

STRUCTURAL DAMAGE REPORT

May 18, 2015

Toepfer Construction Co.
1101 Ritchie Road
Capitol Heights, MD 20743

Attn: Mr. Buddy Tayloe



GEOTECH ENGINEERS, INC.
11890-U Old Baltimore Pike
Beltsville, MD 20705
Tel. 301.937.9227
Fax. 301.937.9189
www.geotechengineersinc.com

Project: Damage Investigation Report,
5202 Wyoming Road
Bethesda, MD
(Project No. 352146)

Dear Mr. Tayloe:

We have performed a geotechnical damage study and prepared this report for the above project in accordance with your subcontract No. 13102.

SCOPE OF SERVICES

Services performed under this agreement included the excavation of two test pits, drilling of two hand auger borings, conducting dynamic cone penetrometer (DCP) testing, soil laboratory tests and preparation of a geotechnical damage investigation report. Our report includes the following:

- a. General subsurface conditions under the footings.
- b. Test pit logs.
- c. Probable causes of the current distress.
- d. Recommended remedial measures
- e. Geotechnical engineering considerations during construction.

Services for environmental study, wetland and asbestos study, erosion control, cost or quantity estimate and construction inspection are not included in the scope of this study.

DESCRIPTION OF HOUSE AND CURRENT DISTRESS

The existing house is a two story structure with a walk-out basement. In the front, only one story section is above the grade while two stories extend below. An elevated deck was constructed in the rear and was supported by four wooden columns.

We observed a separation between the rear wall and ceiling in the upper level. The elevated deck was supported by wooden poles resting on the CMU piers. The conforter walls have been constructed between the house and the pole foundations. Diagonal cracks appeared in the conforter walls were observed.

The existing grade drops sharply beyond the wooden poles and height of the slope appeared to be approximately 10 ft to 15 ft.

SUBSURFACE CONDITIONS

Two test pits were excavated on May 13, 2015 adjacent to the conforter walls as shown on Sheet No. 7. Hand auger borings along with Dynamic Cone Penetrometer (DCP) tests were performed in the test pits to explore the bearing soils.

The results of DCP tests are shown in the boring logs. Details of DCP tests are included in Sheet No. 2. Soil samples were classified visually in accordance with ASTM D-2488.

a. Test Pit Investigation

Concrete footings supporting the conforter walls were observed in the test pits. The results of the test pit inspection are summarized as follows:

TP-1: This test pit indicated that the footings for the conforter wall extended to a depth of 3 ft below the surface. The footing was 16 inches thick and had a 12 inch horizontal projection from the face of the wall. Existing fill extended to more than 2 ft below the footing. The boring was terminated due to large rocks in the fill. DCP values of 5 to 10 were recorded for the existing fill, indicating loose to firm density. Natural soils were not encountered within the depth of the boring.

The main house footing was 20 inches thick, extended to a depth of 2.7 ft below grade and was founded in fill.

TP-2: Footings for the conforter walls extended to a depth of 3 ft below the surface. The footing was 16 inches thick and had a 12 inch horizontal projection from the face of the wall. Brown silty sand of natural origin was encountered at the footing subgrade and extended to a depth of 5 ft below the footing. Natural soils contained various amounts of large pieces of rock. DCP values of 8 to 18 were recorded, indicating firm density.

The groundwater table was not encountered during the test pit excavation.

b. Geology

The existing fill was apparently placed during the construction of the existing house. Various amount of large rocks were frequently encountered in the fill. The silty sand of natural soils are residual soils derived from the underlying bedrock. Note that natural soils in this area frequently contained rocks. Although bedrock was not encountered within the

depth of the borings, it is expected to be present about 15 to 20 ft below the surface in this area.

SOIL LABORATORY TESTING

Soil laboratory tests were performed in our laboratory on one selected soil sample for identification purposes. The gradation curve is included in Sheet No. 3.

Gradation tests indicated that the sample consisted of 4.9 percent rock fragments, 52.5 percent sand and 42.6 percent non-plastic silt fines. The sample was classified as silty SAND (SM) in accordance with ASTM D-2487. The moisture contents are shown on the test pit logs at the end of this report.

PROBABLE CAUSE OF DISTRESS

The soil borings and test pit investigation show that the footings are founded on existing fill. Reviewing DCP values obtained in the fill, existing fill is believed to be moderately to highly compressible. Considerable settlement was probably developed due to the compression of existing fill.

Less settlement, however, might have occurred for the footings in the south which were founded on shallow fill underlain by firm natural soils.

RECOMMENDED REMEDIAL MEASURES

We recommend that the rear wall of the main house, conforter walls, shallow retaining walls and four pole foundations be underpinned.

a. Helical Piers

Helical piers were evaluated and considered feasible for this purpose. A helical pier with two helixes installed at 10 ft to 15 ft below the footing may be designed for a capacity of 25 kips. A typical schematic helical pier diagram is shown on Sheet No. 5 at the end of this report.

Metal brackets should be installed at the edge of the footing for proper load transfer. Two to four helical piers are expected to be installed per pier footing.

Note that we only assumed the length of the helical pier because the borings were terminated at shallow depths due to rocks. Torque tests should be performed during construction at the designated depth to verify the actual as-built bearing capacity.

Existing fill contains various amounts of large size rocks. We pulled out rocks of 6 to 12 inches during the test pit excavation and during drilling. A smaller size helix (8") may have to be used to minimize obstruction problems. If obstruction is encountered before the design elevation is reached, helical piers may be offset and redrilled. The offset location should be reported to the engineer.

The house portions which were to be underpinning by helical piers is shown in Sheet No. 7.

Since the site has significant access problems, a portable equipment may have to be used for helical pier installation. The helical pier contractors should check the site conditions prior to bid.

b. Underpinning Piers

Alternately, conventional underpinning piers were also evaluated. A soil bearing pressure of 4,000 psf is recommended for the design of the underpinning piers. Considering a typical underpinning depth of 3 to 4 ft, underpinning piers are expected to penetrate through the existing fill and founded on the firm silty sand of natural origin. For the pole foundations, underpinning piers should be excavated in two sections to avoid collapsing of the footing.

Drypack (moist mixture of cement, sand and water) should be installed in the gap between the existing footing and the underpinning piers to properly transfer the load.

