

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF MARYLAND  
(Baltimore Division)**

**In re:**

\*

**Case No. 23-10009-NVA**

**ANDREW J. PATCH,**

\*

**(Chapter 7)**

**Debtor.**

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**TRUSTEE’S MOTION FOR AUTHORITY  
TO SELL REAL PROPERTY FREE AND CLEAR OF ALL  
LIENS, CLAIMS, ENCUMBRANCES AND INTERESTS  
(12701 Maryvale Court, Ellicott City, Maryland 21042)**

Craig B. Leavers, the Chapter 7 Trustee herein (the “Trustee”), by his undersigned counsel, pursuant to 11 U.S.C. § 363(f), files this Motion for Authority to Sell Debtor’s Real Property Free and Clear of All Liens, Claim, Encumbrances and Interests (the “Motion”). In support of the Motion, the Trustee states as follows:

**Introduction**

This Motion seeks entry of an order (1) authorizing the sale of real property free and clear of all liens, claim, encumbrances and interests, (2) finding that the purchaser is a “good faith” purchaser under 11 U.S.C. § 363(m), and (3) waiving the stay imposed by Fed. R. Bankr. P. 6004(h) should there be no timely objections filed to the Motion so as to enable the Trustee to close promptly on the sale of the property.

The Motion seeks to sell the property at issue free and clear of a judgment lien in favor of 209 Madison Owner, LLC that is avoidable as a preference. As such, the Motion will provide a liquidation analysis so as to meet the standard under § 363(f)(4) in showing this Court that there exists a “bona fide dispute” with respect to 209 Madison Owner, LLC’s judgment lien.

Another motion will be filed contemporaneously with this Motion, seeking entry of an order granting the allowance of actual, necessary costs and expenses of Residential Real Estate

Solutions, LLC as an administrative expense under 11 U.S.C. § 503 for services to be rendered to the subject property so as to preserve the estate (the “503 Administrative Expense”). The Trustee desires to pay this 503 Administrative Expense at the closing on the sale of the subject property and therefore will discuss this matter briefly in this Motion. The proposed order granting the relief sought herein will provide for the payment of the 503 Administrative Expense at the closing on the sale of the property subject to entry of a separate order allowing such a claim.

### **Jurisdiction and Venue**

1. This Court has jurisdiction over this matter pursuant to 28 U.S.C. § 1334. Venue is appropriate in this Court pursuant to 28 U.S.C. §§ 1408 and 1409. This is a core proceeding within the meaning of 28 U.S.C. § 157(b)(2)(A), (N) and (O).

### **Parties and Background**

2. The debtor herein (the “Debtor”) commenced the above-captioned bankruptcy case (the “Bankruptcy Case”) by filing a voluntary petition under chapter 7 of the Bankruptcy Code on January 3, 2023 (the “Petition Date”).

3 The Trustee was appointed to serve as interim trustee in the Bankruptcy Case. The meeting of creditors is scheduled to occur on February 10, 2023 (the “Meeting of Creditors”).

4. The Debtor and his ex-wife, Pamela T. Patch (the “Co-Owner”), own as tenants in common that residential real property located in Howard County, Maryland, commonly known as 12701 Maryvale Court, Ellicott City, Maryland 21042 (the “Maryland Property”).

5. The Maryland Property, according to Zillow, has a fair market value of \$1,400,000.00. As discussed below, there is significant equity in the Maryland Property that is beneficial to the estate’s creditors.

6. Given the equity in the Maryland Property, the Trustee filed his application seeking authorization to employ Bob and Tracy Lucido of Keller Williams Lucido Agency, the Debtor's and Co-Owner's prepetition real estate agents, as a real estate broker to the Trustee (the "Trustee's Brokers").<sup>1</sup> (Doc. No. 12)

7. The Trustee's Brokers have procured a contract of sale that is the subject of this Motion. Before addressing the particulars of that contract, and in as much as this motion seeks to sell free and clear of a judgment lien that is avoidable as a preference, the Trustee pauses for a quick liquidation analysis.

**A. Claims of the Estate/Assets of Debtor to be Liquidated for the Benefit of Creditors**

8. As for claims, the Debtor's schedules reflect that taxing authorities hold priority unsecured claims in the aggregate amount of \$268,990.18. (Doc. No. 19, pp. 17-18) There are general unsecured claims in the aggregate amount of \$1,382,454.76. (Doc. No. 19, pp. 19-21)

9. As for assets, the Debtor's schedules reflect the following six (6) possible non-exempt assets that may be liquidated by the Trustee, resulting in the aggregate amount of \$582,218.52 being remitted to the estate for the benefit of the Debtor's creditors: (1) the Maryland Property; (2) the Massachusetts Property (defined below); (3) 2018 BMW (defined below); (4) 2017 Tesla (defined below); (5) Watches and Ring (defined below); and (6) the Bank Accounts (defined below).

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<sup>1</sup> The Trustee's Brokers had procured a contract of sale on the Maryland Property for \$1,350,000.00 prior to the Petition Date. Those buyers, however, terminated that contract of sale last week. The Maryland Property was relisted, and the Trustee's Brokers had an open house on Sunday, January 29, 2023. As a result, the Trustee's Brokers procured three (3) offers, one of which is the subject of this Motion.

## 1. The Maryland Property (\$201,567.88)

10. As discussed below, after cost of sale, to include commissions due to the real estate agents, and payment of valid, non-avoidable liens,<sup>2</sup> the estate will receive, on account of the Debtor's interest in the Maryland Property, approximately \$201,567.88.

## 2. The Massachusetts Property (\$228,351.86)

11. On the Petition Date, the Debtor and the Co-Owner also owned as tenants in common that vacation home located in Martha's Vineyard commonly known as 23 Clinton Avenue, Oak Bluffs, Massachusetts 02557 (the "Massachusetts Property"). (Doc. No. 19, p. 4)

12. The Massachusetts Property was appraised on January 17, 2023. According to that appraisal, the Massachusetts Property has a fair market value of \$695,000.00. It is encumbered by one non-avoidable trust lien in favor of Rockland Trust. The payoff on the loan secured by that lien is \$158,796.28. (Doc. No. 19, p. 15)

13. After an estimated cost of sale in the amount of ten percent (10%),<sup>3</sup> and payment of the only non-avoidable lien in favor of Rockland Trust,<sup>4</sup> there will remain \$466,703.72 to be split between the Debtor and the Co-Owner. However, according to the Trustee's Accountant,<sup>5</sup>

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<sup>2</sup> As discussed herein, the avoidable judgment lien at issue in this Motion is that of 209 Madison Owner, LLC. It's judgment lien encumbers the Maryland Property and the Massachusetts Property, and both of those liens were recorded within 90 days from the Petition Date. They are both avoidable as discussed in paragraphs 31-33 herein. As such, the value to the estate asserted by the Trustee in this paragraph does not take into consideration the payment of 209 Madison Owner, LLC's judgment liens.

<sup>3</sup> Closing costs are typically and conservatively estimated to be 10% - 6% for the realtors and 4% for recordation and transfer taxes.

<sup>4</sup> As discussed herein, the avoidable judgment lien at issue in this Motion is that of 209 Madison Owner, LLC. It's judgment lien encumbers the Maryland Property and the Massachusetts Property, and both of those liens were recorded within 90 days from the Petition Date. They are both avoidable as discussed in paragraphs 31-33 herein. As such, the value to the estate asserted by the Trustee in this paragraph does not take into consideration the payment of 209 Madison Owner, LLC's judgment liens.

<sup>5</sup> On January 20, 2023, the Trustee filed his application seeking authority to employ Larry Strauss, CPA and his firm, Larry Strauss Esq. CPA & Associates, Inc., as the estate's accountant for the purpose of, among other things, determining whether capital gains taxes or other taxes will have to be paid from the sale of the Massachusetts Property. (Doc. No. 18)



the sale of the Massachusetts Property will result in a minor taxable event in the estimated amount of \$5,000.00. As such, the estate's share of the sale proceed from the Massachusetts Property will be approximately \$228,351.86.

### **3. 2018 BMW (\$18,380.60)**

14. The Debtor owns a 2018 BWM M240i X with 75,000 miles having a value of \$23,103.00 (the "2018 BMW"). (Doc. No. 19, p. 4) After applying the Debtor's \$1.00 exemption to the 2018 BMW (Doc. No. 19, p. 12) and satisfying the remaining \$2,411.10 of the loan for which is serves as collateral (Doc. No. 19, p. 14), the remaining value to the estate, after an estimated cost of sale in the amount of 10%, is \$18,380.60.<sup>6</sup>

### **4. 2017 Tesla (\$0.00)**

15. According to the Debtor's schedules, he and the Co-Owner own a 2017 Tesla X having a value of "unknown" (the "2017 Tesla"). The Tesla has 45,468 miles and, according to the Trustee's online search of comparable vehicles on the market, has a value of \$55,000.00 to \$60,000.00.<sup>7</sup> (Doc. No. 19, p. 4) However, according to the Debtor's and Co-Owner's property settlement agreement that was incorporated into their divorce decree, "the Tesla shall be and remain the sole and exclusive property of the Wife, free and clear of any claim, right, or interest of Husband." Hence the Debtor's notation on his schedules that the Tesla "is Ex-wife's vehicle. Debtor on title." (Doc. No. 19, p. 4) As such, the 2017 Tesla has no value to the estate.

### **5. Watches and Ring (\$10,299.00)**

16. The Debtor owns 2 Rolex watches and a class ring having an aggregate value of \$10,300.00 (the "Watches and Ring"). (Doc. No 19, p. 6) After applying the Debtor's \$1.00

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<sup>6</sup> The Trustee uses two different auctioneers for vehicles, Atlantic Auctions, Inc. and R. Hollenshead Auto Sales. Both charge, in addition to towing and other expenses, a ten percent (10%) sellers commission.

<sup>7</sup> The Trustee obtained the mileage, condition and other specifics of the Tesla from the Co-Owner's legal counsel.

exemption to the Watches and Ring (Doc. No. 19, p. 12), the remaining value to the estate is \$10,299.00.

## **6. Bank Accounts (\$123,619.18)**

17. The Debtor holds two bank accounts having an aggregate balance, as of the Petition Date, in the amount \$134,615.18 (the “Bank Accounts”). (Doc. No. 19, p. 6) After applying the Debtor’s exemptions in the Bank Accounts in the aggregate amount of \$10,996.00 (Doc. No. 19, p. 12), the Debtor will be remitting the remaining, \$123,619.18, to the Trustee.

### **B. The Contract of Sale**

18. The Trustee’s Brokers have procured a contract of sale dated January 29, 2023, for the Maryland Property from Jamie and Nivia Jacobs (the “Purchasers”) for the amount of \$1,500,000.00 (the “Contract of Sale”). A true and correct copy of the Contract of Sale is attached hereto as *Exhibit A*, and is incorporated herein by reference.

#### **1. Terms of Contract of Sale**

19. As stated above, the purchase price is \$1,500,000.00. (Contract of Sale, ¶ 7) The Purchasers have remitted a deposit in the amount of \$100,000.00 that will be applied to the Purchase Price at the closing. (Contract of Sale, ¶ 8) Closing is to occur on March 2, 2023. (Contract of Sale, ¶ 10) The Purchasers’ offer is a cash offer, and, therefore, financing is not a contingency. (Contract of Sale, ¶ 19) The sale of the Maryland Property is on an “as is” basis, and, as such, the Purchasers have declined to have the Maryland Property inspected. (Contract of Sale, ¶¶ 25, 26) Recordation and transfer taxes are to be split by the parties 50/50, and payment of real property taxes are to be adjusted and apportioned as of the date of settlement and are to be assumed and paid by the Purchasers thereafter. (Contract of Sale, ¶ 49)

## 2. The Purchasers

20. The Purchasers are disinterested, unrelated to the Debtor, the Co-Owner and the Trustee. The Contract of Sale was obtained by the Trustee's Brokers through the Purchasers' broker, Timothy W. Feaga of Heritage Realty, in an arm's length real estate transaction. The Trustee believes that the Purchasers are a "good faith" purchaser under 11 U.S.C. § 363(m).

## 3. Marketing/Sale Efforts

21. The Trustee's Broker began marketing the Maryland Property on November 8, 2022. There were over 23 showings of the Maryland Property, and the Purchasers' offer is the highest and best offer. Specifically, shortly after listing the Maryland Property, there was an offer for \$1,250,000. There was another made on December 20, 2022, for \$1,350,000.00. Most recently, there have been three offers for \$1,500,000.00, one of which is the Purchasers. The Purchasers offer is the best offer because of the cash offer with a meaningful deposit.

### C. Liens that Encumber Debtor's Interest in the Maryland Property

22. According to a title report obtained by the Trustee, there is only one lien that encumber the Co-Owner's interest in the Maryland Property. That lien is the same first priority lien that encumbers the Debtor's interest in the Maryland Property – i.e., that Purchase Money Deed of Trust executed in favor of Sandy Spring Bank. The Debtor's interest in the Maryland Property is subject to the following five (5) liens in the following priority with the following estimated balances due as of March 3, 2023:

#### 1. Sandy Spring Bank

23. Sandy Spring Bank holds a first priority trust lien via that Purchase Money Deed of Trust executed by the Debtor and the Co-Owner recorded in the Land Records of Howard County, Maryland on August 26, 2004, at liber 8585, folio 535. According to a payoff obtained

by Sandy Spring Bank, the payoff on this lien as of March 3, 2023, is approximately \$588,758.08.

24. As will be shown in the Sale Proceeds Chart below, this lien will be paid in full from the sale of the Maryland Property. As such, with respect to this lien, the sale of the Maryland Property is authorized pursuant to 11 U.S.C. § 363(f)(3).

## **2. Comptroller of Maryland**

25. The Comptroller of Maryland holds a second priority judgment lien on the Debtor's interest in the Maryland Property *via* that state tax lien recorded in the Circuit Court of Maryland for Howard County on March 12, 2019, in that case styled *Comptroller of Maryland v. Andrew J. Patch*, Case No. C-13-JG-19-000953. According to documents obtained by the Trustee from the Comptroller of Maryland, the payoff on this lien as of February 15, 2023 is \$21,620.29. Interest continues to accrue at the rate of ten percent per annum. Therefore, the estimated payoff on this lien as of March 2, 2023, will be approximately \$21,709.09.

26. As will be shown in the Sale Proceeds Chart below, this lien will be paid in full from the sale of the Maryland Property. As such, with respect to this lien, the sale of the Maryland Property is authorized pursuant to 11 U.S.C. § 363(f)(3).

## **3. Internal Revenue Service**

27. The Internal Revenue Service holds a third priority judgment lien on the Debtor's interest in the Maryland Property *via* that federal tax lien in the Circuit Court of Maryland for Howard County on June 20, 2019, in that case styled *Internal Revenue Service v. Andrew Patch*, Case No. C-13-JG-19-002337. According to documents provided to the Trustee from the Internal Revenue Service, the payoff on this lien as of February 20, 2023 is \$71,245.58. Interest continues to accrue at the rate of ten percent per annum. Therefore, the estimated payoff on this lien as of March 2, 2023, will be approximately \$71,440.78.

28. As will be shown in the Sale Proceeds Chart below, this lien will be paid in full from the sale of the Maryland Property. As such, with respect to this lien, the sale of the Maryland Property is authorized pursuant to 11 U.S.C. § 363(f)(3).

#### **4. Comptroller of Maryland**

29. The Comptroller of Maryland holds a fourth priority judgment lien on the Debtor's interest in the Maryland Property *via* that state tax lien recorded in the Circuit Court of Maryland for Howard County on November 10, 2022, in that case styled *Comptroller of Maryland v. Andrew J. Patch*, Case No. C-13-JG-22-003282. According to documents obtained by the Trustee from the Comptroller of Maryland, the payoff on this lien as of February 15, 2023 is \$108,018.60. Interest continues to accrue at the rate of ten percent per annum. Therefore, the estimated payoff on this lien as of March 2, 2023, will be approximately \$108,492.10.

30. This lien was recorded within 90 days from the Petition Date on account of an antecedent debt, and, therefore, arguably, it may be avoidable as a preference under 11 U.S.C. § 547(b). However, if avoided, the claim would be added to the priority unsecured tax claims in this case. Given the amount estimated to be recovered by the Trustee for distribution to creditors, and adding to this amount an extra \$108,492.10 from the net proceeds to the estate from the sale of the Maryland Property if this lien were to be avoided, the Comptroller of Maryland would likely receive a distribution at the end of the case paying its priority claim in full. As such, the Trustee would not be able to meet his burden under § 547(b)(5). Consequently, as will be shown in the Sale Proceeds Chart below, this lien will be paid in full from the sale of the Maryland Property. With respect to this lien, the sale of the Maryland Property is authorized pursuant to 11 U.S.C. § 363(f)(3).

## 5. 209 Madison Owner, LLC

31. 209 Madison Owner, LLC holds a fifth priority judgment lien on the Debtor's interest in the Maryland Property *via* that foreign judgment recorded in the Circuit Court of Maryland for Howard County on November 21, 2022, in that case styled *209 Madison Owner, LLC v. Andrew J. Patch*, Case No. C-13-JG-22-003407. The principal amount of this judgment is \$567,267.53.

32. This lien is avoidable as a preference under 11 U.S.C. § 547(b). In as much as it is a recorded foreign judgment, it is clear that the lien was made “to or for the benefit of a creditor” and is “for or on account of an antecedent debt owed by the debtor before [the lien was recorded in the Circuit Court of Maryland for Howard County].” 11 U.S.C. § 547(b)(1), (2). This foreign judgment was recorded on November 21, 2022, forty-three (43) days before the Petition Date. As such, the foreign judgment was recorded “while the debtor was insolvent” and occurred “on or within 90 days before the date of the filing of the petition.” 11 U.S.C. § 547(b)(3), (4). *See also*, 11 U.S.C. § 547(f) (“[T]he debtor is presumed to have been insolvent on and during the 90 days immediately preceding the date of the filing of the petition.”). Further, the recorded foreign judgment enables 209 Madison Owner, LLC to receive more on account of its lien than if the lien had not been recorded. 11 U.S.C. § 547(b)(5). Indeed, if 209 Madison Owner, LLC were to receive sale proceeds from the sale of the Maryland Property and the Massachusetts Property on account of its liens, it would receive \$429,919.74 on account of its claim (i.e., the sum of the net proceeds from the sale of the Maryland Property and the Massachusetts Property discussed in paragraphs 10 through 13 above). This is 75.78% of its claim. If the lien is avoided, however, as shown above, the estate would have \$582,218.52 to pay the \$268,990.18 worth of priority unsecured tax claims. After payment of those priority claims, \$313,228.34 would be remaining to pay the above mentioned unsecured claims in the

amount of \$1,382,454.76 plus the unsecured claim of 209 Madison Owner, LLC in the amount \$567,267.53. That is, \$313,228.34 would be distributed to \$1,949,722.29 worth of unsecured claims. In such a scenario, the unsecured creditors, to include 209 Madison Owner, LLC, would receive 16% of their claims<sup>8</sup>.

33. In light of the foregoing, this lien is in bona fide dispute under § 363(f)(4). *In re Taylor*, 198 B.R. 142, 162 (Bankr. D. S.C. 1996) (holding that the standard for determining whether a “bona fide dispute” exists under § 363(f)(4) requires an “objective basis” for the dispute and that the standard does not require that the Court resolve the underlying dispute or determine the probable outcome of the dispute). Therefore, the sale of the Maryland Property with respect to this lien is authorized pursuant to 11 U.S.C. § 363(f)(4).

