



**Government Regulations, Easements and Assessments Disclosure and Addendum  
(REA)**

*(Required for all Listing Agreements and Sales Contracts in Montgomery County)*

The Contract of Sale dated \_\_\_\_\_, Address 5504 Greentree Road,  
 City Bethesda, State MD Zip 20817 between  
 Seller Gus Pappas and  
 Buyer \_\_\_\_\_ is hereby amended by  
 the incorporation of this Addendum, which shall supersede any provisions to the contrary in the Contract.

**Notice to Seller:** Pursuant to Montgomery County Code (Sec.40-13), a Seller is required to fully disclose to Buyers all specific facts relevant to, or affecting any property, imposed by any law or regulation or any common law principle. Seller acknowledges he has carefully examined this form, and that the information is complete, accurate, and current to the best of his knowledge at the time of entering into a contract. This Disclosure/Addendum to be completed by the Seller shall be available to prospective Buyers prior to making a purchase offer and will become a part of the sales contract for the sale of the Property.

**Notice to Buyer:** The information contained herein is the representation of the Seller. Further information may be obtained by contacting staff and web sites of appropriate authorities, Montgomery County Government, 240-777-1000, Park and Planning Commission/Montgomery County Department of Park and Planning, 301-495-4700, and municipality, if applicable.

**General Information:**

The content in this form is not all-inclusive. Please be advised that web site addresses, personnel and telephone numbers do change and GCAAR cannot confirm the accuracy of the information contained in this form. When in doubt regarding the provisions or applicability of a regulation, easement or assessment, information should be verified with the appropriate government agency.

- Montgomery County Government, 101 Monroe Street, Rockville, MD, 20850. Main Telephone Number: 240-777-1000, Web site: [www.montgomerycountymd.gov](http://www.montgomerycountymd.gov)
- Maryland-National Capital Area Park and Planning Commission (M-NCPPC), 8787 Georgia Avenue, Silver Spring, MD, 20910. Main number: 301-495-4600, Web site: [www.mc-mncppc.org](http://www.mc-mncppc.org)
- City of Rockville, City Hall, 111 Maryland Ave, Rockville, MD 20850, Main telephone number: 240-314-5000, Web site: [www.rockvillemd.gov](http://www.rockvillemd.gov)

**1. AVAILABILITY OF WATER AND SEWER SERVICE:**

- **Existing Water and Sewer Service:** Refer to the Seller's Water Bills or contact WSSC at 301-206-4001 or City of Rockville at 240-314-8420.
- **Well and Septic Locations:** Contact the Department of Permitting Services "DPS", Well and Septic, at 240-777-6320, fax 240-777-6314 or [gene.yongunten@co.mo.md.us](mailto:gene.yongunten@co.mo.md.us). For septic field location for homes constructed prior to 1978, request an "as built" drawing using DPS's "Septic System Location Application" form. Homes built prior to 1960 may be filed on microfiche, and, if outside a subdivision, the name of the original owner may be required. An original owner's name can be found among the Land Records at the County Courthouse. Allow two weeks for the "as built" drawing.
- **Categories:** To confirm service area category, contact the Montgomery County Department of Environmental Protection ("DEP") Watershed Management Division, Alan Soukop at 240-777-7716 or [alan.soukop@co.mo.md.us](mailto:alan.soukop@co.mo.md.us) or fax request to 240-777-7715.

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A. **Water:** Is the Property connected to public water?  Yes  No  
 If no, has it been approved for connection to public water?  Yes  No  Do not know  
 If not connected, the source of potable water, if any, for the Property is: \_\_\_\_\_

B. **Sewer:** Is the Property connected to public sewer system?  Yes  No  
 If no, answer the following questions:  
 1. Has it been approved for connection to public sewer?  Yes  No  Do not know  
 2. Has an individual sewage disposal system been constructed on Property?  Yes  No  
 Has one been approved for construction?  Yes  No  
 Has one been disapproved for construction?  Yes  No  Do not know  
 If no, explain: \_\_\_\_\_

C. **Categories:** The water and sewer service area category or categories that currently apply to the Property is/are (if known) \_\_\_\_\_. This category affects the availability of water and sewer service as follows (if known) \_\_\_\_\_.

D. **Recommendations and Pending Amendments (if known):**  
 1. The applicable master plan contains the following recommendations regarding water and sewer service to the Property: \_\_\_\_\_  
 2. The status of any pending water and sewer comprehensive plan amendments or service area category changes that would apply to the Property: \_\_\_\_\_

E. **Well and Individual Sewage System:** When a Buyer of real property that is located in a subdivision on which an individual sewage disposal system has been or will be installed receives the copy of the recorded subdivision plat, the Buyer must confirm in writing by signing said Plat that the Buyer has received and reviewed the Plat, including any restrictions on the location of initial and reserve wells, individual sewage disposal systems, and the buildings to be served by any individual sewage disposal system.

By signing below, the Buyer acknowledges that, prior to signing the Contract, the Seller has provided the information referenced above, or has informed the Buyer that the Seller does not know the information referenced above; the Buyer further understands that, to stay informed of future changes in County and municipal water and sewer plans, the Buyer should consult the County Planning Board or any appropriate municipal planning or water and sewer agency.

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

2. **DEFERRED WATER AND SEWER ASSESSMENT:**

A. **Private Utility Company:** Are there any annual or semi-annual assessments paid to private companies that provided or financed utility installation?  Yes  No. If yes, the Buyer agrees to assume the future obligations and pay future annual assessments in the amount of \$ \_\_\_\_\_ for remaining years to \_\_\_\_\_ (name of company).

B. **Washington Suburban Sanitary Commission (WSSC) or Local Jurisdiction:**  
 Are there any deferred water and sewer charges for which the Buyer may become liable which do not appear on the attached property tax bill?  Yes  No. If yes,  the Buyer agrees to assume the future obligations and pay future annual assessments in the amount of \$ \_\_\_\_\_, or  Buyer is hereby advised that a schedule of charges has not yet been established by the water and sewer authority, or  a local jurisdiction has adopted a plan to benefit the property in the future. (Check applicable box).

Buyer acknowledges that there may be annual water and sewer charges which are not recorded in the land records and which may not be discovered by a diligent title search. Buyer's acknowledgement is not a waiver of the Seller's obligation to accurately disclose the existence of an assessment as set forth herein.

Buyer's acknowledgment \_\_\_\_\_ / \_\_\_\_\_ (initials)

**3. HOMEOWNER'S ASSOCIATION, CONDOMINIUM ASSOCIATION OR COOPERATIVE ASSOCIATION**

**ASSESSMENTS:** (Check all that apply) The Property is located in a  not applicable  Homeowners Association with mandatory fees (HOA), and/or  Condominium Association and/or  Cooperative or  Other \_\_\_\_\_

Complete the following for all boxes checked above:

Name of Project/Subdivision: \_\_\_\_\_  
Management Company: \_\_\_\_\_ Telephone: \_\_\_\_\_  
Regular Periodic Fee: \$ \_\_\_\_\_ per \_\_\_\_\_ Special Assessments: \$ \_\_\_\_\_

Name of Project/Subdivision: \_\_\_\_\_  
Management Company: \_\_\_\_\_ Telephone: \_\_\_\_\_  
Regular Periodic Fee: \$ \_\_\_\_\_ per \_\_\_\_\_ Special Assessments: \$ \_\_\_\_\_

Are there any assessments or fees approved yet not assessed?  Yes  No. If yes, amount \$ \_\_\_\_\_ and explain reason for assessment: \_\_\_\_\_

**4. SPECIAL PROTECTION AREAS (SPA):**

Refer to <http://www.montgomeryplanning.org/environment/spa/faq.shtml> for an explanation of the "SPA" legislation and a map detailing protected areas. To determine if a particular property (which is located close to protected areas as designated on this map) is located within the boundaries of a "SPA" contact; [spa@mncppc-mc.org](mailto:spa@mncppc-mc.org), or call 301-495-4540.

