







Inclusions/Exclusions Disclosure and Addendum (Required for use with GCAAR Sales Contract)

Property Address: 301 Springbrook Drive, Silver Spring, Md 20904

PART I, <u>INCLUSIONS/EXC</u>	LUSIONS DISCLOSURE
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Personal Property and Fixtures: The P	roperty includes the follo	waing nervoual property and fixtures, if	existing built in heating and
central air conditioning equipment, plum screens, installed wall-to-wall carpeting components, smoke and heat detectors, items is noted. Unless otherwise agreed to items marked YES below convey. Yes No # Items Alarm System Built-in Microwave Ceiling Fan Central Vacuum Clothes Dryer Clothes Washer Cooktop Dishwasher Disposer Electronic Air Filter Fireplace Screen/Door	bing and lighting fixture, window shades, blind IV antennas, exterior tree to herein, all surface or vice to herein and the herein to herein the herein th	es, sump pump, attic and exhaust fans, is, window treatment hardware, mount ses and shrubs. If more than one of an wall mounted electronic components/dessec Yes No # zer (separate) ace Humidifier ge Opener mote Log Tub, Equip, & Cover	storm windows, storm doors ting brackets for electronics item conveys, the number of
LEASED ITEMS Any leased items, systems or service con	ntracts (including but no	ot limited to, fuel tanks, water treatme	nt systems, lawn contracts,
LEASED ITEMS Any leased items, systems or service consecurity system monitoring, and satellite c	ontracts) DO NOT CON	ot limited to, fuel tanks, water treatme VEY absent an express written agreeme	ent systems, lawn contracts, ent by Buyer and Seller. The
LEASED ITEMS Any leased items, systems or service corsecurity system monitoring, and satellite c	ontracts) DO NOT CON	ot limited to, fuel tanks, water treatme VEY absent an express written agreeme	ent systems, lawn contracts, ant by Buyer and Seller. The
LEASED ITEMS	ontracts) DO NOT CON n the Property: this checklist disclosing s.	VEY absent an express written agreeme	nt by Buyer and Seller. The
LEASED ITEMS Any leased items, systems or service consecurity system monitoring, and satellite confollowing is a list of the leased items within Seller certifies that Seller has completed to	ontracts) DO NOT CON n the Property: this checklist disclosing	VEY absent an express written agreeme	nt by Buyer and Seller. The
LEASED ITEMS Any leased items, systems or service consecurity system monitoring, and satellite confollowing is a list of the leased items within Seller certifies that Seller has completed to information available to prospective buyers. Lather J. D. H.	ontracts) DO NOT CON n the Property: this checklist disclosing s.	VEY absent an express written agreeme what conveys with the Property and give	ves permission to make this
LEASED ITEMS Any leased items, systems or service consecurity system monitoring, and satellite of following is a list of the leased items within Seller certifies that Seller has completed to information available to prospective buyers Lather Joughty Seller Catherine Joughty	ontracts) DO NOT CON in the Property: this checklist disclosing is. 3 1/17 Date	VEY absent an express written agreeme	nt by Buyer and Seller. The
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LEASED ITEMS Any leased items, systems or service consecurity system monitoring, and satellite confollowing is a list of the leased items within Seller certifies that Seller has completed to information available to prospective buyers. Lather Doughty PART II, INCLUSIONS/EXCLUSIONS The Contract of Sale dated and B	ontracts) DO NOT CON in the Property: this checklist disclosing is. 3 Date SADDENDUM between inyer	VEY absent an express written agreeme what conveys with the Property and give Seller Michael H Long Seller Catherine J Doughty, 1	wes permission to make this J Zol Date
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GCAAR #911 - Inclusions/Exclusions

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10/2015









Lead Paint - Federal Disclosure of Lead-Based Paint and Lead-Based Paint Hazards for SALES

(Required for the SALE of all properties in the U.S. with any existing part built prior to 1978)

