



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 in 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.



A lender is allowed to require the use of an attorney, credit reporting agency or real estate appraiser chosen to represent the lender's interest. Set forth below is the estimated charge or range of charges for the settlement services of a credit reporting agency and real estate appraiser that will be required as a condition of your loan on this property, to represent the lender's interest in the transaction. Amounts required for special credit reports such as business credit reports or for appraisals of larger properties are collected when the work is done.

Credit Report: \$60 (maximum) **Appraisal:** \$375-\$1,000 (if property value is over \$1.5M, ask for a quote)

CLOSING FEES, TITLE INSURANCE & OTHER CHARGES

Closing fees and other charges may be collected by your settlement company. These fees are not always determined consistently—even within the same company or office. Please consult with your settlement company for a list of charges.

Estimated owners' title insurance premiums (per \$1,000 of sales price) are provided below for "enhanced" coverage. Other options may be available, including less comprehensive "standard" coverage and a "reissue rate," which could reduce your charges.

Virginia		West Virginia		Pennsylvania	
First \$250,000	\$4.90	First \$100,000	\$4.76	First \$30,000	\$15.40
\$250,001-\$500,000	\$4.65	\$100,001-\$500,000	\$4.08	\$30,001-\$45,000	\$7.98
\$500,001-\$1,000,000	\$4.25	\$500,001-\$5,000,000	\$3.60	\$45,001-\$100,000	\$6.60
\$1,000,001-\$2,500,000	\$2.85			\$100,001-\$500,000	\$5.50
				\$500,001-\$1,000,000	\$4.13
Simultaneous issue of Lenders' Policy (VA) is \$150.00		Simultaneous issue of Lenders' Policy (WV) is \$50.00		Lender required endorsement (PA) approx. \$150.00.	
Title insurance commitment fee per owner/lender policy will not exceed \$125.00.		Title insurance commitment fee per owner/lender policy will not exceed \$100.00.			

Maryland		District of Columbia		North Carolina	
First \$250,000	\$4.66	First \$250,000	\$5.70	First \$100,000	\$2.90
\$250,001-\$500,000	\$3.97	\$250,001-\$500,000	\$5.10	\$100,001-\$500,000	\$1.80
\$500,001-\$1,000,000	\$3.56	\$500,001-\$1,000,000	\$4.50	\$500,001-\$2,000,000	\$1.20
\$1,000,001-\$5,000,000	\$2.65	\$1,000,001-\$5,000,000	\$3.90	\$2,000,001-\$7,000,000	\$0.80
				Over \$7,000,000	\$0.60
Simultaneous issue of Lenders' Policy (MD) is \$50.00		Simultaneous issue of Lenders' Policy (DC) is \$100.00		Closing Services Insurance premium (NC) is included in the rates above, but is optional.	
Title insurance commitment fee per owner/lender policy will not exceed \$125.00.		Title insurance commitment fee per owner/lender policy will not exceed \$125.00.			

Delaware		New Jersey			
First \$100,000	\$4.20	First \$100,000	\$6.30		
\$100,001-\$1,000,000	\$3.60	\$100,001-\$500,000	\$4.80		
\$1,000,001-\$5,000,000	\$3.00	\$500,001-\$2,000,000	\$3.30		
		Over \$2,000,000	\$2.70		
Simultaneous issue of Lenders' Policy (DE) is \$25.00		Simultaneous issue of Lender's Policy (NJ) is \$25.00			
Title insurance commitment fee per owner/lender policy will not exceed \$75.00.		Lender required endorsements are approx. \$25.00 each.			
		Miscellaneous charges are approx. \$125.00. Out of pocket costs are approx. \$170.00. Title Search / Exam Fee is \$105.00.			

INSURANCE CHARGES

LONG & FOSTER INSURANCE AGENCY, INC. is an insurance agency representing many different insurers. The only cost is the insurance policy coverage chosen by you.

Homeowners Insurance premium: \$300-\$1,600+ per year

Flood insurance is not included in the estimate above, but may be available for an additional fee.

HOME WARRANTY DISCLOSURE

No Long & Foster affiliated company has an ownership interest in any company offering home warranty insurance; however, when a Seller or Purchaser purchases a home warranty insurance policy through a Long & Foster sales associate, Long & Foster Real Estate, Inc. receives a maximum of \$90.00 of the premium paid for services performed in the placement of the warranty.

ACKNOWLEDGMENT

I/we have read this disclosure form, and understand that Long & Foster Real Estate, Inc. is referring me/us to purchase the above-described settlement service(s) and may receive a financial or other benefit as the result of this referral.

A. B. Kelly 1/12/10
Signature Date

Stephanie Kelly 1/12/10
Signature Date





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

Property Address: 3914 Blackthorn St Chevy Chase, MD 20811

PART I. Inclusions/Exclusions Disclosure

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

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

OTHER

AS IS ITEMS

Seller does not warrant the condition or working order of the following items and/or systems:

LEASED ITEMS

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

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

Seller: Stephen Kelly Date: 12/21/09
 Seller: Stephanie Kelly Date: 12/8/09

PART II. Inclusions/Exclusions Addendum

The Contract of Sale dated _____ between Seller Stephanie Kelly and Buyer _____ is hereby amended by the incorporation of this Addendum, which shall supersede any provisions to the contrary in the Contract.

