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#### Maryland

#### EXCLUSIVE RIGHT TO SELL RESIDENTIAL BROKERAGE AGREEMENT

DATE: December 23, 2020	
1. SELLER(S) (List all): Richard Ian Lynn Jr	
Mailing Address: 29149 Sanderstown Rd, Trappe, MD	21673-1958
Office Telephones:	
Home Telephones:	
Email Addresses: rlynn3132009@gmail.com	
2. BROKER: Benson & Mangold	
Office Address: 31 Goldsborough St, Easton, MD 2160	01
Office Telephone: <u>(410)822-6665</u>	Office Fax: <u>(410)741-3831</u>
Listing Agent: Chuck Mangold, Jr.	Direct Line:
Home Phone:	Cell Phone: <u>(410)924-8832</u>
Email Address: <u>chuck@chuckmangold.com</u>	
Benson & Mangold         is hereby authorized by the undersigned Seller(s) or by the sell, as the exclusive real estate broker, the property know         21613-3753         ("Property"). Seller acknowledges that the Property is bein MU         MU       /         IN FEE SIMPLE, or       /         now existing, in the amount of \$       , paya	ne authorized representative of Seller(s) ("Seller") to m as: 1537 Global Cir, Cambridge, MD g conveyed (initial one selection) SUBJECT TO AN ANNUAL GROUND RENT,
4. LISTING TERM/RIGHTS OF PARTIES FOLLOWING E This agreement shall be effective on December 26, 202	<b>EXPIRATION OR TERMINATION OF AGREEMENT:</b> (mm/dd/yyyy) and shall continue until midnight on erm") unless terminated in accordance with the Real Estate Brokers Act, the parties agree to the

Either party may cancel with 24-hour written and acknowledged notice.

An expiration or termination of this Agreement by Seller or Broker shall be subject to the provisions of Paragraph 14 of this Agreement, and Paragraph 14 of this Agreement shall survive the expiration or termination of this Agreement. Notwithstanding the rights of the parties to terminate this Agreement as provided herein, Broker, in Broker's sole and absolute discretion, may terminate this Agreement at any time and effective immediately in the event Seller provides any false information, misrepresents any fact to Broker or other third-party, or violates or indicates any intention to discriminate in violation of any applicable federal, state or local fair housing law(s). If a Contract of Sale is entered into by Seller during the Listing Term, which provides for settlement to occur after the expiration of the Listing Term, this Agreement shall be automatically extended until settlement has occurred or until the Contract of Sale is released in writing by the parties.

**5. LISTING PRICE:** The listing price of the Property is \$224,900.00 and shall be the price advertised by Broker. If Seller desires to change the listing price, Seller shall immediately inform Broker in writing of the changed listing price, and such changed listing price shall thereafter be the price advertised by Broker.

6. SHOWING INSTRUCTIONS (for LOCK BOX see addendum): \_



#### 7. MARKETING/MLS/INTERNET ADVERTISEMENT:

(a) Broker is authorized to and shall market the Property including, but not limited to, entering the Property into the applicable multiple listing service(s) ("MLS"), installing a sign, photographing the Property and installing a lock box. Seller acknowledges that Broker is bound by the bylaws, policies and procedures, and rules and regulations governing the MLS and the lock box system owner. Broker is hereby granted the right to report to the MLS for dissemination, in accordance with the MLS rules and policies, any contract of sale and sales price (including the other terms upon which any sale of the Property is made). Except as otherwise provided in paragraphs (b), (c), (d), and (e) below and in accordance with the directions therein, Broker, upon election by Broker and in Broker's sole and absolute discretion, is hereby authorized by Seller to submit and market the Property (including street name and house number) by and through:

- 1. Broker's internet website;
- 2. The Internet websites of licensed real estate salespersons or associate real estate brokers affiliated with Broker;
- 3. Any other Internet website in accordance with applicable MLS rules and regulations;
- 4. Print media; and/or
- 5. Any available MLS Program(s) that enable participants to display aggregated MLS active listing information on participants' public websites. Seller further consents to and authorizes Broker, in accordance with the MLS rules and regulations, to allow other MLS participants and authorized users to market the Property by and through the internet website of other such MLS participants and authorized users.

If the Property is scheduled for an open house by Broker, Seller authorizes Broker to advertise the Property as an open house together with other properties listed with Broker and advertised as an open house in the same advertisement, whether by print media or by internet advertisement.

(b) Seller may elect not to have the Property listing displayed on the MLS at all. (Seller to initial if Seller does <u>not</u> authorize Broker to display Property listing on the MLS at all):

Broker may not submit and market the Property by and through display on the MLS.

Seller hereby acknowledges that, having selected not to display the Property listing on the MLS at all: (1) real estate licensees from other companies and their buyer clients who have access to the MLS may not be aware that Seller's Property is for sale and the terms and conditions under which Seller is marketing the Property; (2) Seller's Property will not be included in the MLS's download to various real estate internet sites that are used by the public to search for property listings; and (3) any reduction in the exposure of the Property may lower the number of offers made and negatively impact the sales price. *(Seller to initial)*: \_\_\_\_/

(c) Seller may elect not to have the Property listing or the Property address displayed on the internet. Seller hereby directs Broker that *(Seller to initial all that apply)*:

/ \_\_\_\_ Broker may *not* submit and market the Property by and through display on any internet website.

Broker may submit and market the Property by and through display on any internet website, but Seller elects *not* to permit display of the <u>Property address</u> on any internet website.

Seller hereby acknowledges that, having selected either or both of the above option(s) not to allow information on internet websites, a consumer who conducts searches for listings on the internet will not see the corresponding information about the Property in response to a search. *(Seller to initial)*: \_\_\_\_/

- (d) Certain features may be displayed on the websites of MLS participants, including:
  - (1) Unedited comments or reviews of the Property (or display a hyperlink to such comments or reviews); or
  - (2) An automated estimate of the market value of the Property (or a hyperlink to such estimate). (Seller to initial):

Seller  $\frac{MU}{Property}$  / \_\_\_\_\_ authorizes or \_\_\_\_ / \_\_\_\_ does <u>not</u> authorize the display of unedited comments or reviews of the Property (or display a hyperlink to such comments or reviews) on MLS participants' websites.

Seller  $\underline{MU}$  /  $\underline{MU}$  authorizes or  $\underline{MU}$  /  $\underline{MU}$  does <u>not</u> authorize the display of an automated estimate of the market value of the Property (or a hyperlink to such estimate) on MLS participants' websites.

#### Exclusive Right to Sell Residential Brokerage Agreement

During the term of this agreement, Seller, by written request to Broker, may authorize Broker to enable or disable use of either feature as described in (1) or (2) above. Broker agrees to transmit promptly the request to the MLS.

