



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 _____ to Exclusive Right to Sell Brokerage Agreement
dated _____, between Owner(s) Frances Ecker Trust, By Barb Zimmerman
Trustee
and Broker ReMax Realty Group Bonnie Winkler/Maureen Nichols
12065 A & B
for Property known as Libertytown, MD 21762

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

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

Owner _____ Date _____
Frances Ecker Trust

Barb Zimmerman Trustee 4/13/11
Owner _____ Date _____
By Barb Zimmerman Trustee

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10/05





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

12065 A & B

Property Address: Libertytown, MD 21762

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): (i) _____ / _____ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain). (ii) BZ / 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) BZ / 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) BKW 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.

Seller/Landlord Frances Ecker Trust. Barb Zimmerman Trustee 4/13/11
Buyer/Tenant
Seller/Landlord By Barb Zimmerman Trustee 4/12/11
Buyer/Tenant
Seller's/Landlord's Agent Bonnie Winkler/Maureen Nichols
Buyer's/Tenant's Agent



MARYLAND LEAD POISONING PREVENTION PROGRAM DISCLOSURE

12065 A & B

Property Address: Libertytown, MD 21762

MARYLAND LEAD POISONING PREVENTION PROGRAM DISCLOSURE: Under the Maryland Lead Poisoning Prevention Program (the "Maryland Program"), any leased residential dwelling constructed prior to 1950 is required to be registered with the Maryland Department of the Environment (MDE). Any leased residential dwelling constructed between 1950 and 1978 may be registered with the MDE at the election of the owner.

1. Seller hereby discloses that the property (Seller to initial applicable lines):

B21 was constructed prior to 1950; OR

/ was constructed between 1950 and 1978; AND

If constructed in 1978 or earlier, / is or / is not registered in the Program.

2. If the Property was constructed prior to 1950 and Buyer intends to lease the Property effective immediately following settlement or in the future, Buyer shall be 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 shall be 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 as well as the requirements of qualified offers.

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.

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.

Seller Date Frances Ecker Trust

Barb Zimmerman trustee 4/13/11

Seller Date By Barb Zimmerman Trustee

Bonnie Winkler 4/12/11

Seller's Agent Date Bonnie Winkler/Maureen Nichols

Buyer Date

Buyer Date

Buyer's Agent Date

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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
12065 A & B, Libertytown, MD 21762

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.

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, as well as 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, the Buyer should contact the settlement company 24-48 hours before settlement. The Buyer should establish utilities in the 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 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 of 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 Fredrick 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 \$ _____.

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 or fee is delinquent is not delinquent

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REALTOR®

RE/MAX Realty Group 205 E. Ridgville Blvd. Mt. Airy, MD 21771

Phone: 301-831-5600 406

Fax: 301-831-7412

Bonnie Winkler



EQUAL HOUSING
OPPORTUNITY

12065 Main St



Real Estate Transfer Disclosure Statement

THIS DISCLOSURE STATEMENT CONCERNS THE REAL PROPERTY LOCATED IN THE COUNTY OF FREDERICK, STATE OF MARYLAND, DESCRIBED AS 12065 A & B, Libertytown, MD 21762

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 Frances Ecker Trust

Date _____

Seller Barb Zimmerman Trust
By Barb Zimmerman Trustee

Date 4/13/11

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

Buyer _____

Date _____

Buyer _____

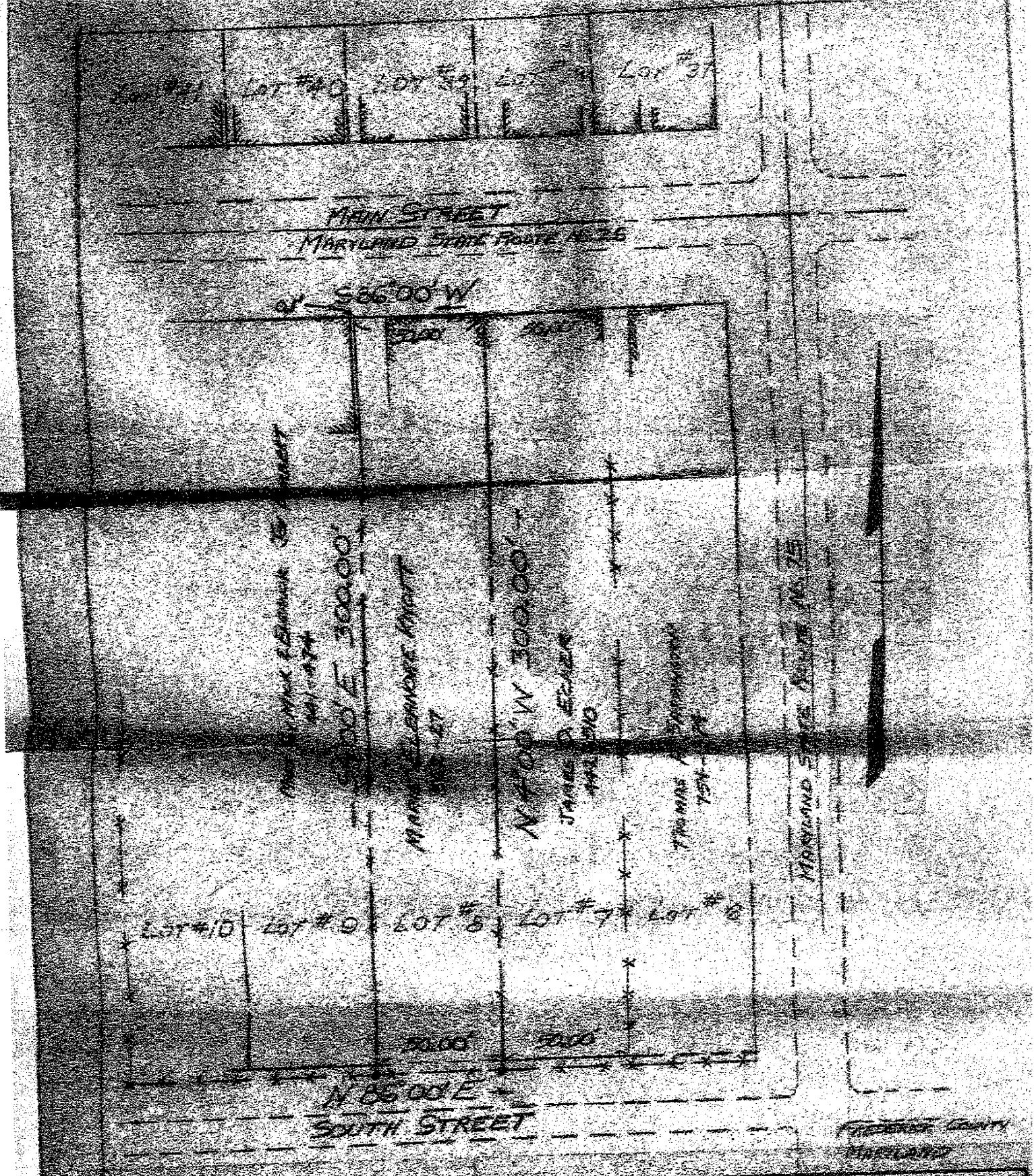
Date _____

IF YOU DESIRE LEGAL ADVICE, CONSULT YOUR ATTORNEY.



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REVISIONS	ROTHENHOEFER ENGINEERS 102 WEST CHURCH STREET FREDERICK, MARYLAND 21703	SHEET 1 OF 1
	PLAT OF PROPERTY SURVEYED FOR	DWG. NO. 330