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New Home Addendum

(For use with GCAAR Sales Contract and MR Residential Contract of Sale)

The Contract of Sale dated _____ Address 11013 Stillwater Avenue
Unit # _____, City Kensington, State MD Zip: 20895 between
Seller ERB Properties, LLC and
Buyer _____ is hereby
amended by the incorporation of this Addendum, which shall supersede any provisions to the contrary in this Contract.

WHEREAS, the said Contract form is used primarily for resale transactions; and
WHEREAS, the Property is to be constructed, currently under construction, or newly completed; and
WHEREAS, if Seller is in the business of building and/or selling new dwellings, Seller's business address is disclosed herein: 10135 Bacon Drive Betltsville, MD 20705.

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:** The following provisions are hereby deleted from the Contract: Paragraph 6 (Settlement); Paragraph 7 (Property Maintenance and Condition); Paragraph 8 (Access to Property); and Paragraph 12 (Wood-Destroying Insect Inspection).

2. **BUYER ACKNOWLEDGEMENT:** Buyer acknowledges that there are a number of legal issues/requirements a purchaser of newly constructed property should be aware of, including but not limited to: building/construction code, licensure requirements for builders and/or contractors, permitting processes and regulations, and applicable zoning restrictions and requirements. 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.

3. **UNSOLD UNIT AND PROMOTIONAL DISPLAYS:** In the event that Property is part of a new homes' subdivision and until such time as all of the dwelling units in subdivision are sold, Seller and/or Seller's representatives reserve the right to make use of unsold dwelling units, the common elements, street, and the main entrance of the subdivision 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 the 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 Sales Price unless otherwise expressly provided herein.

4. **DEPOSIT:** In the event Seller is holding the Deposit(s), Seller shall:

Washington, DC (only)

In accordance with DC Official Code §42-1904.09, deposit or hold the Deposit(s) in a separate interest-bearing account within a federally insured financial institution. Seller will also obtain and maintain a corporate surety bond or obtain and maintain an irrevocable letter of credit issued by a financial institution insured by the federal government.

Maryland (only)

In accordance with the provisions of Title 10 of the Real Property Article of the Annotated Code of Maryland:

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A. Deposit or hold the Deposit(s) in an escrow account segregated from all other Seller funds to assure the return of the Deposit to Buyer in the event Buyer becomes entitled to such return; or

B. Obtain and maintain a corporate surety bond in accordance with §10-302 and conditioned on the return of the Buyer's Deposit in the event Buyer becomes entitled to such return; or

C. Obtain and maintain an irrevocable letter of credit issued by a Maryland bank in accordance with §10-303.

5. **CONSTRUCTION AND SETTLEMENT:** Seller shall contract and/or install all improvements in conformance with the drawings, specifications, options, and plans subject to the options and/or changes selected and paid for by Buyer, which are attached hereto and incorporated herein (collectively, the "Project").

Seller ☐ shall begin **OR** ☐ began construction of Project on or about _____. Project shall be substantially completed on or about _____ and Seller shall promptly Deliver Notice to Buyer that Project is substantially completed. Project shall be construed to have been substantially completed on the Date Property has passed final governmental inspection, if required, a certificate of occupancy and/or final inspection certificate has been issued, if required, and the Property is fit for habitation and functional for ordinary dwelling use. "Completion Date" is the Date on which Seller Delivers Notice to Buyer that Project is substantially completed.

A. **Settlement:** Seller and Buyer will perform in accordance with the terms of this Contract ("Settlement") on a mutually agreed date no later than fifteen (15) Days after Completion Date ("Settlement Date"). Buyer selects _____ _____ ("Settlement Agent") to conduct the Settlement. Buyer agrees to contact the Settlement Agent within 10 Days after the Date of Ratification to place a title order.

B. Buyer acknowledges that delays caused by events beyond Seller's control such as work stoppages, weather, unavailability of labor and materials, Force Majeure, delays of municipal approvals and permits, and other unanticipated events are not included in calculating above time estimates. Such delays do not constitute Seller Default and Seller shall not be liable to Buyer for any damages whatsoever by reason of such delays.

C. If 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, Seller shall still have the right to Deliver Notice of Completion Date. Seller agrees that such uncompleted items shall be completed in the reasonable course of business as weather conditions permit. Buyer agrees to cooperate and shall give Seller and Seller's agents and contractors' adequate access to 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.

D. Notwithstanding the foregoing, if for any reason the Project is not substantially completed within 365 Days from the Date of Ratification, the Buyer in Buyer's sole discretion, may Deliver Notice at any time thereafter that Contract is Void. If Seller, in Seller's sole discretion, determines Project cannot be substantially completed within 365 Days from the Date of Ratification, due to matters beyond Seller's control as described in this paragraph, Seller shall have the right to declare this Contract null and void.

6. **SELLER RIGHT TO MAKE CHANGES:** Seller reserves the right to make such changes or substitutions in construction, materials and equipment, and to revise any plans, as Seller deems 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 in substantial conformance with the Project. Seller shall obtain Buyer's written approval for substitution of design finishes or materials (such as hardware, countertops, flooring, doors, specialized siding, and all windows) which are substantially similar in quality, duration, warranty, and appearance to any unavailable design finishes or materials specified in the plans for the Project, which approval shall not be unreasonably withheld, conditioned, or delayed by Buyer.

