



Government Regulations, Easements and Assessments Disclosure and Addendum (REA)
 (Required for all Listing Agreements and Sales Contracts in Montgomery County)

The Contract of Sale dated _____, Address 1611 Cedar View Court,
 City Silver Spring, State MD Zip 20910 between
 Seller Han Jan, J P C Jan and
 Buyer _____ is
 hereby amended by the incorporation of this Addendum, which shall supersede any provisions to the contrary in the Contract.

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

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

General Information:

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

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

1. AVAILABILITY OF WATER AND SEWER SERVICE:

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



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1/2009 (Edited 1/26/09)

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

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

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

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

E. Well and Individual Sewage System: When a Buyer of real property that is located in a subdivision on which an individual sewage disposal system has been or will be installed receives the copy of the recorded subdivision plat, the Buyer must confirm in writing by signing said Plat that the Buyer has received and reviewed the Plat, including any restrictions on the location of initial and reserve wells, individual sewage disposal systems, and the buildings to be served by any individual sewage disposal system. By signing below, the Buyer acknowledges that, prior to signing the Contract, the Seller has provided the information referenced above, or has informed the Buyer that the Seller does not know the information referenced above; the Buyer further understands that, to stay informed of future changes in County and municipal water and sewer plans, the Buyer should consult the County Planning Board or any appropriate municipal planning or water and sewer agency.

 Buyer Date Buyer Date

2. DEFERRED WATER AND SEWER ASSESSMENT:

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

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

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

Buyer's acknowledgment _____ (initials)

3. HOMEOWNER'S ASSOCIATION, CONDOMINIUM ASSOCIATION OR COOPERATIVE ASSOCIATION ASSESSMENTS: The Property is located in a Homeowners Association with mandatory fees (HOA), or Condominium Association or Cooperative or Not Applicable. Check as appropriate.

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Name of Project/Subdivision: _____
 Management Company: _____ Telephone: _____
 Regular Periodic Fee: \$_____ per _____. Special Assessments: \$_____. Are there any assessments or fees approved yet not assessed? Yes No. If yes, amount \$_____ and explain reason for assessment:

4. SPECIAL PROTECTION AREAS (SPA):

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

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

A. Existing water resources, or other environmental features directly relating to those water resources, are of high quality or are unusually sensitive;

B. Proposed land uses would threaten the quality or preservation of those resources or features in the absence of special water quality protection measures which are closely coordinated with appropriate land use controls.

An SPA may be designated in:

(1) a land use plan;
 (2) the Comprehensive Water Supply and Sewer System Plan;
 (3) a watershed plan; or
 (4) a resolution adopted after at least fifteen (15) days' notice and a public hearing.

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

 Buyer

 Buyer

5. PROPERTY TAXES:

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

NOTICE OF SPECIAL TAX OR ASSESSMENT: IN ACCORDANCE WITH MONTGOMERY COUNTY CODE SECTION 14-17, THE SELLER(S) MUST ATTACH HERETO A COPY OF THE CURRENT REAL PROPERTY TAX BILL FOR THIS PROPERTY. A current copy of the tax bill for this property can be obtained at; www.montgomerycountymd.gov/apps/tax/index.asp. **IN ADDITION, SELLER(S) ARE REQUIRED TO PROVIDE POTENTIAL BUYER'S WITH THE ESTIMATED PROPERTY TAX AND NON-TAX CHARGES FOR THE FIRST FULL FISCAL YEAR OF OWNERSHIP.** Information relative to this estimate, including how it was calculated and its significance to Buyers can be obtained at www.montgomerycountymd.gov/estimatedtax. Buyer(s) hereby acknowledge receipt of **1) a copy of the current real property tax bill AND 2) the estimated property tax and non-tax charges in the Buyer's first full fiscal year of ownership, both as required by Montgomery County Code.** Buyer's acknowledgement of receipt of both tax disclosures _____ (initials)

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6. TAX BENEFIT PROGRAMS:

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

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

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

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

7. STORM WATERMANAGEMENT FEES – CITY OF TAKOMA PARK:

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

8. RECORDED SUBDIVISION PLAT:

Plats are available at the MNCPPC or at the Judicial Center, Room 218, 50 Maryland Avenue, Rockville, MD or at 240-777-9477. In order to obtain a plat you will be required to supply the Lot, Block, Section and Subdivision, as applicable, for the property. Plats are also available online at <http://www.mc-mncppc.org/info/getmaps.shtm> or at www.plats.net. Note: user id = **plato** and password = **plato#**.

