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 between Buyer ________________________ and Seller ________________________ for Property known as ________________________________

19527, 19533 Jerusalem Church Terrace, Poolesville, MD 20837

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 installment 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, 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;
(iv) Plumbing, electrical, heating, and air conditioning systems;
(v) Infestation of wood-destroying insects;
(vi) Land use matters;
(vii) Hazardous or regulated materials, including asbestos, lead-based paint, radon, underground storage tanks, and licensed landfills;
(viii) Any other material defects, including latent defects, of which the seller has actual knowledge;
(ix) Whether the required permits were obtained for any improvements made to the property;
(x) Whether the smoke alarms: 1. will provide an alarm in the event of a power outage; 2. are over 10 years old; and 3. if battery operated, are sealed, tamper resistant units incorporating a silence/hush button and use long-life batteries as required in all Maryland homes by 2018; and
(xi) 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 means 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.
At the time the disclosure or disclaimer statement is delivered to you ("the buyer"), you are required to date and sign a written acknowledgement of receipt on the disclosure or disclaimer statement which shall be included in or attached to the contract of sale.

Section 10-702 further provides that a buyer who receives the disclosure or disclaimer statement on or before entering into a contract of sale does not have the right to rescind the contract based upon the information contained in the disclosure or disclaimer statement.

You are hereby notified that, in certain circumstances, you have the right to rescind your contract with the seller if the seller fails to deliver to you the written property condition disclosure or disclaimer statement. Section 10-702 provides that a buyer who does not receive the disclosure or disclaimer statement on or before entering into the contract has the unconditional right, upon written notice to the seller or seller's agent:

(i) To rescind the contract at any time before the receipt of the disclosure or disclaimer statement or within 5 days following receipt of the disclosure or disclaimer statement; and

(ii) To the immediate return of any deposits made on account of the contract.

Your right to rescind the contract under Section 10-702 terminates if not exercised before making a written application to a lender for a mortgage loan, if the lender discloses in writing at or before the time application is made that the right to rescind terminates on submission of the application or within 5 days following receipt of a written disclosure from a lender who has received your application for a mortgage loan, if the lender's disclosure states that your right to rescind terminates at the end of that 5 day period.

Your rights as a buyer under Section 10-702 may not be waived in the contract and any attempted waiver is void. Your rights as the buyer to terminate the contract under Section 10-702 are waived conclusively if not exercised before:

(i) Closing or occupancy by you, whichever occurs first, in the event of a sale; or

(ii) Occupancy, in the event of a lease with option to purchase.

The information contained in the property condition disclosure statement is the representation of the seller and not the representation of the real estate broker or salesperson, if any. A disclosure by the seller is not a substitute for an inspection by an independent professional home inspection company. You should consider obtaining such an inspection. The information contained in a disclosure statement by the seller is not a warranty by the seller as to the condition of the property of which condition the seller has no actual knowledge or other condition, including latent defects, of which the seller has no actual knowledge. The seller is not required to undertake or provide an independent investigation or inspection of the property in order to make the disclosures required by Section 10-702. The seller is not liable for an error, inaccuracy or omission in the disclosure statement if the error, inaccuracy or omission was based upon information that was not within the actual knowledge of the seller or was provided to the seller by a third party as specified in Section 10-702(f) or (j).

You may wish to obtain professional advice about the property or obtain an inspection of the property.

The undersigned buyer(s) and seller(s) acknowledge receipt of this notice on the date indicated below and acknowledge that the real estate licensee(s) named below have informed the buyer(s) and the seller(s) of the buyer(s)' rights and the seller(s)' obligations under Section 10-702.

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<td>Franklin C. Jamison</td>
<td>3/26/15</td>
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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 19527, 19533 Jerusalem Church Terrac, Poolesville, MD Zip 20837 between Seller ____________________________, Florence G. Prather, and Buyer ____________________________, is hereby amended by the incorporation of this Addendum, which shall supersede any provisions to the contrary in the Contract.