Is this Property located in an area designated as a Special Protection Area?  Yes  No. If yes, special water quality measures and certain restrictions on land uses and impervious surfaces may apply. Under Montgomery County law, Special Protection Area (SPA) means a geographic area where:

- A. Existing water resources, or other environmental features directly relating to those water resources, are of high quality or are unusually sensitive;
  - B. Proposed land uses would threaten the quality or preservation of those resources or features in the absence of special water quality protection measures which are closely coordinated with appropriate land use controls.
- An SPA may be designated in:
- (1) a land use plan;
  - (2) the Comprehensive Water Supply and Sewer System Plan;
  - (3) a watershed plan; or
  - (4) a resolution adopted after at least fifteen (15) days' notice and a public hearing.

The Buyer acknowledges by signing this disclosure that the Seller has disclosed to the Buyer the information contained in Sections A and B before Buyer executed a contract for the above-referenced Property. Further information is available from the staff and website of Maryland-National Capital Area Park and Planning Commission (M-NCPPC).

\_\_\_\_\_  
Buyer

\_\_\_\_\_  
Buyer

**5. PROPERTY TAXES:**

Each property in Montgomery County, MD is assessed for annual real property taxes based on several different components. A copy of the tax bill will reflect which categories and components are applicable to this property, including, whether the property is located in a municipality, a special taxing district, a development district, a proposed development district, and/or whether this property is subject to a special area tax or any WSSC front foot benefit charges. Definitions and explanations of each of these categories can be obtained at the Montgomery County Department of Finance website in the "Frequently Asked Questions" section located at; [www.montgomerycountymd.gov/apps/tax/index.asp](http://www.montgomerycountymd.gov/apps/tax/index.asp) and select "FAQ". Additional information relating to taxes and the assessment and appeal process can be located at [www.dat.state.md.us/sdatweb/taxassess.html](http://www.dat.state.md.us/sdatweb/taxassess.html) - this provides tax information from the State of Maryland.

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IN ACCORDANCE WITH MONTGOMERY COUNTY CODE SECTION 40-12C, THE SELLER(S) MUST ATTACH HERETO A COPY OF THE CURRENT REAL PROPERTY TAX BILL FOR THIS PROPERTY. A current copy of the tax bill for this property can be obtained at; [www.montgomerycountymd.gov/apps/tax/index.asp](http://www.montgomerycountymd.gov/apps/tax/index.asp).

IN ADDITION, SELLER(S) ARE REQUIRED TO PROVIDE POTENTIAL BUYER'S WITH THE ESTIMATED PROPERTY TAX AND NON-TAX CHARGES FOR THE FIRST FULL FISCAL YEAR OF OWNERSHIP. Information relative to this estimate, including how it was calculated and its significance to Buyers can be obtained at [www.montgomerycountymd.gov/estimatedtax](http://www.montgomerycountymd.gov/estimatedtax). Buyer(s) hereby acknowledge receipt of 1) a copy of the current real property tax bill AND 2) the estimated property tax and non-tax charges in the Buyer's first full fiscal year of ownership, both as required by Montgomery County Code.

Buyer's acknowledgment of receipt of both tax disclosures \_\_\_\_\_ / \_\_\_\_\_ (initials)

**DEVELOPMENT DISTRICT DISCLOSURE - NOTICE OF SPECIAL TAX OR ASSESSMENT:**

Buyer is hereby notified that a property can be located in an Existing Development District or a Proposed Development District as defined under Chapter 14 of the Montgomery County Code. A Development District is a special taxing district in which owners of properties pay an additional tax or assessment in order to pay for public improvements within the District. This property is  located in a Development District  located in a proposed Development District  not located in an existing or proposed Development District. Check as applicable.

If the property is located in an Existing or Proposed Development District, the following disclosure is given: Each year the buyer of this property must pay a special assessment or special tax imposed under Chapter 14 of the Montgomery County Code, in addition to all other taxes and assessments that are due. If this property is located in a Development District, then, as of the date of execution of this disclosure, the special assessment or special tax on this property amounts to \$ \_\_\_\_\_ each year. A map reflecting Existing Development Districts can be obtained at; [http://www.montgomerycountymd.gov/apps/OCP/Tax/map/Existing\\_DevDistricts.pdf](http://www.montgomerycountymd.gov/apps/OCP/Tax/map/Existing_DevDistricts.pdf). If the property is located in a Proposed Development District the estimated maximum special assessment or special tax amounts to \$ \_\_\_\_\_ each year. A map reflecting Proposed Development Districts can be obtained at; [http://www.montgomerycountymd.gov/apps/ocp/tax/map/dev\\_districts.pdf](http://www.montgomerycountymd.gov/apps/ocp/tax/map/dev_districts.pdf).

Typically, the Development District Special Tax will increase approximately 2% each July 1. For more information, please contact the Montgomery County Department of Finance at 240-777-8860. FAQ's regarding Development Districts can be viewed at <http://www.montgomerycountymd.gov/apps/OCP/Tax/FAQ.asp>.

**6. TAX BENEFIT PROGRAMS:**

The Property might currently be under a tax benefit program that has deferred taxes due on transfer or may require a legally binding commitment from Buyer to remain in the program, such as, but not limited to:

A. Forest Conservation and Management Program (FC&MP): Buyer is hereby notified that a property under a Maryland Forest Conservation Management Agreement (FCMA) could be subject to recapture/deferred taxes upon transfer. Is the Property under FCMA?  Yes  No. If yes, taxes assessed shall be paid by the \_\_\_\_\_.

B. Agricultural Program: Is the Property subject to agricultural transfer taxes?  Yes  No. If yes, taxes assessed as a result of the transfer shall be paid by \_\_\_\_\_. Confirm if applicable to this property at; [www.dat.state.md.us/sdatweb/agtransf.html](http://www.dat.state.md.us/sdatweb/agtransf.html)

C. Other Tax Benefit Programs: Does the Seller have reduced property taxes from any government program?  Yes  No. If yes, explain: \_\_\_\_\_.

**7. STORM WATER MANAGEMENT FEES – CITY OF TAKOMA PARK:**

The City of Takoma Park, MD maintains its own storm water facilities and assesses and bills for an annual storm water management fee on all real property located in the city. This assessment is made separate from City property taxes and requires a separate inquiry as to applicability and the amount to be collected and/or prorated. Inquiries can be made at 301-891-7212. Is the property located in the City of Takoma Park and subject to this assessment?  Yes  No

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**8. RECORDED SUBDIVISION PLAT:**

Plats are available at the MNCPPC or at the Judicial Center, Room 218, 50 Maryland Avenue, Rockville, MD or at 240-777-9477. In order to obtain a plat you will be required to supply the Lot, Block, Section and Subdivision, as applicable, for the property. Plats are also available online at [http://www.montgomeryplanning.org/info/plat\\_maps.shtml](http://www.montgomeryplanning.org/info/plat_maps.shtml) or at [www.plats.net](http://www.plats.net). Note: user id = plato and password = platoff.

If the property is an unimproved lot or a newly constructed house being sold for the first time, the Buyer shall be provided a copy of the recorded subdivision plat prior to entering into a contract. Buyer hereby acknowledges receipt of a copy of the recorded subdivision plat.

Buyer's Initials: \_\_\_\_\_ / \_\_\_\_\_

However, if the property is not an unimproved lot or a newly constructed house (i.e. resale), the Buyer may, in writing, waive receipt of a copy of such plat at the time of execution of the contract, but shall, prior to or at the time of settlement, be provided with a copy of the subdivision plat. The subdivision plat is not intended as a substitute for examination of title and does not show every restriction and easement.

Buyer hereby acknowledges receipt of a copy of the recorded subdivision plat. Buyer's Initials: \_\_\_\_\_ / \_\_\_\_\_

OR

Buyer hereby waives receipt of a copy of such plat at time of execution of contract, but shall, prior to or at the time of settlement, be provided a copy of the subdivision plat.

Buyer's Initials: \_\_\_\_\_ / \_\_\_\_\_

**9. AGE OF HOME AND FEDERAL LEAD BASED PAINT:** Title X, Section 1018, the Residential Lead-Based Paint Hazard Act of 1992 (the Act), requires the disclosure of certain information regarding lead-based paint and lead-based paint hazards in connection with the sale of residential real property. Unless otherwise exempt, the Act applies only to housing constructed prior to 1978. A Seller of pre-1978 housing is required to disclose to the Buyer, based upon the Seller's actual knowledge, all known lead-based paint hazards in the Property and provide the Buyer with any available reports in the Seller's possession relating to lead-based paint or lead-based paint hazards applicable to the Property. The Seller, however, is not required to conduct or pay for any lead-based paint risk assessment or inspection.

