



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 Talbot, STATE OF MARYLAND, DESCRIBED AS 175 acres Old Trapper Rd Trappe MD  
THIS STATEMENT IS A DISCLOSURE OF THE EXISTENCE OF THE Talbot COUNTY RIGHT TO FARM LAW IN COMPLIANCE WITH THE CODE OF PUBLIC LOCAL LAWS OF Talbot 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.

Talbot COUNTY ALLOWS AGRICULTURAL OPERATIONS (as defined in the Talbot 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. Talbot 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.

Talbot 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 Talbot County Planning Department for additional information.

(SELLER) [Signature] (DATE) \_\_\_\_\_

(SELLER) \_\_\_\_\_ (DATE) \_\_\_\_\_

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

(BUYER) \_\_\_\_\_ (DATE) \_\_\_\_\_

(BUYER) \_\_\_\_\_ (DATE) \_\_\_\_\_

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



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

ADDENDUM dated \_\_\_\_\_ to Contract of Sale

between Buyer \_\_\_\_\_

and Seller Peter Sheaffer

for Property known as 175 Ac. Old Trappe Rd Trappe MD

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

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

*None*

ADDITIONAL TERMS OF AGREEMENT: \_\_\_\_\_

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

X \_\_\_\_\_ Date Peter Sheaffer Date

Buyer Signature Seller Signature

\_\_\_\_\_  
Buyer Signature Date Seller Signature Date



10/17



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

Contract of Sale between Buyer \_\_\_\_\_  
and Seller Peter Shestler  
for Property known as 175 N Old Trappe Rd Trappe MD

Pursuant to Section 14-117(a)(5) of the Real Property Article of the Annotated Code of Maryland, the following Notice applies to the resale of residential real property that is served by public water or wastewater facilities for which deferred water and sewer charges have been established by a recorded covenant or declaration. **This law does not apply in a county that has adopted a disclosure requirement that is substantially similar to the disclosure requirements under this law.**

**NOTICE REQUIRED BY MARYLAND LAW REGARDING DEFERRED WATER AND SEWER CHARGES**

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

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

**If a Seller subject to this law fails to comply:**

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

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

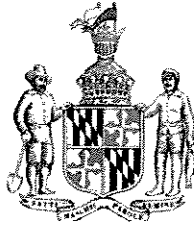
*[Signature]*  
Buyer Signature \_\_\_\_\_ Date \_\_\_\_\_

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

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

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





STATE OF MARYLAND  
REAL ESTATE COMMISSION

## Consent for Dual Agency

*(In this form, the word "seller" includes "landlord", "owner" includes "tenant" and "trihuse" or "site" 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 buyer has previously signed Consent for Dual Agency, the buyer must **affirm** the buyer's consent for the purchase of a particular property before an offer to purchase is presented to the seller. If the seller has previously signed Consent for Dual Agency, the seller must **affirm** the seller's consent for the sale of the property to a particular buyer before accepting an offer to purchase the property. The **affirmation** is contained on Page 2 of this form.

### Your Choices Concerning Dual Agency

In a possible dual agency situation, the buyer and seller have the following options:

1. **Consent in writing to dual agency.** If all parties consent in writing, the real estate broker or the broker's designee (the "dual agent") 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's agreement is terminated, the seller must then either represent him or herself or arrange to be represented by another real estate company. If the buyer's agreement is terminated, the buyer may choose not to be represented by an agent of his or her own but simply to receive assistance from the seller's agent, from another agent in that company, or from a 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

Benson & Margolis  
(Firm Name)

act as a Dual Agent for me as the

Seller in the sale of the property at: 175 ac Old Trappe Rd Trappe MD

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

[Signature]

Signature

Date

Signature

Date

## AFFIRMATION OF PRIOR CONSENT TO DUAL AGENCY

- The undersigned **Buyer(s)** hereby affirm(s) consent to dual agency for the following property:

Property Address

Signature

Date

Signature

Date

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

Name(s) of Buyer(s)

Signature

Date

Signature

Date

Bay East Title  
File No. 1574J-15

CERTIFICATION IS MADE THAT ALL TAXES  
DUE ON THE PROPERTY INDICATED IN  
THIS DEED HAVE BEEN PAID.  
FINANCE OFFICER OF TALBOT COUNTY  
R ANDREW HOLLIS, FIN. OFFICER

DEED

This Deed, made this 5<sup>th</sup> day of March, 2015, by and between MICHAEL LYONS,  
also known as MICHAEL D. LYONS, GRANTOR; and PETER G. SHEAFFER,  
GRANTEE.

