

Welcome To

3192 Augustine Herman Hwy
Chesapeake City



 **Team Landon**
Patterson-Schwartz Real Estate



Amazing opportunity! 40 acres of preserved farmland with 4 pastures in South Chesapeake City horse country convenient to Fair Hill, Delaware Park, marinas, and golf courses plus convenient to Chesapeake City restaurants on the canal. Expanded 4 bedroom, 2 bath brick and vinyl ranch with sunroom, primary bedroom with walk-in closet and access to the hall bath and laundry. Full walk out basement and updated roof. Some of the many horse amenities Include: 10 (12x12) stalls (5 with access to fields) - Attached 70x140 indoor ring with sand footing - Large outdoor ring with 4 season sand footing - 4 strand high tensile fencing with 2 electric strands run by solar - Self waters in all fields - 3 run in sheds - pond - Wash stall with hot/cold water - Grooming stall - Heated tack room/office with bathroom and washer/dryer hook up - Feed/hay room. Tiny house included in the sale! Solar panels on the house for reasonable utility costs!



**PATTERSON
SCHWARTZ**



Patterson-Schwartz Real Estate
Team Landon
302-218-8473 direct
302-733-7000 office
davelandon@gmail.com
landon.psre.com



This information is provided as a courtesy only, it is not a warranty and should be independently investigated by buyers.

**3192 Augustine Herman Highway, Chesapeake City, MD, 21921****Coming Soon****\$1,500,000**

MLS #: MDCC2018810
Type: Farm
Struct Type: Detached
Style: Ranch/Rambler
Lvls/Stories: 1
Ownership: Fee Simple
Garage: Yes

Beds: 4
Baths: 2 / 0
YearBuilt: 1973 / Estimated
NewConstr: No
Basement: Yes
Central Air: Yes

LOCATION

County:	CECIL	School District:	Cecil County Public Schools
MLS Area:	Cecil County (42700)	High School:	Bohemia Manor
Subdiv/Neigh:	None Available	Middle School:	Bohemia Manor
In City Limits:	N	Elementary School:	Chesapeake City

FARM INFORMATION

Farm Operation:	Horse, Pasture	Habitable	Yes
Farm Features:	Feed Barn, Other Residence, Shed(s)	Residence:	
Crops Included:	No		
FarmLandPreserv:	Yes		

ASSOCIATION / COMMUNITY INFO**Senior Community:** No **HOA:** No **Condo/Coop:** No**TAXES AND ASSESSMENT****Tax ID#:** 08-02-036649 **Tax Annual/Year:** \$5,215 / 2025 **Tax Assessment:** \$503,633**ROOMS**

Living Room:	Main	12 x 18	Flooring - Carpet
Kitchen:	Main	11 x 9	Flooring - Vinyl
Dining Room:	Main	11 x 9	Ceiling Fan(s), Flooring - Vinyl
Family Room:	Main	23 x 15	
Primary Bedroom:	Main	16 x 14	Ceiling Fan(s), Flooring - Carpet
Bedroom 2:	Main	11 x 8	Flooring - Carpet
Bedroom 3:	Main	14 x 13	Ceiling Fan(s), Flooring - Carpet
Bedroom 4:	Main	13 x 13	
Sun/Florida Room:	Main	16 x 25	Flooring - Luxury Vinyl Plank, Wood
		Stove	
Laundry:	Main	6 x 5	Flooring - Vinyl

BED BATH

Main:	4	2 full
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BUILDING INFORMATION**AboveGrFinSF:** 2,761 / **Assessor Total Finished SF:** 2,761 / **Total SF:** 2,761 / **Foundation:** Block **Basement:** Full, Unfinished **Constr Materials:** Brick, Vinyl Siding**LOT AND PARKING****Lot Acres/SQFT:** 40.00a / 1,742,400sf / Estimated **Zoning:** SAR **Federal Flood Zone:** No **Fencing:** High Tensile **View:** Pasture **Lot Features:** Backs to Trees **Parking:** Detached Garage, Driveway | Private | Garage - Front Entry | Detached Garage Spaces: 1 | Driveway Spaces: 5**INTERIOR FEATURES**

Carpet, Ceiling Fan(s), Formal/Separate Dining Room, Stove - Wood | No fireplace | Dishwasher, Microwave, Oven/Range - Electric, Refrigerator, Water Heater | *Laundry:* Main Floor | *Accessibility Features:* None

