be damaged by water.

Seller Signed by: Kenneth B. Clay, Jr., Trustee Date 11/1/2024

Seller Signed by: Deborah L. Clay, Trustee Date 11/1/2024

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 _____



**MARYLAND NON-RESIDENT SELLER
TRANSFER WITHHOLDING TAX ADDENDUM**

ADDENDUM dated _____ to Contract of Sale

between Buyer _____

and Seller The Kenneth Bruce Clay, Jr. and Deborah Lynn Clay Revocable Joint Trust Agreement dated August 21, 2018

for Property known as 14836 Carroll Road, Phoenix, MD 21131

Seller acknowledges, pursuant to Section 10-912 of the Tax-General Article, Annotated Code of Maryland, that if Seller is: 1) a non-resident individual of the State of Maryland or is 2) a non-resident entity which is not formed under the laws of the State of Maryland and is not qualified by or registered with the Maryland State Department of Assessments and Taxation to do business in the State of Maryland, the deed or other instrument of writing that effects a change of ownership to the Property may not be recorded with the clerk of the court for a county or filed with the Maryland State Department of Assessments and Taxation unless payment is first made by the Seller in an amount equal to:

- a) 8% of the total payment to a non-resident seller; **OR**
- b) 8.25% of the total payment to a non-resident entity;

(NOTE: The amount of the payment for a non-resident individual is subject to adjustment on a recurring basis by the Comptroller of Maryland. The amount of the payment for a non-resident entity is subject, from time to time, to change by an Act of the Maryland General Assembly. Seller acknowledges that the amount(s) as set forth in a) and b) above may be greater or lesser than the actual amount(s) due by Seller at time of settlement.)

UNLESS each seller:

1. Certifies, in writing, under the penalties of perjury, that the Seller is a resident of the State of Maryland or is a resident entity of the State of Maryland; **OR**
2. Presents to the clerk of the circuit court for a county or the Maryland State Department of Assessments and Taxation a certificate issued by the Comptroller of the State of Maryland stating that: i) there is no tax due in connection with the sale or exchange of the Property; or ii) a reduced amount of tax is due from the Seller and the reduced amount is collected by the clerk of the circuit court for a county or the Maryland Department of Assessments and Taxation before recording or filing; **(NOTE: If Seller intends to obtain a certificate from the Comptroller's office, Seller should immediately contact the Comptroller at 1-800-MDTAXES. Obtaining the certificate requires a MINIMUM of three (3) weeks); OR**
3. Has satisfied the tax liability or has provided adequate security to cover such liability; **OR**
4. Certifies, in writing, under the penalties of perjury, that the Property being transferred is the Seller's principal residence.

As defined under Maryland law and as used in a) and b) above, the term "total payment" means the net proceeds paid to the Seller for the Property and associated tangible personal property, less: 1) debts owed by the Seller and secured by a mortgage or other lien against the Property being paid upon the sale or exchange of the Property and 2) other expenses of the Seller arising out of the sale or exchange of the Property and disclosed on a settlement statement prepared in connection with the sale or exchange of the Property. "Total payment" includes the fair market value of any property transferred to the Seller.

Signed by: Kenneth B. Clay, Jr., Trustee

Seller's Signature

10/31/2024

Date

Signed by: Deborah L. Clay, Trustee

Seller's Signature

11/1/2024

Date



LWOLF DUCT



**Consumer Notice to Buyers of Residential Real Estate in Maryland
(Include with Exclusive Buyer/Tenant Representation Agreement)**

Buyers of residential real estate in Maryland are advised to inquire about the following items:

COVENANTS RUNNING WITH THE LAND: Covenants running with the land are agreements that stipulate that ownership of the land cannot be transferred unless the new owner agrees to continue to abide by the covenants. They cannot be separated from the land and transfer with it. For example, an individual might own property subject to a covenant that requires the property to be used for charitable purposes only. A buyer who purchases the property must agree to use the property for charitable purposes only.

DEED RESTRICTIONS: Deed restrictions are provisions in a deed that limit the use of the property. With some exceptions, deed restrictions cannot be removed by the new owner.

EASEMENTS: An easement is a right, privilege, or interest that one party has in the land of another. There are many types of easements, including, conservation easements, utility easements, gas line easements, and power line easements. Easements may be in property deeds or title papers, and are part and parcel of the land they affect.

LEASES: A lease is any agreement that gives rise to a landlord/tenant relationship. Unless otherwise specified in the lease agreement, the buyer of a property occupied by a tenant under a lease is bound by the conditions and terms of the lease.

ONSITE SEWAGE DISPOSAL SYSTEMS (OSDS) WITH BEST AVAILABLE TECHNOLOGY (BAT): An OSDS is a wastewater treatment system that discharges the treated effluent into the ground. An OSDS with best available technology reduces nitrogen levels. If an OSDS system with BAT is installed on the property, Seller may have used state funds to purchase the system. If state funds were used to purchase the system, the property may be encumbered by an easement that obligates the owner of the property to comply with certain requirements such as maintaining the system and allowing the Maryland Department of the Environment and the county/city in which the property is located to inspect the system. Buyer is advised to inquire about the terms under which an OSDS system with BAT was installed on the property and check with the appropriate city/county agency.

PROPANE TANKS: Propane is a source of energy that is used for heating homes and water, cooking and refrigerating food, drying clothes, and fueling gas fireplaces and barbecue grills. Propane tanks may be owned or leased. If a propane tank is installed on the property, Buyer is advised to inquire about the terms under which the propane tank was installed, how to transfer the ownership or lease, and any costs associated with the transfer.