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

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

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


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 Soukup at 240-777-7716 or alan.soukup@co.mo.md.us or fax request to 240-777-7715.
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 __________________________

2. DEFERRED WATER AND SEWER ASSESSMENT:
   A. Private Utility Company: Are there any annual or semi-annual assessments paid to private companies that provided
      or financed utility installation? ☐ Yes ☑ No. If yes, the Buyer agrees to assume the future obligations and pay future
      annual assessments in the amount of $ ______________________ for remaining years to ______________________
      (name of company).
   B. Washington Suburban Sanitary Commission (WSSC) or Local Jurisdiction:
      Are there any deferred water and sewer charges for which the Buyer may become liable which do not appear on the
      attached property tax bill? ☐ Yes ☑ No. If yes, ☐ the Buyer agrees to assume the future obligations and pay
      future annual assessments in the amount of $ ______________________, or ☐ Buyer is hereby advised that a schedule of
      charges has not yet been established by the water and sewer authority, or ☐ a local jurisdiction has adopted a plan to
      benefit the property in the future. (Check applicable box).
      Buyer acknowledges that there may be annual water and sewer charges which are not recorded in the land
      records and which may not be discovered by a diligent title search. Buyer's acknowledgement is not a waiver of
      the Seller's obligation to accurately disclose the existence of an assessment as set forth herein.
      Buyer's acknowledgment ________________/______________/ (initials)
3. **HOMEOWNER’S ASSOCIATION, CONDOMINIUM ASSOCIATION OR COOPERATIVE ASSOCIATION ASSESSMENTS:** (Check all that apply) The Property is located in a ☐ not applicable ☐ Homeowners Association with mandatory fees (HOA), and/or ☐ Condominium Association and/or ☐ Cooperative or ☐ Other

Complete the following for all boxes checked above:

Name of Project/Subdivision: __________________________. Telephone: __________________________.
Regular Periodic Fee: $ _______ per __________________________. Special Assessments: $ _______.

Name of Project/Subdivision: __________________________. Telephone: __________________________.
Regular Periodic Fee: $ _______ per __________________________. Special Assessments: $ _______.

Are there any assessments or fees approved yet not assessed? ☐ Yes ☐ No. If yes, amount $ ____________ and explain reason for assessment:

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

| Is this Property located in an area designated as a Special Protection Area? |
| Yes ☐ No ☐ |

If yes, special water quality measures and certain restrictions on land uses and impervious surfaces may apply. Under Montgomery County law, Special Protection Area (SPA) means a geographic area where:

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

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

An SPA may be designated in:

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

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

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| 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.montgomerycounty.md.gov/apps/tax/index.asp](http://www.montgomerycounty.md.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](http://www.dat.state.md.us/sdatweb/taxassess.html) - this provides tax information from the State of Maryland.
IN ACCORDANCE WITH MONTGOMERY COUNTY CODE SECTION 40-12C, THE SELLER(S) MUST ATTACH HERETO A COPY OF THE CURRENT REAL PROPERTY TAX BILL FOR THIS PROPERTY. A current copy of the tax bill for this property can be obtained at: www.montgomerycountymd.gov/apps/tax/index.asp.

IN ADDITION, SELLER(S) ARE REQUIRED TO PROVIDE POTENTIAL BUYER’S WITH THE ESTIMATED PROPERTY TAX AND NON-TAX CHARGES FOR THE FIRST FULL FISCAL YEAR OF OWNERSHIP. Information relative to this estimate, including how it was calculated and its significance to Buyers can be obtained at www.montgomerycountymd.gov/estimatedtax . Buyer(s) hereby acknowledge receipt of 1) a copy of the current real property tax bill AND 2) the estimated property tax and non-tax charges in the Buyer’s first full fiscal year of ownership, both as required by Montgomery County Code.