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

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

Buyer hereby acknowledges receipt of a copy of the recorded subdivision plat. **Buyer's initials:** _____

OR

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

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

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

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

Seller represents and warrants to Buyer, broker(s), broker(s)' agents and subagents, intending that they rely upon such warranty and representation, that the property: (Seller to initial applicable line): _____ was constructed prior to 1978 OR _____ was not constructed prior to 1978 OR _____ the date of construction is uncertain. If the Property was constructed prior to 1978 or if the date of construction is uncertain, as indicated by Seller's initial above, Seller and Buyer mutually agree that the requirements of the Act shall apply to the sale of the Property. Seller and Buyer acknowledge that the real estate brokers and salespersons involved in the sale of the Property have no duty to ascertain or verify the date of construction and assume no such duty or responsibility. Seller and Buyer agree, represent and warrant, each unto the other, that no binding and enforceable contract shall be deemed to exist or to have been formed unless the requirements of the Act have been complied with prior to the execution of this Contract by Seller and Buyer. Seller and Buyer represent and warrant that each intended, as a material term of the offer and acceptance that the requirements of the Act be complied with as an express condition of the formation of a binding and enforceable contract by and between the parties. Buyer and Seller acknowledge by their respective initials below that they have read and understand the provisions of this Paragraph 9.

Seller's Initials

Buyer's Initials

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

11. SMOKE DETECTORS: Pursuant to Montgomery County Code, the Seller is required to have working smoke detectors on all levels with bedrooms. In addition, Maryland law requires the following disclosure: **This residential dwelling unit contains alternating current (AC) electric service. In the event of a power outage, an alternating current (AC) powered smoke detector will not provide an alarm. Therefore, the Buyer should obtain a dual-powered smoke detector or a battery-powered smoke detector.** Does this Property have either a dual-powered smoke detector or a battery-powered smoke detector? Yes No Unknown

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

12. HISTORIC PRESERVATION:

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

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

Buyer

Buyer

13. MARYLAND FOREST CONSERVATION LAWS:

A. Forest Conservation Law: The Buyer is notified that the cutting, clearing, and grading of more than 5,000 square feet of forest or any champion tree on the Property is subject to the requirements of the **Forest Conservation Law**. The Buyer is required to comply with the **Forest Conservation Law, Chapter 22A of the Montgomery County Code**. In order to assure compliance with the law, the Buyer is notified of the need to contact the **Countywide Environmental Planning Division** of the Maryland-National Capital Park and Planning Commission (**M-NCPPC**), whether it means obtaining a written exemption from the Forest Conservation Laws from **M-NCPPC** or obtaining approval of a Natural Resource Inventory/Forest Stand Delineation Plan, Forest Conservation Plan, or Tree Save Plan prior to cutting, clearing, and grading of more than 5,000 square feet of forest, obtaining a grading or sediment control permit, or developing the Property. Further, Seller represents and warrants that no activities have been undertaken on the Property in violation of the Forest Conservation Law and that if such activities have occurred in violation of the applicable law, that Seller has paid all of the penalties imposed and taken all of the corrective measures requested by **M-NCPPC**.

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

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

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

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

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

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

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

20. AIRPORTS AND HELIPORTS: The following list of airports and heliports includes those in Montgomery County and the surrounding area that may be within a five-mile radius of the Property. This list was compiled from data provided by the Washington Airports District Office of the Federal Aviation Administration and was current as of 4/1/07. Buyer should be aware of the fact that most properties in Montgomery County are within five (5) miles of an airport or heliport installation. Refer to the FAA website for a current list. www.gcr1.com/5010web/

Montgomery County

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

Prince George's County

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

Frederick County

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

Carroll County

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

District of Columbia

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

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Virginia

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

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

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

http://gcaarrocks.com/news_ektid5454.aspx

www.Energystar.gov/homeperformance

www.Lighterfootstep.com

www.Goinggreenathome.org

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

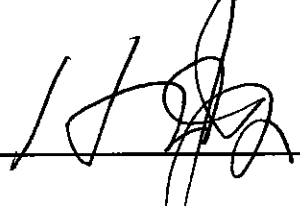
Has the home been owner-occupied for the immediate prior 12 months? Yes No **If No, the seller must provide buyer with the required information for that part of the prior 12 months, if any, that the seller occupied the single-family home.**

Sellers may use GCAAR Form #932 to disclose the utility costs and usage history.

