



STATE OF MARYLAND  
REAL ESTATE COMMISSION

## Understanding Whom Real Estate Agents Represent

### THIS NOTICE IS NOT A CONTRACT

*In this form "seller" includes "landlord"; "buyer" includes "tenant"; and "purchase" or "sale" includes "lease"*

#### Agents Who Represent the Seller

**Seller's Agent:** A seller's agent works for the real estate company that lists and markets the property for the sellers and exclusively represents the sellers. A Seller's agent may assist the buyer in purchasing the property, but his or her duty of loyalty is only to the seller.

**Subagent:** A Subagent means a licensed real estate broker, licensed associate real estate broker, or licensed real estate salesperson who is not affiliated with or acting as the listing real estate broker for a property, is not a buyer's agent, has an agency relationship with the seller, and assists a prospective buyer in the acquisition of real estate for sale in a non-agency capacity. The subagent works for a real estate company different from the company for which the seller's agent works. The subagent can assist a buyer in purchasing a property, but his or her duty of loyalty is only to the seller.

**If you are viewing a property listed by the company with whom the agent accompanying you is affiliated, and you have not signed a Buyer Agency Agreement and a "Consent for Dual Agency" form, that agent is representing the seller**

#### Agents Who Represent the Buyer

**Buyer's Agent :** A buyer may enter into a written contract with a real estate broker which provides that the broker will represent the buyer in locating a property to buy. The agent from that broker's company is then known as the buyer's agent. The buyer's agent assists the buyer in evaluating properties and preparing offers and developing negotiation strategies and works in the best interest of the buyer. The agent's fee is paid according to the written agreement between the broker and the buyer. If you as a buyer wish to have an agent represent you, you must enter into a written buyer agency agreement.

#### Dual Agents

The possibility of **dual agency** arises when the buyer's agent and the seller's agent both work for the same real estate company, and the buyer is interested in property listed by that company. The real estate broker or the broker's designee, is called the "dual agent." Dual agents do not act exclusively in the interests of either the seller or buyer, and therefore cannot give undivided loyalty to either party. There may be a conflict of interest because the interests of the seller and buyer may be different or adverse.

**If both seller and buyer agree to dual agency** by signing a Consent For Dual Agency form, the "dual agent" (the broker or the broker's designee) shall assign one agent to represent the seller (the seller's "intra-company agent") and another agent 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 strategies.

**If either party does not agree to dual agency**, the real estate company must withdraw the agency agreement for that particular property with either the buyer or 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 an agent from another real estate broker/company. If the buyer's agreement is terminated, the buyer may choose to enter into a written buyer agency agreement with a different broker/ company. Alternatively, 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.

No matter what type of agent you choose to work with, you have the following rights and responsibilities in selling or buying property:

>Real estate agents are obligated by law to treat all parties to a real estate transaction honestly and fairly. They must exercise reasonable care and diligence and maintain the confidentiality of clients. They must not discriminate in the offering of properties; they must promptly present each written offer or counteroffer to the other party; and they must answer questions truthfully.

>Real estate agents must disclose all material facts that they know or should know relating to a property. An agent's duty to maintain confidentiality does not apply to the disclosure of material facts about a property.

>All agreements with real estate brokers and agents must be in writing and explain the duties and obligations of both the broker and the agent. The agreement must explain how the broker and agent will be paid and any fee-sharing agreements with other brokers.

>You have the responsibility to protect your own interests. You should carefully read all agreements to make sure they accurately reflect your understanding. A real estate licensee is qualified to advise you on real estate matters only. If you need legal or tax advice, it is your responsibility to consult a licensed attorney or accountant.

Any complaints about a real estate licensee may be filed with the Real Estate Commission at 500 North Calvert Street, Baltimore, MD 21202. (410) 230-6205

We, the  Sellers/Landlord  Buyers/Tenants acknowledge receipt of a copy of this disclosure and that Hutzell & Sheets Realty Associates (firm name) and John D. Crum (salesperson) are working as:

**(You may check more than one box but not more than two)**

- seller/landlord's agent
- subagent of the Seller
- buyer's /tenant's agent

\_\_\_\_\_  
Signature (Date) Signature (Date)  
\* \* \* \* \*

I certify that on this date I made the required agency disclosure to the individuals identified below and they were **unable or unwilling** to acknowledge receipt of a copy of this disclosure statement

\_\_\_\_\_  
Name of Individual to whom disclosure made Name of Individual to whom disclosure made

\_\_\_\_\_  
Agent's Signature (Date)

Lot-Land Agent Synopsis

4725 MOUNT ZION RD FREDERICK, MD 21703



Status: ACTIVE

Ownership: Fee Simple, Sale  
Auction: No

List Price: \$99,900  
Transaction Type: REO/Bank Owned

Legal Sub: HORMAN

Adv. Sub: HORMAN

Total Taxes: \$1,042

Lot-SF: 42,420

Tax ID: 1123438658

Lot/Bock/Suare: 2/A

Liber/Folio: 5221/0068

Exterior:

Lot Desc: Trees/Wooded

View Exposure:

Topograpy:

Present Use: Land/Lot Only

Heating Fuel: None

Sewer/Septic: Septic

Special Permits:

Building Permits: Cost to Obtain, Impact Fee

Development Status: Finished Lots, Plat Approved, Plat Recorded, Utilities at Site

Disclosures: None

Water Oriented: No

Remarks: Approved .97 acre residential building lot with mature trees. Located minutes from downtown Frederick in quiet rural setting. Convenient to major commuter routes. (I-70 & Rt 270). Gently sloped wooded lot with an existing well and approved conventional perc for a 4 bedroom home.

List Date: 28-Feb-2018

Update Date: 05-Mar-2018

DOM-MLS: 5

DOM-Prop: 5

Listing Company: HUTZELL AND SHEETS REALTY ASSOCIATES

Show Instructions: Show Anytime

Vacation Prop: No

Directions: From US Rt 15 take US Rte 340 West, Take Mount Zion Road Exit. At the top of the ramp, make right and go approximately 2 miles.