HOME SECURITY SYSTEMS THAT RECORD AUDIO: Buyer is advised that Maryland law prohibits **audio recording** of private conversations without the consent of all parties.

SOLAR PANELS: Solar panels are devices that convert light into electricity. If solar panels are installed on the property, Buyer is advised to inquire about the terms under which the solar panels were installed, how to transfer the ownership or lease, and any costs associated with the transfer.

WIRE FRAUD THROUGH EMAIL: Buyer is advised to never trust wiring instructions sent via email. Cyber criminals are hacking email accounts and sending emails with fake wiring instructions. These emails are convincing and sophisticated. Buyer should always independently confirm wiring instructions in person or via a telephone call to a trusted and verified phone number. Buyer should never wire money without double-checking that the wiring instructions are correct.

DEPOSIT HELD BY ESCROW AGENT: Buyer is advised that an escrow agent, other than a Maryland licensed real estate broker, is not subject to the same legal requirements that Maryland licensed real estate brokers are under the Maryland Real Estate Brokers Act concerning the holding and the release of deposit monies. If the deposit is going to be held by a third party other than by a Maryland licensed real estate broker involved in the transaction, the parties are required to enter into a separate written escrow agreement, binding upon the parties and the escrow agent that complies with Section 10-802 of the Real Property Article, Annotated Code of Maryland.

SMOKE ALARMS: Buyer is notified that there were changes in Maryland law regarding smoke alarms and smoke detectors (Section 9-101 et seq. of the Public Safety Article, Annotated Code of Maryland). The type of smoke alarm required in a dwelling depends upon the age of the property. As of January 1, 2018, among other changes, no alarm—battery powered or hard-wired—may be older than 10 years from the date of manufacture, and if battery powered, be sealed, tamper resistant units incorporating a silence/hush button, which use long-life batteries. There are penalties for non-compliance. Additionally, some jurisdictions have more stringent rules for new construction or for rentals. Buyer is advised to inquire about smoke alarm compliance. Buyer may



view the smoke alarm requirements at: <http://mgaleg.maryland.gov/mgawebsite/Laws/StatuteText?article=gps§ion=9-101&enactments=false>. Buyer may contact the local fire marshal to obtain additional information about the smoke alarm law.

CONDOMINIUM/HOA RESERVE STUDY: A Reserve Study is a long-term capital budgeting tool that a condominium/HOA uses to determine the amount of money it should set aside in its Reserve Fund for replacement, repair, or restoration of common areas. The Reserve Fund is financed by collecting condominium dues, HOA fees, or special assessments. Buyer is advised to pay close attention to the reserve study report of a condominium/HOA as an underfunded Reserve Fund may result in a future increase of condominium dues, HOA fees, or the imposition of special assessments upon Buyer.

Buyer Signature **Date**

Buyer Signature **Date**





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

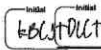
Only the broker receives compensation on the sale of a property listed by that broker.

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

Krauss Real Property Brokerage act as a Dual Agent for me as the
(Firm Name)



Seller in the sale of the property at: 14836 Carroll Road, Phoenix, MD 21131

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

Signed by: Kenneth B. Clay, Jr., Trustee 10/31/2024
Signature Date

Signed by: Deborah L. Clay, Trustee 11/1/2024
Signature Date

AFFIRMATION OF PRIOR CONSENT TO DUAL AGENCY

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

14836 Carroll Road, Phoenix, MD 21131

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



MARYLAND LEAD POISONING PREVENTION PROGRAM DISCLOSURE

Property Address: 14836 Carroll Road, Phoenix, MD 21131

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

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

AND

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

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

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

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

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

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

Signed by: Kenneth B. Clay, Jr., Trustee 10/31/2024
Seller _____ Date _____ Buyer _____ Date _____

Signed by: Deborah L. Clay, Trustee 11/1/2024
Seller _____ Date _____ Buyer _____ Date _____

Seller's Agent _____ Date _____ Buyer's Agent _____ Date _____



SMOKE ALARM LAWS

2018



AS OF JANUARY 1, 2018 - MARYLAND LAW REQUIRES:

IF BATTERY OPERATED ONLY, ALARM MUST:

- Be powered by 10-year sealed battery
- Have a silence/hush feature

IF HARDWIRED ALTERNATING CURRENT (AC) ALARM:

- May NOT be older than 10 years from the date of manufacture*

ONE ALARM MUST BE LOCATED ON EACH LEVEL OF THE DWELLING INCLUDING THE BASEMENT

NOTE: REGARDLESS OF WHEN BUILT, battery operated only alarms must be powered by 10-year sealed batteries, and no unit, whether battery operated or AC, may be older than 10 years. Types of alarms found in homes have changed over time based on requirements at the time of construction.

**BUILT BEFORE
7/1/75**



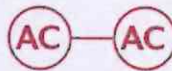
Located:
Each hallway outside
bedroom(s)

**BUILT BETWEEN
7/1/75 - 1/1/89**



Located:
Each hallway outside
bedroom(s)

**BUILT BETWEEN
1/1/89 - 7/1/90**



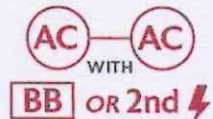
Located:
Each hallway outside
bedroom(s)

**BUILT BETWEEN
7/1/90 - 7/1/13**



Located:
Each hallway outside
bedroom(s)

**BUILT AFTER
7/1/13**



Located:
Each hallway outside
bedroom(s) **AND** in
each bedroom

BE AWARE!

- Hardwired AC Alarms must be replaced with hardwired alarms of the same type.
- Additional alarms required as of January 1, 2018 (such as in basement) may be battery operated if they are 10-year sealed battery alarms with a silence/hush button feature.
- A seller who fails to comply with the law is subject to a fine, imprisonment, or both.
- As required by law, any information about alarms that is shared with a REALTOR® is considered a material fact that must be disclosed to all parties.