The location of driveways, walkways and patios, grading, planting and landscaping, including the disposition of existing trees and the control of waterflow, the inclusion or exclusion of retaining walls, septic fields, 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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7. **STANDARD SELECTIONS AND OPTION EXTRAS:** Buyer may select options and/or upgrades for the Project, provided, however, that:

   A. Option selections and allowances must be submitted in writing and delivered within _____ Days from the Date Seller provides Notice to Buyer to select said options. Seller shall give Buyer Notice of costs of Buyer's selected options/upgrades as soon as practicable. Buyer shall have 5 Business Days after receipt of cost information to advise Seller in writing as to options desired. Buyer and Seller shall negotiate a mutually acceptable written addendum detailing the choice and cost of the options/upgrades ("Options Addendum"). Seller and Buyer may mutually agree to extend any timeframe needed to ratify the Options Addendum, however in the event Buyer does not make selections within the required timeframe, Seller reserves the right to complete Project using Seller's standard selections.

   B. Buyer shall Deliver to Escrow Agent ☐ $_____ **OR** ☑ One Hundred percent (100%) of the cost of any agreed upon options/upgrades by certified funds within 3 Business Days of Ratification of any Options Addendum. This payment and any future payments for options ("Options Payments") are nonrefundable. The balance of such costs shall be due and payable at Settlement. The Escrow Agent shall be authorized, when requested to do so in writing by Seller, to release any Options Payments to Seller. The parties may mutually agree to increase Sales Price to incorporate the actual cost of any Options Addendum. In such case, the monies advanced to Seller prior to Settlement shall be credited to Buyer at Settlement.

   C. Buyer is not permitted to select any standard option if Project 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 Project, unless approved by Seller in writing and a nonrefundable change order fee of $20% is paid by Buyer to Seller.

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

Washington, DC (only)

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

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

Montgomery County, Maryland (only)

Montgomery County law requires new home builders or sellers to inform Buyer in writing whether any bond, insurance, or other financial security is responsible for or guarantees builder's performance under required warranty described herein and to provide proof of any such bond, insurance, or security to Buyer upon request.

A. **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 builder promises any other bond, insurance, or security to guarantee the performance of its warranty obligations, that bond insurance or security must be listed here:

BUYER ACKNOWLEDGES THAT BUYER HAS READ AND UNDERSTANDS THE IMMEDIATELY PRECEDING NOTICE.

BUYER	Date	BUYER	Date

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B. **Required Warranty:** 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.

C. **Exempt Localities**: The following localities have opted out of the Section 31C 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, and 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.

Choose One of the Following as Applicable for Exempt Localities:

☑ 1) Builder participates in a New Home Warranty Security Plan and will provide Buyer with a New Home Warranty which meets the requirements of Maryland law (GCAAR Form #1603 is attached hereto and made a part hereof).

☐ 2) Builder participates in a New Home Warranty Security Plan and will NOT provide Buyer with a New Home Warranty but has offered to the Buyer, at the Buyer's option and expense, the opportunity to obtain a New Home Warranty (GCAAR Form #1603A is attached hereto and made a part hereof).

☐ 3) Builder does NOT participate in a New Home Warranty Security Plan. (GCAAR Form #1604 is attached hereto and made a part hereof).

9. **ACCESS TO PROPERTY:** 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 PROPERTY DURING CONSTRUCTION NOR MAY BUYER STORE ANY PERSONAL PROPERTY IN OR ABOUT PROPERTY PRIOR TO SETTLEMENT DATE without the express written authorization of Seller and/or as provided for in the INSPECTIONS paragraph of this Addendum. Should Buyer enter Property at any time prior to Settlement Date, Buyer acknowledges that Buyer is doing so at Buyer's own risk and agrees to indemnify and hold Seller harmless from and against any and all claims for damage(s) to Buyer's person or property and to the person or property of Buyer's guests or invitees. Seller will provide Broker, inspectors representing Buyer, and representatives of lending institutions for appraisal purposes reasonable access to Property to comply with Contract.

10. **INSPECTIONS:** Montgomery County law guarantees Buyer the right to inspect Property not less than 24 hours, nor more than 72 hours before Settlement, unless the parties agree otherwise.

A. **Progress Inspections:** After each benchmark, defined below, Buyer and/or Buyer's representative shall have the right to conduct progress inspections of the Property. Seller shall Deliver Notice to Buyer of each benchmark no less than 5 Days in advance of completion of said benchmark. **(CHECK ALL THAT APPLY)**:

☐ After foundation cure and waterproofing but prior to backfilling.
☐ After rough-ins for electrical and plumbing and prior to close-in.
☐ Pre-Completion Date Walk-through Inspection
☐ Other:

Within 2 Days of progress inspection, Buyer shall Deliver Notice to Seller of any discrepancy with the plans for the Project. Seller shall provide Buyer with written assurance that discrepancy has been cured prior to Completion Date.

