

APPENDIX B  
REAL ESTATE TRANSFER DISCLOSURE STATEMENT

THIS REAL ESTATE TRANSFER DISCLOSURE STATEMENT CONCERNS THE REAL PROPERTY LOCATED IN WASHINGTON COUNTY, STATE OF MARYLAND, DESCRIBED AS 15618 National Pike. THIS STATEMENT IS A DISCLOSURE OF THE EXISTENCE OF THE RIGHT TO FARM ORDINANCE FOR WASHINGTON COUNTY ("THE ORDINANCE") AS REQUIRED BY THE ORDINANCE.

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.

WASHINGTON COUNTY ALLOWS AGRICULTURAL OPERATIONS (as defined in the Ordinance) WITHIN THE COUNTY. You may be subject to inconveniences or discomfort arising from such operations, including but not limited to noise, odors, fumes, dust, flies, the operation of machinery of any kind during any 24-hours period (including aircraft), vibration, the storage and disposal of manure, and the application by spraying or otherwise of chemical fertilizers, soil amendments, and pesticides. Washington County has determined that inconveniences or discomforts associated with such agricultural operations, shall not be considered to be an interference with the reasonable use and enjoyment of land, if such operations are conducted in accordance with Generally Accepted Agricultural Management Practices. Washington County has established a reconciliation board to assist in the resolution of disputes that 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 board, please contact the Washington County Planning Department for additional information.

Seller: *Dora A. Simmons* Date: 07/20/2009  
DORA A SIMMONS

Seller: \_\_\_\_\_ Date: \_\_\_\_\_

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

Buyer: \_\_\_\_\_ Date: \_\_\_\_\_

Buyer: \_\_\_\_\_ Date: \_\_\_\_\_

IF YOU DESIRE LEGAL ADVICE CONCERNING THE EFFECT OF THIS DISCLOSURE,  
PLEASE CONSULT YOUR ATTORNEY.

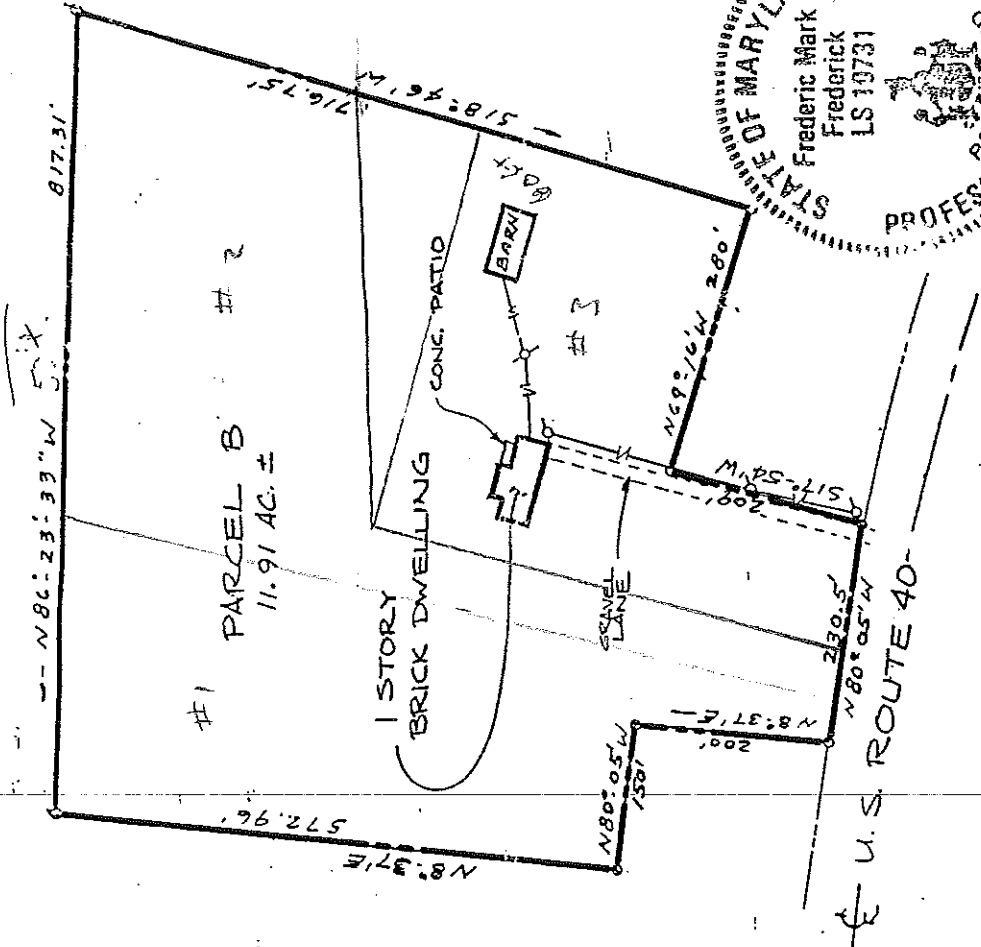
EXIT FIVE STAR REALTY 5 South Main St P.O.Box 310, Hagerstown MD 21703  
Phone: 3018247024 Fax: (301) 824-7132  
Roberto Gonzalez

