



STATE OF MARYLAND
REAL ESTATE COMMISSION

Understanding Whom Real Estate Agents Represent

THIS NOTICE IS NOT A CONTRACT

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

Agents Who Represent the Seller

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

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

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

Agents Who Represent the Buyer

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

Dual Agents

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

If both seller and buyer agree to dual agency by signing a Consent For Dual Agency form, the "dual agent" (the broker or the broker's designee) shall assign one agent to represent the seller (the seller's "intra-company agent") and another agent to represent the buyer (the buyer's "intra-company agent"). Intra-company agents are required to provide the same services to their clients that agents provide in transactions not involving dual agency, including advising their clients as to price and negotiation strategies.

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

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

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

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

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

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

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

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

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

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

Signature

(Date)

Signature

(Date)

* * * * *

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

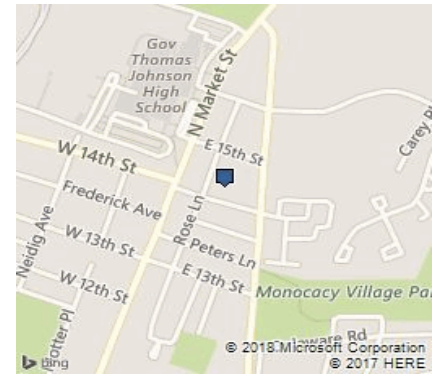
Name of Individual to whom disclosure made

Name of Individual to whom disclosure made

Agent's Signature

(Date)

Status: ACTIVE
List Price: \$224,900
Ownership: Fee Simple - Sale
BR/FB/HB: 2/1/0
Lot AC/SF: 0.20 / 8,650.00
Lvls/Fpls: 2 / 1
Tot Fin SF: 1156
Tax Living Area: 756
Year Built: 1950
Total Tax: \$3,172
Tax Yr: 2017
Ground Rent:
Style: Rancher
Type: Detached



Transaction Type: Standard

Auction: No

Legal Sub:

HOA Fee: /

Tax Map:

Adv. Sub: Palmer'S Addition

C/C Fee: /

Liber:

Model:

Other Fee: /

Folio:

C/C Proj Name:

Parcel: 745C

	Total	Main	Upr1	Upr2	Lwr1	Lwr2
BR:	2	2			0	
FB:	1	1			0	
HB:	0	0			0	

Schools:

ES: NORTH FREDERICK
 MS: GOVERNOR THOMAS JOH
 HS: GOVERNOR THOMAS JOH

Block/Square:

Lot: 16
ADC Map: GPS

Area: N/A

*School information is provided by independent third party sources and should not be relied upon without verification.

Living Room:	Main	Kitchen:	Main	Florida/Sun Rm:	Main
Bedroom-Master:	Main	Bedroom-Second:	Main	Family Rm:	Lower 1
Storage Room:	Lower 1	Utility Room:	Lower 1	Unfinished Bsmt:	Lower 1

Exterior: Porch-wraparound

Exposure:

Exterior Const: Siding - Aluminum / Steel

Roofing: Composite

Other Structures: Above Grade,Below Grade,Storage Barn/Shed

Lot Desc:

Basement: Yes, Connecting Stairway, Full, Partially Finished, Heated

Gar/Crpt/Assgd Spaces: 2//

Parking: Garage, Street, Detached, Garage Door Opener

Heating Fuel: Oil

Heating System: Forced Air

Hot Water: Electric

Water: Public

Cooling Fuel: Electric

Cooling System: Central Air Conditioning

Soil Type:

Sewer/Septic: Public Sewer

Appliances: Dishwasher, Exhaust Fan, Icemaker, Refrigerator, Water Heater, Oven / Range - Electric

Amenities: Automatic Garage Door Opener, Bathroom(s) - Ceramic Tile, Bedroom - Entry Level, Fireplace Equipment, Fireplace Glass Doors, Fireplace Mantel(s), Washer / Dryer Hookup, Wood Floors

HOA/C/C Amenities:

List Date: 27-Jan-2018

Update Date: 27-Jan-2018

DOM-MLS: 0

DOM-Prop: 0

Remarks: Great house convenient to everything. Hardwood floors, basement family room with fireplace, sun-room with skylights & ceiling fans for lazy Sunday afternoons. Freshly painted, 2-car detached garage, & a fenced yard, too! Estate sale sold as-is. Will not go FHA due to interior windows needing to be repainted.

Directions: Exit I 70 at South East Street, Head north on S East St toward Monocacy Blvd for .3 mi., At the traffic circle, continue straight to stay on S East St 1.8 mi., Turn left onto E 14th St 312 feet, Destination will be on the right

Show Instructions: Call 1st-Showing Service, All Days, -

Listing Co: Hutzell and Sheets Realty Associates, HSR1

Phone: (301) 662-6111

Fax: (301) 662-6658

Listing Agent: JOHN CRUM

Home: (301) 667-8455

Fax:

Office: (301) 667-8455

Pager:

Cell: (301) 667-8455

Owners: Sharon McKinney, Patricia I. Garst

Home:

Show Contacts: Call Csa Call Csa

Home: (866) 891-7469

Sub Comp: 3

Buy Comp: 3

Add'l:

Dual: Y

DesR: N

VarC: N



Property Address: 5 14TH ST E, FREDERICK MD 21701-4404

Legal Subdiv/Neighborhood:
Incorporated City: FREDERICK CITY
Owner Name:
Addtnl:

Condo/Coop Project:
Phone #:
Absent Owner: Yes
Company Owner: DANNER EDWARD T LIFE ESTATE
Care of Name:

MAILING ADDRESS: 5 E 14TH ST ,FREDERICK , MD 21701 4404

LEGAL DESCRIPTION: L 16 B B 50X173 5 E. 14TH ST. FREDERICK

Mag/Dist #: 2 Lot: 16 Block/Square:
Election District: 2 Legal Unit #:
Section: Subdiv Ph: Grid: 5 Tax Map:
Map Suffix: Suffix: Addl Parcel Flag/#: Map: 409
Historic ID: Agri Dist: Parcel: 745C Sub-Parcel:
Plat Folio: Plat Liber:

Tax Year 2017

Total Tax Bill: \$3,172 City Tax: 1,264.01 Tax Levy Year: 2017
State/County Tax: \$1,820 Refuse: 88.00 Tax Rate: 1.05
Spec Tax Assmt: Exempt Class:
Front Foot Fee: Tax Class: Homestd/Exempt Status:
Mult. Class:

ASSESSMENT

Year Assessed	Total Tax Value	Land	Improvement	Land Use
2017	\$173,033	\$85,800	\$89,100	
2016	\$172,100	\$85,800	\$86,300	
2015	\$168,500	\$85,800.00	\$75,500	

DEED

Deed Liber: 9,971 Deed Folio: 34

Transfer Date	Price	Grantor	Grantee
06-Mar-2014	\$0		DANNER EDWARD T LIFE ESTATE DANNER, EDWARD T. & RUTH I.

PROPERTY DESCRIPTION

Year Built: 1,950 Zoning Code: R6 Census Trct/Blk: /
Irregular Lot: Square Feet: 8,650 Acreage: 0.20
Land Use Code: Residential Plat Liber/Folio: / Property Card:
Property Class: R Quality Grade: AVERAGE Road Description:
Zoning Desc: RES HIGH DENSITY Xfer Devel.Right: Road Frontage:
Prop Use: RESIDENTIAL Site Influence: Topography:
Building Use: 1 STORY WITH BASEMENT Sidewalk:
Lot Description: Pavement:

STRUCTURE DESCRIPTION

	Section 1	Section 2	Section 3	Section 4	Section 5
Construction:			Concrete		
Story Type:	1B	1			
Description:					
Dimensions:					
Area:	756	138	288		
Foundation:					
Ext Wall: Siding - Alum/Viny		Roofing: Shingle - Composite		# of Dormers:	
Stories: 1		Style: Standard Unit		Year Remodeled:	
Total Building Area:		Units: 1		Model/Unit Type: STANDARD UNIT	
Patio/Deck Type: CONCRT PATIO	Sq Ft: 288.00		Living Area: 756	Base Sq Ft:	
Balcony Type:	Sq Ft:		Porch Type: Open	Sq Ft: 138	
Attic Type:	Sq Ft:		Pool Type:	Sq Ft:	
Roofs:			Roof Type:		
Rooms:		Fireplace Type: BRK		Fireplaces: 1	
Bedrooms:		Bsmt Type: Not Specified		Garage Type: Garage	
Full Baths: 1		Bsmt Tot Sq Ft: 756		Garage Const.: FRAME	
Half Baths:		Bsmt Fin Sq Ft:		Garage Sq Ft: 600	
Baths: 1		Bsmt Unfin Sq Ft:		Garage Spaces:	
Other Rooms:			Air Conditioning: Combined System		
Other Amenities:			Interior Floor:		
Appliances:			Outbuildings:		
Gas:	Heat: Forced Air		Sewer: Public	Fuel:	
Electric:	Water:		Underground:	Walls:	

Tax Record Updated: 27-Jan-2018

Courtesy of: John Crum

Home: (301) 667-8455 Office: (301) 667-8455
Cell: (301) 667-8455 Email: johndcrum@66still.com
Company: Hutzell and Sheets Realty Associates
Office: (301) 662-6111 Fax: (301) 662-6658

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Information is believed to be accurate, but should not be relied upon without verification.
Accuracy of square footage, lot size and other information is not guaranteed.