(e) COMING SOON LISTING STATUS: The "Coming Soon" listing status is an option for properties listed in the MLS that are not available but will be soon. Sellers who choose this option must have executed a listing agreement. Listings under the "Coming Soon" status are given a MLS number. All MLS subscribers may view listings under this status. However, properties listed under the "Coming Soon" status may not be shown and are not syndicated to public real estate websites. If Seller selects this status, the listing agent must enter an expected on-market date in the MLS that can be no later than 21 days from when the listing was submitted to the MLS. The "Coming Soon" status will automatically update to "active" on the expected on-market date if not made "active" sooner.

Seller, by Seller's initials, authorizes Broker to list the Property under the "Coming Soon" listing status in the MLS. (Seller initials): /

8<sub>2</sub> CONSENT TO DISCUSS OTHER PROPERTIES WITH BUYERS AT SELLER'S OPEN HOUSE: Seller <u>M(J)</u> / \_\_\_\_\_ authorizes or \_\_\_\_ / \_\_\_\_ does <u>not</u> authorize Broker to discuss other properties with buyers at Seller's open house.

Broker's responsibility to market the Property is suspended upon Seller's acceptance of a written offer to purchase the Property, unless otherwise agreed by Broker.

**9. GRANT/RELEASE OF PROPERTY DATA TO BROKER:** Seller grants to Broker the unlimited right to use, publish, disseminate, sell, and license to others all text, graphics, photos, virtual tours, documents, and any other types of data entered into the MLS, and Seller hereby releases to Broker all of the Seller's interests and all intellectual property rights therein. If Seller elects to allow dissemination of Property data on the internet, Seller understands and agrees that public websites determine their own content and use of data, and therefore Broker has no control over public websites and no obligation to remove any of the above content from public websites at any time.

**10. HOME SECURITY SYSTEMS THAT RECORD AUDIO:** Seller is advised that Maryland law prohibits audio recording of private conversations without the consent of all parties. Seller may view the penalties for violating the law which are contained in Section 10-402 of the Courts and Judicial Proceedings Article, Annotated Code of Maryland at: <a href="http://mgaleg.maryland.gov/mgawebsite/Laws/StatueText?article=gcj&section=10-402&enactments=false">http://mgaleg.maryland.gov/mgawebsite/Laws/StatueText?article=gcj&section=10-402&enactments=false</a>.

Seller acknowledges that Seller has read and understands the provisions of Paragraph 10. (Seller to initial):  $\frac{MU}{M}$  / \_\_\_\_

**11. FAIR HOUSING:** With respect to race, color, religion, sex, national origin, handicap or familial status, the Property is offered in compliance with the Civil Rights Act of 1968, and the Fair Housing Amendments Act under Federal law. Additionally, the Property shall be offered in compliance with the anti-discrimination provisions of Maryland law and any local, county and municipal fair housing laws.

**12. SELLER RESPONSIBILITY/INSURANCE:** Broker shall not be responsible for the care, or physical condition of the Property. Seller shall remain solely responsible for the care and physical condition of the Property, including, but not limited to, cost of all utilities, maintenance, the physical security of the premises and all personal property and maintaining adequate property and personal injury insurance during the term of this Agreement; and, Broker shall have no liability for such matters.

**13. REPAIRS:** Seller is hereby notified that repairs of the Property may require that the individuals engaged to perform such repairs be duly licensed.

14. BROKER'S COMPENSATION: The amount of Broker compensation is not prescribed by law or established by any membership organization with which the Broker is affiliated.

In the event of a sale, exchange, or transfer, the Compensation to be paid by Seller to Broker shall be <u>five</u> percent (5%)

The Compensation shall be deemed to have been earned by Broker and shall be due and payable by Seller to Broker if:

A. During the term of this Agreement, or any extension thereof:

(i) Broker produces a ready, willing and able buyer to purchase the Property at the listing price and/or at such other price as shall be accepted by Seller or agreed upon in writing between Seller and Broker (the "Sale Price"); or

(ii) Seller shall enter into a written agreement to sell, lease, exchange, convey or transfer the Property to any person or entity whether such person or entity shall have been procured by Broker, by Seller or by any other person or entity, in which event Seller, within seventy-two (72) hours thereof, shall furnish Broker a copy of such written agreement; or

(iii) if during the period of <u>180</u> days following the expiration or termination of this Agreement, Seller shall enter into a written agreement to sell, lease, exchange, convey or transfer the Property to any person who or to any entity which, with knowledge of Seller or any agent of Seller, inspected or made inquiry about the Property or negotiated to purchase or exchange the Property during the term of this Agreement or any extension thereof, in which event Seller, within seventy-two (72) hours thereof, shall furnish Broker a copy of such written agreement;

- B. Seller defaults or voluntarily agrees to terminate a sale; or
- C. Seller breaches this Agreement.

The Compensation due Broker shall be a charge against the Property and shall be paid at settlement as a convenience to Seller. However, Seller acknowledges and agrees that settlement on the Property shall not be a condition precedent to Seller's obligation to Broker as herein provided.

If Broker prevails in any action brought to obtain payment of the Compensation, Broker shall also be entitled to recover in such action Broker's reasonable attorney's fees and court costs.

If a deposit made on any contract of sale or other transfer of the Property is forfeited to Seller, or if all or part of the deposit is received by Seller as a settlement made by and between Seller and buyer, \$ -0-

or \_\_\_\_\_% of the amount forfeited or received as settlement shall be paid to Broker for Broker's services, but in no event shall the amount exceed an amount equal to the full Compensation specified herein.

Seller shall have no obligation to pay the Compensation to Broker if the Property is listed by any other licensed real estate broker following the expiration of this Agreement, or any extension thereof, or following the termination of this Agreement as herein provided, unless such termination by Seller is for the purpose of avoiding the obligation of Seller to pay the Compensation to Broker.

**16. MINISTERIAL ACTS:** Seller hereby consents to and authorizes Broker and Broker's agents, whether acting as subagents or Buyer's Agents, to provide ministerial acts as defined by law on behalf of Seller to third persons in connection with the sale of the Property.

**17. DEPOSIT HELD BY ESCROW AGENT:** Seller is advised that an escrow agent, other than a Maryland licensed real estate broker, is not subject to the same legal requirements that Maryland licensed real estate brokers are under the Maryland Real Estate Brokers Act concerning the holding and the release of deposit monies. If the deposit is going to held by a third party other than by a Maryland licensed real estate broker involved in the transaction, the parties are required to enter into a separate written escrow agreement, binding upon the parties and the escrow agent that complies with Section 10-802 of the Real Property Article, Annotated Code of Maryland.