B. **Final Inspection:** Buyer and/or Buyer's representative shall have the right to make a final inspection within 3 Days prior to Settlement. Seller and/or Seller's authorized representative (collectively "Seller") may attend final inspection. Buyer and Seller shall make a written list of items not yet completed or not in compliance with construction standards per the quality and level of workmanship as is generally acceptable in the Washington DC Metropolitan area (the "Punchlist"). Seller shall execute the Punchlist, which shall serve as Buyer's assurance that Seller will complete all noted items as soon as may be reasonably practicable before Settlement.

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In the event that any such items are not completed prior to Settlement, Seller agrees to complete all remaining items on Punchlist in a reasonable timeframe following Settlement and as promptly as weather and workload permit and Buyer agrees to provide Seller access to Property to enable this work. Seller shall not be required to escrow any funds at the time of Settlement for Punchlist items. The provisions of this Paragraph shall survive Settlement.

11. **PROPERTY TAX CREDITS:** Real property tax credits may be available to Buyer for the cost of installing certain features in the Property. Such tax credits may include, but are not limited to, installation of energy-efficient options and/or accessibility features. Buyer is advised to research local codes for potential credits on improvements.

Montgomery County, Maryland (only)

Montgomery County Code § 52-106 – 107 defines the types of improvements for which tax credits are available to the Buyer for the cost of installing accessibility features and standards. These improvements may include, but are not limited to ramps, wider doorway openings, grab bars, and maneuvering space. The following improvements are available:

Type of Improvement	General Cost Estimate

12. **ORAL STATEMENTS OR PROMISES:** 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 Broker/Licensee, 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. **ATTACHMENTS:** The following are attached hereto and are made a part of this Contract:

- ☐ New Home Warranty Disclosures and Warranty (as provided in Paragraph 8)
- ☐ Site Plan
- ☐ Floor Plan
- ☐ Standard Features
- ☐ Schedule A – Specifications
- ☐ Schedule B – Options Addendum
- ☐ Other _____
- ☐ Other _____

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Seller	Date	Buyer	Date
Seller	Date	Buyer	Date

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New Home Warranty Disclosure Addendum for Maryland

(Required for use with Form #1602 when a builder participates in a new home warranty security plan and will provide Buyer with a new home warranty)

The Contract of Sale dated _____ Address 11013 Stillwater Avenue
Unit # _____, City Kensington, State MD Zip: 20895 between
Seller ERB Properties, LLC and
Buyer _____ is hereby
amended by the incorporation of this Addendum, which shall supersede any provisions to the contrary in this Contract.

Builder DOES PARTICIPATE in a new home warranty security plan. Maryland law requires a builder who participates in a new home warranty security plan to make the following disclosure as part of the Contract of Sale:

Your new home will be covered by a new home warranty that meets the minimum requirements established under Title 10, Subtitle 6 of the Real Property Article of the Annotated Code of Maryland. Before you sign this Contract, your builder is required to give you a copy of the warranty coverage you will receive.

The name of the new home warranty security plan in which your builder is currently a participant is:

2-10 Homebuyers Warranty

You are strongly encouraged to call the new home warranty security plan at 855-429-2109 to verify (i) that your builder is in good standing with this company, and (ii) that your new home will be covered by a warranty from this company.

If the builder is not a participant in good standing with this company on the date of this contract, or if the new home has not been registered in the plan on or before the warranty date, then it is a material breach of the contract and you are entitled to whatever remedies are provided by law, including, but not limited to, rescission or cancellation of this contract and, except in the case of a construction contract for a new home built on your own property, a refund of any money paid to the builder for your new home.

On the day that you first occupy the new home, settle on the new home, make the final payment to the builder on your new home, or obtain an occupancy permit for a new home if the new home is built on your own property, whichever is earlier, you will be provided with evidence that a new home warranty exists for your new home and that coverage begins on that date. You will be provided with a signed new home warranty within 60 days from the date the coverage begins.

The terms used in this notice shall have the same meanings as provided in Title 10, Subtitle 6 of the Real Property Article of the Annotated Code of Maryland.

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Maryland law further requires the builder to make the following disclosure. Builder will provide Buyer with a New Home Warranty which meets the requirements of Maryland law.

The Plan provides the following minimum warranty coverage beginning on the warranty date:

- ONE YEAR free from any defects in materials and workmanship.
- TWO YEARS free from any defect in the electrical, plumbing, heating, cooling, and ventilating systems, except that the following appliances, fixtures, and items of equipment are only covered for the length and scope of the warranty offered by the manufacturer:

- FIVE YEARS free from any structural defects.