EXTERIOR FEATURES

Exterior Lighting, Outbuilding(s) | *Patio/Porch*: Deck(s) | *Horses*: Yes | Arena, Horses Allowed, Paddock, Riding Ring, Stable(s)

UTILITIES

Cooling: Central A/C, Electric | *Heating*: Forced Air, Oil | *Electric*: 200+ Amp Service, Circuit Breakers | *Hot Water*: Electric | *Water Source*: Well
| *Sewer*: On Site Septic

REMARKS

Expected On Market Date: August 30, 2025

Public: Amazing opportunity! 40 acres of preserved farmland with 4 pastures in South Chesapeake City horse country convenient to Fair Hill, Delaware Park, marinas, and golf courses plus convenient to Chesapeake City restaurants on the canal. Expanded 4 bedroom, 2 bath brick and vinyl ranch with sunroom, primary bedroom with walk-in closet and access to the hall bath and laundry. Full walk out basement and updated roof. Some of the many horse amenities Include: 10 (12x12) stalls (5 with access to fields) - Attached 70x140 indoor ring with sand footing - Large outdoor ring with 4 season sand footing - 4 strand high tensile fencing with 2 electric strands run by solar - Self waters in all fields - 3 run in sheds - pond - Wash stall with hot/cold water - Grooming stall - Heated tack room/office with bathroom and washer/dryer hook up - Feed/hay room. Tiny house included in the sale! Solar panels on the house for reasonable utility costs! Hurry to schedule your private tour today!

For More Information Contact:

Dave Landon

Direct: 302-218-8473

Office: 302-733-7000

Toll-free: 800-220-7028

Fax: 302-733-7046

e-mail: dlandon@psre.com

Information set forth is deemed reliable, but there is no guarantee as to its accuracy and no warranties are made.

Printed on 8/26/2025 by Dave Landon

*An offer of broker compensation or seller concession is not a guarantee. All compensation offers and concessions are negotiable and subject to written agreement between the parties. Please consult with your real estate agent for more information.



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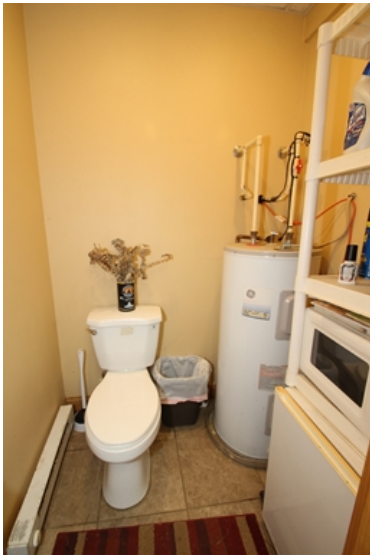
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MLS#: MDCC2018810

3192 Augustine Herman Highway, Chesapeake City



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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 8/4/2025 . ■ ADDENDUM to Contract of Sale dated _____
between Buyer Lauren Nicole Elliott Poteet
and Seller Patterson-Schwartz-Newark
for Property known as 3192 Augustine Herman Hwy., Chesapeake City, MD 21915

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 type="checkbox"/> Alarm System	<input type="checkbox"/> Exist. W/W Carpet	<input type="checkbox"/> Playground Equipment	<input type="checkbox"/> TV Antenna
<input checked="" type="checkbox"/> Ceiling Fan(s) # <u>2</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 type="checkbox"/> Wall Mount TV Brackets
<input type="checkbox"/> Clothes Dryer	<input type="checkbox"/> Freezer	<input checked="" type="checkbox"/> w/ Ice Maker(s) # <u>1</u>	<input type="checkbox"/> Wall Oven(s) # _____
<input type="checkbox"/> Clothes Washer	<input type="checkbox"/> Furnace Humidifier	<input type="checkbox"/> Satellite Dish	<input checked="" type="checkbox"/> Water Filter
<input type="checkbox"/> Cooktop	<input type="checkbox"/> Garage Opener(s) # _____	<input type="checkbox"/> Screens	<input checked="" type="checkbox"/> Water Softener
<input checked="" type="checkbox"/> Dishwasher	<input type="checkbox"/> Garage remote(s) # _____	<input type="checkbox"/> Shades/Blinds	<input type="checkbox"/> Window A/C Unit(s) # _____
<input 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 type="checkbox"/> Draperies/Curtains	<input type="checkbox"/> Hot Tub, Equipment & Cover	<input checked="" 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 type="checkbox"/> Exhaust Fan(s) # _____	<input checked="" type="checkbox"/> Microwave	<input checked="" type="checkbox"/> Stove or Range	

ADDITIONAL INCLUSIONS (SPECIFY): Jumps and Standards, Speakers in Barn, Feed bin

ADDITIONAL EXCLUSIONS (SPECIFY): Shadow boxes in barn.

