

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 Realty Group act as a Dual Agent for me as the
(Firm Name)

Seller in the sale of the property at: 12615 West Oak Dr, Mount Airy, MD 21771

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

Steven K. Blau 7-1-11
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:

12615 West Oak Dr, Mount Airy, MD 21771
Property

Signature Date

Signature Date

- The undersigned **Seller(s)** hereby affirm(s) consent to dual agency for the Buyer(s) identified below:

Name(s) of Buyer(s)

Signature Date
Steven K Blau

Signature Date



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
12615 West Oak Dr, Mount Airy, MD 21771

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

Buyer _____ / _____

Updated March 2011

Seller J.K.B.



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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 12615 West Oak Dr, Mount Airy, MD 21771

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 Steven K. Blau
Steven K Blau

Date 7-1-11

Seller _____

Date _____

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

Buyer _____

Date _____

Buyer _____

Date _____

IF YOU DESIRE LEGAL ADVICE, CONSULT YOUR ATTORNEY.





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 July 1, 2011 to Exclusive Right to Sell Brokerage Agreement dated July 1, 2011, between Owner(s) Steven K Blau and Broker ReMax Realty Group Bonnie Winkler for Property known as 12615 West Oak Dr Mount Airy, MD 21771

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 checked="" type="checkbox"/> Alarm System | <input checked="" type="checkbox"/> Exhaust Fan(s) # <u>4</u> | <input checked="" type="checkbox"/> Pool, Equip. & Cover | <input type="checkbox"/> Trash Compactor |
| <input checked="" type="checkbox"/> Built-in Microwave | <input type="checkbox"/> Exist. W/W Carpet | <input checked="" type="checkbox"/> Refrigerator(s) # <u>1</u> | <input checked="" type="checkbox"/> Wall Oven(s) # <u>1</u> |
| <input checked="" type="checkbox"/> Ceiling Fan(s) # <u>8</u> | <input checked="" type="checkbox"/> Fireplace Screen/Doors | <input checked="" type="checkbox"/> w/ice maker | <input checked="" type="checkbox"/> Water Filter |
| <input checked="" type="checkbox"/> Central Vacuum | <input type="checkbox"/> Freezer | <input checked="" type="checkbox"/> Satellite Dish | <input type="checkbox"/> Water Softener |
| <input checked="" type="checkbox"/> Clothes Dryer | <input checked="" type="checkbox"/> Furnace Humidifier | <input checked="" type="checkbox"/> Screens | <input type="checkbox"/> Window A/C Unit(s) # _____ |
| <input checked="" type="checkbox"/> Clothes Washer | <input checked="" type="checkbox"/> Garage Opener(s) # <u>3</u> | <input checked="" type="checkbox"/> Shades/Blinds | <input type="checkbox"/> Window Fan(s) # _____ |
| <input checked="" type="checkbox"/> Cooktop | <input checked="" type="checkbox"/> w/remote(s) # <u>4</u> | <input checked="" type="checkbox"/> Storage Shed(s) # <u>1</u> | <input type="checkbox"/> Wood Stove |
| <input checked="" type="checkbox"/> Dishwasher | <input checked="" type="checkbox"/> Garbage Disposer | <input checked="" type="checkbox"/> Storm Doors | |
| <input checked="" type="checkbox"/> Drapery/Curtain Rods | <input type="checkbox"/> Hot Tub, Equip. & Cover | <input type="checkbox"/> Storm Windows | |
| <input checked="" type="checkbox"/> Draperies/Curtains | <input checked="" type="checkbox"/> Intercom | <input type="checkbox"/> Stove or Range | |
| <input checked="" type="checkbox"/> Electronic Air Filter | <input checked="" 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 PROPANE
 Hot Water: Oil Gas Elec. Other PROPANE
 Air Conditioning: Gas Elec. Other _____

Steven K. Blau 7-1-11
Owner Date
Steven K Blau

Owner Date

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MARYLAND RESIDENTIAL PROPERTY DISCLOSURE AND DISCLAIMER STATEMENT

Property Address: 12615 West Oak Dr., Mount Airy, MD 21771

Legal Description: _____

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	<input type="checkbox"/> Public	<input type="checkbox"/> Well	<input type="checkbox"/> Other _____
Sewage Disposal	<input type="checkbox"/> Public	<input type="checkbox"/> Septic System approved for _____ (# bedrooms)	
Garbage Disposal	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
Dishwasher	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
Heating	<input type="checkbox"/> Oil	<input type="checkbox"/> Natural Gas	<input type="checkbox"/> Electric <input type="checkbox"/> Heat Pump Age _____ <input type="checkbox"/> Other _____
Air Conditioning	<input type="checkbox"/> Oil	<input type="checkbox"/> Natural Gas	<input type="checkbox"/> Electric <input type="checkbox"/> Heat Pump Age _____ <input type="checkbox"/> Other _____
Hot Water	<input type="checkbox"/> Oil	<input type="checkbox"/> Natural Gas	<input type="checkbox"/> Electric Capacity _____ Age _____ <input type="checkbox"/> 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: _____ *400 AMP SERVICE*
Will the smoke detectors provide an alarm in the event of a power outage? Yes No Does Not Apply
Comments: _____
9. Septic Systems: Is the septic system functioning properly? Yes No Unknown Does Not Apply
When was the system last pumped? Date 3-11-11 Yes No 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? BASEMENT WALLS
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: PASSIVE Radon SYS installed

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: Plug IN UNIT IN HALL

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: _____

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: NONE KNOWN

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 Steven K. Blau Date 7-1-11
Steven K Blau

