

THE PRESTON-FOSTER HOUSE

6 Water Street | Ipswich | \$1,250,000



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LandVest
REAL ESTATE

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29 North Main Street Ipswich MA 01938

CHRISTIE'S
INTERNATIONAL REAL ESTATE

STATEMENT OF LIMITATIONS

This Property Profile is a compilation of public record information and additional information from the Seller regarding The Preston-Foster House, 6 Water Street, Ipswich, MA that is currently offered for sale by LandVest, Inc. (hereinafter, the "Offered Property").

Neither the Seller nor Seller's representatives make any express or implied representation or warranty as to the accuracy or completeness of any information in this property profile or any of the exhibits attached hereto, and none of such persons shall have any liability relating to or arising from use of any information or any errors therein or omissions therefrom. Prospective buyers are not entitled to rely on the accuracy or completeness of this information and shall be entitled to rely solely on their due diligence and such representations and warranties, if any, and to the extent as may be expressly stated in a Purchase and Sale Agreement relating to the proposed acquisition, subject to the terms and conditions of such Agreement.

Any alternative use of the Offered Property implied in this Property Profile does not constitute a warranty or guarantee of approval. It is the sole responsibility of the Buyer to determine the viability of any contemplated use or alteration of the property under pertinent federal, state, and local regulations and applicable covenants, easements, and restrictions on title. The Seller makes no representation as to the likelihood of approval of any proposed use or alteration.

Neither Seller nor any of its representatives are under any legal obligation and shall have no liability of any nature whatsoever with respect to the proposed acquisition by virtue of this Property Profile or otherwise.

No legal liability is created by this Property Profile, and this document is to be used in whole and not in part. Any sketches produced by LandVest or plans prepared by other professionals in this Property Profile are included only to assist the reader in visualizing the property.

Access to the property is not allowed unless accompanied by an authorized employee of LandVest, Inc.

LandVest, Inc. by reason of this Property Profile, may not be required to give testimony in court with reference to the Offered Property described herein.

Exhibits

Property Description

List of Significant Improvements

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Floor Plan History and Notes

Floor Plan

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Preservation Restriction

Lead Paint Disclosure

Agency Disclosure

The Preston-Foster House
c. 1640
6 Water Street
Ipswich, Massachusetts

Property Description

The Preston-Foster House, dating back to as early as 1640, is an iconic First Period home proudly sited on an oversized lot along the banks of the Ipswich River. The house has been carefully restored, beautifully preserved, and continuously improved over the 60+ years well-known children's book illustrator Ed Emberley and his wife Barbara have been its stewards. The historic details of the home are fascinating, and the character of the home is undeniable – it is clearly a place that inspired creativity. The house features period details such as heavy chamfered framing, massive summer beams, unpainted horizontal feather-edged paneling and a Beverly Ell alongside many later improvements including a two-story 1970's rear addition and a 2014 renovation that created a luxurious first-floor bedroom suite. The gardens have been professionally designed and maintained, the windows, cedar shake roof and systems have been updated. With unobstructed river views and just moments away from the Town Wharf, downtown restaurants and shops, library, MBTA and Crane Beach it is easy to understand why it has remained in one ownership for so many years.

Preservation Agreement

- The front and side facades of the original 1690 Building, including specifically the wooden roof shingles and wooden wall clapboards;
- The central frame including primary and secondary members;
- The feather-edged paneling in the first floor right front room of the original 1690 building;
- The wooden architectural elements including if any, paneling, mantelpieces, doors and other molded detail on the inner walls of the two second story bedrooms of the original 1690 dwelling.

Exterior Description

One of the largest parcels of land in the neighborhood at 0.336± acres. Professionally designed and beautifully maintained period gardens with bluestone walkways and a brick patio frame the front of the house facing the river. The hardscape begins at the road with granite pillars on either side of the walkway and one side of the driveway engraved with the letter B on them dating back to a time when one of the Burnhams owned the property. The bluestone walkway leads to impressive granite slab steps at the front door to the house and the pea stone driveway leads to a courtyard with a retaining wall created from granite blocks salvaged from the big dig. The expansive yard slopes upwards towards the back of the property and offers grassy area with mature trees, plenty of room for outdoor activities, and gardening as well as an amazing view of the rear exterior façade with sharp pitch roof and purlins that extend beyond the gable end of the house.

Interior Description

First Floor

Front Entry Foyer with beautiful solid wood front door with sidelight windows, stencil-painted walls and painted wide plank wood floors.

Library with views of the river and historic Green Street Bridge. Painted wood floors, deep brick fireplace with brick hearth and wood paneled surround. Built-in bookshelves and a door to the rear exterior courtyard. Glass ceiling panel reveals original framing.

Powder room tucked under the stairs in the library.

Great Hall/ Living Room with water views; original part of the house, built between 1690-1700. The room features a beamed ceiling including a quarter-round hand chamfered summer beam with bead edge, horizontal feather-edged paneling (18' long and matches the growth of a tree) as well as vertical feathered paneling, the original walk-in fireplace with supports, brick hearth and oven, wide-plank floors, original diamond pane window remains hidden in the wall that separates this room from the dining room.

Kitchen with Ipswich River views. Open concept with large center island with butcher block countertop. Stainless steel appliances including an induction range with exhaust hood. Painted wide-plank floors and beamed ceiling. Beverly Ell.

Dining Room adjacent to the kitchen with wood-burning fireplace. Painted wide-plank floors. Dining area added by SPNEA in 1945. Only the beam is first period.

Side Entry/ Mudroom with radiant heated slate tiled floor and recessed lighting.

First Floor bedroom suite or family room with wide pine floors, sliding glass French doors that open to the courtyard, built-in cabinetry, exposed beams, recessed lighting, stacked washer and dryer, separate closet, sliding barn door conceals a modern spa-like bathroom. Runtal radiators and air-conditioning.