***NOTE: Date of manufacture will be marked on back of smoke alarm. If no date is printed on device, it should not be used.**

KEY

B: Battery powered alarm

AC: Alarm powered by alternating current (hardwired)

AC-AC: Hardwired interconnected alarm

BB: Battery Backup

2nd ⚡ Alternate secondary power source (i.e. WiFi or Radio Frequency)

Initial Initial
KBCW DUC

BA-538

John Hartman House, (Kenney House)

Architectural Survey File

This is the architectural survey file for this MIHP record. The survey file is organized reverse-chronological (that is, with the latest material on top). It contains all MIHP inventory forms, National Register nomination forms, determinations of eligibility (DOE) forms, and accompanying documentation such as photographs and maps.

Users should be aware that additional undigitized material about this property may be found in on-site architectural reports, copies of HABS/HAER or other documentation, drawings, and the "vertical files" at the MHT Library in Crownsville. The vertical files may include newspaper clippings, field notes, draft versions of forms and architectural reports, photographs, maps, and drawings. Researchers who need a thorough understanding of this property should plan to visit the MHT Library as part of their research project; look at the MHT web site (mht.maryland.gov) for details about how to make an appointment.

All material is property of the Maryland Historical Trust.

Last Updated: 05-17-2012

CAPSULE SUMMARY

BA- 538

**John Hartman House
14836 Carroll Road
Phoenix, Baltimore County
1825
Private**

Although prior documentation on the property suggests that the John Hartman House was constructed circa 1835 after Hartman purchased three-and-a-half-acres of land from Eli Matthews, the date stone in the gable peak of the dwelling's wing indicates that the building might date as early as ten years prior to that transfer of title. It is likely that the building was enlarged after Hartman's purchase of the property. The house, which is located in the vicinity of Phoenix, is representative of Federal style dwellings constructed throughout Baltimore County in the early 19th century. The 1850 and 1877 county atlases confirm Hartman's occupancy of the property. Hartman, who also maintained wheelwright and blacksmith's shops, died in 1883. At that time, several outbuildings were associated with the property. Two years later, Augustus Hartman acquire the property. The house remains a single-family dwelling. Only the historic well and a portion of one of the outbuildings are extant from the late 19th century.

The John Hartman House is a two-and-a-half-story, three-bay-wide Federal style dwelling of solid random rubble stone construction. Two interior chimneys of reconstructed stretcher bond brick rise from the gable ends of the main block. A reconstructed stretcher bond brick chimney rises from the gable end of the one-story, two-bay-wide 1825 wing. The main block fronts east and features a central entry with a sash-and-paneled single-leaf door with a three-light transom flanked by two 6/6 windows. Three 6/6 windows pierce the second story. Two 6/6 windows are located on the façade of the wing. All façade openings have square-edged wood surrounds and sills, and those of the main block have large stone lintels. A marble date stone in the gable peak of the wing has an inscription: "1825." Extending to the west is a two-story wood frame ell clad in vinyl siding. The side gable roofs of the main block and wing, and the gable roof of the ell are all clad in asphalt shingles. North of the house is a round well that dates to the first half of the 19th century. The structure features a cylindrical well curb of solid random rubble stone that rises approximately three feet from grade. Additionally, four non-historic resources, including a garage that appears to make use of the partial foundation of a 19th century building, are also located on the property.

Maryland Historical Trust Maryland Inventory of Historic Properties Form

Inventory No. BA- 538

1. Name of Property (indicate preferred name)

historic John Hartman House (preferred)
other Kenney House

2. Location

street and number 14836 Carroll Road not for publication
city, town Phoenix vicinity
county Baltimore County

3. Owner of Property (give names and mailing addresses of all owners)

name Philip Noble Powell, Jr. and Elizabeth B. Powell
street and number 14836 Carroll Road telephone Not Available
city, town Phoenix state MD zip code 21131

4. Location of Legal Description

courthouse, registry of deeds, etc. Baltimore County Courthouse liber 14425 folio 612
city, town Towson tax map 34 tax parcel 182 tax ID number 1600003437

5. Primary Location of Additional Data

- Contributing Resource in National Register District
- Contributing Resource in Local Historic District
- Determined Eligible for the National Register/Maryland Register
- Determined Ineligible for the National Register/Maryland Register
- Recorded by HABS/HAER
- Historic Structure Report or Research Report at MHT
- Other: _____

6. Classification

Category	Ownership	Current Function	Resource Count
<input type="checkbox"/> district	<input type="checkbox"/> public	<input type="checkbox"/> agriculture	Contributing
<input checked="" type="checkbox"/> building(s)	<input checked="" type="checkbox"/> private	<input type="checkbox"/> commerce/trade	<u>1</u>
<input type="checkbox"/> structure	<input type="checkbox"/> both	<input type="checkbox"/> defense	Noncontributing
<input type="checkbox"/> site		<input checked="" type="checkbox"/> domestic	<u>3</u> buildings
<input type="checkbox"/> object		<input type="checkbox"/> education	<u>1</u> sites
		<input type="checkbox"/> funerary	<u>1</u> structures
		<input type="checkbox"/> government	<u>2</u> objects
		<input type="checkbox"/> health care	<u>4</u> Total
		<input type="checkbox"/> industry	
		<input type="checkbox"/> landscape	
		<input type="checkbox"/> recreation/culture	
		<input type="checkbox"/> religion	
		<input type="checkbox"/> social	
		<input type="checkbox"/> transportation	
		<input type="checkbox"/> work in progress	
		<input type="checkbox"/> unknown	
		<input type="checkbox"/> vacant/not in use	
		<input type="checkbox"/> other:	
			Number of Contributing Resources previously listed in the Inventory
			<u>1</u>

7. Description

Inventory No. BA- 538

Condition

<input type="checkbox"/> excellent	<input type="checkbox"/> deteriorated
<input checked="" type="checkbox"/> good	<input type="checkbox"/> ruins
<input type="checkbox"/> fair	<input type="checkbox"/> altered

Prepare both a one paragraph summary and a comprehensive description of the resource and its various elements as it exists today.

