





#### **New Home Addendum**

# For Use in Washington, DC & Montgomery County, Maryland

(Required for Use with Maryland REALTORS® and Regional Contracts)

The Contra	ct of Sa	le dated		, Address	8620 Ridge Road			
City		Bethesda		, State	MD	Zip	20817-3232	
Lot:	13	Block/Square:	2H	Subdivision:		Hillmead		
between Se	eller			Red &	& Friends, LLC.			and
Buyer								is
hereby ame	nded by	the incorporation o	f the fol	lowing paragraphs, w	which shall supersed	le any provisions t	o the contrary in the C	Contract.

WHEREAS, the said contract form is used primarily for resale transactions; and

WHEREAS, the subject property of this contract is a new home;

NOW, THEREFORE, notwithstanding anything to the contrary in said contract, in consideration of the mutual covenants and conditions herein contained, and intending to be legally bound, the Parties hereto agree as follows:

1. **RESALE PROVISIONS DELETED:** All provisions in the attached contract regarding property condition, termite repairs, access to the property, possession, and settlement date are hereby deleted.

#### 2. CONSTRUCTION:

- A. In the event that this Contract is contingent upon financing, Seller may elect to delay construction on subject property until said financing contingency is either (1) satisfied pursuant to the provisions of the financing contingency contained in the Contract of Sale (see Regional Contract Par. 10, Maryland REALTORS® Contract Par. 10, or Montgomery County Jurisdictional Addendum Par. 12), or (2) removed by providing to Seller evidence that Buyer has sufficient funds available to complete settlement without obtaining said financing.
- **B.** In the event that this Contract is contingent upon an appraisal, Seller may elect to delay construction on subject property until the appraisal contingency has been removed or satisfied pursuant to the provisions of said appraisal contingency.
- **C.** Seller agrees to complete on the premises, a dwelling as described and set forth in the attached Exhibits, subject to the options and/or changes selected and paid for by Buyer. These options/changes will be specified on a separate attachment as Exhibits to this Contract.
- **D.** The Seller reserves the right to make such changes or substitutions in the construction, materials and equipment, and to revise the plan, as Seller may deem necessary due to the unavailability of certain materials or equipment, peculiar engineering, construction and /or permit inspection requirements, or topography of the premises. Any changes and/or substitutions made shall be insubstantial conformance with the attached Exhibits.
- E. It is further agreed that the location of the driveways, walkways and patios, the grading, planting and landscaping, including the disposition of existing trees and the control of water flow, the inclusion or exclusion of retaining walls and other site details are subject to change at the absolute discretion of the Seller depending upon site or job conditions encountered and/or permit requirements.

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3.		STANDARD SELECTIONS AND OPTION EXTRAS: The Buyer may select options and/or upgrades for the home chosen,									
	pro	rovided, however, that:									
	A.	Option selections and allowances must be submitted in writing and delivered within									
		If the parties cannot agree as to the choice and/or cost of options, then the home shall be constructed per the agreed upon plans and specifications attached and made a part of this Contract.									
	В.	One Hundred percent ( 100 %) of the cost of any options agreed to by Buyer and Seller shall be paid for by Buyer in the form of cashier's check(s) or wire transferred funds at the time house construction begins or at the time of making the selection, if house is completed or under construction. This payment and any future payments for options are nonrefundable. The balance of such costs shall be due and payable at settlement. Buyer reserves the right to increase the sales price of the home to incorporate the actual cost of the options. In such case, the monies advanced to Seller prior to settlement for said options shall be credited to Buyer at settlement as additional deposit(s).									
	C.	It is understood that this provision does not permit Buyer to select any standard construction option if construction has proceeded beyond the stage where the option is available in the normal course of Seller's standard construction practices.									
	D.	Once Buyer has selected options and/or made decorating and color selections, no further alterations, changes or additions shall be made in the construction of the dwelling, unless approved by Seller in writing and a nonrefundable change order fee of is paid by Buyer.									
4.		<b>POSIT:</b> (Maryland only) In the event Seller is holding the deposit, Seller may, in accordance with the provisions of Title 10, pittle3, Sections 10-301-10-303, of the Real Property Article of the Annotated Code of Maryland:									
	A.	Deposit or hold the sum in an escrow account segregated from all other funds of the vendor or builder to assure the return of the sum to the purchaser in the event the purchaser becomes entitled to a return of the sum;									
	B.	Obtain and maintain a corporate surety bond in the form and in the amounts set forth in §10-302, conditioned on the return of the sum to the purchaser in the event the purchaser becomes entitled to the return of the money; or									
	C.	Obtain and maintain an irrevocable letter of credit issued by a Maryland bank in the form and in the amounts set forth in §10-303.									
5.		TTLEMENT AND CONTRACT PERFORMANCE DATES: The Seller provides the following estimated settlement //or performance dates:									
	<b>B.</b> 3	Settlement date  365 days from date of ratification (outside delivery date per paragraph 7 hereof)  Other date(s) for performance of  OTE: All estimated settlement and performance dates, if any, must be included in this paragraph.									
6.	NOTICE OF SETTLEMENT AND CONTRACT PERFORMANCE DATES: Once the property is substantially completed as defined in this paragraph, Buyer agrees to make full settlement for this property. The Seller agrees to provide Buyer with no less than ten (10) and not more than thirty (30) days of Notice of the Settlement Date. Both parties agree that the property shall be construed to have been substantially completed on the date the property has present final governmental inspection, if required and the Seller										

6. NOTICE OF SETTLEMENT AND CONTRACT PERFORMANCE DATES: Once the property is substantially completed, as defined in this paragraph, Buyer agrees to make full settlement for this property. The Seller agrees to provide Buyer with no less than ten (10) and not more than thirty (30) days of Notice of the Settlement Date. Both parties agree that the property shall be construed to have been substantially completed on the date the property has passed final governmental inspection, if required, and the Seller can offer Buyer occupancy. If, however, at Seller's sole discretion, items such as landscaping, exterior concrete, driveways, final grading, sod or seeding, and exterior painting cannot be completed by reason of weather conditions, settlement shall be consummated on the date so scheduled by Seller so long as temporary access to the property is provided to Seller. Seller agrees that such

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uncompleted items shall be completed in the reasonable course of business as weather conditions permit. Buyer agrees to accept and cooperate in such temporary access and shall give Seller and Seller's agents and contractors' adequate access to the property to enable them to complete such work. Buyer acknowledges that Seller is not responsible for lawn care and Seller's obligation to complete seeding or sodding shall be deemed satisfied once the installation of those materials has been completed.

- 7. **DELIVERY AND POSSESSION:** Seller agrees to give possession at the time of settlement hereunder, provided Buyer has paid the full purchase price and complied with all the terms of this Contract. The inability of Seller to perform and/or make delivery hereunder because of any local, municipal, county, state or federal action, regulation, order or other government requirement shall not affect the validity and enforceability of this Contract and all of the time periods provided for herein for performance and/or delivery shall automatically be extended until relief from such actions permits Seller, in the reasonable course of business, to perform its obligations hereunder. However, Seller shall have the right to return Buyer's deposit and any payments made for options, and to declare this Contract null and void if, in Seller's sole discretion, it determines that such performance within 365 days from the date of acceptance hereof by Seller will not be possible due to matters beyond Seller's control as described in this paragraph. Seller shall not be liable to Buyer for any damages whatsoever by reason of delays in such performance. In the event that Seller has not notified Buyer of settlement as provided hereinabove within 365 days from the date of acceptance hereof by Seller, absent delays beyond Seller's control, Buyer shall have the option of declaring this Contract void and receiving a return of his deposit and any payments made for optional extras, and any interest earned thereon.
- 8. PRE-SETTLEMENT INSPECTION: for Montgomery County transactions, the Buyer has the right to inspect the property not less than twenty-four (24) hours, nor more than seventy-two (72) hours before settlement, unless the parties agree otherwise. (The right to a pre-settlement inspection is guaranteed by Montgomery County law.) In the District of Columbia the Buyer may inspect the property not less than five (5) days before settlement unless the parties agree otherwise. Buyer may be accompanied by an agent representing Buyer and Seller, or Seller's authorized representative (collectively "Seller") may also attend the inspection. At the time of such inspection, Buyer and Seller shall make a written list of items not yet completed or not in compliance with new home construction standards generally applicable in the Washington, D.C. metropolitan area (the "punchlist"), and Seller shall execute the punchlist, which shall constitute Seller's agreement to complete all items on the punchlist as soon as may be reasonably practicable prior to settlement.