	PROPERTY ADDRESS: 301 Springbrook Drive, Silv	ver Spring, Md 20904
	There are parts of the property that still exist that were built prior : Construction dates are unknown. If any part of the property was const	to 1978 OR No parts of the property were built prior to 1978 OR tructed prior to 1978 or if construction dates are unknown, this disclosure
	is required. If the entire property was built in 1978 or later, this disclos	aire is not required.
	lead poisoning. Lead poisoning in young children may produce permane quotient, behavioral problems, and impaired memory. Lead poisoning as residential real property is required to provide the buyer with any information.	any interest in residential real property on which a residential dwelling was ead from lead-based paint that may place young children at risk of developing ant neurological damage, including learning disabilities, reduced intelligence so poses a particular risk to pregnant women. The seller of any interest in ation on lead-based paint hazards from risk assessments or inspections in the tards. A risk assessment or inspection for possible lead-based paint hazards is
	SELLER'S DISCLOSURE:	BUYER'S ACKNOWLEDGMENT:
	(A) Presence of lead-based paint and/or lead-based paint hazards	(Buyer to initial all lines as appropriate)
	Known lead-based paint and/or lead-based paint hazards are present in the housing (explain):	(C) Buyer has read the Lead Warning Statement above.
	OR Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.	(D) Buyer has read Paragraph B and acknowledges receipt of copies of any information listed therein, if any.
	(B) Records and reports available to the Seller:	(E) Buyer has received the pamphlet Protect
	Seller has provided Buyer with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list	Your Family From Lead in Your Home (required). (F)/ Buyer has (check one below):
	documents below): OR Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.	 Received a l0-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; OR Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.
	AGENT'S ACKNOWLEDGMENT: (Agent to initial) Agent has informed the Seller of the Seller's obligations un (G) responsibility to ensure compliance.	
i	CERTIFICATION OF ACCURACY: The following parties have reviewed information provided by the signatory is true and accurate.	I the information above and certify, to the best of their knowledge, that the
\ \ \ \ \	Seller Date Catherine J Doughty 3 21 2017	Buyer Date
	Seller Date Date Of Charles N	Buyer Date
	Agent for Seller, if any Lilen Sandler/Susan Berger	Agent for Buyer, if any Date
P	aint Sales Disclosure - MC & This Recommended Form is the property of the G	a Association of REALTORS®, Inc. 2/2016 iteater Capital Area Association of REALTORS®, Inc. Previous editions of this Form should be destroyed.
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EVERS & CO REAL ESTATE INC, 4400 JENIFER ST NW STE 1 WASHINGTON, DC 20015 Susan Berger Produced with zipForm® by zipLogix 1807







MARYLAND LEAD POISONING PREVENTION PROGRAM DISCLOSURE

301 Springbrook Drive Property Address: <u>Silver Spring, Md 20904</u>	
MARYLAND LEAD POISONING PREVENTION PROGRAM DISCLOSURE: Under the Maryland Lead Pois Prevention Program (the "Maryland Program"), any leased residential dwelling constructed prior to 1978 is required registered with the Maryland Department of the Environment (MDE). Detailed information regarding complements may be obtained at: http://www.mde.state.md.us/programs/Land/LeadPoisoningPrevention/Pages/index.	to bi
Seller hereby discloses that the Property was constructed prior to 1978;	
AND	
The Property/is or/is not egistered in the Maryland Program (Sell-Initial applicable line).	ler to
2. If the Property was constructed prior to 1978 and Buyer intends to lease the Property effective immediately folio settlement or in the future, Buyer is required to register the Property with the Maryland Department of the Environs within thirty (30) days following the date of settlement or within thirty (30) days following the conversion of the Proper rental property as required by the Maryland Program. Buyer is responsible for full compliance under the Maryland Program, including but not limited to, registration; inspections; lead-paint risk reduction and abatement procedurement of all fees, costs and expenses; and the notice requirements to tenants.	ment rty to
3. If the Property is registered under the Maryland Program as indicated above, Seller further discloses to Buyer that event as defined under the Maryland Program (including, but not limited to, notice of the existence of lead-based placet or notice of elevated blood lead levels from a tenant or state, local or municipal health agency) (Seller to Inapplicable line) has; or has not occurred, which obligates Seller to perfeither the modified or full risk reduction treatment of the Property as required under the Maryland Program. If an event occurred that obligates Seller to perform either the modified or full risk reduction treatment of the Property, Seller her discloses the scope of such treatment as follows:	paint <i>nitial</i> form
If such event has occurred, Seller (Seller to initial applicable line) / will; OR/ will; OR/ will; OR/ ACKNOWLEDGEMENT: Buyer acknowledges by Buyer's initials that Buyer has read and understands the abelian agraphs/ (BUYER)	
CERTIFICATION OF ACCURACY: The following parties have reviewed the information above and certify, to the best their knowledge, that the information they have provided is true and accurate.	t of
Seller Date Buyer Date Dayer	ate
Catherine J Doughty	
Seller Date Buyer Da	
Michael & Long While Democratic W	ate
Seller's Agent Date Buyer's Agent Date Ellen Sandler/Susan Berger	rte
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Phone: 202-364-1700x-102

