



DISCLOSURE OF INCLUSIONS/EXCLUSIONS, LEASED ITEMS, AND UTILITIES ADDENDUM

UPON EXECUTION BY BUYER AND SELLER, THIS DOCUMENT WILL BECOME AN **ADDENDUM** TO THE CONTRACT OF SALE

SELLER'S DISCLOSURE made on **August 5, 2025** ■ ADDENDUM to Contract of Sale dated _____
 between Buyer _____
 and Seller **MCCANTS REVOCABLE TRUST**
 for Property known as **1118 Futurity Street, Frederick, MD 21702**.

1. INCLUSIONS/EXCLUSIONS. Included in the purchase price are all permanently attached fixtures, including all smoke detectors (and, carbon monoxide detectors, as applicable). Certain other **now existing items** which may be considered personal property, whether installed or stored upon the property, **are included if box below is checked**.

- | | | | |
|---|--|---|--|
| ☐ Alarm System | ☒ Exist. W/W Carpet | ☐ Playground Equipment | ☐ TV Antenna |
| ☒ Ceiling Fan(s) # <u>all</u> | ☒ Fireplace Screens/Doors | ☐ Pool, Equipment & Cover | ☐ Trash Compactor |
| ☐ Central Vacuum | ☒ Fireplace Equipment | ☒ Refrigerator(s) # _____ | ☒ Wall Mount TV Brackets |
| ☐ Clothes Dryer | ☐ Freezer | ☒ w/ Ice Maker(s) # _____ | ☐ Wall Oven(s) # _____ |
| ☒ Clothes Washer | ☐ Furnace Humidifier | ☐ Satellite Dish | ☐ Water Filter |
| ☐ Cooktop | ☒ Garage Opener(s) # _____ | ☒ Screens | ☒ Water Softener |
| ☒ Dishwasher | ☒ Garage remote(s) # _____ | ☒ Shades/Blinds | ☐ Window A/C Unit(s) # _____ |
| ☒ Drapery/Curtain Rods | ☒ Garbage Disposal | ☐ Storage Shed(s) # _____ | ☐ Window Fan(s) # _____ |
| ☒ Draperies/Curtains | ☐ Hot Tub, Equipment & Cover | ☐ Storm Doors | ☐ Wood Stove |
| ☐ Electronic Air Filter | ☐ Intercom | ☐ Storm Windows | |
| ☒ Exhaust Fan(s) # _____ | ☒ Microwave | ☒ Stove or Range | |

ADDITIONAL INCLUSIONS (SPECIFY): tv over the fireplace

ADDITIONAL EXCLUSIONS (SPECIFY): _____

2. LEASED ITEM(S) INCLUDED:

- | | |
|---|--------------------------------------|
| ☐ Fuel Tank(s) | ☐ Other _____ |
| ☐ Solar Panels | ☐ Other _____ |
| ☐ Alarm System | ☐ Other _____ |
| ☐ Water Treatment System | ☐ Other _____ |

ADDITIONAL TERMS AND/OR INFORMATION REGARDING LEASED ITEM(S): _____

3. UTILITIES: WATER, SEWAGE, HEATING, AND AIR CONDITIONING (check all that apply):

- | | | | |
|------------------|--|--|--|
| Water Supply | ☒ Public | ☐ Well | |
| Sewage Disposal | ☒ Public | ☐ Septic | ☐ Other _____ |
| Heating | ☒ Gas | ☐ Electric | ☐ Oil ☐ Heat Pump ☐ Other _____ |
| Hot Water | ☒ Gas | ☐ Electric | ☐ Oil ☐ Other _____ |
| Air Conditioning | ☐ Gas | ☒ Electric | ☐ Other _____ |

Utility Service Providers: potomac edison, washington gas, xfinity

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

Buyer Signature _____ Date _____

Buyer Signature _____ Date _____

Signed by: Krystal McCants 8/6/2025

Seller Signature _____ Date _____
MCCANTS REVOCABLE TRUST

Signed by: Danien McCants 8/5/2025

Seller Signature _____ Date _____





The City of Frederick Disclosure Statement

This disclosure statement concerns the real property located within The City of Frederick, State of Maryland, described as: 1118 Futurity Street