2. LEASED ITEM(S) INCLUDED:

<input type="checkbox"/> Fuel Tank(s)	<input type="checkbox"/> Other _____
<input checked="" 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 checked="" type="checkbox"/> Oil	<input type="checkbox"/> Heat Pump
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:

Heating Oil - Southern States Electric - Delmarva Power Solar - Sun Run

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

Buyer Signature _____ Date _____

Lauren Poteet 8/4/25
Seller Signature _____ Date _____

Buyer Signature _____ Date _____

Seller Signature _____ Date _____



MARYLAND RESIDENTIAL PROPERTY DISCLOSURE AND DISCLAIMER STATEMENT

Property Address: 3192 Augustine Herman Hwy., Chesapeake City, MD 21915

Legal Description: 40 Acres - 3192 Augustine Herman Hwy N of Cayots Corner

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? 4 years but in family since 1995

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 _____ (# 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 checked="" type="checkbox"/> Oil	<input type="checkbox"/> Natural Gas	<input type="checkbox"/> Electric
Air Conditioning	<input type="checkbox"/> Oil	<input type="checkbox"/> Natural Gas	<input checked="" type="checkbox"/> Electric
Hot Water	<input type="checkbox"/> Oil	<input type="checkbox"/> Natural Gas	<input checked="" type="checkbox"/> Electric Capacity <u>40 Gallon</u> Age <u>21</u>
		<u>Burn</u> ✓	<u>40 Gallon</u> <u>15</u>

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: French drains installed along with sump pumps

3. Roof: Any leaks or evidence of moisture? ☐ Yes ☒ No ☐ Unknown
Type of Roof: Shingles 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 7/15/2025 ☐ Unknown
Comments: When septic was pumped it was noted that part of tank is under sun room.

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 ☐ Unknown Where? _____
Comments: Exterior walls are brick unknown if insulation is in between wall and brick

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: Termites a really long time ago. 7 15 years

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: But is a preserved farm

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) John P. Pitt Date 8/4/25

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:

Seller _____

Date _____

Seller _____

Date _____

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 _____



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

Property Address: 3192 Augustine Herman Hwy., Elkton, MD 21915

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

FEDERAL LEAD WARNING STATEMENT: A buyer/tenant of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may contain lead-based paint and that exposure to lead from lead-based paint, paint chips or lead paint dust may place young children at risk of developing lead poisoning if not managed properly. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller/landlord of any interest in residential real property is required to disclose to the buyer/tenant the presence of known lead-base paint hazards and to provide the buyer/tenant with any information on lead-based paint hazards from risk assessments or inspections in the seller's/landlord's possession. A **tenant** must receive a federally approved pamphlet on lead poisoning prevention. It is recommended that a **buyer** conduct a risk assessment or inspection for possible lead-based paint hazards prior to purchase.

Seller's/Landlord's Disclosure

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

Buyer's/Tenant's Acknowledgment (initial)

- (c) ____/____ Buyer/Tenant has received copies of all information listed in section (b)(i) above, if any.
- (d) ____/____ Buyer/Tenant has received the pamphlet Protect Your Family from Lead In Your Home.

(e) Buyer has (initial (i) or (ii) below):

- (i) ____/____ received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or
- (ii) ____/____ waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

Agent's Acknowledgment (initial)

- (f) ____ 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.

Seller/Landlord _____ Date _____

Buyer/Tenant _____ Date _____

Seller/Landlord _____ Date _____

Buyer/Tenant _____ Date _____

Seller's/Landlord's Agent _____ Date _____

Buyer's/Tenant's Agent _____ Date _____





**ADDENDUM TO EXCLUSIVE RIGHT TO SELL AND TO AGREEMENT OF SALE
W. L. GORE, CHERRY HILL, ELKTON, MD FACILITY LAWSUIT DISCLOSURE**

PROPERTY ADDRESS: 3192 Augustine Herman Hwy., Elkton, MD 21915

SELLER: Lauren Nicole Elliott Poteet

BUYER: _____

THE PURPOSE OF THIS DISCLOSURE IS TO NOTIFY POTENTIAL PURCHASERS OF THE EXISTENCE OF A CLASS ACTION LAWSUIT WHICH ALLEGES GROUNDWATER MAY BE CONTAMINATED IN AN AREA DESCRIBED AS UP TO 3.5 MILES IN RADIUS FROM THE W. L. GORE FACILITY LOCATED IN CHERRY HILL, ELKTON, MARYLAND 21921. THIS DISCLOSURE IS NOT INTENDED TO IMPLY THE LAWSUIT DOES OR DOES NOT HAVE MERIT.

