

## CARROLL COUNTY NOTICES AND DISCLOSURES ADDENDUM

(for use with the MAR Contract of Sale)

The Residential Contract of Sale between \_\_\_\_\_ (Seller) and \_\_\_\_\_ (Buyer) dated \_\_\_\_\_ for the sale of property known as \_\_\_\_\_ (the Property) located in Carroll County, Maryland, is hereby amended by addition of the following which is incorporated in and made a part of the Contract of Sale. In the event any of the following provisions are inconsistent with other provisions in the Contract of Sale, the terms and conditions of this Addendum shall supersede such other provisions and shall control.

### **NOTICE**

INFORMATION ABOUT THIS PROPERTY (INCLUDING IMPACT FEES ON NEW CONSTRUCTION, SUBDIVISION DETAILS, HIGHWAYS, ROADS, BY-PASSES, TEMPORARY CUL-DE-SACS & ROAD EXTENSIONS, OFF-CONVEYANCE DETAILS SUCH AS INTENDED USE, BUILDING PERMITS AND PROPERTY ACCESS IS AVAILABLE IN THE CARROLL COUNTY PLANNING AND DEVELOPMENT DEPARTMENT. FUTURE USES, PAST USES AND ORDINANCES AFFECTING PROPERTY USES ARE INCLUDED IN THE:

- RECORD PLAT
- CARROLL COUNTY MASTER PLAN
- CARROLL COUNTY ZONING ORDINANCE

COMMUNITY PLANNERS ARE FAMILIAR WITH THE COMMUNITIES TO WHICH THEY ARE ASSIGNED AND CAN ANSWER YOUR QUESTIONS.

CARROLL COUNTY BUREAU OF COMPREHENSIVE PLANNING - 410-386-2145  
BUREAU OF DEVELOPMENT REVIEW - 410-386-2143  
225 N. CENTER STREET, WESTMINSTER, MD 21157

**1. RIGHT TO FARM DISCLOSURE STATEMENT** (CARROLL COUNTY ORDINANCE NO. 127, THE CARROLL COUNTY RIGHT TO FARM ORDINANCE).

**SELLER'S STATEMENT:** THE FOLLOWING ARE REPRESENTATIONS MADE BY THE SELLER AND ARE NOT THE REPRESENTATIONS OF THE AGENT(S), IF ANY. **THIS INFORMATION IS A DISCLOSURE REQUIRED BY CARROLL COUNTY.** CARROLL COUNTY ALLOWS AGRICULTURAL OPERATIONS (as defined in the Carroll 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. Carroll 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. Carroll 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 questions concerning this policy or the reconciliation committee, please contact the Carroll County Bureau of Comprehensive Planning and/or Bureau of Development Review for additional information.

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

**2. COUNTY COMPREHENSIVE MINERAL RESOURCE PLAN:** Carroll County has adopted a Comprehensive Mineral Resource Plan. This Plan identifies and ensures that certain areas will be protected for potential current and future economic development of these mineral resources. Buyer may review the Carroll County zoning maps to determine the impact said Mineral Resource Overlay Zone may have on their immediate and future property value and/or the present and future use and enjoyment of the Property. For more information Buyer should contact the Carroll County Bureau of Comprehensive Planning and/or Bureau of Development Review.

**3. AIRPORT EXPANSION, HELIPORTS & LANDING PATHS:** Buyer is hereby advised that there may be existing or plans for future airports, heliports and landing paths near the Property. For information Buyer should inquire with all appropriate County, State and or Federal authorities.

THE PARTIES INITIALS ARE FOR  
ACKNOWLEDGING RECEIPT OF  
PAGE 1 OF THIS ADDENDUM

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

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

\_\_\_\_\_  
Seller/Date

\_\_\_\_\_  
Seller/Date

**4. DEFERRED WATER AND SEWER:** Some properties in Carroll County may be subject to past, current or future water deferred public water and sewer charges, required connections, and other related charges. For more information Buyer should contact the Carroll County Bureau of Utilities or the town in which the Property is located.

**5. EXISTING & PROPOSED LANDFILL SITES:** Buyer is hereby advised that the above described Property may be near an existing, proposed or closed landfill. Buyer may learn about existing, proposed or closed landfills by contacting the Carroll County Health Department.

**6. USE-IN-COMMON ROADWAY/DRIVEWAYS AND MAINTENANCE AGREEMENTS:** Buyer understands that a Property may be located on a private, use-in-common roadway/driveway. The County has no responsibility with regard to the right to use and maintenance of these roadways/driveways. Therefore, the right to use and the requirements and costs for maintenance should be determined by the Buyer. This information is available through the Public Land Records.

**7. HISTORIC DESIGNATIONS:** Buyer is hereby advised that if the Property is a designated historic site or is located within a historic district, Buyer acknowledges that, as such, the Property is subject to guidelines and regulations which may limit the extent to which the exterior features of the Property may be modified or altered. Buyer should contact the County Administrative Hearing Office and/or the local town government where the Property is located for further information. If the Property is listed on the national register, Buyer may contact the Maryland Historical Trust at (410)514-7600 for more information.

General Information

All public information pertinent to the Property but not limited to the items described above may be obtained from the Carroll County Office of Public Information and Communications Services at (410) 386-2973.

BUYER HEREBY ACKNOWLEDGES THEY ARE NOT RELYING ON THE DISCLOSURES OR LACK OF DISCLOSURES ON THESE ISSUES BY SELLER OR THE REAL ESTATE AGENT(S) OR BROKER(S) INVOLVED IN THIS SALES TRANSACTION.

BUYER AND SELLER HEREBY ACKNOWLEDGE RECEIPT OF THIS CARROLL COUNTY GENERAL NOTICES AND DISCLOSURES ADDENDUM.

\_\_\_\_\_  
Buyers Signature

\_\_\_\_\_  
Date

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Buyers Signature

\_\_\_\_\_  
Date

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Sellers Signature

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Date

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Sellers Signature

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Date

This form is the property of the Carroll County Association of REALTORS®, Inc. and is for use by REALTORS® only. Except as negotiated by the parties to the Contract, this form may not be altered or modified in any form, without the prior express written consent of the Carroll County Association of REALTORS®, Inc. The Carroll County Association of REALTORS®, Inc. including its members and employees, assumes no responsibility if this form fails to protect the interest of any party. Each party should seek its own legal, tax, and financial or other advice.