Spa Bathroom with tile floor, radiant heat, two pedestal sinks each with built-in mirrored medicine cabinets above, a wet room featuring a soaking tub with mahogany surround, spa shower with multiple shower heads, river stone tile floor, separate water closet.

Second Floor

"Earliest" Bedroom with water views, quarter-round hand-chamfered summer beam, wide plank wood floors of varying widths, beamed ceiling, fireplace with brick hearth and oven and wood surround.

Bedroom/Studio used as Ed Emberley's art studio with North light, water views, painted wood floors, beamed ceiling, fireplace with brick hearth, wood mantle and built-in cupboard, and built-in shelving.

Jack and Jill bathroom with bathtub with hand-painted decorative tile surround, pedestal sink, under eave storage.

Laundry Room generous size with water views, wood floors, side-by-side washer and dryer and two storage areas.

Rear bedrooms two identical (mirror image) bedrooms with vaulted ceilings, wood floors, vertical nickel-gap wood paneling, built in shelving, and custom-built vanities with sinks and loft spaces accessible by ladders designed for sleeping, playing, studying or storage.

2nd floor rear Landing Area with wood floors, skylight, wood-paneled walls and ceiling, storage area.

Bathroom consisting of two rooms; a water closet with sink and built-in vanity and a separate room with shower/bathtub with tile floor and a skylight.

Third Floor

Large walk-up unfinished attic.

Basement

Unfinished partial

Mechanicals/Utilities

Oil; hot water baseboard heat

Electric: 200 Amps

Radiant Heat; Mudroom, First floor suite bathroom

Town Water /Sewer

Roof: Wood Shingle Roof (2016)

Disclosures: Preservation Restriction, Property is in the Ipswich Historic Preservation District, Flood Zone, Decommissioned well in front of house. Year built: some records date back as early as 1640, public record shows 1690. Two wall outlets at the rear of the library currently not functioning

Taxes: \$12,716

Assessment: \$1,039,700

List of Significant Improvements
from Emberley Ownership



1970: Rebuilding and joining of back dwelling and main house. The Emberleys removed the back staircase (was not the original and had no historical value) the wall between the kitchen and dining room and the and the back wall of the house. The back building had to be reconstructed because of its poor condition. The “breezeway” became the back hall and a powder room was added above it.

1990: Replace siding and sheathing where needed/ Beam work
New Oil tank. Removed oil tank from outside and relocate to basement
Upgrade Electric service to 200amps

2006: Major re-design of the front garden by Past Designs Kennebunk Maine

2007: Reconstruct Front Entry
New windows –all redone with glass that they collected over time

2014: Major renovation of the addition – Weatherall Design; Architect James Armstrong; Paul Knight Builders; Covenant Plumbing and Heating; P.R.B Woodworking; Reader Electrical; Green Cocoon Insulation

Upper lawn in back was regraded – stones in back yard reclaimed from the big dig in Boston.