A typical size of 2 ft x 4 ft is considered to be suitable for the underpinning piers.

A typical cross section of underpinning piers is shown on Sheet No. 6. Underpinning subgrade should be verified in the field by the geotechnical engineer prior to concreting.

Considering the site conditions and structures to be underpinned, conventional underpinning piers are generally believed to be less suited than the helical piers.

CONSTRUCTION CONSIDERATIONS

a. Helical Piers

Each helical pier should be checked for its design capacity with shear pins or a pressure gauge. The helical piers should be installed by a specialty contractor who has at least 5 years experience in similar construction. Shop drawings should be prepared by the contractor and approved by the engineer.

It is recommended that Geotech Engineers, Inc. be retained as a quality control agency to perform professional observations of the helical pier installation.

b. Limitations

This report has been prepared through the interpretation of subsurface investigation and test data at the point investigated in order to aid in the evaluation of this site and to assist your office in the design of the project. It is intended for use with regard to the specific project discussed herein and any substantial changes in building loads, location, or grades should be brought to our attention so that we may determine how this may affect our recommendations.

Some variations in the soil conditions between the borings should be anticipated. An allowance should be established to account for additional costs that may be required during construction.

* * * *

We have prepared this report for the use of the design professional for design purposes in accordance with generally accepted geotechnical engineering practices. No warranty, expressed or implied, is made as to the professional advice included in this report.

Soil samples will be held until June 18, 2015 and then discarded unless other disposition is requested.

We appreciate the opportunity to be of service for this project. Please call the undersigned if you have any questions about this report.

Sincerely,

GEOTECH ENGINEERS, INC.



Pall Chung, P.E.
State of Maryland



- Encls: 1. Soil Classification Chart, Sheet No. 1
2. Dynamic Cone Penetrometer Test, Sheet No. 2
3. Gradation Curve, Sheet Nos. 3
4. Helical Pier Diagram, Sheet No. 4
5. Typical Section of Underpinning Pier, Sheet No. 5
6. Auger Boring Logs, Sheet No. 6
7. Boring Location Plan, Sheet No. 7

Copy: Frank Chou, PE

SOIL CLASSIFICATION CHART (ASTM D-2487)

Criteria for Assigning Group Symbols and Group Names Using Laboratory Tests ⁴				Soil Classification		
				Group Symbol	Group Name ^B	
Coarse-Grained Soils More than 50% retained on No. 200 sieve	Gravels More than 50% of coarse fraction retained on No. 4 sieve	Clean Gravels	$Cu \geq 4$ and $1 \leq Cc \leq 3^E$	GW	well-graded GRAVEL ^F	
		Less than 5% fines ^C	$Cu < 4$ and/or $1 > Cc > 3^E$	GP	poorly graded GRAVEL ^F	
		Gravels with Fines	Fines classify as ML or MH	GM	silty GRAVEL ^{F,G,H}	
		More than 12% fines ^C	Fines classify as CL or CH	GC	clayey GRAVEL ^{F,G,H}	
	Sands 50% or more of coarse fraction passes No. 4 sieve	Clean Sands	$Cu \geq 6$ and $1 \leq Cc \leq 3^E$	SW	well-graded SAND ^I	
		Less than 5% fines ^D	$Cu < 6$ and/or $1 > Cc > 3^E$	SP	poorly graded SAND ^I	
		Sands with Fines	Fines classify as ML or MH	SM	silty SAND ^{G,H,I}	
		More than 12% fines ^D	Fines classify as CL or CH	SC	clayey SAND ^{G,H,I}	
Fine-Grained Soils 50% or more passes the No. 200 sieve	Silt and Clays Liquid limit less than 50	inorganic	PI > 7 and plots on or above "A" line ^J	CL	lean CLAY ^{K,L,M}	
		organic	PI < 4 or plots below "A" line ^J	ML	SILT ^{K,L,M}	
	Silt and Clays Liquid limit 50 or more	inorganic	Liquid limit - oven dried	PI plots on or above "A" line	CH	fat CLAY ^{K,L,M}
			Liquid limit - not dried		MH	elastic SILT ^{K,L,M}
		organic	Liquid limit - oven dried	PI plots below "A" line	OH	organic CLAY ^{K,L,M,P}
			Liquid limit - not dried		OL	organic SILT ^{K,L,M,Q}
Highly Organic Soils Primarily organic matter, dark in color, and organic odor				PT	PEAT	

⁴ Based on the material passing the 3-in. (75mm) sieve.

^B If field sample contained cobbles or boulders, or both, add "with cobbles or boulders, or both" to group name.

^C Gravels with 5 to 12% fines require dual symbols:
 GW-GM well-graded GRAVEL with silt
 GW-GC well-graded GRAVEL with clay
 GP-GM poorly graded GRAVEL with silt
 GP-GC poorly graded GRAVEL with clay

^D Sand with 5 to 12% fines require dual symbols:
 SW-SM well-graded SAND with silt
 SW-SC well-graded SAND with clay
 SP-SM poorly graded SAND with silt
 SP-SC poorly graded SAND with clay

^E $Cu = D_{60} / D_{10}$ $Cc = (D_{30})^2 / (D_{10} \times D_{60})$

^F If soil contains $\geq 15\%$ sand, add "with sand" to group name.

^G If fines classify as CL-ML, use dual symbol GC-GM, or SC-SM.

^H If fines are organic, add "with organic fines" to group name.

^I If soil contains $\geq 15\%$ gravel, add "with gravel" to group name.

^J If Atterberg limits plot in hatched area, soil is a CL-ML, silty CLAY.

^K If soil contains 15 to 29% plus No. 200, add "with sand" or "with gravel," whichever is predominant.

^L If soil contains $\geq 30\%$ plus No. 200, predominantly sand, add "sandy" to group name.

^M If soil contains $\geq 30\%$ plus No. 200, predominantly gravel, add "gravelly" to group name.

^N PI ≥ 4 and plots on or above "A" line.

^O PI < 4 or plots below "A" line.

^P PI plots on or above "A" line.

^Q PI plots below "A" line.

"Some" indicates presence of negligible amount of material.