In the event that any such items are not completed prior to settlement, Seller agrees to complete all remaining items on the punchlist in a reasonable timeframe following settlement, and Buyer agrees to provide Seller and Seller's agents and contractors adequate access to the property to enable them to complete such work. Notwithstanding the fact that items may appear on the punchlist, Buyer shall make full settlement as provided in paragraph 6 above, and Seller shall not be required to escrow any funds at the time of settlement for punchlist items.

**9. WARRANTIES:** Seller warrants the new home against defects in workmanship and materials, with coverage in accordance with local laws.

#### Montgomery County, Maryland (only)

Α.	NOTICE TO BUYER: Montgomery County law does not require a builder to furnish any bond, insurance or other financial security to guarantee the builder's performance of its warranty obligations. If a builder promised any other bond, insurance or security to guarantee the performance of its warranty obligations, that bond insurance or security must be listed here:															
	BUYER NOTICE.	ACKNOW	LEDGES	THAT :	BUYER	HAS	READ	AND	UNDI	ERSTAN	IDS T	ГНЕ	IMMED	DIATELY	PRECE	EDING
BU	YER				Da	ite		BUY	ER						Date	

A builder is required to give a written warranty that provides coverage, at least, consistent with the parameters established by Section 31C of the Montgomery County Code. A sample of said warranty, the provisions of which are made a part of this contract, is attached hereto, and the original of same shall be delivered to Buyer at Settlement.

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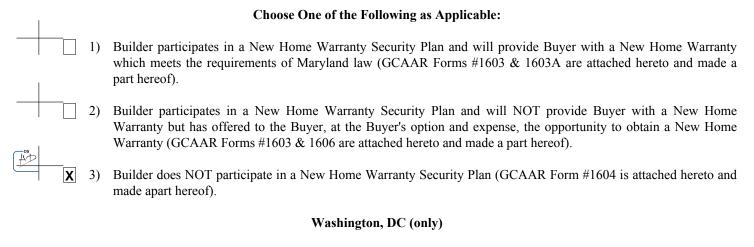
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**B.** The following localities have opted out of the County requirement and, as such, follow the State Regulations (Real Property Article §10-601 - 610, MD Code Annotated): Chevy Chase Village, Town of Chevy Chase, Town of Garrett Park, Town of Poolesville, or the Town of Washington Grove. These state laws require a builder/seller to disclose to Buyer whether or not the builder participates in a qualified new home Warranty Security Plan.



C. District of Columbia law does not require builders to provide any express written warranty.

Seller is is not (check one) providing a New Home Warranty to Buyer.

If Seller is providing a New Home Warranty, a sample of said Warranty is attached, and the original of same shall be delivered to Buyer at settlement.

#### Montgomery County, Maryland and Washington, DC

- **D.** Except as otherwise provided by law, or as agreed to herein, Seller makes no warranty as to items not of Seller's manufacture, including, but not limited to: any water heater, refrigerator, range, dishwasher and other appliances, equipment or "consumer products", as defined by the Federal Trade Commission; Seller agrees to provide Buyer the manufacturers' warranties, if any, without recourse.
- 10. UNSOLD UNIT AND PROMOTIONAL DISPLAYS: In the event that the subject property is part of a new homes subdivision of Seller, until such time as all of the dwelling units in Seller's subdivision are sold, Seller reserves the right to make such use of unsold dwelling units, the common elements, street and the main entrance of the project as is necessary for its sale and construction program. Buyer recognizes and acknowledges that in order to accomplish Seller's construction program, trucks, construction equipment, personnel, noise and other inconveniences attendant thereto may be present. Buyer agrees not to obstruct or impede any such construction or sales activities. Such use by Seller, however, shall not unreasonably interfere with Buyer's use of his property. It is agreed that all furniture, personal property, furnishings, wallpaper, shrubbery, fences, landscaping, patios and recreational facilities exhibited in the model houses and model house area are for exhibition purposes only and are not included in the purchase price unless otherwise expressly provided herein.
- 11. ACCESS: In order to comply with insurance requirements and to assure the safety of Buyer and Seller's personnel, BUYER WILL NOT HAVE ACCESS OR ENTRY TO THE IMPROVEMENTS OR THE CONSTRUCTION SITE DURING CONSTRUCTION NOR MAY BUYER STORE ANY PERSONAL PROPERTY IN OR ABOUT THE IMPROVEMENTS OR THE CONSTRUCTION SITE PRIOR TO THE SETTLEMENT OF THIS CONTRACT without the express written authorization of Seller. Should the Buyer enter the improvements and/or construction site at any time, in violation of this Paragraph, the Buyer acknowledges that such will be an act of trespass. The buyer further acknowledges that the Seller assumes no liability or responsibility for any injury suffered by Buyer or his guests or invitees while visiting the said dwelling unit or construction site, and Buyer hereby agrees to indemnify Seller against the same.

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12.	ORAL STATEMENTS: Oral statements or promises often cause serious disputes between Sellers and Buyers of new homes. This section of the Contract attempts to alleviate potential problems. Unless oral statements or promises are included in this Contract, they may not be enforceable under law. By including the terms below, Buyer and Seller are making them a part of this Contract. THIS SECTION SHOULD NOT BE LEFT BLANK IF YOU ARE RELYING ON ANY ORAL STATEMENTS OR PROMISES. The following oral statements or promises have been made by Seller, Seller's agent or Buyer. Performance of each of these statements or promises is incorporated into each party's obligation to fully perform the terms of this Contract:
	If the above section is left blank, the parties agree that this shall mean that no oral promises or statements have been relied upon in connection with this Contract.
13.	<b>BUYER ACKNOWLEDGEMENT:</b> The Buyer acknowledges that, as the purchaser of newly constructed property, there are a number of legal issues/requirements they should be aware of (including but not limited to: building/construction code, licensure requirements for builders and/or contractors, the permitting process and regulations, applicable zoning restrictions and requirements). The Buyer is advised to consult the appropriate governmental office for the jurisdiction(s) in which the property is located and/or obtain legal counsel regarding such matters.
14.	<b>ATTACHMENTS:</b> The following Schedules are attached hereto and are made a part of this contract:
	New Home Warranty Disclosures and Warranty (as provided in Par. 9 hereof)
	Site Plan
	Floor Plan
	Standard Features
	Schedule A - Option Selections
	Schedule B - Specifications
	Other
	Other
15.	PROPERTY TAX CREDITS FOR ACCESSIBILITY IMPROVEMENTS: A real property tax credit for this property may be available to the Buyer for the cost of installing accessibility features or the cost of Level I or Level II accessibility standards to the property as defined in Montgomery County Code 52-18U(a). The types of improvements for which credits are available are any of the following permanent modifications to a residence:  A no-step front door entrance with a threshold that does not exceed ½ inch in depth with tapered advance and return surfaces or, if a no-step front entrance is not feasible, a no-step entrance to another part of the residence that provides access to the main living space of the residence;  An installed ramp creating a no-step entrance;  An interior doorway that provides a 32-inch wide or wider clearing opening;  An exterior doorway that provides a 36-inch wide or wider clear opening, but only if accompanied by exterior lighting that is either controlled from inside the residence, automatically controlled, or continuously on;  Walls around a toilet, tub, or shower reinforced to allow for the proper installation of grab bars with grab bars installed in accordance with the Americans with Disabilities Act Standards for Accessible Design;
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DocuSign Envelope I	D: 14CCEC5B-900A-40FA-8E32-6363DC328EF0					
	euvering space of at least 30 inches by 48 inches oom, open and close the door, and operate each	s in a bathroom or kitchen so that a person using a mobility aid may ent fixture or appliance;				
An e	xterior or interior elevator or lift or stair glide ur	nit;				
An a	An accessibility-enhanced bathroom, including a walk-in or roll-in shower or tub; or					
An alarm, appliance, and control structurally integrated into the unit designed to assist an individual with a sensor						
entra useat 52 -	nce located at any entry door to the house that it ble powder room or bathroom, and a 32 inch not 18U of the County Code;	t addition to a single family residence that include at least one no state connected to an accessible route to a place to visit on the entry level, minal clear width interior door as further defined and described in Section that additions to a single family residence that provide all of the Level				
	ssibility Standards plus an accessible circulation and at least one accessible bedroom as further d	path that connects the accessible entrance to an accessible kitchen, a fullefined in Section 52-18U of the County Code.				
	unt of Credit Estimated for the Proposed Checke	ed Improvements \$				
DocuSigned	by: 8/12/2021					
Seller Bales Red & Friend		Buyer Date				
Seller (Sales C	Consultant) Date	Buyer Date				

