

Elaine

FREDERICK COUNTY HEALTH DEPARTMENT
350 Montevue Lane
Frederick, Maryland 21702
694-1726 or 694-1719

YOINKACY
final closure
approved
6 July 1995
Tracy Mitchell

Property I.D. No. _____

Application No. 95-122

APPLICATION TO BEGIN REPAIR CONSTRUCTION OF PRIVATE SEWAGE DISPOSAL SYSTEM

PART I

- Owner: William F & Mary E. Cummings Telephone No.: 444-6661
Mailing Address: 14417 Motter Sta. Rd, Rocky Ridge, Md 21778
- Exact location of building site: North of Ebby Rd
East of MD-76 - South of Bollinger Rd
- Tax Map Page No.: 20 Parcel No.: 134 Acreage: 19.456
Subdivision: _____ Lot: # 2 Blk.: _____ Sec.: _____
- Number of Bedrooms: 3 Bathroom in Basement No Basement
- If Non-residential use: No. of employees: _____ Hrs. of operation: _____
Type of Facility: _____
- Water Supply: Public: _____ Drilled Well: Other: _____
- I hereby agree to install this sewage disposal system in accordance with regulations of the Maryland State Board of Health and to arrange for necessary soil tests under supervision of the County Health Department. No construction is to start before receiving County Health Department approval. No part of the installation will be covered until inspected and final written approval is given by the County Health Department.

Mary E. Cummings
Signature of Applicant

5/30/95
Date

PART II (To be completed by Health Department)

Results of Soil Test: 3' 1/2" ps
 Septic tank capacity: EX 1000 gal.
 Tile Lines: No. of lines 3 Length of each line 80' Total Length 240'
 Width of each line 3' Total depth 3' max.
 Deep Trenches: No. of lines _____ Length of each line _____ Total Length _____
 Width of each line _____ Liquid depth _____ Total depth _____ max.
 Seepage Pits: No. of pits _____ Size _____ x _____ x _____ liquid depth _____ Total depth _____ max.
 Distance of water supply to nearest part of sewage disposal system 100'
 Sewage disposal system to be installed by Pick ~~sets~~ Seiss

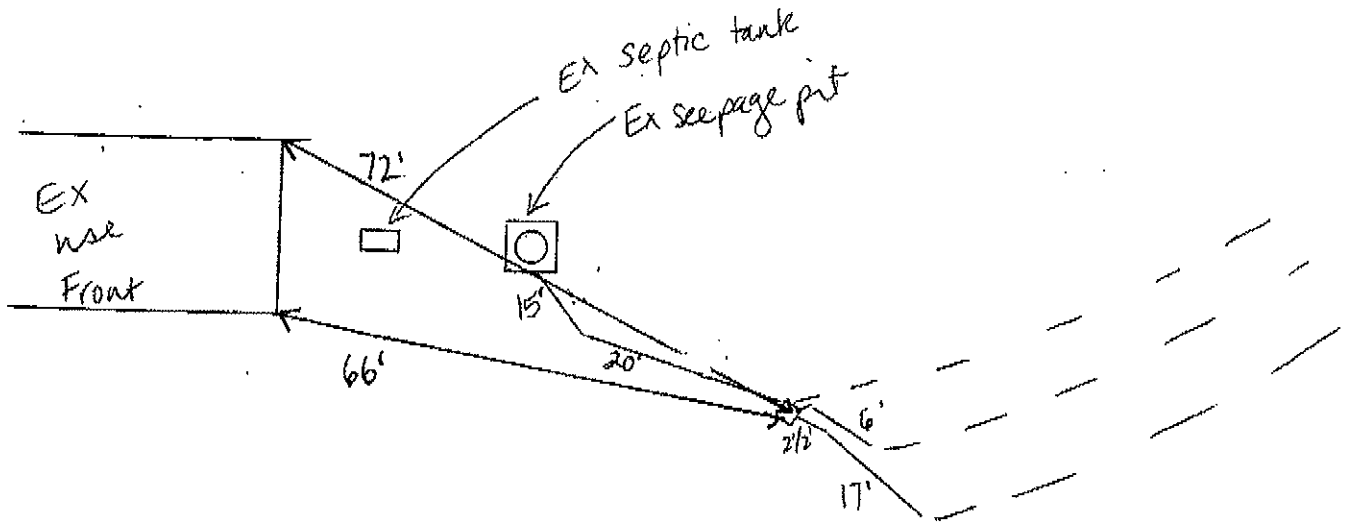
After an inspection of the premises, described in Part I, the plan for the sewage disposal system shown in the sketch below is approved and permission granted to begin construction. This permit is NOT VALID, if the plan, outlined herein, is changed in ANY manner without approval of the Health Department clearly indicated on this application and each such change initiated by the inspecting official.