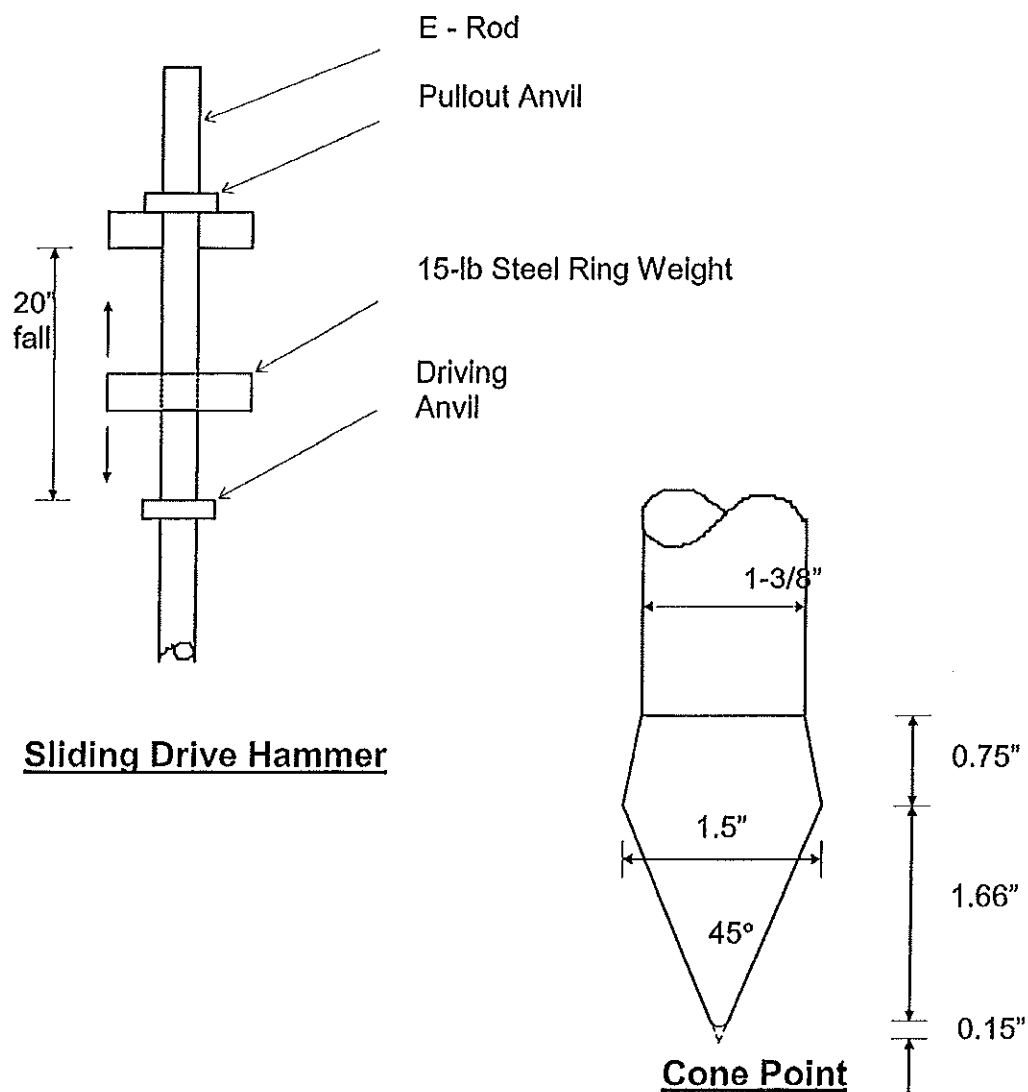
RELATIVE DENSITY AND CONSISTENCY TABLE

The Standard Penetration Resistance values (N-values) and DCP values are used to describe the relative density of coarse-grained soils and the consistency of fine-grained soils as follows:

Cohesionless Soil			Cohesive Soil		
N-value	DCP	Term	N-value	DCP	Term
0 - 3	0 - 2	Very Loose	0 - 2	0 - 2	Very Soft
3 - 5	3 - 5	Loose	3 - 5	3 - 5	Soft
6 - 20	6 - 20	Firm	6 - 9	6 - 9	Medium Stiff
21 - 30	21+	Compact	10 - 15	10 - 20	Stiff
31+		Very Compact	16 - 30	21+	Very Stiff
			31+		Hard

DYNAMIC CONE PENETROMETER TEST

1. The cone point is seated 2 inches into the disturbed bottom of hole and is further driven 1-3/4 inches using a 15 lb hammer falling 20 inches. Hammer blows required for driving 1-3/4 inches are recorded as DCP value.
2. This test is generally performed in accordance with ASTM STP 399.
3. Schematic view of the penetrometer is shown below:



Particle Size Distribution Report



% +3"	% Gravel	% Sand	% Silt	% Clay
0.0	4.9	52.5		42.6

SIEVE SIZE	PERCENT FINER	SPEC.* PERCENT	PASS? (X=NO)
1"	100.0		
3/4"	100.0		
3/8"	96.2		
#4	95.1		
#10	89.5		
#20	82.8		
#40	74.8		
#60	65.8		
#100	55.7		
#200	42.6		