2016: New Cedar Shake Roof

THE PRESTON-FOSTER HOUSE

6 Water Street - Ipswich, MA | \$1,250,000

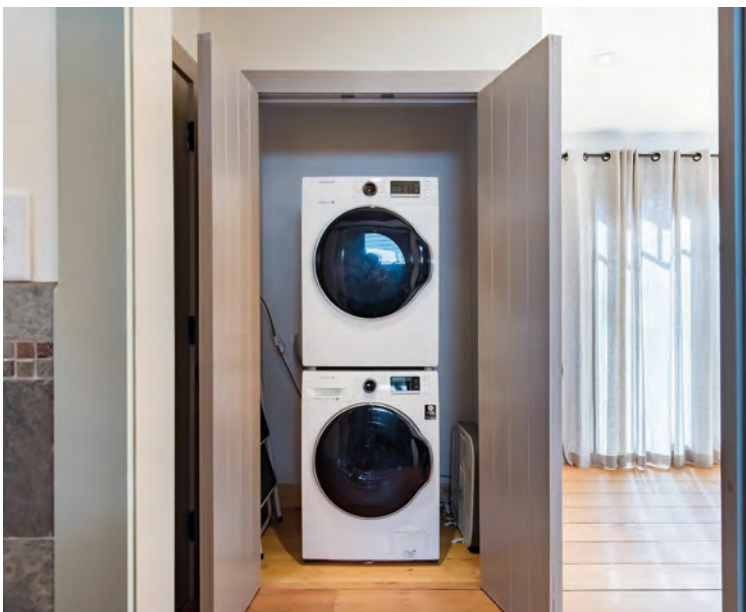


















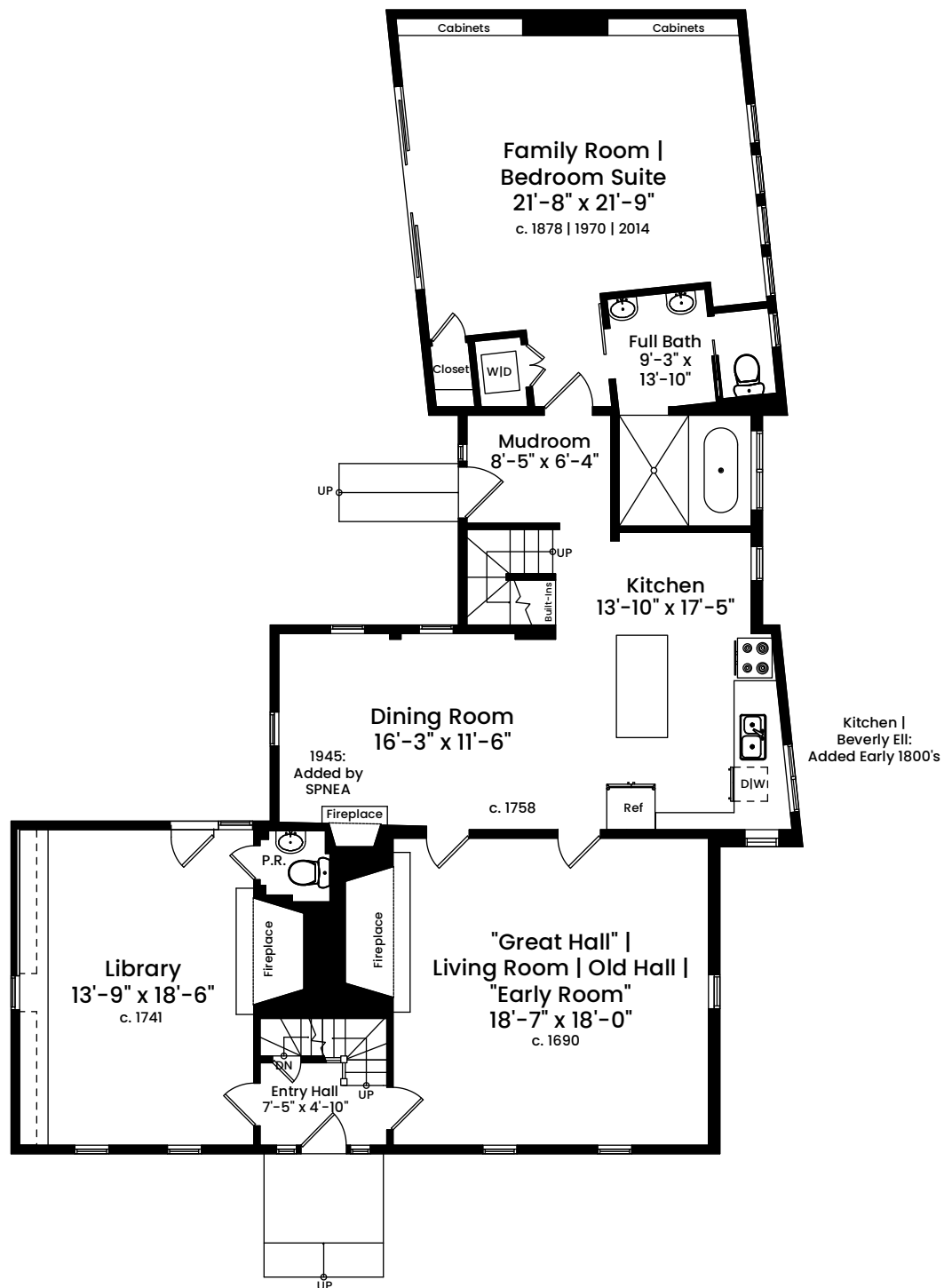
Floor Plan History and Notes



A true Ipswich First Period Home. Often referred to as a “New England Ad Ons” as it started as the original house (Great Hall downstairs and Earliest Bedroom upstairs) and was “added on” to over time. The house was probably built in the same manner using structural parts of the earlier Reginald Foster home (located where industrial building is) which explains the “bay pitch” of the roof and the massive “summer” beam (beaded chamfer edge with lamb’s tongue finish).

- 1640/90: “Great Hall” / “Old Hall” / “Early Room” and “Earliest Bedroom” original parts of house built circa 1690. Some records date back to c. 1640.
- 1741: Southwest half of the house (Library, “Later” bedroom) built by second generation.
- 1758: Back stairway (since removed) and dining room built when house was divided between two sisters. (House was inherited by two sisters, each receiving one half of the house with the division running through the middle of the chimney to the fore door – back stairway and small room were probably added to give each sister a separate entrance).
- Early 1800s: Ceiling beams show Beverly Ell present kitchen added in early 1800’s. Doorway to the Great Hall likely added then too.
- 1878: Large two-story building built in back yard in 1878 for the servants Daniel S. Burnham who “fixed up” the house in the Victorian style. (Rebuilding and joining of back dwelling and main house done in 1970).
- 1944-1947: Restoration was completed by SPNEA – house was opened as a museum for a 15-year period.
- 1945: Southwest end of the dining room with fireplace added in 1945 by SPNEA to make more livable space for custodians of the house.
- 1970: The Emberleys removed the back staircase (was not the original and had no historical value) the wall between the kitchen and dining room and the and the back wall of the house. The back building had to be reconstructed because of its poor condition. The “breezeway” became the back hall and a powder room was added above it.