Tracy Mitchell, R.S.
Sanitarian

20 June 1995
Date

PART III

Plan for sewage disposal system for premises described in Part I.



final closure
 approved
 6 july 1995
 Tracy Mitchell

NOTE: Notify the County Health Department at least FORTY EIGHT (48) HOURS before you are ready to cover installation so that inspection can be made for final approval.

REMARKS:

TOWNSHIP OFFICE BLDG., ANNAPOLIS, MD. 21401

WELL COMPLETION REPORT

COUNTY NUMBER 75-1415

DATE RECEIVED (WRA USE ONLY) 8/27/15

DEPTH OF WELL 202

PERMIT NO. FROM PERMIT TO DRILL WELL FR-13-2902

OWNER CURTAINNESS, LUM F FIRST NAME STREET OR RFD 27 9 POST OFFICE

WELL LOG STATE THE KIND OF FORMATIONS PENETRATED, THEIR COLOR, DEPTH, THICKNESS AND IF WATER BEARING

Table with columns: DESCRIPTION (USE ADDITIONAL SHEETS IF NECESSARY), FEET (FROM, TO), CHECK IF WATER BEARING. Includes handwritten notes: 'OB 0.6', 'Red Rock 6 202', 'Stream: 80 ft 180 ft', 'Casing - 6 1/2 in'.

GROUTING RECORD

WELL HAS BEEN GROUTED (CIRCLE APPROPRIATE BOX) TYPE OF GROUTING MATERIAL (CIRCLE BOX) CEMENT (C M) BENTONITE CLAY (B C) NO. OF BAGS 9 X 100 NO. OF POUNDS 900

CASING RECORD

CASING TYPE (INSERT APPROPRIATE CODE BELOW) S T STEEL C Q CONCRETE P L PLASTIC O T OTHER MAIN CASING TYPE S T NOMINAL DIAMETER OF MAIN CASING (NEAREST INCH) 6 TOTAL DEPTH OF MAIN CASING (NEAREST FOOT) 41

OTHER CASING (IF USED)

SCREEN RECORD

SCREEN TYPE OR OPEN HOLE (INSERT APPROPRIATE CODE BELOW) S T STEEL B R BRASS H O OTHER P L PLASTIC O T OTHER

DEPTH (NEAREST WHOLE FOOT) FROM 71 TO 202

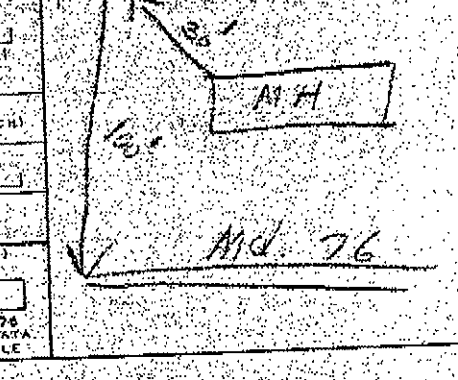
PUMPING TEST

HOURS PUMPED (TO NEAREST HOUR) 2 PUMPING RATE (GALLONS PER MINUTE TO NEAREST GALLON) 6 GPM METHOD USED TO MEASURE PUMPING RATE AIR WATER LEVEL (6) STAKE FROM LAND SURFACE BEFORE PUMPING 46 WHEN PUMPING 56 TYPE OF PUMP USED (CIRCLE APPROPRIATE BOX FOR PUMPING TEST) A AIR P PISTON T TURBINE C CENTRIFUGAL R ROTARY O OTHER (DESCRIBE BELOW) J JET S SUBMERSIBLE