Items excluded under the Plan are:

1. Damage to real property that is not part of the home covered by the warranty or that is not included in the purchase price of the home;
2. Bodily injury or damage to personal property;
3. Any defect in materials supplied or work performed by anyone other than the builder or the builder's employees, agents, or subcontractors;
4. Any damage that the owner has not taken timely action to minimize or for which the owner has failed to provide timely notice to the builder;
5. Normal wear and tear or normal deterioration;
6. Insect damage, except where the builder has failed to use proper materials or construction methods designed to prevent insect infestation;
7. Any loss or damage that arises while the home is being used primarily for nonresidential purposes;
8. Any damage to the extent it is caused or made worse by negligence, improper maintenance or improper operations by anyone other than the builder or its employees, agents, or subcontractors;
9. Any damage to the extent it is caused or made worse by changes of the grading of the ground by anyone other than the builder, its employees, agents, or subcontractors; and
10. Any loss or damage caused by acts of God.

By signing this Addendum, the Buyer acknowledges that the Buyer has read and understood the above disclosure.

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Seller	Date	Buyer	Date
Seller	Date	Buyer	Date

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Inclusions/Exclusions Disclosure and/or Addendum

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

PROPERTY ADDRESS: 11013 Stillwater Avenue, Kensington, MD 20895

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; 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 shall be noted in the blank.

KITCHEN APPLIANCES
- ☑ ___ Stove/Range
- ☐ ___ Cooktop
- ☐ ___ Wall Oven
- ☒ ___ Microwave
- ☑ ___ Refrigerator
- ☐ ___ w/ Ice Maker
- ☑ ___ Wine Refrigerator
- ☑ ___ Dishwasher
- ☑ ___ Disposer
- ☐ ___ Separate Ice Maker
- ☐ ___ Separate Freezer
- ☐ ___ Trash Compactor

LAUNDRY
- ☑ ___ Washer
- ☑ ___ Dryer

ELECTRONICS
- ☐ ___ Security Cameras
- ☐ ___ Alarm System
- ☐ ___ Intercom
- ☐ ___ Satellite Dishes
- ☑ ___ Video Doorbell

LIVING AREAS
- ☐ ___ Fireplace Screen/Doors
- ☑ ___ Gas Logs
- ☐ ___ Ceiling Fans
- ☐ ___ Window Fans
- ☐ ___ Window Treatments

WATER/HVAC
- ☐ ___ Water Softener/Conditioner
- ☐ ___ Electronic Air Filter
- ☐ ___ Furnace Humidifier
- ☐ ___ Window AC Units

RECREATION
- ☐ ___ Hot Tub/Spa, Equipment & Cover
- ☐ ___ Pool Equipment & Cover
- ☐ ___ Sauna
- ☐ ___ Playground Equipment

OTHER
- ☐ ___ Storage Shed
- ☑ ___ Garage Door Opener
- ☑ ___ Garage Door Remote/Fob
- ☐ ___ Back-up Generator
- ☐ ___ Radon Remediation System
- ☐ ___ Solar Panels *(must include Solar Panel Seller Disclosure/Resale Addendum)*
- ☐ _____
- ☐ _____

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: _____

CERTIFICATION: Seller certifies that Seller has completed this checklist disclosing what conveys with the Property.

Seller	Date	Seller	Date
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ACKNOWLEDGEMENT AND INCORPORATION INTO CONTRACT: *(Completed only after presentation to the Buyer)*
The Contract of Sale dated _____ between Seller _____ and Buyer _____ for the Property referenced above is hereby amended by the incorporation of this Addendum.

Seller *(sign only after Buyer)*	Date	Buyer	Date
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)

The Contract of Sale dated _____, Address 11013 Stillwater Avenue
City Kensington, State MD Zip 20895 between
Seller ERB Properties, LLC and
Buyer _____ is hereby
amended by the incorporation of this Addendum, which shall supersede any provisions to the contrary in this Contract.

Notice to Seller and Buyer: 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. The information contained herein is the representation of the Seller. The content in this form is not all-inclusive, and 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. 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. Further information may be obtained by contacting staff and web sites of appropriate authorities:

- Montgomery County Government, 101 Monroe Street, Rockville, MD, 20850.
  Main Telephone Number: 311 or 240-777-0311 (TTY 240-251-4850). Web site: www.MC311.com
- Maryland-National Capital Area Park and Planning Commission (M-NCPPC),
  2425 Reedie Drive, 14th Floor, Wheaton, MD 20902. Main number: 301-495-4600. Web site:
  https://montgomeryplanningboard.org
- City of Rockville, City Hall, 111 Maryland Ave, Rockville, MD 20850.
  Main telephone number: 240-314-5000. Web site: www.rockvillemd.gov
- State Department of Assessments & Taxation (SDAT), 301 W Preston Street, Baltimore, MD, 21201
  Main Telephone Number: 410-767-1184. Website: sdat.dat.maryland.gov

1. **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: New Construction.

2. **SMOKE DETECTORS: Maryland law requires that ALL smoke alarms be less than 10 years from date of manufacture. Also, BATTERY-ONLY operated smoke alarms must be sealed units incorporating a silence/hush button and long-life batteries.** Pursuant to Montgomery County Code, the Seller is required to have working smoke alarms. Requirements for the location of the alarms vary according to the year the Property was constructed. For a matrix of the requirements see: www.montgomerycountymd.gov/mcfrs-info/resources/files/laws/smokealarmmatrix_2013.pdf. 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.