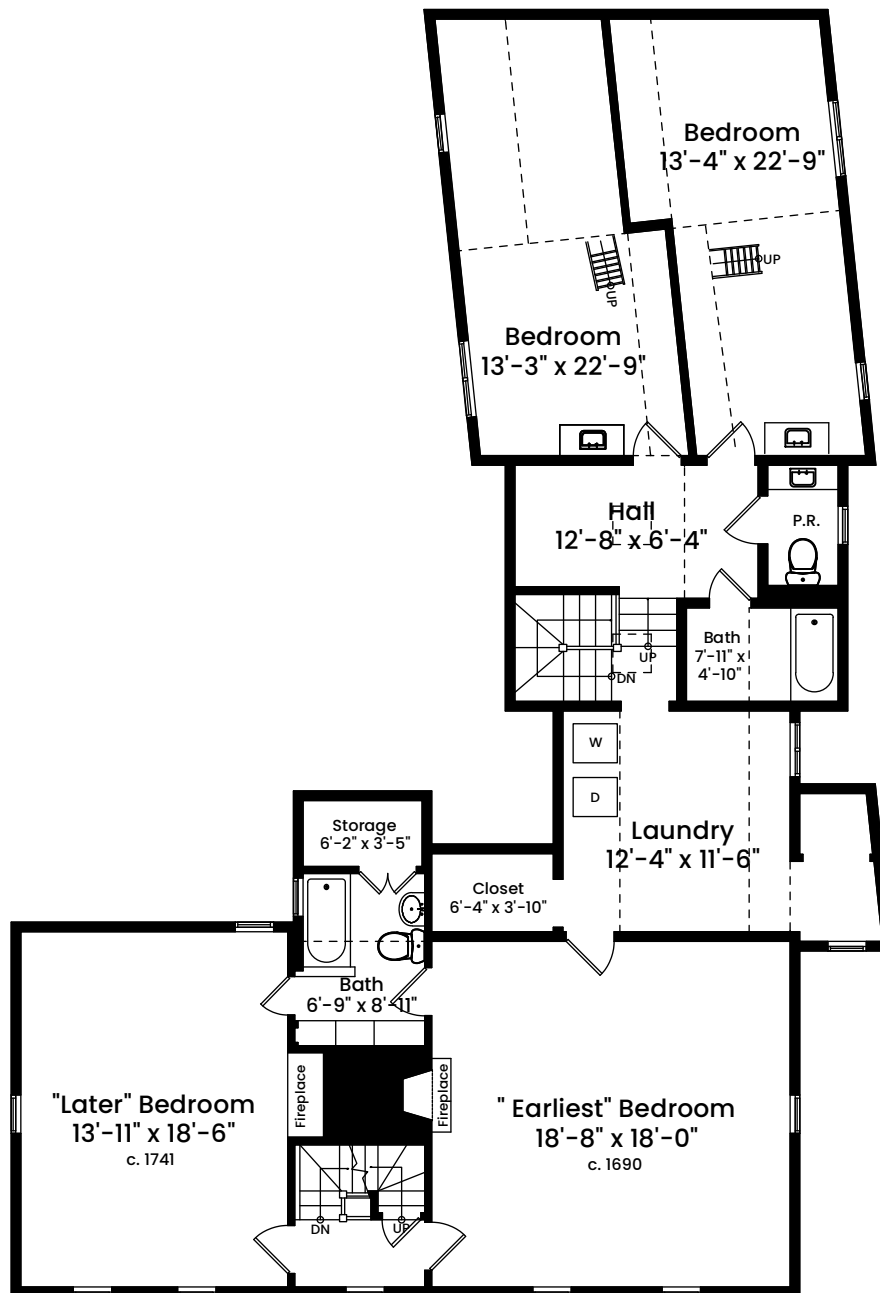
6 Water Street | Ipswich, MA 01938



Architecturally drafted in March 2023 by:
National Floor Plans (800) 328-0217
Associate Member | American Institute of Architects
Contact www.nationalfloorplans.com for .dwg AutoCAD files
or square footage questions about this property.

Dimensions are not guaranteed and are provided for informational purposes only.
Individual room dimensions are not used to calculate overall square footage.
National Floor Plans follows ANSI guidelines for calculating square footage.

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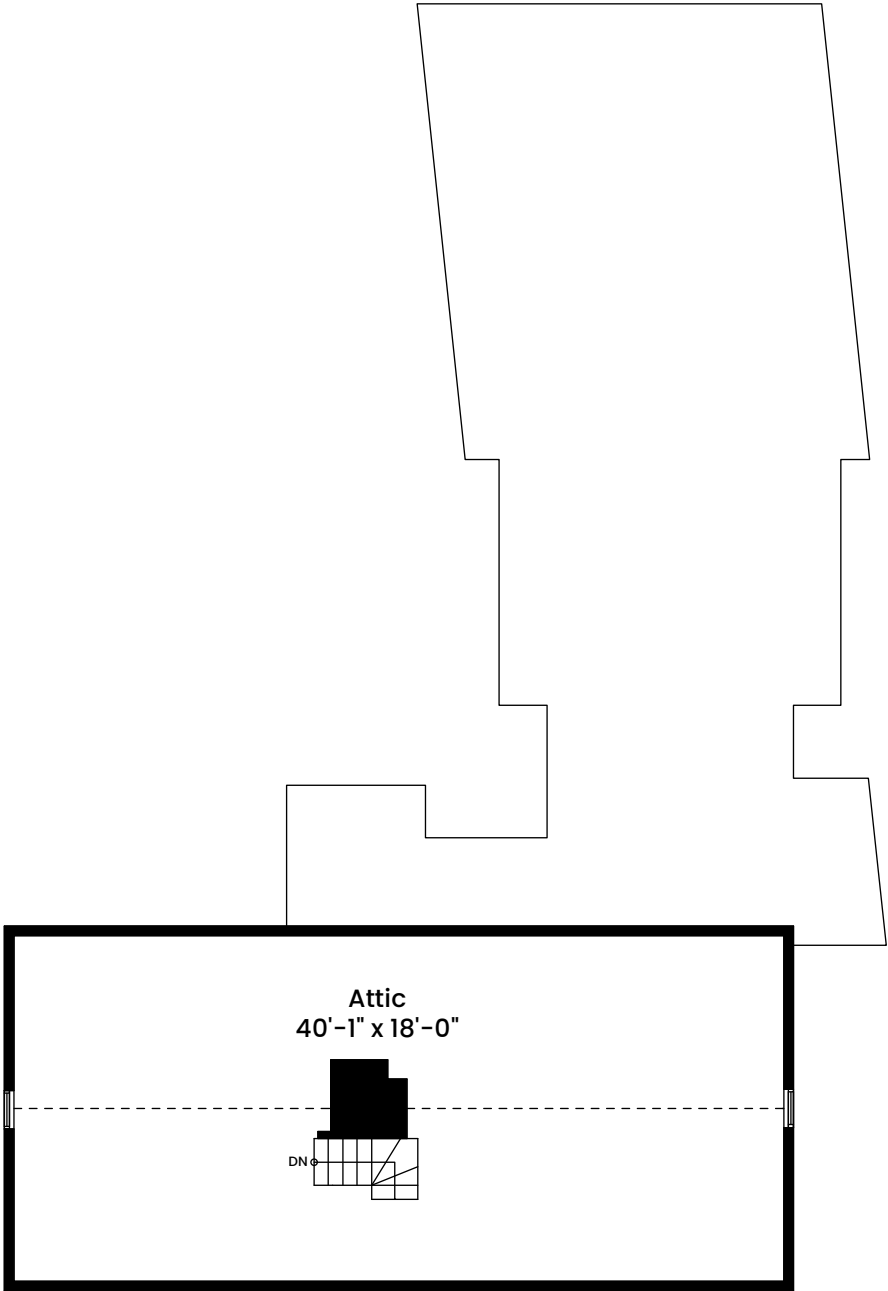
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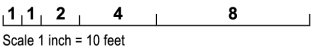
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Scale 1 inch = 10 feet