Pax:202-537-0160

long









Regulations, Easements and Assessments (REA) Disclosure and Addendum

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

•	The Contract of Sale dated	, Address _	301	. Springt	rook Drive	<u>. </u>
	City Silver Spring					
	Seller <u>Cather</u>					
	Buyer					
2	mended by the incorporation of this Adden	dum, which shall supersede				•
b ii P ri ar p	Notice to Seller and Buyer: This Disclosure of the prior to making a purchase offer an aformation contained herein is the representance of this Agreement are fights or obligations of the parties. Please being the discrepance of the parties. Please being th	are/Addendum to be completed will become a part of the centation of the Seller. The centation of the Seller. The centation of the Seller. The centation of the seller and reference advised that web site addressement or assessment, infection of the information contains by be obtained by contacting a part of the seller. The seller is the seller information contains the seller information contains and the seller information commission of the seller information commission contacting and planning Commission contacting commission contacting commission contacting commission contacting commission contacting	ted by the Seies aless contraction tent in this ce only, and is sees, personned in this formation shows that and web lile, MD, 2083 311.com sign (M-NC)	iller shall be tot for the sis form is so in no way el and teleporm. When the sites of app 50. Main Top PPC), 8787	e available to sale of the Protest all-inclusing define or limit bhone number in doubt refied with the propriate authelephone Num of Georgia Ave	prospective coperty. The ive, and the it the intent, s do change garding the appropriate orities: aber:
1.		de Maryland Residential Pro ntial Property Disclosure Ac	perty Disclos	Sure and D	risclaimer Stat	tement. Is
2.	SMOKE DETECTORS: Pursuant to Malarms. Requirements for the location of matrix of the requirements see: www.mont In addition, Maryland law requires the current (AC) electric service. In the event NOT provide an alarm. Therefore, the I smoke detector. Maryland law require alarms with tamper resistant units incompared to the service of t	Montgomery County Code, the alarms vary according tgomerycountymd.gov/mcfrs-in following disclosure: This of a power outage, an altern Buyer should obtain a duales by 2018 the replacement	the Seller is to the year the fo/resources/file residential of ating current (powered smooth of all BAT	required to e Property les/laws/sme lwelling un (AC) power lke detecto	o have worki was construct okealammatrix nit contains a red smoke det or or a battery	ng smoke ted. For a 2013.pdf. Iternating
3.	MODERATELY-PRICED DWELLING Program in Montgomery County or the operary of initial offering: and Seller should contact the appropriate jethe Property.	If initial offering	is after Marc	, Seller sha h 20-1920	all indicate m	onth and
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3.