3. **CARBON MONOXIDE DETECTORS: Montgomery County requires the owner of each occupied, single-unit, two-unit, and townhouse dwelling unit containing a fuel burning appliance or attached garage to have carbon monoxide detection and warning equipment.** Carbon monoxide alarms or detectors must be installed:

   1) outside of each separate dwelling unit sleeping area and in the immediate vicinity of the bedrooms; and
   2) on every occupiable level of a dwelling unit, including basements;

   and also must:

   1) be located on the wall, ceiling or other location as specified in the manufacturer's published instructions that accompany the unit; and
   2) be installed and maintained under NFPA 720.

   The specific Montgomery County Code section containing detailed information as to requirements, type, locations and exceptions can be found here: https://codelibrary.amlegal.com/codes/montgomerycounty/latest/montgomeryco_md/0-0-0-134832#JD_26-8A

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4. **MODERATELY-PRICED DWELLING UNIT:** Is the Property part of the Moderately-Priced Dwelling Unit Program in Montgomery County, the City of Rockville, or the City of Gaithersburg? ☐ **Yes** ☑ **No**. If yes, Seller shall 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.

5. **RADON DISCLOSURE:** A radon test must be performed on or before the Settlement Date of a "Single Family Home" in accordance with Montgomery County Code Section 40-13C (see https://www.montgomerycountymd.gov/green/air/radon.html for details) **A Single Family Home means a single family detached or attached residential building. Single Family home does not include a residential unit that is part of a condominium regime or a cooperative housing corporation.** The Seller of a Single Family Home (unless otherwise exempt below) is required to provide the Buyer, on or before Settlement Date, a copy of radon test results performed less than one year before Settlement Date, or to permit the Buyer to perform a radon test, but regardless, a radon test MUST be performed and both Seller and Buyer MUST receive a copy of the radon test results. **If Buyer elects not to or fails to perform a radon test, the Seller is mandated to perform the test and provide the results to the Buyer on or before Settlement Date.**

   Is Seller exempt from the Radon Test disclosure? ☐ **Yes** ☑ **No**. If yes, reason for exemption: _____.

   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, or Town of Poolesville.

   If not exempt above, a copy of the radon test result is attached ☐ **Yes** ☑ **No**. 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.

6. **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 http://permittingservices.montgomerycountymd.gov/DPS/general/Home.aspx. For well and/or septic field locations, visit http://permittingservices.montgomerycountymd.gov/DPS/online/eInformationRequest.aspx, 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. Categories:** To confirm service area category, contact the **Montgomery County Department of Environmental Protection ("DEP") Watershed Management Division** or visit waterworks@montgomerycountymd.gov.

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)** _____

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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**

7. CITY OF TAKOMA PARK: If this Property is located in Takoma Park, the Takoma Park Sales Disclosure must be attached. **See GCAAR Takoma Park Sales Disclosure - Notice of Tree Preservation Requirements and Rental Housing Laws.**

8. HOMEOWNER'S, CONDOMINIUM OR COOPERATIVE ASSOCIATION ASSESSMENTS: The Property is located in a ☐ **Homeowners Association** with mandatory fees (HOA) (refer to **GCAAR HOA Seller Disclosure / Resale Addendum for MD**, attached), and/or ☐ **Condominium Association** (refer to **GCAAR Condominium Seller Disclosure / Resale Addendum for MD**, attached) and/or ☐ **Cooperative** (refer to **GCAAR Co-operative Seller Disclosure / Resale Addendum for MD & DC**, attached) and/or ☐ Other (ie: Homeowners Association/Civic Association WITHOUT dues):

_____

9. UNDERGROUND STORAGE TANK: For information regarding Underground Storage Tanks and the procedures for their removal or abandonment, contact the Maryland Department of the Environment or visit 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: _____

10. DEFERRED WATER AND SEWER ASSESSMENT:

A. Washington Suburban Sanitary Commission (WSSC) or Local Jurisdiction:
Are there any potential Front Foot Benefit Charges (FFBC) or deferred water and sewer charges for which the Buyer may become liable which do not appear on the attached property tax bills?
☒ **Yes** ☐ **No**
If yes, **EITHER** ☑ the Buyer agrees to assume the future obligations and pay future annual assessments in the amount of $ Approx $984/yr , **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.

B. Private Utility Company:
Are there any deferred water and sewer charges paid to a Private Utility Company which do NOT appear on the attached property tax bills? ☐ **Yes** ☑ **No**. If yes, complete the following:

EFFECTIVE OCTOBER 1, 2016: NOTICE REQUIRED BY MARYLAND LAW REGARDING DEFERRED WATER AND SEWER CHARGES

This Property is subject to a fee or assessment that purports to cover or defray the cost of installing or maintaining during construction all or part of the public water or wastewater facilities constructed by the developer. This fee or assessment is $ _____ payable annually in _____ (month) until _____ (date) to _____ (name and address) (hereafter called "lienholder"). There may be a right of prepayment or a discount for early prepayment, which may be ascertained by contacting the lienholder. This fee or assessment is a contractual obligation between the lienholder and each owner of this Property, and is not in any way a fee or assessment imposed by the county in which the Property is located.