On February 1, 2023, a class action lawsuit was filed against W.L. Gore & Associates, Inc. ("Gore"), alleging that manufacturing activities at Gore's Cherry Hill facility, located at 2401 Singerly Road, Elkton, Maryland (the "Gore Facility"), contaminated the groundwater of surrounding properties with poly-fluoroalkyl substances (PFAS). According to the U.S. Center for Disease Control and Prevention, scientific studies have shown that exposure to some PFAS in the environment may be linked to harmful health effects in humans and animals. The lawsuit claims that properties within a 3.5 mile radius of Gore's Cherry Hill facility are potentially affected by the contamination.

NOTICE TO BUYER: Seller hereby is giving notice that Seller has knowledge of a current class action lawsuit being brought against W L Gore, Cherry Hill Facility, Elkton, MD 21921 for possible contamination of water in an area which may or may not extend in a 3.5 mile radius from the plant.

INVESTIGATION BY BUYER: It is the Buyer's responsibility to conduct due diligence about the lawsuit prior to entering into the Agreement of Sale. By executing this Addendum, Buyer represents it has made its own investigation into the class action lawsuit and is satisfied with the results of such investigation. Buyer is not entitled to any further due diligence concerning the lawsuit; provided, however, Buyer shall be entitled to such further inspections as expressly contained in any inspection addenda executed by Buyer and Seller, if any.

ACKNOWLEDGEMENT BY BUYERS: Buyer(s), by signature below, acknowledge the existence of a class action lawsuit brought against W L Gore, Cherry Hill Facility, Elkton, MD 21921.

RELEASE OF LIABILITY: Buyers hereby release and discharge Sellers, all real estate brokers, real estate agents, loan officers and lenders involved in the transaction from any and all liabilities, claims and legal actions, known or unknown, now or hereafter arising, relating to the proximity of the Property to the site.

Seller

Date

Seller

Date

Buyer

Date

Buyer

Date

**ADDENDUM TO CONTRACT OF SALE
HAZARDOUS WASTE SITES - CECIL COUNTY, MARYLAND**

ADDENDUM to Contract of Sale ("the Contract"), by and between

SELLER(S): Lauren Nicole Elliott Poteet

BUYER(S): _____

PROPERTY: 3192 Augustine Herman Hwy., Elkton, MD 21915

THE PURPOSE OF THIS ADDENDUM IS TO NOTIFY BUYERS THAT THERE ARE HAZARDOUS WASTE SITES IN CECIL COUNTY, AS THERE ARE IN MOST COUNTIES. THIS IS NOT INTENDED TO IMPLY THAT THE PROPERTY BEING PURCHASED BY BUYERS IS OR IS NOT IN CLOSE PROXIMITY TO ANY SUCH HAZARDOUS WASTE SITE. IT IS BUYERS' DUTY TO INVESTIGATE SUCH MATTER TO BUYERS' SATISFACTION.

1. **Notice to Buyer.** The United States Environmental Protection Agency ("EPA") and the Maryland Department of the Environment ("MDE") have identified properties in Cecil County, Maryland, that have been impacted by materials that are hazardous to human health ("Sites"). One or more of such Sites may be in close proximity to the Property. Information regarding the Sites may be obtained from EPA and MDE at the following websites: www.epa.gov and www.mde.state.md.us.
2. **Acknowledgment by Buyers.** Buyers understand that the Property may or may not be in close proximity to one or more of the Sites, and that the proximity of the Property to any of the Sites could affect the Property and the health and safety of the occupants of the Property.
3. **Investigation by Buyers.** Buyers represent that Buyers have either i.) investigated the Property as to its proximity to any of the Sites and are satisfied that such Sites do not adversely affect the Property or pose a hazard to the health and safety of future occupants of the Property, OR, ii) executed a separate addendum to the Contract to make the Contract and Buyers' obligations under the Contract expressly contingent upon such investigation by Buyers.
4. **Acceptance by Buyers.** Buyers expressly assume the risk of any hazards resulting from the proximity of the Property to one or more of the Sites.
5. **Release of Liability.** Buyers hereby release and discharge Sellers and all real estate brokers, real estate agents, loan officers and lenders involved in the transaction from any and all liabilities, claims and legal actions, known or unknown, now or hereafter arising, related to the proximity of the Property to any of the Sites.