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# **NEW HOME DISCLOSURE ADDENDUM**

Builder does not participate in a new home warranty security plan.

		and hereby made a part of	
on lot13	, block	<b>2H</b> , subdivision	Hillmead ,
located in		Montgomery	County, Maryland between
(Buyers)			and
(Sellers)		Montgomery  Red &	Friends, LLC.
-	•		pate in a new home warranty security plan to make the onstruction of a new home.
Builders of new l jurisdictions.	homes, in the	state of Maryland, are no	ot required to be licensed by the state nor by most local
		home warranty security pare provided by law.	olan. Therefore, the buyer may be afforded only certain
discontinue this	contract, the gns the contr	buyer must notify the bu	and to rescind this contract. If the buyer decides to ilder in writing, within five (5) working days from the buyer is entitled to a refund of any monies paid to the
•	_	the builder does not partic s the above disclosure.	cipate in a new home warranty security plan and that the
Signature of Hom	nebuyer		Date
14/2			
Seblen Build Red & Friends, 1			Purchaser Owner
Seller Build	ler		Purchaser Owner
8/12/2021			
Date			Date
This Rec	commended Form is	, 1	Association of REALTORS®, Inc. Association of REALTORS®, Inc. and is for use by members only.

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# **NEW HOME WARRANTY ADDENDUM**

(Montgomery County Only)

Special	prov	isions att	ached to and	hereby mad	le a part thereof	f the contract dated			
on Lot		13	, Block	2H	, Subdivisio	n	Hillmead		,
				Mo	ontgomery		County,	Maryland	between
(Buyer)									and
(Sellers	) _				Red & F	riends, LLC.			
					NOTICE TO	BUYER			
	fina has	ncial sect	urity to guara I you any ot	ntee the b ther bond,	uilder's perforn insurance, or	ilder to furnish ar nance of its warran security to guarar nust be listed here.	nty obligations.	If a builde	er
	in v buile buile	vriting if der's per der must	any bond, ir formance und provide proo	nsurance or der the w of of such	other financia varranty require bond, insurance	l or build a new hal security is responded by the Montgore or security if respondents	nsible for or gomery County equested by the	guarantees the Code. The buyer. Sai	ne ne
				the/she has	read and unders	stands the above-state	ed notice.		_
Signatu	re of	Homebuy	yer					Date	
	199 <b>17</b> 7	y: Builder nds, LLC	•			Purchaser Ov	vner		
Selle	r	Builder				Purchaser Ov	vner		
8/12/20	021								
Date						Date			

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## Inclusions/Exclusions Disclosure and Addendum

(Required for use with GCAAR Listing Agreement & Sales Contract)

**PERSONAL PROPERTY AND FIXTURES:** The Property includes the following personal property and fixtures, if existing: built-in

PROPERTY ADDRESS: 8620 Ridge Road, Bethesda, MD 20817-3232

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, central vacuum system (with all hoses and attachments); shutters; window shades, blinds, window treatment hardware, mounting brackets for electronics components, smoke, carbon monoxide, and heat detectors; TV antennas; exterior trees and shrubs; and awnings. Unless otherwise agreed to herein, all surface or wall mounted electronic components/devices DO **NOT CONVEY. The items checked below convey.** If more than one of an item conveys, the number of items is noted in the blank. KITCHEN APPLIANCES **ELECTRONICS** RECREATION Stove/Range Security Cameras Hot Tub/Spa, Equipment, & Cover Cooktop Alarm System Pool Equipment & Cover Sauna Wall Oven Intercom Χ Satellite Dishes Microwave Playground Equipment X Refrigerator Video Doorbell Χ **OTHER** w/ Ice Maker LIVING AREAS Storage Shed Wine Refrigerator X Fireplace Screen/Door Garage Door Opener X Dishwasher Gas Log Garage Door Remote/Fob Disposer Ceiling Fans Back-up Generator Separate Ice Maker Window Fans Radon Remediation System Separate Freezer Window Treatments Solar Panels (must include Trash Compactor Solar Panel Seller WATER/HVAC Disclosure/Resale Addendum) **LAUNDRY** Water Softener/Conditioner Washer Electronic Air Filter Dryer X Furnace Humidifier Window A/C Units THE FOLLOWING ITEMS WILL BE REMOVED AND NOT REPLACED: LEASED ITEMS, LEASED SYSTEMS & SERVICE CONTRACTS: Leased items/systems or service contracts, including but not limited to: appliances, fuel tanks, water treatment systems, lawn contracts, pest control contracts, security system and/or monitoring, and satellite contracts **DO NOT CONVEY** unless disclosed here: **<u>CERTIFICATION</u>**: Seller certifies that Seller has completed this checklist disclosing what conveys with the Property. 8/12/2021 Seller Red & Friends, LLC. Date Seller Date ACKNOWLEDGEMENT AND INCORPORATION INTO CONTRACT: (Completed only after presentation to the Buyer) between Seller Red & Friends, LLC. The Contract of Sale dated and Buyer for the Property referenced above is hereby amended by the incorporation of this Addendum. Date Buyer Seller (sign only after Buyer) Date Red & Friends, LLC. Seller (sign only after Buyer) Date Buyer Date

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# Regulations, Easements and Assessments (REA) Disclosure and Addendum

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

	Contract of Sale dated		, Address		8620 Ridge Roa		
City _		Bethesda	Red & Friends, LLC.	MD	Zip20	0817-3232	between
Seller Buyer			Red & Friends, LLC.				and is hereby
		his Addendum, which shall	supersede any provisions to	the contrary in	the Contract.		_ 15 1101003
purcha Seller way d chang of a r	ase offer and will become a . The content in this form is lefine or limit the intent, rig e and GCAAR cannot confi- regulation, easement or ass	Disclosure/Addendum to be part of the sales contract for not all-inclusive, and the Part of obligations of the part of the accuracy of the inforcessment, information should rebsites of appropriate authors.	r the sale of the Property. The aragraph headings of this American Please be advised the mation contained in this ford be verified with the appropriate the sale of the property of the sale of the property of the sale of the property of the sale o	The information agreement are fat web site add orm. When in d	or contained herein for convenience an dresses, personnel oubt regarding the	is the represer d reference on and telephone provisions or	ntation of the aly, and in no numbers do applicability
	Main Telephone Number Maryland-National Cap 2425 Reedie Drive, 14th https://montgomeryplan City of Rockville, City I Main telephone number State Department of Ass	overnment, 101 Monroe Streer: 311 or 240-777-0311 (TT ital Area Park and Planning in Floor, Wheaton, MD 20902 ningboard.org Hall, 111 Maryland Ave, Ro : 240-314-5000. Web site: we seessments & Taxation (SDA er: 410-767-1184. Website: sees	Y 240-251-4850). Web site Commission (M-NCPPC), 2. Main number: 301-495-4 ckville, MD 20850.  Www.rockvillemd.gov T), 301 W Preston Street, E	1600. Web site:			
d	lefined in the Maryland Res Disclosure Act? <b>Yes</b>	IER STATEMENT: A prosidential Property Disclosure No . If no, see attached Ma and new home.	e and Disclaimer Statemen	t. Is Seller exe	mpt from the Mar	yland Residen	ntial Property
E N tl <u>ir</u> u	AATTERY-ONLY operate Montgomery County Code, the year the Property nfo/resources/files/laws/smc unit contains alternating curr	Maryland law requires the d smoke alarms must be some seller is required to have was constructed. For the seller matrix 2013 pdf. In the seller is required to have the seller is required to have alarmmatrix 2013 pdf. In the seller is required to have the seller in the	ealed units incorporating e working smoke alarms. R a matrix of the re a addition, Maryland law a the event of a power outage	a silence/hush equirements for quirements so requires the fol- ge, an alternation	the button and long rethe location of the www.montgo lowing disclosure ng current (AC) po	-life batteries ne alarms vary omerycountym : This residen owered smoke	s. Pursuant to according to ad.gov/mcfrs- tial dwelling
C	NOT provide an alarm. Therefore, the Buyer should obtain a dual-powered smoke detector or a battery-powered smoke detector.  MODERATELY-PRICED DWELLING UNIT: Is the Property part of the Moderately-Priced Dwelling Unit Program in Montgoo County, the City of Rockville, or the City of Gaithersburg? Yes No. If yes, Seller shall indicate month and year of initial offer 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.					tial offering	
M F p is	Montgomery County Code  Home means a single fami eart of a condominium reg s required to provide the Bu or to permit the Buyer to per	A radon test must be performage Section 40-13C (see					