Listing Agent: John Crum

Agt Off: (301) 667-8455

Alt. Agent:

Owner: Sandy Spring Bank

Sub Comp: 3

Home: (301) 667-8455

Buy Comp: 3

Broker Code: HSR1

Pager:

Alt Agt Off:

Add'l:

Brkr Off: (301) 662-6111

Cell: (301) 667-8455

Alt Aat Home:

On Site:

Dual: Y DesR: N VarC: N



Property Address: 4725 MOUNT ZION RD, FREDERICK, MD 21703-

Legal Subdiv/Neighborhood: HORMAN  
Incorporated City:  
Owner Name: SANDY COCHRAN  
Addtnl: AARON

Condo/Coop Project:  
Phone #:  
Company Owner:  
Care of Name:  
Absent Owner: Yes

MAILING ADDRESS: 5716 CRAWFORD DR, , MD 20851 1808

LEGAL DESCRIPTION: LOT 2 BLK A SEC 1 MT ZION RD HORMAN SUB

Mag/Dist #: 23                      Lot: 2                      Block/Square: A  
Election District: 23              Legal Unit #:  
Section: 1                      Subdiv Ph:  
Map Suffix:                      Suffix:  
Historic ID:                      Agri Dist:

Tax Year 2017

Total Tax Bill: 1,041.91                      City Tax:  
State/County Tax: 1,041.91              Refuse:  
Spec Tax Assmt:                      Exempt Class:                      Homestd/Exempt Status:  
Front Foot Fee:                      Tax Class:                      Mult. Class:

Year Assessed	Total Tax Value	Land	Improvement	Land Use
2018	\$88,900	\$88,900	\$0	
2017	\$88,900	\$88,900	\$0	
2016	\$88,900	\$88,900	\$0	

DEED                      Deed Liber: 5,221                      Deed Folio: 688

Transfer Date	Price	Grantor	Grantee
31-Mar-2005	\$210,000	HORMAN, GEORGE T	COCHRAN, SANDY & AARON
31-Mar-2005	\$0	UNITED PLAZA, LLC.	HORMAN, GEORGE T
15-Nov-2004	\$200,000	HORMAN, GEORGE T	UNITED PLAZA, LLC.

PROPERTY DESCRIPTION

Year Built: 0                      Zoning Code:                      Census Trct/Blck: /  
Irregular Lot:                      Square Feet: 42,420.00              Acreage: 0.97  
Land Use Code: Residential              Plat Liber/Folio: /              Property Card:  
Property Class: R                      Quality Grade:                      Road Description:  
Zoning Desc:                      Xfer Devel.Right:                      Road Frontage:  
Prop Use: RESIDENTIAL                      Site Influence:                      Topography:  
Building Use:                      Sidewalk:  
Lot Description:                      Pavement:

Section 1                      Section 2                      Section 3                      Section 4                      Section 5

Construction:  
Story Type:  
Description:  
Dimensions:  
Area:  
Foundation:                      Roofing:                      # of Dormers:  
Ext Wall:                      Style:                      Year Remodeled:  
Stories:                      Units: 0                      Model/Unit Type:  
Total Building Area:                      Living Area:0                      Base Sq Ft:  
Patio/Deck Type:                      Sq Ft:                      Porch Type:                      Sq Ft:  
Balcony Type:                      Sq Ft:                      Pool Type:                      Sq Ft:  
Attic Type:                      Sq Ft:                      Roof Type:  
Rooms:  
Bedrooms:                      Fireplace Type:                      Fireplaces:  
Full Baths:                      Bsmt Type:                      Garage Type:  
Half Baths:                      Bsmt Tot Sq Ft:                      Garage Const.:  
Baths:                      Bsmt Fin Sq Ft:                      Garage Sq Ft:  
Other Rooms:                      Bsmt Unfin Sq Ft:                      Garage Spaces:  
Other Amenities:  
Appliances:  
Gas:                      Heat:                      Air Conditioning:  
Electric:                      Water:                      Interior Floor:  
Sewer: Public                      Fuel:  
Underground:                      Walls:

Tax Record Updated: 2/28/2018 11:29:07AM





## 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.

Buyer Signature

Date

Buyer Signature

Date



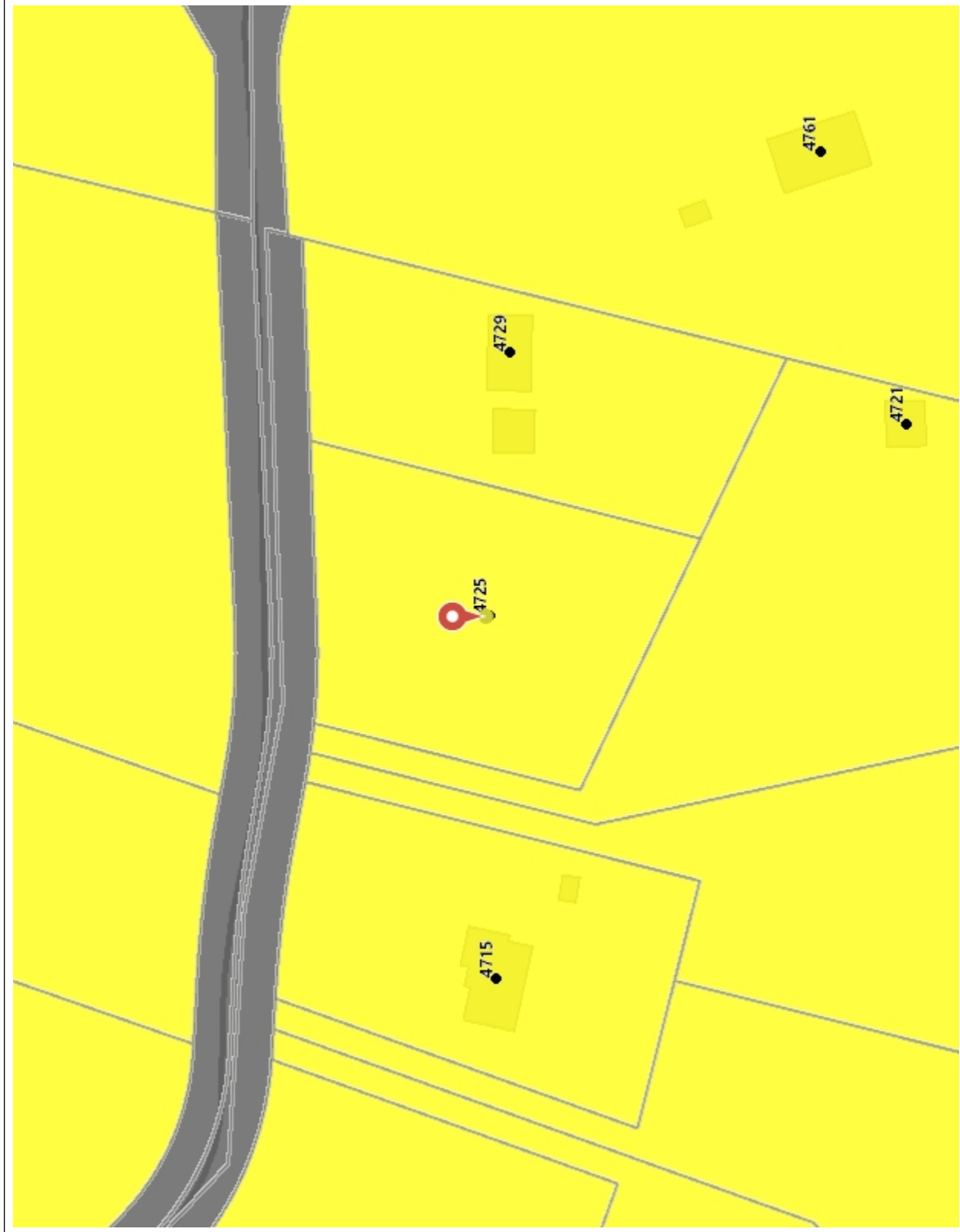
10/17

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Frederick County,  
Maryland

# 4725 Mount Zion Road, Frederick, Maryland 21703



**Zoning**

- A - Agricultural
- RC - Resource Conservation
- OSR - Open Space Recreation
- R1 - Low Density Residential
- R3 - Low Density Residential
- R6 - Middle Density Residential
- R8 - Middle Density Residential
- R12 - High Density Residential
- R16 - High Density Residential
- PUD - Planned Unit Development
- VC - Village Center
- HS - Highway Services
- GC - General Commercial
- GI - General Industrial
- LI - Limited Industrial
- ORI - Office/Research/Industrial
- MX - Mixed Use
- MXD - Mixed Use Development
- MM - Mineral Mining
- IE - Institutional
- MUN - Municipality
- ROW - Right of Way

**Fire Stations**

**Golf Courses**

**Libraries**

**MARC Rail Stations**

**Police**

**Post Office**

**Frederick County Boundary**

**Surrounding Counties**

<all other values>

Maryland

While efforts have been made to ensure the accuracy of this map, Frederick County accepts no liability or responsibility for errors, omissions, or positional inaccuracies in the content of this map. Reliance on this map is at the risk of the user. This map is for illustration purposes only and should not be used for surveying, engineering, or site-specific analysis.

3/3/2017  
NAD\_1983\_StatePlane\_Maryland\_FIPS\_1900\_Feet



Feet



0

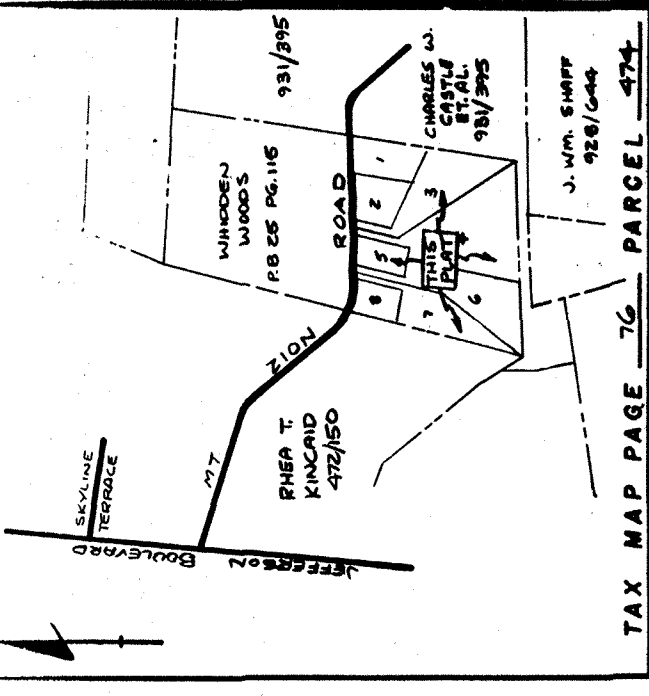
100.00

200.00

1:1,200

2119

NOTE: LOTS 3 & 4 TO BE SERVED BY A COMMON DRIVE LOCATED WITHIN THE PANHANDLE SERVING LOTS 3 & 4. LOTS 6 & 7 TO BE SERVED BY A COMMON DRIVE LOCATED WITHIN THE PANHANDLES SERVING LOTS 6 & 7.



**VICINITY MAP**  
SCALE: 1" = 800'

**OWNER'S CERTIFICATION AND DEDICATION**

We (I) RUSSELL Z. HORMAN and Virginia T. Horman, owner(s) of the property shown and described hereon, hereby adopt this plan of subdivision, and in consideration of the approval of this Final Plat by the Planning Commission, establish the minimum building restriction lines; and dedicate the streets, walkways, and other easements, to public use, unless otherwise noted on this plat.

We (I) certify that there are no suits, actions of laws, leases, liens, mortgages, trusts, easements, or rights-of-way affecting the property included in this plan of subdivision, except as herein indicated.

and that the requirements of the Annotated Code of Maryland, Real Property Book, Title 3, Subtitle 1, Section 3-108, 1974 Edition, and the requirements of the Frederick County Code Section 1-16-108, 1979 Edition, and as enacted or amended so far as it may concern the making of this plat and the setting of monuments and markers have been complied with.

Date 8/5/83 Name and Title of Signer Russell Z. Horman  
Date 8/5/83 Name and Title of Signer Virginia T. Horman

**SURVEYORS CERTIFICATION**

I hereby certify that the Final Plat shown hereon is correct; that it is a subdivision of ALL the lands conveyed, by EMILIE M. AL YANOUS to R. Z. HORMAN & V. T. HORMAN and recorded in the Land Records of Frederick County, in Liber 886 Folio 470 and that the requirements of the Annotated Code of Maryland, Real Property Book, Title 3, Subtitle 1, Section 3-108, 1974 Edition, and the requirements of the Frederick County Code Section 1-16-108, 1979 Edition, and as enacted or amended so far as it may concern the making of this plat and the setting of monuments and markers have been complied with.



**NOTARY CERTIFICATION**

The owner(s) have sworn to and subscribed before me this 5th day of AUGUST 1983.