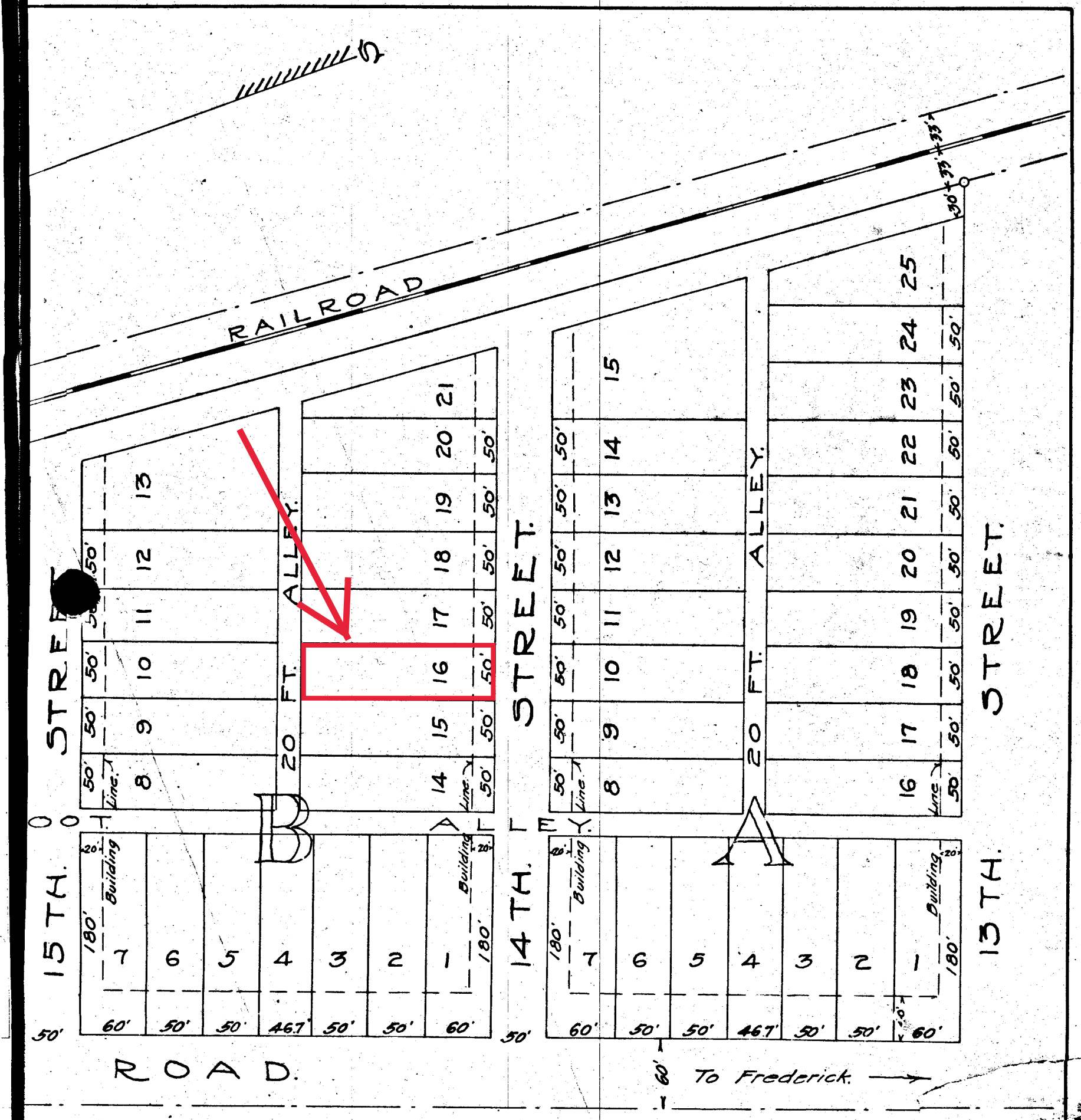
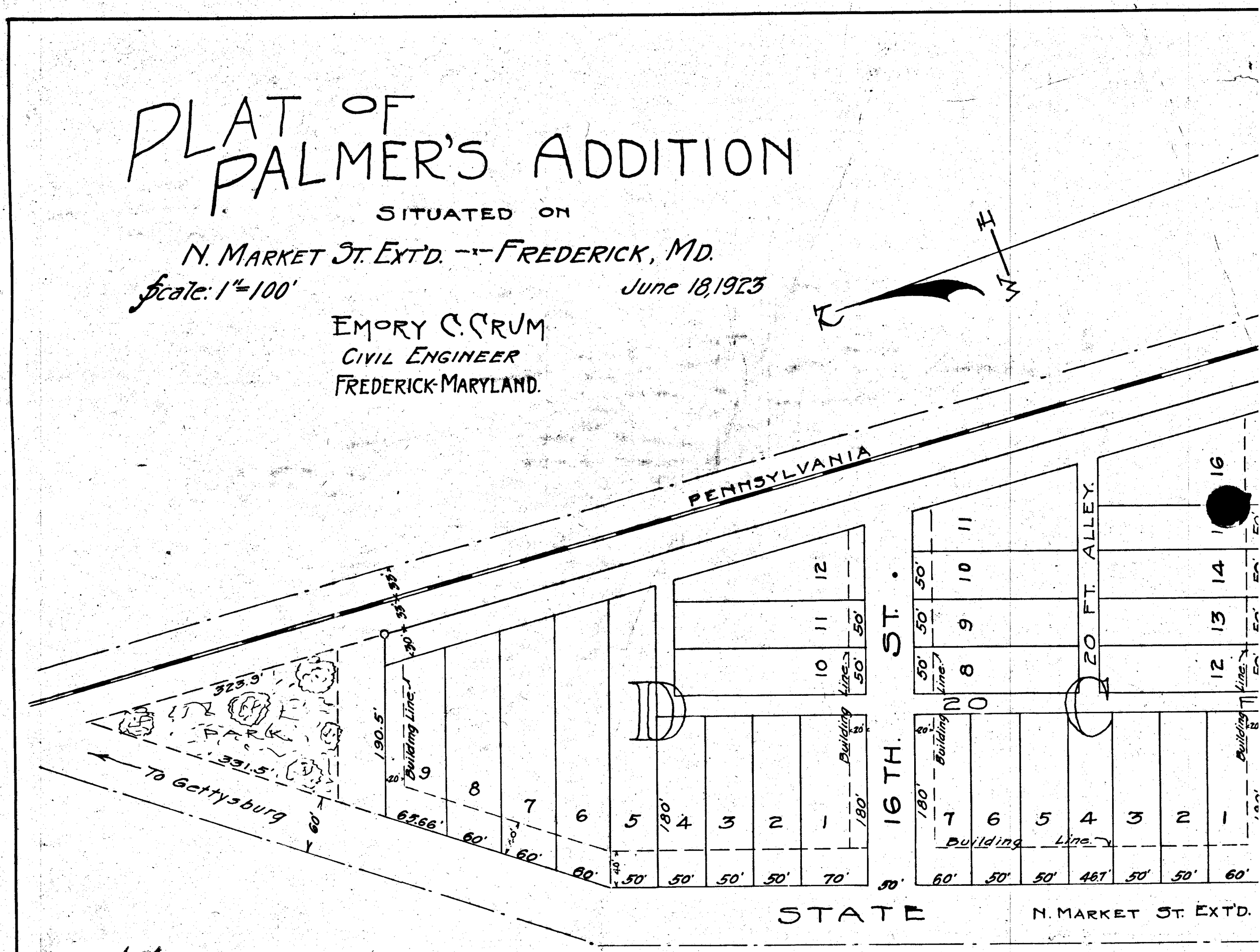
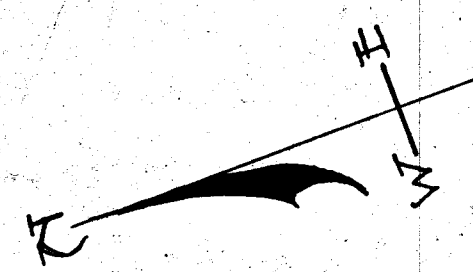