#### **Exemptions:**

- A. Property is NOT a "Single Family Home"
- **B.** Transfer is an intra-family transfer under MD Tax Property Code Section 13-207
- C. Sale is by a lender or an affiliate or subsidiary of a lender that acquired the home by foreclosure or deed in lieu of foreclosure
- **D.** Sale is a sheriff's sale, tax sale or sale by foreclosure, partition or by a court appointed trustee
- E. A transfer by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship or trust.
- F. A transfer of a home to be converted by the buyer into a use other than residential or to be demolished.
- G. Property is located in the Town of Barnesville, Town of Kensington, Town of Poolesville, or City of Rockville.

If not exempt above, a copy of the radon test result is attached **Yes Yo.** If no, Seller will provide the results of a radon test in accordance with Montgomery County Code Section 40-13C unless the Contract includes a radon contingency.

NOTE: In order to request Seller to remediate, a radon contingency must be included as part of the Contract.

#### 5. AVAILABILITY OF WATER AND SEWER SERVICE:

- A. 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.
- B. Well and Septic Locations: Contact the Department of Permitting Services "DPS", Well and Septic, or visit <a href="http://permittingservices.montgomerycountymd.gov/DPS/general/Home.aspx">http://permittingservices.montgomerycountymd.gov/DPS/general/Home.aspx</a>. For well and/or septic field locations, visit <a href="http://permittingservices.montgomerycountymd.gov/DPS/online/eInformationRequest.aspx">http://permittingservices.montgomerycountymd.gov/DPS/online/eInformationRequest.aspx</a>, or for homes built before 1978, request an "as built" drawing in person 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.
- C. <u>Categories:</u> To confirm service area category, contact the <u>Montgomery County Department of Environmental Protection ("DEP")</u> Watershed Management Division or visit <u>waterworks@montgomerycountymd.gov</u>.

A.	Water: Is the Property connected to public water? ✓ Yes ☐ No
	If no, has it been approved for connection to public water?
	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?
	2. Has an individual sewage disposal system been constructed on Property?
	Has one been approved for construction?
	Has one been disapproved for construction Yes No Do not know
	If no, explain:
C.	
	This category affects the availability of water and sewer service as follows (if known
	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
	. This category affects the availability of water and sewer service as follows (if known):
	. This category affects the availability of water and sewer service as follows (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 app
D.	This category affects the availability of water and sewer service as follows (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 app to the Property:
D.	This category affects the availability of water and sewer service as follows (if known):  Recommendations and Pending Amendments (if known):  The applicable master plan contains the following recommendations regarding water and sewer service to the Property.  The status of any pending water and sewer comprehensive plan amendments or service area category changes that would app to the Property:  Well and Individual Sewage System: When a Buyer of real property that is located in a subdivision on which an individual sewage service area category.
C. D. E.	This category affects the availability of water and sewer service as follows (if known):  1. The applicable master plan contains the following recommendations regarding water and sewer service to the Propert  2. The status of any pending water and sewer comprehensive plan amendments or service area category changes that would app to the Property:

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	above, or has informed the l that, to stay informed of fu	Buyer that the Seller does not kno	w the information referenced ab icipal water and sewer plans, th	provided the information referenced bove; the Buyer further understands ne Buyer should consult the County
	Buyer	Date	Buyer	Date
6.		his Property is located in Takoma Fortice of Tree Preservation Requir		losure must be attached. See GCAAR
7.	and/or Condominium Associat	andatory fees (HOA) (refer to GCA ion (refer to GCAAR Condominiu Co-operative Seller Disclosure /	AAR HOA Seller Disclosure / R m Seller Disclosure / Resale Ado	tesale Addendum for MD, attached), dendum for MD, attached) and/or DC, attached) and/or Other (ie:
8.	abandonment, contact the Marylan		r visit <u>www.mde.state.md.us</u> Doe	the procedures for their removal or s the Property contain an UNUSED andoned:
9.	Are there any potential become liable which do If yes, EITHER the Approx. \$600 a year sewer authority, OR a  B. Private Utility Company Are there any deferred with the second several	Front Foot Benefit Charges (FFI not appear on the attached proper Buyer agrees to assume the futur, OR Buyer is hereby advised the local jurisdiction has adopted a plan for 23 years	BC) or deferred water and sewer ty tax bills? Yes No e obligations and pay future annuat a schedule of charges has not to benefit the Property in the future	er charges for which the Buyer may mual assessments in the amount of \$ yet been established by the water and re.  OT appear on the attached property tax
	SEWER CHARGES This Property is subject to construction all or part of  prepayment or a discount fo contractual obligation betwee by the county in which the P	a fee or assessment that purpor the public water or wastewater payable annually in (name and rearly prepayment, which may been the lienholder and each owner roperty is located.	ts to cover or defray the cost facilities constructed by the demonstructed by the demonstructed by the demonstructed (month) address) (hereafter called "lies ascertained by contacting the lies of this Property, and is not in a	of installing or maintaining during eveloper. This fee or assessment is until (date) to holder"). There may be a right of enholder. This fee or assessment is a my way a fee or assessment imposed
	(1) Prior to Settlement, the		cind the contract and to receive	a full refund of all deposits paid on covides the Buyer with the notice in
	(2) Following Settlement, th	e Seller shall be liable to the Buye	r for the full amount of any open	lien or assessment.

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#### 10. SPECIAL PROTECTION AREAS (SPA):

Refer to <u>montgomeryplanning.org/planning/environment/water-and-wetlands/special-protection-areas/</u> or <u>montgomerycountymd.gov/water/streams/spa.html</u> for explanations 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: <u>MaryJo.Kishter@montgomeryplanning.org</u>, or call 301-495-4701.

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 ar 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 websit of Maryland-National Capital Area Park and Planning Commission (M-NCPPC).
Buyer Buyer

- 11. 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 <a href="https://www.montgomerycountymd.gov/finance/taxes/faqs.html">https://www.montgomerycountymd.gov/finance/taxes/faqs.html</a> and select "FAQ". Additional information relating to taxes and the assessment and appeal process can be located at <a href="https://dat.maryland.gov/realproperty/Pages/Assessment-Appeal-Process.aspx">https://dat.maryland.gov/realproperty/Pages/Assessment-Appeal-Process.aspx</a> this provides tax information from the State of Maryland.
  - A. <u>Current Tax Bill</u>: 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 copy of the tax bill for this Property can be obtained at <a href="https://apps.montgomerycountymd.gov/realpropertytax/">https://apps.montgomerycountymd.gov/realpropertytax/</a>.
  - B. Estimated Property Tax & Non-Tax Charges: IN ADDITION, SELLER(S) ARE REQUIRED TO PROVIDE POTENTIAL BUYERS 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 <a href="https://www.montgomerycountymd.gov/estimatedtax">www.montgomerycountymd.gov/estimatedtax</a>.