Initially constructed circa 1825 and then enlarged circa 1835 and circa 1900, the John Hartman House is a two-and-a-half-story, three-bay-wide Federal style dwelling of solid random rubble stone construction. Two interior chimneys of reconstructed stretcher bond brick rise from the gable ends of the main block. A reconstructed stretcher bond brick chimney rises from the gable end of the one-story, two-bay-wide 1825 wing. The main block fronts east and features a central entry with a sash-and-paneled single-leaf door with a three-light transom flanked by two 6/6 windows. Three 6/6 windows pierce the second story. Two 6/6 windows are located on the façade of the wing. All façade openings have square-edged wood surrounds and sills, and those of the main block have large stone lintels. A marble date stone in the gable peak of the wing has an inscription: "1825." Extending to the west is a two-story wood frame ell clad in vinyl siding. The side gable roofs of the main block and wing, and the gable roof of the ell are all clad in asphalt shingles.

North of the house is a round well that dates to the first half of the 19th century. The structure features a cylindrical well curb of solid random rubble stone that rises approximately three feet from grade. A gable roof clad in wood shingles and supported by square wood posts shelters the well. The gable ends of the roof are clad in board-and-batten siding.

Additionally, four non-historic resources are also located on the property. The circa 1970 stable is a wood frame building clad in board-and-batten siding with a side gable roof clad in asphalt shingles and a concrete block foundation. Shed roof additions are attached to the sides of the structure.

The circa 1980 pool house is a one-story, two-bay-wide building of weatherboard-clad wood frame construction. The side gable roof is clad in standing seam metal.

The pool sits beside a circa 1980 in-ground pool with a poured concrete deck.

Although constructed circa 1980, the garage appears to make use of the foundation of an older building. The garage has a random rubble stone foundation that rises approximately five feet from the ground as it continues as partial walls. The remaining upper portion of the one-story, two-bay-wide building is of wood frame construction clad in beaded plywood. A shed-roofed addition to one side of the garage features concrete block construction. The front gable roof is clad in standing seam metal.

8. Significance

Inventory No. BA- 538

Period	Areas of Significance	Check and justify below		
<input type="checkbox"/> 1600-1699	<input type="checkbox"/> agriculture	<input type="checkbox"/> economics	<input type="checkbox"/> health/medicine	<input type="checkbox"/> performing arts
<input type="checkbox"/> 1700-1799	<input type="checkbox"/> archeology	<input type="checkbox"/> education	<input type="checkbox"/> industry	<input type="checkbox"/> philosophy
<input checked="" type="checkbox"/> 1800-1899	<input checked="" type="checkbox"/> architecture	<input type="checkbox"/> engineering	<input type="checkbox"/> invention	<input type="checkbox"/> politics/government
<input checked="" type="checkbox"/> 1900-1999	<input type="checkbox"/> art	<input type="checkbox"/> entertainment/ recreation	<input type="checkbox"/> landscape architecture	<input type="checkbox"/> religion
<input type="checkbox"/> 2000-	<input type="checkbox"/> commerce	<input type="checkbox"/> ethnic heritage	<input type="checkbox"/> law	<input type="checkbox"/> science
	<input type="checkbox"/> communications	<input type="checkbox"/> exploration/ settlement	<input type="checkbox"/> literature	<input type="checkbox"/> social history
	<input type="checkbox"/> community planning		<input type="checkbox"/> maritime history	<input type="checkbox"/> transportation
	<input type="checkbox"/> conservation		<input type="checkbox"/> military	<input type="checkbox"/> other:

Specific dates 1825-present **Architect/Builder** Unknown

Construction dates 1825, 1835 ca., 1900 ca.

Evaluation for:

National Register Maryland Register not evaluated

Prepare a one-paragraph summary statement of significance addressing applicable criteria, followed by a narrative discussion of the history of the resource and its context. (For compliance projects, complete evaluation on a DOE Form – see manual.)

Although prior documentation on the property suggests that the John Hartman House was constructed circa 1835 after Hartman purchased three-and-a-half-acres of land from Eli Matthews, the date stone in the gable peak of the dwelling's wing indicates that the building might date as early as ten years prior to that transfer of title.¹ It is likely that the building was enlarged after Hartman's purchase of the property. The house, which is located in the vicinity of Phoenix, is representative of Federal style dwellings constructed throughout Baltimore County in the early 19th century. The 1850 and 1877 county atlases confirm Hartman's occupancy of the property. Hartman, who also maintained wheelwright and blacksmith's shops, died in 1883. At that time, several outbuildings were associated with the property. Two years later, Augustus Hartman acquire the property. The house remains a single-family dwelling. Only the historic well and a portion of one of the outbuildings are extant from the late 19th century.