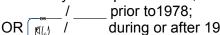
**18. SMOKE ALARM NOTICE:** Seller is hereby notified of changes in Maryland law regarding smoke alarms and smoke detectors (Section 9-101 et seq. of the Public Safety Article, Annotated Code of Maryland). The type of smoke alarm required in a dwelling depends upon the age of the property. As of January 1, 2018, among other changes, no alarm— battery powered or hard-wired— may be older than 10 years from the date of manufacture, and if battery powered, be sealed, tamper resistant units incorporating a silence/hush button, which use long-life batteries. There are penalties for non-compliance. Additionally, some jurisdictions have more stringent rules for new construction or for rentals. Seller is advised to verify compliance with the city or county in which the Property is located. Seller may view the smoke alarm requirements at: <a href="http://mgaleg.maryland.gov/mgawebsite/Laws/StatutesText?article=gps&section=9-101&enactments=false">http://mgaleg.maryland.gov/mgawebsite/Laws/StatutesText?article=gps&section=9-101&enactments=false.</a>

Seller acknowledges that Seller has read and understands the provisions of Paragraph 18. (Seller to initial):  $\frac{M\omega}{M}$  / \_\_\_\_

#### 19. LEAD-BASED PAINT:

A. LEAD-BASED PAINT HAZARD: Seller acknowledges that the Property, if constructed before 1978, is subject to Federal law (Title X) as to the presence of lead-based paint and/or lead-based paint hazards.

Seller represents and warrants to Broker, Broker's agents and cooperating brokers/agents, intending that they rely upon such warranty and representation, that the Property was constructed: (Seller to initial one):



 $OR \underbrace{[M]}_{I} / \underbrace{]}_{Seller}$  during or after 1978;  $OR \underbrace{]}_{I} / \underbrace{]}_{Seller}$  seller is uncertain as to the date of construction.

If Seller is uncertain as to the date the Property was constructed, Seller agrees that, for the purpose of the sale contemplated by this Agreement, the Property will be treated as though it had been constructed prior to 1978. If Title X applies to the Property, Seller agrees to comply fully with the requirements as set forth in the EPA and HUD Real Estate Notification and Disclosure Rule. Accordingly, if applicable, Seller is required to disclose to buyer, based upon Seller's actual knowledge, all known lead-based paint hazards in the Property and provide buver with any available reports in Seller's possession relating to lead-based paint or lead-based paint hazards applicable to the Property. Additionally, the Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards shall be attached and made a part of the Contract of Sale. For detailed information regarding the EPA and HUD Real Estate Notification and Disclosure Rule, Seller should visit:

https://www.epa.gov/lead/epa-and-hud-real-estate-notification-and-disclosure-rule guestions-and-answers.

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

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

Seller acknowledges that Seller has read and understands the provisions of Paragraph 19.B. (Seller to initial):

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

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

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

Seller acknowledges that the Property is (Seller to initial one): OR is <u>not</u> 1 served by public water or wastewater facilities for which deferred water and sewer charges have been established by a recorded covenant or declaration.

#### 21. OFFERS

**A. AUTHORITY TO DISCLOSE EXISTING OFFERS:** Seller is advised that prospective buyers or cooperating Brokers may inquire of Broker or Broker's Agents as to whether existing written offer(s) have been received for the purchase of the Property. The disclosure of the existence of written offer(s) could be either beneficial or detrimental to Seller. On the one hand, such disclosure could result in the interested buyer making the highest and best offer as promptly as possible. On the other hand, such disclosure could result in the interested buyer making the highest electing not to make an offer.

Seller: (Seller to initial one):

MU\_/\_\_\_ Authorizes; OR \_\_\_\_ / \_\_\_\_ Does Not Authorize

Broker or Broker's agents to disclose the existence of other written offers on the Property in response to inquiries from buyers or cooperating brokers. If disclosure is authorized, Broker or Broker's agents shall also disclose, if asked, whether an offer was obtained by the listing agent, another agent in Broker's firm, or by a cooperating broker. Such authority does not include the disclosure of the terms and conditions of such offer(s).

**B. PRESENTATION OF OFFERS:** Broker shall present to Seller in a timely manner all written offers and counter-offers, even if the Property is subject to an existing Contract of Sale unless Seller has waived the obligation in writing.

**22. HOME WARRANTY:** Broker <u>X</u> does or <u>does</u> not offer the opportunity for Seller to purchase a home warranty to be in force during the listing period and which will transfer to the buyer upon settlement. *(Seller to initial one):* 

/ Warranty desired. For policy to be effective, Seller must complete the necessary paperwork. Warranty Declined

23. NOTICE OF PROPERTY CONDITION DISCLOSURE/DISCLAIMER: Seller is advised that under Maryland Law (Real Property Article 10-702), the buyer is entitled to receive the Maryland Residential Property Disclosure And Disclaimer Statement ("disclosure/disclaimer statement"), a form provided by the Maryland Real Estate Commission, from the Seller. Seller must deliver the completed disclosure/disclaimer statement to the buyer on or before the buyer's entering into a Contract of Sale (offer to purchase) (with the exception of a Land Installment Contract, an Option to Purchase Agreement and a Lease Agreement containing an Option to Purchase provision, in which case the disclosure/disclaimer statement must be delivered to the buyer before the execution of the Contract by the buyer). A buyer who does not receive the disclosure/disclaimer statement on or before the execution of the offer by the buyer has the unconditional right upon written notice to the Seller or Seller's agent, to rescind the Contract of Sale at any time before the receipt of the disclosure/disclaimer statement or within five (5) days following receipt of the disclosure/disclaimer statement and to the immediate return of any deposit. However a buyer's right to rescind the Contract terminates if not exercised (A) before making a written application to a lender for a loan, if the lender discloses in writing at or before the time application is made that the right to rescind terminates upon submission of the application, or (B) within five (5) days following receipt of a written disclosure from a lender who has received the buyer's application for a mortgage loan, if the lender's disclosure states that the buyer's right to rescind terminates at the end of that five (5) day period. Maryland Law (Real Property Article 10-702) exempts certain transfers or sales from its application: A) the initial sale of a new home: (1) that has never been occupied; or (2) for which a certificate of occupancy has been issued within one year before the buyer and Seller enter into a Contract of Sale; B) certain transfers that are exempt from the state transfer tax; C) a sale by a lender acquiring real property by a foreclosure or deed-in-lieu of foreclosure; D) a sheriff sale, tax sale or sale by foreclosure, partition or by court-appointed trustee; E) a transfer by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship or trust; F) a transfer of single family residential real estate to be converted by the buyer into a use other than residential use or to be demolished; or G) a sale of unimproved property. Seller: (Seller to initial one):

**24. VIOLATION NOTICES:** Seller is advised that the Contract of Sale may require that Seller convey the Property free and clear of all violation notices, requirements noted or issued by any governmental authority (including without limitation, any permit violation notices), and actions in any court, against or affecting the Property.