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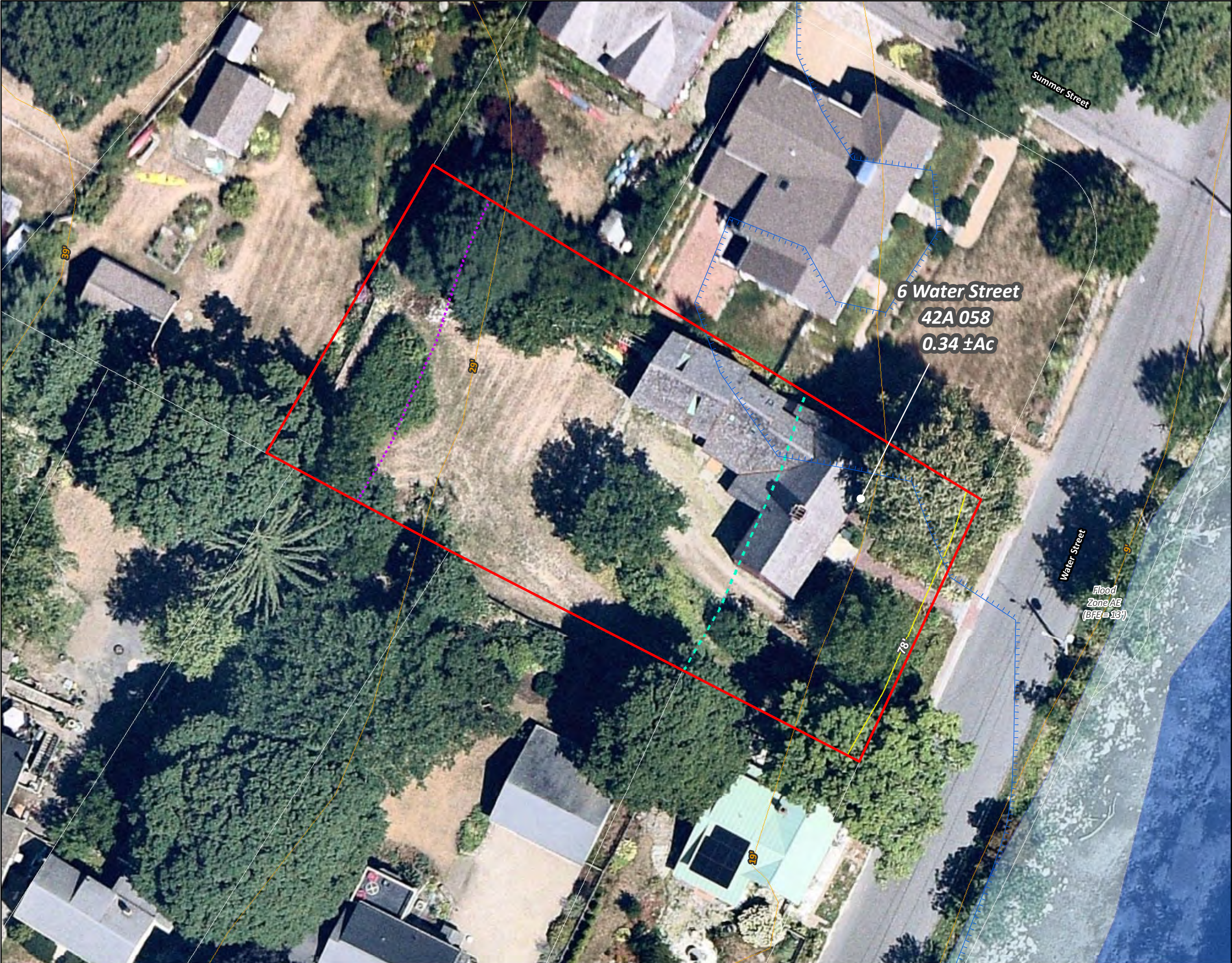
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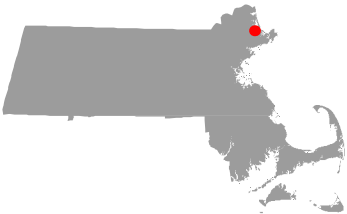


6 Water Street
Ipswich, MA

Base Plan Orthophotograph

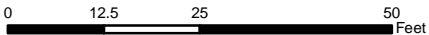
LEGEND

- Subject Property - 0.34 ±Ac
- Adjacent Properties
- Protected Land
- 100 Year Flood Zone
- Open Water
- Wetlands
- 50' Wetlands Setback
- 100' Wetlands Setback
- 200' Wetlands Setback
- Contours (ft)



Notes:
Credits: 2022 Imagery from
Nearmap Imagery map service.