Buyer

Date

Buyer

Date

Seller

Date

Seller

Date



REAL ESTATE TRANSFER DISCLOSURE STATEMENT



THIS DISCLOSURE STATEMENT CONCERNS REAL PROPERTY LOCATED IN CECIL COUNTY, MARYLAND, DESCRIBED AS 3192 Augustine Herman Highway, Chesapeake City, MD 21915

THIS STATEMENT IS A DISCLOSURE OF THE EXISTENCE OF THE CECIL COUNTY RIGHT TO FARM ORDINANCE IN COMPLIANCE WITH ARTICLE I, SECTION 4 OF THE CECIL COUNTY ZONING ORDINANCE.

BUYER'S INFORMATION

You are hereby advised that you are purchasing a parcel of ground in a rural area. Under Cecil County law, agricultural use of the land is permitted. Agricultural uses often include the use of heavy farm equipment that may occasionally operate at night or in early morning hours as well as during the day time and may also occasionally be on local roads causing a slowing of traffic. An agricultural operation may also involve other noises, dust, crop spraying, and offensive odors from animal waste or manures. In addition, agricultural uses sometime require the spraying of pesticides or herbicides. Certain offensive weeds and insects are sometime found in or around agricultural operations.

I HAVE READ THIS DISCLOSURE STATEMENT AND UNDERSTAND THAT CECIL COUNTY HAS DETERMINED THAT INCONVENIENCES OR DISCOMFORTS ASSOCIATED WITH AGRICULTURAL OPERATIONS SHALL NOT BE CONSIDERED TO BE AN INTERFERENCE WITH THE REASONABLE USE AND ENJOYMENT OF LAND IF SUCH OPERATIONS ARE CONDUCTED IN ACCORDANCE WITH GENERALLY ACCEPTED AGRICULTURAL BEST MANAGEMENT PRACTICES.

Buyer

Date

Buyer

Date

Address of Property

3192 Augustine Herman Hwy., Elkton, MD 21915

Subdivision / Lot Number

N/A

/

SOLAR PANEL ADDENDUM TO EXCLUSIVE RIGHT TO SELL RESIDENTIAL BROKERAGE AGREEMENT

ADDENDUM dated _____ to Exclusive Right to Sell Residential Brokerage Agreement between
Seller Lauren Nicole Elliott Poteet
and Broker Patterson-Schwartz-Newark
for Property known as 3192 Augustine Herman Hwy., Elkton, MD 21915

- 1. ACKNOWLEDGMENT OF SOLAR SYSTEM ON THE PROPERTY.** Seller discloses that the Property contains a solar panel system ("Solar System") manufactured by the following solar energy company:

Solar System Manufacturer: _____
Phone: _____
Address: _____
Email Address: _____

- 2. OWNERSHIP.** The Seller owns ☐ **OR** does not own ☐ the Solar System.

- 3. LESSOR/LIENHOLDER.** The term "Lessor," as used herein, shall refer to the company that leases the Solar System to Seller, or the servicer of the unpaid loan used by Seller to purchase the Solar System.

- 4. FINANCING.** In the event Seller does not own the Solar System, Seller acknowledges that the Solar System is subject to a ☐ lease **OR** ☐ power purchase agreement **OR** ☐ unpaid loan. Payments under such lease, agreement, or loan are payable to:

Lessor: _____
Phone: _____
Address: _____
Email Address: _____

- 5. FEES.** The **present fee**, if applicable, is \$ _____ per _____ with a current outstanding balance of approximately \$ _____.

A **transfer fee** in the amount of \$ _____ ("Transfer Fee") will be charged by the Lessor upon transfer of the property from Seller to Buyer. Any such Transfer Fee is payable by:
☐ Seller **OR** ☐ Buyer.