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

Buyers acknowledgment _____ (initials)

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


09-08-09

 Seller Date Seller Date

The undersigned hereby acknowledges receipt of this form prior to signing a Contract.

 Buyer Date Buyer Date

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COMMISSION, FEE SHARING AND BONUS DISCLOSURE

Real Property located 1611 Cedar View Court

Silver Spring , MD 20910

Sales Associate CAROL Jennifer Levin

1. Commissions to Long and Foster Real Estate, Inc. are paid as negotiated in listing agreements, buyer representation agreements, other written agreements or through MLS.

2. Seller(s) and/or Buyers(s) acknowledge that they have been informed that Long and Foster Real Estate, Inc. has a Company policy that provides for the payment of a monetary bonus in addition to the Company commission schedule to Long and Foster Real Estate, Inc. sales associates for the sale of property listed with Long and Foster Real Estate, Inc..

3. Fee-sharing arrangements with other agents:

Company Sales Associate

Company Sales Associate

4. Seller-paid Bonuses. The Seller has agreed to pay a bonus to the selling company to be disbursed according to company policy.

CHECK ONLY IF THERE IS A SELLER PAID BONUS.

Date: _____

Buyer(s) _____

Date: 09-08-09

Seller(s) 



STATE OF MARYLAND
REAL ESTATE COMMISSION

Understanding Whom Real Estate Agents Represent

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

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, or landlords, and exclusively represents the sellers or landlords. That means that he or she may assist the buyer or tenant in purchasing or renting the property, but his or her duty of loyalty is only to the sellers or landlords. The seller pays the seller's agent's fee as specified in a written listing agreement.

Cooperating Agent: A cooperating agent works for a real estate company different from the company for which the seller's agent works. The cooperating agent can assist a buyer or tenant in purchasing or renting a property, but his or her duty of loyalty is only to the sellers or landlords. The cooperating agent's fee is paid by the sellers or landlords through the seller's agent's company.

Agents Who Represent the Buyer

Presumed Buyer's Agent (no written agreement): When a person goes to a real estate agent for assistance in finding a home to buy or rent, the agent is presumed to be representing the buyer and can show the buyer properties that are not listed by the agent's real estate company. A presumed buyer's agent may not make or prepare an offer or negotiate a sale for the buyer. The buyer does not have an obligation to pay anything to the presumed agent.

If for any reason the buyer does not want the agent to represent him or her as a presumed agent, either initially or at any time, the buyer can decline or terminate a presumed agency relationship simply by saying so.

Buyer's Agent (by written agreement): A buyer or tenant may enter into a written contract with a real estate agent which provides that the agent will represent the buyer or tenant in locating a property to buy or rent. The agent is then known as the buyer's agent. That agent assists the buyer in evaluating properties and preparing offers, and negotiates in the best interests of the buyer or tenant. The agent's fee is paid according to the written agreement between the agent and the buyer or tenant. If you as a buyer or tenant wish to have an agent represent you exclusively, 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 company, or broker, is called the "dual agent." Dual agents do not act exclusively in the interests of either the seller or buyer, or landlord or tenant, 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, or landlord and tenant agree to dual agency by signing a Consent For Dual Agency form, then the real estate company (the "dual agent") will assign one agent to represent the seller or landlord (the seller's "intra-company agent") and another agent to represent the buyer or tenant (the buyer's "intra-company agent"). Intra-company agents may provide the same services to their clients as exclusive seller's or buyer's agents, including advising their clients as to price and negotiation strategy, provided the clients have both consented to be represented by dual agent.





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:

- The buyer is interested in a property listed by a real estate company; and
- The seller's agent and the buyer's agent work for that same real estate company.

Before the buyer and seller can proceed to be represented by a dual agent, they must both sign a Consent For Dual Agency. If they have previously signed a Consent For Dual Agency, they must affirm their consent for the sale of the particular property to a particular buyer.

Important Considerations Before Making a Decision About Dual Agency

- A dual agent does not exclusively represent either the seller or buyer and 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 company does not owe undivided loyalty to either the seller or buyer.