Buyer’s acknowledgment of receipt of both tax disclosures ______________________ / ______________________ (initials)

DEVELOPMENT DISTRICT DISCLOSURE - NOTICE OF SPECIAL TAX OR ASSESSMENT:
Buyer is hereby notified that a property can be located in an Existing Development District or a Proposed Development District as defined under Chapter 14 of the Montgomery County Code. A Development District is a special taxing district in which owners of properties pay an additional tax or assessment in order to pay for public improvements within the District. This property is □ located in a Development District □ located in a proposed Development District ◐ not located in an existing or proposed Development District. Check as applicable.

If the property is located in an Existing or Proposed Development District, the following disclosure is given: Each year the buyer of this property must pay a special assessment or special tax imposed under Chapter 14 of the Montgomery County Code, in addition to all other taxes and assessments that are due. If this property is located in a Development District, then, as of the date of execution of this disclosure, the special assessment or special tax on this property amounts to $ __________________ each year. A map reflecting Existing Development Districts can be obtained at:
http://www.montgomerycountymd.gov/apps/OCP/Tax/map/Existing_DevDistricts.pdf . If the property is located in a Proposed Development District the estimated maximum special assessment or special tax amounts to $ __________________ each year. A map reflecting Proposed Development Districts can be obtained at:

Typically, the Development District Special Tax will increase approximately 2% each July 1. For more information, please contact the Montgomery County Department of Finance at 240-777-8860. FAQ’s regarding Development Districts can be viewed at http://www.montgomerycountymd.gov/apps/OCP/Tax/FAQ.asp .

6. TAX BENEFIT PROGRAMS:
The Property might currently be under a tax benefit program that has deferred taxes due on transfer or may require a legally binding commitment from Buyer to remain in the program, such as, but not limited to:
A. Forest Conservation and Management Program (FC&M): 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/sd/hweb/agtransf.html
C. Other Tax Benefit Programs: Does the Seller have reduced property taxes from any government program? □ Yes □ No. If yes, explain: ____________________________ .

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

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Produced with ZipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48026 www.ziplogix.com Prather Lots
8. RECORDED SUBDIVISION PLAT:
Plats are available at the MNCPC or at the Judicial Center, Room 218, 50 Maryland Avenue, Rockville, MD or at 240-777-9477. In order to obtain a plat you will be required to supply the Lot, Block, Section and Subdivision, as applicable, for the property. Plats are also available online at http://www.montgomeryplanning.org/info/plat_maps.shtml or at www.plats.net. Note: user id = plat0 and password = plat0#.

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

Buyer’s initials: _____ / _____

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

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

OR

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

Buyer’s initials: _____ / _____

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

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

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

Seller represents and warrants to Buyer, broker(s), broker(s’) agents and subagents, intending that they rely upon such warranty and representation, that the property: (Seller to initial applicable line):

_________ / _________ was constructed prior to 1978 OR _________ / _________ was not constructed prior to 1978

OR _________ / _________ the date of construction is uncertain.

If the Property was constructed prior to 1978 or if the date of construction is uncertain, as indicated by Seller’s initial above, Seller and Buyer mutually agree that the requirements of the Act shall apply to the sale of the Property. Seller and Buyer acknowledge that the real estate brokers and salespersons involved in the sale of the Property have no duty to ascertain or verify the date of construction and assume no such duty or responsibility. Seller and Buyer agree, represent and warrant, each unto the other, that no binding and enforceable contract shall be deemed to exist or to have been formed unless the requirements of the Act have been complied with prior to the execution of this Contract by
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:  

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

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

12. HISTORIC PRESERVATION:
Check questionable properties’ status with the Montgomery County Historic Preservation Commission (301-563-3400) or go to http://www.montgomeryplanning.org/historic/index.shtml, 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-NCCPC), whether it means obtaining a written exemption from the Forest Conservation Laws from M-NCCPC 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-NCPCC.

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

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

15. **UNDERGROUND STORAGE TANK:** For information regarding Underground Storage Tanks and the procedures for their removal or abandonment, contact the Maryland Department of the Environment at www.mde.state.md.us

Does the Property contain an unused underground storage tank?