Material Description

Silty SAND

PL= Non-Plastic **Atterberg Limits** LL= PI=

Coefficients

D₉₀= 2.1259 D₈₅= 1.0977 D₆₀= 0.1860
D₅₀= 0.1115 D₃₀= D₁₅=
D₁₀= C_u= C_c=

Classification

USCS= SM AASHTO= A-4

Remarks

Moisture Contents : 17.0 %

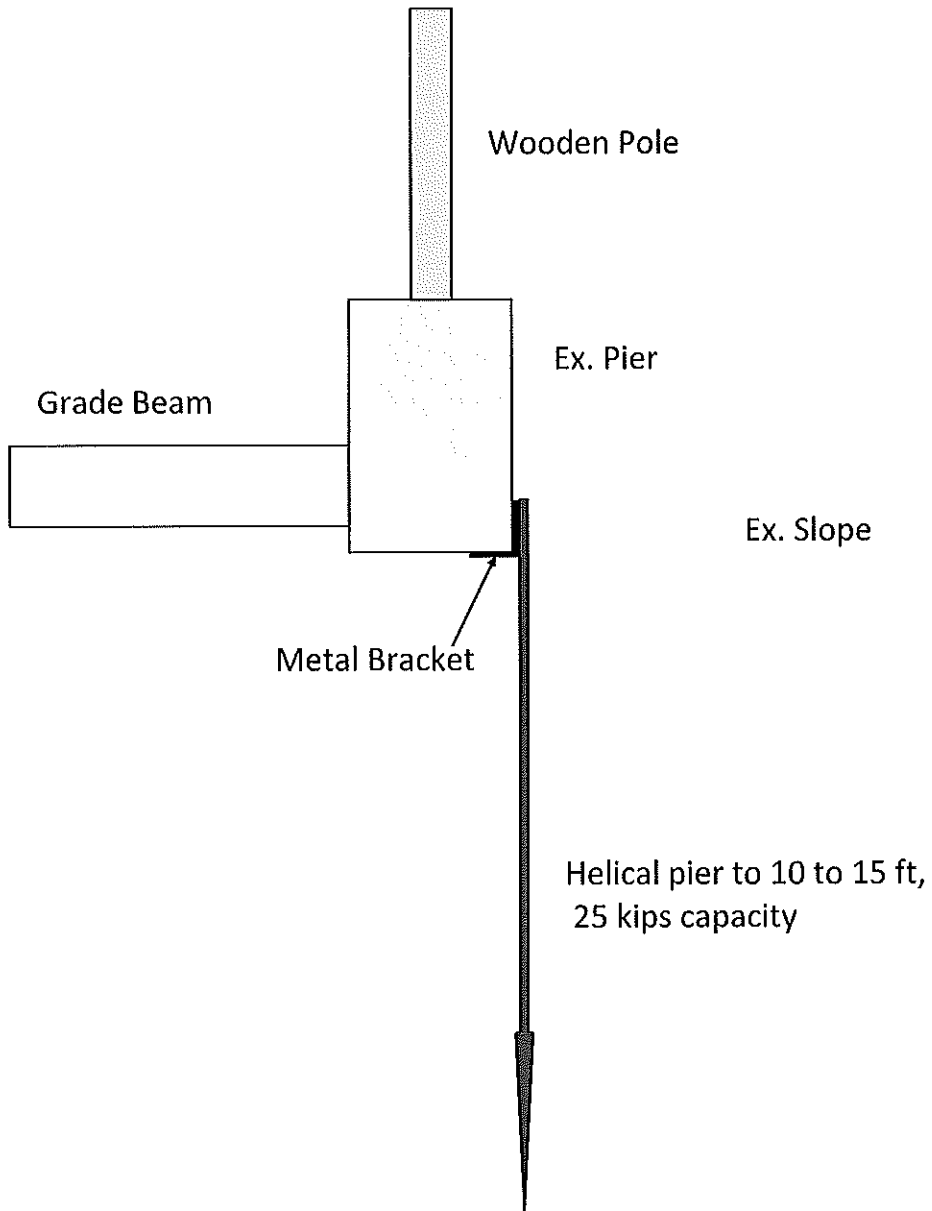
* (no specification provided)

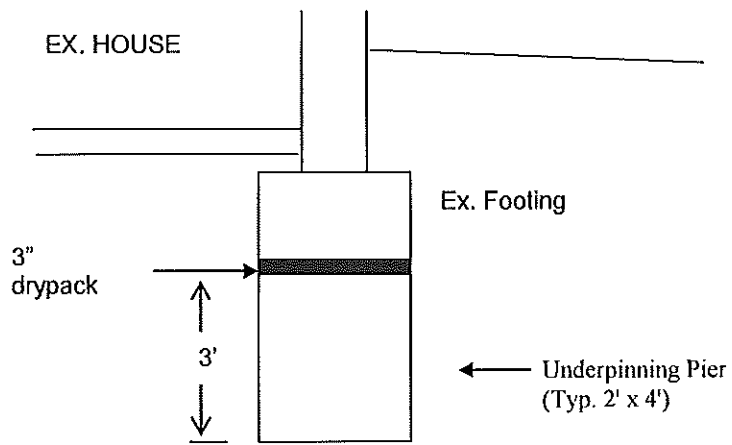
Source of Sample: B-2 Depth: 3.0'

Date: 5-18-15

GEOTECH ENGINEERS, INC. Beltsville, Maryland	Client: Toepfer Construction, Co., Inc. Project: 5202 Wyoming Road Bethesda, MD Project No: 352146	Figure
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Sheet No. 4
Helical Pier Diagram
(Schematic)