#### 25. CONSERVATION EASEMENTS:

A. Seller is advised and acknowledges that if the Property is encumbered by one or more Conservation Easements or other restrictions limiting or affecting uses of the Property, Maryland law requires that Seller deliver to the buyer the required notice and copies of the easement(s). A buyer who does not receive the notice and copies of the easement(s) on or before entering into the contract for sale has the unconditional right upon written notice to the Seller or Seller's agent, to rescind the Contract of Sale at any time before the receipt of the notice and copies of the easement(s) or within five (5) days following receipt of the notice and copies of the easement(s) and to the immediate return of any deposit.

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- B. Seller hereby represents to Broker, and upon which representation Broker is entitled to rely; that: (Seller to initial one):
  - The Property IS NOT subject to one or more Conservation Easement(s) or other restrictions limiting or affecting uses of the Property; OR

2.	The Prope	erty IŠ	subje	ect to	one	or	mor	e Ć	onservation	Ea	sement(s)	or	other
	restrictions	limiting	g or	affect	ing	uses	of	the	Property,	as	follows:	(Selle	ər to
	check appli	cable C	onserv	vation B	Easer	ment(	′s)						

- <u>Maryland Environmental Trust</u>
- \_\_\_\_\_ Maryland Historical Trust
- \_\_\_\_\_ Maryland Agricultural Land Preservation Trust
- \_\_\_\_\_ Maryland Department of Natural Resources
- A County or Municipal Corporation, funded by the Maryland Department of Natural Resources, the Rural Legacy Program, or a local Agricultural
  - Preservation Program
- \_\_\_\_\_ Land Trust
  - Required by a permit issued by the Department of the Environment

If paragraph B.2. is initialed by Seller, Seller \_\_\_\_\_has **OR** \_\_\_\_\_has not (check one) provided a copy of the Conservation Easement(s) to Broker, and Seller acknowledges that it is Seller's sole obligation to obtain and deliver copies of the Conservation Easement(s) to buyer.

**26. INSURABILITY:** An informational brochure published by the Maryland Association of REALTORS®, Inc. titled "The New Reality of Property Insurance - What You Should Know" is available to explain current issues relative to obtaining insurance coverage for the Property.

**27. FLOOD DISCLOSURE NOTICE:** Seller is advised that the Property or part of the Property may be located in an area established by the government as a "flood plain" or otherwise in an area where flood insurance could be required. The National Flood Insurance Program ("NFIP") establishes flood insurance policy premiums based on the risk of flooding in the area where properties are located. Due to amendments to federal law governing the NFIP, those premiums are increasing, and in some cases will rise by a substantial amount over the premiums previously charged for flood insurance. As a result, premiums paid for flood insurance on the Property may not be indicative of premiums that will apply after the Property is purchased. Also, the State of Maryland in conjunction with the Federal Emergency Management Agency has been systematically updating flood insurance rate maps. The Property may be affected.

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

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

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

#### UNLESS each Seller:

1. Certifies, in writing, under the penalties of perjury, that the Seller is a resident of the State of Maryland or is a resident entity of the State of Maryland; **OR** 

2. Presents to the clerk of the circuit court for a county or the Maryland State Department of Assessments and Taxation a certificate issued by the Comptroller of the State of Maryland stating that: i) there is no tax due in connection with the sale or exchange of the Property; or ii) a reduced amount of tax is due from the Seller and the reduced amount is collected by the clerk of the circuit court for a county or the Maryland Department of Assessments and Taxation before recording or filing; (**NOTE:** If Seller intends to obtain a certificate from

the Comptroller's office, Seller should immediately contact the Comptroller at 1-800-MDTAXES. Obtaining the certificate requires a MINIMUM of three (3) weeks); **OR** 

3. Has satisfied the tax liability or has provided adequate security to cover such liability; OR

4. Certifies, in writing, under the penalties of perjury, that the Property being transferred is the Seller's principal residence.

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

**29. FOREIGN INVESTMENT TAXES - FIRPTA (Foreign Investment in Real Property Tax Act):** Section 1445 of the United States Internal Revenue Code of 1986 and applicable Treasury Department regulations adopted thereunder (the "Act") provide that a buyer of residential real property located in the United States must withhold federal income taxes from the payment of the purchase price under certain circumstances. Seller agrees to comply with the Internal Revenue Service reporting requirements. If applicable, Seller agrees to complete, sign, and deliver to the appropriate party a certificate indicating whether Seller is a foreign person or non-resident alien under the Act.

**30. FHA LOAN NOTICE:** If the current loan on the property is insured by the Federal Housing Administration, the loan shall be paid in full at settlement in accordance with FHA rules and regulations.

**31. LEGAL CONSTRUCTION:** This Agreement is binding upon the parties hereto, and their personal representatives, successors, heirs and assigns. If this Agreement is signed by more than one person, it shall constitute the joint and several obligations of each. This Agreement contains the entire Agreement of the parties and cannot be changed except by the written agreement of the parties hereto. Seller warrants that there are no other existing agreements or conditions other than as set forth herein. This is a legally binding Agreement; if not understood, seek competent legal, tax or other professional advice. Seller has not relied upon any statement or representation of Broker except as set forth in this Agreement. This Agreement shall be interpreted and construed in accordance with the laws of the State of Maryland.