ELECTION DISTRICT SPRINGDALE #24

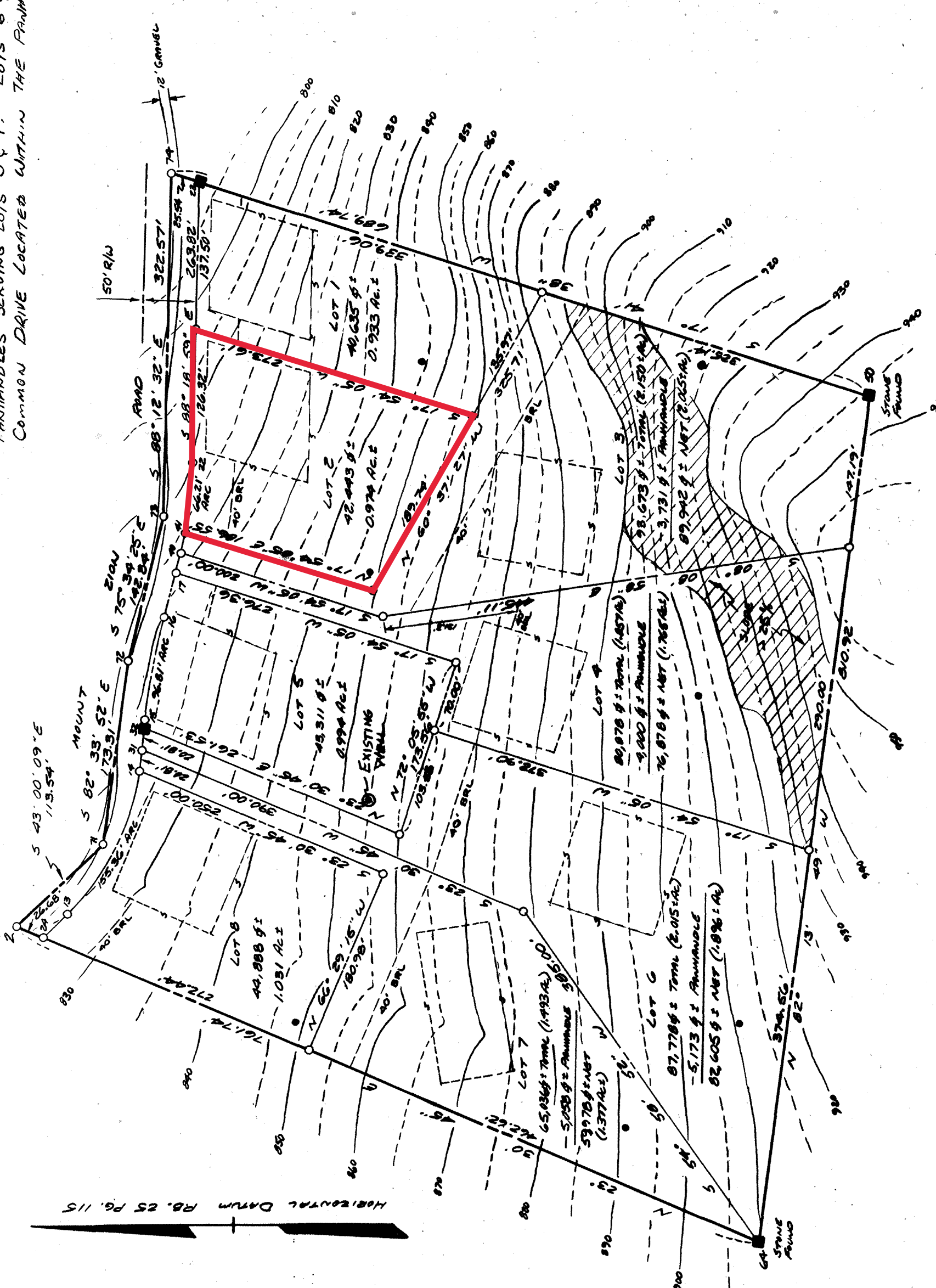
Combined Preliminary - Final Plat of Reorganization  
Lots 1-B, Block A, Section One  
Previously Recorded in Plat Book 15 Page 20  
SITUATED ON M.T. ZION ROAD

FREDERICK COUNTY, MARYLAND

**ROTHENHOEFER ENGINEERS INC.**  
102 WEST CHURCH STREET  
FREDERICK, MARYLAND 21701

REVISIONS	DWG. NO.
1/22/82	820-909
7/31/82	
11/13/82	
1/13/83	

SCALE: 1" = 100' DATE: SEPT 30, 1982



**OUTLINE COORDINATES**

POINT	NORTH	EAST
1	-7165.452	-5918.764
24	-7190.557	-5928.815
24	-7063.947	-6222.660
50	-7973.689	-5918.360
28	-7340.977	-5213.982
74	-7316.583	-5208.758
73	-7306.501	-5331.138
72	-7270.914	-5649.474
71	-7248.486	-5941.327
18	-7215.048	-5907.837
14	-7282.701	-5772.405
31	-7285.394	-5751.766
32	-7289.381	-5731.131
15	-7307.697	-5626.450
16	-7318.269	-5585.357
17	-7322.859	-5546.026
41	-7326.642	-5480.186
22	-7333.152	-5480.186

**MINIMUM BUILDING RESTRICTION LINES**  
FRONT ..... 30'  
REAR ..... 30'  
SIDE ..... 10'

**SYMBOLS:**  
 PROPOSED WELL  
 SEPTIC AREA  
 MONUMENT  
 IRON PIPE

**CURVE DATA**

POINT TO POINT	CHORD	ARC	ANGLE	CHORD	ANGLE
13	59' 33" 48"	60' 92"	155' 36"	5 62' 47" 00" E	152' 59"
15	06' 59" 26"	783' 51"	96' 01"	5 79' 04' 10" E	96' 75"
17	08' 24' 09"	478' 58"	20' 07"	5 76' 46' 31" E	20' 07"
40	02' 24' 47"	478' 58"	20' 16"	5 79' 10' 58" E	20' 15"
41	07' 35' 39"	478' 58"	66' 21"	5 84' 21' 11" E	66' 16"

**COURSES & DISTANCES**

POINT TO POINT	BEARING & DISTANCE
13	5 48' 00" 09" E 31.65'
14	5 82' 33' 52" E 20.01'
31	5 82' 33' 52" E 20.01'
32	5 82' 33' 52" E 20.01'
15	5 82' 33' 52" E 9.71'
16	5 75' 24' 24" E 42.43'

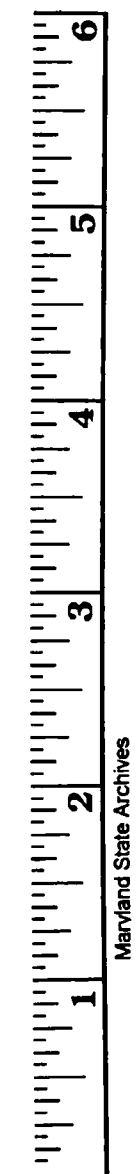
TOTAL AREA OF LOTS ..... 11,452 ± sq. ft.  
TOTAL AREA OF SUBDIVISION ..... 11,869 ± sq. ft.