The company town of Phoenix was established in the mid-1800s, when Thomas H. Fulton erected cotton mills in the area in 1847. After Fulton's death in 1851, the factory experienced several changes of ownership until 1875, when it was purchased by Robert Garrett and Joseph W. Jenkins.² By 1877, Phoenix, which was located along the Northern Central Railroad, was already well established with mills, stores, dwellings, and related buildings.³ The new owners discontinued production for five years, and then, in 1881, they resumed mill operations. Shortly after reopening, the mill employed over 200 people from Phoenix and the surrounding community.⁴ In 1914, the City of Baltimore purchased the Phoenix mill as part of its plan to establish the Loch Raven Reservoir.⁵ Although the 1915 county atlas indicates that the community continued to thrive through the early 20th century, growth in Phoenix did not continue into the mid-1900s.⁶

¹ Baltimore County Historic Inventory.

² J. Thomas Scharf, *History of Baltimore City and County from the Earliest Period to the Present Day: Including Biographical Sketches of their Representative Men* (Philadelphia: Louis H. Everts, 1881), p. 880.

³ *Atlas of Baltimore County, Maryland* (Philadelphia, PA: G.M. Hopkins, 1877).

⁴ J. Thomas Scharf, *History of Baltimore City and County from the Earliest Period to the Present Day: Including Biographical Sketches of their Representative Men* (Philadelphia: Louis H. Everts, 1881), p. 880.

⁵ S. B. Clemens and C. E. Clemens, *From Marble Hill to Maryland Line: An Informal History of Northern Baltimore County* (np: C. E. Clemens and S. B. Clemens, 1976), p. 45.

⁶ *Map of Baltimore County* (Philadelphia, PA: G. W. Bromley, 1915).

Maryland Historical Trust Maryland Inventory of Historic Properties Form

Inventory No. BA- 538

Name John Hartman House, 14836 Carroll Road, Phoenix, Baltimore County
Continuation Sheet

Number 8 Page 2

The Federal style dominated American architecture from 1790 to 1830 as an updated architectural style for the new republic. High-style Federal buildings are decorated with carved swags and classical motifs on the exterior as well as the interior. Federal interiors often juxtapose curvilinear and rectilinear spaces and lines. The architecture of the John Hartman House, however, is less ornate, suggesting a more modest interpretation of the popular style.⁷

⁷ Rachel Carley, *The Visual Dictionary of American Domestic Architecture* (New York, NY: Henry Holt and Company, 1994), p. 91.

9. Major Bibliographical References

Inventory No. BA- 538

- Atlas of Baltimore County, Maryland.* Philadelphia, PA: G. M. Hopkins, 1877.
 Baltimore County Historic Inventory.
 Brooks, Neal A. and Eric G. Rockel. *A History of Baltimore County.* Towson, MD: Friends of the Towson Library, Inc., 1979.
Map of Baltimore County. Philadelphia, PA: G. W. Bromley, 1915.
 Scharf, J. Thomas. *History of Baltimore City and County From the Earliest Period to the Present Day: Including Biographical Sketches of Their Representative Men.* Philadelphia, PA: Louis H. Everts, 1881. Reprinted by Higginson Book Company, Salem, MA.
 Sidney, J. C. *Map of the City and County of Baltimore, Maryland, from Original Surveys.* Baltimore, MD: James M. Stephens, 1850.

10. Geographical Data

Acreage of surveyed property .50 Acre
 Acreage of historical setting Unknown
 Quadrangle name Phoenix Quadrangle scale: 1:24,000

Verbal boundary description and justification

Since its construction in 1825, the John Hartman House has been associated with the 4.453 acres of land known as tax parcel 182 of map 34 located in the Baltimore County Tax Assessor's office.

11. Form Prepared by

name/title	A. McDonald and A. Didden, Architectural Historians		
organization	EHT Tracerics, Incorporated	date	May 29, 2001
street & number	1121 5th Street NW	telephone	202.393.1199
city or town	Washington	state	DC

The Maryland Inventory of Historic Properties was officially created by an Act of the Maryland Legislature to be found in the Annotated Code of Maryland, Article 41, Section 181 KA, 1974 supplement.

The survey and inventory are being prepared for information and record purposes only and do not constitute any infringement of individual property rights.

return to: Maryland Historical Trust
 DHCD/DHCP
 100 Community Place
 Crownsville, MD 21032-2023
 410-514-7600