At the time that the offer to purchase is entered into by the Buyer, the Seller is required to provide the Buyer with the EPA pamphlet entitled "Protect Your Family From Lead In Your Home" and a "Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards" form (GCAAR #500). The Seller is required under the Act to provide the Buyer with a ten (10) day time period (or other mutually agreeable time period) for the Buyer, at the Buyer's expense, to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards unless the Buyer waives such assessment or inspection by indicating such waiver on the Lead-Based Paint Disclosure form. Seller and any agent involved in the transaction are required to retain a copy of the completed Lead-Based Paint Disclosure form for a period of three (3) years following the date of the settlement.

**A SELLER WHO FAILS TO GIVE THE REQUIRED LEAD-BASED PAINT DISCLOSURE FORM AND EPA PAMPHLET MAY BE LIABLE UNDER THE ACT FOR THREE TIMES THE AMOUNT OF DAMAGES AND MAY BE SUBJECT TO BOTH CIVIL AND CRIMINAL PENALTIES.**

Seller represents and warrants to Buyer, broker(s), broker(s)' agents and subagents, intending that they rely upon such warranty and representation, that the property: (Seller to initial applicable line):

\_\_\_\_\_ / \_\_\_\_\_ was constructed prior to 1978 OR MM / \_\_\_\_\_ was not constructed prior to 1978

OR \_\_\_\_\_ / \_\_\_\_\_ the date of construction is uncertain.

If the Property was constructed prior to 1978 or if the date of construction is uncertain, as indicated by Seller's initial above, Seller and Buyer mutually agree that the requirements of the Act shall apply to the sale of the Property. Seller and Buyer acknowledge that the real estate brokers and salespersons involved in the sale of the Property have no duty to ascertain or verify the date of construction and assume no such duty or responsibility. Seller and Buyer agree, represent and warrant, each unto the other, that no binding and enforceable contract shall be deemed to exist or to have been formed unless the requirements of the Act have been complied with prior to the execution of this Contract by

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Seller and Buyer. Seller and Buyer represent and warrant that each intended, as a material term of the offer and acceptance that the requirements of the Act be complied with as an express condition of the formation of a binding and enforceable contract by and between the parties. Buyer and Seller acknowledge by their respective initials below that they have read and understand the provisions of this Paragraph 9.

MP / \_\_\_\_\_ / \_\_\_\_\_  
Seller's Initials Buyer's Initials

**10. DISCLOSURE/DISCLAIMER STATEMENT:** A property owner may be exempt from Maryland Residential Property Disclosure Act as defined in the Maryland Residential Property Disclosure and Disclaimer Statement. Is Seller exempt from the Maryland Residential Property Disclosure Act?  Yes  No. If no, see attached Maryland Residential Disclosure and Disclaimer Statement. If yes, reason for exemption: \_\_\_\_\_

**11. SMOKE DETECTORS:** Pursuant to Montgomery County Code, the Seller is required to have working smoke detectors on all levels with bedrooms. In addition, Maryland law requires the following disclosure: **This residential dwelling unit contains alternating current (AC) electric service. In the event of a power outage, an alternating current (AC) powered smoke detector will not provide an alarm. Therefore, the Buyer should obtain a dual-powered smoke detector or a battery-powered smoke detector.** Does this Property have either a dual-powered smoke detector or a battery-powered smoke detector?

Yes  No  Unknown

Certain municipalities have requirements exceeding those of Montgomery County; see municipality website for additional disclosures.

**12. HISTORIC PRESERVATION:**

Check questionable properties' status with the Montgomery County Historic Preservation Commission (301-563-3400) or go to <http://www.montgomeryplanning.org/historic/index.shtm>, to check applicability. Potential Buyers of property located in the City of Rockville should be advised that structures that are 50 years old or older, or which may be otherwise significant according to criteria established by the Rockville Historic District Commission, should be notified prior to purchase that demolition and building permit applications for substantial alteration will trigger an evaluation and approval process. This process may result in the property being designated a historic site, and if so, any exterior alterations must be reviewed and approved.

Has the Property been designated as an historic site in the master plan for historic preservation?  Yes  No.  
Is the Property located in an area designated as an historic district in that plan?  Yes  No.  
Is the Property listed as an historic resource on the County location atlas of historic sites?  Yes  No.  
Seller has provided the information required of Sec 40-12A as stated above, and the Buyer understands that special restrictions on land uses and physical changes may apply to this property. To confirm the applicability of this County Code (Sec 40-12A) and the restrictions on land uses and physical changes that may apply, contact the staff of the County Historic Preservation Commission, 301-563-3400. If the property is located within a local municipality, contact the local government to verify whether the property is subject to any additional local ordinances.

\_\_\_\_\_  
Buyer

\_\_\_\_\_  
Buyer

**13. MARYLAND FOREST CONSERVATION LAWS:**

**A. Forest Conservation Law:** The Buyer is notified that the cutting, clearing, and grading of more than 5,000 square feet of forest or any champion tree on the Property is subject to the requirements of the Forest Conservation Law. The Buyer is required to comply with the Forest Conservation Law, Chapter 22A of the Montgomery County Code. In order to assure compliance with the law, the Buyer is notified of the need to contact the Countywide Environmental Planning Division of the Maryland-National Capital Park and Planning Commission (M-NCPPC), whether it means obtaining a written exemption from the Forest Conservation Laws from M-NCPPC or obtaining approval of a Natural Resource Inventory/Forest Stand Delineation Plan, Forest Conservation Plan, or Tree Save

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Plan prior to cutting, clearing, and grading of more than 5,000 square feet of forest, obtaining a grading or sediment control permit, or developing the Property. Further, Seller represents and warrants that no activities have been undertaken on the Property in violation of the Forest Conservation Law and that if such activities have occurred in violation of the applicable law, that Seller has paid all of the penalties imposed and taken all of the corrective measures requested by M-NCPPC.

B. **Forest Conservation Easements:** Seller represents and warrants that the Property is  Is not  currently subject to a recorded Category I or Category II Forest Conservation Easement, Management Agreement or an approved Forest Conservation Plan, Tree Save Plan, or any other plan requiring the protection of natural areas, or any other pending obligation binding the owner of the Property under Forest Conservation Law requirements. If the Property is encumbered by any such easement or plan, attach a copy of the plat or recorded document (if available).

14. **MODERATELY-PRICED DWELLING UNIT:** Is the Property part of the Moderately-Priced Dwelling Unit Program in Montgomery County?  Yes  No. In City of Rockville?  Yes  No. If yes to either question, Seller to indicate month and year of initial offering: \_\_\_\_\_ . If initial offering is after March 20, 1989, the prospective Buyer and Seller should contact the appropriate jurisdictional agency to ascertain the legal buying and selling restrictions on the Property.

15. **UNDERGROUND STORAGE TANK:** For information regarding Underground Storage Tanks and the procedures for their removal or abandonment, contact the Maryland Department of the Environment at [www.mde.state.md.us](http://www.mde.state.md.us)  
Does the Property contain an unused underground storage tank?  
 Yes  No  Unknown. If yes, explain when, where and how it was abandoned: \_\_\_\_\_

16. **TAKOMA PARK RENTAL HOUSING LAWS:** The sale of any residential rental property located within the city limits of Takoma Park must contain a notice concerning the city's rental laws along with copies of certain rent reports and rental licensing inspection reports. GCAAR Form #1357 recites the applicable laws and identifies the reports that must be attached. This property is  is not  subject to the Takoma Park Rental Housing Law Notice requirements.

17. **AGRICULTURAL ZONE DISCLOSURE NOTICE:** Sellers of Montgomery County properties that are located in, adjoin or confront an area that is zoned agricultural must make certain disclosures to potential Buyers. These disclosures are contained in GCAAR Form #1361, which must be provided to potential Buyers prior to entering into a Contract for the purchase and sale of a property that is subject to this Agricultural Zone Disclosure requirement. Additional information can be obtained at [http://www.mcmaps.org/notification/agricultural\\_land.asp](http://www.mcmaps.org/notification/agricultural_land.asp) . This property is  is not  subject to the Agricultural Zone Disclosure Notice requirements.