The following are representations made by the Buyer and Seller in a contract for sale of residential real property within The City of Frederick and are not the representations of the agent(s), if any,

A. Review of Maps, Plans, Land Management Code, Airport and Historic Preservation Overlay Areas:

Section 12.5-30 of the Frederick City Code affords a Buyer the right to request a 5-day review period to review land use documents, or to waive such review period. See City Code, Sec. 12.5-30, for details. Buyer and Seller acknowledge that it is the Buyer's right to review the appropriate maps and plans at The City of Frederick Department of Planning for information about the Frederick Municipal Airport, Historic Preservation Overlay District delineation, any land uses, planned neighborhood developments, roads, highways, parks and other public facilities affecting property, and any amendments thereto, The City of Frederick Land Management Code and any official submittal for development review with the Department of Planning. Buyer and Seller further acknowledge that it is the Buyer's responsibility to determine whether the real property lies within that area of The City of Frederick designated as an Airport Overlay Zone or the Historic Preservation Overlay District, and to comply with all applicable state and local laws.

Buyer(s) Election (select one by initialing below):

_____/_____/____ Buyer(s) request five (5) calendar days from date of contract acceptance (the "Review Period") to review the above stated records and to rescind the Contract of Sale, in writing, if Buyer(s) so desire.

_____/_____/____ Buyer(s) waives the Review Period and the right to rescind the Contract of Sale.

B. Residential Rental Licensing Ordinance: Buyer is notified that effective December 31, 2023, the City of Frederick Ordinance G-22-09 (to be codified in Chapter 12.5, Article Vet *seq.* of the Frederick City Code), requires that property owners meet certain licensing and maintenance standards with respect to rental housing units, including but not limited to mandatory licensing, inspection, regulatory fees, and penalties for violations. Buyer(s) should review the full text of this Ordinance located at <https://www.cityoffrederickmd.gov/DocumentCenter/View/20308/G-22-09> to understand the property owner's obligations and impact, if any, on the purchase of the real property.

Buyer(s) Acknowledgement (initial) ____/____/____ Buyer(s) have read and understood the above disclosure and is aware of his/her/their responsibility to ensure compliance therewith.

C. Acknowledgment: Buyer(s) and Seller(s) have read and understand the above disclosures. Seller acknowledges Buyer's Election in Paragraph A.

Buyer Signature Date

Buyer Signature Date

DocuSigned by:
Krystal McLants 8/6/2025

Seller Signature Date
DocuSigned by:
Danier McLants 8/5/2025

Seller Signature Date



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FREDERICK COUNTY NOTICES AND DISCLOSURES

This disclosure statement is attached to and hereby made a part of the Contract dated _____ between _____ (Buyer) and **MCCANTS REVOCABLE TRUST** (Seller) for the property located in the County of Frederick, State of Maryland, described as **1118 Futurity Street, Frederick, MD 21702** (the "Property").

1. **MASTER PLANS AND ZONING ORDINANCES:** Buyers have the right to review any applicable master plans and zoning ordinances, including but not limited to: Frederick Municipal Airport Overlay Zone, Historic Preservation Overlay District, National Register of Historic Places, Livable Frederick Master Plan, Carroll Creek Overlay District, and Monocacy Scenic River Management Plan, or other maps and information relating to planned land uses, roads, highways and the location of parks and other public facilities affecting the property. This information may be found online or at most local, county or state offices such as Parks and Recreation, Planning and Zoning, etc.
2. **FREDERICK COUNTY RIGHT TO FARM ORDINANCE NO. 96-23-175:** FREDERICK COUNTY ALLOWS AGRICULTURAL OPERATIONS (as defined in the Frederick County Right to Farm Ordinance) WITHIN THE COUNTY. Buyer(s) may be subject to inconveniences or discomforts arising from such operations, including but not limited to: noise, odors, fumes, dust, flies, the operation of machinery of any kind during any 24-hour period (including aircraft), vibration, the storage and disposal of manure, and the application by spraying or otherwise of chemical fertilizers, soil amendments, and pesticides. Frederick County has determined that inconveniences or discomforts associated with such agricultural operations shall not be considered to be an interference with reasonable use and enjoyment of land, if such operations are conducted in accordance with generally accepted agricultural management practices. Frederick County has established an Agricultural Reconciliation Committee to assist in the resolution of disputes which might arise between persons in this County regarding whether agricultural operations conducted on agricultural lands are causing an interference with the reasonable use and enjoyment of land or personal well-being and whether those operations are being conducted in accordance with generally accepted agricultural practices. If you have any question concerning this policy or the Reconciliation Committee, please contact the Frederick County Planning Department.
3. **SPECIAL TAXING DISTRICT OR COMMUNITY DEVELOPMENT AUTHORITY (CDA):** The property may be part of a Special Taxing District or Community Development Authority (CDA). There are Special Taxing Districts and CDAs in Frederick County, including but not limited to: Lake Linganore CDA, Urbana CDA, Brunswick Crossing, Lake Linganore-Oakdale CDA, Jefferson Tech Park, and others. For the most accurate and up-to-date information, please contact MuniCap, Inc. at (443) 539-4101.