***D. 503 Administrative Expense***

34. As briefly noted in the Introduction of this Motion, another motion is being filed contemporaneously with this Motion seeking entry of an order granting the allowance of actual, necessary costs and expenses of Residential Real Estate Solutions, LLC (“RRES”) as an administrative expense under 11 U.S.C. § 503 for services to be rendered to the Maryland Property so as to preserve the estate (the “503 Administrative Expense”). As will be discussed in that motion, RRES is to provide certain repairs to the Maryland Property. The cost of these repairs is \$9,575.00. While some of the repairs may arguably be deemed to be cosmetic (e.g., repairing a kitchen door), a lot of the repairs are truly needed to repair and prevent further damage to the Maryland Property (e.g., remediating mold, repairing reverse polarity in outlets, repairing/replacing GFI electrical outlets, repairing poor contacts in panel box, diverting water from down spout away from the house).

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<sup>8</sup> This analysis, for the same of simplicity, does not include the administrative claims of the estate – e.g., the Trustee’s attorney and the Trustee’s accountant. After payment of those claims, there is even less to be distributed to the general unsecured creditors.

35. The Co-Owner will pay for half of RRES's services from her share of the sale proceeds. Similarly, the Trustee desires to pay the other half, \$4,787.50, as a 503 Administrative Expense at the closing. To that end, the Trustee is filing the separate motion noted above seeking entry of an order allowing the payment of half of RRES's services to be allowed as a 503 Administrative Expense to be paid at closing. Hence the proposed order granting the relief sought herein will provide for the payment of the 503 Administrative Expense at the closing on the sale of the Maryland Property subject to entry of a separate order allowing such an administrative claim.

***E. Sale Proceeds Chart***

36. Applying the above to the sale of the Maryland Property, without including the payment of the avoidable lien of 209 Madison Owner, LLC, the net proceeds expected to be received by the Trustee is \$201,567.88 and can be calculated as follows:

<b>GROSS SALE PRICE</b>	<b>\$1,500,000.00</b>
Sandy Spring Bank - Mortgage	(\$588,758.08)
Realtor's Commissions	(\$75,495.00)
Recordation and Transfer Taxes (Debtor's and Co-Owners 50% share)	(\$16,875.00)
Prorated Real Property Taxes	(\$2,877.22)
<b>NET PROCEEDS</b>	<b>\$815,994.70</b>

<b>DEBTOR'S 50% SHARE OF NET PROCEEDS</b>	<b>\$407,997.35</b>
Comptroller of Maryland	(\$21,709.09)
Internal Revenue Service	(\$71,440.78)
Comptroller of Maryland	(\$108,492.10)
209 Madison Owner, LLC*	(\$0.00)
503 Administrative Expense of RRES*	(\$4,787.50)
<b>NET PROCEEDS TO ESTATE</b>	<b>\$201,567.88</b>

\* See paragraphs 31-33 above.

\*\* See paragraphs 34-35 above.



### **Legal Standard**

37. Section 363(f) of the Bankruptcy Code provides that “[t]he trustee may sell property . . . free and clear of any interest in such property of an entity other than the estate, only if . . . (3) such interest is a lien and the price at which such property is to be sold is greater than the aggregate value of all liens on such property; [or] (4) such interest is in bona fide dispute.” 11 U.S.C. § 363(f)(3), (4).

38. “A sale under § 363 ‘requires notice and a hearing and is subject to court approval and must be supported by an articulated business justification, good business judgment, or sound business reasons.’” *Matter of VCR I, L.L.C.*, 922 F.3d 323, 326 (5<sup>th</sup> Cir. 2019) (quoting *The Cadie Co. v Mims (In re Moore)*, 608 F.3d 253, 263 (5<sup>th</sup> Cir. 2010)); *see also, In re Riffin*, No. 10-11248-DK, 2010 WL 3260131, at \*4 (Bankr. D. Md. Aug. 18, 2010) (J. Keir), *subsequently aff’d sub nom. Riffin v. Friedman*, 446 F. App’x 614 (4<sup>th</sup> Cir. 2011) (“The test for approval of an agreement by the Trustee affecting property of the estate is whether the agreement is within reasonable business judgment. The court does not substitute its own judgment as to what would be best for the estate but rather determines if the Trustee’s proposed agreement falls within reasonable judgment under the circumstances of the case.”).

39. Bankruptcy Rule 6004(h) provides that “[a]n order authorizing the use, sale, or lease of property other than cash collateral is stayed until the expiration of 14 days after entry of the order, unless the court orders otherwise.” However, “[s]ince the purpose of the rule is to protect the rights of an objecting party, the court should eliminate the 14-day stay period and allow the sale or other transaction to close immediately where there has been no objection to the procedure.” *In re Borders Grp., Inc.*, 453 B.R. 477, 486 (Bankr. S.D.N.Y. 2011) (relying on and citing to 10 Collier on Bankruptcy, ¶ 6004.11 in light of neither the rule or the Advisory

Committee Notes addressing the circumstances in which a court should wain the applicable stay).

### **Requested Relief**

40. The Trustee seeks entry of an Order (1) authorizing the sale of the Maryland Property to the Purchasers under the terms of the Contract of Sale free and clear of all liens, claim, encumbrances and interests (2) finding that the Purchasers are a “good faith” purchaser under 11 U.S.C. § 363(m), and (3) waiving the stay imposed by Fed. R. Bankr. P. 6004(h) should there be no timely objections filed to the Motion so as to enable the Trustee to close promptly on the sale of the Maryland Property.

#### **A. Authority Under 11 U.S.C. § 363(f)**

41. As shown above, the Maryland Property is encumbered by five (5) liens. As discussed above, the first priority trust lien in favor or Sandy Spring Bank, the second priority judgment lien in favor of The Comptroller of Maryland, the third priority judgment lien in favor of The Internal Revenue Service, and the fourth priority judgment lien in favor of The Comptroller of Maryland, will be paid in full. The fifth judgment lien, in favor of 209 Madison Owner, LLC, is in “bona fide dispute.” As such, the conditions of 11 U.S.C. § 363(f)(3) and (f)(4) have been met for all five (5) liens.

#### **B. Business Judgment**

42. The Trustee submits that the offer from the Purchasers is fair and reasonable given the market value of the Maryland Property. As discussed above, the Trustee’s Brokers began marketing the Maryland Property on November 8, 2022. There have been over 23 showings of the Maryland Property, and the Purchasers’ offer is the highest and best offer. Specifically, shortly after listing the Maryland Property, there was an offer for \$1,250,000. There was another made on December 20, 2022, for \$1,350,000.00. Most recently, there have

been three offers for \$1,500,000.00, one of which is the Purchasers. The Purchasers offer is the best offer because of the cash offer with a meaningful deposit.

**C. Purchasers a “Good Faith” Purchaser**

43. As discussed above, the Purchasers are disinterested, unrelated to the Debtor, the Co-Owner and the Trustee. The Contract of Sale was obtained by the Trustee’s Brokers through the Purchasers’ broker, Timothy W. Feaga of Heritage Realty, in an arm’s length real estate transaction. The Trustee believes that the Purchasers are a “good faith” purchaser under 11 U.S.C. § 363(m).

**D. Waiver of Fed. R. Bankr. P. 6004(h) Stay**

44. The Trustee requests a waiver of Fed. R. Bankr. P. 6004(h) due to a possible issue of the pendency of the stay between the time of entry of the requested order and closing on the sale of the Maryland Property. As such, the Trustee requests the waiver of the stay imposed by Fed. R. Bankr. P. 6004(h) should there be no timely objections filed to the Motion so as to enable the Trustee to close promptly on the short sale of the Maryland Property.

45. As required by Local Bankruptcy Rule 9013-2, the Trustee hereby states that no memorandum will be filed and that he will rely solely upon this Motion.

WHEREFORE, Craig B. Leavers, the Chapter 7 Trustee, respectfully requests entry of an Order providing for the following relief:

- A. That the Contract of Sale be approved;
- B. That the Trustee be authorized to sell the Maryland Property free and clear of all liens, claims, encumbrances and interests to the Purchasers pursuant to the Contract of Sale, with such liens, claims, encumbrances and interests attaching to the proceeds of sale, subject to their normal priority; and

C. That the fifth priority judgment lien of 209 Madison Owner, LLC, arising from that foreign judgment recorded in the Circuit Court of Maryland for Howard County on November 21, 2022, in that case styled *209 Madison Owner, LLC v. Andrew J. Patch*, Case No. C-13-JG-22-003407, shall not be paid at the closing on the sale of the Maryland Property but, until the release of that lien or entry of a separate order avoiding that lien, shall still attach to the proceeds of the sale of the Property in its respective priority; and

D. That the stay imposed by Fed. R. Bankr. P. 6004(h) be waived should there be no timely objections filed to the Motion so as to enable the Trustee to close promptly on the sale of the Maryland Property; and

E. That the Trustee be authorized to take all actions necessary to consummate the Contract of Sale; and

F. That the Trustee be granted such other and further relief as is just and equitable.

/s/ Craig B. Leavers  
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Craig@LeaversLaw.com

*(Attorney for the Trustee)*

**CERTIFICATE OF MAILING**

I HEREBY CERTIFY that on the 1<sup>st</sup> day of February, 2023, a copy of the foregoing was served on the parties listed below by electronic service via CM/ECF:

Craig Palik, Esq.  
McNamee Hosea, P.A  
6411 Ivy Lane, Suite 200  
Greenbelt, Maryland 20770  
*(Attorney for Debtor)*

Catherine B. Harrington, Esq.  
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*(Attorney for 209 Madison Owner, LLC)*

Stephen A. Metz, Esq.  
Offit Kurman, P.A.  
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*(Attorney for Co-Owner, Pamela T. Patch)*

And on the parties listed below by first class mail, postage prepaid:

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Baltimore, Maryland 21021

Office of the Attorney General  
ATTN: Brian L. Oliner, Principal Counsel  
for Comptroller of Maryland  
80 Calvert Street, Room 303  
Annapolis, Maryland 21401

Kimberly Stephens, Esq.  
Comptroller of Maryland  
301 West Preston Street, Room 410  
Baltimore, Maryland 21201-2383

Andrew J. Patch  
500 Madison Street, Apt 426  
Alexandria, VA 22314  
(Debtor)

Bob and Tracy Lucido  
Keller Williams Lucido Agency  
9251 Baltimore National Pike, Ste D  
Ellicott City, Maryland 21042  
(Trustee's Realtor)

Timothy W. Feaga  
Karen E. Hecht  
Heritage Realty  
15950 North Avenue  
Lisbon, Maryland 21765  
(Purchasers' Realtor)

And on the parties listed below by certified mail:

Sandy Spring Bank  
ATTN: Daniel J. Schrider, President  
17801 Georgia Avenue  
Olney, Maryland 20832  
(7021 0350 0001 5810 4388)

/s/ Craig B. Leavers  
Craig B. Leavers

# EXHIBIT A



## RESIDENTIAL CONTRACT OF SALE

*This is a Legally Binding Contract; If Not Understood, Seek Competent Legal Advice.*

**THIS FORM IS DESIGNED AND INTENDED FOR THE SALE AND PURCHASE OF IMPROVED SINGLE FAMILY RESIDENTIAL REAL ESTATE LOCATED IN MARYLAND ONLY.**

### SECTION ONE: GENERAL CONTRACT PROVISIONS

1. **DATE OF OFFER:** January 29, 2023.
2. **TIME IS OF THE ESSENCE.** Time is of the essence of this Contract. The failure of Seller or Buyer to perform any act as provided in this Contract by a prescribed date or within a prescribed time period shall be a default under this Contract and the non-defaulting party, upon written notice to the defaulting party, may declare this Contract null and void and of no further legal force and effect. In such event, all Deposit(s) shall be disbursed in accordance with the Deposit paragraph of this Contract.
3. **SELLER:** Andrew J Patch, Pamela T Patch
4. **BUYER:** Jamie Jacobs, Nivia Jacobs
5. **PROPERTY:** Seller does sell to Buyer and Buyer does purchase from Seller, all of the following described Property (hereinafter "Property") known as 12701 Maryvale Court located in Ellicott City City/County, Maryland, Zip Code 21042, together with the improvements thereon, and all rights and appurtenances thereto belonging.
6. **ESTATE:** The Property is being conveyed: x in fee simple or \_\_\_\_\_ subject to an annual ground rent, now existing, in the amount of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) payable semi-annually, as now or to be recorded among the Land Records of \_\_\_\_\_ City/County, Maryland. [Signature] [CL]
7. **PURCHASE PRICE:** The Purchase Price is One Million, Five Hundred Thousand Dollars (\$ 1,500,000.00 ). [Signature]
8. **PAYMENT TERMS:** The payment of the purchase price shall be made by Buyer as follows:
  - (a) Buyer ☒ has delivered OR ☐ will deliver within \_\_\_\_\_ Days of the Date of Contract Acceptance an initial Deposit by way of check in the amount of One Hundred Thousand Dollars (\$ 100,000.00 )
  - (b) An additional Deposit by way of \_\_\_\_\_ in the amount of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_ ) to be paid \_\_\_\_\_.
  - (c) All Deposits will be held in escrow by: Heritage Realty.  
**If Deposit will not be held by a Maryland licensed real estate broker, the parties shall execute a separate written Escrow Agreement that complies with Section 10-802 of the Real Property Article, Annotated Code of Maryland.**
  - (d) The purchase price less any and all Deposits shall be paid in full by Buyer in cash, wired funds, bank check, certified check or other payment acceptable to the settlement officer at settlement.
  - (e) Buyer and Seller instruct broker named in subparagraph (c) above to place the Deposits in: **(Check One)**
    - ☒ A non interest bearing account; OR
    - ☐ An interest-bearing account, the interest on which, in absence of default by Buyer, shall accrue to the benefit of Buyer. Broker may charge a fee for establishing an interest bearing account.
9. **DEPOSIT:** If the Deposit is held by a Broker as specified in Paragraph 8(c) of this Contract, Buyer hereby authorizes and directs Broker to hold the Deposit instrument without negotiation or deposit until the parties have executed and accepted this Contract. Upon acceptance, the initial Deposit and additional Deposits (the "Deposit"), if any, shall be placed in escrow as provided in Paragraph 8(e) of this Contract and in accordance with the requirements of Section 17-502(b)(1) of the Business Occupations and Professions Article, Annotated Code of Maryland. If Seller does not execute and accept this Contract, the initial Deposit instrument shall be promptly returned to Buyer. The Deposit shall be disbursed at settlement. In the event this Contract shall be terminated or settlement does not occur, Buyer and Seller agree that the Deposit shall be disbursed by Broker only in accordance with a Release of Deposit agreement executed by Buyer and Seller. In the event Buyer and/or Seller fail to complete the real estate transaction in accordance with the terms and conditions of this Contract, and either Buyer or Seller shall be unable or unwilling to execute a Release of Deposit agreement, Buyer and Seller hereby acknowledge and agree that Broker may distribute the Deposit in accordance with the provisions of Section 17-505(b) of the Business Occupations and Professions Article, Annotated Code of Maryland.
10. **SETTLEMENT:** Date of Settlement March 2, 2023 or sooner if agreed to in writing by the parties.





**11. ADDENDA/DISCLOSURES:** The Addenda checked below, which are hereby attached, are made a part of this Contract:

- ☐ Affiliated Business Disclosure Notice
- ☐ Additional As Is Provisions
- ☐ ATU/BAT On-Site Sewage Disposal
- ☐ Back-Up Contract
- ☐ Cash Appraisal Contingency
- ☐ Condominium Resale Notice
- ☒ Conservation Easement
- ☐ Disclosure of Licensee Status
- ☒ Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards
- ☒ Homeowners Association Notice
- ☐ Inclusions/Exclusions, Leased Items, & Utilities
- ☐ Kickout
- ☐ Local City/County Certifications/Registrations
- ☒ Local City/County Notices/Disclosure
- ☐ Maryland Lead Poisoning Prevention Program
- ☐ Other Addenda/Special Conditions:

- ☒ MD Non-Resident Seller Transfer Withholding Tax
- ☒ Notice to Buyer and Seller - Maryland Residential Property Condition Disclosure Law
- ☐ Notice & Discl. of Deferred Water & Sewer Charges
- ☐ On-Site Sewage Disposal System Inspection
- ☐ Property Inspections
- ☐ Property Subject to Ground Rent
- ☐ Purchase Price Escalation
- ☐ Sale, Fin., Settlement/Lease of Other Real Estate
- ☐ Seller Contribution
- ☐ Seller's Purchase of Another Property
- ☐ Solar Panel
- ☐ Short Sale
- ☐ Tenant Occupied
- ☐ Third Party Approval
- ☐ Water Quality
- ☐ Water Yield Test

**Smoke Alarm Laws; Seller Home Warranty Disclosure**

Trustee Addendum



**12. BUYER AND SELLER MAY EXECUTE THIS CONTRACT ELECTRONICALLY USING ELECTRONIC SIGNATURES:**

Buyer and Seller hereby acknowledge that pursuant to Section 21-101 et seq. of the Commercial Law Article, Annotated Code of Maryland, Buyer and Seller may execute this contract electronically using electronic signatures. If a mortgage or settlement company requires wet signatures, all parties agree to promptly re-sign all the documents. The parties agree that this Contract offer shall be deemed validly executed and delivered by a party if a party executes this Contract and delivers a copy of the executed Contract to the other party by facsimile transmittal or delivers a digital image of the executed document by electronic transmittal.

**13. ENTIRE AGREEMENT:** This Contract and any addenda thereto contain the final and entire agreement between the parties, and neither they nor their agents shall be bound by any terms, conditions, statements, warranties or representations, oral or written, not herein contained. The parties to this Contract mutually agree that it is binding upon them, their heirs, executors, administrators, personal representatives, successors and, if permitted as herein provided, assigns. Once signed, the terms of this Contract can only be changed by a document executed by all parties. This Contract shall be interpreted and construed in accordance with the laws of the State of Maryland. It is further agreed that this Contract may be executed in counterparts, each of which when considered together shall constitute the original Contract.

**14. COMPUTATION OF DAYS:** As used in this Contract, and in any addendum or addenda to this Contract, the term "days" shall mean consecutive calendar days, including Saturdays, Sundays, and holidays, whether federal, state, local or religious. A day shall be measured from 12:00:00 a.m. to and including 11:59:59 p.m. in the Eastern Time Zone. For the purposes of calculating days, the count of "days" shall begin on the day following the day upon which any act or notice as provided in this Contract, or any addendum or addenda to this Contract, was required to be performed or made.

**15. SELLER RESPONSIBILITY:** Seller agrees to keep existing mortgages free of default until settlement. All violation notices or requirements noted or issued by any governmental authority (including without limitation, any permit violation notices), or actions in any court on account thereof, against or affecting the Property at the date of settlement of this Contract, shall be complied with by Seller and the Property conveyed free thereof. The Property is to be held at the risk of Seller until legal title has passed or possession has been given to Buyer. If, prior to the time legal title has passed or possession has been given to Buyer, whichever shall occur first, all or a substantial part of the Property is destroyed or damaged, without fault of Buyer, then this Contract, at the option of Buyer, upon written notice to Seller, shall be null and void and of no further effect, and the deposits shall be disbursed in accordance with the Deposit paragraph of this Contract.