Received for Record *6/18/1923*
10:35 A.M. and same
 day recorded in Liber *STA*
 Folio *148* one of the
 Land Records of Frederick
 County, and examined
 TEST: *[Signature]* Clerk

PLAT OF PALMER'S ADDITION

SITUATED ON
 N. MARKET ST. EXT'D. - FREDERICK, MD.
 Scale: 1"=100' June 18, 1923

EMORY C. CRUM
 CIVIL ENGINEER
 FREDERICK MARYLAND.



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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 January 18, 2018 to Exclusive Right to Sell Brokerage Agreement between Seller(s) Sharon M. McKinney, Patricia Irene Garst and Broker Hutzell & Sheets Realty Associates John D. Crum 5 E 14th St for Property known as Frederick, MD 21701-4404

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

- | | | | |
|---|---|--|---|
| INCLUDED | INCLUDED | INCLUDED | INCLUDED |
| <input type="checkbox"/> Alarm System | <input checked="" type="checkbox"/> Exhaust Fan(s) # <u>1</u> | <input type="checkbox"/> Pool, Equip. & Cover | <input type="checkbox"/> Trash Compactor |
| <input type="checkbox"/> Built-in Microwave | <input type="checkbox"/> Exist. W/W Carpet | <input checked="" type="checkbox"/> Refrigerator(s) # <u>1</u> | <input type="checkbox"/> Wall Oven(s) # _____ |
| <input checked="" type="checkbox"/> Ceiling Fan(s) # <u>3</u> | <input checked="" type="checkbox"/> Fireplace Screen/Doors | <input checked="" type="checkbox"/> w/ice maker | <input type="checkbox"/> Water Filter |
| <input type="checkbox"/> Central Vacuum | <input type="checkbox"/> Freezer | <input checked="" type="checkbox"/> Satellite Dish | <input type="checkbox"/> Water Softener |
| <input type="checkbox"/> Clothes Dryer | <input type="checkbox"/> Furnace Humidifier | <input type="checkbox"/> Screens | <input type="checkbox"/> Window A/C Unit(s) # _____ |
| <input type="checkbox"/> Clothes Washer | <input checked="" type="checkbox"/> Garage Opener(s) # <u>1</u> | <input type="checkbox"/> Shades/Blinds | <input type="checkbox"/> Window Fan(s) # _____ |
| <input type="checkbox"/> Cooktop | <input type="checkbox"/> w/remote(s) # <u>1</u> | <input checked="" type="checkbox"/> Storage Shed(s) # <u>2</u> | <input type="checkbox"/> Wood Stove |
| <input checked="" type="checkbox"/> Dishwasher | <input type="checkbox"/> Garbage Disposer | <input checked="" type="checkbox"/> Storm Doors | |
| <input type="checkbox"/> Drapery/Curtain Rods | <input type="checkbox"/> Hot Tub, Equip. & Cover | <input type="checkbox"/> Storm Windows | |
| <input type="checkbox"/> Draperies/Curtains | <input type="checkbox"/> Intercom | <input checked="" type="checkbox"/> Stove or Range | |
| <input type="checkbox"/> Electronic Air Filter | <input type="checkbox"/> Playground Equipment | <input checked="" type="checkbox"/> T.V. Antenna | |

ADDITIONAL INCLUSIONS (Specify): none

EXCLUSIONS (Specify): none

LEASED ITEMS: FUEL TANKS, SOLAR PANELS AND OTHER ITEMS: Seller's intentions with regard to any leased items are as follows: NONE

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 CAC

Sharon M. McKinney 4/18/18 Seller Patricia Irene Garst 1-18-18
Seller Sharon M. McKinney Date Seller Patricia Irene Garst Date





AS IS ADDENDUM

ADDENDUM dated _____ to Contract of Sale
between Buyer _____
and Seller Sharon M. McKinney, Patricia Irene Garst
for Property known as 5 E 14th St, Frederick, MD 21701-4404

The following provisions are included in and supersede any conflicting language in the Contract.