DATE 3/9/2015 J

- Witnesseth -

**THAT for and in consideration** of the sum of **ONE MILLION TWO HUNDRED FIFTY THOUSAND DOLLARS (\$1,250,000.00)**, the receipt whereof is hereby acknowledged, the said GRANTOR does grant and convey to the said GRANTEE, Peter G. Sheaffer, his heirs, personal representatives and assigns, in fee simple, all that lot of ground situate in the County of Talbot, State of Maryland and described as follows, that is to say:

ALL that lot or parcel of land, situate, lying and being in the County of Talbot, State of Maryland, and described as follows, to wit:

See Legal Description of The Lands of Michael Lyons In The Town of Trappe Talbot County, Maryland dated February 18, 2015.

Attached Hereto as Exhibit A

BEING part of the same lands granted and conveyed unto said Michael Lyons by deed from L. Clark Ewing and Marie L. Miller, Personal Representatives of the Estate of Henry P. Mushaw, deceased, dated the 6<sup>th</sup> day of August, 1985, and recorded among the Land Records of Talbot County, State of Maryland, in Liber No. 603 folio 573.

SUBJECT, nevertheless, to the cemetery as set forth and described on a plat entitled, "Map of Land Belonging to Thomas Mushaw, Trappe District, Talbot County, Maryland", dated March, 1916, by Kasthuber & Anderson, Civil Engineers and Surveyors, recorded among the Plat Records of Talbot County, Maryland, in Liber PRIOR 1931 folio 39, and further referenced in Land Record Book No. 173 folio 130.

**FURTHER SUBJECT**, to all restrictions, existing easements, rights of way and agreements for roadways, electric transmission lines and telephone lines and the service and maintenance thereof.

**FURTHER TOGETHER** with the buildings and improvements thereon erected, made or being; and all and every, the rights, alleys, ways, waters, privileges, appurtenances and advantages thereto belonging, or in anywise appertaining.

**TO HAVE AND TO HOLD** the said tract of ground and premises above described and mentioned, and hereby intended to be conveyed, together with the rights, privileges, appurtenances and advantages thereto belonging or appertaining unto and to the proper use and benefit of the said Peter G. Sheaffer, his heirs, personal representatives and assigns, in fee simple.

LIBER 2242 FOLIO 159

TALBOT COUNTY CIRCUIT COURT (Land Records) MAS 2242, p. 0160, MSA\_CE91\_2181. Date available 03/11/2015. Printed 03/12/2018.

AND the said GRANTOR hereby covenants that he has not done or suffered to be done any act, matter or thing whatsoever, to encumber the property hereby conveyed; that he will warrant specially the property hereby granted; and that he will execute such further assurances of the same as may be requisite.

IN WITNESS WHEREOF, Grantor has caused this Deed to be properly executed and sealed the day and year first above written.

WITNESS:

[Signature]

Michael Lyons (SEAL)  
Michael Lyons, also known as  
Michael D. Lyons

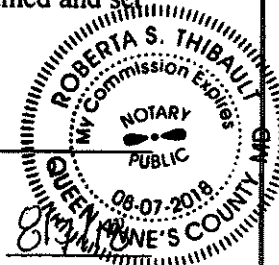
STATE OF Maryland, COUNTY OF Queen Anne's, TO WIT:

I hereby certify that on this 5 day of March, 2015, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared **Michael Lyons, also known as Michael D. Lyons**, known to me (or satisfactorily proven) to be the within Grantor, and he did acknowledge the foregoing Deed to be his act for the uses and purposes therein contained and set forth.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

**THIS IS TO CERTIFY THAT THE PROPERTY DESCRIBED  
HEREIN HAS BEEN TRANSFERRED ON THE ASSESSMENT  
RECORDS OF TALBOT COUNTY.**

[Signature]  
Notary Public



My commission expires:

DAVID H. EWING  
SUPERVISOR OF ASSESSMENTS

PER Andrew Hollis, FIN. OFFICER  
3/11/15 FOLIO

THIS IS TO CERTIFY that the within Deed was prepared by, or under the supervision of the undersigned, an Attorney duly admitted to practice before the Court of Appeals of Maryland.

[Signature]  
Joseph A. Stevens, Attorney at Law

TALBOT COUNTY FINANCE OFFICE

RECORDATION TAX

AMT: \$15,000.00

DATE: 3/9/2015

INITIALS: Rbenson

Prop ID: 03-119971

AFTER RECORDING, PLEASE RETURN TO:

Bay East Title

114 West Water Street

Centreville, MD 21617

Agricultural Transfer Tax Due in the  
Amount of \$ 0

David H. Ewing  
Supervisor of Assessments  
Per [Signature]

LIBER 2242 FOLIO 160