PROJECT NAME:
5202 Wyoming Rd.
Bethesda, MD

TITLE:
CROSS SECTION OF
UNDERPINNING PIER

PROJECT NO:
352146

AUGER BORING LOG

PROJECT : 5202 Wyoming Rd.
LOCATION : Bethesda, MD
CLIENT : Toepfer Construction

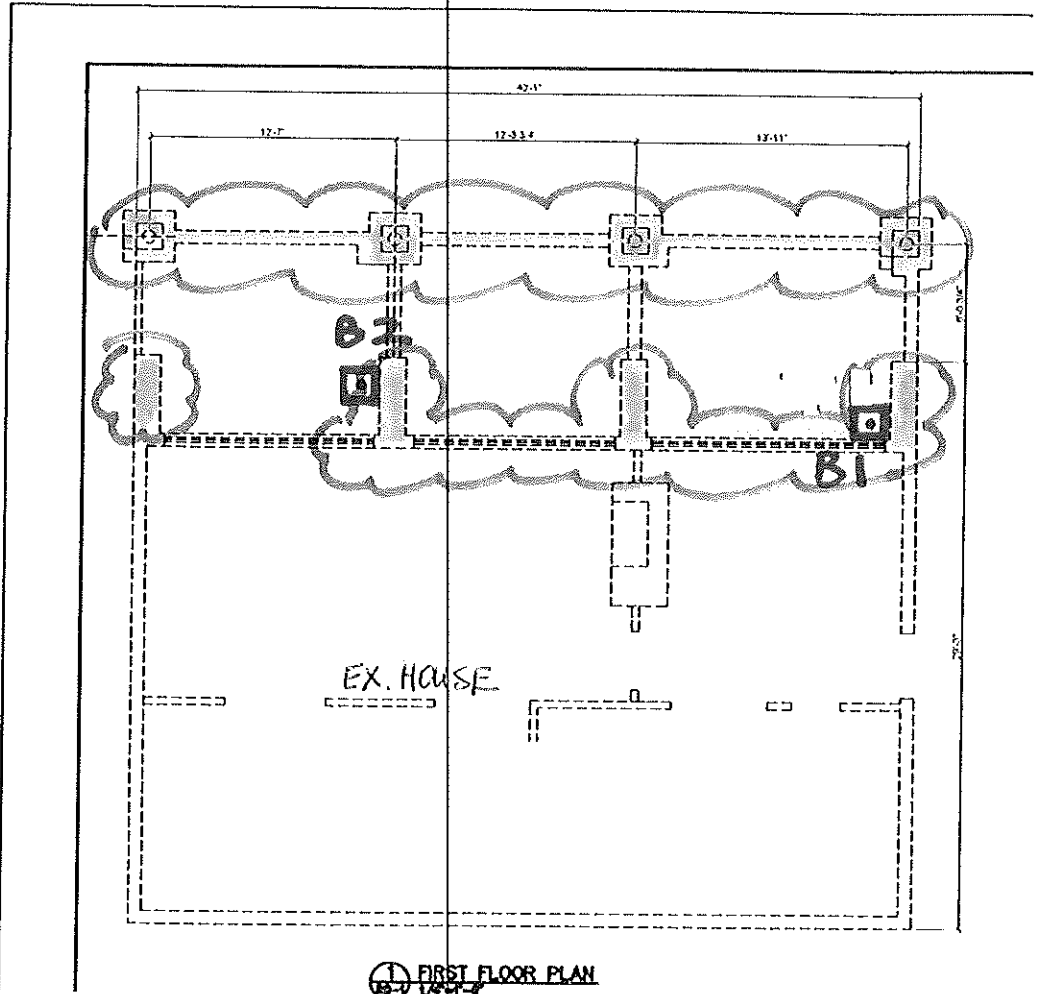
DATE OBSERVED: 5-13-15
TESTED BY : Wes Johnson
PROJECT NO : 352146

BORING NO: B-1		ELEVATION: GS				
DEPTH (FT)	*DCPT Blows/2"		DESCRIPTION & OBSERVATION	ASTM	STRA-TUM	MOIS-TURE(%)
0						
1						
2						
3	5,5,6	3.0'	Brown silty sand contained large pieces of rocks, firm	FILL		
4						
5	8,8,9	5.0'	Boring terminated at 5.0 ft due to rock.			
6						
7						
8						
9						
10						
WATER ENCOUNTERED AT: None *DCPT : Dynamic Cone Penetrometer Test.			NOTE: Footing thickness: 16" (Concrete) The footing for the main house was 20 inches thick and extended to 32 inches below grade.			

BORING NO: B-2		ELEVATION: GS				
DEPTH (FT)	*DCPT Blows/2"		DESCRIPTION & OBSERVATION	ASTM	STRA-TUM	MOIS-TURE(%)
0						
1						
2						
3	8,8,10	3.0'	Brown silty sand, fill, with rocks, moist	FILL		
4		4.0'				
5	11,9,10		Brown silty SAND contained large pieces of rock, moist	SM		
6						
7						
8	12,14,18	8.0'				
9						
10						
WATER ENCOUNTERED AT: None *DCPT : Dynamic Cone Penetrometer Test.			NOTE: Footing thickness: 16" (Concrete) Large pieces of rock were encountered at various depths. Boring was terminated at 8 ft below grade due to rock.			

Sheet No. 7

Boring Location Plan



EXTENT OF RECOMMENDED UNDERPINNING

1 FIRST FLOOR PLAN

Proposal

TOEPFER CONSTRUCTION CO., INC.
 1101 Ritchie Road
 CAPITOL HEIGHTS, MARYLAND 20743
 (301) 336-8600

PROPOSAL SUBMITTED TO Devin Shorb		PHONE 301-807-7990	DATE 6/24/2015
STREET 5202 Wyoming Road		JOB NAME Shorb Residence	
CITY, STATE and ZIP CODE Bethesda, MD 20816		JOB LOCATION 5202 Wyoming Road	
Site:	Architect:	Job Phone:	City, State, zip Bethesda, MD 20816

We *Propose* hereby to furnish material and labor - complete in accordance with specifications below, for the sum of:

One Hundred Two Thousand Nine Hundred Twenty and 40/100 dollars \$102,920.40

Payment to be made as follows

1/3 Deposit of \$34,306.80; Balance Due Upon Completion

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from specifications below involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

Authorized Signature *Bobby Taylor*

Note: This proposal may be withdrawn by us if not accepted within 30 days.

We hereby submit specifications and estimate for:

Furnish and Install thirty (30) helical piers manufactured by Pier Tech Systems. The specified Piers will be 2 7/8 round tubing with cross bolted connections at extension shafts, as well as footing brackets. The helical piers will be of .200+ wall thickness with a 8" helix. All of the piers, extensions and brackets will be galvanized. Any bolts and fasteners will be a minimum clear zinc plated. With the limited soil data and verified depth of existing footing. We assume that a 7 foot pier and a cumulative 11' feet of extension should reach sufficient bearing strata based upon engineers observations. The pier will be installed with a hydraulic power pack and hydraulic gauges only due to the portability of the installation device being required. This project has limited access and nearly all of this work will be done by hand. A significant amount of hand labor has been factored into this project. Point up and painting the affected area included Permit included.

Special Conditions:

\$285 add for each added 7' section of extension, billed at 7' regardless of depth used.
Change out due to poor bearing strata, we will not be responsible for delay due to lack of deeper soil.
Footings that have been poorly formed may require additional time and labor to square off to allow for proper seating of footing plate. Average cost to square footing, \$510 per bracket. This is typically only required when footing has a slope greater than 15 degrees from horizontal. In many cases the footing can be clipped slightly approx 30 minutes is included in the overall cost for this action.
Will attempt to lift wall section back to original location as best possible, not all gaps will close and in cases other cracks will form. Our method will be suited to the structure from its current resting position. In some cases it may not be recommended to move the structure from its current position or to push completely back into place, as this sometime will cause undue harm.

Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do work as specified. Payment will be made as outlined above.