Date: 03/29/23
Project Number: MA4058

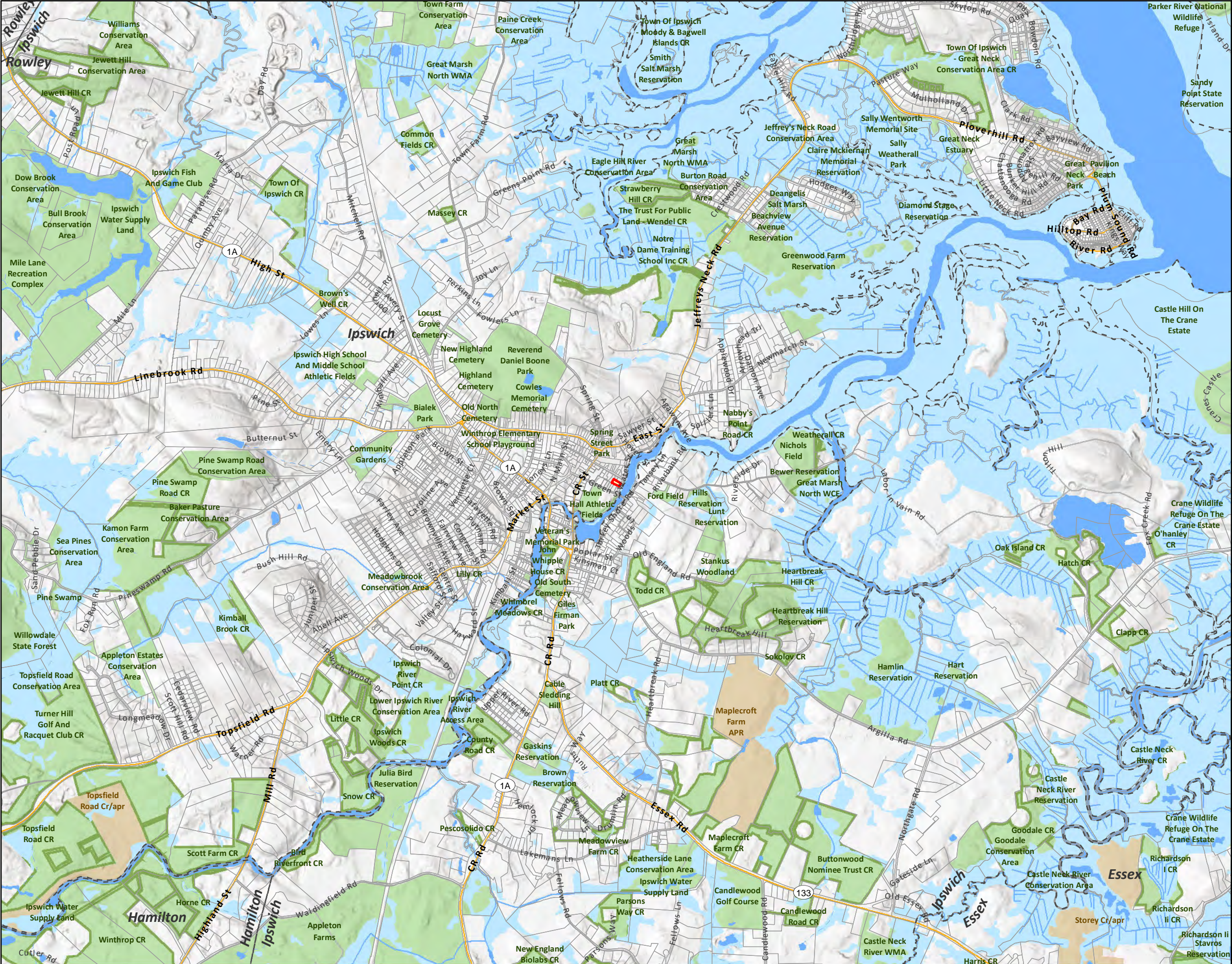


Scale: 1" = 25'



This plan is conceptual only and is not
represented as an engineered plan.



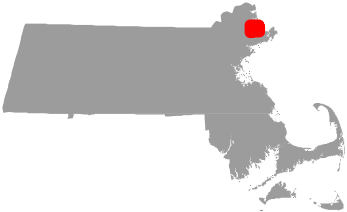


6 Water Street
Ipswich, MA

Conservation Context

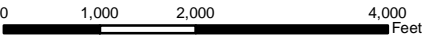
LEGEND

- Subject Property - 0.34 ±Ac
- Adjacent Properties
- Protected Land
- Conservation Restrictions (CRs)
- Agricultural Preservation Restrictions (APRs)
- Open Water
- Wetlands
- Perennial Streams
- Intermittent Streams



Notes:
Credits: Background from
ESRI 'Terrain Base' map
service

Date: 03/29/23
Project Number: MA4058



Scale: 1" = 2,000'



This plan is conceptual only and is not
represented as an engineered plan.



PRESERVATION AGREEMENT

Edward R. Emberley and Barbara C. Emberley, owners of premises at 6 Water Street, Ipswich, Essex County, Massachusetts, conveyed to them by deed recorded with the Essex South District Registry of Deeds, Book 4995, Page 155, upon which is a house built about 1690 evaluated by the Historical Commission of the Town of Ipswich (the Commission) as having significant historical architectural value and being especially worthy of preservation, in consideration of such technical advice and assistance as the Commission may render, hereby agree for themselves and their heirs and assigns as owners of said premises with the Town of Ipswich not to permit any alterations to be made to the following exterior and interior features:

The front and side facades of the original 1690 building, including specifically the wooden roof shingles and wooden wall clapboards;
The central frame including primary and secondary members;
The feather edged paneling in the first floor right front room of the original 1690 building;
The wooden architectural elements including if any, paneling, mantelpieces, doors and other molded detail on the inner walls of the two second story bedrooms of the original 1690 dwelling;

unless with prior written approval of the Commission, which shall not be unreasonably withheld. The Commission shall act upon written request for such approval within thirty days of its receipt, and shall give notice of any disapproval to the owners in writing with reasons. If a request for approval is not disapproved by the Commission within thirty days, it shall be deemed approved. In case of disapproval the owners may within thirty days after the notice of disapproval request a review of the disapproval by a person of competence and experience in such matters, designated by the Massachusetts Historical Commission or its chairman or acting chairman. The finding of this review shall be made in writing within sixty days after the request, and shall be binding on the owners and the Commission. The cost of such review shall be shared by the Commission, unless otherwise provided for but its share shall not exceed one-half the cost or one-half of one per cent of the assessed valuation of the building in question, whichever is lesser.