The Property is sold in "AS IS" condition as of the Date of Contract Acceptance. Seller makes no warranty, express or implied, as to the condition of the Property or any equipment or system contained therein. Seller agrees to comply with Section 10-702 of the Real Property Article of the Annotated Code of Maryland if applicable (*Residential Property Disclosure and Disclaimer*). **The parties agree that all paragraphs in the Contract pertaining to property condition (Paragraph 22) and wood destroying insects (Paragraph 19) are hereby deleted from the Contract except that Buyer retains the right to walk through the Property within five (5) days prior to settlement.**

Buyer and Seller agree to initial only one of the following:

Smc pg

A. "AS IS" WITHOUT INSPECTION(S)

The Property is sold in "AS IS" condition as of the Date of Contract Acceptance without any inspection(s) or contingencies regarding the condition of the Property.

B. "AS IS" WITH INSPECTION(S) AND RIGHT TO TERMINATE

The Property is sold in "AS IS" condition as of the Date of Contract Acceptance. Buyer, at Buyer's expense, may have the Property inspected. In the event Buyer is dissatisfied with the results of any inspection(s), Buyer, upon written notice to Seller given within 10 Days from the Date of Contract Acceptance, shall have the unconditional right to terminate the Contract. If Buyer elects to terminate the Contract, the Contract shall become null and void, and Deposit(s) shall be disbursed in accordance with the Deposit paragraph of the Contract. If Buyer fails to have inspection(s) performed or fails to submit written notice of termination within the time period specified, Buyer shall have no right thereafter to terminate the Contract and the Contract shall remain in full force and effect.

Seller shall make the Property accessible for such inspection(s) and shall have utilities in service at the time of the inspection. Neither Buyer, nor any agent or contractor(s) of Buyer, shall in any way excavate, penetrate or otherwise damage any part of the Property without the prior written consent of Seller nor shall any furnishings, boxes, or personal property belonging to Seller be moved or relocated unless absolutely necessary in connection with the inspection(s). If the Property is part of a condominium, Buyer will be given access to the common areas to perform the inspection(s). Buyer and Seller shall have the right to be present during the inspection(s), and Buyer shall give Seller reasonable advance notice of the date and time of any inspection(s).

If Buyer or Buyer's agents or contractors damage the Property during any inspection(s), Buyer shall be responsible for all costs incurred in correcting such damage. Buyer's responsibility for all costs incurred in correcting any damage shall survive termination of the Contract.

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

Buyer Signature _____ Date _____

Buyer Signature _____ Date _____

Sharon M. McKinney 1/18/18
Seller Signature _____ Date _____
Sharon M. McKinney
Patricia Irene Garst 1-18-18
Seller Signature _____ Date _____
Patricia Irene Garst



10/17



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Hutzell & Sheets Realty Associates, 10 W. College Terr., Ste. 220 Frederick MD 21701
Phone: (301) 667-8455 Fax: (301) 695-2621 John D. Crum

14th Street East 5

MARYLAND RESIDENTIAL PROPERTY DISCLOSURE AND DISCLAIMER STATEMENT

Property Address: 5 E 14th St, Frederick, MD 21701-4404

Legal Description: L 16 B B 50X173 5 E. 14TH ST. FREDERICK

NOTICE TO SELLER AND PURCHASER

Section 10-702 of the Real Property Article, Annotated Code of Maryland, requires the owner of certain residential real property to furnish to the purchaser either (a) a RESIDENTIAL PROPERTY DISCLAIMER STATEMENT stating that the owner 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 owner. 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 owner to disclose information about latent defects in the property that the owner has actual knowledge of. The owner 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 OWNERS: 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 Owners and is based upon the actual knowledge of Owners as of the date noted. Disclosure by the Owners 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 Owners as to the condition of the property of which the Owners have no knowledge or other conditions of which the Owners have no actual knowledge.

How long have you owned the property? _____

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

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

Please indicate your actual knowledge with respect to the following:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Comments: _____

Any treatments or repairs? Yes No Unknown

Any warranties? Yes No Unknown

Comments: _____

14. Are there any hazardous or regulated materials (including, but not limited to, licensed landfills, asbestos, radon gas, lead-based paint, underground storage tanks, or other contamination) on the property? Yes No Unknown

If yes, specify below

Comments: _____

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

Yes No Unknown

Comments: _____

16. Are there any zoning violations, nonconforming uses, violation of building restrictions or setback requirements or any recorded or unrecorded easement, except for utilities, on or affecting the property? Yes No Unknown

If yes, specify below

Comments: _____

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

Comments: _____

17. Is the property located in a flood zone, conservation area, wetland area, Chesapeake Bay critical area or Designated Historic District? Yes No Unknown If yes, specify below

Comments: _____

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

Yes No Unknown If yes, specify below

Comments: _____

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

Yes No Unknown

Comments: _____

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

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

Owner Sharon M. McKinney Date _____

Owner Patricia Irene Garst 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 OWNER(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 owner(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 owner(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.