If this sale is subject to a tax or fee of a Special Taxing District or CDA, State law requires that the seller disclose to the buyer at or before the time the contract is entered into, or within 20 calendar days after entering into the contract, certain information concerning the property being purchased. The content of the information to be disclosed is set forth in §10-704 of the Real Property Article of the Maryland Annotated Code and includes the amount of the current annual tax or fee, the number of years remaining for the tax or fee, and a statement of whether any tax or fee against the property is delinquent.

- The amount of the current annual tax or fee of the Special Taxing District or Community Development Authority on the property is \$_____.
- The number of years remaining for the tax or fee of the Special Taxing District or Community Development Authority on the property is_____.
- Any tax or fee of the Special Taxing District or Community Development Authority against the property ☐ is delinquent or ☐ is not delinquent.

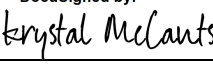
Revised December 2024

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- 4. NOTICE ON ZONES OF DEWATERING INFLUENCE:** The property may be located in a “Zone of Dewatering Influence.” Such a zone is defined under Maryland law as the area surrounding a surface pit mine in “karst” terrain (limestone and carbonate rock containing closed depressions, sinkholes, caverns, cavities, and underground channels), where groundwater has been depleted through pumping activities in the subject mine. Dewatering of karst terrain may result in gradual caving in or sinking of the surface of the land. Dewatering may also result in declining ground water levels, which may affect the yield of wells on a property. The Maryland Department of the Environment (MDE) is required to provide on its website for use by the public a searchable map of established zones of dewatering influence. The MDE website can be accessed at <https://mde.maryland.gov/programs/LAND/mining/Pages/mapping.aspx>

A PURCHASER OF REAL PROPERTY LOCATED IN BALTIMORE COUNTY, CARROLL COUNTY, FREDERICK COUNTY, OR WASHINGTON COUNTY IS ADVISED TO CONTACT THE MARYLAND DEPARTMENT OF THE ENVIRONMENT TO DETERMINE WHETHER THE REAL PROPERTY FOR PURCHASE IS LOCATED WITHIN A ZONE OF DEWATERING INFLUENCE. MARYLAND LAW PROVIDES CERTAIN REMEDIES FOR PROPERTY IMPACTED BY DEWATERING.

DocuSigned by:		8/6/2025		
				
SELLER	MCCANTS REVOCABLE TRUST	DATE	BUYER	DATE
DocuSigned by:		8/5/2025		
				
SELLER		DATE	BUYER	DATE



HOMEOWNER'S INSURANCE DISCLOSURE

[illegible]

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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 **MCCANTS REVOCABLE TRUST** for Property
 known as **1118 Futurity Street, Frederick, MD 21702**

NOTE: This notice does not 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.



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.

Buyer's Signature Date

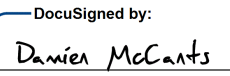
Buyer's Signature Date

Agent's Signature Date

DocuSigned by:

8/6/2025

Seller's Signature Date
MCCANTS REVOCABLE TRUST

DocuSigned by:

8/5/2025

Seller's Signature Date

Signed by:

8/5/2025

Agent's Signature Date
Lauren Olson



MARYLAND HOMEOWNERS ASSOCIATION ACT

NOTICE TO BUYER

For resale of a lot within a development of ANY size
OR for the initial sale of a lot within a development containing 12 or fewer lots,
to a person who intends to occupy or rent the lot for residential purposes.