If any additional fees or increases in costs are known to Seller, please provide an explanation of any such fees and/or costs, including the date upon which any such increase would take effect:

- 6. SOLAR SYSTEM DOCUMENTS.** Copies of any documentation pertaining to the Solar System are attached and shall be provided to Buyer pursuant to the terms of the Solar Panel Addendum to the Residential Contract of Sale. (Seller to initial): _____ / _____

- 7. SOLAR SYSTEM WARRANTY TRANSFER.** Seller acknowledges that there is ☐ **OR** is not ☐ a solar system warranty. In the event that there is a solar system warranty, Seller acknowledges that it is ☐ **OR** is not ☐ transferrable.

Seller _____ Date _____

Broker (Company Name) _____

Seller _____ Date _____

Broker or Authorized Representative _____ Date _____





MARYLAND HOMEOWNERS ASSOCIATION ACT
DISCLOSURES TO BUYER AND TRANSMITTAL OF DOCUMENTS

For resale of a lot within a development of ANY size
OR for the initial sale of a lot within a development containing 12 or fewer lots
to a person who intends to occupy or rent the lot for residential purposes.

ADDENDUM DATED _____ TO CONTRACT OF SALE

BUYER(S): _____

SELLER(S): Lauren Nicole Elliott Poteet

PROPERTY: 3192 Augustine Herman Hwy., Elkton, MD 21915

The following disclosures are provided by the Vendor ("Seller") to the Buyer who intends to occupy or rent the lot for residential purposes pursuant to 11B-106 of the Maryland Homeowners Association act ("the Act"):

(1). The lot which is the subject of the contract of sale is located within the development known as
N/A

(2). (i). The current monthly fees or assessments imposed by the homeowners association upon the lot are
\$ _____ per month payable on a _____ basis.

(ii). The total amount of fees, assessments, and other charges imposed by the homeowners association
upon the lot during the prior fiscal year of the homeowners association was:

\$ _____.

(iii). The fees, assessments, or other charges imposed by the homeowners association against the lot
are _____ or are not _____ (**Seller to initial applicable provision**) delinquent. If any of the
foregoing are delinquent, Seller to explain, giving amounts and dates of delinquency:

(3). Seller to initial (i) or (ii) and complete as appropriate:

_____ (i). The name, address, and telephone number of the management agent of the homeowners
association, or other officer or agent authorized by the homeowners association to provide to
members of the public, information regarding the homeowners association and the
development is:

Name: _____

Address: _____

Telephone: _____

_____ (ii). No agent or officer is presently so authorized by the homeowners association.

(4). Seller to initial (i) or (ii) and complete as appropriate:

_____ (i). Seller has actual knowledge of: (Seller to initial all which apply)

_____ A. The existence of any unsatisfied judgments or pending lawsuits against the
homeowners association: if (A) is initialed, explain: _____

_____ B. Any pending claims, covenant violations actions, or notices of default against the lot. If (B) is
initialed, explain: _____



_____ (ii). Seller has no actual knowledge of any of the items listed in (4)(i) above.

(5). (i). Attached are copies of the following documents relating to the development and the homeowners association to which the Buyer shall become obligated upon becoming the owner of the lot: (Seller to initial all applicable items.)

_____ A. Articles of incorporation;

_____ B. Declaration of covenants and restrictions;

_____ C. All recorded covenants and restrictions of the primary developments, and of other related developments to the extent reasonably available;

_____ D. The bylaws and rules of the primary development, and other related developments to the _____ extent reasonably available.

(ii). Obligations contained in the attached copies of documents: (Seller to initial any applicable provision.)

A. Are _____ or Are Not _____ enforceable against an owner;

B. Are _____ or Are Not _____ enforceable against the owner's tenants.

The information contained in this Addendum issued pursuant to Section 11B-106(b) of the Maryland Homeowners Association Act is based on the Seller's actual knowledge and belief and is current as of the date hereof.

Seller hereby acknowledges that Seller has provided all information necessary to complete this Addendum, in compliance with the Act, and that Seller has reasonable grounds to believe and does believe, after reasonable investigation, that the information and statements herein provided to Buyer are true and that there is no omission to state a material fact necessary to make the statements not misleading.

Seller **Date**

Seller **Date**

Buyer hereby acknowledges that Buyer, on the date indicated below, has received all of the disclosures contained herein, including attachments as indicated, and that Seller has fully complied with the disclosure requirements of the Act.