☐ Yes ☑ No ☐ Unknown. If yes, explain when, where and how it was abandoned: _____________________________________________

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

17. **AGRICULTURAL ZONE DISCLOSURE NOTICE:** Sellers of Montgomery County properties that are located in, adjoin or confront an area that is zoned agricultural must make certain disclosures to potential Buyers. These disclosures are contained in GCAAR Form #1361, which must be provided to potential Buyers prior to entering into a Contract for the purchase and sale of a property that is subject to this Agricultural Zone Disclosure requirement.

Additional information can be obtained at http://www.mcmapps.org/notification/agricultural_lands.aspx.

This property ☐ is ☑ is not subject to the Agricultural Zone Disclosure Notice requirements.

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

This property ☐ is ☑ is not subject to a Conservation Easement.

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

This property ☐ is ☑ is not subject to Ground Rent.
20. AIRPORTS AND HELIPORTS: The following list of airports and heliports includes those in Montgomery County and the surrounding area that may be within a five-mile radius of the Property. This list was compiled from data provided by the Washington Airports District Office of the Federal Aviation Administration and was current as of 4/1/07. Buyer should be aware of the fact that most properties in Montgomery County are within five (5) miles of an airport or heliport installation. Refer to the FAA website for a current list: http://www.faa.gov/airports/airport_safety/airportdata_5010.

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

Prince George's County
Citizens Bank Heliport, 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-Burbans Airport, 9401 Ball Road, Ijamsville, MD 21754
Ijamsville Airport, 9701 C. Reihns Ford Road, Ijamsville, MD 21754
Stol-Crest Airfield, 3851 Price's Distillery Road, Urbana, MD 21754

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

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

Virginia
Leesburg Executive, 1001 Sycolin Road, Leesburg, 22075
Loudoun Hospital Center, 224 Cornwall, NW, Leesburg, 22075
Ronald Reagan Washington National Airport, Arlington County 20001
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:
   - www.Lighterfootstep.com
   - www.GoingGreenathome.org

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

Has the home been owner-occupied for the immediate prior 12 months? ☐ Yes ☐ No. If No, the seller must provide the buyer with the required information for that part of the prior 12 months, if any, that the seller occupied the single-family home. Sellers may use GCAAR Form #932 to disclose the utility costs and usage history.

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

Buyer's acknowledgment ___________________ / __________________ (initials)

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

Florence G. Prather 3/26/2015

Buyer

Date

Seller

Date

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Montgomery County Jurisdictional Addendum to the
Listing Agreement for Improved Real Property

The Listing Agreement dated March 25, 2015, Address 19527,19533, Jerusalem Church Terrac
City Poolesville, State MD Zip 20837

between Seller Florence G. Prather and
Broker Charles H. Jamison, Inc. Franklin C. Jamison is hereby
amended by the incorporation of this Addendum, which shall supersede any provisions to the contrary in the Contract.

1. AGENCY:
   A. **Agency Disclosure and Consent for Dual Agency:** Seller acknowledges that the Broker has
      informed Seller of his rights and obligations as defined in forms, “Understanding Whom Real Estate
      Agents Represent” and “Consent for Dual Agency.” Copies attached hereto.
   B. **Ministerial Acts:** Seller agrees that the Agent may perform ministerial acts for the Buyer.
      A “ministerial act” is an act where the Agent assists the Buyer to complete or fulfill a sales contract
      with the Seller and an act that does not involve discretion or the exercise of the Agent’s own judgment.

2. **FAIR HOUSING:** Seller acknowledges that Montgomery County and The State of Maryland require
   that the Property shall be made available to all persons without regard to race, color, religious creed,
   ancestry, national origin, sex, marital status, disability, presence of children, family responsibilities,
   sexual orientation, source of income, age or gender identity.