/	Buyer acknowledges receipt of both tax disclosures
Buver's Initials	

#### 12. DEVELOPMENT DISTRICT DISCLOSURE - NOTICE OF SPECIAL TAX OR ASSESSMENT:

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. Typically, the Development District Special Tax will increase approximately 2% each July 1. For more information, please contact the Montgomery County Department of Finance. FAQs regarding Development Districts can be viewed at <a href="https://www2.montgomerycountymd.gov/estimatedtax/FAQ.aspx#3607">https://www2.montgomerycountymd.gov/estimatedtax/FAQ.aspx#3607</a>. Seller shall choose one of the following:

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		assessment or special tax that are due. As of th	impo ne da eac	osed to te o	EXISTING Development District: Each year the Buyer of this Property must pay a special under Chapter 14 of the Montgomery County Code, in addition to all other taxes and assessments f execution of this disclosure, the special assessment or special tax on this Property is year. A map reflecting Existing Development Districts can be obtained at d.gov/estimatedtax/map/Existing_DevDistricts.pdf/.
					OR
		assessment or special tax that are due. The estima	impo ted n	osed i naxin	ROPOSED Development District: Each year the Buyer of this Property must pay a special under Chapter 14 of the Montgomery County Code, in addition to all other taxes and assessments num special assessment or special tax is \$ each year. A map reflecting in be obtained at <a href="https://www2.montgomerycountymd.gov/estimatedtax/map/dev_districts.pdf">https://www2.montgomerycountymd.gov/estimatedtax/map/dev_districts.pdf</a> .
					OR
	$\checkmark$	The Property is not loca	ited i	n an	existing or proposed Development District.
13.	The Prop	NEFIT PROGRAMS: perty may currently be und yer to remain in the program			enefit program that has deferred taxes due on transfer or may require a legally binding commitment, but not limited to:
	<b>A.</b>	Conservation Manageme	nt Ag	green	<b>ement Program</b> (FC&MP): Buyer is hereby notified that a property under a Maryland Forest nent (FCMA) could be subject to recapture/deferred taxes upon transfer. Is the Property under assessed shall be paid by $\square$ the Buyer <b>OR</b> $\square$ the Seller.
	В.	Agricultural Program: Itransfer shall be pathttps://sdat.dat.maryland.g	id b	y	perty subject to agricultural transfer taxes? $\square$ Yes $\nearrow$ No. If yes, taxes assessed as a result of the $\square$ the Buyer OR $\square$ the Seller. Confirm if applicable to this Property at operty/Pages/default.aspx.
	C.				es the Seller have reduced property taxes from any government program?
14.	Plats are obtain a	plat you will be required	or at	pply	Judicial Center, Room 218, 50 Maryland Avenue, Rockville, MD or at 240-777-9477. In order to the Lot, Block, Section and Subdivision, as applicable, for the Property. Plats are also available g/info/plat_maps.shtm or at <a href="https://www.plats.net">www.plats.net</a> . Buyers shall check <b>ONE</b> of the following:
				A.	Unimproved Lot and New Construction: 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.
					OR
	Buyer	_/ 's Initials		В.	Resale/Acknowledged Receipt: 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.
					OR
				C.	<u>Resale/Waived Receipt</u> : For Resale properties only, Buyer hereby waives receipt of a copy of such plat at time of execution of the Contract, but shall, prior to or at the time of Settlement, be provided a copy of the subdivision plat.

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15.	AGRICULTURAL RESERVE DISCLOSURE NOTICE:  This Property is is is not subject to the Agricultural RESERVE Disclosure Notice requirements. These disclosures are contained in GCAAR Agricultural Zone Disclosure Notice, 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 Reserve Disclosure requirement. Additional information can be obtained at SDAT and Montgomery County Zoning Layer (MC Atlas).
16.	NOTICE CONCERNING CONSERVATION EASEMENTS: This Property is is not subject to a Conservation Easement. If applicable, GCAAR Conservation Easements Addendum is hereby provided. See <a href="https://mcatlas.org/FCE/">https://mcatlas.org/FCE/</a> for easement locator map.
17.	GROUND RENT: This Property is is not subject to Ground Rent. See Property Subject to Ground Rent Addendum.
18.	HISTORIC PRESERVATION:  Check questionable properties' status with the Montgomery County Historic Preservation Commission (301-563-3400) or go to <a href="http://www.montgomeryplanning.org/historic/index.shtm">http://www.montgomeryplanning.org/historic/index.shtm</a> , to check applicability. 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.  A. City of Rockville: Montgomery County Code §40-12A has been adopted by the City of Rockville.  B. City of Gaithersburg: Montgomery County Code §40-12A has been adopted by the City of Gaithersburg at City Code §2-6.  C. Other: Contact the local municipality to verify whether the Property is subject to any additional local ordinance
Is tl Is tl Sell phy and	the Property been designated as an historic site in the master plan for historic preservation? Yes No.  ne Property located in an area designated as an historic district in that plan? Yes No.  ne Property listed as an historic resource on the County location atlas of historic sites? No.  ne Property listed as an historic resource on the County location atlas of historic sites? No.  ne Property listed as an historic resource on the County location atlas of historic sites? No.  ne Property listed as an historic resource on the County location atlas of historic sites? No.  ne Property listed as an historic resource on the County location atlas of historic sites? No.  ne Property listed as an historic resource on the County location atlas of historic sites? No.  ne Property listed as an historic resource on the County location atlas of historic sites? No.  ne Property listed as an historic resource on the County location atlas of historic sites? No.  ne Property listed as an historic resource on the County location atlas of historic sites? No.  ne Property located historic resource on the County location atlas of historic sites? No.  ne Property located historic resource on the County location atlas of historic sites? No.  ne Property located historic resource on the County location atlas of historic sites? No.  ne Property located historic resource on the County location atlas of historic sites? No.  No.  No.  No.  No.  No.  No.  No.
Buy	er Buyer

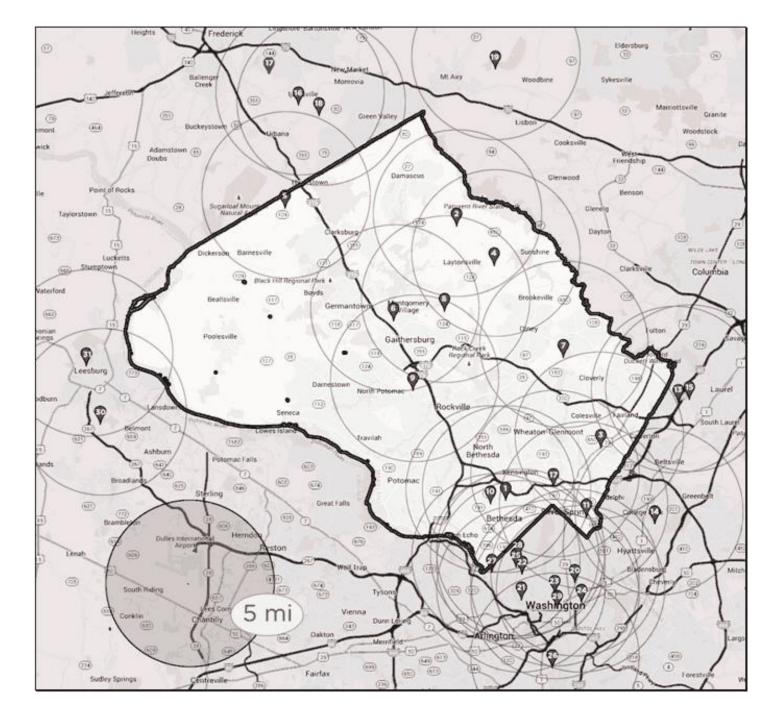
#### 19. MARYLAND FOREST CONSERVATION LAWS:

- 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 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 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).
- **20.** <u>AIRPORTS AND HELIPORTS</u>: 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 8/1/2018. 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: <a href="http://www.faa.gov/airports/airport safety/airportdata">http://www.faa.gov/airports/airport</a> safety/airportdata 5010.