Ordinary and necessary repairs and maintenance not materially affecting features listed above shall not be considered alterations. In case of damage by fire or other casualty so serious as to cause reconstruction to be reasonably adjudged to be impractical, this agreement shall terminate, and otherwise shall remain in effect until 2100 A.D., or if approved by the Board of Selectmen of the Town of Ipswich and the Massachusetts Historical Commission, without limit of time.

The Ipswich Historical Commission acting on behalf of the Town of Ipswich pursuant to General Laws, Chapter 40, Section 8-D hereby accepts the above agreement.

Witness the execution hereof under seal in duplicate this 3rd day of June, 1971.

611 11 11 11 11

such review shall be shared by the Commission, unless otherwise provided for but its share shall not exceed one-half the cost or one-half of one per cent of the assessed valuation of the building in question, whichever is lesser.

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The Ipswich Historical Commission acting on behalf of the Town of Ipswich pursuant to General Laws, Chapter 40, Section 8-D hereby accepts the above agreement.

Witness the execution hereof under seal in duplicate this 3rd day of June, 1971.

Edmund J. [Signature]

Brian C. [Signature]

IPSWICH HISTORICAL COMMISSION

By [Signature]
Chairman

COMMONWEALTH OF MASSACHUSETTS

Essex, ss.

June 3, 1971.

Then personally appeared the above-named _____ and _____ and acknowledged the foregoing instrument to be their free act and deed, before me,

Anthony G. Murawski
Notary Public

My Commission expires: Sept 6, 1974

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PROPERTY TRANSFER NOTIFICATION CERTIFICATION

This form is to be signed by the prospective purchaser before signing a purchase and sale agreement or a memorandum of agreement, or by the lessee-prospective purchaser before signing a lease with an option to purchase for residential property built before 1978, for compliance with federal and Massachusetts lead-based paint disclosure requirements.

Required Federal Lead Warning Statement:

Every purchaser of any interest in residential property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

Seller's Disclosure

(a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):

(i) ☐ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

(ii) ☒ Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the seller (check (i) or (ii) below):

(i) ☐ Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (circle documents below).

(ii) ☒ Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Purchaser's or Lessee Purchaser's Acknowledgment (initial)

(c) _____ Purchaser or lessee purchaser has received copies of all documents circled above.

(d) _____ Purchaser or lessee purchaser has received no documents.

(e) _____ Purchaser or lessee purchaser has received the Property Transfer Lead Paint Notification.

(f) _____ Purchaser or lessee purchaser has (check (i) or (ii) below):

(i) ☐ received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or

(ii) ☐ waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

Agent's Acknowledgment (initial)

(g) MM Agent has informed the seller of the seller's obligations under federal and state law for lead-based paint disclosure and notification, and is aware of his/her responsibility to ensure compliance.

(h) _____ Agent has verbally informed purchaser or lessee-purchaser of the possible presence of dangerous levels of lead in paint, plaster, putty or other structural materials and his or her obligation to bring a property into compliance with the Massachusetts Lead Law - either through full deleading or interim control - if it was built before 1978 and a child under six years old resides or will reside in the property.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

Barbara C. Schubert 2/24/23
Seller _____ Date _____ Seller _____ Date _____

Purchaser _____ Date _____ Purchaser _____ Date _____

Nicole Marsh 2/21/23
Agent _____ Date _____ Agent _____ Date _____

Property Address: 6 Water Street Ipswich, MA



Commonwealth of Massachusetts

BOARD OF REGISTRATION OF REAL ESTATE BROKERS AND SALESPERSONS

www.mass.gov/dpl/boards/re

MASSACHUSETTS MANDATORY REAL ESTATE LICENSEE-CONSUMER RELATIONSHIP DISCLOSURE **THIS IS NOT A CONTRACT**

This disclosure is provided to you, the consumer, by the real estate licensee listed in this disclosure.

THE TIME WHEN THE REAL ESTATE LICENSEE MUST PROVIDE THIS NOTICE TO THE CONSUMER:

All real estate licensees must present this form to you at the first personal meeting with you to discuss a specific residential property. If there is no personal meeting between you and the licensee, this form must be presented electronically or through some other means before the licensee enters into a contract with a consumer. Residential property is defined as land with a building intended for use as a one to four-unit residential dwelling or the purchase or sale of land on which a building is intended to be constructed for use as a one or two-unit residential dwelling. In the event this relationship changes an additional disclosure must be provided and completed at that time.

CONSUMER INFORMATION AND RESPONSIBILITY:

If you are a buyer or seller, you can engage a real estate licensee to provide advice, assistance and representation to you as your agent. The real estate licensee can represent you as the seller (Seller's Agent) or represent you as the buyer (Buyer's Agent), or can assist you as a Facilitator. All real estate licensees, regardless of the working relationship with a consumer must, by law, present properties honestly and accurately, and disclose known material defects in the real estate.

The duties of a real estate licensee do not relieve consumers of the responsibility to protect their own interests. If you need advice for legal, tax, insurance, zoning, permitted use, or land survey matters, it is your responsibility to consult a professional in those areas. Real estate licensees do not and cannot perform home, lead paint, or insect inspections, nor do they perform septic system, wetlands or environmental evaluations.