18. **NOTICE CONCERNING CONSERVATION EASEMENTS:** If the Property is encumbered by a Conservation Easement as defined in Section 10-705 of the Real Property Article, Annotated Code of Maryland, the contract must contain a notice concerning the easement, which is contained in an attached addendum. This Paragraph does not apply to the sale of property in an action to foreclose a mortgage or deed of trust. (If the Property is encumbered by a Conservation Easement: See Conservation Easement Addendum GCAAR Form #1359). This property is  is not  subject to a Conservation Easement.

19. **GROUND RENT:** If the Property is subject to ground rent and the ground rent is not timely paid, the ground lease holder (i.e., the person to whom the ground rent is payable) may bring an action under Section 8-402.3 of the Real Property Article, Annotated Code of Maryland. As a result of this action, a lien may be placed upon the property. If the Property is subject to ground rent, Sections 14-116 and 14-116.1 of the Real Property Article provide the purchaser, upon obtaining ownership of the Property, with certain rights and responsibilities relative to the ground rent. (If the Property is subject to ground rent: See Property Subject to Ground Rent Addendum, GCAAR Form #1360). This property is  is not  subject to Ground Rent.

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**20. AIRPORTS AND HELIPORTS:** The following list of airports and heliports includes those in Montgomery County and the surrounding area that may be within a five-mile radius of the Property. This list was compiled from data provided by the Washington Airports District Office of the Federal Aviation Administration and was current as of 4/1/07. Buyer should be aware of the fact that most properties in Montgomery County are within five (5) miles of an airport or heliport installation. Refer to the FAA website for a current list: [http://www.faa.gov/airports/airport\\_safety/airportdata\\_5010](http://www.faa.gov/airports/airport_safety/airportdata_5010).

**Montgomery County**

Bethesda Naval Medical Hospital Heliport, 8901 Rockville Pike, Bethesda, MD 20889  
Davis Airport, 7200 Hawkins Creamery Road, Laytonsville, MD 20879  
Dow Jones & Company, Inc., 11501 Columbia Pike, Silver Spring, MD 20904  
Federal Support Center Heliport, 5321 Riggs Road, Gaithersburg, MD 20882  
Flying M Farms, 24701 Old Hundred Road, Comus, MD 20842  
IBM Corporation Heliport, 18100 Frederick Avenue, Gaithersburg, MD 20879  
Maryland State Police Heliport, 16501 Norwood Road, Sandy Spring, MD 20860  
Montgomery County Airpark, 7940 Airpark Road, Gaithersburg, MD 20879  
Shady Grove Adventist Hospital, 9901 Medical Center Drive, Rockville, MD 20850  
Suburban Hospital, 8600 Old Georgetown Road, Bethesda, MD 20814  
Waredaca Farm, 4015 Damascus Road, Gaithersburg, MD 20760  
Washington Adventist Hospital, 7600 Carroll Avenue, Takoma Park, MD 20912

**Prince George's County**

Citizens Bank Helipad, 14401 Sweitzer Lane, Laurel, MD 20707  
College Park, 1909 Cpl Frank Scott Drive, College Park, MD 20740  
The Greater Laurel Beltsville Hospital, 7100 Contee Road, Laurel, MD 20707

**Frederick County**

Faux-Burhams Airport, 9401 Ball Road, Ijamsville, MD 21754  
Ijamsville Airport, 9701 C. Reichs Ford Road, Ijamsville, MD 21754  
Stol-Crest Airfield, 3851 Price's Distillery Road, Urbana, MD 21754

**Carroll County**

Walters Airport, 7017 Watersville Road, Mt. Airy, MD 21771

**District of Columbia**

Children's National Medical Center, 111 Michigan Avenue, NW, 20010  
Georgetown University Hospital, 3800 Reservoir Road, NW, 20007  
Metropolitan Police, Dist. 2, 3320 Idaho Avenue, NW, 20007  
Metropolitan Police, Dist. 3, 1620 V Street, NW, 20007  
Michael R. Nash, 50 Florida Avenue, NE 20002  
National Presbyterian Church, 4101 Nebraska Avenue, NW, 20016  
Ronald Reagan Washington National Airport, Arlington County 20001  
Sibley Memorial Hospital, 5255 Loughboro Road, NW, 20016  
Steuart Office Pad, Steuart Petroleum Co., 4640 40th Street, NW, 20016  
Walter Reed Hospital, 6825 16th Street, NW, 20012  
Washington Hospital Center, 110 Irving Street, NW, 20010  
Washington Post, 1150 15th Street, NW, 20017

**Virginia**

Leesburg Executive, 1001 Sycolin Road, Leesburg, 22075  
Loudoun Hospital Center, 224 Cornwall, NW, Leesburg, 22075  
Ronald Reagan Washington National Airport, Arlington County 20001

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21. **ENERGY EFFICIENCY DISCLOSURE NOTICE:** Before signing a contract for the sale of a single-family home, Sellers of Montgomery County properties must provide Buyers with:

A. Information about home energy efficiency improvements, including the benefit of conducting a home energy audit. Buyers should visit the following websites for this information:

- [http://gcaar.com/news\\_ektid5454.aspx](http://gcaar.com/news_ektid5454.aspx)
- [www.Energystar.gov/homeperformance](http://www.Energystar.gov/homeperformance)
- [www.Lighterfootstep.com](http://www.Lighterfootstep.com)
- [www.Goinggreenathome.org](http://www.Goinggreenathome.org)

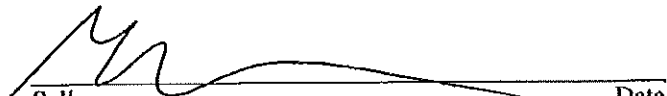
B. Copies of electric, gas and home heating oil bills OR cost and usage history for the single-family home for the immediate prior 12 months, unless the single-family home was unoccupied for the entire prior 12 months.

Has the home been owner-occupied for the immediate prior 12 months?  Yes  No. If No, the seller must provide the buyer with the required information for that part of the prior 12 months, if any, that the seller occupied the single-family home. Sellers may use GCAAR Form #932 to disclose the utility costs and usage history.

Buyer acknowledges that they have been provided with the information as stated in A and B above.

Buyer's acknowledgment \_\_\_\_\_ / \_\_\_\_\_ (Initials)

22. **HEADINGS:** The Paragraph headings of this Agreement are for convenience and reference only, and in no way define or limit the intent, rights or obligations of the parties.

  
 \_\_\_\_\_  
 Seller Date  
 Gus Pappas

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

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

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

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# Inclusions/Exclusions Attachment to Listing Agreement Disclosure and/or Addendum

Property Address: 5504 Greentree Road, Bethesda, MD 20817

## PART I. INCLUSIONS/EXCLUSIONS DISCLOSURE:

**Personal Property and Fixtures:** The Property includes the following personal property and fixtures, if existing: built-in heating and central air conditioning equipment, plumbing and lighting fixtures, sump pump, attic and exhaust fans, storm windows, storm doors, screens, installed wall-to-wall carpeting, window shades, blinds, window treatment hardware, smoke and heat detectors, TV antennas, exterior trees and shrubs. Unless otherwise agreed to in writing, all surface or wall mounted electronic components/devices DO NOT convey. If more than one of an item convey, the number of items is noted. The items marked YES below are currently installed or offered.