**16. LEASES:** Seller may neither negotiate new leases nor renew existing leases for the Property which extend beyond settlement or possession date without Buyer's written consent. Seller warrants that the Property is not tenant-occupied nor subject to any leases, unless otherwise stated in an attached Tenant Occupied Addendum.

**17. NON-ASSIGNABILITY:** This Contract may not be assigned without the written consent of Buyer and Seller. If Buyer and Seller agree in writing to an assignment of this Contract, the original parties to this Contract remain obligated hereunder until settlement.

**18. SECTION AND PARAGRAPH HEADINGS:** The Section and Paragraph headings of this Contract are for convenience and reference only, and in no way define or limit the intent, rights, or obligations of the parties.



**SECTION TWO: PAYMENT OF THE PURCHASE PRICE**

**19. FINANCING:** Buyer's obligation to purchase the Property is contingent upon Buyer obtaining a written commitment for a loan secured by the Property as follows:

- |                                                          |                                                             |                                                        |
|----------------------------------------------------------|-------------------------------------------------------------|--------------------------------------------------------|
| <input type="checkbox"/> Conventional Financing Addendum | <input type="checkbox"/> USDA Financing Addendum            | <input type="checkbox"/> Owner Financing Addendum      |
| <input type="checkbox"/> FHA Financing Addendum          | <input type="checkbox"/> Assumption Addendum                | <input type="checkbox"/> No Financing Contingency      |
| <input type="checkbox"/> VA Financing Addendum           | <input type="checkbox"/> Gift of Funds Contingency Addendum | <input checked="" type="checkbox"/> OTHER: <b>Cash</b> |

**20. FINANCING APPLICATION AND COMMITMENT:** Buyer agrees to make a written application for the financing as herein described within \_\_\_\_\_ (\_\_\_\_) days from the Date of Contract Acceptance. If a written financing commitment is not obtained by Buyer within \_\_\_\_\_ (\_\_\_\_) days from the Date of Contract Acceptance: (1) Seller, at Seller's election and upon written notice to Buyer, may declare this Contract null and void and of no further legal effect; or (2) Buyer, upon written notice to Seller, which shall include written evidence from the lender of Buyer's inability to obtain financing as provided in the Financing paragraph of this Contract, may declare this Contract null and void and of no further legal effect. In either case, the deposit shall be disbursed in accordance with the Deposit paragraph of this Contract. If Buyer has complied with all of Buyer's obligations under this Contract, including those with respect to applying for financing and seeking to obtain financing, then the Release of Deposit agreement shall provide that the deposit shall be returned to Buyer.

**21. BUYER RESPONSIBILITY:** If Buyer has misrepresented Buyer's financial ability to consummate the purchase of the Property, or if this Contract is contingent upon Buyer securing a written commitment for financing and Buyer fails to apply for such financing within the time period herein specified, or fails to pursue financing diligently and in good faith, or if Buyer makes any misrepresentations in any document relating to financing, or takes (or fails to take) any action which causes Buyer's disqualification for financing, then Buyer shall be in default; and Seller may elect by written notice to Buyer, to terminate this Contract and/or pursue the remedies set forth under the Default paragraph of this Contract.

**22. SALE/SETTLEMENT OR LEASE OF OTHER REAL ESTATE:** Neither this Contract nor the granting of Buyer's loan referred to herein is to be conditioned or contingent in any manner upon the sale, settlement and/or lease of any other real estate unless a contingency for the sale, settlement and/or lease of other real estate is contained in an addendum to this Contract. Unless this Contract is expressly contingent upon the sale, settlement and/or lease of any other real estate, Buyer shall neither apply for nor accept a financing loan commitment which is contingent upon or requires as a pre-condition to funding that any other real estate be sold, settled and/or leased.

**23. ALTERNATE FINANCING:** Provided Buyer timely and diligently pursues the financing described in the **Financing** paragraph, the **Financing Application and Commitment** paragraph, and the **Buyer Responsibility** paragraph, Buyer, at Buyer's election, may also apply for alternate financing. If Buyer, at Buyer's sole option, obtains a written commitment for financing in which the loan amount, term of note, amortization period, interest rate, down payment or loan program differ from the financing as described in the Financing paragraph, or any addendum to this Contract, the Financing Application and Commitment paragraph or any addendum to this Contract shall be deemed to have been fully satisfied. Such alternate financing may not increase costs to Seller or exceed the time allowed to secure the financing commitment as provided in the Financing Application and Commitment paragraph, or any addendum to this Contract.

**SECTION THREE: PROPERTY CONDITION AND INSPECTIONS**

**24. INCLUSIONS/EXCLUSIONS:** Included in the purchase price are all permanently attached fixtures, including all smoke detectors. Certain other **now existing items** which may be considered personal property, whether installed or stored upon the property, are included if identified on a Disclosure of Inclusions/Exclusions, Leased Items, and Utilities Addendum attached hereto.

**25. CONDITION OF PROPERTY AND POSSESSION: EXCEPT AS OTHERWISE SPECIFIED IN THIS CONTRACT INCLUDING THIS PARAGRAPH, THE PROPERTY IS SOLD "AS IS."** At settlement, Seller shall deliver possession of the Property vacant, clear of trash and debris, broom clean and in substantially the same condition as existed on the Date of Contract Acceptance. Buyer reserves the right to inspect the Property within five (5) days prior to settlement to confirm the condition of the property.

**26. INSPECTION CONTINGENCY:** If Buyer and Seller agree, Buyer will be afforded the opportunity, at Buyer's sole cost and expense, to condition Buyer's purchase of the Property upon inspections to ascertain any unsatisfactory conditions. Buyer and Seller acknowledge that Brokers, agents or subagents are not responsible for the existence or discovery of property defects. **Any Buyer Inspection Contingency must be established through Addenda to this Contract.**

Inspection Addenda Attached \_\_\_\_\_ / \_\_\_\_\_  
Buyer Buyer

Inspections Declined 11 / 11  
Buyer Buyer



**SECTION FOUR: PROPERTY-SPECIFIC DISCLOSURES**

**27. HOMEOWNER'S ASSOCIATION / CONDOMINIUM REGIME:** The Property is not part of development subject to the imposition of mandatory fees as defined by the Maryland Homeowner's Association Act or a condominium regime as defined by the Maryland Condominium Act, unless acknowledged by an attached addendum.

**28. NOTICE REGARDING DISCLOSURE OF DEFERRED WATER AND SEWER ASSESSMENTS:** Pursuant to Section 14-117(a)(5) of the Real Property Article of the Annotated Code of Maryland, a contract for the resale of residential real property that is served by public water or wastewater facilities for which deferred water and sewer charges have been established by a recorded covenant or declaration shall contain a notice disclosing information about the deferred water and sewer charges. **If a Seller subject to this law fails to comply:**

- (a) **Prior to settlement, Buyer is entitled to rescind in writing the sales contract without penalty or liability. On rescission, Buyer is also entitled to the full return of any deposits made on account of the sales contract. If any deposits are held in trust by a licensed real estate broker, the return of the deposits to a Buyer under this law shall comply with the procedures under § 17-505 of the Business Occupations and Professions Article of the Annotated Code of Maryland. Buyer's right of rescission shall terminate five days after Seller provides to Buyer written notice in accordance with this requirement; and**
- (b) **After settlement, Seller shall be liable to Buyer for the full amount of any fee or assessment not disclosed, unless Seller was never charged a fee or assessment to defray the costs of public water or wastewater facilities by the developer, a successor of the developer, or a subsequent assignee.**

This law does not apply in a county that has adopted a disclosure requirement that is substantially similar to this law. (If the Property is served by public water or wastewater facilities for which deferred water and sewer charges have been established by a recorded covenant or declaration: See Notice Regarding Deferred Water and Sewer Charges.)

**29. AGRICULTURALLY ASSESSED PROPERTY:** The *Agricultural Use Assessment* (Assessment) is a reduced property tax assessment for agricultural land. To be eligible for the Assessment, the land must be actively used for agricultural purposes. The *Agricultural Land Transfer Tax* (Tax) is a tax imposed under Section 13-301 et seq. of the Tax-Property Article, Annotated Code of Maryland. **If the Property is assessed in the agricultural use category and the Buyer does not intend to use the Property for agricultural purposes, the Tax may become due and could be substantial.** The Tax is imposed on the deed itself and must be paid before the deed can be recorded. At the time of sale, Seller shall notify Buyer in writing that the transfer may be subject to the Tax. Buyer will be responsible to pay the Tax unless the parties negotiate a different agreement. To avoid paying the Tax, Buyer must continue to use the Property for agricultural purposes and comply with the other requirements of the law. **The Property, or any portion thereof, may be subject to an Agricultural Land Transfer Tax as imposed by Section 13-301 et seq. of the Tax-Property Article, Annotated Code of Maryland, by reason of the Property's having been assessed on the basis of agricultural use. The Tax assessed as a result of this transfer shall be paid by n/a.**

**30. NOTICE CONCERNING CONSERVATION EASEMENTS:** If the Property is encumbered by a Conservation Easement as defined in Section 10-705 of the Real Property Article, Annotated Code of Maryland, the contract must contain a notice concerning the easement, which is contained in an attached addendum. This Paragraph does not apply to the sale of property in an action to foreclose a mortgage or deed of trust. (If the Property is encumbered by a Conservation Easement: See Conservation Easement Addendum.)

**31. FOREST CONSERVATION AND MANAGEMENT PROGRAM:**

Buyer is hereby notified that this transfer may be subject to the Forest Conservation and Management Program imposed by Section 8-211 of the Tax-Property Article, Annotated Code of Maryland. Forest Conservation and Management program taxes assessed as a result of this transfer shall be paid by n/a.

**32. FOREST CONSERVATION ACT NOTICE:** If the Property is a tract of land 40,000 square feet or more in size, Buyer is notified that, unless exempted by applicable law, as a prerequisite to any subdivision plan or grading or sediment control permit for the Property, Buyer will be required to comply with the provisions of the Maryland Forest Conservation Act imposed by Section 5-1601, et seq. of the Natural Resources Article, Annotated Code of Maryland, including, among other things, the submission and acceptance of a Forest Stand Delineation and a Forest Conservation Plan for the Property in accordance with applicable laws and regulations. Unless otherwise expressly set forth in an addendum to this Contract, Seller represents and warrants that the Property is not currently subject to a Forest Conservation Plan, Management Agreement or any other pending obligation binding the owner of the Property under said Act; further, Seller represents and warrants that no activities have been undertaken on the Property by Seller in violation of the Forest Conservation Act.





**SECTION FIVE: GENERAL DISCLOSURES**

**33. SINGLE FAMILY RESIDENTIAL REAL PROPERTY DISCLOSURE NOTICE:** Buyer is advised of the right to receive a "Disclosure and Disclaimer Statement" from Seller (Section 10-702 Real Property Article, Annotated Code of Maryland).

**34. GROUND RENT:** If the Property is subject to ground rent and the ground rent is not timely paid, the ground lease holder (i.e., the person to whom the ground rent is payable) may bring an action under Section 8-402.3 of the Real Property Article, Annotated Code of Maryland. As a result of this action, a lien may be placed upon the property. If the Property is subject to ground rent, Sections 14-116 and 14-116.1 of the Real Property Article provide the purchaser, upon obtaining ownership of the Property, with certain rights and responsibilities relative to the ground rent. (If the Property is subject to ground rent: See Property Subject to Ground Rent Addendum.)

**35. LEAD-BASED PAINT:**

**A. FEDERAL LEAD-BASED PAINT LAW:** Title X, Section 1018, the Residential Lead-Based Paint Hazard Reduction Act of 1992 (the "Act"), requires the disclosure by Seller of information regarding lead-based paint and lead-based paint hazards in connection with the sale of any **residential** real property on which a residential dwelling was constructed prior to 1978. Unless otherwise exempt by the Act, the disclosure shall be made on the required federal Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards form. **Seller and any agent involved in the transaction are required to retain a copy of the completed Lead-Based Paint Disclosure form for a period of three (3) years following the date of settlement. A Seller who fails to give the required Lead-Based Paint Disclosure form and EPA pamphlet may be liable under the Act for three times the amount of damages and may be subject to both civil and criminal penalties.**

Buyer acknowledges by Buyer's initials below that Buyer has read and understands the provisions of Paragraph 35.A.  
JS / NJ (BUYER)

**B. RENOVATION, REPAIR AND PAINTING OF PROPERTY:** In accordance with the Lead Renovation, Repair and Painting Rule ("RRP") as adopted by the Environmental Protection Agency ("the EPA"), effective April 22, 2010, if the improvements on the Property were built before 1978, contractor(s) engaged by Seller to renovate, repair or paint the Property must be certified by the EPA where such work will disturb more than six square feet of paint per room for interior projects; more than 20 square feet of paint for any exterior project; or includes window replacement or demolition ("Covered Work"). Before and during any Covered Work project, contractor(s) must comply with all requirements of the RRP.

A Seller who personally performs any Covered Work on a rental property is required to be certified by the EPA prior to performing such Covered Work. No certification is required for a Seller who personally performs Covered Work on the Seller's principal residence. However, Seller has the ultimate responsibility for the safety of Seller's family or children while performing such Covered Work. For detailed information regarding the RRP, Seller should visit <http://www2.epa.gov/lead/renovation-repair-and-painting-program>.

Buyer acknowledges by Buyer's initials below that Buyer has read and understands Paragraph 35.B.  
JS / NJ (BUYER)

**C. MARYLAND LEAD POISONING PREVENTION PROGRAM:** Under the Maryland Lead Poisoning Prevention Program (the "Maryland Program"), any residential dwelling constructed prior to 1978 that is leased for residential purposes is required to be registered with the Maryland Department of the Environment (MDE). If the Property was built prior to 1978 and is now or has been a rental property or may become a rental property in the future, a separate Maryland Lead-Based Paint Disclosure form is attached. Detailed information regarding compliance requirements may be obtained at: <http://www.mde.state.md.us/programs/Land/LeadPoisoningPrevention/Pages/index.aspx>.

Buyer acknowledges by Buyer's initials below that Buyer has read and understands Paragraph 35.C.  
JS / NJ (BUYER)

**36. LIMITED WARRANTY: NOTICE TO BUYER:** IF A WARRANTY PLAN IS BEING OFFERED WITH THE PURCHASE OF THE PROPERTY, IT MAY BE A LIMITED WARRANTY. SINCE SUCH WARRANTY PLANS DO NOT COVER STRUCTURAL DEFECTS AND MAY NOT COVER PRE-EXISTING DEFECTS, BUYER SHOULD REQUEST THE REAL ESTATE AGENT TO PROVIDE BUYER WITH ANY BROCHURE WHICH DESCRIBES THE PLAN IN ORDER TO DETERMINE THE EXTENT OF COVERAGE PROVIDED BY THE WARRANTY.

**37. PROPERTY INSURANCE BROCHURE:** An informational brochure published by Maryland REALTORS® titled "Property Insurance Basics - What You Should Know" is available to explain current issues relative to obtaining insurance coverage for the Property to be purchased and may be obtained on Maryland REALTORS® website: <http://www.mdrealtor.org/Portals/0/adam/Content/gejh4dXTAEWPU3vfLrkJ1A/Link/FINAL-Property-Insurance-Basics-Flyer-Web.pdf>.



### 38. FLOOD DISCLOSURE NOTICE:

**A. FLOOD INSURANCE PREMIUMS:** The Property or part of the Property may be located in an area established by the government as a "flood plain" or otherwise in an area where flood insurance could be required by Buyer's mortgage lender as a condition of granting a mortgage. In addition, construction on the Property could be prohibited or restricted. The National Flood Insurance Program ("NFIP") provides for the availability of flood insurance but also establishes flood insurance policy premiums based on the risk of flooding in the area where properties are located. Due to amendments to federal law governing the NFIP those premiums are increasing, and in some cases will rise by a substantial amount over the premiums previously charged for flood insurance. As a result, Buyer should not rely on the premiums paid for flood insurance on the Property as an indication of the premiums that will apply after Buyer completes the purchase. In considering the purchase of this Property, Buyer should consult with one or more carriers of flood insurance for better understanding of flood insurance coverage, the premiums that are likely to be required to purchase such insurance and any available information about how those premiums may increase in the future. The only requirement for purchasing flood insurance from the NFIP is that you live in a community that participates (via floodplain regulations) in the NFIP. The same requirement applies to the mandatory purchase of flood insurance. Detailed information regarding flood insurance coverage may be obtained at: <https://www.fema.gov/national-flood-insurance-program>.

**B. FLOOD INSURANCE RATE MAPS:** The State of Maryland in conjunction with the Federal Emergency Management Agency has been systematically updating flood insurance rate maps. The Property may be affected. Buyer is advised to contact the Maryland Department of the Environment and consult a flood insurance carrier to inquire about the status of the Property. Detailed information regarding updated maps may be obtained at: <http://www.mdfloodmaps.net>.

**39. GUARANTY FUND:** NOTICE TO BUYER: BUYER IS PROTECTED BY THE REAL ESTATE GUARANTY FUND OF THE MARYLAND REAL ESTATE COMMISSION, UNDER SECTION 17-404 OF THE BUSINESS OCCUPATIONS AND PROFESSIONS ARTICLE OF THE ANNOTATED CODE OF MARYLAND, FOR LOSSES IN AN AMOUNT NOT EXCEEDING \$50,000 FOR ANY CLAIM.

**40. NOTICE TO BUYER CONCERNING THE CHESAPEAKE AND ATLANTIC COASTAL BAYS CRITICAL AREA:** Buyer is advised that all or a portion of the property may be located in the "Critical Area" of the Chesapeake and Atlantic Coastal Bays, and that additional zoning, land use, and resource protection regulations apply in this area. The "Critical Area" generally consists of all land and water areas within 1,000 feet beyond the landward boundaries of state or private wetlands, the Chesapeake Bay, the Atlantic Coastal Bays, and all of their tidal tributaries. The "Critical Area" also includes the waters of and lands under the Chesapeake Bay, the Atlantic Coastal Bays and all of their tidal tributaries to the head of tide. For information as to whether the property is located within the Critical Area, Buyer may contact the local Department of Planning and Zoning, which maintains maps showing the extent of the Critical Area in the jurisdiction. Allegany, Carroll, Frederick, Garrett, Howard, Montgomery, and Washington Counties do not include land located in the Critical Area.

**41. WETLANDS NOTICE:** Buyer is advised that if the Property being purchased contains waters of the United States, or if the Property contains land and/or waters regulated by the State, including, but not limited to, wetlands, approval from the U.S. Army Corps of Engineers (Corps) and/or the Maryland Department of the Environment (MDE) will be necessary before starting any work, including construction, if the work includes the discharge of dredged or fill material into a regulated area, or certain other activities conducted in a regulated area. The Corps has adopted a broad definition of waters of the United States, which occur throughout the Chesapeake Bay Region, as well as other portions of the State. The land and waters regulated by the State include tidal wetlands, nontidal wetlands and their buffers, and streams and their 100-year nontidal floodplain. For information as to whether the Property includes waters of the United States or land and/or waters regulated by the State, Buyer may contact the Baltimore District of the Corps and/or MDE. Buyer may also elect, at Buyer's expense, to engage the services of a qualified specialist to inspect the Property for the presence of Corps- or MDE-regulated areas, including wetlands, prior to submitting a written offer to purchase the Property; or Buyer may include in Buyer's written offer a clause making Buyer's purchase of the Property contingent upon a satisfactory wetlands inspection.