DocuSign Envelope ID: 0E7A81C2-4FD6-4C98-9141-1AD7C662F573



5663 II SW (HEREFORD)

BA-0108
 1500 GLENCOE ROAD
 SPARKS-GLENCOE
 BALTIMORE COUNTY

USGS Quad: PHOENIX
 Scale: 1:24,000

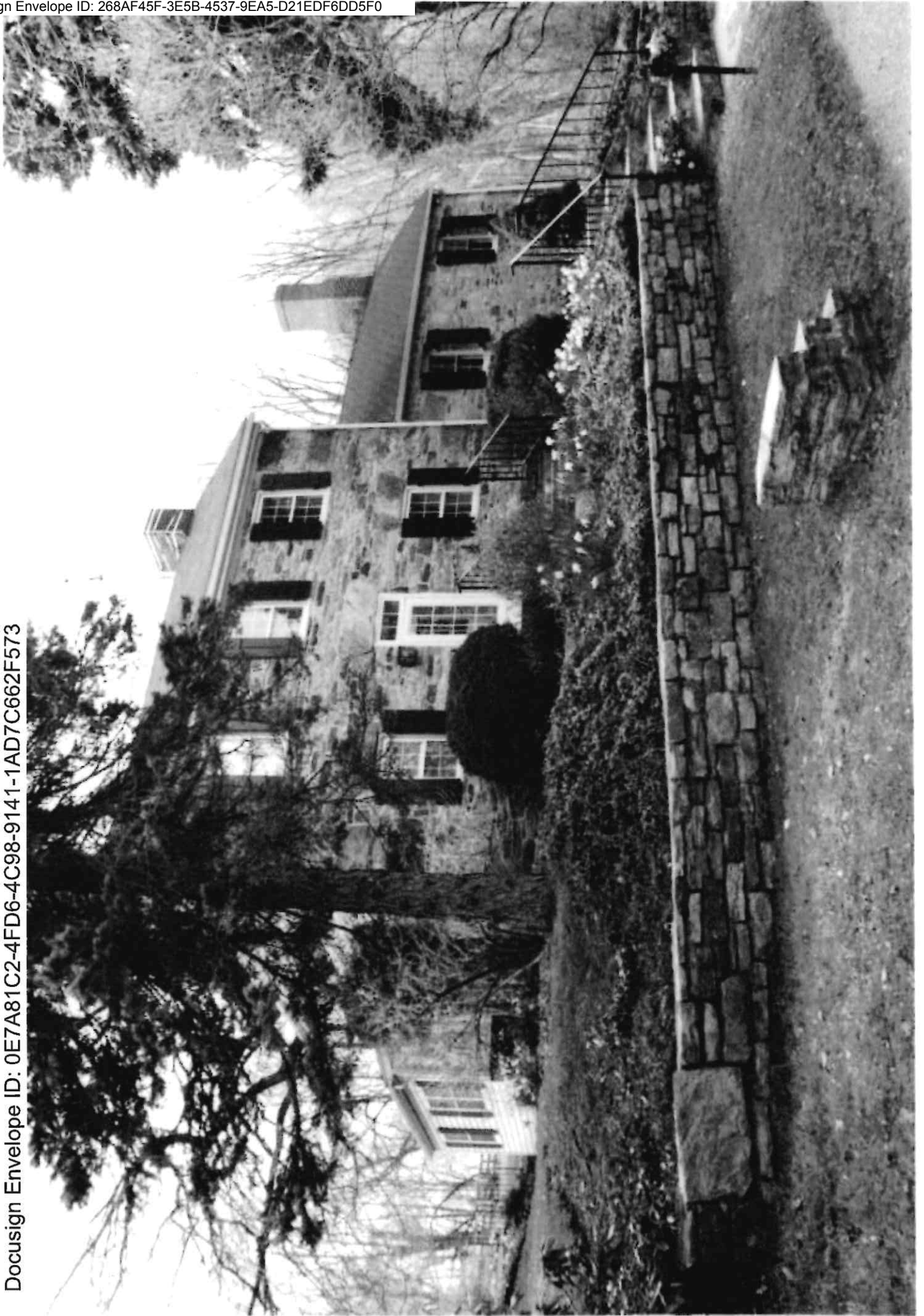
↑ N

BA-0945
 2642 STOCKTON ROAD
 PHOENIX
 BALTIMORE COUNTY

BA-538
 14836 CARROLL ROAD
 PHOENIX
 BALTIMORE COUNTY

4376

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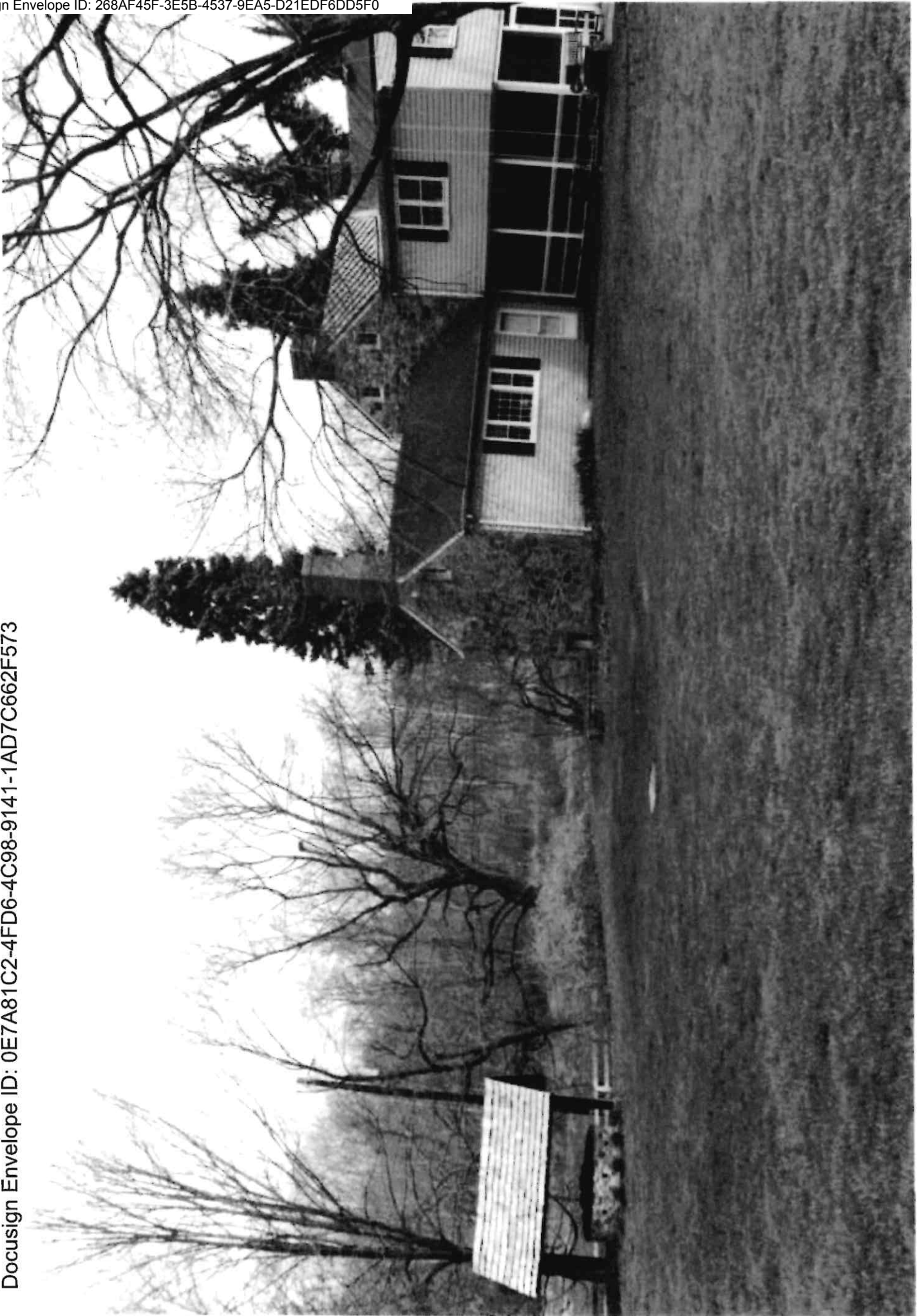