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#### MONTGOMERY COUNTY

- Walter Reed National Medical Center 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
- **4. Federal Support Center Heliport,** 5321 Riggs Road, Gaithersburg, MD 20882

- Flying M Farms, 24701 Old Hundred Road, Comus, MD 20842
- **6. IBM Corporation Heliport,** 18100 Frederick Avenue, Gaithersburg, MD 20879
- Maryland State Police Heliport, 7915 Montrose Road, Rockville, MD 20854
- **8. Montgomery County Airpark,** 7940 Airpark Road, Gaithersburg, MD 20879

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- Shady Grove Adventist Hospital, 9901 Medical Center Drive, Rockville, MD 20850
- Suburban Hospital, 8600 Old Georgetown Road, Bethesda, MD 20814
- Washington Adventist Hospital, 7600 Carroll Avenue, Takoma Park, MD 20912
- Holy Cross Hospital, 1500 Forest Glen Road, Silver Spring, MD, 20910
- **13. Holy Cross Germantown**, 19801 Observation Dr, Germantown, MD, 20876

#### 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, 9701C. 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

- 21. Bolling Air Force Base, 238 Brookley Avenue, SW, 20032
- Children's National Medical Center, 111 Michigan Avenue, NW, 20010
- 23. Washington Hospital Center, 110 Irving Street, NW, 20010
- Georgetown University Hospital, 3800 Reservoir Road, NW 20007
- **25. Metropolitan Police,** Dist.2, 3320 Idaho Avenue, NW, 20007
- 26. Metropolitan Police, Dist.3, 1620 V Street, NW, 20007
- **27. Metropolitan Police,** Dist.5, 1805 Bladensburg Road, NE, 20002
- National Presbyterian Church, 4101 Nebraska Avenue, NW, 20016
- Sibley Memorial Hospital, 5255 Loughboro Road, NW, 20016
- 30. Police Harbor Patrol Branch, Water St, SW, 20024
- Steuart Office Pad, Steuart Petroleum Co., 4640 40th Street, NW, 20016
- **32. Former Washington Post Building**, 1150 15th Street, NW, 20017

#### VIRGINIA

- 33. Ronald Reagan Washington National Airport, Arlington County 20001
- 34. Leesburg Executive, 1001 Sycolin Road, Leesburg, 22075
- **35.** Loudoun Hospital Center, 224 Cornwall, NW, Leesburg, 22075
- **36. Dulles International Airport**, 1 Saarinen Cir, Dulles, VA 20166
- 21. <u>ENERGY EFFICIENCY DISCLOSURE NOTICE</u>: Before signing a contract for the sale of a single-family home (single-family attached, including condominiums or detached residential building), Sellers of Montgomery County properties must provide Buyers with the following:
  - A. <u>Information Disclosure</u>: Information about home energy efficiency improvements, including the benefit of conducting a home energy audit. Buyers should visit the following websites for this information: <a href="http://www.montgomerycountymd.gov/green/Resources/Files/energy/Home-Sales-Disclosure.pdf">http://www.montgomerycountymd.gov/green/Resources/Files/energy/Home-Sales-Disclosure.pdf</a>
  - B. <u>Usage History</u>: Has the home been owner-occupied for the immediate prior 12 months? Yes No If property has been owner-occupied for any part of the past 12 months, Seller must provide copies of electric, gas and home heating oil bills <u>OR</u> cost and usage history for the single-family home for that time. Sellers may use GCAAR Utility Cost and Usage History Form to disclose the utility costs and usage history.

By signing below, 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. Buyer agrees he has read this Addendum carefully and understands the information that has been disclosed.

DocuSigned by:			
	8/12/2021		
Sellerefd8399ef76460 Red & Friends, LLC.	Date	Buyer	Date
Seller	Date	Buver	Date

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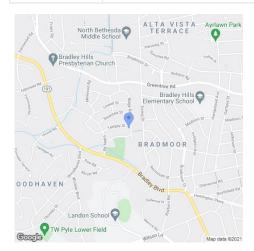
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## Agent 360

8620 Ridge Rd, Bethesda, MD 20817-3232 Unincorporated

Tax ID 160700594952

#### Public Records







#### **Summary Information**

Owner: Red And Friends Llc
Owner Address: 4525 Jamestown Rd
Owner City State: BETHESDA MD
Owner Zip+4: 20816-1857
Owner Carrier Rt: C015

Property Class: Residential
Annual Tax: \$8,201
Record Date: 01/25/21
Sale Amount: \$765,000
Book: 61691
Page: 119
Tax Record Updated: 06/05/21

#### **Geographic Information**

County: Montgomery, MD Municipality: Unincorporated

High Sch Dist: Montgomery County Public Schools

Tax ID: 160700594952

Tax Map: GN53

Tax ID Alt: 160700594952

Block: 2H City Council Dist: 7 Lot: 13 Qual Code: AB

Qual Code: ABOVE AVERA

Sub District: 7

Legal Subdivision: HILLMEAD

## **Assessment & Tax Information**

Annual Tax (Est): \$8,201 Taxable Total Asmt: \$714,600 Tax Year: County Tax (Est): Taxable Land Asmt: \$545,600 Special Tax: \$7,680 \$104 Asmt As Of: 2021 Taxable Bldg Asmt: \$169,000 Refuse Fee: \$416 State/County Tax: \$7,681

Class Code: 38

**Lot Characteristics** 

Sq Ft: 6,968 Zoning: R60

Acres: 0.1600 Zoning Desc: RESIDENTIAL, ONE-

**FAMILY** 

#### **Building Characteristics**

Standard Unit Full Baths: Residential Type: Yes (Type Basement Type: 1.00 Stories: Total Baths: 2.0 Unknown) Brick/Stone Sewer: Public Total Units: 1 Exterior: Year Built: Abv Grd Fin SQFT: 1,412 Stories Desc: 1953 Standard Unit Total Below Grade 1,251 Model: Shingle -Roof: Fireplace Total: Composite SQFT:

Patio Deck Type: DECK Fireplace: Yes Porch Type: Open Fireplace Type: FRAM

Cooling: Open Fireplace Type: FRAM Cooling: Combined System Porch/Deck SQFT: 84 Patio/Deck SQFT: 345

Heat Delivery: Forced Air

Property Class R

Code: Sec 1 Construction: 90 Sec 1 Story Type: 1B Sec 1 Area: Sec 2 Construction: Sec 2 Area: 1161 Sec 2 Story Type: 1B Sec 3 Story Type: Sec 3 Construction: Sec 3 Area: 161 Sec 4 Area: Sec 4 Story Type: Sec 4 Construction: 192 Sec 5 Construction: Sec 5 Area: 153 Sec 5 Story Type:

Codes & Descriptions

011 Residential Land Use:

County Legal Desc: HILLMEAD BRADLEY HIL LS

1 Story With Basement Use Type:

MLS History

MLS Number Category Status Status Date Price MDMC731276 **RES** Closed 12/29/20 \$765,000

Tax History

Year	County	Municipal	School	Annual
2021	\$7,680	•		\$8,201
2020	\$7,680			\$8,201
2019	\$7,680			\$8,201
2018	\$7,594			\$8,084
2017				\$7,651

**Annual Assessment** 

Year	Land	Building	Ttl Taxable	Total Land	Total Bldg	Total Asmt
2021	\$545,600	\$169,000	\$714,600			
2020	\$519,600	\$167,900	\$705,567			
2019	\$519,600	\$167,900	\$687,500			
2018	\$519,600	\$167,900	\$687,500			
2017	\$472,400	\$120,600	\$656,000			
2016	\$472,400	\$120,600	\$624,500			
2015	\$472,400	\$120,600	\$593,000			

Sale & Mortgage

Record Date: 01/25/2021 Book: 61691 Settle Date: Page: 119

Doc Num: Sales Amt: \$765,000

Sale Remarks:

Owner Names: Red And Friends Llc

Record Date: 06/27/2019 Book: 57790 Settle Date: Page: 150 Doc Num: Sales Amt:

Sale Remarks:

Owner Names: Milan J & Kubic Kubic

Record Date: 02/29/2012 Book: 43413 Settle Date: Page: 152 Sales Amt: Doc Num:

Sale Remarks:

Owner Names: Milan J Kubic

Settle Date:

Record Date: 02/17/1989 Book: Page:

Sales Amt: \$275,000 Sale Remarks:

Owner Names: Kubic Milan

Last Listing-Property History

8620 Ridge Rd, Bethesda, MD 20817

#### **Property History**

Source	Category	Status	Date	Price	Owner
Public Records		Record Date	01/25/2021	\$765,000	Red And Friends Llc
Public Records		Record Date	06/27/2019	\$	Milan J & Kubic Kubic
Public Records		Record Date	02/29/2012	\$	Milan J Kubic
Public Records		Record Date	02/17/1989	\$275,000	Kubic Milan

0

0

Doc Num:

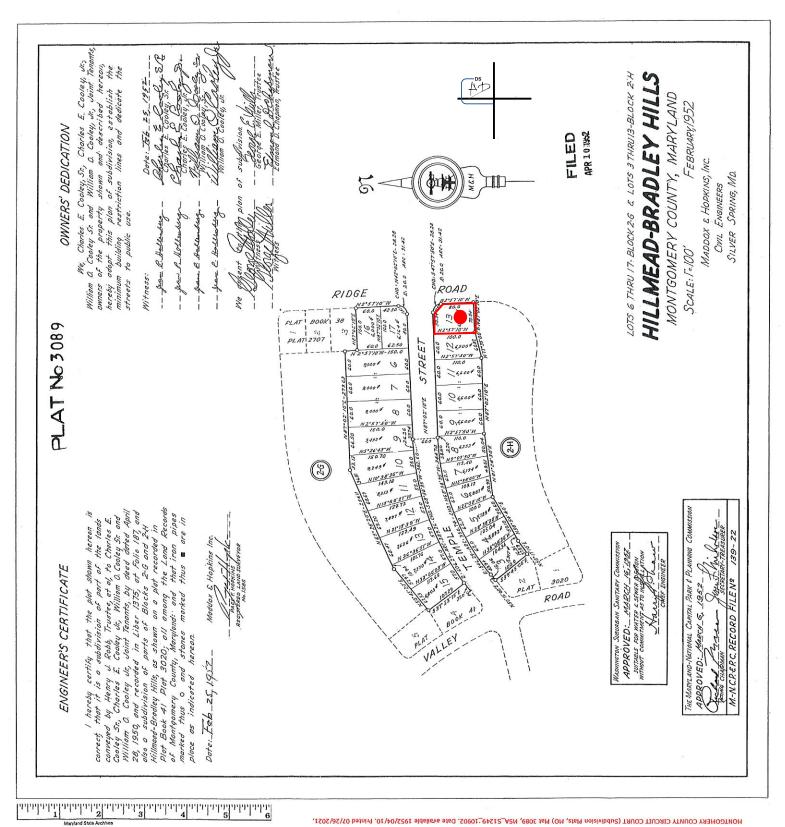
#### **MLS History Details**

DocuSign Envelope ID: 14CCEC5B-900A-40FA-8E32-6363DC328EF0

Listing Info		Change Type	Change Date	Price	
MLS#:	MDMC731276	Final Closed Price	12/29/20	\$765,000	
Prop. Type:	Residential	Closed	12/29/20		
DOM / CDOM:		Pending	12/13/20		DS DS
Listing Office:	JDS Real Estate Services	Price Decrease	12/09/20	\$779,900	
		Price Decrease	11/18/20	\$785,000	
		Back to Active	11/07/20		
		Temporary Off Market	11/05/20		
		Back to Active	11/01/20		
		Pending	10/28/20		
		New Active	10/21/20	\$795,000	
		New Listing	10/21/20		

The data on this report is compiled by BRIGHT from various public and private sources. The data on this is not a legal flood determination. Errors may exist in any field on this report, including owner's name, tax amounts, mortgage history, and property characteristics. Verify the accuracy of all data with the county or municipality.

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# **Understanding Whom Real Estate Agents Represent**

#### THIS NOTICE IS NOT A CONTRACT

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. A Seller's agent may assist the buyer in purchasing the property, but his or her duty of loyalty is only to the sellers.

**Subagent:** A Subagent means a licensed real estate broker, licensed associate real estate broker, or licensed real estate salesperson who is not affiliated with or acting as the listing real estate broker for a property, is not a buyer's agent, has an agency relationship with the seller, and assists a prospective buyer in the acquisition of real estate for sale in a non-agency capacity. The subagent works for a real estate company different from the company for which the seller's agent works. The subagent can assist a buyer in purchasing a property, but his or her duty of loyalty is only to the seller.

# If you are viewing a property and you have not signed a Brokerage Agreement, that agent represents the seller

#### **Agents Who Represent the Buyer**

**Buyer's Agent:** A buyer may enter into a written contract with a real estate broker which provides that the broker will represent the buyer in locating a property to buy. The agent from that broker's company is then known as the buyer's agent. The buyer's agent assists the buyer in evaluating properties and preparing offers and developing negotiation strategies and works in the best interest of the buyer. The agent's fee is paid according to the written agreement between the broker and the buyer. If you as a buyer wish to have an agent represent you, you must enter into a written buyer agency agreement.

#### **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, the "dual agent" (the broker or the broker's designee) shall 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 are required to provide the same services to their clients that agents provide in transactions not involving dual agency, including advising their clients as to price and negotiation strategies.

If either party does not agree to dual agency, the real estate company must withdraw the brokerage 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 broker/company. If the brokerage agreement is terminated, the buyer may choose to enter into a written buyer brokerage agreement with a different broker/company. Alternatively, the buyer may choose not to be represented but simply to receive assistance from the seller's agent, from another agent in that company, or from a subagent from another company.

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 must be in writing and explain the duties and obligations of both the broker and the agent. The agreement must explain how the broker and agent will be paid and any fee-sharing agreements with other brokers.
- >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 licensee 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 licensee may be filed with the Real Estate Commission at 500 North Calvert Street, Baltimore, MD 21202. (410) 230-6205

		pt of a copy of this disclosure and name)	
that RE/MAX Realty Services and Jeremy Lichtenstein	·	sperson) are working as:	
(You may check more than one box	x but not more than	two)	
<b>X</b> seller/landlord's agent			
subagent of the Seller			
buyer's/tenant's agent			
DocuSigned by:	8/12/2021		
Signature F76460	(Date)	Signature	(Date)
Red & Friends, LLC.			
* * * * * *	* * * * * * * * *	* * * * * * * * * * * * *	* *
I certify that on this date I made the required to acknowledge receipt of a copy of this discl	• •	e individuals identified below and th	ey were <b>unable or unwilling</b>
Name of Individual to whom disclosure made	2	Name of Individual to whom dis	closure made
Agent's Signature		(Date)	

Rev. 10/1/2019



#### STATE OF MARYLAND REAL ESTATE COMMISSION

# **Consent for Dual Agency**

(In this form, the word "seller" includes "landlord"; "buyer" includes "tenant"; and "purchase" or "sale" includes "lease")

# When Dual Agency May Occur

The possibility of Dual Agency arises when:

- 1) The buyer is interested in a property listed by a real estate broker; and
- 2) The seller's agent and the buyer's agent are affiliated with the same real estate broker.

# **Important Considerations Before Making a Decision About Dual Agency**

A broker or broker's designee, acting as a dual agent does not exclusively represent either the seller or buyer; there may be a conflict of interest because the interests of the seller and buyer may be different or adverse. As a dual agent, the real estate broker does not owe undivided loyalty to either the seller or buyer.

Before the buyer and seller can proceed to be represented by a broker acting as a dual agent, they must both sign Consent for Dual Agency. If the <u>buyer</u> 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 <u>seller</u> has previously signed Consent for Dual Agency, the seller must **affirm** the seller's consent for the sale of the property to a particular buyer before accepting an offer to purchase the property. The **affirmation** is contained on Page 2 of this form.

# **Your Choices Concerning Dual Agency**

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

- 1. Consent in writing to dual agency. If all parties consent in writing, the real estate broker or the broker's designee (the "dual agent") shall assign one real estate agent affiliated with the broker to represent the seller (the seller's "intra-company agent") and another agent affiliated with the broker to represent the buyer (the buyer's "intra-company agent"). Intra-company agents are required to provide the same services to their clients that agents provide in transactions not involving dual agency, including advising their clients as to price and negotiation strategy.
- 2. **Refuse to consent to dual agency. If either party refuses to consent in writing to dual agency**, the real estate broker must terminate the brokerage relationship for that particular property with the buyer, the seller, or both. If the seller terminates the brokerage agreement, the seller must then either represent him or herself or arrange to be represented by another real estate company. If the buyer terminates the brokerage agreement, the buyer may choose not to be represented but simply to receive assistance from the seller's agent, from another agent in that company, or from a subagent from another company. Alternatively, the buyer may choose to enter into a written buyer agency agreement with a different broker/company.