The owner(s) has actual knowledge of the following latent defects: _____

Owner Sharon Mc Kenzie Date 1/18/18

Owner Patricia J. Grist Date 1-18-18

The purchaser(s) acknowledge receipt of a copy of this disclaimer statement and further acknowledge that they have been informed of their rights and obligations under §10-702 of the Maryland Real Property Article.

Purchaser _____ Date _____

Purchaser _____ Date _____



Authorization and Agreement to Negotiate Contract/Lease
And Conduct Transaction Electronically



The Contract of Sale/Lease dated _____, Address 5 E 14th St,
City Frederick, State MD Zip 21701-4404
Between Seller/Landlord Sharon M. McKinney, Patricia Irene Garst

And Buyer/Tenant _____ is
hereby amended by the incorporation of this Addendum, which shall supersede any provisions to the
contrary in the Contract/Lease.

In accordance with the Uniform Electronic Transactions Act ("UETA") and the Electronic Signatures in
Global and National Commerce Act, or "E-Sign" ("The Act"), and other applicable state or local legislation
regarding Electronic Signatures and Transactions, **the undersigned do hereby expressly authorize
and agree to the use of electronic signatures ("E-sigs") as an additional method of signing and/or
initialing this Contract/Lease.**

In the event a third party to the transaction completed by this Contract/Lease (Lender, Title, Insurer,
Hazard Insurance Company, etc.) requires that the Agreement be executed with handwritten signature(s),
the parties mutually agree to re-execute the documents comprising the Contract/Lease with handwritten
signatures in a timely manner. The Buyer and Seller are advised to confirm the acceptance of the use of
E-Sigs with third parties in advance.

Sharon M. McKinney _____
Seller's Signature/Date 1/18/18 Buyer's Signature/Date

Patricia I. Garst _____
Seller's Signature/Date 1-18-18 Buyer's Signature/Date



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Revised May 2017





FREDERICK COUNTY GENERAL DISCLOSURES & RIGHT TO FARM ORDINANCE

This disclosure statement concerns the real property located in the County of Frederick, State of Maryland, described as 5 E 14th St, Frederick, MD 21701-4404.

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

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

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

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

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

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

Buyer _____ / _____

Seller Smm/ pg

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Real Estate Transfer Disclosure Statement

THIS DISCLOSURE STATEMENT CONCERNS THE REAL PROPERTY LOCATED IN THE COUNTY OF FREDERICK, STATE OF MARYLAND, DESCRIBED AS 5 E 14th St, Frederick, MD 21701-4404

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

SELLER'S INFORMATION

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

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

Seller Sharon M. McKinney
Sharon M. McKinney

Date 1/18/18

Seller Patricia Irene Garst
Patricia Irene Garst

Date 1-18-18

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

Buyer _____

Date _____

Buyer _____

Date _____

IF YOU DESIRE LEGAL ADVICE, CONSULT YOUR ATTORNEY.



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The City of Frederick Disclosure Statement



This disclosure statement concerns the real property located within The City of Frederick, State of Maryland, described as: 5 E 14th St. This statement is a disclosure of the existence of Section 12.5-30 of the Frederick City Code, which affords a Buyer the right to request a 5-day review period to review land use documents, or to waive such review period. See City Code, Sec. 12.5-30, for details.

The following are representations made by the Buyer and Seller in a contract for sale of residential real property within The City of Frederick and are not the representations of the agent(s), if any.

Buyer and Seller acknowledge that it is the Buyer's right to review the appropriate maps and plans at The City of Frederick Department of Planning for information about the Frederick Municipal Airport, Historic Preservation Overlay District delineation, any land uses, planned neighborhood developments, roads, highways, parks and other public facilities affecting property, and any amendments thereto, The City of Frederick Land Management Code and any official submittal for development review with the Department of Planning.

Buyer and Seller further acknowledge that it is the Buyer's responsibility to determine whether the Buyer's property lies within that area of The City of Frederick designated as an Airport Overlay Zone or the Historic Preservation Overlay District and to comply with any state and local laws pertaining as a result of such designation.

Please select and sign either A or B below.

A. Buyer(s) and Seller(s) hereby acknowledge having read and understood the above disclosure. Buyer(s) request five (5) calendar days from date of contract acceptance to review the above stated documents and to rescind the Contract of Sale, in writing, if Buyer(s) so desire.

Buyer Signature	Date	Seller Signature	Date
-----------------	------	------------------	------

Buyer Signature	Date	Seller Signature	Date
-----------------	------	------------------	------

B. Buyer(s) and Seller(s) hereby acknowledge having read and understood the above disclosure. Buyer(s) waive the review period and the right to rescind the Contract of Sale.

Buyer Signature	Date	Seller Signature	Date
-----------------	------	------------------	------

Buyer Signature	Date	Seller Signature	Date
-----------------	------	------------------	------



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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 **Sharon M. McKinney, Patricia Irene Garst** for Property known as **5 E 14th St, Frederick, MD 21701-4404**

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 _____ / _____

Seller   

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.