**APPROVED FREDERICK COUNTY PLANNING COMMISSION**  
DATE: August 1983  
APPROVED FREDERICK COUNTY DEPARTMENT OF HEALTH  
DATE: 8/14/83

**NOTES:**  
The Frederick County Health Department reserves the right to require that wells be drilled and a well completion certificate be submitted by the driller which notes a water yield ample for domestic purposes, prior to Health Department approval of building and sewerage permits.  
No buildings, basements, rights-of-way, wells or other permanent or physical objects (man-made structures) are allowed in the septic area.  
There must be gravity flow of sewer from the house location to the entire septic area.  
A 6 ft. drainage and utility easement is reserved along all lot lines.  
Vertical Datum Same AS PB. 25 PG. 115 - Tопо Field Run  
**GUARANTEE OF IMPROVEMENTS**  
APPROVED  
DATE: 11-20-82

**OWNER:**  
George T. Horman  
22 W. 2nd Street  
Frederick, Md. 21701  
Ph. (301) 662-8248

Book MSA 55W 12414-2745  
S-693 76-13/2  
DATE: SEPT 30, 1982



FREDERICK COUNTY HEALTH DEPARTMENT  
ENVIRONMENTAL HEALTH SERVICES

350 Montevue Lane, Frederick, MD 21702-8245  
301-600-1715 (Information)/301-600-3180 (Fax Machine)

Email to [InformationResearchRequests@FrederickCountyMD.gov](mailto:InformationResearchRequests@FrederickCountyMD.gov)

**INFORMATION RESEARCH REQUEST FORM**

Date February 24, 2017

This letter serves as a formal request for information on the property located at  
Street Address 4725 MOUNT ZION RD, FREDERICK MD 21703

Subdivision Name HORMAN SUBDIVISION

Lot # 2 Section 1 Block A  
Tax Map 76 Parcel 474

Well Identification Tag Number FR-94-2827  
(tag should be attached to well casing)

**\*\*\*ALL INFORMATION BELOW MUST BE PROVIDED OR REQUEST WILL NOT BE PROCESSED\*\*\***

**Name of property owner at the time of well and/or septic installation, or at the time of repair or replacement.  
A Deed Search by requester may be necessary in order to complete form.**

Current Owner's Name Sandy and Aaron Cochran since March 15, 2005

**AND**

United Plaza, LLC November 2, 2004

Previous Owners Names Back to 1950 or year installation occurred

**\*\*\* (This information must be provided or request will NOT be processed) \*\*\*** George T. Horman October 29, 2004

Winnetka, LLC June 20, 2003

Joseph T & Judy R. Horman August 27, 1984

Russell Z. & Virginia T. Horman July 31, 1972

Virgie Himes Wiles September 26, 1933

Provide me with the following information

**EXISTING PROPERTY WITH DWELLING**  **NEW PROPERTY WITH NO DWELLING**  
 well completion report  proposed septic location (new lots)  
 existing septic location  total bedrooms count allowed (perk results)  
 bedrooms permitted with current septic system  
 other (be specific) Any other details available for this lot.

Requested by Name John Crum Information to be  picked up  
Address 10 W. College Terr., Suite 220, Frederick, MD 21701  mailed  
Phone (home) \_\_\_\_\_  emailed to  
(work) 301-667-8455 johncrum@66still.com  
(fax) 301-695-2621

**NOTE:** Requested information will be returned to you within a **minimum** of ten (10) working days of receipt. A **minimum** of up to 15 working days must be allowed for percolation verification and other technical questions.

**NOTE:** INCOMPLETE REQUEST FORMS WILL NOT BE PROCESSED.





John Crum &lt;johncrum@66still.com&gt;

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## Information Request: 4725 Mount Zion Road

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**Crampton, Bryan (Health/EH)** <BCrampton1@frederickcountymd.gov>  
To: "johncrum@66still.com" <johncrum@66still.com>

Fri, Feb 24, 2017 at 12:03 PM

John,

Attached are the well and proposed septic records for 4725 Mount Zion Road.

Thanks,

Bryan Crampton, LEHS

Frederick County Health Department

350 Montevue Lane

Frederick, MD 21702

(o) [301-600-1715](tel:301-600-1715)

(f) [301-600-3180](tel:301-600-3180)

[www.FrederickCountyMD.gov/health](http://www.FrederickCountyMD.gov/health)

The mission of the Frederick County Health Department is to improve the health and well-being of the residents of Frederick County through programs that prevent disease and illness, promote wellness and safety, and protect public health.

Follow us on:



**CONFIDENTIALITY NOTICE:** Any documents accompanying this transmission may contain confidential health information that is legally privileged. This information is intended only for the use of the individual or entity named above. The authorized recipient of this information is prohibited from disclosing this information to any other party unless required to do so by law or regulation, and is required to destroy the information after its stated need has been fulfilled. If you are not the intended recipient, you are hereby notified that any disclosure, copying, distribution or action taken in reliance on the contents of these documents is strictly prohibited. If you have received this information in error, please notify the sender immediately and arrange for the return or destruction of the original document(s). Thank you.

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1457K

SEQUENCE NO. (MDE USE ONLY) 54

STATE OF MARYLAND WELL COMPLETION REPORT FILL IN THIS FORM COMPLETELY PLEASE TYPE

THIS REPORT MUST BE SUBMITTED WITHIN 45 DAYS AFTER WELL IS COMPLETED. COUNTY NUMBER 02-15

DATE RECEIVED MM DD YY 07 31 03

DATE WELL COMPLETED MM DD YY 07 31 03 DEPTH OF WELL 402 (TO NEAREST FOOT)

PERMIT NO. FROM "PERMIT TO DRILL WELL" FR-94-2827

OWNER NORMAN JOSEPH STREET OR RFD 5649 NORMAN LANE TOWN FREDERICK SUBDIVISION NORMAN SUB SECTION 1 LOT 2

WELL LOG table with columns for DESCRIPTION, FEET (FROM, TO), and check if water bearing. Includes handwritten entries: OVERBURDEN 0' 15', SLATE 15' 80', HIT WATER AT 80' 3.7 GPM, SLATE 80' 402'.