**42. CRIMINAL ACTIVITY AND SEXUAL OFFENDERS.** Buyer may contact the state, county or municipal police departments in which the Property is located or check the "Sex Offender Registry" at the Maryland Department of Public Safety and Correctional Services website in order to ascertain criminal activity in the vicinity of the Property or the presence of registered sexual offenders who live or work within the vicinity of the Property. Buyer acknowledges that Buyer is solely responsible to inquire of such matters before signing this Contract. Buyer shall have no right to cancel this Contract based upon criminal activity or the presence of registered sexual offenders in the vicinity of the Property. Buyer further acknowledges that no real estate licensee involved in the sale or purchase of the Property, whether acting as the agent for Seller or Buyer, has any duty nor assumes any duty or responsibility to ascertain criminal activity or the presence of registered sexual offenders in the vicinity of the Property.



**43. MILITARY INSTALLATIONS:** This Section does not apply in Allegany, Carroll, Frederick, Garrett, Howard, Montgomery, and Washington Counties. Buyer is advised that the Property may be located near a military installation that conducts flight operations, munitions testing, or military operations that may result in high noise levels.

**44. NOTICE TO THE PARTIES:**

**A. NO REPRESENTATIONS:** Brokers, their agents, subagents and employees, make no representations with respect to:

- (1) Water quantity, quality, color, or taste or operating conditions of public and/or private water systems;
- (2) Location, size or operating condition of on-site sewage disposal systems;
- (3) The extensions of public utilities by local municipal authorities, existence or availability of public utilities, and any assessments, fees or costs for public utilities which might be imposed by local municipal authorities or private entities, should public utilities be extended or available to the subject Property. (Buyer should consult the Department of Public Works to determine the availability of proposed future extensions of utilities.);
- (4) Lot size, exact location. If the subject Property is part of a recorded subdivision, Buyer can review the plat upon request at the Record Office. If the subject Property is not part of a recorded subdivision, Buyer may verify exact size, location and through a survey by a licensed engineer or land surveyor, at Buyer's expense;
- (5) Existing zoning or permitted uses of the Property, including, without limitation, whether any improvements to the Property required permit(s) and, if so, whether such improvements, were completed pursuant to permit(s) issued and/or whether any permit(s) issued were complied with. Buyer should contact the appropriate local government agency and/or a licensed engineer to verify zoning, permit issuance/status, and permitted uses;
- (6) Whether properly licensed contractors have been used to make repairs, renovations and improvements to the Property.

**B. NO ADVISING:** Brokers/agents are not advising the parties as to certain other issues, including without limitation: soil conditions; flood hazard areas; possible restrictions of the use of property due to restrictive covenants, leases, subdivision, environmental laws, easements or other documents; airport or aircraft noise; planned land use, roads or highways; and construction materials and/or hazardous materials, including without limitation flame retardant treated plywood (FRT), radon, radium, mold spores, urea formaldehyde foam insulation (UFFI), synthetic stucco (EIFS), asbestos, polybutylene piping and lead-based paint. Information relating to these issues may be available from appropriate governmental authorities. This disclosure is not intended to provide an inspection contingency.

**C. COMPENSATION OF VENDORS:** Buyer and Seller each assume full responsibility for selecting and compensating their respective vendors.

**D. PROTECTION OF HOMEOWNERS IN FORECLOSURE ACT NOTICE:** BUYER AND SELLER ACKNOWLEDGE THAT, UNDER SECTION 7-310 OF THE REAL PROPERTY ARTICLE OF THE ANNOTATED CODE OF MARYLAND, IF THE MORTGAGE ON THE PROPERTY IS AT LEAST 60 DAYS IN DEFAULT ON THE DATE OF CONTRACT ACCEPTANCE, SELLER HAS THE RIGHT TO RESCIND THE CONTRACT WITHIN 5 DAYS AFTER THE DATE OF CONTRACT ACCEPTANCE. ANY PROVISION IN THIS CONTRACT OR OTHER AGREEMENT THAT ATTEMPTS OR PURPORTS TO WAIVE ANY OF THE SELLER'S RIGHTS UNDER SECTION 7-310 IS VOID.

**45. HOMESTEAD PROPERTY TAX CREDIT NOTICE TO BUYER: IF YOU PLAN TO LIVE IN THIS HOME AS YOUR PRINCIPAL RESIDENCE, YOU MAY QUALIFY FOR THE HOMESTEAD PROPERTY TAX CREDIT. THE HOMESTEAD PROPERTY TAX CREDIT MAY SIGNIFICANTLY REDUCE THE AMOUNT OF PROPERTY TAXES YOU OWE.** Additional information may be obtained at: <https://dat.maryland.gov/realproperty/pages/maryland-homestead-tax-credit.aspx>.

**46. PROPERTY TAX NOTICE - 60 DAY APPEAL:** If any real property is transferred after January 1 and before the beginning of the next taxable year to a new owner, the new owner may submit a written appeal as to a value or classification on or before 60 days after the date of the transfer.

**SECTION SIX: TRANSFER OF TITLE AND CLOSING**

**47. NOTICE OF BUYER'S RIGHT TO SELECT SETTLEMENT SERVICE PROVIDERS:** Buyer has the right to select Buyer's own title insurance company, title lawyer, settlement company, escrow company, mortgage lender or financial institution as defined in the Financial Institutions Article, Annotated Code of Maryland. Buyer acknowledges that Seller may not be prohibited from offering owner financing as a condition of settlement.

**48. DEED AND TITLE:** Upon payment of the purchase price, a deed for the Property containing covenants of special warranty and further assurances (except in the case of transfer by personal representative of an estate), shall be executed by Seller and shall convey the Property to Buyer. Title to the Property, including all chattels included in the purchase, shall be good and merchantable, free of liens and encumbrances except as specified herein; except for use and occupancy restrictions of public record which are generally applicable to properties in the immediate neighborhood or the subdivision in which the Property is located and publicly recorded easements for public utilities and any other easements which may be observed by an inspection of the Property. Buyer expressly assumes the risk that restrictive covenants, zoning laws or other recorded documents may restrict or prohibit the use of the Property for the purpose(s) intended by Buyer. In the event Seller is unable to give good and merchantable title or such as can be insured by a Maryland licensed title insurer, with Buyer paying not more than the standard rate as filed with the Maryland Insurance Commissioner, Seller, at Seller's expense, shall have the option of curing any defect so as to enable Seller to give good and merchantable title or, if Buyer





is willing to accept title without said defect being cured, paying any special premium on behalf of Buyer to obtain title insurance on the Property to the benefit of Buyer. In the event Seller elects to cure any defects in title, this Contract shall continue to remain in full force and effect; and the date of settlement shall be extended for a period not to exceed fourteen (14) additional days. If Seller is unable to cure such title defect(s) and is unable to obtain a policy of title insurance on the Property to the benefit of Buyer from a Maryland licensed title insurer, Buyer shall have the option of taking such title as Seller can give, or terminating this Contract and being reimbursed by Seller for cost of searching title as may have been incurred not to exceed 1/2 of 1% of the purchase price. In the latter event, there shall be no further liability or obligation on either of the parties hereto; and this Contract shall become null and void; and all Deposit(s) shall be disbursed in accordance with the Deposit paragraph of this Contract. In no event shall Broker(s) or their agent(s) have any liability for any defect in Seller's title.

**49. ADJUSTMENTS:** Ground rent, homeowner's association fees, rent and water rent shall be adjusted and apportioned as of date of settlement; and all taxes, general or special, and all other public or governmental charges or assessments against the Property which are or may be payable on a periodic basis, including the Metropolitan District Sanitary Commission and the Washington Suburban Sanitary Commission, or other benefit charges, assessments, liens or encumbrances for sewer, water, drainage, paving, or other public improvements completed or commenced on or prior to the date hereof, or subsequent thereto, are to be adjusted and apportioned as of the date of settlement and are to be assumed and paid thereafter by Buyer, whether assessments have been levied or not as of date of settlement if applicable by local law. **Any heating or cooking fuels remaining in supply tank(s) at time of settlement shall become the property of Buyer.**

**50. SETTLEMENT COSTS:** Buyer agrees to pay all settlement costs and charges including, but not limited to, all Lender's fees in connection herewith, including title examination and title insurance fees, loan insurance premiums, all document preparation and recording fees, notary fees, survey fees where required, and all recording charges, except those incident to clearing existing encumbrances or title defects, except if Buyer is a Veteran obtaining VA financing, those prohibited to be paid by a Veteran obtaining VA financing, which prohibited charges shall be paid by Seller. If Buyer is a Veteran obtaining VA financing, Buyer's Broker may not charge a flat fee to Buyer nor to Seller per VA Reg. Part 38 CFR 36.4313(b). Seller is advised that should Seller not be able to attend Settlement as scheduled, Seller may be subject to additional charges from the settlement company to cover the reasonable additional costs of accommodating Seller's request. In such event, Seller is advised to contact the title company to determine what charges may apply.

**51. TRANSFER CHARGES:**

**A. IN GENERAL.** If Buyer is NOT a first-time Maryland homebuyer, payment of Recordation Taxes and State and local Transfer Taxes will be divided equally between Buyer and Seller unless otherwise stated here: \_\_\_\_\_ . Buyer shall be entitled to receive the benefit of any local owner-occupancy reduction offered by the jurisdiction where the property is located.

**B. FIRST-TIME MARYLAND HOMEBUYER.** Maryland law provides that the amount of state transfer tax due on the sale of property to a first-time Maryland homebuyer is reduced from 0.50% to 0.25% and shall be paid entirely by the Seller. Payment of Recordation Taxes and local Transfer Taxes will be divided equally between Buyer and Seller unless otherwise stated here: \_\_\_\_\_ . Buyer shall be entitled to receive the benefit of any local owner-occupancy reduction offered by the jurisdiction where the property is located. Buyer is hereby notified that to ensure receipt of the above reduction, Buyer should check the box on Page 10 of this Contract, indicating that Buyer is a first-time Maryland homebuyer, and complete the required affidavit at settlement indicating that the Buyer is a first-time Maryland homebuyer.

**52. MARYLAND NON-RESIDENT SELLER:** If the Property is not the Seller's principal residence and the Seller is a non-resident individual of the State of Maryland or is a non-resident entity which is not formed under the laws of the State of Maryland or qualified to do business in the State of Maryland, a withholding tax from the proceeds of sale shall be withheld at the time of settlement except as otherwise provided by Maryland law. ***Seller may request the Maryland Comptroller to issue a Certificate of Full or Partial Exemption from the withholding requirements, provided that such request is filed not later than 21 days prior to the date of closing. For detailed information, seller should call 1-800-MDTAXES or visit: [https://www.marylandtaxes.gov/forms/current\\_forms/withholding\\_requirement.pdf](https://www.marylandtaxes.gov/forms/current_forms/withholding_requirement.pdf).***

**53. FOREIGN INVESTMENT TAXES-FIRPTA:** Section 1445 of the United States Internal Revenue Code of 1986 provides that a Buyer of residential real property located in the United States must withhold federal income taxes from the payment of the purchase price if (a) the purchase price exceeds Three Hundred Thousand Dollars (\$300,000.00) and (b) the seller is a foreign person. Unless otherwise stated in an addendum attached hereto, if the purchase price is in excess of Three Hundred Thousand Dollars (\$300,000.00), Seller represents that Seller is not a non-resident alien, foreign corporation, foreign partnership, foreign trust or foreign estate (as those terms are defined by the Internal Revenue Code and applicable regulations) and agrees to execute an affidavit to this effect at the time of settlement.



**54. INTERNAL REVENUE SERVICE FILING:** Buyer and Seller each agree to cooperate with the settlement officer by providing all necessary information so that a report can be filed with the Internal Revenue Service, as required by Section 6045 of the IRS Code. To the extent permitted by law, any fees incurred as a result of such filing will be paid by the Seller.

**55. AUTHORIZATION TO PROVIDE TILA-RESPA INTEGRATED DISCLOSURES:** Buyer and Seller hereby authorize the lender, title company, escrow agent, and/or their representatives to disclose and provide copies of the closing disclosure(s) and/or other settlement statement to the real estate licensees involved in the transaction at the time these documents are provided to Buyer and Seller.

**56. BROKER'S FEE:** All parties irrevocably instruct the settlement officer to collect the fee or compensation and disburse same according to the terms and conditions provided in the listing agreement and/or agency representation agreement. Settlement shall not be a condition precedent to payment of compensation.

**57. BROKER LIABILITY:** Brokers, their agents, subagents and employees do not assume any responsibility for the condition of the Property or for the performance of this Contract by any or all parties hereto. By signing this Contract, Buyer and Seller acknowledge that they have not relied on any representations made by Brokers, or any agents, subagents or employees of Brokers, except those representations expressly set forth in this Contract.

**58. PROPERTY OWNER'S TITLE INSURANCE:** Buyer is encouraged to purchase owner's title insurance at either "standard" or "enhanced" coverage and rates. The coverage afforded by such title insurance would be governed by the terms and conditions thereof, and the premium for obtaining such title insurance coverage would be determined by the extent of its coverage. For purposes of owner's title insurance policy premium rate disclosures by Buyer's lender, Buyer and Seller agree that enhanced rates (if available) shall be quoted by Buyer's lender. Buyer understands that a policy issued to the Lender will not protect the Buyer from losses caused by title defect. Nothing herein obligates Buyer to obtain any owner's title insurance coverage at any time, including at settlement, and that the availability of owner's title insurance coverage is subject to the underwriting criteria of the title insurer. Buyer understands that the Broker does not warrant the condition of title, and Buyer agrees to hold harmless Broker from any damages sustained by Buyer that may result from a defect in title.

#### **SECTION SEVEN: BREACH OF CONTRACT AND DISPUTE RESOLUTION**

**59. DEFAULT:** Buyer and Seller are required and agree to make full settlement in accordance with the terms of this Contract and acknowledge that failure to do so constitutes a breach hereof. If Buyer fails to make full settlement or is in default due to Buyer's failure to comply with the terms, covenants and conditions of this Contract, the initial Deposit and additional Deposits (the "Deposit") may be retained by Seller as long as a Release of Deposit Agreement is signed and executed by all parties, expressing that said Deposit may be retained by Seller. In the event the parties do not agree to execute a Release of Deposit Agreement, subject to the Deposit paragraph of this Contract, Buyer and Seller shall have all legal and equitable remedies. If Seller fails to make full settlement or is in default due to Seller's failure to comply with the terms, covenants and conditions of this Contract, Buyer shall be entitled to pursue such rights and remedies as may be available, at law or in equity, including, without limitation, an action for specific performance of this Contract and/or monetary damages. In the event of any litigation or dispute between Buyer and Seller concerning the release of the Deposit, Broker's sole responsibility may be met, at Broker's option, by paying the Deposit into the court in which such litigation is pending, or by paying the Deposit into the court of proper jurisdiction by an action of interpleader. Buyer and Seller agree that, upon Broker's payment of the Deposit into the court, neither Buyer nor Seller shall have any further right, claim, demand or action against Broker regarding the release of the Deposit; and Buyer and Seller, jointly and severally, shall indemnify and hold Broker harmless from any and all such rights, claims, demands or actions. In the event of such dispute and election by Broker to file an action of interpleader as herein provided, Buyer and Seller further agree and hereby expressly and irrevocably authorize Broker to deduct from the Deposit all costs incurred by Broker in the filing and maintenance of such action of interpleader including but not limited to filing fees, court costs, service of process fees and attorneys' fees, provided that the amount deducted shall not exceed the lesser of \$500 or the amount of the Deposit held by Broker. All such fees and costs authorized herein to be deducted may be deducted by Broker from the Deposit prior to paying the balance of the Deposit to the court. Buyer and Seller further agree and expressly declare that all such fees and costs so deducted shall be the exclusive property of Broker. If the amount deducted by Broker is less than the total of all of the costs incurred by Broker in filing and maintaining the interpleader action, then Buyer and Seller jointly, and severally, agree to reimburse Broker for all such excess costs upon the conclusion of the interpleader action.

**60. MEDIATION OF DISPUTES:** Mediation is a process by which the parties attempt to resolve a dispute or claim with the assistance of a neutral mediator who is authorized to facilitate the resolution of the dispute. The mediator has no authority to make an award, to impose a resolution of the dispute or claim upon the parties or to require the parties to continue mediation if the parties do not desire to do so. Buyer and Seller agree that any dispute or claim arising out of or from this Contract or the transaction which is the subject of this Contract shall be mediated through Maryland REALTORS® or its member local boards/associations in accordance with the established Mediation Rules and Guidelines of Maryland REALTORS® or through such other mediator or mediation service as mutually agreed upon by Buyer and Seller, in writing. Unless otherwise agreed in writing by the parties, mediation fees, costs and expenses shall be divided and paid equally by










the parties to the mediation. If either party elects to have an attorney present that party shall pay his or her own attorney's fees.

Buyer and Seller further agree that the obligation of Buyer and Seller to mediate as herein provided shall apply to all disputes or claims arising whether prior to, during, or within one (1) year following the actual contract settlement date or when settlement should have occurred. Buyer and Seller agree that neither party shall commence any action in any court regarding a dispute or claim arising out of or from this Contract or the transaction which is the subject of this Contract, without first mediating the dispute or claim, unless the right to pursue such action or the ability to protect an interest or pursue a remedy as provided in this Contract, would be precluded by the delay of the mediation. In the event the right to pursue such action, or the ability to protect an interest or pursue a remedy would be precluded by the delay, Buyer or Seller may commence the action only if the initial pleading or document commencing such action is accompanied by a request to stay the proceeding pending the conclusion of the mediation. If a party initiates or commences an action in violation of this provision, the party agrees to pay all costs and expenses, including reasonable attorneys' fees, incurred by the other party to enforce the obligation as provided herein. The provisions of this paragraph shall survive closing and shall not be deemed to have been extinguished by merger with the deed.

**61. ATTORNEY'S FEES:** In any action or proceeding between Buyer and Seller based, in whole or in part, upon the performance or non-performance of the terms and conditions of this Contract, including, but not limited to, breach of contract, negligence, misrepresentation or fraud, the prevailing party in such action or proceeding shall be entitled to receive reasonable attorney's fees from the other party as determined by the court or arbitrator. In any action or proceeding between Buyer and Seller and/or between Buyer and Broker(s) and/or Seller and Broker(s) resulting in Broker(s) being made a party to such action or proceeding, including, but not limited to, any litigation, arbitration, or complaint and claim before the Maryland Real Estate Commission, whether as defendant, cross-defendant, third-party defendant or respondent, Buyer and Seller jointly and severally, agree to indemnify and hold Broker(s) harmless from and against any and all liability, loss, cost, damages or expenses (including filing fees, court costs, service of process fees, transcript fees and attorneys' fees) incurred by Broker(s) in such action or proceeding, providing that such action or proceeding does not result in a judgment against Broker(s). As used in this Contract, the term "Broker(s)" shall mean: (a) the Brokers as identified on Page 11 of this Contract; (b) the named Sales Associates identified on Page 11 of the Contract; and (c) any agent, subagent, salesperson, independent contractor and/or employees of Broker(s). The term "Broker(s)" shall also mean, in the singular, any or either of the named Broker(s) and/or Sales Associate(s) as identified or, in the plural, both of the named Brokers and/or Sales Associates as identified. This Paragraph shall apply to any and all such action(s) or proceeding(s) against Broker(s) including those action(s) or proceeding(s) based, in whole or in part, upon any alleged act(s) or omission(s) by Broker(s), including, but not limited to, any alleged act of misrepresentation, fraud, non-disclosure, negligence, violation of any statutory or common law duty, or breach of fiduciary duty by Broker(s). The provisions of this Paragraph shall survive closing and shall not be deemed to have been extinguished by merger with the deed.