_____	_____	<i>Sharon M. McKinney</i>	<i>1/18/18</i>
Buyer's Signature	Date	Seller's Signature Sharon M. McKinney	Date
_____	_____	<i>Patricia Irene Garst</i>	<i>1-18-18</i>
Buyer's Signature	Date	Seller's Signature Patricia Irene Garst	Date
_____	_____	<i>John D. Crum</i>	<i>1/18/18</i>
Agent's Signature	Date	Agent's Signature John D. Crum	Date



HOMEOWNER'S INSURANCE DISCLOSURE



Property Address: 5 E 14th St Frederick, MD 21701-4404
Street Address City/State/Zip

To assist the buyer in securing a homeowner's policy, the Seller makes the following disclosure by checking the appropriate statement:

Sm pg

- 1. I/We have filed no insurance claims, nor have any knowledge of any claims filed on the property listed above in the past five (5) years. I/We are not aware of any existing conditions that may lead to a claim against our homeowner's 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 or by the previous owner(s).
- 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 the facts of the claim and/or conditions that may lead to a claim:

The current insurance company is: _____

Sharon M. McKinney
Seller's Signature/Date 1/18/18
Sharon M. McKinney

Buyer's Signature/Date

Patricia I. Garst
Seller's Signature/Date 1-18-18
Patricia Irene Garst

Buyer's Signature/Date



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

5 E 14th St

Property Address: Frederick, MD 21701-4404

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).
(ii) Sm / jdy 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).
(ii) Sm / dg 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):
(i) _____ / _____ 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) _____ / _____ 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) jc 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.

Sharon M. McKinney 1/18/18 Seller/Landlord Date
Patricia Irene Garst 1-18-18 Seller/Landlord Date
John D. Crum 1/18/18 Seller's/Landlord's Agent Date
Buyer/Tenant Date
Buyer/Tenant Date
Buyer's/Tenant's Agent Date





MARYLAND LEAD POISONING PREVENTION PROGRAM DISCLOSURE

5 E 14th St

Property Address: Frederick, MD 21701-4404

MARYLAND LEAD POISONING PREVENTION PROGRAM DISCLOSURE: Under the Maryland Lead Poisoning Prevention Program (the "Maryland Program"), any leased residential dwelling constructed prior to 1978 is required to be registered with the Maryland Department of the Environment (MDE). Detailed information regarding compliance requirements may be obtained at: http://www.mde.state.md.us/programs/Land/LeadPoisoningPrevention/Pages/index.aspx.

1. Seller hereby discloses that the Property was constructed prior to 1978;

AND

The Property _____ / _____ is or Smc / Pg is not registered in the Maryland Program (Seller to initial applicable line).

2. If the Property was constructed prior to 1978 and Buyer intends to lease the Property effective immediately following settlement or in the future, Buyer is required to register the Property with the Maryland Department of the Environment within thirty (30) days following the date of settlement or within thirty (30) days following the conversion of the Property to rental property as required by the Maryland Program. Buyer is responsible for full compliance under the Maryland Program, including but not limited to, registration; inspections; lead-paint risk reduction and abatement procedures; payment of all fees, costs and expenses; and the notice requirements to tenants.

3. If the Property is registered under the Maryland Program as indicated above, Seller further discloses to Buyer that an event as defined under the Maryland Program (including, but not limited to, notice of the existence of lead-based paint hazards or notice of elevated blood lead levels from a tenant or state, local or municipal health agency) (Seller to initial applicable line) _____ / _____ has; or _____ / _____ has not occurred, which obligates Seller to perform either the modified or full risk reduction treatment of the Property as required under the Maryland Program. If an event has occurred that obligates Seller to perform either the modified or full risk reduction treatment of the Property, Seller hereby discloses the scope of such treatment as follows:

If such event has occurred, Seller (Seller to initial applicable line) _____ / _____ will; OR _____ / _____ will not perform the required treatment prior to transfer of title of the Property to Buyer.

ACKNOWLEDGEMENT: Buyer acknowledges by Buyer's initials that Buyer has read and understands the above Paragraphs. _____ / _____ (BUYER)

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.

Signature lines for Seller (Sharon M. McKinney), Patricia Irene Garst, and Seller's Agent (John D. Crum) with corresponding Date fields. Buyer and Buyer's Agent lines are present but empty.





**Consumer Notice to Buyers of Residential Real Estate in Maryland
(Include with Exclusive Buyer/Tenant Representation Agreement)**

Buyers of residential real estate in Maryland are advised to inquire about the following items:

COVENANTS RUNNING WITH THE LAND: Covenants running with the land are agreements that stipulate that ownership of the land cannot be transferred unless the new owner agrees to continue to abide by the covenants. They cannot be separated from the land and transfer with it. For example, an individual might own property subject to a covenant that requires the property to be used for charitable purposes only. A buyer who purchases the property must agree to use the property for charitable purposes only.

DEED RESTRICTIONS: Deed restrictions are provisions in a deed that limit the use of the property. With some exceptions, deed restrictions cannot be removed by the new owner.

EASEMENTS: An easement is a right, privilege, or interest that one party has in the land of another. There are many types of easements, including, conservation easements, utility easements, gas line easements, and power line easements. Easements may be in property deeds or title papers, and are part and parcel of the land they affect.