GROUTING RECORD. WELL HAS BEEN GROUTED (Y). TYPE OF GROUTING MATERIAL: CEMENT (CM), BENTONITE CLAY (BC). NO. OF BAGS 13, NO. OF POUNDS 1274. GALLONS OF WATER 78. DEPTH OF GROUT SEAL 0 to 41 ft.

CASING RECORD. MAIN CASING TYPE: PL (PLASTIC). Nominal diameter top (main) casing: 6 inch. Total depth of main casing: 41 feet.

OTHER CASING (if used) diameter inch, depth (feet) from to.

SCREEN RECORD. screen type or open hole: HO (OPEN HOLE). insert appropriate code below.

NUMBER OF UNSUCCESSFUL WELLS: 0. WELL HYDROFRACTURED: Y.

CIRCLE APPROPRIATE LETTER: A (A WELL WAS ABANDONED AND SEALED WHEN THIS WELL WAS COMPLETED).

I HEREBY CERTIFY THAT THIS WELL HAS BEEN CONSTRUCTED IN ACCORDANCE WITH COMAR 26.04.04 "WELL CONSTRUCTION" AND IN CONFORMANCE WITH ALL CONDITIONS STATED IN THE ABOVE CAPTIONED PERMIT...

DRILLERS LIC. NO.: M SD 095. DRILLERS SIGNATURE: Austin Lawe. LIC. NO.: M SD 095.

SITE SUPERVISOR (sign. of driller or journeyman responsible for sitework if different from permittee).

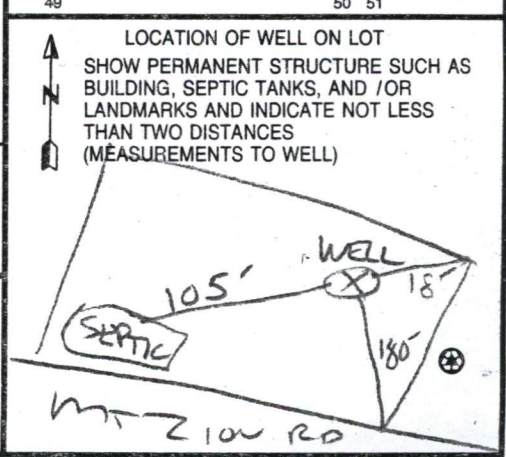
DEPTH (nearest ft.) table with rows for ACCHS, ER, and slot size. Includes handwritten entries: HO 40 402.

GRAVEL PACK IF WELL DRILLED WAS FLOWING WELL INSERT F IN BOX 68.

MDE USE ONLY (NOT TO BE FILLED IN BY DRILLER). TELESCOPE CASING, LOG INDICATOR, OTHER DATA.

PUMPING TEST. HOURS PUMPED (nearest hour) 6. PUMPING RATE (gal. per min.) 3.7. METHOD USED TO MEASURE PUMPING RATE: BUCKET/TIME. WATER LEVEL (distance from land surface) BEFORE PUMPING 33 ft., WHEN PUMPING 53 ft. TYPE OF PUMP USED (for test): S (submersible).

PUMP INSTALLED. DRILLER INSTALLED PUMP (YES/NO). TYPE OF PUMP INSTALLED: S. CAPACITY: GALLONS PER MINUTE (to nearest gallon) 31-35. PUMP HORSE POWER 37-41. PUMP COLUMN LENGTH (nearest ft.) 43-47. CASING HEIGHT (circle appropriate box and enter casing height) above 2 (nearest foot).





OK for 3-4 bedrooms

CURVE DATA

POINT	DELTA	RADIUS	ARC	TAN	CHORD
14	39° 33' 45"	225.00'	155.36'	80.92'	S 62° 47' 00" E 152.29'
16	06° 59' 26"	793.51'	96.81'	48.47'	S 79° 04' 10" E 96.75'
40	02° 24' 09"	478.58'	20.07'	10.04'	S 76° 46' 31" E 20.07'
41	02° 24' 47"	478.58'	20.16'	10.08'	S 79° 10' 58" E 20.15'
22	07° 55' 38"	478.58'	66.21'	33.16'	S 84° 21' 11" E 66.16'

NOTE

- (1) AT SUCH TIME PUBLIC WATER BECOMES AVAILABLE ALL LOTS MUST CONNECT.
- (2) A MODIFICATION WAS GRANTED BY THE PLANNING

CURVES & DISTANCES

POINT	BEARING & DISTANCE
13	S 43° 00' 09" E 31.63'



### FREDERICK COUNTY GENERAL DISCLOSURES & RIGHT TO FARM ORDINANCE

This disclosure statement concerns the real property located in the County of Frederick, State of Maryland, described as **4725 Mount Zion Rd, Frederick, MD 21703**

**MASTER PLANS AND ZONING ORDINANCES.** Buyers have the right to review any applicable master plans, zoning ordinances, Frederick Municipal Airport Overlay Zone, Historic Preservation Overlay District, National Register of Historic Places, or other maps and information relating to planned land uses, roads, highways and the location of parks and other public facilities affecting the property. This information may be found online or at most local, county or state offices such as Parks and Recreations, Planning and Zoning, etc.

- **Solar** – Please be advised that if there are solar panels on the property, it is the buyers and sellers responsibility to decide the terms under which these panels have been installed and how to transfer that ownership or lease and any costs associated with that transfer.
- **Septic System** – If the property uses a private septic system, be advised that if the systems needs a major repair or replacement, it may need to be updated with a "Best Available Technology" (BAT) system. If the property has a BAT system installed, there may be an easement recorded on the property. Please check with the Frederick County Health Department.
- **HOA/Condo** – There may be additional fees due at settlement. It is the responsibility of the buyer and seller to verify.