PUMP INSTALLED

TYPE OF PUMP (WRITE APPROPRIATE LETTER IN BOX - SEE ABOVE) DRILLER WILL INSTALL PUMP (CIRCLE APPROPRIATE BOX) CAPACITY: GALLONS PER MINUTE (TO NEAREST GALLON) PUMP HORSE POWER PUMP COLUMN LENGTH (NEAREST FOOT) CASING HEIGHT (CIRCLE APPROPRIATE BOX AND ENTER CASING HEIGHT) ABOVE BELOW

LOCATION OF WELL ON LOT



CIRCLE APPROPRIATE BOXES [] A WELL WAS ABANDONED AND SEALED WHEN THIS WELL WAS COMPLETED [] ELECTRIC LOG OBTAINED [] TEST WELL CONVERTED TO PRODUCTION WELL I HEREBY CERTIFY THAT I HAVE COMPLETED WITH ALL CONDITIONS STATED ON THE ABOVE CAPTIONED PERMIT TO DRILL WELL AND THAT INFORMATION CONTAINED IN THIS REPORT IS TRUE, ACCURATE, AND COMPLETE TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF. DRILLER'S NAME: Keyser-GARVER, Inc. SIGNATURE: Robert H. Garver

DIAMETER OF SCREEN (NEAREST INCH) FROM 56 TO 60 GRAVEL PACK IF WELL DRILLED WAS A FLOWING WELL (CIRCLE BOX) WRA USE ONLY (NOT TO BE FILLED IN BY DRILLER) TELEPHONE CASING LOG INDICATOR OTHER DATA AVAILABLE



STATE OF MARYLAND
REAL ESTATE COMMISSION

Understanding Whom Real Estate Agents Represent

At the Time of the First Scheduled Face to Face Contact with You, the Real Estate Licensee Who is Assisting You is Required by Law to Provide this Notice to You. This Notice is Not a Contract or Agreement and Creates No Obligation on Your Part.

Before you decide to sell or buy or rent a home you need to consider the following information

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

Agents Who Represent the Seller

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

Cooperating Agent: A cooperating agent works for a real estate company different from the company for which the seller's agent works. The cooperating agent can assist a buyer in purchasing a property, but his or her duty of loyalty is only to the sellers.

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

Agents Who Represent the Buyer

Presumed Buyer's Agent (no written agreement): When a person goes to a real estate agent for assistance in finding a home to purchase, the agent is presumed to be representing the buyer and can show the buyer properties that are *NOT* listed by the agent's real estate company. A presumed buyer's agent may *not* make or prepare an offer or negotiate a sale for the buyer. The buyer does *not* have an obligation to pay anything to the presumed agent.

If for any reason the buyer does not want the agent to represent him or her as a presumed agent, either *initially* or *any time*, the buyer can decline or terminate a presumed agency relationship simply by saying so.

Buyer's Agent (by written agreement): A buyer may enter into a written contract with a real estate agent which provides that the agent will represent the buyer in locating a property to buy. The agent is then known as the buyer's agent. That agent assists the buyer in evaluating properties and preparing offers, and negotiates in the best interests of the buyer. The agent's fee is paid according to the written agreement between the agent and the buyer. If you as a buyer wish to have an agent represent you, you must enter into a written buyer agency agreement before a contract offer can be prepared.

Dual Agents

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

If both seller and buyer agree to **dual agency** by signing a Consent For Dual Agency form, then the "dual agent" (the broker or the broker's designee) will assign one agent to represent the seller (the seller's "intra-company agent") and another agent to represent the buyer (the buyer's "intra-company agent"). Intra-company agents may provide the same services to their clients as exclusive seller's or buyer's agents, including advising their clients as to price and negotiation strategy, provided the clients have both consented to be represented by dual agency.