Buyer **Date**

Buyer **Date**



MARYLAND HOMEOWNERS ASSOCIATION ACT
NOTICE TO BUYER

For resale of a lot within a development of ANY size
OR for the initial sale of a lot within a development containing 12 or fewer lots,
to a person who intends to occupy or rent the lot for residential purposes.

ADDENDUM DATED _____ TO CONTRACT OF SALE
BUYER(S): _____
SELLER(S): *Lauren Nicole Elliott Poteet*
PROPERTY: *3192 Augustine Herman Hwy., Elkton, MD 21915*

The following notice applies to members of the public who intend to occupy or rent a lot for residential purposes. Under the Maryland Homeowners Association Act (Act”), "lot" means any plot or parcel of land on which a dwelling is located or will be located within a development.

This sale is subject to the requirements of the Maryland Homeowners Association Act (“the Act”). The Act requires that the seller disclose to you, at or before the time the contract is entered into, or within 20 calendar days of entering into the contract, certain information concerning the development in which the lot you are purchasing is located. The content of the information to be disclosed is set forth in Section 11B-106(b) of the Act (“the MHAA information”) as follows:

(1). A statement as to whether the lot is located within a development;

(2). Fees:

(i). The current monthly fees or assessments imposed by the homeowners association upon the lot;

(ii). The total amount of fees, assessments, and other charges imposed by the homeowners association upon the lot during the prior fiscal year of the homeowners association; and

(iii). A statement of whether any of the fees, assessments, or other charges against the lot are delinquent;

(3). The name, address, and telephone number of the management agent of the homeowners association, or other officer or agent authorized by the homeowners association to provide to members of the public, information regarding the homeowners association and the development, or a statement that no agent or officer is presently so authorized by the homeowners association;

(4). A statement as to whether the owner has actual knowledge of:

(i). The existence of any unsatisfied judgments or pending lawsuits against the homeowners association; and

(ii). Any pending claims, covenant violations actions, or notices of default against the lot; and



(5). A copy of:

(i). The articles of incorporation, the declaration, and all recorded covenants and restrictions of the primary development, and of other related developments to the extent reasonably available, to which the buyer shall become obligated on becoming an owner of the lot, including a statement that these obligations are enforceable against an owner's tenants, if applicable; and

(ii). The bylaws and rules of the primary development, and of other related developments to the extent reasonably available, to which the buyer shall become obligated on becoming an owner of the lot, including a statement that these obligations are enforceable against an owner and the owner's tenants, if applicable.

If you have not received all of the MHAA information 5 calendar days or more before entering into the contract, you have 5 calendar days to cancel the Contract after receiving all of the MHAA information. You must cancel the contract in writing, but you do not have to state a reason. The seller must also provide you with notice of any changes in mandatory fees exceeding 10 percent of the amount previously stated to exist and copies of any other substantial and material amendment to the information provided to you. You have 3 calendar days to cancel this contract after receiving notice of any changes in mandatory fees, or copies of any other substantial and material amendments to the MHAA information which adversely affect you.

If you do cancel the contract, you will be entitled to a refund of any deposit you made on account of the contract. However, unless you return the MHAA information to the seller when you cancel the contract, the seller may keep out of your deposit the cost of reproducing the MHAA information, or \$100, whichever amount is less. If the deposit is held in trust by a licensed real estate broker, the return of the deposit to you shall comply with the procedures set forth in Section 17-505 of the Business Occupations and Professions Article of the Maryland Code.

By purchasing a lot within this development, you will automatically be subject to various rights, responsibilities, and obligations, including the obligation to pay certain assessments to the homeowners association within the development. The lot you are purchasing may have restrictions on:

A. Architectural Changes, Design, Color, Landscaping, Or Appearance;

B. Occupancy Density;

C. Kind, Number, Or Use Of Vehicles;

D. Renting, Leasing, Mortgaging Or Conveying Property;

E. Commercial Activity; Or

F. Other Matters.

You should review the MHAA information carefully to ascertain your rights, responsibilities, and obligations within the development.

Buyer Date

Seller Date

Buyer Date

Seller 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 the 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's agreement is terminated, the seller must then either represent him or herself or arrange to be represented by another real estate company. If the buyer's agreement is terminated, the buyer may choose not to be represented by an agent of his or her own 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

Patterson-Schwartz-Newark act as a Dual Agent for me as the
(Firm Name)

☒ **Seller** in the sale of the property at: 3192 Augustine Herman Hwy., Elkton, MD 21915.

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

Signature

Date

Signature

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