 <u>Jamie Jacobs</u>	01/29/2023
<b>Buyer Signature</b>	<b>Date</b>
<b>Jamie Jacobs</b>	
 <u>Nivia Jacobs</u>	01/29/2023
<b>Buyer Signature</b>	<b>Date</b>
<b>Nivia Jacobs</b>	

 <u>Craig Leavers, Trustee</u>	01/30/23
<b>Seller Signature</b>	<b>Date</b>
 <u>Andrew J Patch</u>	
 <u>Pamela T Patch</u>	01/30/23
<b>Seller Signature</b>	<b>Date</b>
<b>Pamela T Patch</b>	

**DATE OF CONTRACT ACCEPTANCE:** 01/30/23  
 (Insert the date on which all final initials and signatures of all parties have been affixed to this Contract.)

☐ **Check if First-Time Maryland Homebuyer**



**Contact Information:**

BUYER / NAME(S): **Jamie Jacobs, Nivia Jacobs**

MAILING ADDRESS: **15947 Frederick Road**

**Woodbine, MD 21797**

SELLER / NAME(S): **Andrew J Patch, Pamela T Patch**

MAILING ADDRESS: **12701 Marydale Court**

**Ellicott City, MD 21042**

Information provided for reference only:

LISTING BROKERAGE COMPANY NAME: **Keller Williams Lucido Agency**

BROKER OF RECORD NAME: **Scot Alder**

LICENSE NUMBER: **495770**

SALES ASSOCIATE NAME: **Bob Lucido**

LICENSE NUMBER: **4037**

OFFICE ADDRESS: **9251 Baltimore National Pike, #D, Ellicott City, MD 21042**

OFFICE PHONE: **(410)465-6900**

BROKER/SALES ASSOCIATE MLS ID: **3004065**

SALES ASSOCIATE PHONE: **(410)802-2567**

SALES ASSOCIATE E-MAIL: **tracy@boblucidoteam.com**

ACTING AS: ☒ LISTING BROKER AND SELLER AGENT; OR

☐ INTRA - COMPANY AGENT WITH BROKER AS DUAL AGENT

SELLING BROKERAGE COMPANY NAME: **Heritage Realty**

BROKER OF RECORD NAME: **Timothy W. Feaga**

LICENSE NUMBER: **80437**

SALES ASSOCIATE NAME: **Karen E. Hecht**

LICENSE NUMBER: **633132**

OFFICE ADDRESS: **15950 North Avenue, Lisbon, MD 21765**

OFFICE PHONE: **(410)489-7900**

BROKER/SALES ASSOCIATE MLS ID: **3011691**

SALES ASSOCIATE PHONE: **(443)277-9780**

SALES ASSOCIATE E-MAIL: **karen@heritagemaryland.com**

ACTING AS: ☐ SELLER AGENT; OR

☐ SUBAGENT; OR

☒ BUYER AGENT; OR

☐ INTRA - COMPANY AGENT WITH BROKER AS DUAL AGENT





**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): Andrew J Patch, Pamela T Patch  
PROPERTY: 12701 Maryvale Ct, Ellicott City, MD 21042-1269

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



Buyer

JJ, NJ

Page 1 of 2 10/17

Seller

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Maryland Homeowners Association Act Notice To Buyer

(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.

Authentisign  
Jamie Jacobs 01/29/2023  
Buyer 1/29/2023 12:41:10 PM EST Date

Authentisign  
Nivia Jacobs 01/29/2023  
Buyer 1/29/2023 12:43:32 PM EST Date

Authentisign  
Andrew J. Patch 08/26/22  
Seller Andrew J Patch Date  
Authentisign  
Pamela T. Patch 08/20/22  
Seller Pamela T Patch 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): Andrew J Patch, Pamela T Patch

PROPERTY: 12701 Maryvale Ct, Ellicott City, MD 21042-1269

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 Second Discovery

(2). (i). The current monthly fees or assessments imposed by the homeowners association upon the lot are \$ 650 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: \$ 650

(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:

☒ AJP PSP

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:

No formal management company, please review the covenants in the disclosures

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: \_\_\_\_\_



REALTOR® Buyer  
Keller Williams Lucido Agency, 9251 Baltimore National Pike, Suite D Ellicott City MD 21042  
Beb/Tracy Lucido

II NI

Page 1 of 2 10/17

Produced with Lona Wolf Transactions (dtpForm Edition) 717 N Harwood St, Suite 2200, Dallas, TX 75201

Phone: 4188022567

Fax: \_\_\_\_\_

☒ AJP PSP

Seller



12701 Maryvale Ct

Maryland Homeowners Association Act Disclosures To Buyer

PSJP  
AJP

(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.)

AJP

PSJP

AJP

PSJP

AJP

PSJP

AJP

PSJP

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.

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

AJP

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A. Are \_\_\_\_\_ or Are Not \_\_\_\_\_ enforceable against an owner;

AJP

PSJP

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.

Authentisign  
Andrew J. Patch 08/26/22  
Seller Date  
Andrew J Patch

Authentisign  
Pamela T. Patch 08/20/22  
Seller Date  
Pamela T Patch

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

Authentisign  
Nivia Jacobs 01/29/2023  
Buyer Date  
1/29/2023 12:43:35 PM EST

Authentisign  
Jamie Jacobs 01/29/2023  
Buyer Date  
1/29/2023 12:41:12 PM EST



## GENERAL ADDENDUM TO CONTRACT OF SALE

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

Addendum Number \_\_\_\_\_ to Contract of Sale (the "Contract") dated \_\_\_\_\_

Buyer(s): \_\_\_\_\_

Seller(s): Andrew J Patch, Pamela T Patch

Property: 12701 Maryvale Ct, Ellicott City, MD 21042-1269

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

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

**3. SETTLEMENT:** All persons to be in title and/or responsible where a mortgage is to be created should be present at the time of settlement and may be required to provide proper identification. Prior to settlement, a lender normally requires that Buyer obtain and provide a fully paid homeowner's insurance policy, a termite inspection report, and various certifications which may be applicable to improved properties. Buyer should be prepared at the time of settlement to pay the settlement costs and the balance due under the Contract. Buyer must provide cash, wired funds, bank check or certified check for amounts to be paid at settlement. In some cases, Seller may be required to provide funds in excess of the sales proceeds in order for settlement to occur, in which event, Seller also should be prepared to make payment in an approved form. Any party uncertain of the amount required at settlement should make inquiry of the title company or settlement attorney prior to settlement. Buyer should establish gas, electric and water service in Buyer's name commencing the day of settlement.

**4. GROUND RENT:** If a Property is subject to an existing ground rent as provided in a lease recorded among the Land Records, or if a ground rent is to be created, Seller will make those disclosures required by law by an appropriate additional clause or addendum to the Contract.

**5. RENTAL:** If any portion of the Property is to be rented to tenants by Buyer, the local government may require that the Property be registered prior to any rental and a yearly registration fee may be assessed by the local government. You may call the appropriate government office for further information. If the Property is now or has been rented to tenants, local laws may give the tenants certain rights to purchase the Property. These rights are set forth in the Contract. Effective October 1, 1994, certain disclosures are required regarding the presence of lead paint in certain rental properties.

**6. EQUAL HOUSING OPPORTUNITY:** A REALTOR® is required by federal, state and local law, and the Code of Ethics of the National Association of REALTORS® to treat all parties in a non-discriminatory manner without regard to race, color, creed, age, religion, national origin, sex, marital status, familial status, physical or mental disability, occupation, sexual orientation or preference, or other protected classifications under Fair Housing Laws.

**7. HOMEOWNER ASSOCIATIONS/CONDOMINIUMS:** If a Property is part of a development subject to the imposition of mandatory fees as defined by the Maryland Homeowners Association Act, and/or a condominium unit, Seller will make the required disclosures by an appropriate addendum to the Contract.

**8. COVENANTS AND RESTRICTIONS AFFECTING PROPERTY:** A majority of homes, whether new or re-sale, located in a subdivision are subject to certain restrictions applicable to the use of the Property as well as the construction of certain improvements to the Property. Such restrictions are referred to as covenants and, in the case of Property subject to a Homeowners Association or Condominium Association, the covenants are contained in a Declaration of Covenants and Restrictions as well as the Bylaws of the Association. However, many properties are also subject to covenants even though the Property is not subject to a Homeowners Association or Condominium Association. Buyers are encouraged to inquire as to any covenants and restrictions which may be applicable to the Property which is being considered for purchase.

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

**10. WETLANDS, WATERWAYS AND/OR FLOOD PLAINS:** Buyer is advised that, if all or a portion of the Property has wetlands and/or waterways or is located in a designated flood plain, the approval of the U.S. Army Corps of Engineers (the "Corps"), the Maryland Department of Natural Resources and other federal, state or local agencies may be necessary before a building permit for either new construction or expansion or improvement of the Property can be issued. Additionally, the future use of existing improved property may be restricted due to the presence of waterways, wetlands, and/or flood plains. Information as to wetlands, waterways and/or flood plains can be obtained from the District Office of the Corps at (410) 962-3670, the Maryland Department of Natural Resources at 1-877-620-8DNR (8367) or the Office of Planning and Zoning of the county or city in which the Property is situated. The Buyer expressly assumes the risk that the Property may be subject to restrictions due to the presence of waterways, wetland, and/or flood designations.

**11. REFORESTATION:** (Note: Applicable to property containing 40,000 or more square feet of land.) Buyer is hereby advised that if Buyer intends to apply for subdivision or site plan approval or a grading or sediment control permit upon the Property, applicable City or County law may require as a condition of such approval that Buyer submit plans acceptable to the City/County for establishing new tree cover, planting trees to replace forest which has been recently removed, and conserving the cutting and clearing of trees in accordance with applicable laws and regulations.

**12. CHESAPEAKE BAY CRITICAL AREA:** If all or a portion of a Property is located within 1,000 feet of tidal waters of the Chesapeake Bay, there may be restrictions on the use and/or development of the Property. Additional information regarding the Chesapeake Bay Critical Areas is available from the Critical Areas Program established by the local government of each county in Maryland and Baltimore City.

**13. BWI AIRPORT NOTICE:** Some properties may be located in the Baltimore/Washington International Airport Noise Zone. A Buyer desiring to obtain a copy of Noise Zone Maps may do so by calling the Office of Noise, Real Estate and Land Use Compatibility at 410-859-7375 or email [maanoise@baltimoremd.org](mailto:maanoise@baltimoremd.org). Information regarding the location of other airports and their operations may be obtained by calling the local zoning office for the area in which the Property is located.

**14. INSURANCE:** Buyer acknowledges that, as a condition of making a mortgage loan, lenders may require proof of hazard insurance coverage and may also require flood insurance coverage.

**15. PROPERTY CONDITION (HOME INSPECTION):** If the appropriate contingency is included in the Contract, home inspection firms may be employed to inspect the condition of the Property, including central heating and cooling systems and components, plumbing and electrical systems and components, the roofing, exterior and interior walls, ceilings and floors, foundation and/or basement (including chronic water penetration). If the Property is part of a condominium, Buyer's rights include access to the common areas to perform the inspection.

**16. PRIVATE WATER AND SEWAGE SYSTEMS:** Many properties are serviced by wells and/or private water and/or sewage systems. Local laws or lenders may require various tests and/or inspections. If the Property is serviced by any such system, this should be addressed by a separate addendum to the Contract.

**17. ENVIRONMENTAL CONSIDERATIONS; HAZARDOUS MATERIALS:** There are many hazardous materials that could affect a Property. The Brokers and their agents will generally have no knowledge of these hazardous materials and do not have the technical expertise to ascertain or advise you of the presence or significance of these hazardous materials. Buyer has the right to request, as a condition of an offer and, subject to acceptance by the Seller, the employment of a specialist of Buyer's choice to provide an analysis of hazardous materials which may be present. Hazardous materials inside the home can include, but are not limited to, cleaning chemicals, paint, asbestos, radon, lead paint, petroleum products, lawn and garden chemicals and indoor air pollutants that can accumulate. Hazardous materials outside the home can include, but are limited to, those found in contaminated land, water, landfills and other disposal sites, industrial air and water emissions, radiation from high tension wires, and those which may be present in underground storage tanks. Generally, additional information pertaining to these materials is available from the Maryland Department of the Environment (MDE) at (410) 537-3000.

**18. FIRE-RETARDANT TREATED PLYWOOD:** The use of fire-retardant treated (FRT) plywood as roof sheathing may result in the loss of wood strength through thermal degradation. The extent of such degradation depends upon the particular fire-retardant treatment used as well as the temperature levels and the degree of moisture present in the roof and attic systems. Additional information regarding FRT plywood is available from the National Association of Homebuilders at (800) 368-5242. For information as to whether a Property was constructed with FRT plywood, Buyer may contact the local Department of Building Inspections and Permits and/or request that a home inspector determine the condition of FRT plywood if present.

**19. RADON:** The MDE and the U.S. Environmental Protection Agency (EPA) have found levels of naturally occurring radon in some areas of Maryland that exceed the levels considered acceptable by the EPA. Studies have shown that extended exposure to high levels of radon can adversely affect your health. Radon testing firms in the area have special equipment to detect elevated levels of radon on a Property. They can also recommend actions to be taken to decrease concentrations of radon to an acceptable level. Buyer is advised to contact the Center for Radiological Health at the MDE at (410) 537-3000 for further information on radon.

**20. LEAD PAINT:** The MDE has found that many homes built before 1978 contain lead paint, the ingestion of which can be particularly dangerous. The potential dangers of lead paint may be greatly exacerbated by repairs and renovations performed without the assistance of a qualified lead paint removal specialist. Buyer is advised to contact the Lead Paint Poisoning Prevention Division of the MDE at (410) 537-3000 for further information on lead paint. Specialists are available to determine if lead paint has been used in a Property. In some cases, lead paint inspection may be mandatory.



**21. ASBESTOS:** Asbestos has been used in residential property for insulation, fireproofing, acoustical, decorative and other purposes. Common uses of asbestos include insulation around boilers and pipes, surfacing material, ceiling and floor tiles, roofing material, wallboard, and cement pipe. Improper handling or removal of asbestos during renovations or repairs may damage the asbestos and cause asbestos particles to become airborne, potentially causing health risks. Buyer is advised to contact the MDE at (410) 537-3000 for further information on asbestos.

**22. AVAILABILITY OF LIMITED WARRANTY:** A Limited Warranty may be available for purchase through a Broker. Such a Limited Warranty may provide, subject to the terms and conditions of the Limited Warranty, compensation in the event certain named components and/or appliances become inoperable or fail during a specified period of time (usually one year from settlement).

**23. NEWLY CONSTRUCTED RESIDENCES:** a) New Home Warranty Plan: If a Property is a newly constructed dwelling, Maryland law requires that Seller/Builder provide Buyer with a written statement concerning the presence or absence of a New Home Warranty (addendum will be attached); b) Insulation: Seller/Builder must inform Buyer of the location, type and thickness (R Factor) of insulation used in the walls and roof of the newly constructed residence; c) Water/Sewer Service: a Property may be subject to a fee or assessment which purports to cover or defray the cost of installing or maintaining all or part of the public water or waste water facilities serving a subdivision. This fee or assessment may be payable annually. Seller will provide Buyer with a detailed written disclosure of the amount of the fee, the duration of the fee, and any right to prepay or discount the fee.

**24. CERTIFICATIONS:** Depending upon the type of mortgage applied for by Buyer, lenders may require certain certifications that relate to a Property or require inspections/appraisals that certify that a Property is free of specific hazards or conditions.

**25. FHA PREPAYMENT:** FHA regulations specify that if the loan is paid in full on the first day of a month, interest for that month is not payable, but if the loan is paid in full on any day other than the first day of a month, interest may be payable through the end of that month.

**26. NOTICES/FAX TRANSMISSIONS:** Unless otherwise provided herein or in another Addendum, any notice to Buyer shall be effective when delivered to Buyer or an agent of Buyer, and any notice to Seller shall be effective when delivered to Seller or an agent of Seller. Notices under the Contract shall be in writing, and may be hand-delivered, mailed or transmitted by an electronic medium which produces a tangible copy. An electronic copy of a signed offer, acceptance, addendum or notice shall be deemed the equivalent of the original document. While not required, it is suggested that documents with original manual signatures of the parties be forwarded to Buyer and Seller in accordance with the Contract.

01/29/2023

Date

Authentisign  
*Jamie Jacobs*  
1/29/2023 12:41:13 PM EST

Buyer(s)/Tenant(s)

01/29/2023

Date

Authentisign  
*Nivia Jacobs*  
1/29/2023 12:43:36 PM EST

Buyer(s)/Tenant(s)

Date

Authentisign  
*Andrew J. Patch*  
08/26/22

Seller(s)/Owner(s)

Date

Authentisign  
*Pamela T. Patch*  
08/20/22

Seller(s)/Owner(s)

Pamela T Patch

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

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

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

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**HOWARD COUNTY NOTICE AND DISCLOSURE ADDENDUM**  
(For use with the MAR Residential Contract of Sale and the Regional Contract of Sale)

Addendum # \_\_\_\_\_ dated \_\_\_\_\_ to the Contract of Sale (the "Contract") dated \_\_\_\_\_.

The Residential Contract of Sale ("the Contract") between Andrew J Patch, Pamela T Patch (Seller) and \_\_\_\_\_ (Buyer), dated \_\_\_\_\_, for the sale of Property known as 12701 Maryvale Ct, Ellicott City, MD 21042-1269 located in Howard 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, the terms and conditions of this Addendum shall supersede such other provisions and shall control.

**1. GENERAL PLAN MAPS: HOWARD COUNTY:**

**A. NOTICE TO BUYER: GENERAL PLAN MAPS AND GENERALIZED ZONING MAP FOR HOWARD COUNTY.**

i. If you are purchasing an existing residential dwelling unit ("Re-Sale Home") or a newly constructed residential dwelling unit ("New Home") which is located in Howard County, Maryland, the Seller is required by Section 17.502 of the Howard County Code to notify you that the Property being purchased may be affected by plans for roadway capital improvements and land use in Howard County. Current plans for roadway capital improvement and land use in Howard County are contained in the current Howard County General Plan Maps and current Generalized Zoning Map (the "Maps").

ii. YOU HAVE THE RIGHT TO EXAMINE THE CURRENT HOWARD COUNTY GENERAL PLAN MAPS AND CURRENT GENERALIZED ZONING MAP.

**B. ACKNOWLEDGEMENT BY BUYER:**

JP NJ

Buyer Initials  
order

Buyer hereby acknowledges that Seller has notified the Buyer of the Buyer's right to examine the current General Plan Maps and current Generalized Zoning Map for Howard County and Buyer understands that in order to become fully informed of current and future roadway improvements and land use plans, Buyer should consult with the Howard County Department of Planning and Zoning, 3430 Courthouse Drive, Ellicott City, Maryland 21043.

**C. AVAILABILITY OF MAPS:**

If the Property being purchased is a Re-Sale Home a copy of the Maps is available at the Howard County Department of Planning and Zoning, 3430 Court House Drive, Ellicott City, Maryland 21043. If the Property being purchased is a New Home, the Seller is required to have available in a model home or sales office a copy of the current General Plan Maps and Generalized Zoning Map for Howard County. If a model home or sales office is not located in the same subdivision as the Property, the Seller of a New Home shall have a copy of the Maps available at the Property.