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BA- 538-
14836 CAREOLL ROAD, PHTOENIX
BACTIMERE COUNTY, MD
TRACIES

4/2001
MD STATE
SKE CORNER
1 of 4

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BA- 538
14836 CARROLL ROAD, PHOENIX
BALTIMORE COUNTY, MD
TRACERIES

4/2001

MD SHPO

NW CORNER

2 of 4

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14836 CARROLL ROAD, PHOENIX
BALTIMORE COUNTY, MD

TRACERIES

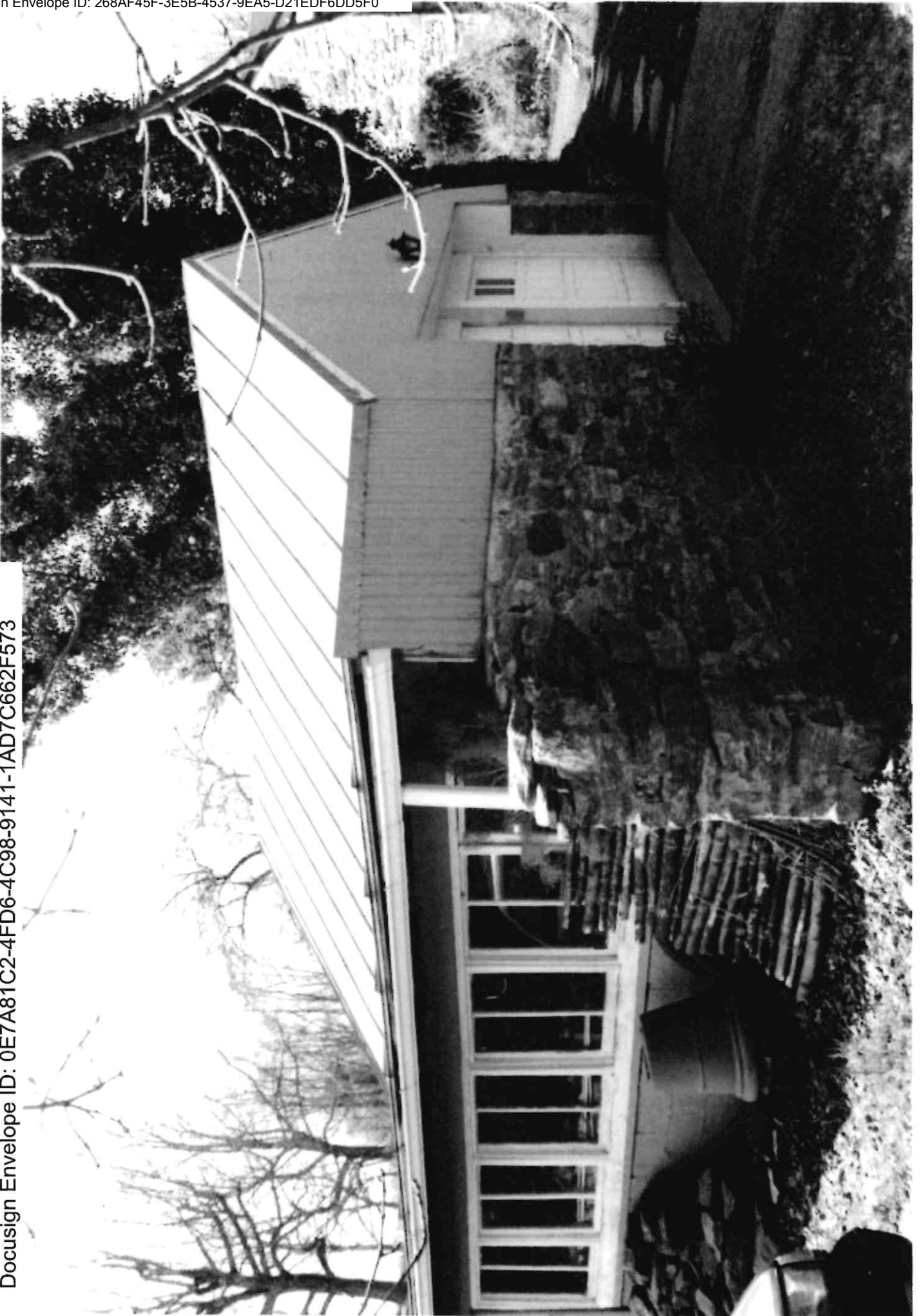
4/2001

MDSHPO

SW CORNER

3 of 4

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Docusign Envelope ID: 0E7A81C2-4FD6-4C98-9141-1AD7C662F573