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

Seller: Stephen Kelly Date: 12/21/09
 Buyer: _____ Date: _____

Seller: Stephanie Kelly Date: 12/8/09
 Buyer: _____ Date: _____





MARYLAND PROPERTY DISCLOSURE AND DISCLAIMER STATEMENT

Property Address: 3914 Blackthorn St Chevy Chase, MD 20815
Legal Description: _____

NOTICE TO SELLER AND PURCHASER

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

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

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

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

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

MARYLAND RESIDENTIAL PROPERTY DISCLOSURE STATEMENT

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

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

How long have you owned the property? _____

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

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

Please indicate your actual knowledge with respect to the following:

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

COMMENTS: _____

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

COMMENTS: _____

3. Roof: Any leaks or evidence of moisture? Yes No Unknown

Type of roof _____ Age: _____

Is there any existing fire retardant treated plywood? Yes No Unknown

COMMENTS: _____

4. Other Structural Systems, including Exterior Walls and Floors:

COMMENTS: _____

Any Defects (structural or otherwise)? Yes No Unknown

COMMENTS: _____

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

COMMENTS: _____

6. Heating Systems: Is heat supplied to all finished rooms? Yes No Unknown

COMMENTS: _____

Is the system in operating condition? Yes No Unknown

COMMENTS: _____

7. Air Conditioning System: Is cooling supplied to all finished rooms? Yes No Unknown Does Not Apply

COMMENTS: _____

Is the system in operating condition? Yes No Unknown Does Not Apply

COMMENTS: _____

8. Electric Systems: Are there any problems with electrical fuses, circuit breakers, outlets or wiring?

Yes No Unknown

COMMENTS: _____

Will the smoke detectors provide an alarm in the event of a power outage?

Yes No Does Not Apply

COMMENTS: _____

9. Septic Systems: Is the septic system functioning properly? Yes No Unknown Does Not Apply

When was the system last pumped? Date: _____ Unknown

COMMENTS: _____

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

COMMENTS: _____

Home Water Treatment System: Yes No Unknown

COMMENTS: _____

Fire Sprinkler System: Yes No Unknown Does Not Apply

COMMENTS: _____

Are the systems in operating condition? Yes No Unknown

COMMENTS: _____

11. Insulation:

In exterior walls? Yes No Unknown

In ceiling/attic? Yes No Unknown

In any other areas? Yes No Unknown Where? _____

COMMENTS: _____

12. Exterior Drainage: Does water stand on the property for more than 24 hours after a heavy rain?

Yes No Unknown

COMMENTS: _____

Are gutters and downspouts in good repair? Yes No Unknown

COMMENTS: _____

MARYLAND RESIDENTIAL PROPERTY DISCLAIMER STATEMENT

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

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

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

Owner _____ Date _____

Owner _____ Date _____

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

Purchaser _____ Date _____

Purchaser _____ Date _____





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

The Contract of Sale dated _____, Address 3914 Blackthorn St
City Chevy Chase, State MD Zip 20815 between
Seller Stephen Kelly Stephanie Kelly 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.



LF312
GCAAR # 900 - REA Disclosure
(Previously form # 1302)

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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: _____, Telephone: _____
 Management Company: _____
 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.shtml for an explanation of the "SPA" legislation and a map detailing protected areas. To determine if a particular property (which is located close to protected areas as designated on this map) is located within the boundaries of a "SPA" contact: spa@mncppc-mc.org, 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/datweb/agtransf.html

C. **Other Tax Benefit Programs:** Does the Seller have reduced property taxes from any government program?

Yes No. If yes, explain: _____.

7. STORM WATER MANAGEMENT FEES – CITY OF TAKOMA PARK

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

8. RECORDED SUBDIVISION PLAT:

Plats are available at the [MNCPPC](http://www.mncppc.org) 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.shtml> or at www.plats.net. Note: user id = **plato** and password = **plato#**.

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

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

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

OR

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

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

At the time that the offer to purchase is entered into by the Buyer, the Seller is required to provide the Buyer with the EPA pamphlet entitled "Protect Your Family From Lead In Your Home" and a "Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards" form (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 PROPERTY DISCLOSURE STATEMENT OR PROPERTY DISCLOSURE STATEMENT PAMPHLET MAY BE LIABLE TO BUYER FOR DAMAGES. THIS CONTRACT IS SUBJECT TO BOTH CIVIL AND CRIMINAL PENALTIES.

Seller represents and warrants to Buyer that Seller has read the Maryland Residential Property Disclosure Act and representations made by Seller in this contract are true and correct as of the date of this contract, and that Seller has not been convicted of a crime under the Act prior to 1978 OR _____

uncertain. If the Property was constructed prior to 1978, Seller, in addition to the disclosures required by the Act, shall also disclose the information set forth in the model above. Seller and Buyer mutually agree that the requirements of the Act are satisfied by the disclosures made in this contract, and Buyer acknowledges that the real estate broker and Seller have not been required to ascertain or verify the date of construction and assume the responsibility of determining the warranty, each unto the other, that no further and different disclosures are required under the requirements of the Act have been complied with prior to the execution of this contract. Buyer represents and warrants that each intended as a material term of the contract that the Act be complied with as an express condition of the formation of the contract between the parties. Buyer and Seller acknowledge by their respective initials that they have read and understand the disclosures of this Paragraph 9.