LEASES: A lease is any agreement that gives rise to a landlord/tenant relationship. Unless otherwise specified in the lease agreement, the buyer of a property occupied by a tenant under a lease is bound by the conditions and terms of the lease.

ONSITE SEWAGE DISPOSAL SYSTEMS (OSDS) WITH BEST AVAILABLE TECHNOLOGY (BAT): An OSDS is a wastewater treatment system that discharges the treated effluent into the ground. An OSDS with best available technology reduces nitrogen levels. If an OSDS system with BAT is installed on the property, Seller may have used state funds to purchase the system. If state funds were used to purchase the system, the property may be encumbered by an easement that obligates the owner of the property to comply with certain requirements such as maintaining the system and allowing the Maryland Department of the Environment and the county/city in which the property is located to inspect the system. Buyer is advised to inquire about the terms under which an OSDS system with BAT was installed on the property and check with the appropriate city/county agency.

PROPANE TANKS: Propane is a source of energy that is used for heating homes and water, cooking and refrigerating food, drying clothes, and fueling gas fireplaces and barbecue grills. Propane tanks may be owned or leased. If a propane tank is installed on the property, Buyer is advised to inquire about the terms under which the propane tank was installed, how to transfer the ownership or lease, and any costs associated with the transfer.

HOME SECURITY SYSTEMS THAT RECORD AUDIO: Buyer is advised that Maryland law prohibits **audio recording** of private conversations without the consent of all parties.

SOLAR PANELS: Solar panels are devices that convert light into electricity. If solar panels are installed on the property, Buyer is advised to inquire about the terms under which the solar panels were installed, how to transfer the ownership or lease, and any costs associated with the transfer.

Buyer Signature

Date

Buyer Signature

Date





NOTICE AND DISCLOSURE OF DEFERRED WATER AND SEWER CHARGES

Contract of Sale between Buyer _____
and Seller Sharon M. McKinney, Patricia Irene Garst
for Property known as 5 E 14th St, Frederick, MD 21701-4404

Pursuant to Section 14-117(a)(5) of the Real Property Article of the Annotated Code of Maryland, the following Notice applies to 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. **This law does not apply in a county that has adopted a disclosure requirement that is substantially similar to the disclosure requirements under this law.**

NOTICE REQUIRED BY MARYLAND LAW REGARDING DEFERRED WATER AND SEWER CHARGES

THIS PROPERTY IS SUBJECT TO A FEE OR ASSESSMENT THAT PURPORTS TO COVER OR DEFRAY THE COST OF INSTALLING OR MAINTAINING DURING CONSTRUCTION ALL OR PART OF THE PUBLIC WATER OR WASTEWATER FACILITIES CONSTRUCTED BY THE DEVELOPER. THE FEE OR ASSESSMENT IS \$ N/A, PAYABLE (annually, quarterly, monthly, etc.) N/A UNTIL (DATE) N/A TO (NAME & ADDRESS) N/A

(HEREAFTER CALLED "LIENHOLDER").

THERE MAY BE A RIGHT OF PREPAYMENT OR A DISCOUNT FOR EARLY PREPAYMENT, WHICH MAY BE ASCERTAINED BY CONTACTING THE LIENHOLDER. THIS FEE OR ASSESSMENT IS A CONTRACTUAL OBLIGATION BETWEEN THE LIENHOLDER AND EACH OWNER OF THIS PROPERTY, AND IS NOT IN ANY WAY A FEE OR ASSESSMENT IMPOSED BY THE COUNTY IN WHICH THE PROPERTY IS LOCATED.

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.

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

Buyer Signature _____ Date _____

Sharon McKinney 1/18/18
Seller Signature Date
Sharon M. McKinney

Buyer Signature _____ Date _____

Patricia I. Garst 1-18-18
Seller Signature Date
Patricia Irene Garst





DISCLOSURE OF LEASED ITEMS ADDENDUM TO RESIDENTIAL CONTRACT OF SALE

ADDENDUM dated _____ to Contract of Sale
 between Buyer _____

and Seller Sharon M. McKinney, Patricia Irene Garst

for Property known as 5 E 14th St, Frederick, MD 21701-4404

The obligations of Buyer and Seller with respect to the following leased items shall be as follows:

LEASED ITEM:	INCLUDED	EXCLUDED
a. Fuel Tank(s)	<input type="checkbox"/>	<input type="checkbox"/>
b. Solar Panels	<input type="checkbox"/>	<input type="checkbox"/>
c. Alarm System	<input type="checkbox"/>	<input type="checkbox"/>
d. Water Treatment System	<input type="checkbox"/>	<input type="checkbox"/>
e. Other _____	<input type="checkbox"/>	<input type="checkbox"/>
f. Other _____	<input type="checkbox"/>	<input type="checkbox"/>
g. Other _____	<input type="checkbox"/>	<input type="checkbox"/>
h. Other _____	<input type="checkbox"/>	<input type="checkbox"/>

ADDITIONAL TERMS OF AGREEMENT: NO LEASED ITEMS. *Sm* *pg*

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

Buyer Signature _____	Date _____	<i>Sharon McKinney</i>	<i>4/18/18</i>
		Seller Signature	Date
		Sharon M. McKinney	
Buyer Signature _____	Date _____	<i>Patricia I. Garst</i>	<i>1-18-18</i>
		Seller Signature	Date
		Patricia Irene Garst	



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