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Dora A. Simmons

*you see - topographic Associates  
Conservation*

PROPOSED 4/05  
#1



STATE OF MARYLAND  
 Frederick Mark  
 Frederick  
 LS 19731  
 REGISTERED PROFESSIONAL LAND SURVEYOR

House Location Survey  
 For  
 Clair E. & Dora A. Simmons  
 Located At  
 Route 2, Box 141 A  
 Hagerstown, MD

Note: Dwelling does not lie in the 100 year flood plain per flood insurance maps.

Parcel being all of Parcel 'B' on the simplified plat of subdivision for Silas Martin recorded in Liber 826, folio 122 among the Land Records of Washington County, Maryland.

**SURVEYOR'S CERTIFICATION**

I hereby certify that the dwelling and/or improvements shown hereon are within the metes and bounds of the lands conveyed to Stephen D. Martin and Ella Mae Martin by Silas S. Martin and Martha R. Martin, his wife by deed dated April 7, 1988 and recorded in the Land Records of Washington County, Maryland in Liber 872, folio 579 and that the improvements shown hereon were located by accepted field practices and include permanent visible structures and surface encroachments if any that exist on the subject property at the date of survey dated October 9, 1990. This plat is not for determining property lines, but prepared for exclusive use of present owners of property and also those who purchase, mortgage, or guarantee the title thereto at this time of settlement and as to them I warrant the accuracy of this plat. No title report furnished.

*Frederick M. Frederick*

OCT 10 1990

DISTRICT NO. 23 TAX MAP NO. 36-13-107 JOB NO. HL-3023,1

DRAWING NO. 1 OF 1	
DRAWN BY: DAH	DATE: 10-09-90
CHECKED BY: FmF	DATE: 10-9-90
SCALE: 1" = 200'	

**FREDERICK, SEIBERT ASSOCIATES, INC.**  
 ENGINEERS • SURVEYORS • LANDSCAPE ARCHITECTS  
 128 SOUTH POTOMAC STREET  
 HAGERSTOWN ~ MARYLAND

PHONE: (301) 791-3650



STATE OF MARYLAND  
REAL ESTATE COMMISSION

## Understanding Whom Real Estate Agents Represent

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

### Agents Who Represent the Seller

**Seller's Agent:** A seller's agent works for the real estate company that lists and markets the property for the sellers, or landlords, and exclusively represents the sellers or landlords. That means that he or she may assist the buyer or tenant in purchasing or renting the property, but his or her duty of loyalty is only to the sellers or landlords. The seller pays the seller's agent's fees as specified in a written listing agreement.

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

### Agents Who Represent the Buyer

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

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

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

### Dual Agents

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

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

Form # 1301G.1

1/99

EXIT FIVE STAR REALTY, 5 South Main St P.O.Box 310, Hagerstown MD 21703  
Phone: 3018247024 Fax: (301) 824-7132 Roberto Gonzalez

Dora A. Simmon

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

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

- >Real estate agents are obligated by law to treat all parties to a real estate transaction honestly and fairly. They must exercise reasonable care and diligence and maintain the confidentiality of clients. They must not discriminate in the offering of properties; they must promptly present each written offer or counteroffer to the other party; and they must answer questions truthfully.
- >Real estate agents must disclose all material facts that they know or should know relating to a property. An agent's duty to maintain confidentiality does not apply to the disclosure of material facts about a property.
- >All agreements with real estate agents should be in writing and should explain the duties and obligations of the agent. The agreement should explain how the agent will be paid and any fee-sharing agreements with other agents.
- >You have the responsibility to protect your own interests. You should carefully read all agreements to make sure they accurately reflect your understanding. A real estate agent is qualified to advise you on real estate matters only. If you need legal or tax advice, it is your responsibility to consult a licensed attorney or accountant.

Any complaints about a real estate agent may be filed with the Real Estate Commission at 500 North Calvert Street, Baltimore, MD 21202. (410) 230-6200.

This notice is information required by law and is NOT A CONTRACT

We, the  Sellers/Landlord  Buyers/Tenants acknowledge receipt of a copy of this disclosure and

that Exit Five Star Realty (firm name)

And Roberto Gonzalez (salesperson) are working as:

- Seller/landlord's agent
- Cooperating agent
- Buyer's agent
- Dual agent (See Consent for Dual Agency form)  
(you may check more than one box)

Signature Dora A. Simmons Date 07/20/2009

Signature \_\_\_\_\_ Date \_\_\_\_\_

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

Signature of agent \_\_\_\_\_ Date \_\_\_\_\_

Name of individual to whom disclosure was made \_\_\_\_\_

Name of individual to whom disclosure was made \_\_\_\_\_

Form # 1301G.1

1/99