10. DISCLOSURE/DISCLAIMER STATEMENT: A property owner is hereby deemed to have read the Property Disclosure Act as defined in the Maryland Residential Property Disclosure Act and to be exempt from the Maryland Residential Property Disclosure Act. [Editor: Fill in the appropriate Disclosure and Disclaimer Statement. If yes, reason for exemption: _____]

11. SMOKE DETECTORS: Pursuant to Montgomery County Code, the seller is required to disclose the presence of smoke detectors on all levels with bedrooms. In addition, Maryland law requires the following: "If a dwelling unit contains alternating current (AC) electric service, in the event of a power outage, a current (AC) powered smoke detector will not provide an alarm. Therefore, the seller is required to disclose whether the property has a battery-powered smoke detector or a battery-powered smoke detector. Does this property have a battery-powered smoke detector or a battery-powered smoke detector? Yes No Unknown

Certain municipalities have requirements exceeding those of Montgomery County. Please disclose any additional disclosures.

12. HISTORIC PRESERVATION: Check questionable properties' status with the Montgomery County Historic Preservation Commission (301-563-3400) or go to <http://www.montgomerycountymd.gov/hpc>. Properties of property located in the City of Rockville should be advised that the City of Rockville has a historic preservation ordinance otherwise significant according to criteria established by the Rockville Historic Preservation Commission. If you intend to purchase that demolition and building permit applications for substantial alterations to the property are subject to the process. This process may result in the property being designated a historic landmark and subject to historic preservation review and approval.

Has the Property been designated as an historic site in the past? Yes No

Is the Property located in an area designated as an historic district? Yes No

Is the Property listed as an historic resource on the County or State Historic Inventory? Yes No

Seller has provided the information required by the Montgomery County Code, including any special restrictions on land uses and physical characteristics, and any other restrictions under this County Code (See 48-12A) and the restrictions on land uses and physical characteristics of the staff of the County Historic Preservation Commission. If you are a resident of a municipality, contact the local government to verify whether the property is subject to historic preservation ordinances.

Buyer _____ Seller _____

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
 Stuart Office Pad, Stuart 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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Executive Offices
11351 Random Hills Rd.
Fairfax, VA 22030
(703) 359-1500

Office: Bethesda Avenue
Address: 4733 Bethesda Avenue
Bethesda, MD 20814
Phone: (240) 497-1700

Notice to Buyer Concerning the Intercounty Connector

Buyer is advised that properties in this area may or may not be located near the Intercounty Connector, a highway which will link central and eastern Montgomery County with northwest Prince George's County. Construction is set to begin in the Fall of 2007. Buyer has the right to examine, prior to signing this Contract, applicable plans including approved maps showing the proposed location of the highway. For information on the project schedule and planned routes Buyer may contact the Maryland Department of Transportation or go to www.iccproject.com.

Buyer _____	_____	Seller _____	_____
	1	<i>A. B. Kelly</i>	12/21/09
	Date	Stephen Kelly	Date
Buyer _____	_____	Seller _____	_____
	1	<i>Stephanie Kelly</i>	12/15/09
	Date	Stephanie Kelly	Date





NOTICE TO BUYER AND SELLER OF BUYER'S RIGHTS AND SELLER'S OBLIGATIONS UNDER MARYLAND'S SINGLE FAMILY RESIDENTIAL PROPERTY CONDITION DISCLOSURE LAW

ADDENDUM # _____ dated _____ to the Contract of Sale dated _____
 between Buyer _____
 and Seller Stephan Kelly Stephanie Kelly
 for Property known as 3914 Blackthorn St Chevy Chase, MD 20815

NOTE: This notice does not apply to: (1) the initial sale of single family residential property which has never been occupied, or for which a certificate of occupancy has been issued within one year prior to the date of the Contract; (2) a transfer that is exempt from the transfer tax under Subsection 13-207 of the Tax-Property Article, except land installments contracts of sale under Subsection 13-207(a)(11) of the Tax-Property Article and options to purchase real property under Subsection 13-207(a)(12) of the Tax-Property Article; (3) a sale by a lender or an affiliate or subsidiary of a lender that acquired the real property by foreclosure or deed in lieu of foreclosure; (4) a sheriff's sale, tax sale, or sale by foreclosure, partition or by court appointed trustee; (5) a transfer by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust; (6) a transfer of single family residential real property to be converted by the buyer into a use other than residential use or to be demolished; or (7) a sale of unimproved real property.