Signature: X

Date of Acceptance: X

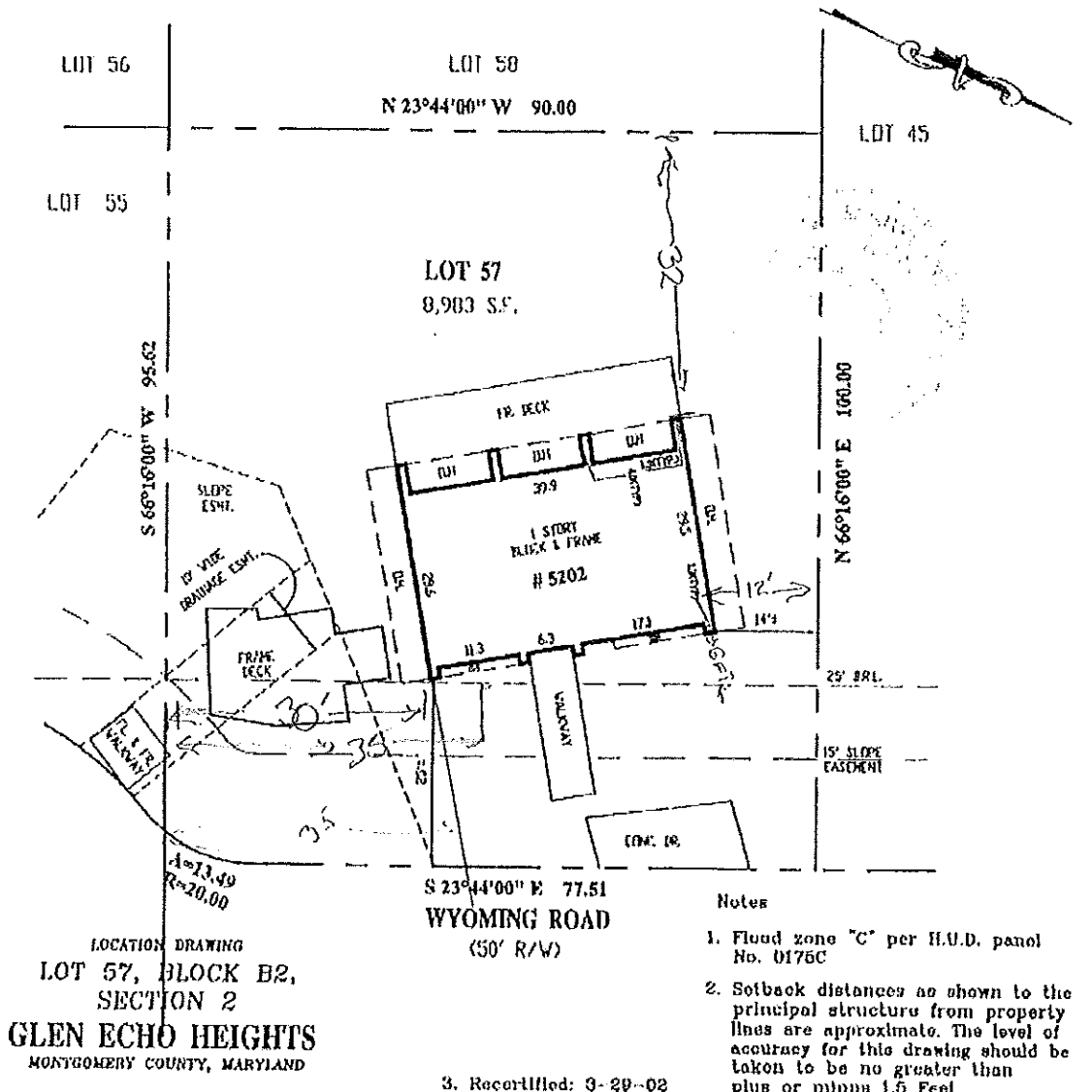
Signature: _____

Plat Map

Borrower/Client SHORB			
Property Address 5202 WYOMING ROAD			
City BETHESDA	County MONTGOMERY	State MD	Zip Code 20816
Lender CHASE MORTGAGE CORP			

CONSUMER INFORMATION NOTES:

1. This plan is a benefit to a consumer insofar as it is required by a lender or a title insurance company or its agent in connection with contemplated transfer, financing or re-financing.
2. This plan is not to be relied upon for the establishment or location of fences, garages, buildings, or other existing or future improvements.
3. This plan does not provide for the accurate identification of property boundary lines, but such identification may not be required for the transfer of title or securing financing or re-financing.
4. Building line and/or Flood Zone information is taken from available sources and is subject to interpretation of originator.



LOCATION DRAWING
LOT 57, BLOCK B2,
SECTION 2
GLEN ECHO HEIGHTS
MONTGOMERY COUNTY, MARYLAND

SURVEYOR'S CERTIFICATE

THE INFORMATION SHOWN HEREON HAS BEEN BASED UPON THE RESULTS OF A FIELD INSPECTION PURSUANT TO THE DEED OR PLAT OF RECORD. EXISTING STRUCTURES SHOWN HAVE BEEN FIELD LOCATED BASED UPON MEASUREMENTS FROM PROPERTY MARKERS FOUND OR FROM EVIDENCE OF LINES OF APPARENT OCCUPATION.

REFERENCES

PLAT BK. 103
PLAT NO. 11700



SNIDER & ASSOCIATES
SURVEYORS - ENGINEERS
LAND PLANNING CONSULTANTS
2 Professional Drive, Suite 218
Outhurstburg, Maryland 20870
301/948-6100, Fax 301/948-1288



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

Property Address: 5202 Wyoming Road, Bethesda, MD 20816

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 checked="" type="checkbox"/>		Alarm System	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		Freezer	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		Satellite Dish
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		Built-in Microwave	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		Furnace Humidifier	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		Storage Shed
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		Ceiling Fan	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		Garage Opener	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		Stove or Range
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		Central Vacuum	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		w/ remote	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		Trash Compactor
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		Clothes Dryer	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		Gas Log	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		Wall Oven
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		Clothes Washer } 3's	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		Hot Tub, Equip, & Cover	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		Water Treatment System
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		Cooktop	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		Intercom	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		Window A/C Unit
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		Dishwasher	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		Playground Equipment	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		Window Fan
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		Disposer	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		Pool, Equip, & Cover	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		Window Treatments
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		Electronic Air Filter	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		Refrigerator	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		Wood Stove
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		Fireplace Screen/Door	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		w/ ice maker				

OTHER STRUCTURAL DAMAGE - SEE REPORT

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.