ADDENDUM DATED _____ TO CONTRACT OF SALE
BUYER(S): _____
SELLER(S): **MCCANTS REVOCABLE TRUST**
PROPERTY: **1118 Futurity Street, Frederick, MD 21702**

The following notice applies to members of the public who intend to occupy or rent a lot for residential purposes. Under the Maryland Homeowners Association Act ("Act"), "lot" means any plot or parcel of land on which a dwelling is located or will be located within a development.

This sale is subject to the requirements of the Maryland Homeowners Association Act ("the Act"). The Act requires that the seller disclose to you, at or before the time the contract is entered into, or within 20 calendar days of entering into the contract, certain information concerning the development in which the lot you are purchasing is located. The content of the information to be disclosed is set forth in Section 11B-106(b) of the Act ("the MHAA information") as follows:

(1). A statement as to whether the lot is located within a development;

(2). Fees:

(i). The current monthly fees or assessments imposed by the homeowners association upon the lot;

(ii). The total amount of fees, assessments, and other charges imposed by the homeowners association upon the lot during the prior fiscal year of the homeowners association; and

(iii). A statement of whether any of the fees, assessments, or other charges against the lot are delinquent;

(3). The name, address, and telephone number of the management agent of the homeowners association, or other officer or agent authorized by the homeowners association to provide to members of the public, information regarding the homeowners association and the development, or a statement that no agent or officer is presently so authorized by the homeowners association;

(4). A statement as to whether the owner has actual knowledge of:

(i). The existence of any unsatisfied judgments or pending lawsuits against the homeowners association; and

(ii). Any pending claims, covenant violations actions, or notices of default against the lot; and



(5). A copy of:

(i). The articles of incorporation, the declaration, and all recorded covenants and restrictions of the primary development, and of other related developments to the extent reasonably available, to which the buyer shall become obligated on becoming an owner of the lot, including a statement that these obligations are enforceable against an owner's tenants, if applicable; and

(ii). The bylaws and rules of the primary development, and of other related developments to the extent reasonably available, to which the buyer shall become obligated on becoming an owner of the lot, including a statement that these obligations are enforceable against an owner and the owner's tenants, if applicable.

If you have not received all of the MHAA information 5 calendar days or more before entering into the contract, you have 5 calendar days to cancel the Contract after receiving all of the MHAA information. You must cancel the contract in writing, but you do not have to state a reason. The seller must also provide you with notice of any changes in mandatory fees exceeding 10 percent of the amount previously stated to exist and copies of any other substantial and material amendment to the information provided to you. You have 3 calendar days to cancel this contract after receiving notice of any changes in mandatory fees, or copies of any other substantial and material amendments to the MHAA information which adversely affect you.

If you do cancel the contract, you will be entitled to a refund of any deposit you made on account of the contract. However, unless you return the MHAA information to the seller when you cancel the contract, the seller may keep out of your deposit the cost of reproducing the MHAA information, or \$100, whichever amount is less. If the deposit is held in trust by a licensed real estate broker, the return of the deposit to you shall comply with the procedures set forth in Section 17-505 of the Business Occupations and Professions Article of the Maryland Code.

By purchasing a lot within this development, you will automatically be subject to various rights, responsibilities, and obligations, including the obligation to pay certain assessments to the homeowners association within the development. The lot you are purchasing may have restrictions on:

- A. Architectural Changes, Design, Color, Landscaping, Or Appearance;
- B. Occupancy Density;
- C. Kind, Number, Or Use Of Vehicles;
- D. Renting, Leasing, Mortgaging Or Conveying Property;
- E. Commercial Activity; Or
- F. Other Matters.

You should review the MHAA information carefully to ascertain your rights, responsibilities, and obligations within the development.