Section 10-702 of the Real Property Article of the Annotated Code of Maryland ("Section 10-702") requires that a seller of a single family residential property ("the property") deliver to each buyer, on or before entering into a contract of sale, on a form published and prepared by the Maryland Real Estate Commission, **EITHER**:

- (A) A written property condition disclosure statement listing all defects including latent defects, or information of which the seller has actual knowledge in relation to the following:
- (i) Water and sewer systems, including the source of household water, water treatment systems, and sprinkler systems;
 - (ii) Insulation;
 - (iii) Structural systems, including the roof, walls, floors, foundation and any basement; Plumbing, electrical, heating, and air conditioning systems;
 - (iv) Infestation of wood-destroying insects;
 - (v) Land use matters;
 - (vi) Hazardous or regulated materials, including asbestos, lead-based paint, radon, underground storage tanks, and licensed landfills;
 - (vii) Any other material defects, including latent defects, of which the seller has actual knowledge; and
 - (ix) Whether the smoke detectors will provide an alarm in the event of a power outage; and
 - (x) If the property relies on the combustion of a fossil fuel for heat, ventilation, hot water, or clothes dryer operation, whether a carbon monoxide alarm is installed on the property.

Latent defects under Section 10-702 mean material defects in real property or an improvement to real property that:

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

OR

- (B) A written disclaimer statement providing that:
- (i) Except for latent defects of which the seller has actual knowledge, the Seller makes no representations or warranties as to the condition of the Real property or any improvements on the real property; and
 - (ii) The buyer will be receiving the real property "as is," with all defects, including latent defects, that may exist, except as otherwise provided in the contract of sale of the property.



LF110





COMMISSION, FEE SHARING AND BONUS DISCLOSURE

Real Property located 3914 Blackthorn St

Chevy Chase , MD 20815

Sales Associate Amy 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: _____
Seller(s) J. B. Kelly
Stephanie Kelly



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.")

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.

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.

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.

Duties of a Dual Agent and Intra-Company Agent

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

- anything the client asks to be kept confidential*,
- that the seller would accept a lower price or other terms,
- that the buyer would accept a higher price or other terms,
- the reasons why a party wants to sell or buy, or
- that a party needs to sell or buy quickly.

* However, like all agents, a dual agent and intra-company agent must disclose any material facts about the property to the other party.

How Dual Agents are Paid

Only the dual agent receives compensation on the sale of a property listed by that company. If a financial bonus is offered to an agent who sells property that is listed with his company, this fact must be disclosed in writing to both the buyer and seller.

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 do not consent, there will not be a dual agency. I hereby voluntarily consent to have Long & Foster Real Estate, Inc. act as dual agent for me as the:
(Firm Name)

seller in the sale of the property at: 3914 Blackthorn St Chevy Chase, MD 20815

buyer in the purchase of any property listed for sale with the above-referenced firm.

<u><i>A.B. Kelly</i></u>	<u>12/21/09</u>	<u><i>Aphanie Kelly</i></u>	<u>12/8/09</u>
Signature	Date	Signature	Date

AFFIRMATION

The undersigned Seller(s) hereby affirms consent to Dual Agency:

_____ Signature	_____ Date	_____ Signature	_____ Date
--------------------	---------------	--------------------	---------------

The undersigned Buyer(s) hereby affirms consent to dual agency:

_____ Signature	_____ Date	<u>3914 Blackthorn St</u> <u>Chevy Chase, MD 20815</u> Property Location
_____ Signature	_____ Date	





MARYLAND LEAD PAINT DISCLOSURE AND NOTICE STATEMENT

(Use with contracts for the sale of property constructed prior to 1979)

RE: 3914 Blackthorn St Chevy Chase, MD 20815
Property Address

DISCLOSURE

- Seller represents that the above described Property may contain lead paint such that said Property may be subject to the Maryland Lead Poisoning Prevention Program Act contained in the Maryland Code, Environment Article, Sections - 6-801 et seq. (1996 Repl. Vol) (the "Maryland Lead Act").
- If Seller has had the subject property inspected pursuant to the Maryland Lead Act, and such inspection revealed conditions which require remedial actions, (i.e., risk reduction obligations), Seller represents as follows:

Seller to check applicable statement(s) :

a) Seller has the following outstanding risk reduction obligations:

b) Seller will complete the outstanding risk reduction obligations prior to settlement.

c) Seller will not complete the outstanding risk reduction obligations prior to settlement.

In the event that none of the foregoing boxes have been checked, this shall constitute Seller's representation that either (1) the subject property has not been inspected pursuant to the Maryland Lead Act, or (2) if the subject property has been inspected pursuant to the Maryland Lead Act, either inspection did not result in the imposition of any risk reduction obligations or all risk reduction obligations have been completed.

All outstanding obligations not completed by Seller will become Buyer's responsibility after settlement if the property remains rental property or is converted to rental property.

NOTICE

- In the event that Buyer intends to occupy the Property, but converts the Property to rental use in the future, Buyer is advised that Buyer must register the property with the Maryland Department of the Environment within 30 days following conversion of the Property to rental Property and will therefore be subject to all requirements of the Maryland Lead Act at the time of such conversion.
- In the event the Property is currently rented and will continue to be rented, Buyer is advised that Buyer must register the Property with the Maryland Department of the Environment within 30 days of settlement and will be subject to all requirements of the Maryland Lead Act at the time of settlement.

Seller *A. B. Kelly* Date _____

Seller *Stephanie Kelly* Date 12/8/09

By signing below, Buyer acknowledges receipt of the within Disclosure and Notice Statement prior to ratification of a Contract for the purchase of the subject property.