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If a Seller subject to this disclosure fails to comply with the provisions of this section:

(1) Prior to Settlement, the Buyer shall have the right to rescind the Contract and to receive a full refund of all deposits paid on account of the Contract, but the right of rescission shall terminate 5 days after the Seller provides the Buyer with the notice in compliance with this section.

(2) Following Settlement, the Seller shall be liable to the Buyer for the full amount of any open lien or assessment.

11. **SPECIAL PROTECTION AREAS (SPA):**
Refer to montgomeryplanning.org/planning/environment/water-and-wetlands/special-protection-areas/ or montgomerycountymd.gov/water/streams/spa.html 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," visit https://mcatlas.org/viewer/ and type in the address in the upper left corner of the screen. Then select Special Protection Areas from the menu along the left side of the screen to turn on that GIS layer. This will show you if the property is within a Special Protection Area.

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**

12. **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 https://www.montgomerycountymd.gov/finance/taxes/faqs.html and select "FAQ". Additional information relating to taxes and the assessment and appeal process can be located at https://dat.maryland.gov/realproperty/Pages/Assessment-Appeal-Process.aspx - this provides tax information from the State of Maryland.

A. Current Tax Bill: 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 **https://apps.montgomerycountymd.gov/realpropertytax/.**

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 **www.montgomerycountymd.gov/estimatedtax.**

_____/_____ **Buyer acknowledges receipt of both tax disclosures.**
Buyer's Initials

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13. 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 https://www2.montgomerycountymd.gov/estimatedtax/FAQ.aspx#3607. Seller shall choose one of the following:

☐ **The Property is located in an EXISTING Development District:** 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. As of the date of execution of this disclosure, the special assessment or special tax on this Property is $_____ each year. A map reflecting Existing Development Districts can be obtained at https://www2.montgomerycountymd.gov/estimatedtax/map/Existing_DevDistricts.pdf/.

OR

☐ **The Property is located in a PROPOSED Development District:** 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. The estimated maximum special assessment or special tax is $_____ each year. A map reflecting Proposed Development Districts can be obtained at https://www2.montgomerycountymd.gov/estimatedtax/map/dev_districts.pdf.

OR

☑ **The Property is not located in an existing or proposed Development District.**

14. RECORDED SUBDIVISION PLAT:
Plats are available at the MNCPPC or at the Judicial Center, Room 2120, 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.shtm or at www.plats.net. **Seller shall be subject to penalties per Montgomery Code Section 40-1, et seq. for failure to provide recorded subdivision plat, if one exists.** Buyers shall check **either A, B or C** below. If **B** is selected, **one** of the options under **B**, shall also be checked:

_____/_____
Buyer's Initials

☑ 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

☐ B. **Improved Lot/Recorded Subdivision Plat:** If the Property is not an unimproved lot or a newly constructed house and a subdivision plat has been recorded, 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. **NOTE: This is for resale properties only.**

☐ **1. Buyer hereby acknowledges receipt of a copy of the recorded subdivision plat.**

- OR-

☐ **2. 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.**

OR

☐ **C. Parcels With No Recorded Subdivision Plat:** For improved and unimproved resale properties only (i.e. properties that are not newly constructed), Buyer acknowledges that there is no recorded subdivision plat. **This Paragraph shall not be checked if a recorded subdivision plat exists for the improved resale lot.**

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15. TAX BENEFIT PROGRAMS:
The Property may 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 Buyer **OR** the Seller.

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 the Buyer **OR** the Seller. Confirm if applicable to this Property at https://sdat.dat.maryland.gov/RealProperty/Pages/default.aspx.

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

16. AGRICULTURAL RESERVE DISCLOSURE NOTICE:
This Property ☐ **is** ☑ **is not subject to the Agricultural RESERVE Disclosure Notice requirements.** These disclosure requirements 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).

17. NOTICE CONCERNING CONSERVATION EASEMENTS:
This Property ☐ **is** ☑ **is not** subject to a Conservation Easement**. If applicable, GCAAR Conservation Easements Addendum is hereby provided**. See https://mcatlas.org/FCE/ for easement locator map.

18. GROUND RENT:
This Property ☐ **is** ☑ **is not** subject to Ground Rent. **See Property Subject to Ground Rent Addendum.**

19. 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. 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.

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**

20. 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

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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).

21. **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 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: http://www.faa.gov/airports/airport_safety/airportdata_5010.