32. ADDENDA: The Addenda marked below, which are hereby attached, are made a part of this Agreement.

Addendum

Maryland Non-Resident Seller Transfer Withholding Tax

Protect Your Family from Lead in Your Home

Notice & Disclosure of Deferred Water and Sewer Charges

X Consent for Dual Agency

Disclosure of Licensee/Employee Status

Federal Lead-Based Paint Disclosure

X Financial Condition of Property Disclosure

X Financial Condition of X Inclusions/Exclusions

X Lock Box

Maryland Lead Poisoning Prevention Program Disclosure

X Maryland Residential Property Disclosure/Disclaimer Statement

X Other Addenda/Special Conditions: Right to Farm

**RECEIPT OF COPY:** Seller acknowledges receipt of a copy of this Agreement at time of signing hereof.

Richard Ian Lynn Ir	12/23/2020	Benson & Mangold	
Seffer Barana	Date	Broker (Company Name)	
Richard Ian Lynn Jr		Luuk Mangold, Jr.	12/23/2020
Seller	Date	Brokerଙ୍କଦ୍ୟଧ୍ୟବାଡୀzed Representative Chuck Mangold, Jr.	Date

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## Mayland REALTORS®

#### FINANCIAL CONDITION OF PROPERTY DISCLOSURE ADDENDUM TO EXCLUSIVE RIGHT TO SELL RESIDENTIAL BROKERAGE AGREEMENT

ADDENDUM datedto Exclusive Right to Sell Residential Browners					
Agreement between Seller(s)	Ric	hard lan Lynn Jr			
and Broker Bens	son & Mangold	Chuck Mangold, Jr.			
for Property known as	1537	' Global Cir MD 21613-3753			
<ul><li>A (Check if applicable)</li><li>B. The Property is secured by a</li></ul>	The Property is not encumbered by first mortgage or Deed of Trust held	by PennyMAC			
in the approximate amount of		dollars (\$ \$85000.00 ).			
C. The Property is secured by a	second mortgage or Deed of Trust I	held by			
		dollars (\$).			
D. The Property is secure		or home equity line of credit held by amount of			
		dollars (\$).			
E. Seller is current on all paymer	nts for the loans identified in paragra	aphs B, C and D above.			
		and D above and has not received any notice(s) from ove regarding a default under the loan, threatened			
foreclosure, notice of foreclosure,					
		, or local income taxes; real property taxes; or unpaid			
condominium or homeowners ass					
	against Seller (including each owne				
	uptcy protection under United State	es law and is not contemplating doing so during the			
term of the Listing Agreement.					

J. If any statements in paragraphs E through I above are incorrect or untrue, Seller will provide additional information below:

Seller acknowledges that Broker and their real estate licensees affiliated with Broker are required by law to disclose to any potential buyer or any licensee cooperating in the sale of the Property, either as a Subagent or an agent for a prospective buyer, any information contained in paragraph J above. Seller acknowledges that the disclosure of information contained in paragraph J, is required to be disclosed by Broker and the real estate licensees affiliated with Broker as a material fact to prospective buyers under Maryland law.

During the term of the Listing Agreement, should any change occur with respect to answers A through J above, Seller shall immediately notify Broker and the listing agent in writing of such change.

Richard Ian Lynn Jr	12/23/2020		
Seller	Date	Seller	Date
Richard Ian Lynn Jr			
	10	/18	
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3831 Lvnn -1537 Global

Contract, this form may not be altered or modified in any form without the prior expressed written consent of Maryland REALTORS®.

Maŋ	land
RFAIT	ORS

#### LOCK BOX ADDENDUM TO EXCLUSIVE RIGHT TO SELL RESIDENTIAL BROKERAGE AGREEMENT OR EXCLUSIVE RIGHT TO LEASE RESIDENTIAL BROKERAGE AGREEMENT

ADDENDUM dated \_\_\_\_\_\_\_\_to Exclusive Right to Sell Residential Brokerage Agreement

or Exclusive Right to Lease Residential Brokerage Agreement between Seller or Lessor (Collectively referenced herein as

Seller")	R	Richard Ian Lynn Jr				
and Broker	Benson & Mangold	Chuck Mangold, Jr.				
		1537 Global Cir				
for Property known as	Cambridge, MD 21613-3753					

1. Upon execution of this Agreement, Broker will place or cause to be placed a lock box on Seller's Property in which the key to Seller's Property will be stored. Seller authorizes Broker to place a lock box on Seller's Property, and authorizes Broker, their agents, subagents and employees, licensed or certified appraisers, and other authorized users of the lock box services to access Seller's Property during the term of this Agreement. Seller, upon written notice to Broker, at any time, may terminate Broker's authority to place a lock box on the Property.

2. It is understood by Seller that there is a possibility that a person may use the lock box in an unauthorized manner, enter the Property and unlawfully remove personal property or destroy or damage the Property or personal property located therein. Accordingly, Seller agrees as follows:

(a) Seller acknowledges that Seller must take all necessary steps to safeguard and/or remove all valuables and other personal property now located in the Property.

(b) Seller acknowledges that it is not a requirement of Broker that Seller allow the use of a lock box. However, Seller has elected to use a lock box.

(c) If a tenant occupies the Property where the lock box will be placed, Seller acknowledges that Broker may not install the lock box upon the Property unless the Tenant consents to the use of said lock box as evidenced by the signature of the Tenant below.

(d) Seller acknowledges that neither the Broker, their agents, subagents and employees, other real estate licensees, licensed or certified appraisers, nor any local Board or Association of REALTORS® or other lock box service provider is an insurer against the loss or damage to Seller's Property, personal property or valuables. Seller acknowledges that Seller has been advised of the need to verify the existence of insurance for loss or damage to real and personal property, or to obtain such insurance through Seller's insurance agent.

3. In consideration of the Agreement of Broker named below to place or cause to be placed a lock box on the Property of the Seller, Seller hereby agrees that Seller shall hold harmless and indemnify Broker, their agents, subagents and employees, or other authorized users of the lock box services, licensed or certified appraisers who access the Property through the lock box, and the applicable REALTOR® board/association, its respective officers, directors, agents, servants and employees (collectively, the "Indemnified Parties"), of and from any liability for loss or damage sustained by Seller or others (except if such loss or damage is caused by any act of misconduct by the Indemnified Parties which is willful, wanton, reckless or amounts to gross negligence) as a result of the installation or use or unauthorized use of said lock box by anyone on the Property of Seller. Seller does hereby expressly assume all risks of loss or damage to the above described Property and its furnishings, personal property and contents, if any, including any and all loss or damage which may be caused by the unauthorized use of the lock box (except if such loss or damage is caused by any act of misconduct by the Indemnified Parties which is willful, wanton, reckless or amounts to gross negligence).





Lock Box Addendum to Exclusive Right to Sell or Lease Residential Brokerage Agreement

4. This Lock Box Addendum constitutes the sole agreement between the parties with respect to placing a lockbox on the Property. If for any reason any of the terms of this Addendum shall be deemed by a court of competent jurisdiction to be unenforceable, this Addendum will continue in full force and effect and the unenforceable terms and conditions shall be deemed modified to the extent necessary to make those terms and conditions enforceable. This Addendum shall be governed by, and construed and enforced in accordance with the laws of the State of Maryland.

5. Receipt of a copy of this Addendum is hereby acknowledged by Seller.

Richard Ian Lynn Jr	12/23/2020	Benson & Mangold	
Seffer/Eland	Date	Broker (Company Name)	
Richard Ian Lynn Jr			
		Unck Mangold, Jr.	12/23/2020
Seller/Landlord	Date	Broker of Authorized Representative	Date
		Chuck Mangold, Jr.	