Buyer _____ Date _____

Buyer _____ Date _____





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

For the sale of Property at: 3914 Blackthorn St Chevy Chase MD 20815
Property Address

I. SELLER REPRESENTS AND WARRANTS TO LONG & FOSTER, INTENDING THAT SUCH BE RELIED UPON REGARDING THE ABOVE PROPERTY, THAT (each Seller initial ONE of the following and state Year Constructed):

- Mr L&F Property (all portions) was constructed after January 1, 1978. (If initialed, complete section V only.) Year Constructed: _____
- Property (any portion) was constructed before January 1, 1978. (If initialed, complete all sections.)
- Seller is unable to represent and warrant the age of the property. (If initialed, complete all sections.)

SELLER AGREES TO COMPLY WITH REQUIREMENTS OF THE FEDERAL RESIDENTIAL LEAD-BASED PAINT HAZARD REDUCTION ACT OF 1992.

Lead Warning Statement

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

II. Seller's Disclosure (each Seller complete items 'a' and 'b' below)

a. Presence of lead-based paint and/or lead-based paint hazards (initial and complete (i) or (ii) below):

(i) _____ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain)

(ii) Mr L&F Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

b. Records and reports available to the Seller (initial and complete (i) or (ii) below):

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

(ii) Mr L&F Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

III. Purchaser's Acknowledgment (each Purchaser initial and complete items c, d, e and f below)

c. _____ Purchaser has read the Lead Warning Statement above

d. _____ Purchaser has received copies of all information listed above. (if none listed, check here.)

e. _____ Purchaser has received the pamphlet *Protect Your Family from Lead in Your Home*

f. Purchaser has (each Purchaser initial (i) or (ii) below):

(i) _____ Received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

(ii) _____ Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

IV. Agent's Acknowledgment (initial item 'g' below)

g. [Signature] Agent has informed the Seller of the Seller's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

V. Certification of Accuracy

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

A.B. Kelly 12/21/09
Seller Date

Stephanie Kelly 12/18/09
Seller Date

Agent Date

Purchaser Date

Purchaser Date

Agent Date



Montgomery County MD - Estimated Real Property Tax System

Page 1 of 1

Printed on: Monday, December 21, 2009



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

ACCOUNT NUMBER:		00465952	
PROPERTY:	OWNER NAME	KELLY, STEPHEN B & STÉPHANIE G	
	ADDRESS	3914 BLACKTHORN ST CHEVY CHASE, MD 20815-5056	
	TAX CLASS	21	
	REFUSE INFO	Refuse Area: RI Refuse Unit: 1	
TAX INFORMATION:			
TAX DESCRIPTION	FY11 PHASE-IN VALUE₁	FY10 RATE₂	ESTIMATED FY11 TAX/CHARGE
STATE PROPERTY TAX	1,027,620	.112	1,150.93
COUNTY PROPERTY TAX ₃	1,027,620	.916	9,413.00
CH CH TOWN PROPERTY TAX	1,027,620	.010	102.76
SOLID WASTE CHARGE ₄		24.45	24.45
WATER QUAL PROTECT CHG (RSFD) ₄			45.50
ESTIMATED TOTAL₆			10,736.64

- 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



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

ACCOUNT NUMBER	BILL NO.	PROPERTY ADDRESS	MORTGAGE	OCCUPAICY
00465952	29040941	3914 BLACKTHORN ST	WELLS FARGO REAL ESTATE TAX SERVICE	PRINCIPAL RESIDENCE
PROPERTY DESCRIPTION		KELLY, STEPHEN B & STEPHANIE G		
PT LT 11 ADDITION		3914 BLACKTHORN ST CHEVY CHASE, MD 20815-5056		

LOT	P10	TAX DESCRIPTION	ASSESSMENT RATE	TAX/CHARGE
BLOCK	2	STATE PROPERTY TAX	1,027,620 .112*	1,150.93
DISTRICT	07	COUNTY PROPERTY TAX	1,027,620 .916*	9,413.00
SUB	011	CH CH TOWN PROPERTY TAX	1,027,620 .010*	102.76
CLASS	R021	SOLID WASTE CHARGE	24.45	24.45
REFUSE AREA	RI	WATER QUAL PROTECT CHG (RSFD)		45.50
REFUSE UNIT	1	TOTAL		10,736.64
		CREDIT DESCRIPTION	ASSESSMENT RATE	AMOUNT
		COUNTY PROPERTY TAX CREDIT		-590.00
		TOTAL CREDITS		-590.00
		PRIOR PAYMENTS ****		10,046.64
		INTEREST		0
		TOTAL AMOUNT		0
		Amount Due by 12/31/2009		0