**D. RESCISSION RIGHTS OF BUYER:**

If notice of the availability of the General Plan Maps and Generalized Zoning Map is provided to you at the time of or within less than two (2) days before entering into the Contract, you shall have the right, upon written notice to the Seller, to rescind the Contract and, in the event of such rescission, all deposit money paid by you in connection with the Contract will be returned to you. To be effective, your election to rescind the Contract, as herein provided, must be delivered to the Seller not later than 11:59 p.m. on the second Howard County Government business day immediately following the date of Buyer's acknowledgement of the availability of the Maps for Howard County as evidenced by the Initials of the Buyer in Section 1.C. of this Addendum. If notice of the availability is provided to you more than two (2) days before entering into the Contract, then you shall have no right to rescind the Contract for any reason based upon the contents of the Maps.

JP NJ

Buyer Initials

Buyer hereby acknowledges that Buyer has read this Section D above and is aware of Buyer's rescission rights.

**E. FAILURE TO PROVIDE GENERAL PLAN MAPS:**

i. Buyer is advised that Section 17.502(c) of the Howard County Code provides that the failure of the Seller to provide notice of the availability of the Maps for Howard County shall not cause the Contract to be invalid, void, voidable or otherwise unenforceable by the Seller or Buyer.

ii. Seller is hereby advised that Section 17.504 of the Howard County Code provides that the failure of the Seller to provide notice of the availability of the Maps for Howard County would constitute a violation of Title 24, "Civil Penalties" of the Howard County Code and may result in a Class B offense under Title 24 against the Seller.

## **2. NEW HOME - RIGHT TO PRE-SETTLEMENT INSPECTION.**

A. Not less than fourteen (14) hours nor more than seventy-two (72) hours prior to the date of actual settlement, a buyer of a new home, or the agent of the Buyer, shall have the right to inspect the new home. If mutually agreed upon in writing, the Buyer and Seller may provide for more than one (1) pre-settlement inspection or for the pre-settlement inspection to occur not less than fourteen (14) hours or more than seventy-two (72) hours prior to the date of actual settlement. Not later than fourteen (14) calendar days prior to the date of actual settlement, the Seller shall notify the Buyer, in writing, of the proposed date and time of the pre-settlement inspection. Such written notice shall include three (3) proposed pre-settlement inspection times on at least two (2) different dates. The pre-settlement inspection, unless agreed to otherwise by the Buyer, shall be scheduled to commence between the hours of 10:00 a.m. and 8:00 p.m. The Buyer, upon receipt of the notice of pre-settlement inspection as herein provided from the Seller, shall promptly notify the Seller or the agent of the Seller of which of the pre-settlement inspection dates and times proposed by the Seller are accepted by the Buyer. The Seller shall make every reasonable effort to designate the dates and times for the pre-settlement inspection reasonably convenient to the Buyer.

B. The Seller shall allow a reasonable time for the Buyer or the agent of the Buyer to conduct the pre-settlement inspection and shall provide the Buyer or the agent of the Buyer with reasonable access to the interior and exterior of the new home and the real property being conveyed, if applicable. At the time of the pre-settlement inspection, the Seller shall arrange to have all utilities servicing the new home to be connected and turned on in order for the Buyer or the agent of the Buyer to inspect and test all fixtures, electrical, mechanical, including appliance, plumbing, heating and air-conditioning systems as installed in the new home.

C. Both the Buyer and the Seller, as well as the agent of the Buyer and the agent of the Seller, if requested to do so by their respective clients, may attend the pre-settlement inspection.

D. The right of a buyer to a pre-settlement inspection as provided for in this Subtitle may not be waived in the contract of sale, and any such purported waiver may not be enforced by the Seller in a court of law.

## **3. NEW HOME - ORAL STATEMENTS, REPRESENTATIONS, WARRANTIES AND PROMISES.**

Any oral statements, representations, warranties or promises made to you prior to your execution of the Contract by the Seller or agent of the Seller may not be enforceable by you against the Seller or agent of the Seller in any subsequent legal or administrative proceeding unless such statements, representations, warranties or promises are in writing and signed by yourself and the Seller, or agent of the Seller. Any statements, representations, warranties or promises made to you by the Seller or agent of the Seller, upon which you rely, and which are not contained in this printed contract of sale form must be stated in a written addendum attached to the Contract form which is to be signed by both yourself and the Seller in order to make such statements, representations, warranties or promises part of the agreement between yourself and the Seller and enforceable in any legal or administrative proceeding.

## **4. NOTICE OF DISCLOSURES OF AIRPORTS AND HELIPORTS.**

If Buyer is concerned about the existence of airports or heliports located near the Property, Buyer should contact the Howard County Zoning Office at: (410) 313-2395 to determine the location of any such airports or heliports prior to the execution of this Addendum.

## **5. NOTICE TO BUYER - HOWARD COUNTY PROPERTY TAX.**

DUE TO A VARIETY OF MARYLAND PROPERTY TAX CREDIT PROGRAMS, THE BUYER'S PROPERTY TAX BILL MAY BE SIGNIFICANTLY DIFFERENT THAN THE TAX BILL PAID PREVIOUSLY BY THE SELLER OF THE PROPERTY. BUYERS SHOULD CONTACT THE HOWARD COUNTY DEPARTMENT OF FINANCE FOR AN ESTIMATE OF THEIR PROPERTY TAX OBLIGATION.

The Howard County Department of Finance is located at: 3430 Court House Drive, Ellicott City, MD 21043 and may be contacted in person OR by telephone at (410) 313-2185 OR visit the Howard County Citizen Self Service for Real Estate Property Taxes web site at: <http://howardcountymd.munisselfservice.com/citizens/RealEstate/Default.aspx?mode=new>. (Enter property address and click search, then select "Charges Exemptions Credits".)

## **6. NOTICE TO BUYER - RADIUM IN WELL WATER.**

According to the Howard County Health Department, Bureau of Environmental Health, a water quality survey indicates that elevated levels of naturally occurring radium and uranium have been found in some wells located in the Baltimore Gneiss formation. Properties serviced by public water are not impacted. Property Owners in the affected area are required to test new and replacement wells and, if applicable, install a treatment system prior to being granted a Certificate of Potability and putting the well into use. There are no regulations that require private owners of existing private wells to meet US EPA drinking water standards for radioactivity. The radium and uranium levels in well water may be determined through water analysis tests performed by the Howard County Health Department or by an environmental testing firm approved by the Howard County Health Department. Buyer may obtain a copy of a brochure entitled "Radionuclides & Your Well Water: A Homeowner's Guide," which brochure includes a general map of Howard County



showing the potentially affected areas as well as a list of approved environmental testing firms from the website of the Howard County Health Department at <http://countyofhoward.md.us/WorkArea/linkit.aspx?linkIdentifier=ld&itemID=4294869374>. If the Property being purchased is served by a private well and if Buyer is concerned about radium and uranium levels, Buyer, prior to execution of this Addendum, should download and read the brochure and consider whether to include a contingency in the contract of sale to provide for a well water quality test by the Howard County Health Department or by an approved environmental testing firm.

## 7. NOTICE TO BUYER – FRONT FOOT BENEFIT FEES AND DEFERRED WATER AND SEWER CHARGES.

Front Foot Benefit Fees and Deferred Water and Sewer Charges assessed by a builder, developer, or other private entity to cover the costs of development of a property or community including but not limited to the construction of roads, public and private water and sewer mains, pumping stations, designated greenways, conservation easements, rights of way or other costs of development which serve or benefit the Property directly. Seller hereby discloses and represents that the property: (Seller to initial applicable provision)

A.    
Seller Initials

IS NOT subject to a fee or assessment charged by the developer or other private entity hereinafter called ("Lienholder") which is payable as a one time or ongoing fee, runs with the land, and constitutes a contractual obligation between the Lienholder and the Property owner.

B. \_\_\_\_\_ / \_\_\_\_\_  
Seller Initials

IS subject to a fee or assessment charged by the developer or other private entity (Lienholder) which is payable as a one time or ongoing fee, runs with the land, and constitutes a contractual obligation between the Lienholder and the Property owner.

This fee or assessment is in the amount of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) and is payable

☐ on a one-time basis or ☐ on an ongoing basis by: ☐ year / ☐ quarter / ☐ month

to: (name and address) \_\_\_\_\_, (Lienholder), until \_\_\_\_\_ month \_\_\_\_\_ year.

There may be a right of prepayment or discount for early payment which may be ascertained by contacting the Lienholder. This fee or assessment is a contractual obligation between the Lienholder and each owner of the property. It is not in any way a fee or assessment by Howard County or included in the county property tax bill.

## 8. NOTICE TO BUYER – COMMUNITY WATER, SEWAGE FACILITY, AND SHARED SEPTIC SYSTEM FEES.

Community Water, Sewage Facility, and Shared Septic System Fees are charges assessed by a builder, developer or other private entity to cover the costs of construction, installation and maintenance of water and wastewater services facilities which continuously serve the community or subdivision in which the property is located. Seller hereby discloses and represents that the property: (Seller to initial applicable provision)

A.    
Seller Initials

IS NOT subject to a fee or assessment which purports to cover or defray the cost of installing and/or maintaining all or part of the water or wastewater facilities constructed by the developer of the \_\_\_\_\_ community and/or subdivision.

B. \_\_\_\_\_ / \_\_\_\_\_  
Seller Initials

IS subject to a fee or assessment which purports to cover or defray the cost of installing and/or maintaining all or part of the water or wastewater facilities constructed by the developer of the \_\_\_\_\_ community and/or subdivision.

This fee or assessment is in the amount of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) and is payable annually in (month) \_\_\_\_\_ to (name and address) \_\_\_\_\_

\_\_\_\_\_, hereinafter called ("Lienholder").


There may be a right of prepayment or discount for early payment which may be ascertained by contacting the Lienholder. This fee or assessment is a contractual obligation between the Lienholder and each owner of the property. It is not in any way a fee or assessment by Howard County or included in the county property tax bill.

## 9. NOTICE TO BUYER – COLUMBIA ASSOCIATION (CPRA).

Each year, Columbia Association (CA) charges residents who live on CA-assessed property the CA annual charge. The annual charge funds the village community associations, various fitness facilities, community centers, parks, recreation facilities, as well as other programs and services.

For additional information about the annual charge for the current fiscal year (July 1st - June 30th), call the Annual Charge Hotline

at 410-715-3058 or visit [www.ColumbiaAssociation.org](http://www.ColumbiaAssociation.org) or [www.WhyIPayCA.org](http://www.WhyIPayCA.org). See **Columbia Covenant Compliance Addendum**. Seller hereby discloses and represents that the property: (Seller to initial applicable provision)

A.  IS NOT subject to mandatory fees assessed by the Columbia Association (CPRA)  
Seller Initials

B. \_\_\_\_\_ / \_\_\_\_\_ IS subject to mandatory fees assessed by the Columbia Association (CPRA)  
Seller Initials

As of \_\_\_\_\_ (Month) \_\_\_\_\_ (Year) the CPRA Fee for this property is: \_\_\_\_\_ (subject to reassessment)

**10. NOTICE TO BUYER – RIGHT TO FARM DISCLOSURE.** Pursuant to the Howard County Zoning Regulations, you are hereby notified that farming is allowed in most zoning districts in Howard County and has been designated as the preferred land use within the RC (Rural Conservation) zoning district. Properties in the RC and RR (Rural Residential) zoning districts that are subject to an agricultural land preservation easement, whether held by the State of Maryland or Howard County, are required to be kept available for farming in perpetuity, and are assumed to be in agricultural use. Agriculture is also considered a valued land use on any property that has an Agricultural Use Assessment as determined by the State Department of Assessments and Taxation.

Residents and other occupants of property near land in agricultural areas should be prepared to accept the effects of usual and customary agricultural operations, facilities and practices, including noise, odors, dust, smoke, insects, operation of machinery, storage and disposal of manure, unusual hours of operation, and other agricultural activities.

For further information, contact the Howard Soil Conservation District or the Howard County Department of Planning and Zoning.

**11. NOTICE TO BUYER/PROSPECTIVE LANDLORD: HOWARD COUNTY LANDLORD-TENANT COUNTY COUNCIL BILL (CB-20)**

Howard County Council Bill CB-20 took effect on August 12, 2018. CB-20 empowers the Howard County Office of Consumer Protection to enforce the provisions of the new landlord and tenant law. CB-20 specifies landlord obligations, lease termination clauses and required and prohibited provisions regarding rental applications and lease agreements. The full text of CB-20 can be found, read and downloaded on Office of Consumer Protection's website at [www.howardcountymd.gov/landlordtenant](http://www.howardcountymd.gov/landlordtenant).



**12. NOTICE TO BUYER: HOWARD COUNTY – TRANSFER TAX EXEMPTION AND RATE REDUCTION – LAW ENFORCEMENT OFFICERS; FIRE AND RESCUE SERVICES MEMBERS AND CERTIFICATED PROFESSIONAL TEACHER**


Pursuant to HB1604/HB 223/ Howard County Code 20.300, Howard County Law Enforcement Officers; Fire and Rescue Services Members and Certificated Professional Teachers may be eligible to be exempt from or receive reduced Howard County transfer taxes when purchasing residential real property located in Howard County and intended for use as a principal residence.

For more information, please contact the Howard County Department of Human Resources/Board of Education.

**13. NOTICE TO BUYER: HOWARD COUNTY PUBLIC SCHOOLS.**

The Howard County Public School System (HCPSS) boundaries and assignments are subject to change. For more information and to verify school assignments, visit HCPSS website at [www.HCPSS.org](http://www.HCPSS.org) or call 410-313-6600.

  
Jamie Jacobs 01/29/2023  
Buyer Date  
  
Nivia Jacobs 01/29/2023  
Buyer Date

  
Andrew J. Patch 08/26/22  
Seller Date  
Andrew J. Patch  
Pamela T. Patch 08/20/22  
Seller Date  
Pamela T Patch

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**NOTICE TO BUYER AND SELLER OF BUYER'S RIGHTS AND SELLER'S OBLIGATIONS UNDER MARYLAND'S SINGLE FAMILY RESIDENTIAL PROPERTY CONDITION DISCLOSURE LAW**

ADDENDUM dated \_\_\_\_\_ to the Contract of Sale  
between Buyer \_\_\_\_\_  
and Seller Andrew J Patch, Pamela T Patch for Property  
known as 12701 Maryvale Ct, Ellicott City, MD 21042-1269.

NOTE: This notice does not apply to: (1) the initial sale of single family residential property which has never been occupied, or for which a certificate of occupancy has been issued within one year prior to the date of the Contract; (2) a transfer that is exempt from the transfer tax under Subsection 13-207 of the Tax-Property Article, except land installments contracts of sale under Subsection 13-207(a)(11) of the Tax-Property Article and options to purchase real property under Subsection 13-207(a)(12) of the Tax-Property Article; (3) a sale by a lender or an affiliate or subsidiary of a lender that acquired the real property by foreclosure or deed in lieu of foreclosure; (4) a sheriff's sale, tax sale, or sale by foreclosure, partition or by court appointed trustee; (5) a transfer by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust; (6) a transfer of single family residential real property to be converted by the buyer into a use other than residential use or to be demolished; or (7) a sale of unimproved real property.

Section 10-702 of the Real Property Article of the Annotated Code of Maryland ("Section 10-702") requires that a seller of a single family residential property ("the property") deliver to each buyer, on or before entering into a contract of sale, on a form published and prepared by the Maryland Real Estate Commission, **EITHER:**

(A) A written property condition disclosure statement listing all defects including latent defects, or information of which the seller has actual knowledge in relation to the following:

- (i) Water and sewer systems, including the source of household water, water treatment systems, and sprinkler systems;
- (ii) Insulation;
- (iii) Structural systems, including the roof, walls, floors, foundation and any basement;
- (iv) Plumbing, electrical, heating, and air conditioning systems;
- (v) Infestation of wood-destroying insects;
- (vi) Land use matters;
- (vii) Hazardous or regulated materials, including asbestos, lead-based paint, radon, underground storage tanks, and licensed landfills;
- (viii) Any other material defects, including latent defects, of which the seller has actual knowledge;
- (ix) Whether the required permits were obtained for any improvements made to the property;
- (x) Whether the smoke alarms:
  - 1. will provide an alarm in the event of a power outage;
  - 2. are over 10 years old; and
  - 3. if battery operated, are sealed, tamper resistant units incorporating a silence/hush button and use long-life batteries as required in all Maryland homes by 2018; and
- (xi) If the property relies on the combustion of a fossil fuel for heat, ventilation, hot water, or clothes dryer operation, whether a carbon monoxide alarm is installed on the property.

"Latent defects" under Section 10-702 means material defects in real property or an improvement to real property that:

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

**OR**

(B) A written disclaimer statement providing that:

- (i) Except for latent defects of which the seller has actual knowledge, the seller makes no representations or warranties as to the condition of the real property or any improvements on the real property; and
- (ii) The buyer will be receiving the real property "as is," with all defects, including latent defects, that may exist, except as otherwise provided in the contract of sale of the property.



Buyer

[Signature], [Signature]

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Seller

[Signature] [Signature]





At the time the disclosure or disclaimer statement is delivered to you ("the buyer"), you are required to date and sign a written acknowledgement of receipt on the disclosure or disclaimer statement which shall be included in or attached to the contract of sale.

Section 10-702 further provides that a buyer who receives the disclosure or disclaimer statement on or before entering into a contract of sale does not have the right to rescind the contract based upon the information contained in the disclosure or disclaimer statement.

You are hereby notified that, in certain circumstances, you have the right to rescind your contract with the seller if the seller fails to deliver to you the written property condition disclosure or disclaimer statement. Section 10-702 provides that a buyer who does not receive the disclosure or disclaimer statement on or before entering into the contract has the unconditional right, upon written notice to the seller or seller's agent,

- (i) To rescind the contract at any time before the receipt of the disclosure or disclaimer statement or within 5 days following receipt of the disclosure or disclaimer statement; and
- (ii) To the immediate return of any deposits made on account of the contract.

Your right to rescind the contract under Section 10-702 terminates if not exercised before making a written application to a lender for a mortgage loan, if the lender discloses in writing at or before the time application is made that the right to rescind terminates on submission of the application or within 5 days following receipt of a written disclosure from a lender who has received your application for a mortgage loan, if the lender's disclosure states that your right to rescind terminates at the end of that 5 day period.

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

- (i) Closing or occupancy by you, whichever occurs first, in the event of a sale; or
- (ii) Occupancy, in the event of a lease with option to purchase.

The information contained in the property condition disclosure statement is the representation of the seller and not the representation of the real estate broker or sales person, if any. A disclosure by the seller is not a substitute for an inspection by an independent professional home inspection company. You should consider obtaining such an inspection. The information contained in a disclosure statement by the seller is not a warranty by the seller as to the condition of the property of which condition the seller has no actual knowledge or other condition, including latent defects, of which the seller has no actual knowledge. The seller is not required to undertake or provide an independent investigation or inspection of the property in order to make the disclosures required by Section 10-702. The seller is not liable for an error, inaccuracy or omission in the disclosure statement if the error, inaccuracy or omission was based upon information that was not within the actual knowledge of the seller or was provided to the seller by a third party as specified in Section 10-702(i) or (j).