Yes	No	#	Items	Yes	No	#	Items	Yes	No	#	Items
<input checked="" type="checkbox"/>	<input type="checkbox"/>		Alarm System	<input type="checkbox"/>	<input checked="" type="checkbox"/>		Freezer	<input checked="" type="checkbox"/>	<input type="checkbox"/>		Satellite Dish
<input checked="" type="checkbox"/>	<input type="checkbox"/>		Built-in Microwave	<input checked="" type="checkbox"/>	<input type="checkbox"/>		Furnace Humidifier	<input type="checkbox"/>	<input checked="" type="checkbox"/>		Storage Shed
<input checked="" type="checkbox"/>	<input type="checkbox"/>		Ceiling Fan	<input checked="" type="checkbox"/>	<input type="checkbox"/>	2	Garage Opener	<input type="checkbox"/>	<input checked="" type="checkbox"/>		Stove or Range
<input checked="" type="checkbox"/>	<input type="checkbox"/>		Central Vacuum	<input checked="" type="checkbox"/>	<input type="checkbox"/>	2	w/ remote	<input type="checkbox"/>	<input checked="" type="checkbox"/>		Trash Compactor
<input checked="" type="checkbox"/>	<input type="checkbox"/>		Clothes Dryer	<input checked="" type="checkbox"/>	<input type="checkbox"/>		Gas Log	<input checked="" type="checkbox"/>	<input type="checkbox"/>	2	Wall Oven
<input checked="" type="checkbox"/>	<input type="checkbox"/>		Clothes Washer	<input type="checkbox"/>	<input checked="" type="checkbox"/>		Hot Tub, Equip, & Cover	<input type="checkbox"/>	<input checked="" type="checkbox"/>		Water Treatment System
<input checked="" type="checkbox"/>	<input type="checkbox"/>		Cooktop	<input type="checkbox"/>	<input checked="" type="checkbox"/>		Intercom	<input type="checkbox"/>	<input checked="" type="checkbox"/>		Window A/C Unit
<input checked="" type="checkbox"/>	<input type="checkbox"/>		Dishwasher	<input type="checkbox"/>	<input checked="" type="checkbox"/>		Playground Equipment	<input type="checkbox"/>	<input checked="" type="checkbox"/>		Window Fan
<input checked="" type="checkbox"/>	<input type="checkbox"/>		Disposer	<input type="checkbox"/>	<input checked="" type="checkbox"/>		Pool, Equip, & Cover	<input checked="" type="checkbox"/>	<input type="checkbox"/>		Window Treatments
<input checked="" type="checkbox"/>	<input type="checkbox"/>		Electronic Air Filter	<input checked="" type="checkbox"/>	<input type="checkbox"/>		Refrigerator	<input type="checkbox"/>	<input checked="" type="checkbox"/>		Wood Stove
<input checked="" type="checkbox"/>	<input type="checkbox"/>		Fireplace Screen/Door	<input checked="" type="checkbox"/>	<input type="checkbox"/>		w/ ice maker				

OTHER \_\_\_\_\_

### LEASED ITEMS

Any leased items, systems or service contracts (including, but not limited to, fuel tanks, water treatment systems, lawn contracts, security system monitoring, and satellite contracts) DO NOT CONVEY absent an express written agreement by Purchaser and Seller. The following is a list of the leased items within the Property: \_\_\_\_\_

Seller certifies that Seller has completed this checklist disclosing what conveys with the property and gives permission to make this information available to prospective buyers.


10-7-14

Seller Gus Pappas Date \_\_\_\_\_ Seller \_\_\_\_\_ Date \_\_\_\_\_

## PART II. INCLUSIONS/EXCLUSIONS ADDENDUM:

The Contract of Sale dated \_\_\_\_\_ between Seller Gus Pappas \_\_\_\_\_ and Buyer \_\_\_\_\_ is hereby amended by the incorporation of Part I and II herein, which shall supersede any provisions to the contrary in the Contract.

The parties agree that Part I herein shall replace and supersede the provisions of the Inclusions/Exclusions paragraph of the MAR Residential Contract of Sale or the Personal Property and Fixtures paragraph of the Regional Sales Contract as applicable.

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



## MARYLAND RESIDENTIAL PROPERTY DISCLOSURE AND DISCLAIMER STATEMENT

Property Address: 5504 Greentree Road, Bethesda, MD 20817

Legal Description: Huntington Terrace

### NOTICE TO SELLER AND PURCHASER

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

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

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

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

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

### MARYLAND RESIDENTIAL PROPERTY DISCLOSURE STATEMENT

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

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

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How long have you owned the property? 4 yrs

Property System: Water, Sewage, Heating & Air Conditioning (Answer all that apply)

Water Supply	<input checked="" type="checkbox"/> Public	<input type="checkbox"/> Well	<input type="checkbox"/> Other _____
Sewage Disposal	<input checked="" type="checkbox"/> Public	<input type="checkbox"/> Septic System approved for _____ (# bedrooms) Other Type _____	
Garbage Disposal	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	
Dishwasher	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	
Heating	<input type="checkbox"/> Oil	<input checked="" type="checkbox"/> Natural Gas	<input type="checkbox"/> Electric <input type="checkbox"/> Heat Pump Age _____ <input type="checkbox"/> Other _____
Air Conditioning	<input type="checkbox"/> Oil	<input type="checkbox"/> Natural Gas	<input checked="" type="checkbox"/> Electric <input type="checkbox"/> Heat Pump Age _____ <input type="checkbox"/> Other _____
Hot Water	<input type="checkbox"/> Oil	<input checked="" type="checkbox"/> Natural Gas	<input type="checkbox"/> Electric Capacity _____ Age _____ <input type="checkbox"/> Other _____

Please indicate your actual knowledge with respect to the following:

1. Foundation: Any settlement or other problems?  Yes  No  Unknown  
Comments: \_\_\_\_\_

2. Basement: Any leaks or evidence of moisture?  Yes  No  Unknown  Does Not Apply  
Comments: \_\_\_\_\_

3. Roof: Any leaks or evidence of moisture?  Yes  No  Unknown  
Type of Roof: Asphalt Shingle Age: 8 Yr  
Comments: \_\_\_\_\_  
Is there any existing fire retardant treated plywood?  Yes  No  Unknown  
Comments: \_\_\_\_\_

4. Other Structural Systems, including exterior walls and floors:  
Comments: \_\_\_\_\_  
Any defects (structural or otherwise)?  Yes  No  Unknown  
Comments: \_\_\_\_\_

5. Plumbing System: Is the system in operating condition?  Yes  No  Unknown  
Comments: \_\_\_\_\_

6. Heating Systems: Is heat supplied to all finished rooms?  Yes  No  Unknown  
Comments: \_\_\_\_\_  
Is the system in operating condition?  Yes  No  Unknown  
Comments: \_\_\_\_\_

7. Air Conditioning System: Is cooling supplied to all finished rooms?  Yes  No  Unknown  Does Not Apply  
Comments: \_\_\_\_\_  
Is the system in operating condition?  Yes  No  Unknown  Does Not Apply  
Comments: \_\_\_\_\_

8. Electric Systems: Are there any problems with electrical fuses, circuit breakers, outlets or wiring?  
 Yes  No  Unknown  
Comments: \_\_\_\_\_

8A. Will the smoke alarms provide an alarm in the event of a power outage?  Yes  No  
Are the smoke alarms over 10 years old?  Yes  No  
If the smoke alarms are battery operated, are they sealed, tamper resistant units incorporating a silence/hush button, which use long-life batteries as required in all Maryland Homes by 2018?  Yes  No  
Comments: \_\_\_\_\_

9. Septic Systems: Is the septic system functioning properly?  Yes  No  Unknown  Does Not Apply  
When was the system last pumped? Date \_\_\_\_\_  Unknown  
Comments: \_\_\_\_\_

10. Water Supply: Any problem with water supply?  Yes  No  Unknown

Comments: \_\_\_\_\_  
Home water treatment system:  Yes  No  Unknown

Comments: \_\_\_\_\_  
Fire sprinkler system:  Yes  No  Unknown  Does Not Apply

Comments: \_\_\_\_\_  
Are the systems in operating condition?  Yes  No  Unknown

Comments: \_\_\_\_\_

11. Insulation: In exterior walls?  Yes  No  Unknown

In ceiling/attic?  Yes  No  Unknown

In any other areas?  Yes  No  Unknown Where? \_\_\_\_\_

Comments: \_\_\_\_\_

12. Exterior Drainage: Does water stand on the property for more than 24 hours after a heavy rain?  Yes  No  Unknown

Comments: \_\_\_\_\_  
Are gutters and downspouts in good repair?  Yes  No  Unknown

Comments: \_\_\_\_\_

13. Wood-destroying insects: Any infestation and/or prior damage?  Yes  No  Unknown

Comments: \_\_\_\_\_  
Any treatments or repairs?  Yes  No  Unknown

Any warranties?  Yes  No  Unknown

Comments: \_\_\_\_\_

14. Are there any hazardous or regulated materials (including, but not limited to, licensed landfills, asbestos, radon gas, lead-based paint, underground storage tanks, or other contamination) on the property?  Yes  No  Unknown

If yes, specify below \_\_\_\_\_  
Comments: \_\_\_\_\_

15. If the property relies on the combustion of a fossil fuel for heat, ventilation, hot water, or clothes dryer operation, is a carbon monoxide alarm installed in the property?  Yes  No  Unknown