MONTGOMERY COUNTY

1. **Walter Reed National Medical Center Heliport,** 8901 Rockville Pike, Bethesda, MD 20889
2. **Davis Airport**, 7200 Hawkins Creamery Road, Laytonsville, MD 20879
3. **Dow Jones & Company, Inc.**, 11501 Columbia Pike, Silver Spring, MD 20904
4. **Federal Support Center Heliport**, 5321 Riggs Road, Gaithersburg, MD 20882
5. **Flying M Farms**, 24701 Old Hundred Road, Comus, MD 20842
6. **IBM Corporation Heliport**, 18100 Frederick Avenue, Gaithersburg, MD 20879
7. **Maryland State Police Heliport**, 7915 Montrose Road, Rockville, MD 20854
8. **Montgomery County Airpark**, 7940 Airpark Road, Gaithersburg, MD 20879
9. **Shady Grove Adventist Hospital**, 9901 Medical Center Drive, Rockville, MD 20850

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10. **Suburban Hospital**, 8600 Old Georgetown Road, Bethesda, MD 20814
11. **Washington Adventist Hospital**, 7600 Carroll Avenue, Takoma Park, MD 20912
12. **Holy Cross Hospital**, 1500 Forest Glen Road, Silver Spring, MD, 20910
13. **Holy Cross Germantown**, 19801 Observation Drive, Germantown, MD 20876

PRINCE GEORGE'S COUNTY

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

FREDERICK COUNTY

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

CARROLL COUNTY

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

DISTRICT OF COLUMBIA

21. **Bolling Air Force Base**, 238 Brookley Avenue, SW, 20032
22. **Children's National Medical Center**, 111 Michigan Avenue, NW, 20010
23. **Washington Hospital Center**, 110 Irving Street, NW, 20010
24. **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
28. **National Presbyterian Church**, 4101 Nebraska Avenue, NW, 20016
29. **Sibley Memorial Hospital**, 5255 Loughboro Road, NW, 20016
30. **Police Harbor Patrol Branch**, Water St, SW, 20024
31. **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

22. ENERGY EFFICIENCY DISCLOSURE NOTICE: 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. **Information Disclosure:** Information about home energy efficiency improvements, including the benefit of conducting a home energy audit. Buyers should visit the following websites for this information: https://www.montgomerycountymd.gov/green/Resources/Files/energy/Home-Sales-Disclosure.pdf

B. **Usage History: Has the home been owner-occupied for the immediate prior 12 months?** ☐ **Yes** ☒ **No**
If the 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 **OR** 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.

23. SCHOOL BOUNDARY NOTICE: The Montgomery County Board of Education periodically reviews and amends school boundaries for each school within the Montgomery County Public Schools (MCPS) system. School boundaries designated for this Property are subject to change and Buyer is advised to verify current school assignments with MCPS.

_____/_____
Buyer's Initials

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.

Eder Barbosa dotloop verified 05/15/25 1:28 PM EDT NK27-J2IO-R5YH-WCOI			
Seller	Date	Buyer	Date
Seller	Date	Buyer	Date

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STATE OF MARYLAND REAL ESTATE COMMISSION

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 seller.

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 a brokerage relationship with the seller, and assists a prospective buyer in the acquisition of real estate for sale in a non-brokerage relationship 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 brokerage 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.

dotloop signature verification: dtlp.us/Ix2N-0Pkt-IRF6

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 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) 230-6230.

We, the ☑ Sellers/Landlord ☐ Buyers/Tenants acknowledge receipt of a copy of this disclosure

and that RLAH RE LLC (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
☐ subagent of the Seller
☐ buyer's /tenant's agent

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Signature (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 Name of Individual to whom disclosure made

Agent's Signature (Date)

Rev. 10/1/2019

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

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

Your Choices Concerning Dual Agency

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

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

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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

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

☑ **Seller** in the sale of the property at:

11013 Stillwater Avenue, Kensington, MD 20895

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

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Signature	Date	Signature	Date

AFFIRMATION OF PRIOR CONSENT TO DUAL AGENCY

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

11013 Stillwater Avenue, Kensington, MD 20895
Property Address

Signature	Date	Signature	Date

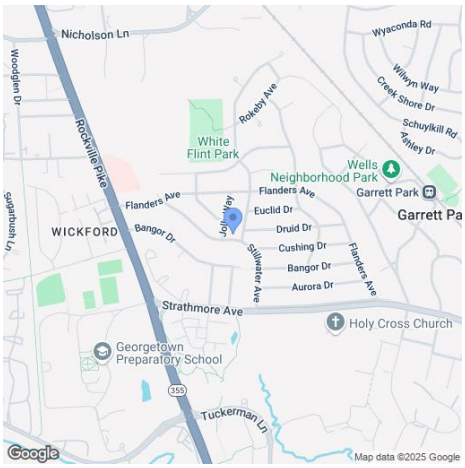
- The undersigned **Seller(s)** hereby affirm(s) consent to dual agency for the Buyer(s) identified below:

Name(s) of Buyer(s)

Signature	Date	Signature	Date

Client 360

11013 Stillwater Ave, Kensington, MD 20895-1145 | **Unincorporated** | **Tax ID 160400063132**





Summary Information

Owner:	Erb Properties Llc	Property Class:	Residential
Owner Address:	10135 Bacon Dr	Annual Tax:	$7,338
Owner City State:	Beltsville Md	Record Date:	03/03/25
Owner Zip+4:	20705	Sale Amount:	$721,000
		Book:	68918
		Page:	153
		Tax Record Updated:	06/20/25