Buyer Date

Buyer Date

DocuSigned by:
Krystal McCants 8/6/2025
A353380898A14C3...
Seller
MCCANTS REVOCABLE TRUST
DocuSigned by:
Danien McCants 8/5/2025
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Seller Date



**Consumer Notice to Buyers of Residential Real Estate in Maryland
(Include with Exclusive Buyer/Tenant Representation Agreement)**

Buyers of residential real estate in Maryland are advised to inquire about the following items:

COVENANTS RUNNING WITH THE LAND: Covenants running with the land are agreements that stipulate that ownership of the land cannot be transferred unless the new owner agrees to continue to abide by the covenants. They cannot be separated from the land and transfer with it. For example, an individual might own property subject to a covenant that requires the property to be used for charitable purposes only. A buyer who purchases the property must agree to use the property for charitable purposes only.

DEED RESTRICTIONS: Deed restrictions are provisions in a deed that limit the use of the property. With some exceptions, deed restrictions cannot be removed by the new owner.

EASEMENTS: An easement is a right, privilege, or interest that one party has in the land of another. There are many types of easements, including, conservation easements, utility easements, gas line easements, and power line easements. Easements may be in property deeds or title papers, and are part and parcel of the land they affect.

LEASES: A lease is any agreement that gives rise to a landlord/tenant relationship. Unless otherwise specified in the lease agreement, the buyer of a property occupied by a tenant under a lease is bound by the conditions and terms of the lease.

ONSITE SEWAGE DISPOSAL SYSTEMS (OSDS) WITH BEST AVAILABLE TECHNOLOGY (BAT): An OSDS is a wastewater treatment system that discharges the treated effluent into the ground. An OSDS with best available technology reduces nitrogen levels. If an OSDS system with BAT is installed on the property, Seller may have used state funds to purchase the system. If state funds were used to purchase the system, the property may be encumbered by an easement that obligates the owner of the property to comply with certain requirements such as maintaining the system and allowing the Maryland Department of the Environment and the county/city in which the property is located to inspect the system. Buyer is advised to inquire about the terms under which an OSDS system with BAT was installed on the property and check with the appropriate city/county agency.

PROPANE TANKS: Propane is a source of energy that is used for heating homes and water, cooking and refrigerating food, drying clothes, and fueling gas fireplaces and barbecue grills. Propane tanks may be owned or leased. If a propane tank is installed on the property, Buyer is advised to inquire about the terms under which the propane tank was installed, how to transfer the ownership or lease, and any costs associated with the transfer.

HOME SECURITY SYSTEMS THAT RECORD AUDIO: Buyer is advised that Maryland law prohibits **audio recording** of private conversations without the consent of all parties.

SOLAR PANELS: Solar panels are devices that convert light into electricity. If solar panels are installed on the property, Buyer is advised to inquire about the terms under which the solar panels were installed, how to transfer the ownership or lease, and any costs associated with the transfer.

WIRE FRAUD THROUGH EMAIL: Buyer is advised to never trust wiring instructions sent via email. Cyber criminals are hacking email accounts and sending emails with fake wiring instructions. These emails are convincing and sophisticated. Buyer should always independently confirm wiring instructions in person or via a telephone call to a trusted and verified phone number. Buyer should never wire money without double-checking that the wiring instructions are correct.

DEPOSIT HELD BY ESCROW AGENT: Buyer 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 be 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.

SMOKE ALARMS: Buyer is notified that there were 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. Buyer is advised to inquire about smoke alarm compliance. Buyer may



view the smoke alarm requirements at: <http://mgaleg.maryland.gov/mgaweb/Laws/StatuteText?article=9-101&enactments=false>. Buyer may contact the local fire marshal to obtain additional information about the smoke alarm law.

CONDOMINIUM/HOA RESERVE STUDY: A Reserve Study is a long-term capital budgeting tool that a condominium/HOA uses to determine the amount of money it should set aside in its Reserve Fund for replacement, repair, or restoration of common areas. The Reserve Fund is financed by collecting condominium dues, HOA fees, or special assessments. Buyer is advised to pay close attention to the reserve study report of a condominium/HOA as an underfunded Reserve Fund may result in a future increase of condominium dues, HOA fees, or the imposition of special assessments upon Buyer.