Comments: \_\_\_\_\_

16. Are there any zoning violations, nonconforming uses, violation of building restrictions or setback requirements or any recorded or unrecorded easement, except for utilities, on or affecting the property?  Yes  No  Unknown

If yes, specify below \_\_\_\_\_  
Comments: \_\_\_\_\_

16A. If you or a contractor have made improvements to the property, were the required permits pulled from the county or local permitting office?  Yes  No  Does Not Apply  Unknown

Comments: \_\_\_\_\_

17. Is the property located in a flood zone, conservation area, wetland area, Chesapeake Bay critical area or Designated Historic District?  Yes  No  Unknown If yes, specify below \_\_\_\_\_

Comments: \_\_\_\_\_

18. Is the property subject to any restriction imposed by a Home Owners Association or any other type of community association?  Yes  No  Unknown If yes, specify below \_\_\_\_\_

Comments: \_\_\_\_\_

19. Are there any other material defects, including latent defects, affecting the physical condition of the property?  Yes  No  Unknown

Comments: A clamp on a pipe in the storage room broke and a couple of the rooms had water damage. EVERYTHING was professionally cleaned and put back together

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NOTE: Owner(s) may wish to disclose the condition of other buildings on the property on a separate RESIDENTIAL PROPERTY DISCLOSURE STATEMENT.

The owner(s) acknowledge having carefully examined this statement, including any comments, and verify that it is complete and accurate as of the date signed. The owner(s) further acknowledge that they have been informed of their rights and obligations under §10-702 of the Maryland Real Property Article.

Owner  Date 10-7-14  
Gus Pappas

Owner \_\_\_\_\_ Date \_\_\_\_\_

The purchaser(s) acknowledge receipt of a copy of this disclosure statement and further acknowledge that they have been informed of their rights and obligations under §10-702 of the Maryland Real Property Article.

Purchaser \_\_\_\_\_ Date \_\_\_\_\_

Purchaser \_\_\_\_\_ Date \_\_\_\_\_

**MARYLAND RESIDENTIAL PROPERTY DISCLAIMER STATEMENT**

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

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

The owner(s) has actual knowledge of the following latent defects: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Owner \_\_\_\_\_ Date \_\_\_\_\_

Owner \_\_\_\_\_ Date \_\_\_\_\_

The purchaser(s) acknowledge receipt of a copy of this disclaimer statement and further acknowledge that they have been informed of their rights and obligations under §10-702 of the Maryland Real Property Article.

Purchaser \_\_\_\_\_ Date \_\_\_\_\_

Purchaser \_\_\_\_\_ Date \_\_\_\_\_



### Lead Paint - Federal Disclosure

### Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards

RE: 5504 Greentree Road, Bethesda, MD 20817

Property Address

#### LEAD WARNING STATEMENT

Every purchaser/tenant of any interest in residential real 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/landlord of any interest in residential real property is required to provide the buyer/tenant with any information on lead-based paint hazards from risk assessments or inspections in the seller's/landlord's possession and notify the buyer/tenant of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase/lease.

#### SELLER'S/LANDLORD'S DISCLOSURE (initial)

ML (a) Presence of lead-based paint and/or lead-based paint hazards (check one below):  
 Known lead-based paint and/or lead-based paint hazards are present in the housing (explain):

ML (b)  Seller/Landlord has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

Records and reports available to the seller/landlord (check one below):

Seller/Landlord has provided the purchaser/tenant with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below):

Seller/Landlord has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

#### PURCHASER'S/TENANT'S ACKNOWLEDGMENT (initial)

ML (c) Purchaser/Tenant has read the Lead Warning Statement above

ML (d) Purchaser/Tenant has received copies of all information listed above.  Yes  No  None listed

ML (e) Purchaser/Tenant has received the pamphlet Protect Your Family From Lead in Your Home.  Yes  No

ML (f) Purchaser has (check one below):

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

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)

ML (g) Agent has informed the seller/landlord of the seller's/landlord's obligations Under 42 U.S.C. 4582(d) and is aware of his/her responsibility to ensure compliance.

#### CERTIFICATION OF ACCURACY

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

Seller/Landlord Date Buyer/Tenant Date  
Gus Pappas

Seller/Landlord Date Buyer/Tenant Date

Agent Jeremy Lichtenstein Date 10/7/2014 Agent Date

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GCAAR FORM # 907 Federal Lead Disclosure — MC & DC Page 1 of 1 07/01  
(Previously form # 500)



**Maryland Lead Poisoning Prevention Program Disclosure**  
**THIS FORM IS A REVISION OF MAR LEAD PAINT FORM**  
*(Use with contracts for the sale of property constructed prior to 1979)*

5504 Greentree Road  
 Property Address Bethesda, MD 20817

1. Seller hereby discloses that the property (*Seller to initial applicable lines*):

\_\_\_\_\_ / \_\_\_\_\_ was constructed prior to 1950; OR

\_\_\_\_\_ / \_\_\_\_\_ was constructed between 1950 and 1978; AND

If constructed in 1978 or earlier, \_\_\_\_\_ / \_\_\_\_\_ is or MP / \_\_\_\_\_ is not registered in the Program.

2. If the Property was constructed prior to 1950 and Buyer intends to lease the Property effective immediately following settlement or in the future, Buyer shall be required to register the Property with the Maryland Department of the Environment within thirty (30) days following the date of settlement or within thirty (30) days following the conversion of the Property to rental property as required by the Maryland Program. Buyer shall be responsible for full compliance under the Maryland Program, including but not limited to, registration; inspections; lead-paint risk reduction and abatement procedures; payment of all fees, costs and expenses; and the notice requirements to tenants as well as the requirements of qualified offers.

3. If the Property is registered under the Maryland Program as indicated above, Seller further discloses to Buyer that an event as defined under the Maryland Program (including, but not limited to, notice of the existence of lead-based paint hazards or notice of elevated blood lead levels from a tenant or state, local or municipal health agency) (*Seller to initial applicable line*) \_\_\_\_\_ / \_\_\_\_\_ has; or \_\_\_\_\_ / \_\_\_\_\_ has not occurred, which obligates Seller to perform either the modified or full risk reduction treatment of the Property as required under the Maryland Program. If an event has occurred that obligates Seller to perform either the modified or full risk reduction treatment of the Property, Seller hereby discloses the scope of such treatment as follows:

If such event has occurred, Seller (*Seller to initial applicable line*) \_\_\_\_\_ / \_\_\_\_\_ will; OR MP / \_\_\_\_\_ will not perform the required treatment prior to transfer of title of the Property to Buyer.

Buyer acknowledges by Buyer's initials that Buyer has read and understands the above Paragraphs. \_\_\_\_\_ / \_\_\_\_\_ (BUYER)

**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.

<u>[Signature]</u>	<u>10/7/14</u>	_____	_____
Seller	Date	Buyer	Date
Gus Pappas			

<u>[Signature]</u>	<u>10/7/2014</u>	_____	_____
Seller's Agent	Date	Buyer's Agent	Date
Jeremy Lichtenstein			

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GCAAR Form #908 – MC  
 (Previously form #1301 L.2)

Page 1 of 1

10/10

RE/MAX Realty Services, 4825 Bethesda Ave Bethesda, MD 20814  
 Phone: 301.347.4121 Fax: 301.652.0335

Jeremy Lichtenstein

5504 Greentree





STATE OF MARYLAND  
REAL ESTATE COMMISSION

## Understanding Whom Real Estate Agents Represent

At the Time of the First Scheduled Face to Face Contact with You, the Real Estate Licensee Who is Assisting You is Required by Law to Provide this Notice to You. This Notice is Not a Contract or Agreement and Creates No Obligation on Your Part.

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

*In this form "seller" includes "landlord"; "buyer" includes "tenant"; and "purchase" or "sale" includes "lease"*

### 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 and exclusively represents the sellers. That means that the Seller's agent may assist the buyer in purchasing the property, but his or her duty of loyalty is only to the sellers.

**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 in purchasing a property, but his or her duty of loyalty is only to the sellers.