DocuSigned by:
Devin Shorb 7/6/2015
 Seller certifies of Ronald Shorb Date 7/6/2015 Seller _____ Date _____

PART II. INCLUSIONS/EXCLUSIONS ADDENDUM:

The Contract of Sale dated _____ between Seller Estate of Ronald Shorb 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 _____

STRUCTURAL DAMAGE - SEE REPORT



MARYLAND RESIDENTIAL PROPERTY DISCLOSURE AND DISCLAIMER STATEMENT

Property Address: 5202 Wyoming Road, Bethesda, MD 20816

Legal Description:

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? _____

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

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

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: _____ Age _____
 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: _____

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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: _____

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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 Estate of Ronald Shorb Date _____

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 7/6/2015

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 _____



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 5202 Wyoming Road,
City Bethesda, State MD Zip 20816 between
Seller Estate of Ronald Shorb 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
- 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
- City of Rockville, City Hall, 111 Maryland Ave, Rockville, MD 20850. Main telephone number: 240-314-5000. Web site: 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.vongunten@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 or fax request to 240-777-7715.

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GCAAR # 900 - REA Disclosure
(Previously form # 1302)

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8/2014

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

Phone: 301.347.4121

Fax: 301.652.0335

Jeremy Lichtenstein

5202 Wyoming Road

Produced with zipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48026 www.zipLogix.com

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.shtm> 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, 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 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 - 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.

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 . 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 \$ 2,200 each year. A map reflecting Existing Development Districts can be obtained at; 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 \$ 2,200 each year. A map reflecting Proposed Development Districts can be obtained at; 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

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 MNCPFC 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 or at www.plats.net. Note: user id = plato and password = plato#.

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. 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 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.

DS / _____ 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: ES fact

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
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_lands.aspx. 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.

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.

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
- www.Energystar.gov/homeperformance
- www.Lighterfootstep.com
- www.Goinggreenathome.org

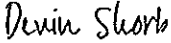
B. Copies of electric, gas and home heating oil bills OR cost and usage history for the single-family home for the immediate prior 12 months, unless the single-family home was unoccupied for the entire prior 12 months.

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.

DocuSigned by:

 7/6/2015

Seller _____ Date _____ Buyer _____ Date _____
 Estate of Ronald Shorb

Seller _____ Date _____ Buyer _____ Date _____



Lead Paint - Federal Disclosure

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

RE: 5202 Wyoming Road, Bethesda, MD 20816
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)

- (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):

- (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)

- (c) Purchaser/Tenant has read the Lead Warning Statement above
- (d) Purchaser/Tenant has received copies of all information listed above. Yes No None listed
- (e) Purchaser/Tenant has received the pamphlet Protect Your Family From Lead in Your Home. Yes No
- (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)

- (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.

DocuSigned by:

Devin Shorb

<u>Seller/Landlord</u>	Date	<u>Buyer/Tenant</u>	Date
Estate of Ronald Shorb			

<u>Seller/Landlord</u>	Date	<u>Buyer/Tenant</u>	Date
------------------------	------	---------------------	------

<u>Agent Jeremy Lichtenstein</u>	Date	<u>Agent</u>	Date
----------------------------------	------	--------------	------

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MARYLAND LEAD POISONING PREVENTION PROGRAM DISCLOSURE

5202 Wyoming Road
Property Address: Bethesda, MD 20816

MARYLAND LEAD POISONING PREVENTION PROGRAM DISCLOSURE: Under the Maryland Lead Poisoning Prevention Program (the "Maryland Program"), any leased residential dwelling constructed prior to 1978 is required to be registered with the Maryland Department of the Environment (MDE). Detailed information regarding compliance requirements may be obtained at: <http://www.mde.state.md.us/programs/Land/LeadPoisoningPrevention/Pages/index.aspx>.

1. Seller hereby discloses that the Property was constructed prior to 1978;

AND

The Property _____ / _____ is or ^{is} / _____ is not registered in the Maryland Program (*Seller to initial applicable line*).

2. If the Property was constructed prior to 1978 and Buyer intends to lease the Property effective immediately following settlement or in the future, Buyer is 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 is 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.

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 ^{is} / _____ will not perform the required treatment prior to transfer of title of the Property to Buyer.

ACKNOWLEDGEMENT: 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.

DocuSigned by:
Devin Shorb 7/6/2015
Seller ID: 1240FB8449... Date Buyer Date
Estate of Ronald Shorb

Seller Date Buyer Date
Jeremy Lichtenstein 7/1/2015
Seller's Agent Date Buyer's Agent Date

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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.

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)

DocuSigned by: Devin Shorb 7/6/2015

Signature Estate of Ronald Shorb Date _____ Signature _____ Date _____

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

Name of Individual to whom disclosure made _____

Agent's Signature [Signature]

Name of Individual to whom disclosure made _____

(Date) 7/1/2015



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.

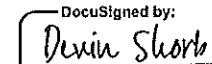
Consent for Dual Agency

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 act as a Dual Agent for me as the
(Firm Name)