3. **TRANSFER AND RECORDATION FEES:** There are three taxes payable in Montgomery County when a
   Deed is recorded: 1) the State Recodration Tax; 2) the State Transfer Tax and 3) the Montgomery
   County Transfer Tax.

   Maryland law requires that the cost of these three taxes shall be paid as follows:
   A. If Buyer is not a first time Maryland home buyer*, then such taxes shall be shared equally between
      Seller and Buyer, unless otherwise negotiated in the sales contract.
   B. If Buyer is a first time Maryland home buyer*, then all the transfer and recordation taxes shall be
      paid by the Seller, unless otherwise negotiated in the contract.
   C. If Buyer is a first time Maryland home buyer*, Maryland law states that the rate of the State
      Transfer Tax is reduced to ¾⁄ of the sales price and shall be paid by the Seller.

   *Under Maryland Code §14-104, a first time Maryland home buyer is defined as an individual who has
   never owned in the State residential real property that has been the individual’s principal residence AND the
   residence being purchased will be occupied by the home buyer as their principal residence.

4. **MARYLAND NON-RESIDENT SELLER TRANSFER WITHHOLDING TAX DISCLOSURE:**
   Seller acknowledges, pursuant to Maryland Code §10-912 of the Tax-Property Article, Annotated
   Code of Maryland, that if Seller is:
   1) a non-resident individual of the State of Maryland or is
   2) a non-resident entity which is not formed under the laws of the State of Maryland and is not
      qualified by or registered with the Maryland State Department of Assessments and Taxation to do
      business in the State of Maryland, the deed or other instrument of writing that effects a change of
      ownership to the Property may not be recorded with the clerk of the court for a county or filed with the
      Maryland State Department of Assessments and Taxation unless payment is first made by the Seller
      in an amount equal to:

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Proper Leta

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a) 7.0% of the total payment to a non-resident individual(s) Seller; or  
b) 8.25% of the total payment to a non-resident entity Seller.

UNLESS each Seller:
1) Certifies, in writing, under the penalties of perjury, that the Seller is a resident of the State of Maryland or is a resident entity of the State of Maryland; OR  
2) Presents to the clerk of the circuit court for a county or the Maryland State Department of Assessments and Taxation a certificate issued by the Comptroller of the State of Maryland stating that i) there is no tax due in connection with the sale or exchange of the Property; or ii) a reduced amount of tax is due from the Seller and the reduced amount is collected by the clerk of the circuit court for a county or the Maryland Department of Assessments and Taxation before recording or filing; (NOTE: If Seller intends to obtain a certificate from the Comptroller’s office, Seller should immediately contact the Comptroller at 1-800-MD-TAXES (1-800-638-2937). Obtaining the certificate requires a MINIMUM of at least three (3) weeks); OR  
3) Has satisfied the tax liability or has provided adequate security to cover such liability; OR  
4) Certifies, in writing, under the penalties of perjury, that the Property being transferred is the Seller’s principal residence.

As defined under Maryland law and as used in a) and b) above, the term “Total Payment” means the net proceeds paid to the Seller for the Property and associated tangible personal property, less: 1) debts owed by the Seller and secured by a mortgage or other lien against the Property being paid upon the sale or exchange of the Property and 2) other expenses of the Seller arising out of the sale or exchange of the Property and disclosed on a settlement statement prepared in connection with the sale or exchange of the Property. “Total Payment” includes the fair market value of any property transferred to the Seller.

5. RECEIPT OF INFORMATION AND COMPLETION OF DISCLOSURES: Seller acknowledges Seller’s receipt of and/or completion of the following disclosures and authorizes Broker to make them available to prospective purchasers:
- “Maryland Residential Property Disclosure or Disclaimer Statement”  
- “Information and Disclosure of Lead-Based Paint and Lead-Based Paint Hazards”  
- “Protect Your Family From Lead in Your Home”  
- “Maryland Lead Paint Disclosure and Notice Statement”  
- “Understanding Whom Real Estate Agents Represent”  
- “Consent for Dual Agency”  
- “Government Regulations, Easements and Assessments Disclosure and Addendum”  
- “Inclusions/Exclusions Disclosure”  
- NAR Pamphlet, “What Everyone Should Know About Equal Opportunity in Housing”

6. TERMINATION: This Agreement may be terminated prior to the end of the Listing Period by either party Delivering 7 days advance Notice to the other. In the event Seller terminated this Agreement pursuant to this paragraph Seller shall compensate Broker $0.00.