If either party does not agree to dual agency, the real estate company must withdraw the agency agreement for that particular property with either the buyer or seller, or both. If the seller's agreement is terminated, the seller must then either represent him or herself or arrange to be represented by an agent from another real estate company. If the buyer's agreement is terminated, the buyer may choose to enter into a written buyer agency agreement with an agent from a different company. Alternatively, the buyer may choose not to be represented by an agent of his or her own but simply to receive assistance from the seller's agent, from another agent in that company, or from a cooperating agent from another company.

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

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

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

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

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

Any complaints about a real estate agent may be filed with the Real Estate Commission at 500 North Calvert Street, Baltimore, MD 21202, (410) 230-6206.

We, the Sellers/Landlord Buyers/Tenants acknowledge receipt of a copy of this disclosure and that RE/MAX RESULTS (firm name) and Elaine Koehl (salesperson) are working as:

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

- seller/landlord's agent
- co-operating agent (representing seller/landlord)
- buyer's/tenant's agent
- intra-company agent/dual agent (CHECK BOX ONLY IF CONSENT FOR DUAL AGENCY FORM HAS BEEN SIGNED)

Karen Smith 5.15.11
Signature (Date)

Signature (Date)

* * * * *

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

Name of Individual to whom disclosure made

Name of Individual to whom disclosure made

Agent's Signature

(Date)



STATE OF MARYLAND
REAL ESTATE COMMISSION

Consent for Dual Agency

(In this form, the word "seller" includes "landlord"; "buyer" includes "tenant"; and "purchase" or "sale" includes "lease")

When Dual Agency May Occur

The possibility of Dual Agency arises when:

- 1) The buyer is interested in a property listed by a real estate broker; and
- 2) The seller's agent and the buyer's agent are affiliated with the same real estate broker.

Important Considerations Before Making a Decision About Dual Agency

A broker acting as a dual agent does not exclusively represent either the seller or buyer; there may be a conflict of interest because the interests of the seller and buyer may be different or adverse. As a dual agent, the real estate broker does not owe undivided loyalty to either the seller or buyer.

Before the buyer and seller can proceed to be represented by a broker acting as a dual agent, they must both sign Consent for Dual Agency. If the buyer has previously signed Consent for Dual Agency, the buyer must **affirm** the buyer's consent for the purchase of a particular property before an offer to purchase is presented to the seller. If the seller has previously signed Consent for Dual Agency, the seller must **affirm** the seller's consent for the sale of the property to a particular buyer before accepting an offer to purchase the property. The **affirmation** is contained on Page 2 of this form.

Your Choices Concerning Dual Agency

In a possible dual agency situation, the buyer and seller have the following options:

1. **Consent in writing to dual agency.** If all parties consent in writing, the real estate broker or the broker's designee (the "dual agent") will assign one real estate agent affiliated with the broker to represent the seller (the seller's "intra-company agent") and another agent affiliated with the broker to represent the buyer (the buyer's "intra-company agent"). Intra-company agents may provide the same services to their clients as an exclusive seller's or buyer's agent, including advising their clients as to price and negotiation strategy.
2. **Refuse to consent to dual agency.** If either party refuses to consent in writing to dual agency, the real estate broker must terminate the brokerage relationship for that particular property with the buyer, the seller, or both. If the seller's agreement is terminated, the seller must then either represent him or herself or arrange to be represented by another real estate company. If the buyer's agreement is terminated, the buyer may choose not to be represented by an agent of his or her own but simply to receive assistance from the seller's agent, from another agent in that company, or from a cooperating agent from another company. Alternatively, the buyer may choose to enter into a written buyer agency agreement with a different company.

Duties of a Dual Agent and Intra-Company Agent

Like other agents, unless the client gives consent to disclose the information, dual agents and intra-company agents must keep confidential information about a client's bargaining position or motivations. For example, without written consent of the client, a dual agent or intra-company agent may not disclose to the other party, or the other party's agent:

- 1) Anything the client asks to be kept confidential; *
- 2) That the seller would accept a lower price or other terms;
- 3) That the buyer would accept a higher price or other terms;
- 4) The reasons why a party wants to sell or buy, or that a party needs to sell or buy quickly; or
- 5) Anything that relates to the negotiating strategy of a party.

