



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 _____ . ▪ **ADDENDUM** to Contract of Sale dated _____
between Buyer _____
and Seller Estate of Ralph Dennis
for Property known as 34157 Somerset Road, Pocomoke City, MD 21851.

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**.

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

ADDITIONAL INCLUSIONS (SPECIFY): _____

ADDITIONAL EXCLUSIONS (SPECIFY): _____

2. LEASED ITEM(S) INCLUDED:

- | | |
|---|--------------------------------------|
| ☐ Fuel Tank(s) | ☐ Other _____ |
| ☐ Solar Panels | ☐ Other _____ |
| ☐ Alarm System | ☐ Other _____ |
| ☐ Water Treatment System | ☐ Other _____ |

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

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

- | | | | | | |
|------------------|---------------------------------|--|--------------------------------------|------------------------------------|--------------------------------------|
| Water Supply | ☐ Public | ☒ Well | | | |
| Sewage Disposal | ☐ Public | ☒ Septic | ☐ Other _____ | | |
| Heating | ☐ Gas | ☐ Electric | ☐ Oil | ☐ Heat Pump | ☐ Other _____ |
| Hot Water | ☐ Gas | ☐ Electric | ☐ Oil | | ☐ Other _____ |
| Air Conditioning | ☐ Gas | ☐ Electric | | | ☐ Other _____ |

Utility Service Providers: _____

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

Buyer Signature **Date**

Buyer Signature **Date**

Seller Signature **Date**

Seller Signature **Date**



MARYLAND RESIDENTIAL PROPERTY DISCLOSURE AND DISCLAIMER STATEMENT

Property Address: 34157 Somerset Road, Pocomoke City, MD 21851

Legal Description:

NOTICE TO SELLER AND PURCHASER

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

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

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

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

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

MARYLAND RESIDENTIAL PROPERTY DISCLOSURE STATEMENT

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

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

How long have you owned the property?

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

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

Please indicate your actual knowledge with respect to the following:

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

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

3. Roof: Any leaks or evidence of moisture? ☐ Yes ☐ No ☐ Unknown
 Type of Roof: _____ Age: _____
 Comments: _____
 Is there any existing fire retardant treated plywood? ☐ Yes ☐ No ☐ Unknown
 Comments: _____

4. Other Structural Systems, including exterior walls and floors:
 Comments: _____
 Any defects (structural or otherwise)? ☐ Yes ☐ No ☐ Unknown
 Comments: _____

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

6. Heating Systems: Is heat supplied to all finished rooms? ☐ Yes ☐ No ☐ Unknown
 Comments: _____
 Is the system in operating condition? ☐ Yes ☐ No ☐ Unknown
 Comments: _____

7. Air Conditioning System: Is cooling supplied to all finished rooms? ☐ Yes ☐ No ☐ Unknown ☐ Does Not Apply
 Comments: _____
 Is the system in operating condition? ☐ Yes ☐ No ☐ Unknown ☐ Does Not Apply
 Comments: _____

8. Electric Systems: Are there any problems with electrical fuses, circuit breakers, outlets or wiring?
☐ Yes ☐ No. ☐ Unknown
 Comments: _____

8A. Will the smoke alarms provide an alarm in the event of a power outage? ☐ Yes ☐ No
Are the smoke alarms over 10 years old? ☐ Yes ☐ No
If the smoke alarms are battery operated, are they sealed, tamper resistant units incorporating a silence/hush button, which use long-life batteries as required in all Maryland Homes by 2018? ☐ Yes ☐ No
Comments: _____

9. Septic Systems: Is the septic system functioning properly? ☐ Yes ☐ No ☐ Unknown ☐ Does Not Apply
 When was the system last pumped? Date: _____ ☐ Unknown
 Comments: _____

10. Water Supply: Any problem with water supply? ☐ Yes ☐ No ☐ Unknown
 Comments: _____
 Home water treatment system: ☐ Yes ☐ No ☐ Unknown
 Comments: _____
 Fire sprinkler system: ☐ Yes ☐ No ☐ Unknown ☐ Does Not Apply
 Comments: _____
 Are the systems in operating condition? ☐ Yes ☐ No ☐ Unknown
 Comments: _____

11. Insulation:
 In exterior walls? ☐ Yes ☐ No ☐ Unknown
 In ceiling/attic? ☐ Yes ☐ No ☐ Unknown
 In any other areas? ☐ Yes ☐ No ☐ Unknown Where? _____
 Comments: _____

12. Exterior Drainage: Does water stand on the property for more than 24 hours after a heavy rain?
☐ Yes ☐ No ☐ Unknown
 Comments: _____
 Are gutters and downspouts in good repair? ☐ Yes ☐ No ☐ Unknown
 Comments: _____

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

Comments:_____

Any treatments or repairs? ☐Yes ☐No ☐Unknown

Any warranties? ☐Yes ☐No ☐Unknown

Comments:_____

14. Are there any hazardous or regulated materials (including, but not limited to, licensed landfills, asbestos, radon gas, lead-based paint, underground storage tanks, or other contamination) on the property?

☐ Yes ☐ No ☐ Unknown

If yes, specify below

Comments:_____

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

☐ Yes ☐ No ☐ Unknown

Comments:_____

16. Are there any zoning violations, nonconforming uses, violation of building restrictions or setback requirements or any recorded or unrecorded easement, except for utilities, on or affecting the property?

☐ Yes ☐ No ☐ Unknown

If yes, specify below

Comments:_____

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

Comments:_____

17. Is the property located in a flood zone, conservation area, wetland area, Chesapeake Bay critical area or Designated Historic District?

☐Yes ☐No ☐Unknown If yes, specify below

Comments:_____

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

☐Yes ☐No ☐Unknown If yes, specify below

Comments:_____

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

☐Yes ☐No ☐Unknown

Comments:_____

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

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

Seller(s) _____ Date _____

Seller(s) Philip T. Kelly dotloop verified
12/02/25 4:06 AM EST
LWCD-KCYQ-0555-TYLR 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

Phillip Tunley

dotloop verified
12/02/25 4:06 AM EST
DWC9-BING-YEE1-BEJR

 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_____

Right To Farm

REAL ESTATE TRANSFER DISCLOSURE STATEMENT

THIS DISCLOSURE STATEMENT CONCERNS THE REAL PROPERTY LOCATED IN THE COUNTY OF
Worcester, STATE OF MARYLAND, DESCRIBED AS

34157 Somerset, Pocomoke City

THIS STATEMENT IS A DISCLOSURE OF THE EXISTENCE OF THE Worcester COUNTY RIGHT
TO FARM LAW IN COMPLIANCE WITH THE CODE OF PUBLIC LOCAL LAWS OF Worcester
COUNTY, THE RIGHT TO FARM LAW.

SELLERS 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.**

Worcester COUNTY ALLOWS AGRICULTURAL OPERATIONS (as defined in the
County Right to Farm Law) 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), the use of irrigation, vibration, the storage and
disposal of manure,
and the application by spraying or otherwise of chemical fertilizers, soil amendments, and pesticides.
Worcester County has determined the 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. 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 questions concerning this
policy or the reconciliation committee, please contact the Worcester County Planning Department for
additional information.

Seller _____ Date _____

Seller _____ Date _____

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

Buyer _____ Date _____

Buyer _____ Date _____

IF YOU DESIRE LEGAL ADVICE, CONSULT YOUR ATTORNEY