**SELLER DISCLOSURE of SPECIAL TAXING DISTRICTS or COMMUNITY DEVELOPMENT AUTHORITIES** in Frederick County, including but not limited to: Lake Linganore CDA, Urbana CDA, Brunswick Crossing and others. Seller is responsible for disclosing to Buyer if property lies within a Special Taxing District or CDA. **For the most accurate and up-to-date information regarding Special Taxing Districts or Community Development Authorities in Frederick County, please contact MuniCap, Inc. at (443) 539-4101.**

In Frederick County, the vendor of a property that is subject to a tax or fee of a Special Taxing District as authorized in Article 23A, § 44A(b) of the Code or by a Community Development Authority as authorized in § 2-7-125(b) of the Public Local Laws of Frederick County may not enforce a contract for the sale of the property unless, within 20 calendar days after entering into the contract, the Purchaser of the property is provided the following information in writing:

**IF this sale is subject to a tax or fee of a Special Taxing District or Community Development Authority, State law requires that the Seller disclose to you at or before the time the contract is entered into, or within 20 calendar days after entering into the contract, certain information concerning the property you are purchasing. The content of the information to be disclosed is set forth in § 10-704 of the Real Property Article of the Maryland Annotated Code and includes the amount of the current annual tax or fee of the Special Taxing District or Community Development Authority, and a statement of whether any tax or fee of the Special Taxing District or Community Development Authority against the property is delinquent.**

- The amount of the current annual tax or fee of the Special Taxing District or Community Development Authority on the property is \$ **N/A**
- The number of years remaining for the tax or fee of the Special Taxing District or Community Development Authority on the property is **N/A**
- Whether any tax or fee of the Special Taxing District or Community Development Authority against the property is delinquent: Tax or fee \_\_\_\_\_ is delinquent  is not delinquent.

Buyer \_\_\_\_\_ / \_\_\_\_\_

Seller **[JF]** / \_\_\_\_\_

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Page 1 of 2





**Real Estate Transfer Disclosure Statement**

THIS DISCLOSURE STATEMENT CONCERNS THE REAL PROPERTY LOCATED IN THE COUNTY OF FREDERICK, STATE OF MARYLAND, DESCRIBED AS 4725 Mount Zion Rd, Frederick, MD 21703

THIS STATEMENT IS A DISCLOSURE OF THE EXISTENCE OF THE FREDERICK COUNTY RIGHT TO FARM ORDINANCE IN COMPLIANCE WITH FREDERICK COUNTY ORDINANCE NO. 96-23-175 (THE FREDERICK COUNTY RIGHT TO FARM ORDINANCE).

**SELLER'S INFORMATION**

THE FOLLOWING ARE REPRESENTATIONS MADE BY THE SELLER AND ARE NOT THE REPRESENTATIONS OF THE AGENT(S), IF ANY. THIS INFORMATION IS A DISCLOSURE AND IS NOT INTENDED TO BE PART OF ANY CONTRACT BETWEEN THE BUYER AND SELLER.

FREDERICK COUNTY ALLOWS AGRICULTURAL OPERATIONS (as defined in the Frederick County Right to Farm Ordinance) WITHIN THE COUNTY. You may be subject to inconveniences or discomforts arising from such operations, including but not limited to noise, odors, fumes, dust, flies, the operation of machinery of any kind during any 24-hour period (including aircraft), vibration, the storage and disposal of manure, and the application by spraying or otherwise of chemical fertilizers, soil amendments, and pesticides. Frederick County has determined that inconveniences or discomforts associated with such agricultural operations shall not be considered to be an interference with reasonable use and enjoyment of land, if such operations are conducted in accordance with generally accepted agricultural management practices. Frederick County has established a reconciliation committee to assist in the resolution of disputes which might arise between persons in this County regarding whether agricultural operations conducted on agricultural lands are causing an interference with the reasonable use and enjoyment of land or personal well being and whether those operations are being conducted in accordance with generally accepted agricultural practices. If you have any question concerning this policy or the reconciliation committee, please contact the Frederick County Planning Department for additional information.

Seller   
c/o ~~Ted Fleming~~ Sandy Spring Bank

Date 02/27/2018

Seller \_\_\_\_\_

Date \_\_\_\_\_

I/WE ACKNOWLEDGE RECEIPT OF A COPY OF THIS STATEMENT:

Buyer \_\_\_\_\_

Date \_\_\_\_\_

Buyer \_\_\_\_\_

Date \_\_\_\_\_

**IF YOU DESIRE LEGAL ADVICE, CONSULT YOUR ATTORNEY.**



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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

FOR

"HORMAN SUBDIVISION"

Rec'd for Record *March 23 1984* At *2:56* O'clk *P* M Same Day Recorded & Ex'd per Charles C. Keller, CLE

THIS DECLARATION made on the date hereinafter set forth by Russell Z.

Horman and Virginia T. Horman of Frederick County, Maryland, hereinafter referred to as "Declarants".

WITNESSETH:

WHEREAS, Declarants are owners of certain property located in Braddock Election District No. 24, Frederick County, Maryland, said real estate having been conveyed unto Russell Z. Horman and Virginia T. Horman by deed dated July 31, 1972, and recorded among the Land Records of Frederick County, Maryland, in Liber 886, folio 470, which said real estate Declarants desire to develop for residential purposes; and

WHEREAS, Declarants wish to establish Covenants, Conditions and Restrictions for the development of said property, which said Covenants, Conditions and Restrictions shall apply to the lots and land described in that Plat entitled "Preliminary/Final Plat of Re-Subdivision Lots 1-8, Block A, Section 1 previously recorded in Plat Book 15 at Page 20, among the Plat Records of Frederick County, Maryland, Situated along Mt. Zion Road HORMAN SUBDIVISION", recorded in Plat Book 27 at Page 179, among the Plat Records of Frederick County, Maryland.

NOW, THEREFORE, Declarants hereby declare that all the property described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions which are for the purpose of protecting the value and desirability of and which shall run with the real property and be binding on all parties having any right, title or interest in the described property or any part thereof.

FIRST: The lots in said subdivision as now laid out or as hereinafter altered or modified shall be used for residential purposes only and no buildings shall be erected, altered, placed or permitted to remain on any lot other than

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TROUT BUILDING  
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FREDERICK, MARYLAND 21701  
1301 694 0700

RECD FEE 30.00  
2885 #  
#90034 C123, R01 T14:56  
F03/23/84

30.00

one (1) detached single-family dwelling not to exceed two and one-half (2 1/2) stories in height and a private garage for not more than three (3) automobiles.