* Dual agents and intra-company agents must disclose material facts about a property to all parties.

How Dual Agents Are Paid

Only the broker receives compensation on the sale of a property listed by that broker.

If a financial bonus is offered to an agent who sells property that is listed with his/her broker, this fact must be disclosed in writing to both the buyer and seller.

Consent for Dual Agency

I have read the above information, and I understand the terms of the dual agency. I understand that I do not have to consent to a dual agency and that if I refuse to consent, there will not be a dual agency; and that I may withdraw the consent at any time upon notice to the dual agent. I hereby consent to have

RE/MAX Results act as a Dual Agent for me as the
(Firm Name)

Seller in the sale of the property at: 14417 MOTTERS STATION ROAD

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

<u>Karen Smith</u>	<u>5.15.11</u>		
Signature	Date	Signature	Date

AFFIRMATION OF PRIOR CONSENT TO DUAL AGENCY

• The undersigned Buyer(s) hereby affirm(s) consent to dual agency for the following property:

Property Address

Signature	Date	Signature	Date
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• The undersigned Seller(s) hereby affirm(s) consent to dual agency for the Buyer(s) identified below:

Name(s) of Buyer(s)

Signature	Date	Signature	Date
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please complete

INCLUSIONS/EXCLUSIONS AND UTILITIES ADDENDUM TO EXCLUSIVE RIGHT TO SELL RESIDENTIAL BROKERAGE AGREEMENT

For the sole purpose of assisting the agent in preparing an offer and is not to be part of the Contract of Sale

ADDENDUM # _____ dated 5.15.11 to Exclusive Right to Sell Brokerage Agreement dated 5.15.11, between Owner(s) _____ and Broker RE/MAX Results for Property known as 14417 MOTTERS Station ROAD.

INCLUSIONS/EXCLUSIONS: Owner intends for these items marked below to be included in the sale of the property unless otherwise negotiated:

INCLUDED

- Alarm System
- Built-in Microwave
- Ceiling Fan(s) # _____
- Central Vacuum
- Clothes Dryer
- Clothes Washer
- Cooktop
- Dishwasher
- Drapery/Curtain Rods
- Draperies/Curtains
- Electronic Air Filter

INCLUDED

- Exhaust Fan(s) # _____
- Exist. W/W Carpet
- Fireplace Screen/Doors
- Freezer
- Furnace Humidifier
- Garage Opener(s) # _____ w/remote(s) # 1
- Garbage Disposer
- Hot Tub, Equip. & Cover
- Intercom
- Playground Equipment

INCLUDED

- Pool, Equip. & Cover
- Refrigerator(s) # 1 w/ice maker
- Satellite Dish
- Screens
- Shades/Blinds
- Storage Shed(s) # _____
- Storm Doors
- Storm Windows
- Stove or Range
- T.V. Antenna

INCLUDED

- Trash Compactor
- Wall Oven(s) # _____
- Water Filter
- Water Softener
- Window A/C Unit(s) # _____
- Window Fan(s) # _____
- Wood Stove

ADDITIONAL INCLUSIONS (Specify):

EXCLUSIONS (Specify):

UTILITIES: WATER, SEWAGE, HEATING AND CENTRAL AIR CONDITIONING: (Check all that apply)

- Water Supply: Public Well
 Sewage Disposal: Public Septic
 Heating: Oil Gas Elec. Heat Pump Other
 Hot Water: Oil Gas Elec. Other
 Air Conditioning: Gas Elec. Other window

Karen Smith 5.15.11
Owner Date Owner Date

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

Property Address: 14417 MOTERS Station Rd, Rocky Ridge, MD

SELLER REPRESENTS AND WARRANTS, INTENDING THAT SUCH BE RELIED UPON REGARDING THE ABOVE PROPERTY, THAT (SELLER 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.