Company: Charles H. Jamison, Inc.

Seller Florence G. Prather

By: Broker/Supervising Manager (Signature)

Franklin A. Jamison

Broker/Supervising Manager (Print Name)

Listning Agent Franklin C. Jamison

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GCAAR # 909 - Jurisdictional Addendum – MC  
(Previously form # 910C)  
Produced with zipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48026 www.zipLogix.com  
4/2013  
Prather Lots
Agricultural Zone Disclosure Notice

This Notice dated ___________, made by ____________________________ Seller,

regarding property described as: Address ____________________________

City ____________________________ State ____________________________ Zip ____________________________

NOTICE TO BUYER:

Sellers of Montgomery County, MD properties that are located in, adjoin or confront an area that is zoned agricultural must make certain disclosures to potential Buyers, prior to entering into a Contract for the sale and purchase of that property. These disclosures are made in order to advise potential Buyers that existing County and State Laws are intended to discourage owners of real property adjacent to agricultural-zoned land from filing certain lawsuits against an owner or operator of an agricultural use in those areas. For additional information http://www.parksamg.com/notification/agricultural_lands.html. The required disclosure provides;

As required under Montgomery County Code Section 40-12B, you are hereby notified that the State of Maryland and Montgomery County have enacted laws that establish agriculture as the preferred use on land zoned Rural Density Transfer and as a permitted use in other agricultural zones, as defined in Section 59-C-9.1 of the County Code. The property subject to this Contract is located in, adjoins or confronts an area zoned agricultural. Residents and other occupants of property near land in agricultural zones should be prepared to accept effects of usual and customary agricultural operations, facilities and practices, including noise, odors, dust, smoke, insects, operation of machinery, storage and disposal of manure, unusual hours of operation, and other agricultural activities.

Under Maryland law, an agricultural operation is not a nuisance, and a lawsuit may not be successful alleging that an agricultural operation interferes with the use or enjoyment of other property, if the agricultural operation;

1) Has continued for at least one year;
2) Complies with applicable health, environmental, zoning, and permit requirements; and
3) Is not conducted negligently.

County law may provide additional protections for agricultural uses on agricultural-zoned land. For further information contact the Montgomery County Department of Economic Development.

The undersigned Seller has executed this Disclosure for the purpose of advising potential Buyers of the provisions of County Code Section 40-12B.

Florence G. Prather

The undersigned hereby acknowledges receipt of this form prior to signing a Contract for the purchase of this property and further, understands the disclosures made herein.

__________________________________________

Seller

Date

__________________________________________

Buyer

Date

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GCAAR Form #1361 – Agricultural Zone Disclosure

03/2008

Charles H Jamison Inc, 19539 Fisher Ave/PO Box 86 Poolesville, MD 20837
Phone: 301.428.8200 Fax: 301.428.8133
Franklin Jamison
Produced with ZipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48026 www.ziplogix.com

Prather Lots
Understanding Whom Real Estate Agents Represent

At the Time of the First Scheduled Face to Face Contact with You, the Real Estate Licensee Who is Assisting You is Required by Law to Provide this Notice to You. This Notice is Not a Contract or Agreement and Creates No Obligation on Your Part.

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

In this form "seller" includes "landlord"; "buyer" includes "tenant"; and "purchase" or "sale" includes "lease"

Agents Who Represent the Seller

Seller’s Agent: A seller’s agent works for the real estate company that lists and markets the property for the sellers and exclusively represents the sellers. That means that the Seller’s agent may assist the buyer in purchasing the property, but his or her duty of loyalty is only to the sellers.