Your Choices Concerning Dual Agency

When a dual agency situation in fact arises, the buyer and seller have the following options:

- 1. Consent in writing to dual agency.** If all parties consent in writing, the real estate company (the "dual agent") will assign one real estate agent from the company to represent the seller or landlord (the seller's "intra-company agent") and another agent from the company to represent the buyer or tenant (the buyer's "intra-company agent"). Intra-company agents may provide the same services to their clients as exclusive seller's or buyer's agents, including advising their clients as to price and negotiation strategy.
- 2. Do not consent to dual agency.** If either the buyer or the seller, or landlord or tenant, refuses to consent in writing to the dual agency, the real estate company must terminate the agency agreement for that particular property with either the buyer or seller, or both. If the seller's agreement is terminated, the seller must then either represent him or herself or arrange to be represented by an agent from another real estate company. If the buyer's agreement is terminated, the buyer or tenant may choose to enter into a written buyer agency agreement with an agent from a different company. Alternatively, the buyer or tenant may choose not to be represented by an agent from his or her own but simply to receive assistance from the seller's agent, from another agent in that company, or from a cooperating agent from another company.



REAL PROPERTY CONSOLIDATED TAX BILL
LEVY YEAR 2009
ANNUAL BILL
TAX PERIOD 07/01/2009-06/30/2010

Table with 5 columns: ACCOUNT NUMBER, BILL NO., PROPERTY ADDRESS, MORTGAGE, OCCUPANCY. Row 1: 02108686, 29190072, 1611 CEDAR VIEW CT, UNKNOWN, NOT A PRINCIPAL RESIDENCE

Table with 2 columns: PROPERTY DESCRIPTION, ADDRESS. Row 1: WOODSIDE PARK SEC 1, 10909 BALANTREE LA POTOMAC, MD 20854

Table with 4 columns: LOT, BLOCK, DISTRICT, SUB, CLASS, REFUSE AREA, REFUSE UNIT, TAX DESCRIPTION, ASSESSMENT RATE, TAX/CHARGE. Includes tax breakdown for STATE PROPERTY TAX, COUNTY PROPERTY TAX, WSSC CONNECTION FEE CHG, and TOTAL.

Buyer Date

Buyer Date

Montgomery County MD - Estimated Real Property Tax System

Printed on: Wednesday, September 09, 2009



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

* This property will be reassessed in early January next year,
so you must recalculate in early January next year (see footnote 6b).

ACCOUNT NUMBER:		02108686	
PROPERTY:	OWNER NAME	JAN, HAN S & J P C	
	ADDRESS	1611 CEDAR VIEW CT SILVER SPRING, MD 20910-0000	
	TAX CLASS	38	
	REFUSE INFO	Refuse Area: R0 Refuse Unit: 0	
TAX INFORMATION:			
TAX DESCRIPTION	FY11 PHASE-IN VALUE₁	FY10 RATE₂	ESTIMATED FY11 TAX/CHARGE
STATE PROPERTY TAX	384,020	.112	430.10
COUNTY PROPERTY TAX ₃	384,020	.916	3,517.62
WSSC CONNECTION FEE CHG ₄			458.15
ESTIMATED TOTAL₆			4,405.87