Seller's/Landlord's Disclosure

- (a) Presence of lead-based paint and/or lead-based paint hazards (initial (i) or (ii) below):
(ii) KD / 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):
(ii) KD / Seller/Landlord has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Buyer's/Tenant's Acknowledgment (Initial)

- (c) Buyer/Tenant has received copies of all information listed in section (b)(i) above, if any.
(d) Buyer/Tenant has received the pamphlet Protect Your Family from Lead In Your Home.
(e) Buyer has (initial (i) or (ii) below):
(ii) waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

Agent's Acknowledgment (initial)

(f) Agent has informed the Seller/Landlord of the Seller's/Landlord's obligations under 42 U.S.C. 4852(d) and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

Karen Smith 5.15.11 Seller/Landlord Date Buyer/Tenant Date

Seller/Landlord Date Buyer/Tenant Date

Waine Koeck 5.15.11 Seller's/Landlord's Agent Date Buyer's/Tenant's Agent Date

RE/MAX Results
Homeowner's Insurance Disclosure

Property Address: 14417 Rodey Ridge Rd
Address City & Zip Code

Due to the current situation of obtaining homeowners insurance, it may be difficult, for the Buyer and the subject property, to obtain the insurance required by the mortgage holder.

To assist the Buyer in securing a homeowners policy, the Seller makes the following disclosure by checking the appropriate statement:

1. RS I/We have filed no insurance claims, nor have knowledge of any claims filed on the property in the past five (5) years. I/We are not aware of any existing conditions that may lead to a claim against our homeowners insurance policy.
2. _____ I/We have filed _____ insurance claim(s), or know that there has/have been claims made during the past five (5) years, either by me/us, a previous owner or the Home Owners Association.
3. _____ I/We are aware of conditions that may lead to a future insurance claim.

If item number 2 and/or 3 are checked, please describe facts of the claim and/or conditions that may lead to a claim.

The current insurance company is: State Farm Insurance ←

Buyer is encouraged to start researching insurance companies so that the necessary insurance will be in place at time of closing. In addition to the subject property, a Buyer may not qualify for insurance due to previous claims.

X Karen Smith
Seller's Signature

X 1 Jun 2011
Date

Seller's Signature

Date

Buyer's Signature

Date

Buyer's Signature

Date



Frederick County Disclosure

LEGAL REQUIREMENT. All Contracts of Sale for real property in the State of Maryland are required to be in writing to be enforceable. You have the right to have legal counsel review all documents and represent you. The Broker/agent is required to submit all written offers to the seller. An offer to purchase is not a contract until all terms and conditions have been agreed to in writing by the Buyer and Seller. The terms of a Contract of Sale cannot be altered after it has been accepted by all parties unless mutually agreed upon in writing by the Buyer and Seller. Therefore, the Buyer is advised that any contingencies or conditions of the sale should be a part of the original offer. The accepted Contract of Sale is a legally binding and enforceable document.

EQUAL HOUSING. The Property is offered in compliance with Title VIII of the Civil Rights Act of 1968 (as amended by the Fair Housing Amendments of 1988) and applicable Maryland and local laws with respect to race, color, sex, religion, national origin, physical and mental handicaps, familial status, age, sexual orientation, marital status and such other protected classes.

AIRPORTS, AIRSTRIPS & HELIPADS. Buyer acknowledges that there are properties located within a three (3) mile radius of airports, airstrips, heliports or helipads and it is the Buyers' responsibility to review any appropriate maps, plans or other information which they deem appropriate prior to entering into a Contract of Sale. The Frederick Municipal airport is located at 111 Airport Dr. E., Frederick, MD.

CITY OF FREDERICK SALE OF REAL PROPERTY ORDINANCE. The City of Frederick Disclosure upon Sale of Real Property Ordinance (the City of Frederick Code Section #12.5-3) requires the inclusion of the City of Frederick Disclosure Statement as a part of all Contracts of Sale for real property located within the City of Frederick limits.

FREDERICK COUNTY RIGHT TO FARM ORDINANCE. The Frederick County Right to Farm Ordinance (Frederick County Ordinance #96-23-175) requires the inclusion of the Right to Farm Disclosure Statement as a part of all Contracts of Sale for real property within Frederick County.



HAZARDOUS MATERIALS. There are many hazardous materials (i.e., asbestos, radon, underground storage tanks, etc.) that could affect any 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 their presence or significance. It is the Buyer's responsibility to consult any experts they deem appropriate prior to entering into a Contract of Sale.