You may wish to obtain professional advice about the property or obtain an inspection of the property.

The undersigned buyer(s) and seller(s) acknowledge receipt of this notice on the date indicated below and acknowledge that the real estate licensee(s) named below have informed the buyer(s) and the seller(s) of the buyer(s)' rights and the seller(s)' obligations under Section 10-702.

**Jamie Jacobs** 01/29/2023  
Buyer's Signature Date

**Nivia Jacobs** 01/29/2023  
Buyer's Signature Date

**Karen E. Hecht** 1-29-2023  
Agent's Signature Date

**Andrew J. Patch** 08/26/22  
Seller's Signature Date

**Andrew J. Patch**  
**Pamela T. Patch** 08/20/22  
Seller's Signature Date

**Pamela T Patch**  
**Bob/Tracy Lucido** 8/18/22  
Agent's Signature Date

## MARYLAND RESIDENTIAL PROPERTY DISCLOSURE AND DISCLAIMER STATEMENT

Property Address: 12701 Maryvale Ct, Ellicott City, MD 21042-1269

Legal Description: \_\_\_\_\_

### NOTICE TO SELLER AND PURCHASER

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

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

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

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

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

### MARYLAND RESIDENTIAL PROPERTY DISCLOSURE STATEMENT

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

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

How long have you owned the property? \_\_\_\_\_

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

Water Supply ☐ Public ☐ Well ☐ Other \_\_\_\_\_  
Sewage Disposal ☐ Public ☐ Septic System approved for \_\_\_\_\_ (# of bedrooms) Other Type \_\_\_\_\_

Garbage Disposal ☐ Yes ☐ No  
Dishwasher ☐ Yes ☐ No  
Heating ☐ Oil ☐ Natural Gas ☐ Electric ☐ Heat Pump Age \_\_\_\_\_ ☐ Other \_\_\_\_\_  
Air Conditioning ☐ Oil ☐ Natural Gas ☐ Electric ☐ Heat Pump Age \_\_\_\_\_ ☐ Other \_\_\_\_\_  
Hot Water ☐ Oil ☐ Natural Gas ☐ Electric Capacity \_\_\_\_\_ Age \_\_\_\_\_ ☐ Other \_\_\_\_\_

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Please indicate your actual knowledge with respect to the following:

1. Foundation: Any settlement or other problems?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Unknown	Comments:
2. Basement: Any leaks or evidence of moisture?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Unknown <input type="checkbox"/> Does Not Apply	Comments:
3. Roof: Any leaks or evidence of moisture?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Unknown	Type of Roof: _____ Comments:
4. Other Structural Systems, including exterior walls and floors:	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Unknown	Any defects (structural or otherwise)? _____ Comments:
5. Plumbing system: Is the system in operating condition?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Unknown	Comments:
6. Heating Systems: Is heat supplied to all finished rooms?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Unknown	Comments:
7. Air Conditioning System: Is cooling supplied to all finished rooms?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Unknown <input type="checkbox"/> Does Not Apply	Comments:
8. Electric Systems: Are there any problems with electrical fuses, circuit breakers, outlets or wiring?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Unknown	Comments:
8A. Will the smoke alarms provide an alarm in the event of a power outage?	<input type="checkbox"/> Yes <input type="checkbox"/> No	Are the smoke alarms over 10 years old? <input type="checkbox"/> Yes <input type="checkbox"/> 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 2008? <input type="checkbox"/> Yes <input type="checkbox"/> No
9. Septic Systems: Is the septic system functioning properly?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Unknown <input type="checkbox"/> Does Not Apply	When was the system last pumped? Date: _____ Comments:
10. Water Supply: Any problem with water supply?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Unknown	Comments:
Home water treatment system:	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Unknown	Comments:
Fire sprinkler system:	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Unknown <input type="checkbox"/> Does Not Apply	Comments:
Are the systems in operating condition?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Unknown	Comments:
11. Insulation:	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Unknown	In exterior walls? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Unknown In ceiling/attic? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Unknown In any other areas? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Unknown Where? _____
12. Exterior Drainage: Does water stand on the property for more than 24 hours after a heavy rain?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Unknown	Comments:
Are gutters and downspouts in good repair?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Unknown	Comments:

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2667, 2668, 2669, 2670, 2671, 2672, 2673, 2674, 2675, 2676, 2677, 2678, 2679, 2680, 2681, 2682, 2683, 2684, 2685, 2686, 2687, 2688, 2689, 2690, 2691, 2692, 2693, 2694, 2695, 2696, 2697, 2698, 2699, 2700, 2701, 2702, 2703, 2704, 2705, 2706, 2707, 2708, 2709, 2710, 2711, 2712, 2713, 2714, 2715, 2716, 2717, 2718, 2719, 2720, 2721, 2722, 2723, 2724, 2725, 2726, 2727, 2728, 2729, 2730, 2731, 2732, 2733, 2734, 2735, 2736, 2737, 2738, 2739, 2740, 2741, 2742, 2743, 2744, 2745, 2746, 2747, 2748, 2749, 2750, 2751, 2752, 2753, 2754, 2755, 2756, 2757, 2758, 2759, 2760, 2761, 2762, 2763, 2764, 2765, 2766, 2767, 2768, 2769, 2770, 2771, 2772, 2773, 2774, 2775, 2776, 2777, 2778, 2779, 2780, 2781, 2782, 2783, 2784, 2785, 2786, 2787, 2788, 2789, 2790, 2791, 2792, 2793, 2794, 2795, 2796, 2797, 2798, 2799, 2800, 2801, 2802, 2803, 2804, 2805, 2806, 2807, 2808, 2809, 2810, 2811, 2812, 2813, 2814, 2815, 2816, 2817, 2818, 2819, 2820, 2821, 2822, 2823, 2824, 2825, 2826, 2827, 2828, 2829, 2830, 2831, 2832, 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3663, 3664, 3665, 3666, 3667, 3668, 3669, 3670, 3671, 3672, 3673, 3674, 3675, 3676, 3677, 3678, 3679, 3680, 3681, 3682, 3683, 3684, 3685, 3686, 3687, 3688, 3689, 3690, 3691, 3692, 3693, 3694, 3695, 3696, 3697, 3698, 3699, 3700, 3701, 3702, 3703, 3704, 3705, 3706, 3707, 3708, 3709, 3710, 3711, 3712, 3713, 3714, 3715, 3716, 3717, 3718, 3719, 3720, 3721, 3722, 3723, 3724, 3725, 3726, 3727, 3728, 3729, 3730, 3731, 3732, 3733, 3734, 3735, 3736, 3737, 3738, 3739, 3740, 3741, 3742, 3743, 3744, 3745, 3746, 3747, 3748, 3749, 3750, 3751, 3752, 3753, 3754, 3755, 3756, 3757, 3758, 3759, 3760, 3761, 3762, 3763, 3764, 3765, 3766, 3767, 3768, 3769, 3770, 3771, 3772, 3773, 3774, 3775, 3776, 3777, 3778, 3779, 3780, 3781, 3782, 3783, 3784, 3785, 3786, 3787, 3788, 3789, 3790, 3791, 3792, 3793, 3794, 3795, 3796, 3797, 3798, 3799, 3800, 3801, 3802, 3803, 3804, 3805, 3806, 3807, 3808, 3809, 3810, 3811, 3812, 3813, 3814, 3815, 3816, 3817, 3818, 3819, 3820, 3821, 3822, 3823, 3824

Page 3 of 4

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

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) Andrew J Patch Date \_\_\_\_\_

Seller(s) Pamela T Patch 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:

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Seller Andrew J. Patch 08/26/22 Date \_\_\_\_\_  
Seller Andrew J Patch  
Pamela T Patch 08/20/22 Date \_\_\_\_\_  
Pamela T Patch

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 Jamie Jacobs 01/29/2023  
1/29/2023 12:41:21 PM EST  
Purchaser Nivia Jacobs 01/29/2023  
1/29/2023 12:43:44 PM EST





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

12701 Maryvale Ct

Property Address: Ellicott City, MD 21042-1269

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-based 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).

AJP JPB

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).

AJP JPB

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) JP / NP Buyer/Tenant has received copies of all information listed in section (b)(i) above, if any.

(d) JP / NP Buyer/Tenant has received the pamphlet Protect Your Family from Lead In Your Home.

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

(i) JP / NP 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) JP / NP 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) JP 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.

Andrew J. Patch 08/26/22

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

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

Pamela T. Patch 08/20/22

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

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

Pamela T. Patch 8/18/22

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

Buyer's/Tenant's Agent \_\_\_\_\_ Date

Seller's/Landlord's Agent \_\_\_\_\_ Date

Bob/Tracy Lucido

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10/17

Keller Williams Lucido Agency, 9251 Baltimore National Pike, Suite D Ellicott City MD 21042

Bob/Tracy Lucido

Phone: 4108022567

Fax:

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12701 Maryvale Ct





## CONSERVATION EASEMENT ADDENDUM

None exists

ADDENDUM dated \_\_\_\_\_ to Contract of Sale  
between Buyer \_\_\_\_\_ and  
Seller Andrew J Patch, Pamela T Patch for Property known  
as 12701 Maryvale Ct, Ellicott City, MD 21042-1269

THE PROPERTY IS ENCUMBERED BY ONE OR MORE CONSERVATION EASEMENTS OR OTHER RESTRICTIONS LIMITING OR AFFECTING USES OF THE PROPERTY. MARYLAND LAW REQUIRES THAT THE VENDOR DELIVER TO THE BUYER COPIES OF ALL CONSERVATION EASEMENTS ON OR BEFORE THE DAY THE CONTRACT IS ENTERED INTO. THE BUYER SHOULD REVIEW ALL CONSERVATION EASEMENTS CAREFULLY TO ASCERTAIN THE BUYER'S RIGHTS, RESPONSIBILITIES AND OBLIGATIONS UNDER THE CONSERVATION EASEMENTS, INCLUDING ANY REQUIREMENT THAT AFTER THE SALE THE BUYER MUST INFORM THE OWNER OF THE CONSERVATION EASEMENT OF THE SALE OF THE PROPERTY.

"Conservation easement" means an easement, covenant, restriction, or condition on real property, including an amendment to an easement, covenant, restriction, or condition, as provided for in § 2-118 of the Real Property Article, Annotated Code of Maryland that is:

1. Owned by:
  - a. The Maryland Environmental Trust;
  - b. The Maryland Historical Trust;
  - c. The Maryland Agricultural Land Preservation Foundation;
  - d. The Maryland Department of Natural Resources;
  - e. A county or municipal corporation and is funded by the Maryland Department of Natural Resources, the Rural Legacy Program, or a local agricultural preservation program; or
  - f. A land trust ("land trust" means an organization that: (i) is a qualified organization under § 170(h)(3) of the Internal Revenue Code and regulations adopted under that section; and (ii) has executed a cooperative agreement with the Maryland Environmental Trust); or
2. Required by a permit issued by the Department of the Environment.

A Buyer who receives this notice and copies of the easements on or before entering into a contract of sale for the Property does not have a right to rescind the contract of sale based on the information received from the Seller.

A Buyer who does not receive this notice and copies of the easements on or before entering into a contract of sale for the Property, on written notice to the Seller or Seller's Agent:

1. Has the unconditional right to rescind the contract at any time before, or within 5 days after, receipt of the notice and copies of the easement; and
2. Is entitled to the immediate return of any deposits made in accordance with the contract.

Within 30 calendar days after settlement, the Buyer shall notify the owner of a Conservation Easement of the sale of the Property. The notification shall include, to the extent reasonably available:

1. The name and address of the Buyer;
2. The name of the Seller;
3. The address of the Property; and
4. The date of the sale of the Property.

Seller and Buyer shall be entitled to rely upon the conservation easement recorded in the Land Records of the County where the Property is located in satisfaction of the requirements of this Addendum.

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

Authentisign  
Jamie Jacobs

01/29/2023

Buyer Signature

Date

Authentisign  
Nivia Jacobs

01/29/2023

Buyer Signature

Date

Authentisign  
Andrew J. Patch

08/26/22

Seller Signature

Date

Authentisign  
Pamela T. Patch

08/20/22

Seller Signature

Date

Pamela T Patch



10/17



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Bob/Tracy Lucido

Phone: 4108022567

Fax:

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12701 Maryvale Ct



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

ADDENDUM dated \_\_\_\_\_ to Contract of Sale

between Buyer \_\_\_\_\_

and Seller **Andrew J Patch, Pamela T Patch**

for Property known as **12701 Maryvale Ct, Ellicott City, MD 21042-1269**

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

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

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

UNLESS each seller:

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

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

*Andrew J. Patch*

08/26/22

Seller's Signature **Andrew J Patch**

Date

*Pamela T. Patch*

08/20/22

Seller's Signature **Pamela T Patch**

Date



1/20



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Beb/Draey Lucille

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12701 Maryvale Ct

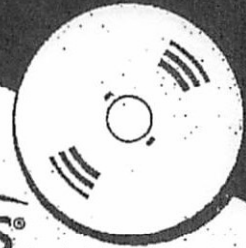


[LN] [LL]

# SMOKE ALARM LAWS

## 2018

Maryland  
REALTORS®



### AS OF JANUARY 1, 2018 - MARYLAND LAW REQUIRES:

#### IF BATTERY OPERATED ONLY, ALARM MUST:

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

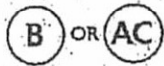
#### IF HARDWIRED ALTERNATING CURRENT (AC) ALARM:

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

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

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

BUILT BEFORE  
7/1/75



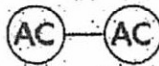
Located:  
Each hallway outside  
bedroom(s)

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



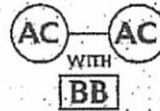
Located:  
Each hallway outside  
bedroom(s)

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



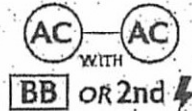
Located:  
Each hallway outside  
bedroom(s)

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



Located:  
Each hallway outside  
bedroom(s)

BUILT AFTER  
7/1/13



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

### BE AWARE!

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

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

### KEY

- (B) B: Battery powered alarm
- (AC) AC: Alarm powered by alternating current (hardwired)
- (AC)-(AC) AC-AC: Hardwired interconnected alarm
- (BB) BB: Battery Backup
- 2nd ⚡ Alternate secondary power source (i.e. WiFi or Radio Frequency)





## SELLER HOME WARRANTY DISCLOSURE

Property Address:

12701 Maryvale Court, Ellicott City, MD

Selling your Home with a Home Warranty

A Home Warranty is a residential service agreement that provides for the repair or replacement of a home's covered mechanical systems and major appliances that break down due to normal wear and tear. It can offer you protection while your home is for sale, and may make your home more attractive to potential buyers. A seller offering a Home Warranty may receive offers that otherwise would not have been made.

Having a Home Warranty in effect while the home is for sale may protect you against costly repairs, and may help to avoid conflicts over a malfunctioning warranted item that could affect or delay your settlement. Additionally, the warranty may be passed on to the buyer for a period of one year from the date of settlement, depending on the terms of the particular agreement.

Typical components a Home Warranty could cover (depending on warranty provider)

- |                                           |                                               |                                                |
|-------------------------------------------|-----------------------------------------------|------------------------------------------------|
| <input type="checkbox"/> Air Conditioning | <input type="checkbox"/> Central Vacuum       | <input type="checkbox"/> Dishwasher (built-in) |
| <input type="checkbox"/> Door Bell Chimes | <input type="checkbox"/> Electrical System    | <input type="checkbox"/> Faucets               |
| <input type="checkbox"/> Garbage Disposal | <input type="checkbox"/> Garage Door Opener   | <input type="checkbox"/> Heat                  |
| <input type="checkbox"/> Hot Water Heater | <input type="checkbox"/> Microwave (built-in) | <input type="checkbox"/> Oven/Range            |
| <input type="checkbox"/> Ceiling Fans     | <input type="checkbox"/> Plumbing System      | <input type="checkbox"/> Refrigerator          |
| <input type="checkbox"/> Trash Compactor  | <input type="checkbox"/> Washer/Dryer         | <input type="checkbox"/> Water Softener        |

Keller Williams Realty Centre encourages its sellers to obtain a Home Warranty and to that end, we can make available various brochures and product descriptions for you to review so that you can make an informed decision regarding Home Warranty coverage.

After having read the foregoing, we hereby acknowledge that a Keller Williams Realty Centre sales associate has made available to us certain information concerning Home Warranty programs. We understand that we may choose to accept or decline any or all of the programs presented to us.

### SINGLE FAMILY HOME

- ☒ I would like the \$489 warranty which offers a \$200 deductible
- ☐ I would like the \$589 warranty which offers a \$100 deductible (with this plan you pay a bit more for a lower deductible, please note you will pay the deductible each time a CINCH service representative comes to your home to respond to a service request)
- ☐ I would like the \$568 warranty which offers a \$200 deductible (Includes premier upgrade package which is optional buyer-only coverage, please see the CINCH brochure for details)

I would like the Seller Air and Heat coverage which is \$50 additional ☒ ACCEPT OR ☐ DECLINE HVAC COVERAGE

\*\*\*The buyer's HVAC system is automatically covered, but if you want coverage while the property is on the market this is the additional fee.

### TOWNHOME or CONDO

- ☐ I would like the \$459 warranty which offers a \$200 deductible
- ☐ I would like the \$559 warranty which offers a \$100 deductible (with this plan you pay a bit more for a lower deductible, please note you will pay the deductible each time a CINCH service representative comes to your home to respond to a service request)
- ☐ I would like the \$538 warranty which offers a \$200 deductible (Includes premier upgrade package which is optional buyer-only coverage, please see the CINCH brochure for details)

I would like the Seller Air and Heat coverage which is \$50 additional ☐ ACCEPT OR ☐ DECLINE HVAC COVERAGE

\*\*\*The buyer's HVAC system is automatically covered, but if you want coverage while the property is on the market this is the additional fee.

\*\*\*PLEASE NOTE: The warranty covers the property while it is on the market (Active and / or Pending status in the MLS), it then transfers to the buyer at settlement, it covers the buyer for 1 year after settlement, it is paid for on the settlement statement or "ALTA" statement. If you request a service call from Cinch while the property is on the market, you as the owner are required to pay the deductible at the time of service. PLEASE ALWAYS CALL CINCH 800-247-3680 FIRST, YOU WILL NOT BE REIMBURSED IF AN OUTSIDE CONTRACTOR COMPLETES THE WORK!

Authentisign

Andrew J. Patch

08/26/22

Seller

Authentisign

Pamela J. Patch

08/20/22

Seller

[JJ]

[NJ]



**AMENDMENT/ADDENDUM**

ADDENDUM NUMBER \_\_\_\_\_ to CONTRACT OF SALE/LEASE \_\_\_\_\_

BUYER(S)/TENANT(S): Jamie Jacobs and Nivia Jacobs


SELLER(S)/LANDLORD(S): Pamela T. Patch and Craig B. Leavers, Chapter 7 Trustee for Estate of Andrew J. Patch


PROPERTY: 12701 Maryvale Court, Ellicott City, Maryland 21042


For valuable consideration, receipt of which is hereby acknowledged, we, the undersigned parties hereby agree as follows;


Andrew J. Patch (the "Debtor") filed a voluntary petition under Chapter 7 of the Bankruptcy Code in the United States Bankruptcy Court for the District of Maryland (the "Bankruptcy Court") thereby commencing that proceeding styled *In re Andrew J. Patch*, Case No 23-10009-NVA (the "Bankruptcy Case"). Craig B. Leavers (the "Trustee") has been appointed to serve as interim trustee in the Bankruptcy Case. In that capacity, the Trustee, and not Mr. Patch, has the authority to execute the Contract of Sale and this Addendum on behalf of Mr. Patch and agrees to do so.