Buyer Signature

Date

Buyer Signature

Date



Produced with Lone Wolf Transactions (zipForm Edition) 717 N Harwood St. Suite 2200, Dallas, TX 75201 www.lwolf.com



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 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 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 buyer may choose not to be represented 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

Re/Max Results

act as a Dual Agent for me as the

(Firm Name)

1118 Futurity Street

X Seller in the sale of the property at: **Frederick, MD 21702**

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

DocuSigned by:

Krystal McLants

8/6/2025

DocuSigned by:

Danien McCants

8/5/2025

Signature A8563380898A14C3...

Date

Signature 76F5AD75FD0D458...

Date

AFFIRMATION OF PRIOR CONSENT TO DUAL AGENCY

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

1118 Futurity Street, Frederick, MD 21702

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



EQUAL HOUSING
OPPORTUNITY

From: RE/MAX Results ("Broker")

Set forth below is the estimated charge or range of charges for the settlement services listed. You are **NOT** required to use the listed providers as a condition for purchase, sale, or refinance of the subject property. **THERE ARE FREQUENTLY OTHER SETTLEMENT SERVICE PROVIDERS AVAILABLE WITH SIMILAR SERVICES. YOU ARE FREE TO SHOP AROUND TO DETERMINE THAT YOU ARE RECEIVING THE BEST SERVICES AND THE BEST RATE FOR THESE SERVICES.**

MOTTO MORTGAGE PREMIUM charges fees which may include discount points and/or lender origination charges. The charges and fees will depend on the loan product and interest rate you choose and may be expressed as a flat fee or a percentage of the loan amount. Estimated ranges for these charges are provided below. Please consult with your lender for a list of applicable charges.

Title Insurance Fees provided by Catoctin Title Partners, LLC:

Maryland

First \$250,000	\$ 6.15
\$250,001-\$500,000	\$ 5.25
\$500,001-\$1,000,000	\$ 4.50
\$1,000,001- \$5,000,000	\$ 3.55

Insured Closing Protection Letter is \$ 45.00 per Loan Policy.

Estimated owners' title insurance premiums (per \$1,000 of sales price) are provided above for "enhanced" coverage. Other options may be available, including less comprehensive "standard" coverage and a "reissue rate," which could reduce your charges

Settlement Fees provided by Community Title Network, LLC:

Buyer Settlement Fees: \$800- \$1,100 Seller Settlement Fees: \$450 -\$850

Additional service fees charged by 3rd party vendors for Title Abstracts generally range from \$110-\$300 and for Location Surveys generally range from \$250- \$600.

I/we have read this disclosure form, and understand that RE/MAX Results is referring me/us to purchase the above-described settlement service(s) and may receive a financial or other benefit as the result of this referral.

DocuSigned by:
 _____ / 8/5/2025
 Signature 76F5AD75FD0D458... Date



NATIONAL PRIORITIES LIST (NPL) SUPERFUND
SITE DISCLOSURE ADDENDUM

ADDENDUM dated _____ to Contract of Sale between

Buyer _____

and Seller **MCCANTS REVOCABLE TRUST**

for Property known as **1118 Futurity Street, Frederick, MD 21702**

Buyer and Seller hereby acknowledge that:

1. A National Priorities List (NPL) Superfund Site is a site of national priority among the known releases or threatened releases of hazardous substances, pollutants, or contaminants throughout the United States and its territories;
2. Seller hereby notifies Buyer that the Property is located within one (1) mile of:

_____,
which is a National Priorities List (NPL) Superfund Site. Information about the location of Superfund Sites throughout the State of Maryland and across the United States can be found at the Environmental Protection Agency's Search for Superfund Sites Where You Live website; and

3. Buyer hereby acknowledges that within five (5) days after signing and dating this Addendum, and on written notice to Seller, Buyer may terminate the Contract of Sale by delivering a Unilateral Notice of Termination Under Contract of Sale to Seller. If Buyer terminates the Contract of Sale within the five (5) day period, the Release of Deposit agreement shall provide that the deposit shall be returned to Buyer

Buyer Signature **Date**

Buyer Signature **Date**

Seller Signature **Date**
MCCANTS REVOCABLE TRUST

Seller Signature **Date**