Buyer

Date

Buyer

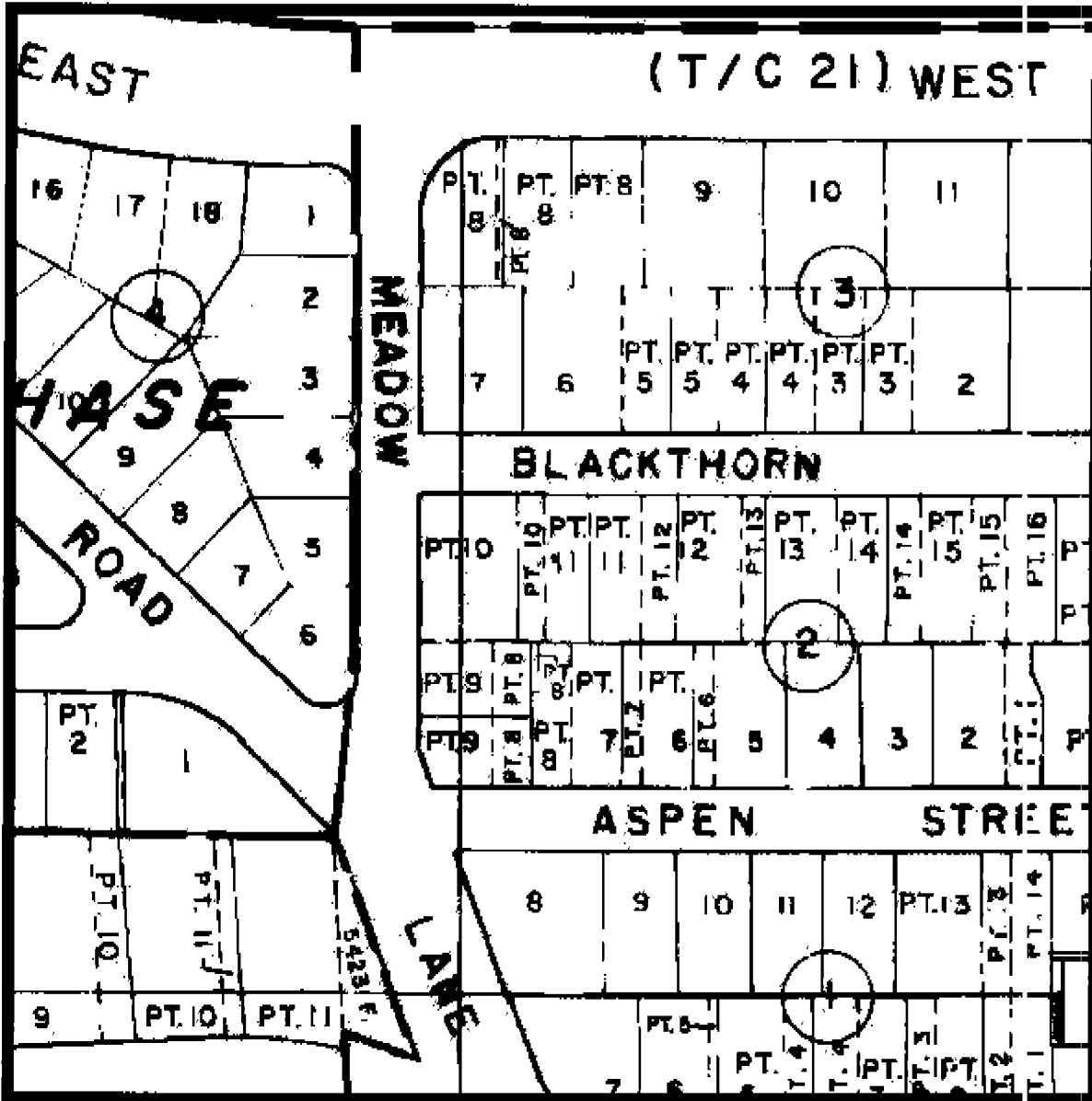
Date



Maryland Department of Assessments and Taxation
MONTGOMERY COUNTY
Real Property Data Search

[Go Back](#)
[View Map](#)
[New Search](#)

District - 07 Account Number - 00465952



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/OurProducts/OurProducts.shtml