HOME WARRANTIES. A limited warranty may be available for purchase on the Property. Such limited warranty may provide some financial reimbursement in the event certain named components and or appliances become inoperable or fail during an agreed upon period of time (usually one year from settlement).

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 will be required to provide photo identification. A lender usually requires, prior to settlement, a fully paid insurance policy, termite and other certifications when improved property is being purchased. The Buyer should have wired funds, bank check, or certified check for payment of estimated settlement costs and balance due under the Contract of Sale. If uncertain of the amount, Buyer should contact the settlement company 24-48 hours before settlement. Buyer should establish utilities in Buyer's name commencing with the day of settlement or occupancy.

MASTER PLANS AND ZONING ORDINANCES. Buyers have the right to review any applicable master plans, zoning ordinances, or other maps and information relating to planned land uses, roads, highways and the location of parks and other public facilities affecting the property. In addition the Buyer should check historic district guidelines and disclosures, if applicable. This information may be found at most local, county or state offices such as the Parks and Recreations, Planning and Zoning, etc.

CONDOMINIUM ASSOCIATION APPROVAL. If a sale is subject to the approval or right of first refusal of the Council Unit Owners or Board of Directors of a Condominium, the Seller must immediately present the Contract of Sale to such Council or Board for its action or consideration. In the event the sale is not allowed by the appropriate Council or Board, the Contract of Sale shall be null and void.

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

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

The amount of the current annual tax or fee of the Special Taxing District or Community Development Authority on the property is \$ _____.

N/A

The number of years remaining for the tax or fee of the Special Taxing District or Community Development Authority on the property is _____.

Whether any tax or fee of the Special Taxing District or Community Development Authority against the property is delinquent.

Tax of fee: _____ is delinquent _____ is not delinquent

Karen Smith 5.15.11
Seller Date

Buyer _____ Date

Seller Date

Buyer Date

Form: Frederick County Disclosure
FCAR© 9/06

Page 3 of 3



THIS DISCLOSURE STATEMENT CONCERNS THE REAL PROPERTY LOCATED IN THE COUNTY OF FREDERICK, STATE OF MARYLAND, DESCRIBED AS 14417 Monters Station Road, Rocky Ridge, MS 21778

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

SELLER'S INFORMATION

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

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

Seller Karen Smith Date 5.15.11

Seller _____ Date _____

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

Buyer _____ Date _____

Buyer _____ Date _____

IF YOU DESIRE LEGAL ADVICE, CONSULT YOUR ATTORNEY.

MLS Errors Disclosure Statement

All Parties related to the sale of this property understand and accept that the MLS system used to relay pertinent information to others regarding this property may contain errors and inadvertent inaccuracies.

Information contained within an MLS data source should be considered a SECOND SOURCE of information which could have been pulled from inaccurate public records and other sources. It is the Buyer(s) & Seller(s) responsibility to ensure accuracy of all information contained within. MLS information is general in nature and indeed not a guarantee of 100% accuracy.

As a Seller, you acknowledge that you have reviewed the MLS printout prior to entering a sales/purchase contract with any Buyer and all information is to the best of your knowledge.

As a Buyer, you acknowledge that you have reviewed the MLS printout prior to entering into a purchase agreement with the Seller. You understand information contained within the MLS printout could contain errors and inadvertent inaccuracies.

Buyer _____ Date _____ Seller Karen Smith Date 5.15.11

Buyer _____ Date _____ Seller _____ Date _____

Property Address 14417 Notters Station Road
Rocky Ridge, MD 21778

RE/MAX Results
Permission to Obtain Financial Information

Purchaser(s) hereby grant the listing agent permission to contact lender regarding financial status and ability of the buyer(s) to purchase the property under the terms of this contract. Purchaser(s) gives lender permission to give listing agent any necessary information including credit scores, debt to income ratios and previous credit history. Purchaser(s) understand that this information will remain confidential and will be used only to determine buyer's performance of this contract.

Signatures

Purchaser

Date

Purchaser

Date