TENANT: The Tenant and Seller have discussed the safeguarding and insuring, during the listing period, of personal property and valuables located within said Property. The undersigned Tenant has read and agrees to the above provisions and consents to placement of a lock box on the Property and agrees to be bound personally to the terms and conditions of this Agreement.

Receipt of a copy hereby acknowledged by Tenant.

Tenant

<u>.</u>....

Date

Tenant

Date

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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 or broker's designee, 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 <u>buyer</u> 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 <u>seller</u> has previously signed Consent for Dual Agency, the seller must **affirm** the seller's consent for the 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") shall 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 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 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 terminates the brokerage agreement, the seller must then either represent him or herself or arrange to be represented by another real estate company. If the buyer terminates the brokerage agreement, the simply to receive assistance from the seller's agent, from another agent in that company, or from a subagent from another company. Alternatively, the buyer may choose to enter into a written buyer agency agreement with a different broker/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

Be	enson & Mangold	act as a Dual Agent for me as th					
	(Firm Name)		-				
	1537 Global Cir	•					
<b>X</b> Seller in the sale of the pr	operty at: Cambridge, MI	D 21613-3753					
<b>Buyer</b> in the purchase of	a property listed for sale w	ith the above-referenc	ed broker.				
DocuSigned by:	12/23/2020						
Richard lan Lynn Jr		~!					
SignatulicaF40A	Date	Signature		Date			
Richard Ian Lynn Jr							
<b>AFFIRMATION OF PR</b>	IOR CONSENT TO	DUAL AGENCY					
• The undersigned <b>Buyer(s</b> )	hereby affirm(s) consent to	o dual agency for the f	following property:				
1537 Global Cir, Cambridge	, MD 21613-3753						
Property Address							
Signature	Date	Signature		Date			
• The undersigned Seller(s)	hereby affirm(s) consent to	dual agency for the E	Buyer(s) identified below:				
Name(s) of Buyer(s)							
Signature	Date	Signature		Date			
Richard Ian Lynn Jr							
	2 of	2					
eff. (10/1/19)	2 01	_					

For	INCLUSIONS/EXCLUSIONS AN LUSIVE RIGHT TO SELL RESIDE the sole purpose of assisting th is not to be part of th	INTIAL BROKERAGE AGREEM ne agent in preparing an offer a ne Contract of Sale	and
ADDENDUM dated	t	o Exclusive Right to Sell Reside	ential Brokerage Agreement
between Seller(s)	Ri	chard Ian Lynn Jr	
and Broker	Benson & Mangold		ngold, Jr.
	Caml		
INCLUSIONS/EXCLUSION unless otherwise negotiated	<b>S:</b> Seller intends for these items	marked below to be included	in the sale of the property
INCLUDED	INCLUDED	INCLUDED	INCLUDED
<ul> <li>[X] Clothes Dryer</li> <li>[X] Clothes Washer</li> <li>[] Cooktop</li> <li>[X] Dishwasher</li> <li>[] Drapery/Curtain Rods</li> <li>[] Draperies/Curtains</li> <li>[] Electronic Air Filter</li> <li>[X] Exhaust Fan(s) #</li> </ul>	<ul> <li>[ ] Exist. w/w Carpet</li> <li>[ ] Fireplace Screen Doors</li> <li>[ X ] Freezer</li> <li>[ ] Furnace Humidifier</li> <li>[ ] Garage Opener(s) #</li> <li>w/remote(s) #</li> <li>[ X ] Garbage Disposer</li> <li>[ ] Hot Tub, Equip. &amp; Cover</li> <li>[ ] Playground Equipment</li> <li>[ ] Pool, Equip. &amp; Cover</li> <li>[ X ] Refrigerator(s) # 1</li> </ul>	<ul> <li>Shades/Binds</li> <li>Storage Shed(s) #</li> <li>Storm Doors</li> <li>Storm Windows</li> <li>Stove or Range</li> <li>T.V. Antenna</li> <li>Trash Compactor</li> <li>Wall Mount T.V. Brackets</li> </ul>	<ul> <li>[ ] Water Filter</li> <li>[ ] Water Softener</li> <li>[ ] Window A/C Unit(s)</li> <li>#</li> <li>[ ] Window Fan(s)</li> <li>#</li> <li>[ ] Wood Stove</li> </ul>
ADDITIONAL INCLUSIONS	(Specity):		
EXCLUSIONS <i>(Specify)</i> : Na			

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

		,							· · · · · · · · · · · · · · · · · · ·		
Water Supply: Sewage Disposal:	-	] Public ] Public	[	] Well ] Septic							
Heating:	[	] Oil	ſ	] Gas	ſ	] Elec. [	] Heat Pump	ſ	] Other		
Hot Water:	ſ	] Oil	ſ	] Gas	ſ	] Elec. [	] Other	L			
Air Conditioning:	ĺ	] Gas	[X	] Elec.	ĺ	] Other	·				
Pocusigned by: Kichard lan lynn Jr				12/23/2	020						
Seller Richard Ian Ly	nn Jr			Date		Seller				Date	;
REALTOR®					1	0/19					

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Benson and Mangold, LLC, 31 Goldsborough Street Easton MD 21601 Phone: 4109248832 Chuck Mangold Produced with zipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48026 www.zipLogix.com

Maryland
REALTORS

#### DISCLOSURE OF LEASED ITEMS ADDENDUM TO RESIDENTIAL CONTRACT OF SALE

ADDENDUM dated			to Contract of Sale
between Buyer			
and Seller <u>Richard Ian Lynn</u> .	Jr		
for Property known as 1537 G	lobal Cir, Cambridge, N	ID 21613-3753	
The obligations of Buyer and	d Seller with respect to	the following leased items sh	all be as follows:
LEASED ITEM: a. Fuel Tank(s) b. Solar Panels c. Alarm System d. Water Treatment System e. Other f. Other g. Other h. Other			
All other terms and	d conditions of the Cor	ntract of Sale remain in full for	
Buyer Signature	Date	Kichard Ian Lynn Jr Seiller Signature Richard Ian Lynn Jr	12/23/2020 Date
Buyer Signature	Date	Seller Signature	Date
	. For use by REALTOR® member	<b>0/17</b> rrs of Maryland REALTORS® only. Except a rior expressed written consent of Maryland I	



#### 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	Richard Ian Lynn Jr	for Property
known as	1537 Global Cir, Cambridge, MD 21613-3753	

NOTE: This notice does <u>not</u> 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.