**If you are viewing a property listed by the company with whom the agent accompanying you is affiliated, and you have not signed a "Consent for Dual Agency" form, that agent is representing the seller.**

### 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 purchase, 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 may enter into a written contract with a real estate agent which provides that the agent will represent the buyer in locating a property to buy. 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. The agent's fee is paid according to the written agreement between the agent and the buyer. If you as a buyer wish to have an agent represent you, you must enter into a written buyer agency agreement before a contract offer can be prepared.

### 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 broker or the broker's designee, is called the "dual agent." Dual agents do not act exclusively in the interests of either the seller or buyer, 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 agree to dual agency by signing a Consent For Dual Agency form, then the "dual agent" (the broker or the broker's designee) will assign one agent to represent the seller (the seller's "intra-company agent") and another agent to represent the buyer (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.

GCAAR Form # 1003 - Understanding Whom Real Estate Agents Represent

RE/MAX Realty Services, 4825 Bethesda Ave Bethesda, MD 20814  
Jeremy Lichtenstela

Phone: 301.347.4121

Fax: 301.652.0335

5504 Greentree Road

Produced with zipForm® by zipLogix 16070 Fifteen Mile Road, Fraser, Michigan 48026 [www.zipLogix.com](http://www.zipLogix.com)

If either party does not agree to dual agency, the real estate company must 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 may choose to enter into a written buyer agency agreement with an agent from a different company. Alternatively, 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 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 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 brokers and agents should be in writing and should explain the duties and obligations of both the broker and the agent. The agreement should explain how the broker and agent will be paid and any fee-sharing agreements with other brokers and 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) 230-6206.

We, the  Sellers/Landlord  Buyers/Tenants acknowledge receipt of a copy of this disclosure and that RE/MAX Realty Services (firm name) and Jeremy Lichtenstein (salesperson) are working as:

(You may check more than one box but not more than two)

- seller/landlord's agent
- co-operating agent (representing seller/landlord)
- buyer's/tenant's agent
- intra-company agent/dual agent (CHECK BOX ONLY IF CONSENT FOR DUAL AGENCY FORM HAS BEEN SIGNED)

[Signature] 10-7-14 \_\_\_\_\_  
Signature Date Signature Date  
Gus Pappas

\*\*\*\*\*

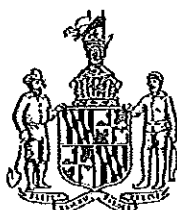
I certify that on this date I made the required agency disclosure to the individuals identified below and they were unable or unwilling to acknowledge receipt of a copy of this disclosure statement

\_\_\_\_\_  
Name of Individual to whom disclosure made

\_\_\_\_\_  
Name of Individual to whom disclosure made

\_\_\_\_\_  
Agent's Signature

\_\_\_\_\_  
(Date)



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 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") will 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 may provide the same services to their clients as an exclusive seller's or buyer's agent, 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 cooperating agent from another company. Alternatively, the buyer may choose to enter into a written buyer agency agreement with a different 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

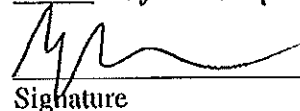
I have read the above information, and I understand the terms of the dual agency. I understand that I do not have to consent to a dual agency and that if I refuse to consent, there will not be a dual agency; and that I may withdraw the consent at any time upon notice to the dual agent. I hereby consent to have

RE/MAX Realty Services  
(Firm Name)

act as a Dual Agent for me as the

Seller in the sale of the property at: 5504 Greentree Road, Bethesda, MD 20817

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

  
Signature

Gus Pappas

10-7-14  
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:

5504 Greentree Road, Bethesda, MD 20817

Property

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

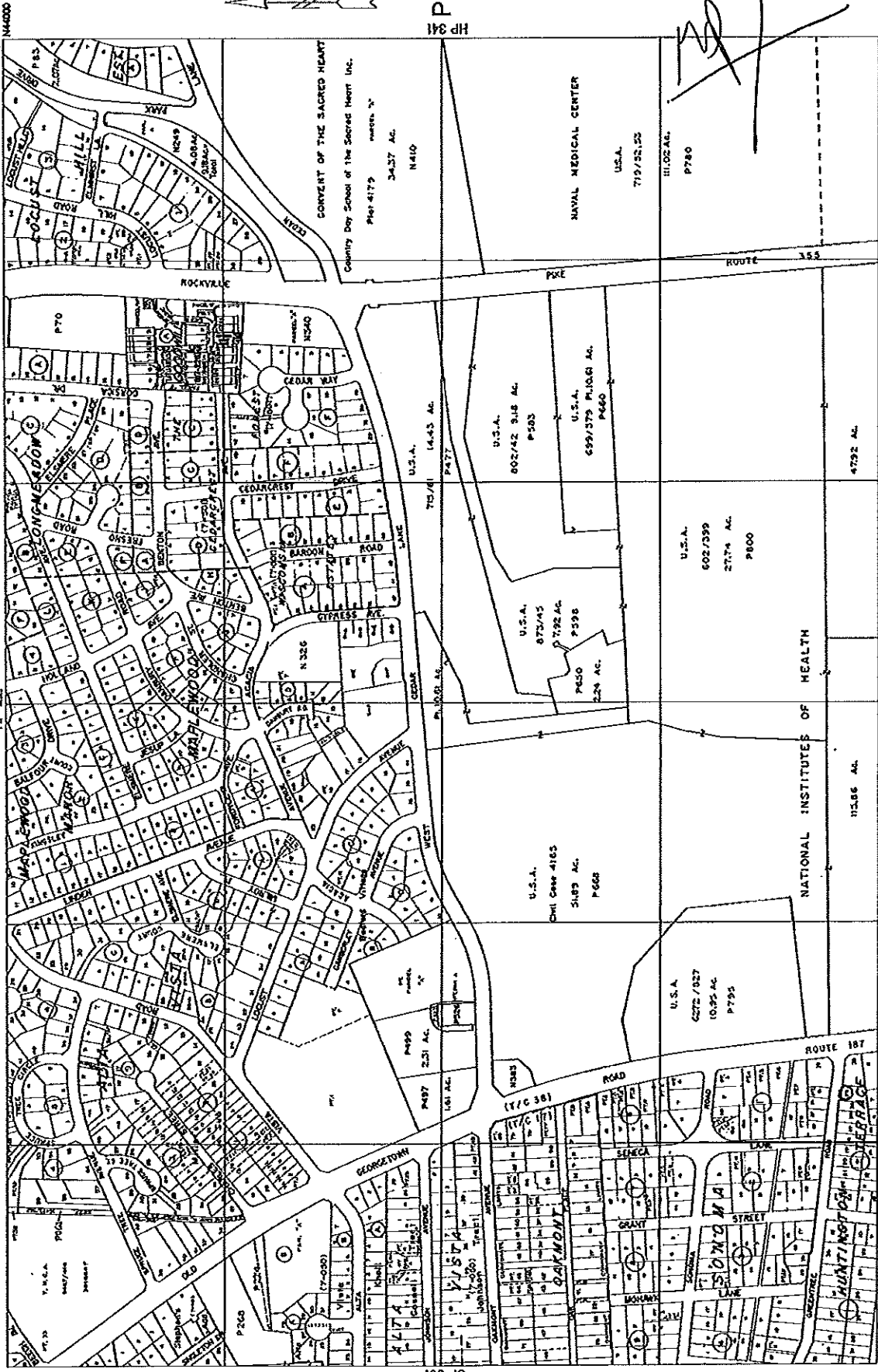
Date

Gus Pappas

W24000

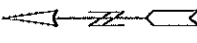
H 2

H 1



HP 341

GP 581



H 2

H 1

MAP HP 121  
 VSSSC 21 NW 05  
 LOCUSCOE N.L.H.

MONTGOMERY CO.,  
 MARYLAND

MONTGOMERY COUNTY, MARYLAND	
PLAT	DATE
HP 341	1951
GP 581	1951
HP 121	1951
VSSSC 21 NW 05	1951
LOCUSCOE N.L.H.	1951



SCALE IN FEET  
 0 200 400

THIS MAP WAS PREPARED BY THE COUNTY ENGINEER, MONTGOMERY COUNTY, MARYLAND, FROM THE ORIGINAL RECORDS OF THE COUNTY ENGINEER, MONTGOMERY COUNTY, MARYLAND, AND IS SUBJECT TO THE TERMS AND CONDITIONS OF THE ORIGINAL RECORDS.