Buyer

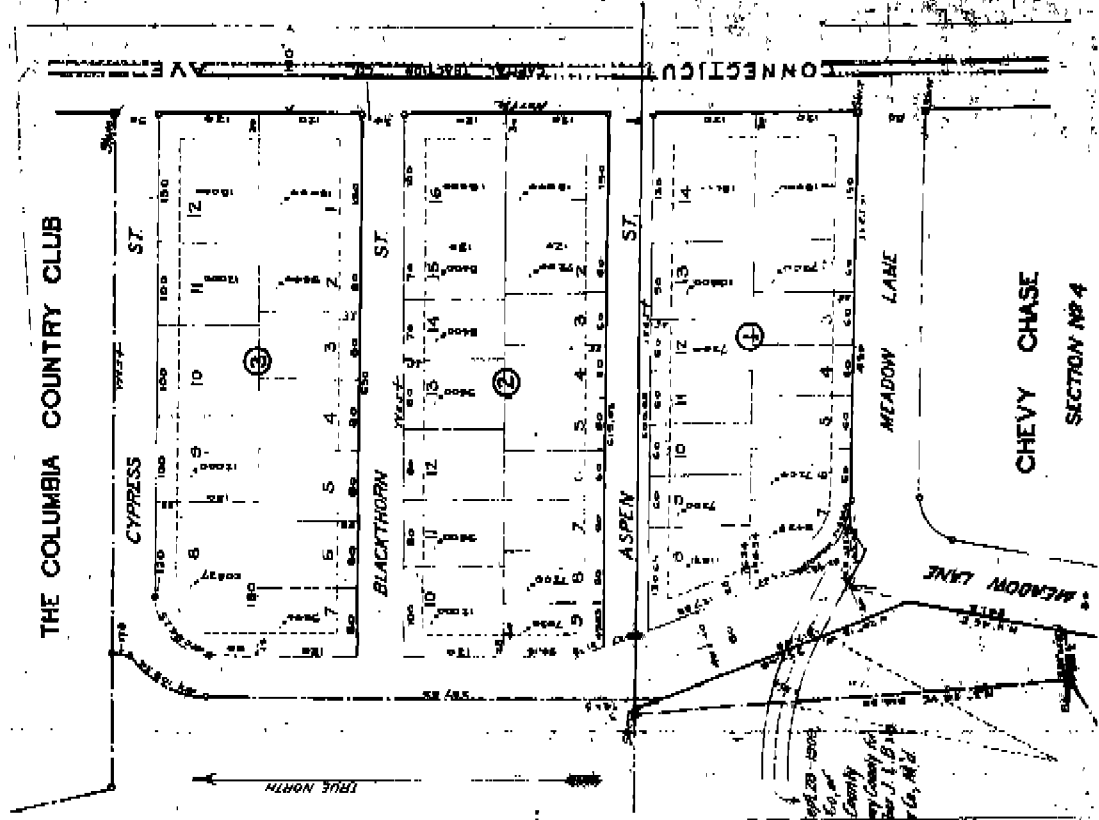
Date

Buyer

Date

No 126.

THE COLUMBIA COUNTRY CLUB



I hereby certify that the acreage
 Plan No. 126, recorded April 28th A. D. 1910
 in Plat Book No. 2, Plat No. 126, one of the
 Plat Books of Montgomery County, Maryland.

J. J. Howell
 Surveyor

APRIL 21, 1910.

I hereby certify that the acreage
 Plan No. 126, recorded April 28th A. D. 1910
 in Plat Book No. 2, Plat No. 126, one of the
 Plat Books of Montgomery County, Maryland.

J. J. Howell
 Surveyor

APRIL 21, 1910.

Stop of land conveyed Sept. 29, 1908
 by the Chevy Chase Land Co.
 Montgomery Co. Md. to the County
 Commissioners of Montgomery County Md.
 a Public Road recorded in Atlas J. & B. 16
 folio records of Montgomery Co. Md.

ADDITION TO
CHEVY CHASE
 SEC. NO. 4.

John L. Burnett
 Clerk.

APRIL 21/1910. SCALE: 1"=100'

J. J. HOWELL,
 Surveyor

Plan April 28th 1910

Buyer

Date

Buyer

Date



Utility Cost and Usage History Form

For use in Montgomery County, MD

Address 3914 Blackthorn St Chevy Chase, MD 20815

Month	Year		Electric	Gas	Heating Oil
DEC	09	Total Cost:	214.02	153.44	
		Total Usage:	710	260.4	
NOV	09	Total Cost:	130.05	46.75	
		Total Usage:	870	115.7	
OCT	09	Total Cost:	293.13	29.45	
		Total Usage:	1260	30.5	
SEP	09	Total Cost:	250.00	27.03	
		Total Usage:	1720	116.3	
AUG	09	Total Cost:	276.33	28.70	
		Total Usage:	1810	14.2	
JUL	09	Total Cost:	187.06	24.80	
		Total Usage:	1100	15.3	
JUN	09	Total Cost:	185.61	38.53	
		Total Usage:	1160	12.3	
MAY	09	Total Cost:	119.83	132.27	
		Total Usage:	830	23.5	
APR	09	Total Cost:	146.07	220.74	
		Total Usage:	970	90.1	
MAR	09	Total Cost:	146.07	340.64	
		Total Usage:	970	199.3	
FEB	09	Total Cost:	180.37	554.26	
		Total Usage:	1170	252.2	
JAN	09	Total Cost:	192.86	460.50	
		Total Usage:	1260	260.00	
		Total Cost:			
		Total Usage:			
		Total Cost:			
		Total Usage:			
		Total Cost:			
		Total Usage:			