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

If you are viewing a property listed by the company with whom the agent accompanying you is affiliated, and you have not signed a "Consent for Dual Agency" form, that agent is representing the seller.

Agents Who Represent the Buyer

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

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

Buyer’s Agent (by written agreement): A buyer may enter into a written contract with a real estate agent which provides that the agent will represent the buyer in locating a property to buy. The agent is then known as the buyer’s agent. That agent assists the buyer in evaluating properties and preparing offers, and negotiates in the best interests of the buyer. The agent’s fee is paid according to the written agreement between the agent and the buyer. If you as a buyer wish to have an agent represent you, you must enter into a written buyer agency agreement before a contract offer can be prepared.

Dual Agents

The possibility of dual agency arises when the buyer’s agent and the seller’s agent both work for the same real estate company, and the buyer is interested in property listed by that company. The real estate broker or the broker’s designee, is called the "dual agent." Dual agents do not act exclusively in the interests of either the seller or buyer, and therefore cannot give undivided loyalty to either party. There may be a conflict of interest because the interests of the seller and buyer may be different or adverse.

If both seller and buyer agree to dual agency by signing a Consent For Dual Agency form, then the "dual agent" (the broker or the broker’s designee) will assign one agent to represent the seller (the seller’s "intra-company agent") and another agent to represent the buyer (the buyer’s "intra-company agent"). Intra-company agents may provide the same services to their clients as exclusive seller’s or buyer’s agents, including advising their clients as to price and negotiation strategy, provided the clients have both consented to be represented by dual agency.
If either party does not agree to dual agency, the real estate company must withdraw the agency agreement for that particular property with either the buyer or seller, or both. If the seller's agreement is terminated, the seller must then either represent him or herself or arrange to be represented by an agent from another real estate company. If the buyer's agreement is terminated, the buyer may choose to enter into a written buyer agency agreement with an agent from a different company. Alternatively, the buyer may choose not to be represented by an agent of his or her own but simply to receive assistance from the seller's agent, from another agent in that company, or from a cooperating agent from another company.

No matter what type of agent you choose to work with, you have the following rights and responsibilities in selling or buying property:

> Real estate agents are obligated by law to treat all parties to a real estate transaction honestly and fairly. They must exercise reasonable care and diligence and maintain the confidentiality of clients. They must not discriminate in the offering of properties; they must promptly present each written offer or counteroffer to the other party; and they must answer questions truthfully.

> Real estate agents must disclose all material facts that they know or should know relating to a property. An agent's duty to maintain confidentiality does not apply to the disclosure of material facts about a property.

> All agreements with real estate brokers and agents should be in writing and should explain the duties and obligations of both the broker and the agent. The agreement should explain how the broker and agent will be paid and any fee-sharing agreements with other brokers and agents.

> You have the responsibility to protect your own interests. You should carefully read all agreements to make sure they accurately reflect your understanding. A real estate agent is qualified to advise you on real estate matters only. If you need legal or tax advice, it is your responsibility to consult a licensed attorney or accountant.

Any complaints about a real estate agent may be filed with the Real Estate Commission at 500 North Calvert Street, Baltimore, MD 21202. (410) 230-6206.

We, the □ Sellers/Landlord □ Buyers/Tenants acknowledge receipt of a copy of this disclosure and that ____________________________ (firm name)
______________________________ (salesperson) are working as:

[ ] seller/landlord's agent
[ ] co-operating agent (representing seller/landlord)
[ ] buyer's/tenant's agent
[ ] intra-company agent/dual agent (CHECK BOX ONLY IF CONSENT FOR DUAL AGENCY FORM HAS BEEN SIGNED)

______________________________  ________________________________
Signature Date

* * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * *

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

Name of Individual to whom disclosure made

Agent's Signature

(Date)

Name of Individual to whom disclosure made

GCAAR Form # 1003 - Understanding Whom Real Estate Agents Represent
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Prather Lots