# **Duties of a Dual Agent and Intra-Company Agent**

Like other agents, unless the client gives consent to disclose the information, dual agents and intra-company agents must keep confidential information about a client's bargaining position or motivations. For example, without written consent of the client, a dual agent or intra-company agent may not disclose to the other party, or the other party's agent:

- 1) Anything the client asks to be kept confidential; \*
- 2) That the seller would accept a lower price or other terms;
- 3) That the buyer would accept a higher price or other terms;
- 4) The reasons why a party wants to sell or buy, or that a party needs to sell or buy quickly; or
- 5) Anything that relates to the negotiating strategy of a party.
- \* Dual agents and intra-company agents must disclose material facts about a property to all parties.

# **How Dual Agents Are Paid**

Only the broker receives compensation on the sale of a property listed by that broker.

If a financial bonus is offered to an agent who sells property that is listed with his/her broker, this fact must be disclosed in writing to both the buyer and seller.

# **Consent for Dual Agency**

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

RE/MAX Realty Ser (Firm National Section 1986)  X Seller in the sale of the property at: Bethe	me) <b>Ridge Ro</b> a		as the
Buyer in the purchase of a property listed	for sale w	vith the above-referenced broker.	
DocuSigned by: 8/12/20	021		
Signature 400  Red & Friends, LLC.	Date	Signature	Date
AFFIRMATION OF PRIOR CONSE	NT TO	DUAL AGENCY	
# The undersigned <b>Buyer(s)</b> hereby affirm(s)		to dual agency for the following property:	
8620 Ridge Road, Bethesda, MD 20817-3232	2		
Property Address			
Signature	Date	Signature	Date
# The undersigned <b>Seller(s)</b> hereby affirm(s)	consent to	o dual agency for the Buyer(s) identified below:	
Name(s) of Buyer(s)			
Signature Red & Friends, LLC.	Date	Signature	Date

2 of 2

#### 8620 Ridge Rd. SPECIFICATIONS

#### **AREAS**

5,301 S.F. total living area

First floor 1,816 SF

Upper floor 1,786 SF

Basement 1,699 SF

#### **MAIN FEATURES**

- Gourmet kitchen designed for entertaining and everyday functionality, with extra- large waterfall island.
- 5 bedrooms, 4 full and 1 powder room.
- Luxury owner's 200 SF bathroom.
- 2 independent large walk-in closets
- Private seating room and large family room with contemporary design fireplace.
- Large second family room in 2<sup>nd</sup> floor.
- Finished basement with dry bar, recreation, gym, and game room areas. Optional use as a private 1-bedroom apartment.
- Fenced back and front yards, with flagstone patio.
- Office space in 1st floor with independent access.
- Two-car garage with concrete driveway, including electric car charger, door opener with a WIFI security camera.
- 9' ceiling height at first and second floors, 8-8" basement ceiling height.
- Decorative mirrors over vanities in all baths matching hardware and vanities colors.
- Designer-selected Calacatta premium quartz countertops in all vanities, island and fireplace.
- Designer powder room in the first floor with a contemporary sink design to match the designer concept.
- Kohler toilets in all bathrooms.
- Kohler matte black faucets in all bathrooms.
- Kohler matte black accessories in all bathrooms.
- Custom wood closet shelving with dowel hanger rods.

#### **APPLIANCES**

• High-end Jenn-air stainless steel appliances, including 7 feet tall by 42" wide built-in refrigerator, 36" 6-burner gas stove, separated built-in speed-microwave-electric oven, 36" Hood, dishwasher, and undercounter wine cooler.

- Fridge. 42" built-in Jennair pro style, model js42ppdude.
- Gas Range 36" Jennair 6 burner, model jgrp436hl.
- Wall ovens Jennair combo micro/oven, model jmw2430il.
- Dishwasher Jennair jdpsg244ls.
- Hood 36' S.S. Jennair hood, model jxw8536hs, with S.S. extension up to ceiling.
- Wine cooler Zepyr cooler french style, model prwb24c32bg.

#### **FINISHES**

#### **Flooring**

1<sup>st</sup> and 2<sup>nd</sup> floor with ¾" solid hardwood red oak flooring, finished in Bonna Nordic sealer and matte finish polyurethane. Luxury vinyl plank with rigid core and padding basement.

#### Kitchen

White and gray Calacatta premium quartz countertops and island.

#### Kitchen Backsplash

Calacatta premium quartz, marching island and countertops - 30" height (up to hood and shelving)

#### **Fireplace**

Bottom-to-top Calacatta premium quartz finish matching kitchen style

#### Mudroom

Custom built-in with shiplap boards wall.

#### Bar

White Calacatta premium quartz countertop and glass white tiling backsplash.

#### **BATHROOMS**

#### Owner's bathroom.

White and gray Calacatta premium quartz countertop.

Large shower area with floor and walls cladded in marble mosaics.

Clear 7' glass enclosure and S.S. black matte hardware.

Large white and gray porcelain flooring.

#### Basement bathroom.

White Calacatta premium quartz vanity top.

Floor-to-ceiling white porcelain in shower area and floor.

#### Children bathrooms.

White Calacatta premium quartz vanities top.

Floor-to-ceiling porcelain in shower area and floor.

#### Powder room.

White and black Calacatta premium quartz vanity top, with ceramic vessel sink and matte black faucet with dark blue vanity.

30x48 gray wall-to-wall designer porcelain flooring.

#### **EXTERIORS DESCRIPTION**

- Access pathway and landscaped planters cladded in brick and stone.
- Therma-Tru front entry door and back doors.
- Architecturally coordinated exterior colors; white, gray, black and navy blue shutters.
- Cement-fiber Hardie-plank siding combined with vertical Hardie-panel siding and moldings on front roof gables.
- Roofed front porch with flagstone stoop and steps, with contemporary lighting fixtures.
- Professionally designed landscaping with flagstone patio and fenced front and back yards.
- 16'x8' tall double steel insulated Clopay garage door, with glass panels, battery-backup opener, and WIFI security camera.
- Double-pane Andersen black exterior and white interior frames windows, with contemporary horizontal grills.

#### **TECHNICAL SPECS**

- Two electric panels with 400 AMP. electrical service.
- Carrier HVAC systems with 2 circuits and 14 sears low-consume AC units.
- Internet and cable TV wiring in office and owner's suite.
- Fire sprinkler system throughout.
- Lower level safety egress basement windows in all rooms.
   75-gallon Rheem high efficiency, natural gas power vent hot water heater.
- 2 Google Nest smart digital programmable thermostats.
- 25-year asphalt shingles (Moire black CertainTeed)
- Code-regulated fully insulated and sealed exterior enclosure for efficient energy consumption.

	A	В
1	WORKSHEET FOR PROPERTY TAX CALCULATIONS	
2	8620 Ridge	
3		
4		
5		
6	IMPORTANT NOTE TO USERS: Start entering numbers in the first shaded box below	, , , , , , , , , , , , , , , , , , ,
7	(the phase-in value). Enter numbers in shaded area only. The spreadsheet will do the ca	lculations.
8		
9	PIV = phase in value	
10	SDAT = State (Maryland) Department of Assessments and Taxation	
11		
12		
	Assume new owner buys home in FY2022.	
	How much would the bill be in FY2023 for taxes and non-tax charges?	
15	Assume FY22 tax rates, FY22 amounts for other charges, and no credits.	
16		
17	THE FY2023 BILL FOR TAXES AND NON-TAX CHARGES IS ESTIMATED AS FO	OLLOWS:
18	FY2023 phase-in value if available, otherwise use the FY2022 PIV, from SDAT	2,199,000
19	If you use the FY2022 PIV, you must update this calculation in January 2023, as so	on as SDAT
20	specifies the FY2023 PIV.	
21		
	FY2022 tax rates, from County tax bill:	
23	State property tax rate	0.112
	County property tax rate	0.992
25	Municipal tax rate, if any	
26	Total tax rate	1.104
27		
28	FY2023 total tax = PIV times Total tax rate divided by 100	24,266
	Plus non-tax charges if any, from FY2022 tax bill:	
	Solid waste	534
	Bay Restoration Fund	
	Water Quality Protection Fund	120
	WSSC Connection Fee	600
	WSSC Front Foot Benefit	
	Rockville Refuse Charge	
	Other - Rockville Storm Water Mgmt Fee	
	FY2023 estimated bill for taxes and non-tax charges	25,519
38		
	You must update this calculation every July 1, because the tax rates and PIV may of	change,
40	and probably will.	