Geographic Information

County:	Montgomery, MD	Lot:	12
Municipality:	Unincorporated	Qual Code:	Average
High Sch Dist:	Montgomery County Public Schools	Sub District:	0
Tax ID:	160400063132	Legal Subdivision:	GARRETT PARK ESTATES
Tax Map:	HQ21		
Tax ID Alt:	0400063132		
Block:	N		
Tax Act Num:	00063132		
City Council Dist:	04		

Assessment & Tax Information

Tax Year:	2025	Annual Tax (Est):	$7,338	Taxable Total Asmt:	$600,900
County Tax (Est):	$6,607	Taxable Land Asmt:	$365,700	Special Tax:	$137
Asmt As Of:	2025	Taxable Bldg Asmt:	$262,200	Refuse Fee:	$478
		State/County Tax:	$6,607		
				Class Code:	38

Lot Characteristics

SQFT:	6,124	Zoning:	R60
Acres:	0.1410	Zoning Desc:	Residential, One-Family

Building Characteristics

Total SQFT:	2,336	Full Baths:	1	Basement Type:	Yes (Type Unknown)
Residential Type:	Standard Unit	Total Baths:	1.0		
Residential Design:	1 Story	Exterior:	Brick	Sewer:	Public
Stories:	1.00	Stories Desc:	1	Year Built:	1955
Total Units:	1	Basement Desc:	Finished	Total Below Grade SQFT:	1,120
Abv Grd Fin SQFT:	1,216	Roof:	Shingle - Composite		
Below Grade Fin SQFT:	565	Fireplace:	Yes		
Below Grade Unfin SQFT:	555	Fireplace Type:	1 Story Frame		
		Heat Delivery:	Hot/Warm Air		
Model:	Standard Unit	Property Class Code:	R		
Fireplace Total:	1				
Cooling:	Combined System				
Bldg Condition:	Average				
Sec 1 Construction:		Sec 1 Area:	96	Sec 1 Story Type:	1
Sec 1 Description:	1 Story No Basement	Sec 1 Dimensions:		Sec 1 Type:	

Sec 2 Construction:		Sec 2 Area:	1120	Sec 2 Story Type:	1B
Sec 2 Description:	1 Story with Basement	Sec 2 Dimensions:		Sec 2 Type:	

Codes & Descriptions

Land Use:	R Residential		
County Legal Desc:	GARRETT PARK EST		
		Use Type:	1 Story With Basement

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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Search Criteria

Street Number is 11013

Street Name is like 'stillwater*'

Selected 1 of 1 result.

	A	B
1	WORKSHEET FOR PROPERTY TAX CALCULATIONS	
2	11013 Stillwater Avenue	
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 calculations.	
8		
9	PIV = phase in value	
10	SDAT = State (Maryland) Department of Assessments and Taxation	
11		
12		
13	Assume new owner buys home in FY2026.	
14	How much would the bill be in FY2026 for taxes and non-tax charges?	
15	Assume FY25 tax rates, FY25 amounts for other charges, and no credits.	
16		
17	THE FY2025 BILL FOR TAXES AND NON-TAX CHARGES IS ESTIMATED AS FOLLOWS:	
18	FY2026 phase-in value if available, otherwise use the FY2025 PIV, from SDAT	1,825,000
19	**If you use the FY2025 PIV, you must update this calculation in January 2026, as soon as SDAT**	
20	**specifies the FY2026 PIV.**	
21		
22	FY2025 tax rates, from County tax bill:	
23	State property tax rate	0.112
24	County property tax rate	1.039
25	Municipal tax rate, if any	
26	Total tax rate	1.151
27		
28	FY2026 total tax = PIV times Total tax rate divided by 100	21,009
29	Plus non-tax charges if any, from FY2025 tax bill:	
30	Solid waste	671
31	Bay Restoration Fund	
32	Water Quality Protection Fund	147
33	WSSC Connection Fee	984
34	WSSC Front Foot Benefit	
35	Rockville Refuse Charge	
36	Other - Rockville Storm Water Mgmt Fee	
37	**FY2026 estimated bill for taxes and non-tax charges**	**22,811**
38		
39	**You must update this calculation every July 1, because the tax rates and PIV may change,**	
40	**and probably will.**	

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Montgomery County

District: 04 **Account Number: 00063132**

New Search (https://sdat.dat.maryland.gov/RealProperty)



The information shown on this map has been compiled from deed descriptions and plats and is not a property survey. The map should not be used for legal descriptions. Users noting errors are urged to notify the Maryland Department of Planning Mapping, 301 W. Preston Street, Baltimore MD 21201.

If a plat for a property is needed, contact the local Land Records office where the property is located. Plats are also available online through the Maryland State Archives at **www.plats.net (http://www.plats.net)**.

Property maps provided courtesy of the Maryland Department of Planning.

For more information on electronic mapping applications, visit the Maryland Department of Planning web site at **http://planning.maryland.gov/Pages/OurProducts/OurProducts.aspx (http://planning.maryland.gov/Pages/OurProducts/OurProducts.aspx)**.

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NATIONAL
New Home Warranty Program

Initial EB

2-10 HOME BUYERS WARRANTY®

QUALITY BUILT by Your Builder.
BACKED by the Industry-Leading Warranty.



Workmanship



Distribution Systems



Structural