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

Buyer

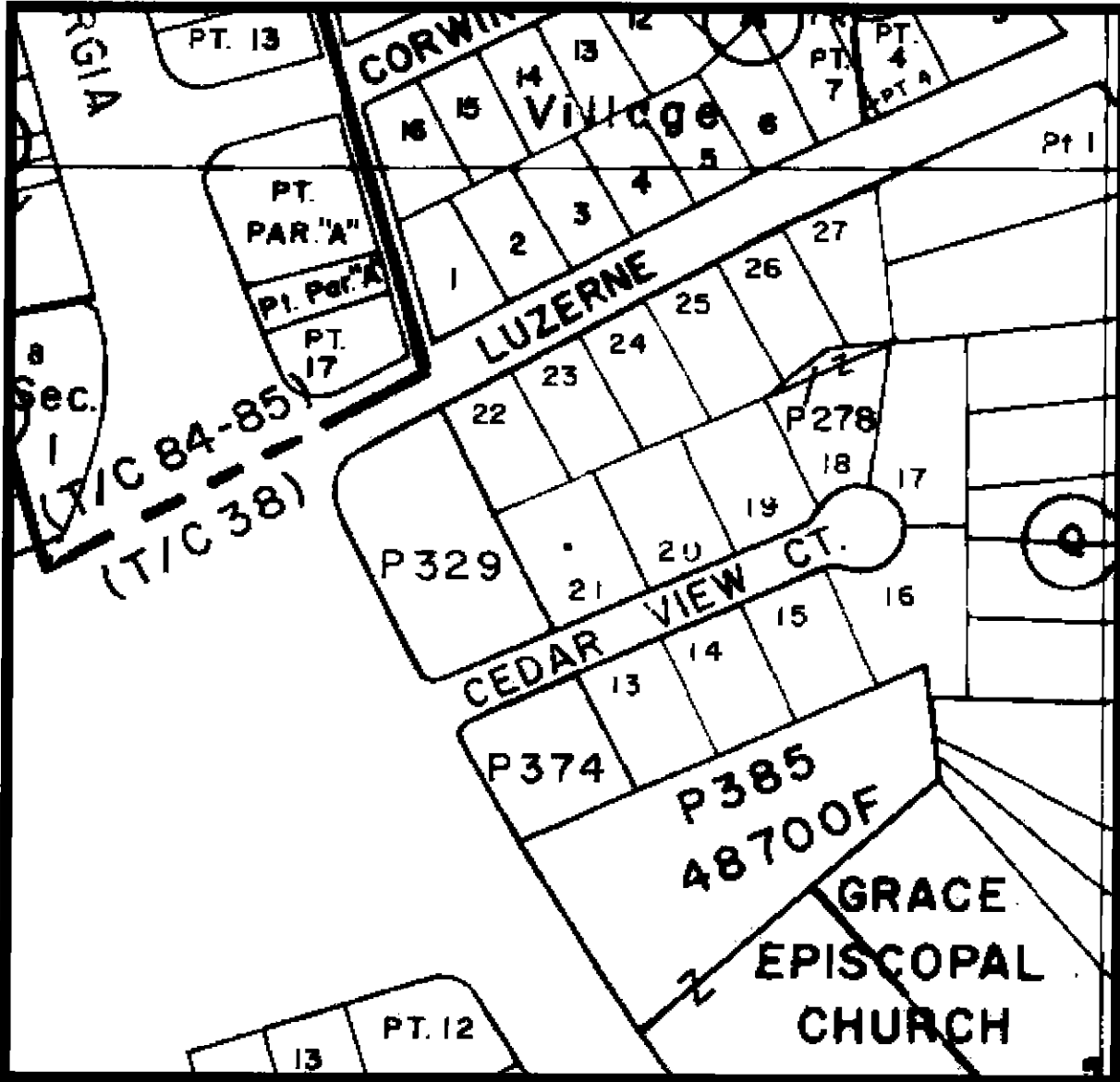
Date

Buyer

Date

	<p>Maryland Department of Assessments and Taxation MONTGOMERY COUNTY Real Property Data Search</p>	<p>Go Back View Map New Search</p>
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District - 13 Account Number - 02108686