BA-1538
14836 CARROLL ROAD, PHOENIX
BALTIMORE COUNTY, MD

TRACERUES

42001

MD STHO

GARAGE

4 of 4

BA-538

KENNEY HOUSE - c. 1835 - S. W. corner of Philpot Road and Carroll Road near Phoenix, just south of Carroll Road iron bridge. In 1835, John Hartman bought 3-½ acres, presumably vacant, from Eli Matthews, and he is shown on the 1850 map and in the 1877 atlas, the latter showing his smithy and wheelwright shop. Hartman died in 1883 and his property was advertised with two stone houses, stone meat house, and log blacksmith shop and log wheelwright shop. Augustus Hartman became owner in 1885 and conveyed in 1914 to Younger Arnold; the 1918 tax ledger charged Arnold with a house 18 x 27' and a barn, but the other structures were missing. Present owner acquired in 1939. Two-segment house of fieldstone; two-stories plus attic in main block. Square windows at attic level in gable end. Three bays wide; frame back building. Owner: Edmund T. Kenney.

(205) Hartman-Kenney House, 14836 Carroll Road, Phoenix area [BA-0538]



In 1835, John Hartman bought 3-½ acres, presumably vacant, from Eli Matthews, and he is shown on the 1850 map and in the 1877 atlas, the latter showing his smithy and wheelwright shop. Hartman died in 1883 and his property was advertised with two stone houses, a stone meat house, and a log blacksmith shop and log wheelwright shop. Augustus Hartman became the owner in 1885 and conveyed it in 1914 to Younger Arnold; the 1918 tax ledger charged Arnold with a house 18 x 27' and a barn, but the other structures were missing. Two-segment house of fieldstone; two-stories plus attic in main block. Square windows at attic level in gable end. Three bays wide; frame back building. Owner at time of nomination: Edmund T. Kenney. [Placed on Final Landmarks List 2002].

(206) St. James Episcopal Church, 19200 York Road, Parkton [BA-0998]

EBCT DCT



Small chapel covered with stucco; gable roof; Victorian style; Gothic-motif windows; entrance vestibule; small belfry. An Episcopal Church. [Placed on Final Landmarks List - 2002].

"English Consul" Mansion (Single Property District), 2820 Oak Grove Avenue, English Consul [BA-0142]

Seventeen-room, stuccoed-over brick, white-painted manor house built in Georgian style on a 300-acre tract by William Dawson, the first British Consul to Baltimore. Materials were supposedly brought from England. Original mouldings and marble fireplaces remain. The original tract is now occupied by Baltimore Highlands School site and a number of housing developments. [Placed on Final Landmarks List - 2002]. Delineated as a Single Property District by Council Bill 15-06.



(207) Goodwin-Quinn Bungalow (Rutherford House), 18 Chatsworth Avenue, Glyndon [BA-0739]

Victorian house in frame and clapboard with gable roof, stone foundation. Owner: Paul J. Rutherford. [Placed on Final Landmarks List - 2002].

(208) "Christian's Chance," Falls Road (3250' northeast of Black Rock Road, Tax Map 27, Parcel 38), Butler vicinity [BA-0493]

0.55 miles east of Falls Road, entrance 0.9 mile north of Black Rock Road, near Black Rock Run. This was the site in 1850 of David Baker's bark mill. Not visible from road. Owner at time of nomination: A. Murray Fisher. Formerly in Tracey family. Now a private wildlife sanctuary. [Placed on Final Landmarks List - 2002].

(209) "Roslyn" (Rosalyn), 8204 Streamwood Drive, Pikesville [BA-0681]



A large three-story white frame Italianate house with cupola tacked onto a 2-½ story brick house, that was apparently property of Cornelious Howard on the 1798 tax list. The Victorian portion was built by Captain John Eager Howard, III who had been commended for gallantry in the Battle of Chapultepec. The house once contained a private Catholic Chapel, visited by Cardinals Gibbons and Mercier. The estate has also been called Roseland and Rosland. [Placed on Final Landmarks List - 2002].

202. CLYNMALIRA BA-112 15315 Carroll Road, Monkton

Added to Preliminary Landmarks List: July 12, 2001
Added to Final Landmarks List: January 24, 2002

Council Bill No. 100-01

203. FORT GARRISON FARM HOUSE BA-34 2 Garrison Farms Court, Pikesville

Added to Preliminary Landmarks List: September 20, 2001
Added to Final Landmarks List: May 5, 2002

Council Bill No. 13-02

204. CHAPMAN HOUSE BA-22 4535 Allen Road, Randallstown

Added to Preliminary Landmarks List: September 20, 2001
Added to Final Landmarks List: May 5, 2002

Council Bill No. 13-02

205. JOHN HARTMAN HOUSE (HARTMAN-KENNEY HOUSE) BA-538 14836 Carroll Road, Phoenix

Added to Preliminary Landmarks List: September 20, 2001
Added to Final Landmarks List: May 5, 2002

Council Bill No. 13-02

206. ST. JAMES EPISCOPAL CHAPEL BA-998 19200 York Road, Parkton

Added to Preliminary Landmarks List: September 20, 2001
Added to Final Landmarks List: May 5, 2002

Council Bill No. 13-02

207. RUTHERFORD HOUSE (QUINN HOUSE) BA-739 18 Chatsworth Avenue, Glyndon

Added to Preliminary Landmarks List: November 8, 2001
Added to Final Landmarks List: August 8, 2002

Council Bill No. 56-02

208. CHRISTIAN'S CHANCE (FISHER HOUSE) BA-493 15909 Falls Road, Sparks

Added to Preliminary Landmarks List: November 8, 2001
Added to Final Landmarks List: August 8, 2002

Council Bill No. 56-02