RUJ

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Seller

Buyer	
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Page 1 of 2 10/17

Benson and Mangold, LLC, 31 Goldsborough Street Easton MD 21600 Chuck Mangold Produced with zipFor

h Street Easton MD 21601	Phone: 4	109248832	Fax: 4107413831
	18070 Fifteen Mile Road, Fraser, Michigan 48026		

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.

-DocuSigned by

		Richard Ian Lynn Ir	12/23/2020
Buyer's Signature	Date	Seller's Signature	Date
		Richard Ian Lynn Jr	
Buyer's Signature	Date	Seller's Signature	Date
		Uurk Mangold, Jr. 🔛	12/23/2020
Agent's Signature	Date	Agent s^Signature	Date
		Chuck Mangold, Jr.	

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#### MARYLAND RESIDENTIAL PROPERTY DISCLOSURE AND DISCLAIMER STATEMENT

Property Address: 1537 Global Cir, Cambridge MD 21613

1	5	
Legal	Descriptio	on:

#### NOTICE TO SELLER AND PURCHASER

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

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

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

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

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

#### MARYLAND RESIDENTIAL PROPERTY DISCLOSURE STATEMENT

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

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

How long have you owned the property?

Property System: Water	r, Sewage, He	ating & Air Condi	tioning (Answer a	ll that apply)		
Water Supply	[ ] Public	[ ] Well	[]0	other		
Sewage Disposal	[] Public	[] Septic Sy	stem approved for	(# of bedrooms	) Other Type	
Garbage Disposal	[]Yes	[ ] No				
Dishwasher	[ ] Yes	[ ] No				
Heating	[ ] Oil	[ ] Natural Gas	[ ] Electric	[ ] Heat Pump Age	e [] Other	
Air Conditioning	[ ] Oil	[ ] Natural Gas	[ ] Electric	[ ] Heat Pump Age	e [] Other	
Hot Water	[_] Oil	[] Natural Gas	[] Electric Ca	apacity Age	e [] Other	·
			Page 1 of 4			
Goldsborough, 31 Goldsborough Street	Easton, MD 21601			Phone: 410-924-8832	Fax: 4107413831	Chuck Listing -

Chuck Margold Produced with zipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48026 www.zipLogix.com

Please indicate your actual knowledge with respect to the following:
1. Foundation: Any settlement or other problems?       [] Yes       [] Unknown         Comments:
2. Basement: Any leaks or evidence of moisture?       [] Yes       [] 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       [] Unknown         Comments:
6. Heating Systems: Is heat supplied to all finished rooms?       [] Yes       [] Unknown         Comments:
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:
<ul> <li>8. Electric Systems: Are there any problems with electrical fuses, circuit breakers, outlets or wiring?</li> <li>[] Yes</li> <li>[] No</li> <li>[] Unknown</li> <li>Comments:</li> </ul>
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       [] Unknown         Comments:
Home water treatment system: [] Yes [] No [] Unknown
Comments:
Comments: Are the systems in operating condition?
Comments:
11. Insulation:
In exterior walls? [_] Yes [_] No [_] Unknown
In ceiling/attic?
In any other areas? [_] Yes [_] No Where?
Comments:
<ul> <li>12. Exterior Drainage: Does water stand on the property for more than 24 hours after a heavy rain?</li> <li>[] Yes</li> <li>[] Unknown</li> </ul>
Comments:
Are gutters and downspouts in good repair? [_] Yes [_] No [_] Unknown Comments:
Page 2 of 4

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13. Wood-destroying insects: Any infestation and/or prior damage? [_] Yes [_] No [_] Unknown Comments:
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?
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:
<ul> <li>18. Is the property subject to any restriction imposed by a Home Owners Association or any other type of community association?</li> <li>[] Yes</li> <li>[] No</li> <li>[] Unknown If yes, specify below</li> </ul>
19. Are there any other material defects, including latent defects, affecting the physical condition of the property?          [] Yes       [] Unknown         Comments:
NOTE: Seller(s) may wish to disclose the condition of other buildings on the property on a separate RESIDENTIAL PROPERTY DISCLOSURE STATEMENT.
The seller(s) acknowledge having carefully examined this statement, including any comments, and verify that it is complete and accurate as of the date signed. The seller(s) further acknowledge that they have been informed of their rights and obligations under §10-702 of the Maryland Real Property Article.
Seller(s) Date
Seller(s) Date
The purchaser(s) acknowledge receipt of a copy of this disclosure statement and further acknowledge that they have been informed of their rights and obligations under §10-702 of the Maryland Real Property Article.
Purchaser Date
Purchaser Date

#### MARYLAND RESIDENTIAL PROPERTY DISCLAIMER STATEMENT

NOTICE TO SELLER(S): Sign this statement only if you elect to sell the property without representations and warranties as to its condition, except as otherwise provided in the contract of sale and in the listing of latent defects set forth below; otherwise, complete and sign the RESIDENTIAL PROPERTY DISCLOSURE STATEMENT.

Except for the latent defects listed below, the undersigned seller(s) of the real property make no representations or warranties as to the condition of the real property or any improvements thereon, and the purchaser will be receiving the real property "as is" with all defects, including latent defects, which may exist, except as otherwise provided in the real estate contract of sale. The seller(s) acknowledge having carefully examined this statement and further acknowledge that they have been informed of their rights and obligations under §10-702 of the Maryland Real Property Article.

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

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

Does the seller(s) have actual knowledge of any latent defects? [] Yes	[ <u>x</u> ] No	If yes, specify:
DocuSigned by:		
Seller Kichard lan lynn Jr	Date _	12/23/2020
Seller	Date _	

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



BENSON AND MANGOLD REAL ESTATE

#### RIGHT TO FARM

#### REAL ESTATE TRANSFER DISCLOSURE STATEMENT

THIS DISCLOSURE STATEMENT CONCERNS THE REAL PROPERTY LOCATED IN THE COUNTY OF **Dorchester**, STATE OF MARYLAND, DESCRIBED AS <u>1537 Global Cir</u>

\_\_\_\_\_, Cambridge , 21613-3753 THIS STATEMENT IS A DISCLOSURE OF THE EXISTENCE OF THE <u>Dorchester</u> COUNTY RIGHT TO FARM LAW IN COMPLIANCE WITH THE CODE OF PUBLIC LOCAL LAWS OF <u>Dorchester</u> COUNTY, THE RIGHT TO FARM LAW.

#### **SELLERS 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.

 Dorchester
 COUNTY ALLOWS AGRICULTURAL OPERATIONS (as defined in the

 Dorchester
 County Right to Farm Law) 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), the use of irrigation, vibration, the

 storage and disposal of manure, and the application by spraying or otherwise of chemical fertilizers, soil amendments,

 and pesticides.
 Dorchester

 County has determined the 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.