Do not assume that a real estate licensee works solely for you unless you have an agreement for that relationship.

For more detailed definitions and descriptions about real estate relationships, please see page 2 of this disclosure.

THE SELLER OR BUYER RECEIVING THIS DISCLOSURE IS HEREBY ADVISED THAT THE REAL ESTATE LICENSEE NAMED BELOW IS WORKING AS A:

Check one: ☒ Seller's agent ☐ Buyer's agent ☐ Facilitator

If seller's or buyer's agent is checked above, the real estate licensee must complete the following section:

Check one: ☒ Non-Designated Agency

The real estate firm or business listed below and all other affiliated agents are also working as the agent of the ☒ Seller ☐ Buyer

☐ Designated Agency

Only the licensee named herein represents the ☐ Seller ☐ Buyer (designated seller agency or designated buyer agency). In this situation any other agents affiliated with the firm or business listed below do not represent you and may represent another party in your real estate transaction.

By signing below, I, the real estate licensee, acknowledge that this disclosure has been provided to the consumer named herein:

 <small>dotloop verified 07/07/22 1:48 PM EDT 09GE-MJQD-QUHT-MTGH</small>	Nicole Monahan	9568396	<input checked="" type="checkbox"/> Broker <input type="checkbox"/> Salesperson	4/16/23
	LandVest, Inc	4981		Today's Date
Signature of Consumer	Printed Name of Consumer		<input type="checkbox"/> Buyer <input checked="" type="checkbox"/> Seller	Today's Date
Signature of Consumer	Printed Name of Consumer		<input type="checkbox"/> Buyer <input checked="" type="checkbox"/> Seller	Today's Date

☐ Check here if the consumer declines to sign this notice.

Copyright Date 2022

Form ID: RA400

Last Revised: 2022



TYPES OF AGENCY REPRESENTATION

SELLER'S AGENT

A seller can engage the services of a real estate licensee to act as the seller's agent in the sale of the seller's property. This means that the real estate agent represents the seller, who is a client. The agent owes the seller client undivided loyalty, reasonable care, disclosure, obedience to lawful instruction, confidentiality and accounting. The agent must put the seller's interests first and attempt to negotiate price and terms acceptable to their seller client. The seller may authorize sub-agents to represent him/her in marketing its property to buyers, however the seller should be aware that wrongful action by the real estate agent or sub-agents may subject the seller to legal liability for those wrongful actions.

BUYER'S AGENT

A buyer can engage the services of a real estate licensee to act as the buyer's agent in the purchase of a property. This means that the real estate agent represents the buyer, who is a client. The agent owes the buyer client undivided loyalty, reasonable care, disclosure, obedience to lawful instruction, confidentiality and accounting. The agent must put the buyer's interests first and attempt to negotiate price and terms acceptable to their buyer client. The buyer may also authorize sub-agents to represent him/her in purchasing property, however the buyer should be aware that wrongful action by the real estate agent or sub-agents may subject the buyer to legal liability for those wrongful actions.

(NON-AGENT) FACILITATOR

When a real estate licensee works as a facilitator that licensee assists the seller and/or buyer in reaching an agreement but does not represent either the seller or buyer in the transaction. The facilitator and the broker with whom the facilitator is affiliated, owe the seller and buyer a duty to present all real property honestly and accurately by disclosing known material defects and owe a duty to account for funds. Unless otherwise agreed, the facilitator has no duty to keep information received from a seller or buyer confidential. Should the seller and/or buyer expressly agree, a facilitator relationship can be changed to a seller or buyer client relationship with the written agreement of the person so represented.

DESIGNATED SELLER'S AND BUYER'S AGENT

A real estate licensee can be designated by another real estate licensee (the appointing or designating agent) to represent a buyer or seller, provided the buyer or seller expressly agrees to such designation. The real estate licensee once so designated is then the agent for that buyer or seller who becomes the agent's client. The designated agent owes the buyer client or seller client, undivided loyalty, reasonable care, disclosure, obedience to lawful instruction, confidentiality and accounting. The agent must put their client's interests first, and attempt to negotiate price and terms acceptable to their client. No other licensees affiliated with the same firm represent the client unless otherwise agreed upon by the client. In situations where the appointing agent designates another agent to represent the seller and an agent to represent the buyer in the same transaction, then the appointing agent becomes a dual agent. Consequently, a dual agent cannot fully satisfy the duties of loyalty, full disclosure, obedience to lawful instructions, which is required of a seller or buyer agent. Only your designated agent represents your interests. Written consent for designated agency must be provided before a potential transaction is identified, but in any event, no later than prior to the execution of a written agreement for purchase or sale of residential property. The consent must contain the information provided for in the regulations of the Massachusetts Board of Registration of Real Estate Brokers and Salespeople (Board). A sample consent to designated agency is available at the Board's website at www.mass.gov/dpl/re.

DUAL AGENT

A real estate licensee may act as a dual agent representing both the seller and the buyer in a transaction but only with the express and informed written consent of both the seller and the buyer. A dual agent shall be neutral with regard to any conflicting interest of the seller and buyer. Consequently, a dual agent cannot satisfy fully the duties of loyalty, full disclosure, obedience to lawful instructions, which is required of a seller or buyer agent. A dual agent does, however, still owe a duty of confidentiality of material information and accounting for funds. Written consent for dual agency must be provided before a potential transaction is identified, but in any event, no later than prior to the execution of a written agreement for purchase or sale of residential property. The consent must contain the information provided for in the regulations of the Massachusetts Board of Registration of Real Estate Brokers and Salespeople (Board). A sample consent to dual agency is available at the Board's website at www.mass.gov/dpl/re.