Seller/Owner A.B. Kelly Date 12/21/09
 (Indicate if sole owner) Stephen Kelly

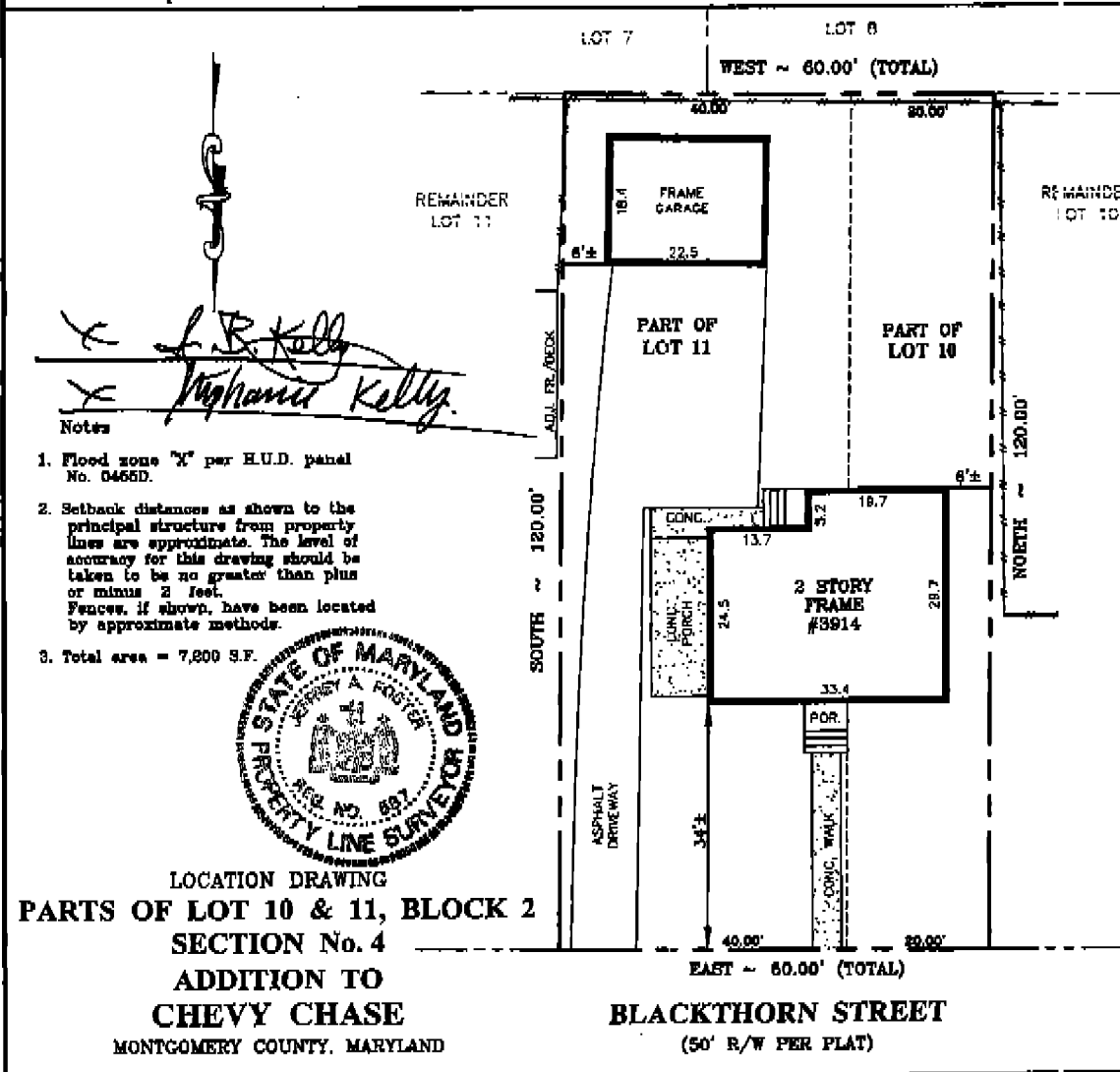
Seller/Owner Stephanie Kelly Date 12/21/09
Stephanie Kelly

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CONSUMER INFORMATION NOTES:

1. This plan is a benefit to a consumer insofar as it is required by a lender or a title insurance company or its agent in connection with contemplated transfer, financing or re-financing.
2. This plan is not to be relied upon for the establishment or location of fences, garages, buildings, or other existing or future improvements.
3. This plan does not provide for the accurate identification of property boundary lines, but such identification may not be required for the transfer of title or securing financing or re-financing.
4. Building line and/or Flood Zone information is taken from available sources and is subject to interpretation of originator.
5. No Title Report furnished.



L.R. Kelly
Stephanie Kelly

- Notes
1. Flood zone "X" per H.U.D. panel No. 0465D.
 2. Setback distances as shown to the principal structure from property lines are approximate. The level of accuracy for this drawing should be taken to be no greater than plus or minus 2 feet. Fences, if shown, have been located by approximate methods.
 3. Total area = 7,800 S.F.



LOCATION DRAWING
PARTS OF LOT 10 & 11, BLOCK 2
SECTION No. 4
ADDITION TO
CHEVY CHASE
MONTGOMERY COUNTY, MARYLAND

SURVEYOR'S CERTIFICATE THE INFORMATION SHOWN HEREON HAS BEEN BASED UPON THE RESULTS OF A FIELD INSPECTION PURSUANT TO THE DEED OR PLAT OF RECORD. EXISTING STRUCTURES SHOWN HAVE BEEN FIELD LOCATED BASED UPON MEASUREMENTS FROM PROPERTY MARKERS FOUND OR FROM EVIDENCE OF LINES OF APPARENT OCCUPATION. <i>Jeffrey A. Foster</i> MARYLAND PROPERTY LINE SURVEYOR REG. NO. 891	REFERENCES PLAT BK. 2 PLAT NO. 128		SNIDER & ASSOCIATES SURVEYORS - ENGINEERS LAND PLANNING CONSULTANTS 80270 Goldenrod Lane, Suite 117 Germantown, Maryland 20876 301/948-6100, Fax 301/948-1218	
	LIBER 3566 POLIO 489		DATE OF LOCATIONS WALL CHECK HSE. I.D.C.: 03-28-07	SCALE: 1" = 20' DRAWN BY: P.Y. JOB NO.: 07-1'15