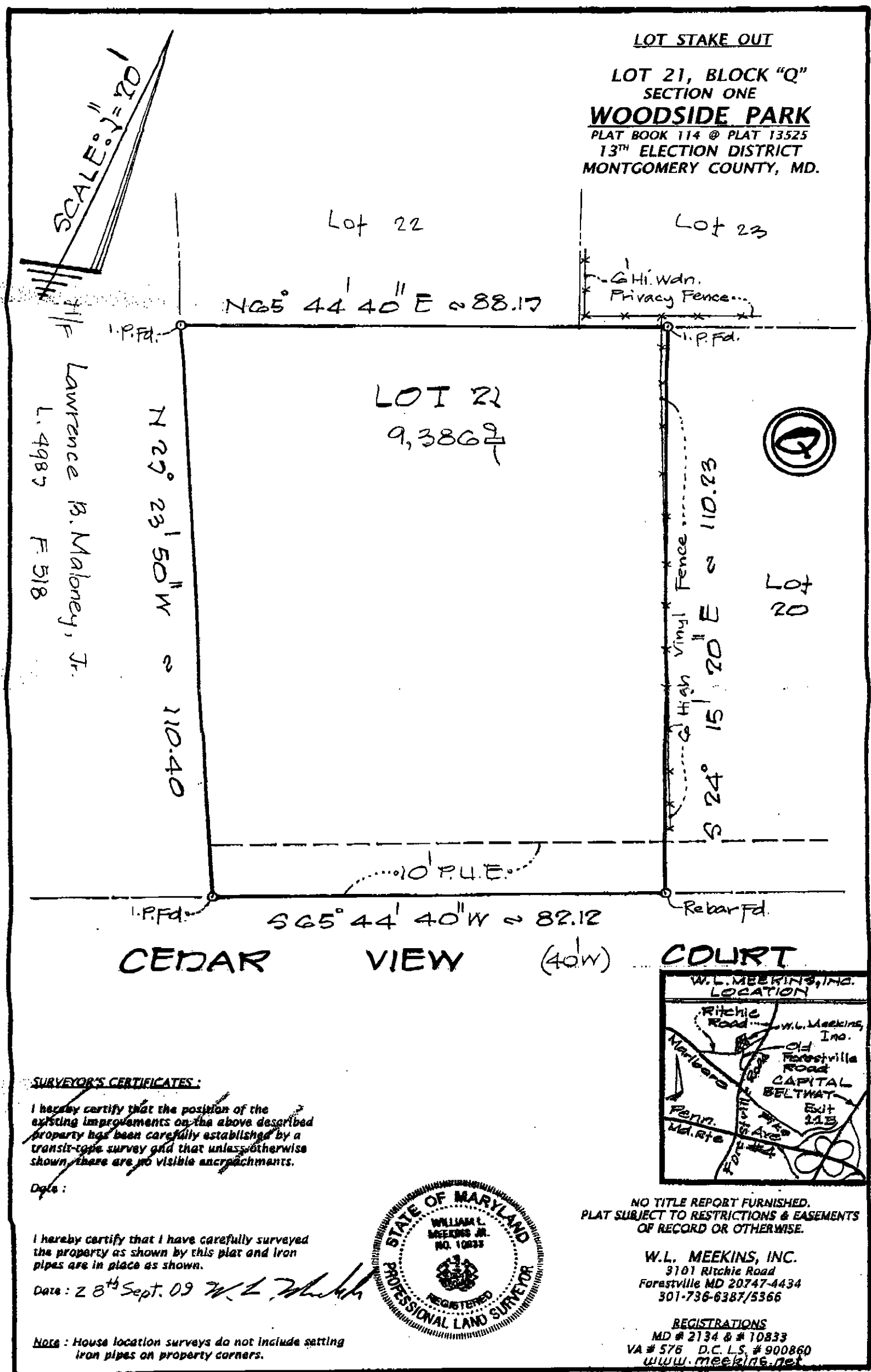
Property maps provided courtesy of the Maryland Department of Planning ©2008.
 For more information on electronic mapping applications, visit the Maryland Department of Planning
 web site at www.mdp.state.md.us/webcom/index.html

_____	_____	_____	_____
Buyer	Date	Buyer	Date

FROM :

PHONE NO. :

Oct. 01 2009 04:31PM P2



LOT STAKE OUT

LOT 21, BLOCK "Q"
SECTION ONE
WOODSIDE PARK
 PLAT BOOK 114 @ PLAT 13525
 13TH ELECTION DISTRICT
 MONTGOMERY COUNTY, MD.

Lot 22

Lot 23

LOT 21
 9,386^{sq}



Lot 20

CEDAR VIEW

VIEW

(40' W)

COURT

SURVEYOR'S CERTIFICATES:

I hereby certify that the position of the existing improvements on the above described property has been carefully established by a transit-type survey and that unless otherwise shown, there are no visible encroachments.

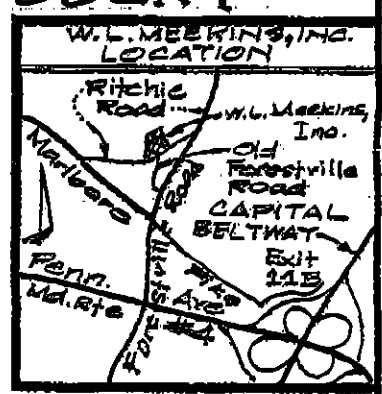
Date:

I hereby certify that I have carefully surveyed the property as shown by this plat and iron pipes are in place as shown.

Date: 28th Sept. 09 *W. L. Meekins*



Note: House location surveys do not include setting iron pipes on property corners.



NO TITLE REPORT FURNISHED.
 PLAT SUBJECT TO RESTRICTIONS & EASEMENTS OF RECORD OR OTHERWISE.

W.L. MEEKINS, INC.
 3101 Ritchie Road
 Forestville MD 20747-4434
 301-736-6387/5366

REGISTRATIONS
 MD # 2134 & # 70833
 VA # 576 D.C. L.S. # 900860
 www.meekins.net

Buyer _____ date _____

Buyer _____ date _____