Owner _____ Date _____

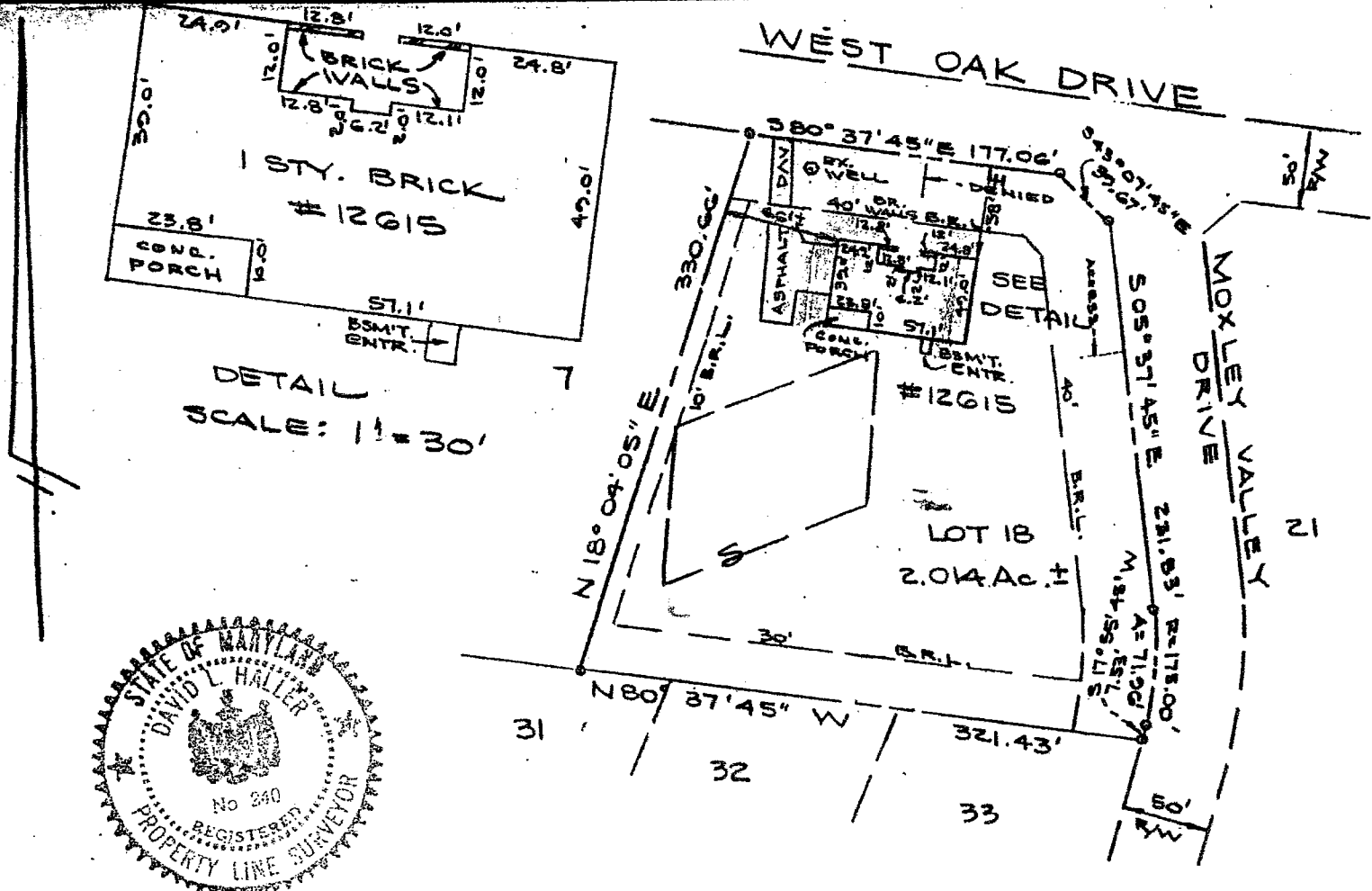
The purchaser(s) acknowledge receipt of a copy of this disclosure statement and further acknowledge that they have been informed of their rights and obligations under §10-702 of the Maryland Real Property Article.

Purchaser _____ Date _____

Purchaser _____ Date _____

CASE No. _____

NOTE: This location for this purpose only - not to be used for determining property lines. Property corner markers not guaranteed by this location



LOCATION OF HOUSE
 LOT 18 ~ BLOCK A ~ SECTION II.
 WEST OAK FIELDS
 FREDERICK COUNTY, MARYLAND

HUD FLOOD PANEL NO. : 240027-0225A

ZONE: C

CERTIFICATE

I HEREBY CERTIFY THAT THE POSITION OF ALL THE EXISTING IMPROVEMENTS ON THE ABOVE DESCRIBED PROPERTY HAS BEEN CAREFULLY ESTABLISHED BY A TRANSIT-TAPE SURVEY AND UNLESS OTHERWISE SHOWN THERE ARE NO ENCROACHMENTS

David L. Haller
 DAVID L. HALLER
 MARYLAND R.P.L.S. No 240

REFERENCES

PLAT BK. 51
 PLAT NO. 177

LIBER
 FOLIO

HALLER ASSOCIATES
 SURVEYING-ENGINEERING-PLANNING

(301) 863-1843 822 TRAIL AVENUE, FREDERICK, MARYLAND 21701

DATE OF SURVEYS	SCALE: 1" = 100'
WALL CHECK	DRAWN BY HLR
NSE LOC. 10-15-93	JOB NO 91-2056
BOUNDARY	