**Dorchester** County has established a reconciliation committee to assist in the resolution of disputes which might arise between persons in this county regarding whether agricultural operations conducted on agricultural lands are causing an interference with the reasonable use and enjoyment of land or personal well being and whether those operations are being conducted in accordance with generally accepted agricultural practices. If you have any questions concerning this policy or the reconciliation committee, please contact the **Dorchester** County Planning Department for additional information.

	-Docusigned by: Richard Ian Lynn Ir	(DATE)	12/23/2020
R	ichard fam Lynn Jr		
(SELLER)		(DATE)	

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

(BUYER)	(DATE)
. ,	, , , , <u></u> , , , , <u></u>
(BUYER)	(DATE)

#### IF YOU DESIRE LEGAL ADVICE, CONSULT YOUR ATTORNEY







#### NOTICE AND DISCLOSURE OF DEFERRED WATER AND SEWER CHARGES

Contract of Sale between Buyer \_\_\_\_\_\_ and Seller <u>Richard Ian Lynn Jr</u> for Property known as **1537 Global Cir, Cambridge, MD 21613-3753** 

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 <u>DURING CONSTRUCTION</u> ALL OR PART OF THE PUBLIC WATER OR WASTEWATER FACILITIES CONSTRUCTED BY THE DEVELOPER. THE FEE OR ASSESSMENT IS \$ <u>350.00</u>, PAYABLE (annually, quarterly, monthly, etc.) <u>Annually</u> UNTIL (DATE) July 1, 2048 TO (NAME & ADDRESS) <u>Blackwater Utilities, LLC, 10176 Baltimore National Pike Ste 210, Ellicott City MD 21042</u>

#### (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) <u>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.</u>

		Richard lan lynn Jr	12/23/2020
Buyer Signature	Date	Sellier Signature	Date
		Richard Ian Lynn Jr	
Buyer Signature	Date	Seller Signature	Date
REALTOR*		10/17	EQUAL HOLISMS
©Copyright 2017 Maryland REALTOR	3	nbers of Maryland REALTORS® only. Except as r e prior expressed written consent of Maryland RE/	<b>o</b> , ,

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

## **BENSON AND MANGOLD**

## REAL ESTATE TRANSFER DISCLOSURE STATEMENT

# THIS DISCLOSURE STATEMENT CONCERNS THE REAL PROPERTY LOCATED IN THE<br/>COUNTY OF DORCHESTER, STATE OF MARYLAND, DESCRIBED AS1537 Global CirCambridge21613-3753

#### RIGHT TO OPERATE SEAFOOD INDUSTRY REAL ESTATE TRANSFER DISCLOSURE

## Notice to Buyer

DORCHESTER COUNTY ALLOWS SEAFOOD INDUSTRY OPERATIONS (as defined in the Dorchester County Seafood Industry Right to Work Chapter 126 of The Dorchester County Code.) You may be subject to inconveniences or discomforts arising from such operations, including but not limited to boats leaving and returning at different hours of the day, odors, fumes and noises associated with the maintenance of boats and any and all other equipment, noise, smell and presence of machinery and equipment associated with commercial seafood operating at various hours, including but not limited to workers, boats, generators, refrigeration, ice making, refrigerated trucks, chum trucks, all other trucks, boilers, steam generators, boats, cooking, fork lifts, heating equipment, cooling equipment, soft crab shedding equipment and lighting. Dorchester County has determined that inconveniences or discomforts associated with such seafood industry 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 seafood industry practices. Dorchester County has established a reconciliation committee to assist in the resolution of disputes which might arise between persons in this County regarding whether seafood industry operations 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 seafood industry practices.

Seller: Kichard lan lynn Jr Richard län Lynn Jr	_Date:	12/23/2020
Richard lan Lynn Jr Seller:	_ Date: _	
I/WE ACKNOWLEDGE RECEIPT OF A COPY OF THIS STATEMENT:		
Buyer:	_ Date: _	
Buyer:	_Date: _	
IF YOU DESIRE LEGAL ADVICE , CONSULT YOUR ATTORNEY.		

4/07/08

## ADDENDUM TO EXCLUSIVE LISTING AGREEMENT

PROPERTYADDRESS:	1537 Global Cir Cambridge, MD 21613-3753
This addendum becomes part of and	The EXCLUSIVE LISTING AGREEMENT, between Benson and Mangold <b>Richard Ian Lynn Jr</b> Owner(s).
ONLY T	HOSE PROVISIONS NOTED BELOW APPLY
2. Extend Listing term from to continue through	to \$
4. x No MLS until marketing	nent as of
	on Internet Yes No
All other terms and conditions of	f the Listing Agreement remain in full force and effect.
Richard Ian Lynn Ir	12/23/2020
Seller Richard Ian Lynn Jr	Date
Seller	Date
<b>29149 Sanderstown Rd, Trappe</b> Address	e, MD 21673-1958
Telephone	Date
REALTOR®	Benson and Mangold, LLC 24 N. Washington Street, Easton, MD 21601 1/2011

## Seller Questionnaire

Access
Do you have an alarm system? Provider
If you have a gated entrance, how do we gain access?
Sign
Sign If allowed, may we place a sign in your yard? At your dock?
If allowed, may we place a sign in your yard? At your dock?
Grounds
Underground sprinklers on the property? Service Provider
Lawn service provider
Invisible fence? No Provider
Pool
Saltwater or Chlorine?
Liner, gunite, or concrete? Service Provider
litilities
Utilities Delmarva electric
Utilities Electric Service
Utilities       Delmarva electric         Electric Service
Utilities Electric Service
Utilities       Delmarva electric         Electric Service
Utilities       Delmarva electric         Electric Service
Utilities       Delmarva electric         Electric Service
Utilities       Delmarva electric         Electric Service

## **Other Information Needed**

Copy of your title insurance policy, copy of your flood insurance policy or elevation certificate, any

surveys, plats, road maintenance agreements, condominium information you may have.

#### Authorization to Share Utility History

Electric:
To:
Account #:
Owner:
Water:
To:
Account #:
Owner:
Natural Gas/Bottled Gas/Oil Tank:
To:
Account #:
Owner:
For the Property located at:
1537 Global Cir, Cambridge MD 21613

I/We authorize you to release any utility history information on the above referenced property to Chuck Mangold, Jr., Associate Broker and Suzanne Silverstein, Licensed Assistant.

DocuSigned by: Kichard lan lynn Jr Ownfer<sup>2B7BE1FAF40A</sup>...

Owner