SECOND: No building, fence, wall or structure of any kind shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing location of the structure, fence or wall have been approved by the Architectural Control Committee as to the quality of workmanship and materials, harmony of external design with existing structures and as to location with respect to topography and finish grade elevation. The Architectural Control Committee is composed of Russell Z. Horman and Virginia T. Horman. The Committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining member shall have full authority to designate a successor. Neither the members of the committee, nor their designated representative shall be entitled to any compensation for services performed, pursuant to this covenant. At any time, the then record owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the committee or to withdraw from the committee or to restore to it any of its powers and duties. The committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee, or their designated representative, fails to approve or disapprove within thirty (30) days after plans and specifications have been submitted to it, approval shall not be required and the related covenants shall be deemed to have been fully complied with. Any alteration, construction or fence begun before the submission to the Architectural Control Committee shall be deemed to be disapproved without further action by the Committee and shall be removed upon demand by the committee or their authorized representative whether said demand is made before or after the completion of the alteration, construction or fence.

THIRD: No dwelling shall be permitted on any lot at a cost of less than \$35,000.00 per house, based upon cost levels prevailing on the date these

covenants are recorded for the minimum permitted dwelling size. The ground floor area of the main structure, exclusive of one story open porches and garages, shall not be less than 1,200 square feet for a one story dwelling, not less than 850 square feet per floor for a dwelling of more than one story. For split level dwelling not containing an integral garage, the ground cover area shall not be less than 1,000 square feet and for split level dwellings containing an integral garage the ground cover area shall not be less than 1,200 square feet, exclusive of the area covered by the garage.

All exposed exterior walls of residences and garages shall be built of vinyl, brick, stone or natural wood, stucco, weatherboard or combinations thereof, aluminum clapboard siding to the end that no such walls shall be built of any other materials on any lot unless the same are covered by brick, stone, weatherboard, stucco, aluminum or combinations thereof.

FOURTH: (a) No building shall be erected or located on any lot nearer to the front line or nearer to the side street line than the minimum building setback lines shown on the recorded plat or any amendment to or resubdivision thereof, or in the event no such lines are shown on the plat, then all setback lines for the front, side and rear of each lot shall comply with the Frederick County Zoning and Subdivision Regulations in effect as of the date of this instrument. In any event, no building shall be located on any lot nearer than thirty (30) feet to the front lot line or to the side street line (right-of-way).

(b) For the purposes of this covenant, eaves, steps and open porches shall not be considered as a part of a building.

(c) An encroachment into the aforesaid setback areas of not more than twelve (12) inches shall not constitute a violation of these restrictions.

FIFTH: Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the side and rear six (6) feet of each lot. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or

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interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

SIXTH: No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

SEVENTH: No structure of a temporary nature, trailer, basement, tent, shack, garage, barn or other building shall be used on any lot at any time as a residence, either temporarily or permanently.

EIGHTH: No sign of any kind shall be displayed to the public view on any lot except one (1) professional sign of not more than one (1) square foot, one sign of not more than five (5) square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

NINTH: No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other usual household pets not in excess of two (2) may be kept provided that they are not kept, bred, or maintained for any commercial purposes and are not permitted to roam at large.

TENTH: No fence shall be erected, placed or altered on any lot nearer to any street than the minimum building setback lines as shown on the recorded plat or any amendment to or resubdivision thereof. No fence, or hedge shall exceed forty-eight (48) inches in height and shall not interfere with underground or surface drainage, structures, pipes or ditches. This restriction shall not apply to retaining walls required by topography, but which enclosures, patios and retaining walls shall require a written approval of the Architectural Control Committee as provided in Paragraph Second. The use of the word "fence" herein shall exclude the construction of a wall.

ELEVENTH: That portion of any lot covered by these covenants, which is not occupied by a building shall be kept free and clear of all weeds and debris so that the same may be identified as a residential lot. Any lot which has been sold but on which no building has been constructed shall likewise be kept free and clear of debris, pending the construction of a residence thereon. Each property owner shall promptly remove or otherwise dispose of any accumulation of trash, garbage or rubbish, and at all times maintain said property in a neat and sanitary condition.

TWELFTH: No automobiles, trucks, tractors, tractor trailers, house trailers, travel trailers, boats or any other vehicles or equipment of a similar nature shall be allowed on any property unless they display a valid current license or registration, or are stored in a garage. In addition, no such vehicle or other type of recreational vehicle shall be parked on the streets of the subdivision, with or without a current registration or license, for a period to exceed fifteen (15) days.

THIRTEENTH: These covenants are to run with the land as designated on the aforesaid plats, and shall be binding on all parties and all persons claiming under them for a period of thirty (30) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive period of ten (10) years unless an instrument signed by a majority of the owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

FOURTEENTH: Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

FIFTEENTH: Invalidation of any one of these covenants by judgment or court order shall in no wise effect any of the other provisions which shall remain in full force and effect.

SIXTEENTH: It shall not be necessary to incorporate the covenants herein set forth in every deed of conveyance for lots set forth on the aforescribed

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plats to be recorded among the Plat Records in the Office of the Clerk of the Circuit Court for Frederick County, but the reference to this Declaration and restrictive covenants herein shall be sufficient notice of said covenants.

IN WITNESS WHEREOF, the undersigned, being the Declarants herein, have hereunto set their hands and seals this 20 day of ~~February~~ <sup>March</sup>, 1984.

WITNESS:

*Russell T. Horman*  
RUSSELL T. HORMAN

*Russell Z. Horman* (SEAL)  
RUSSELL Z. HORMAN

*Russell T. Horman*  
RUSSELL T. HORMAN

*Virginia T. Horman* (SEAL)  
VIRGINIA T. HORMAN

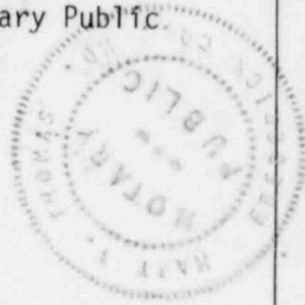
STATE OF MARYLAND, COUNTY OF FREDERICK, TO WIT:

I HEREBY CERTIFY that on this 20<sup>th</sup> day of ~~February~~ <sup>March</sup>, 1984, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared RUSSELL Z. HORMAN and VIRGINIA T. HORMAN, and each did acknowledge the foregoing Declaration of Covenants, Conditions and Restrictions for "Horman Subdivision" to be their respective act and deed.

WITNESS my hand and Notarial Seal.

*Mary W. Thomas*  
Mary W. Thomas, Notary Public

My Commission expires: 7/1/86



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FREDERICK COUNTY CIRCUIT COURT (Land Records) CCK 1231, p. 0924, MSA\_CE61\_1076. Date available 09/01/2006. Printed 02/23/2017.