Seller in the sale of the property at: 5202 Wyoming Road, Bethesda, MD 20816

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

DocuSigned by:
 7/6/2015
 Signature Date Signature Date
 Estate of Ronald Shorb

AFFIRMATION OF PRIOR CONSENT TO DUAL AGENCY

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

5202 Wyoming Road, Bethesda, MD 20816
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
 Estate of Ronald Shorb

Office of Consumer Protection

Ensuring Integrity in Our Marketplace

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

Printed on: 7/17/2016 11:08:58 AM



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

ACCOUNT NUMBER: 00507534

PROPERTY: **OWNER NAME** SHORB RONALD C
ADDRESS 5202 WYOMING RD
 BETHESDA, MD 20816-2268

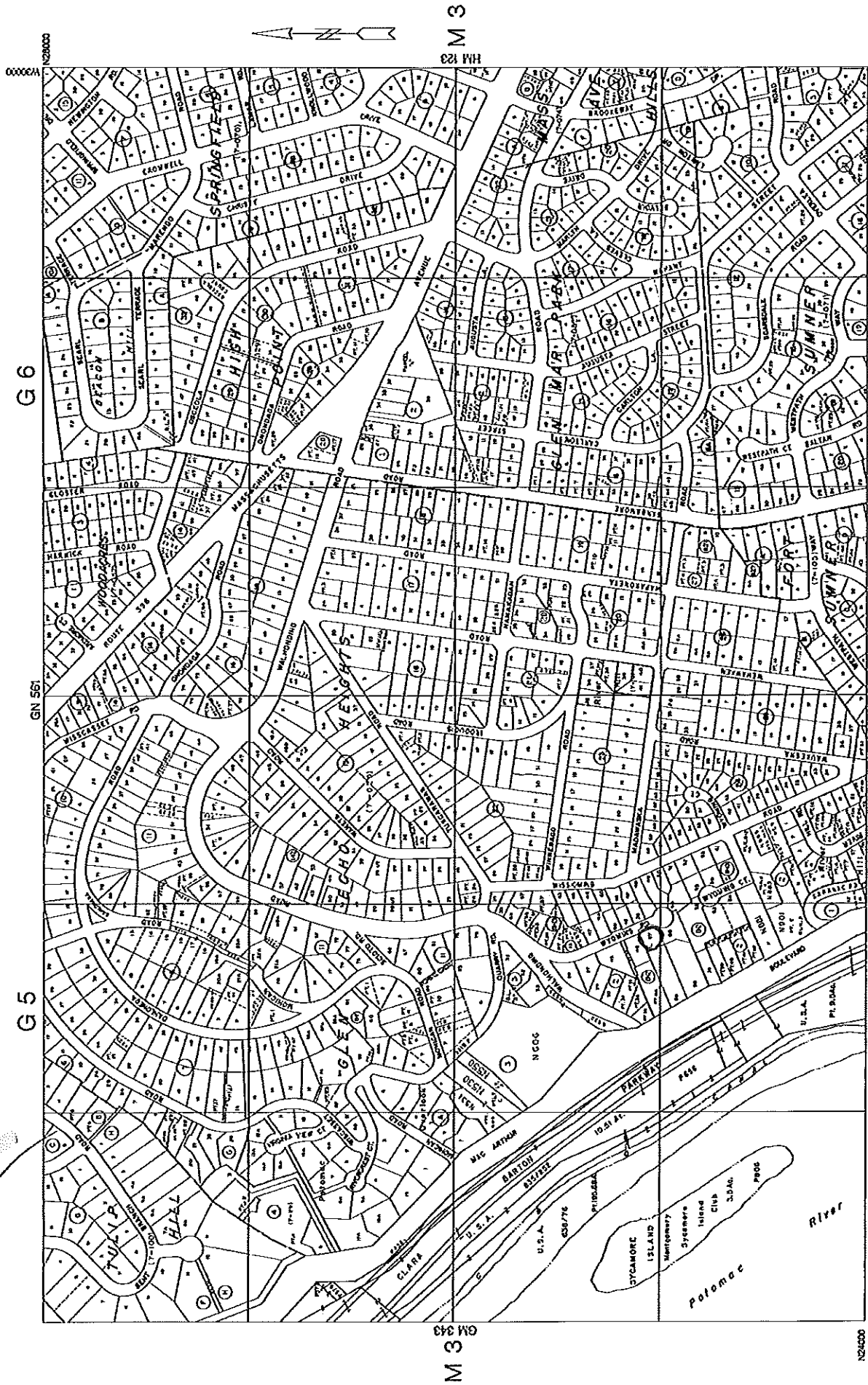
TAX CLASS 38

REFUSE INFO Refuse Area: R
 Refuse Unit:

TAX INFORMATION:			
TAX DESCRIPTION	FY15 PHASE-IN VALUE ₁	FY15 RATE ₂	ESTIMATED FY15 TAX/CHARGE
STATE PROPERTY TAX	842,933	.1120	\$944.08
COUNTY PROPERTY TAX ₃	842,933	.9992	\$8,422.59
SOLID WASTE CHARGE ₄		368.1100	\$368.11
WATER QUALITY PROTECT CHG (SF ₄)			\$88.4
ESTIMATED TOTAL₆			\$9,823.18

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

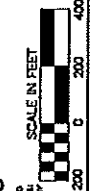
- Phase in value comes from the data base at the Maryland Department of Assessments and Taxation <http://www.dat.state.md.us/>, Real Property Data Search. The phase in value is for the next fiscal year, if available, otherwise the phase in value is for current fiscal year.
- Tax rates come from the current 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 1st 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.



MAP GM 563
 WSSC, 207 NW 06
 Location: GLEN ECHO HEIGHTS

G 6
 MONTGOMERY CO.,
 MARYLAND


 MONTGOMERY COUNTY, MARYLAND
 DISTRICT OF COLUMBIA, MONTGOMERY COUNTY, MARYLAND
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 DRAWN BY: [unclear] DATE: [unclear]



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 ALL RIGHTS RESERVED.

GM 562

Office of Consumer Protection

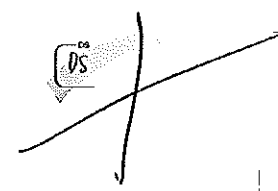
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100 Maryland Ave., Suite 330
 Rockville, MD 20850
 T: 240.777.3636

Printed on: 3/30/2015 1:37:43 PM



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



ACCOUNT NUMBER:	00507534	
PROPERTY:	OWNER NAME	SHORB RONALD C
	ADDRESS	5202 WYOMING RD BETHESDA , MD 20816-2268
	TAX CLASS	38
	REFUSE INFO	Refuse Area: R Refuse Unit:

TAX INFORMATION:

TAX DESCRIPTION	FY15 PHASE-IN VALUE ₁	FY14 RATE ₂	ESTIMATED FY15 TAX/CHARGE
STATE PROPERTY TAX	842,933	.1120	\$944.08
COUNTY PROPERTY TAX ₃	842,933	1.0080	\$8,496.76
SOLID WASTE CHARGE ₄		368.6600	\$368.66
WATER QUALITY PROTECT CHG (SF ₄)			\$88.4
ESTIMATED TOTAL₆			\$9,897.9

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

1. 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.
2. 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".
3. County Property Tax is the sum of the General Fund tax and several special fund taxes.
4. 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.
5. 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.
6. You must update the estimate for the property taxes and other non-tax charges
 - a. Every July 1, because the tax rates, phase-in values, and other non-tax charges will or may change; AND ALSO
 - b. 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.
7. 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.
8. The Proposed Estimated Total includes all actual and proposed taxes and non-tax charges relative to this property.
9. 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.