00006A

N4000

# Office of Consumer Protection

*Ensuring Integrity in Our Marketplace*

100 Maryland Ave., Suite 330  
Rockville, MD 20850  
T: 240.777.3636

Printed on: 9/18/2014 10:03:13 AM



## Real Property Estimated Tax and Other Non-tax Charges a new owner will pay in the first full fiscal year of ownership

<b>ACCOUNT NUMBER:</b>		03461038	
<b>PROPERTY:</b>	<b>OWNER NAME</b>	PAPPAS GUS P	
	<b>ADDRESS</b>	5504 GREENTREE RD BETHESDA, MD 20817-3548	
	<b>TAX CLASS</b>	38	
	<b>REFUSE INFO</b>	Refuse Area: R Refuse Unit:	
<b>TAX INFORMATION:</b>			
<b>TAX DESCRIPTION</b>	<b>FY15 PHASE-IN VALUE<sub>1</sub></b>	<b>FY14 RATE<sub>2</sub></b>	<b>ESTIMATED FY15 TAX/CHARGE</b>
STATE PROPERTY TAX	1,089,400	.1120	\$1,220.13
COUNTY PROPERTY TAX <sub>3</sub>	1,089,400	1.0080	\$10,981.15
SOLID WASTE CHARGE <sub>4</sub>		368,6600	\$368.66
WATER QUALITY PROTECT CHG (SF) <sub>4</sub>			\$88.4
WSSC CONNECTION FEE CHG <sub>4</sub>			\$1,047.65
<b>ESTIMATED TOTAL<sub>6</sub></b>			<b>\$13,705.99</b>

The following footnote references apply only if the table above has a foot number reference.

- Phase In value comes from the data base at the Maryland Department of Assessments and Taxation <http://www.dat.state.md.us/>. Real Property Data Search. The phase In value is for the next fiscal year, if available, otherwise the phase In value is for current fiscal year.
- Tax rates come from the current property tax bill, which also may include several non-tax charges, at the web page of the County Government's Department of Finance: <http://www.montgomerycountymd.gov/finance>. Look for a link to "Pay or view your property tax bill on line".
- County Property Tax is the sum of the General Fund tax and several special fund taxes.
- All non-tax charges (for example Solid Waste, Water Quality Protection, Bay Restoration Fund, WSSC) are the charges in the current fiscal year. These charges may be different in the next fiscal year.
- This property is located in an existing development district. Each year a special development district assessment must be paid. Effective every July 1st, the rate will change based on changes in the property assessment and debt service requirements. More information is available in the [FAQ](#) section of this website.
- You must update the estimate for the property taxes and other non-tax charges
  - Every July 1, because the tax rates, phase-in values, and other non-tax charges will or may change; AND ALSO
  - In early January if the calculation used the phase-in value for the current fiscal year instead of the phase-in value for the next fiscal year, because SDAT had not yet specified the phase in value for the next fiscal year. This occurs in the period July 1 - early January in the third year of the three year assessment cycle.
- This property is located in a proposed development district. At some date in the future, development district taxes may be levied to pay debt service on bonds issued to build infrastructure in the district. It is important that property owners recognize that this additional tax may be levied in the future. The rate indicated above is an estimate and will change once the district is created and bonds are issued. More information is available in the [FAQ](#) section of this website.
- The Proposed Estimated Total includes all actual and proposed taxes and non-tax charges relative to this property.
- This is a one time charge assessed against this property and is not an annual fee. It should be paid before the property is sold and will remain due until paid.

Tax ID: 160703461038  
County: MONTGOMERY

Metropolitan Regional Information Systems, Inc.  
Full Tax Record

Page 1 of 1  
18-Sep-2014  
8:24 am

Property Address: 5504 GREENTREE RD, BETHESDA MD 20817 3548

Legal Subdiv/Neighborhood: HUNTINGTON TERRACE

Condo/Coop Project:

Incorporated City:

Absent Owner: No

Owner Name: GUS P PAPPAS

Company Owner:

Addtl:

Care of Name:

MAILING ADDRESS: 5504 GREENTREE RD, BETHESDA, MD 20817 3548

LEGAL DESCRIPTION: HUNTINGTON TERRACE

Mag/Dist #: 7

Lot: 29

Block/Square: 2

Election District: 7

Legal Unit #:

Grid:

Section:

Subdiv Ph:

Addl Parcel Flag///:

Tax Map:

Map Suffix:

Suffix:

Parcel:

Map: HP11

Historic ID:

Agri Dist:

Plat Follo:

Sub-Parcel:

Tax Fiscal Year 2014 Estimated property tax and non-tax charges in first full fiscal year of ownership.

Plat Liber:

TOTAL EST. CHARGES: \$13,131

City Tax:

Tax Year: 2014

State/County Tax: \$8,761

Refuse: \$369

Base Tax Rate: 0.84

Spec Tax Assmt: \$4,001

Exempt Class:

Homestd/Exempt Status:

Front Foot Fee:

Tax Class: 38

Multi. Class:

ASSESSMENT

Year Assessed	Phase-In Value	Land	Improvement	Land Use
2014	\$1,038,067	\$481,300	\$808,100	
2013	\$986,733	\$418,500	\$516,900	
2012	\$986,733	\$418,500	\$516,900	

DEED

Deed Liber: 41114

Deed Follo: 64

Transfer Date	Price	Grantor	Grantee
10-Feb-2011	\$1,183,000	M, GALLAGHER SEAN & SAMANTHA S	P, PAPPAS GUS
30-Jun-2009	\$0	GALLAGHER, SEAN M	GALLAGHER, SEAN M & SAMANTHA S
21-Dec-2006	\$1,005,000	GREENTREE ASSOCIATES LLC	GALLAGHER, SEAN M

PROPERTY DESCRIPTION

Year Built: 2006  
 Irregular Lot:  
 Land Use Code: Residential  
 Property Class: R  
 Zoning Desc: RESIDENTIAL, ONE-FAMILY  
 Prop Use: RESIDENTIAL  
 Building Use:  
 Lot Description:

Zoning Code: R60  
 Square Feet: 7,851  
 Plat Liber/Follo: /  
 Quality Grade: GOOD  
 Xfer Devel.Right:  
 Site Influence:

Census Trct/Blck: /  
 Acreage: 0.18  
 Property Card:  
 Road Description:  
 Road Frontage:  
 Topography:  
 Sidewalk:  
 Pavement:

STRUCTURE DESCRIPTION

	Section 1	Section 2	Section 3	Section 4	Section 5
Construction:					
Story Type:	2B	1B	1		
Description:					
Dimensions:					
Area:	3,228	130	66	372	
Foundation:		Roofing: Shingle - Composite		# of Dormers:	
Ext Wall: Other		Style: Standard Unit		Year Remodeled:	
Stories: 2		Unls: 1		Model/Unit Type: STANDARD UNIT	
Total Building Area:			Living Area: 3,424	Base Sq Ft:	
Patlo/Deck Type:	Sq Ft:		Porch Type: Open	Sq Ft: 372	
Balcony Type:	Sq Ft:		Pool Type:	Sq Ft:	
Attic Type:	Sq Ft:		Roof Type:		
Rooms:		Fireplace Type: STN		Fireplaces: 2	
Bedrooms:		Bsmt Type: Fully Finished		Garage Type:	
Full Baths: 4		Bsmt Tot Sq Ft: 1,744		Garage Const.:	
Half Baths: 1		Bsmt Fin Sq Ft: 1,400		Garage Sq Ft:	
Baths: 4.50		Bsmt Unfin Sq Ft: 344		Garage Spaces:	
Other Rooms:			Air Conditioning: Combined System		
Other Amenities: LAVATORY			Interior Floor:		
Appliances:			Outbuildings:		
Gas:	Heat: Forced Air		Sewer:	Fuel:	
Electric:	Water:		Underground:	Walls:	

Tax Record Updated: 06-Sep-2014

Courtesy of: Jeremy Lichtenstein  
 Home: (301) 347-4121 Office: (301) 652-0400  
 Cell: (301) 252-0389 Email: jeremyl@mrinfo.com  
 Company: RE/MAX Realty Services  
 Office: (301) 652-0400 Fax: (301) 652-4444

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 Information is believed to be accurate, but should not be relied upon without verification.  
 Accuracy of square footage, lot size and other information is not guaranteed.