The parties understand that the Contract of Sale requires and is subject to notice to the Debtor's creditors and authorization by the Bankruptcy Court. The Trustee hereby agrees to file, within two days after the Contract of Sale and this Addendum are fully executed, the appropriate papers with the Bankruptcy Court and obtain to the order to accomplish the foregoing.

 Jamie Jacobs 01/30/2023  
1/30/2023 11:01:31 AM EST  
Buyer/Tenant

 Nivia Jacobs 01/30/2023  
1/30/2023 11:12:35 AM EST  
Buyer/Tenant

 Pamela T. Patch 01/30/23  
Seller/Landlord

 Craig Leavers, Trustee 01/30/23  
Seller/Landlord



**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF MARYLAND  
(Baltimore Division)**

**In re:**

\*

**Case No. 23-10009-NVA**

**ANDREW J. PATCH,**

\*

**(Chapter 7)**

**Debtor.**

\*

\* \* \* \* \*

**ORDER GRANTING TRUSTEE’S MOTION FOR AUTHORITY  
TO SELL REAL PROPERTY FREE AND CLEAR OF ALL  
LIENS, CLAIMS, ENCUMBRANCES AND INTERESTS  
(12701 Maryvale Court, Ellicott City, Maryland 21042)<sup>1</sup>**

Upon consideration of the Trustee’s Motion for Authority to Sell Real Property Free and Clear of All Liens, Claim, Encumbrances and Interests (the “Motion”), and having found that notice of the Motion was duly given and that no objection to the Motion has been filed, and for good cause shown, it is, by the United States Bankruptcy Court for the District of Maryland,

**ORDERED**, that, pursuant to 11 U.S.C. § 363(f), the Trustee be and is hereby authorized to sell the Debtor’s and the Co-Owner’s interests in the property known as 12701 Maryvale Court, Ellicott City, Maryland 21042 (the “Maryland Property”) free and clear of all liens, claim, encumbrances and interests to Jamie and Nivia Jacobs (the “Purchasers”) in an “as is” condition for the sum of \$1,500,000.00 under the terms and conditions of the Contract of Sale attached to

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<sup>1</sup> Unless otherwise defined herein, all capitalized terms used herein shall have the meaning ascribed to them in the Motion.

the Motion as **Exhibit A**; and it is further

**ORDERED**, that the Trustee be and is hereby authorized to take any and all actions and to execute any and all documents necessary and appropriate to effectuate and consummate the terms of sale of the Property pursuant to the Contract of Sale, including without limitation, executing a deed conveying the interests of the Debtor in the Maryland Property to the Purchasers; and it is further

**ORDERED**, that all liens, claims, encumbrances and interests shall attach in their respective priority to the proceeds of the sale of the Maryland Property; and it is further

**ORDERED**, that the fifth priority judgment lien of 209 Madison Owner, LLC, arising from that foreign judgment recorded in the Circuit Court of Maryland for Howard County on November 21, 2022, in that case styled *209 Madison Owner, LLC v. Andrew J. Patch*, Case No. C-13-JG-22-003407, shall not be paid at the closing on the sale of the Maryland Property but, until the release of that lien or entry of a separate order avoiding that lien, shall still attach to the proceeds of the sale of the Property in its respective priority; and it is further

**ORDERED**, that until the release of the fifth priority judgment lien of 209 Madison Owner, LLC, or entry of a separate order avoiding that lien, the Trustee shall keep the net proceeds due to the estate from the sale of the Maryland Property in a trustee account from which the depository institution will not charge monthly service fees or any other fees; and it is further

**ORDERED**, that the Trustee be and is hereby authorized and directed to make disbursements at closing from the proceeds of the sale of the Maryland Property directly or through an intermediary, including a title company, as follows:

- (a) the principal and interest and other allowable charges and amounts due to any person to the extent the Trustee concludes that such person holds an interest or

claim secured by a non-avoidable, non-subordinated, valid and perfected interest or lien on the Maryland Property, including, without limitation, the first priority trust lien in favor of Sandy Spring Bank, the second priority judgment lien in favor of The Comptroller of Maryland, the third priority judgment lien in favor of The Internal Revenue Service, and the fourth priority judgment lien in favor of The Comptroller of Maryland, and

- (b) subject and conditioned upon entry of an order allowing such claim, the 503 Administrative Expense claim of Residential Real Estate Solutions, LLC; and
- (c) the compensation and reimbursement of expenses pursuant to the order authorizing the Trustee's engagement of Bob and Tracy Lucido of Keller Williams Lucido Agency as his real estate brokers, and
- (c) the estate's proportionate share of secured, administrative, or priority real property taxes, transfer and recordation taxes, water/sewage charges, or other charges, fees or assessments attributable to the Maryland Property, if any, as of the date of closing, and
- (d) any transfer or recordation fees and stamps and costs of sale that are chargeable to the estate under and pursuant to the terms of the Contract of Sale;
- (e) The Co-Owner's share of the net proceeds from the Contract of Sale;

and it is further

**ORDERED**, that no lien, claim, judgment, charge, encumbrance or interest against the Maryland Property as of the date hereof shall constitute a lien, claim, judgment, encumbrance or interest against the Maryland Property hereafter. The failure to satisfy any such lien, claim, judgment, encumbrance or interest at the time of sale shall not preclude or delay the recordation of a deed to the Maryland Property in favor of the Purchasers free and clear of any and all such

liens, claims, judgments or interests. Rather, all liens, claims, judgments, charges, encumbrances or interests, if any, are hereby transferred to the proceeds of the sale with the same priority as such liens, claims, charges, judgments, encumbrances or interests had against the Maryland Property heretofore but, upon motion, complaint or objection thereto, subject to the validity, extent, or priority of such liens, claims, judgments, encumbrances or interests and any charge against the proceeds allowed by the Court and without prejudice to the rights and claims of each lienholder with respect to these proceeds; and it is further

**ORDERED**, that the Purchasers are hereby found to be a good faith purchaser within the meaning of 11 U.S.C. §363(m); and it is further

**ORDERED**, that stay imposed by Fed. R. Bankr. P. 6004(h) be and is hereby **WAIVED**.

Cc: Craig B. Leavers, Esq. via CM/ECF

Craig Palik, Esq. via CM/ECF

Catherine B. Harrington, Esq. via CM/ECF

Stephen A. Metz, Esq. via CM/ECF

Office of the United States  
101 West Lombard Street, Suite 2625  
Baltimore, Maryland 21201

Attorney General of the United States  
950 Pennsylvania Avenue, NW  
Washington, DC 20530

United States Department of the Treasury  
Internal Revenue Service  
1500 Pennsylvania Ave, NW  
Washington, DC 20229

Erek L. Barron  
United States Attorney  
for District of Maryland  
36 South Charles Street, 4<sup>th</sup> Floor  
Baltimore, Maryland 21021



Office of the Attorney General  
ATTN: Brian L. Oliner, Principal Counsel  
for Comptroller of Maryland  
80 Calvert Street, Room 303  
Annapolis, Maryland 21401

Kimberly Stephens, Esq.  
Comptroller of Maryland  
301 West Preston Street, Room 410  
Baltimore, Maryland 21201-2383

Andrew J. Patch  
500 Madison Street, Apt 426  
Alexandria, VA 22314

Bob and Tracy Lucido  
Keller Williams Lucido Agency  
9251 Baltimore National Pike, Ste D  
Ellicott City, Maryland 21042

Timothy W. Feaga  
Karen E. Hecht  
Heritage Realty  
15950 North Avenue  
Lisbon, Maryland 21765

Sandy Spring Bank  
ATTN: Daniel J. Schrider, President  
17801 Georgia Avenue  
Olney, Maryland 20832

**END OF ORDER**

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF MARYLAND  
(Baltimore Division)**

**In re:**

\*

**Case No. 23-10009-NVA**

**ANDREW J. PATCH,**

\*

**(Chapter 7)**

**Debtor.**

\*

\* \* \* \* \*

**NOTICE OF TRUSTEE'S MOTION FOR AUTHORITY  
TO SELL REAL PROPERTY FREE AND CLEAR OF ALL  
LIENS, CLAIMS, ENCUMBRANCES AND INTERESTS  
(12701 Maryvale Court, Ellicott City, Maryland 21042)**

**NOTICE IS HEREBY GIVEN** that Craig B. Leavers, the Chapter 7 Trustee in the above-captioned case (the "Trustee"), has filed a motion (the "Motion") for authority to sell the Debtor's interest the real property located at 12701 Maryvale Court, Ellicott City, Maryland 21042 (the "Maryland Property") to Jamie and Nivia Jacobs (the "Purchasers"). The Debtor and another individual (the "Co-Owner") own the Maryland Property as tenants-in-common.

**Terms of Sale**

The Maryland Property, according to Zillow, has a fair market value of \$1,400,000.00. The Debtor has scheduled the Maryland Property as having a fair market value of \$1,358,100.00.

As discussed more particularly in the Motion,<sup>1</sup> the Trustee and the Purchasers entered into a Contract of Sale for the Maryland Property (the "Contract of Sale"). The purchase price is \$1,500,000.00. The Purchasers have remitted a deposit in the amount of \$100,000.00 that will be applied to the Purchase Price at the closing. Closing is to occur on March 2, 2023. The Purchasers' offer is a cash offer, and, therefore, financing is not a contingency. The sale of the Maryland Property is on an "as is" basis, and, as such, the Purchasers have declined to have the Maryland Property inspected. Recordation and transfer taxes are to be split by the parties 50/50, and payment of real property taxes are to be adjusted and apportioned as of the date of settlement and are to be assumed and paid by the Purchasers thereafter. The Purchasers are disinterested, unrelated to the Debtor, the Co-Owner and the Trustee. The Contract of Sale was obtained by the Trustee's Brokers through the Purchasers' broker, Timothy W. Feaga of Heritage Realty, in an arm's length real estate transaction.

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<sup>1</sup> A copy of the Motion and the Contract of Sale can be viewed at <https://www.leaverslaw.com/trustee-cases>.

As more particularly discussed in the Motion, the Maryland Property is encumbered by the following liens in the priority set forth in the chart below. This chart also shows the amount of money to be remitted to the estate (\$201,567.88) on account of the Debtor's interest in the Maryland Property. The amount of these net proceeds, as also discussed in the Motion, is contingent and subject to the avoidance of a fifth priority judgment lien that the Trustee asserts is avoidable as a preference under 11 U.S.C. § 547.

<b>GROSS SALE PRICE</b>	<b>\$1,500,000.00</b>
Sandy Spring Bank - Mortgage	(\$588,758.08)
Realtor's Commissions	(\$75,495.00)
Recordation and Transfer Taxes (Debtor's and Co-Owners 50% share)	(\$16,875.00)
Prorated Real Property Taxes	(\$2,877.22)
<b>NET PROCEEDS</b>	<b>\$815,994.70</b>

<b>DEBTOR'S 50% SHARE OF NET PROCEEDS</b>	<b>\$407,997.35</b>
Comptroller of Maryland	(\$21,709.09)
Internal Revenue Service	(\$71,440.78)
Comptroller of Maryland	(\$108,492.10)
209 Madison Owner, LLC	(\$0.00)
503 Administrative Expense of RRES	(\$4,787.50)
<b>NET PROCEEDS TO ESTATE</b>	<b>\$201,567.88</b>

**NOTICE IS FURTHER GIVEN** that if you wish to object to the Motion, you must do so in writing, stating specifically the factual and legal grounds of your objection, and file your written objection by **February 22, 2023**, with the Clerk of the Bankruptcy Court, 101 West Lombard Street, Suite 8530, Baltimore, Maryland 21201. A copy of your written objection must also be mailed to: Craig B. Leavers, Esq., The Law Offices of Craig B. Leavers, LLC, P.O. Box 306, Cockeysville, Maryland 21030. If you mail rather than deliver your objection to the Clerk of the Bankruptcy Court for filing, you must mail it early enough so that the Court will receive it by the date stated above.

**NOTICE IS FURTHER GIVEN** that if any response or objection is filed, a hearing will be held on the Motion and that objection on **March 2, 2023, at 10:00 a.m.**, in Courtroom 2-A, United States Bankruptcy Court (Baltimore), U.S. Courthouse, 101 West Lombard Street, Baltimore, Maryland 21201. The Court, in its discretion, may conduct a hearing or determine the matter without a hearing regardless of the filing of an objection. If no objections are timely filed, the proposed sale may be conducted in accordance with the terms recited herein, without further notice.

Creditors and other parties-in-interest desiring further information may review the Court files relating to this case, or may contact the undersigned counsel.

Date: February 1, 2023

/s/ Craig B. Leavers  
Craig B. Leavers, Bar No. 26914  
P.O. Box 306  
Cockeysville, Maryland 21030  
(443) 318-4526  
Craig@LeaversLaw.com

*(Attorney for the Trustee)*

**CERTIFICATE OF MAILING**

I HEREBY CERTIFY that on the 1<sup>st</sup> day of February, 2023, a copy of the foregoing was served on the parties listed below by electronic service via CM/ECF:

Craig Palik, Esq.  
McNamee Hosea, P.A  
6411 Ivy Lane, Suite 200  
Greenbelt, Maryland 20770  
*(Attorney for Debtor)*

Catherine B. Harrington, Esq.  
Bregman, Berbert, Schwartz & Gilday, LLC  
7315 Wisconsin Avenue, Ste 800 West  
Bethesda, Maryland 20814  
*(Attorney for 209 Madison Owner, LLC)*

Stephen A. Metz, Esq.  
Offit Kurman, P.A.  
7501 Wisconsin Avenue, Ste 1000 West  
Bethesda, Maryland 20814  
*(Attorney for Co-Owner, Pamela T. Patch)*

And on the parties listed below by first class mail, postage prepaid:

Office of the United States  
101 West Lombard Street, Suite 2625  
Baltimore, Maryland 21201

Attorney General of the United States  
950 Pennsylvania Avenue, NW  
Washington, DC 20530

United States Department of the Treasury  
Internal Revenue Service  
1500 Pennsylvania Ave, NW  
Washington, DC 20229

Erek L. Barron  
United States Attorney  
for District of Maryland  
36 South Charles Street, 4<sup>th</sup> Floor  
Baltimore, Maryland 21021

Office of the Attorney General  
ATTN: Brian L. Oliner, Principal Counsel  
for Comptroller of Maryland  
80 Calvert Street, Room 303  
Annapolis, Maryland 21401

Kimberly Stephens, Esq.  
Comptroller of Maryland  
301 West Preston Street, Room 410  
Baltimore, Maryland 21201-2383

Andrew J. Patch  
500 Madison Street, Apt 426  
Alexandria, VA 22314  
(Debtor)

Attached Creditor's Matrix

And on the parties listed below by certified mail:

Sandy Spring Bank  
ATTN: Daniel J. Schrider, President  
17801 Georgia Avenue  
Olney, Maryland 20832  
(7021 0350 0001 5810 4388)

/s/ Craig B. Leavers  
Craig B. Leavers



Label Matrix for local noticing  
0416-1  
Case 23-10009  
District of Maryland  
Baltimore  
Wed Feb 1 16:18:23 EST 2023

209 Madison Owner, LLC and WPI-Madison, LLC  
Bregman, Berbert, Schwartz & Gilday, LLC  
c/o Catherine B. Harrington, Esq.  
7315 Wisconsin Avenue, Suite 800 West  
Bethesda, MD 20814-3217

BMW Bank of North America, c/o AIS Portfolio  
4515 N Santa Fe Ave. Dept. APS  
Oklahoma City, OK 73118-7901

209 Madison Owner, LLC  
c/o Joss Realty  
1345 Avenue of the Americas  
New York, NY 10105-0302

209 Madison Owner, LLC  
c/o Joss Realty Partners  
650 Fifth Avenue, Suite 2400  
New York, NY 10019-6166

(p)ALLIANT CREDIT UNION  
BANKRUPTCY DEPARTMENT  
11545 W TOUHY AVE  
CHICAGO IL 60666-5000

American Express  
P.O. Box 981535  
El Paso, TX 79998-1535

(p)BMW FINANCIAL SERVICES  
CUSTOMER SERVICE CENTER  
PO BOX 3608  
DUBLIN OH 43016-0306

BMW Bank of North America Department  
AIS Portfolio Services, LLC  
4515 N Santa Fe Ave. Dept. APS  
Oklahoma City, OK 73118-7901

Benoit Castel  
3 Portofino Drive  
Suite 902  
Gulf Breeze, FL 32561-2496

Bryan Morberly Plumbing Services  
9051 Furrow Avenue  
Ellicott City, MD 21042-1841

(p)COMPTROLLER OF MARYLAND  
BANKRUPTCY UNIT  
301 W PRESTON ST ROOM 409  
BALTIMORE MD 21201-2383

Estate of Robert J. Patch  
c/o Jeffrey S. Patch  
306 Gold Street  
Apt. 14H  
Brooklyn, NY 11201-3028

Galloway Pool Service  
3420 Corporate Court  
Suite C  
Ellicott City, MD 21042

Internal Revenue Service  
Centralized Insolvency Operation  
P.O. Box 7346  
Philadelphia, PA 19101-7346

(p)INTERNAL REVENUE SERVICE  
CENTRALIZED INSOLVENCY OPERATIONS  
PO BOX 7346  
PHILADELPHIA PA 19101-7346

Office of Law  
Howard County, Maryland  
3430 Courthouse Drive  
Ellicott City, MD 21043-4300

Pamela T. Patch  
802 Rexford Way  
Upper Marlboro, MD 20774-8442

Residential Real Estate Solutions, LLC  
1837 Pleasant Plains Road  
Annapolis, MD 21409-6033

Rockland Trust  
288 Union Street  
Rockland, MA 02370-1896

Sandy Spring Bank  
17801 Georgia Avenue  
Olney, MD 20832-2267

State of Maryland DLLR  
Division of Unemployment Insurance  
1100 N. Eutaw Street, Room 401  
Baltimore, MD 21201-2226

WPI Madison, LLC  
18300 Von Karman Avenue  
Suite 880  
Irvine, CA 92612-1043

Andrew J Patch  
500 Madison Street, Apt.426  
Alexandria, VA 22314-1999

Craig Palik  
McNamee Hosea PA  
6411 Ivy Lane  
Suite 200  
Greenbelt, MD 20770-1405

Craig B. Leavers  
P.O. Box 306  
Cockeysville, MD 21030-0306

Alliant Credit Union  
11545 W. Touhy Avenue  
Chicago, IL 60666

BMW Bank of North America  
P.O. Box 3608  
Dublin, OH 43016

Comptroller of Maryland  
Compliance Division  
301 West Preston Street, Room 409  
Baltimore, MD 21201

(d)Comptroller of the Treasury  
Compliance Division, Room 409  
301 W. Preston Street  
Baltimore, MD 21201

Internal Revenue Service  
Insolvency Division  
31 Hopkins Plaza, Room 1150  
Baltimore, MD 21201

The following recipients may be/have been bypassed for notice due to an undeliverable (u) or duplicate (d) address.

(d)Pamela T. Patch  
802 Rexford Way  
Upper Marlboro, MD 20774-8442

End of Label Matrix	
Mailable recipients	25
Bypassed recipients	1
Total	26