	4.	RADON DISCLOSURE: Effective October 1, 2016, a radon test must be performed on or before Settlement of "Single Family Home" in accordance with Montgomery County Code Section 40-13C (see http://www.montgomerycountymd.gov/dep/air/radon.html for details) A Single Family Home means a single family detached or attached residential building. Single Family home does not include a residential unit that it part of a condominium regime or a cooperative housing corporation. The Seller of a Single Family Home (unless otherwise exempt below) is required to provide the Buyer, on or before Settlement Date, a copy of radon test result performed less than one year before Settlement Date, or to permit the Buyer to perform a radon test, but regardless, radon test MUST be performed.
		Is Seller exempt from the Radon Test disclosure? Yes No. If yes, reason for exemption:
		 Exemptions: a. Property is NOT a "Single Family Home" b. Transfer is an intra family transfer under MD Tax Property Code Section 13-207 c. Sale is by a lender or an affiliate or subsidiary of a lender that acquired the home by foreclosure or deed in lieu of foreclosure d. Sale is a sheriff's sale, tax sale or sale by foreclosure, partition or by a court appointed trustee e. A transfer by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship or trust. f. A transfer of a home to be converted by the buyer into a use other than residential or to be demolished
		If not exempt above, a copy of the radon test result is attached Yes No. If no, Seller will provide the results of a radon test in accordance with Montgomery County Code Section 40-13C unless the Contract includes a radon contingency. If Buyer elects not to or fails to perform a radon test, the Seller is mandated to perform the test and provide the results to the Buyer on or before Settlement Date.
		NOTE: In order to request Seller to remediate, a radon contingency must be included as part of the Contract.
	5. A.	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, or visit http://permittingservices.montgomerycountymd.gov/DPS/general/Home.aspx . For well and/or septic field locations, visit http://permittingservices.montgomerycountymd.gov/DPS/online/eInformationRequest.aspx , or for homes built before 1978, request an "as built" drawing in person using DPS's "Septic System Location Application" form. Homes built prior to 1960 may be filed on microfiche, and, if outside a subdivision, the name of the original owner may be required. An original owner's name can be found among the Land Records at the County Courthouse. Allow two weeks for the "as built" drawing. Categories: To confirm service area category, contact the Montgomery County Department of Environmental Protection ("DEP") Watershed Management Division or visit waterworks@montgomerycountymd.gov . Water: Is the Property connected to public water? Yes X 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:
	В.	Sewer: Is the Property connected to public sewer system? X 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: Categories: The water and sewer service area category or categories that currently apply to the Property is/are (if known) . This category affects the availability of water and sewer service as follows (if known)
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	ען	 Recommendations and Pending Amendments (if known): 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
	6.	CITY OF TAKOMA PARK: If this property is located in Takoma Park, the Takoma Park Sales Disclosure must be attached. See GCAAR Takoma Park Sales Disclosure - Notice of Tree Preservation Requirements and Rental Housing Laws.
4	7.	HOMEOWNER'S, CONDOMINIUM OR COOPERATIVE ASSOCIATION ASSESSMENTS: The Property is located in a Homeowners Association with mandatory fees (HOA) (refer to GCAAR HOA Seller Disclosure / Resale Addendum for MD, attached), and/or Condominium Association (refer to GCAAR Condominium Seller Disclosure / Resale Addendum for MD, attached) and/or Cooperative (refer to GCAAR Co-operative Seller Disclosure / Resale Addendum for MD & DC, attached) and/or Other (ie: Homeowners Association/ Civic Association WITHOUT dues):
->	8.	UNDERGROUND STORAGE TANK: For information regarding Underground Storage Tanks and the procedures for their removal or abandonment, contact the Maryland Department of the Environment or visit www.mde.state.md.us Does the Property contain an UNUSED underground storage tank? Yes No Unknown. If yes, explain when, where and how it was abandoned: Switched to propage in 2014.
	9.	DEFERRED WATER AND SEWER ASSESSMENT:
->	•	A. Washington Suburban Sanitary Commission (WSSC) or Local Jurisdiction: Are there any potential Front Foot Benefit Charges (FFBC) for which the buyer may become liable which do not appear on the attached property tax bills? Yes No If yes, EITHER the Buyer agrees to assume the future obligations and pay future annual assessments in the amount of \$, OR Buyer is hereby advised that a schedule of charges has not yet been established by the water and sewer authority, OR a local jurisdiction has adopted a plan to benefit the property in the future.
->		B. Private Utility Company: Are there any deferred water and sewer charges paid to a Private Utility Company which do NOT appear on the attached property tax bills? Yes No. If yes, complete the following:
•		EFFECTIVE OCTOBER 1, 2016: NOTICE REQUIRED BY MARYLAND LAW REGARDING DEFERRED WATER AND SEWER CHARGES
		This property is subject to a fee or assessment that purports to cover or defray the cost of installing or maintaining during construction all or part of the public water or wastewater facilities constructed by the developer. This fee or assessment is \$ payable annually in (month)
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Ū	mtil	(date) to	(name and address)
b	which may be ascertained	by contacting the lienholder. T leach owner of this property, a	prepayment or a discount for early prepayment his fee or assessment is a contractual obligation and is not in any way a fee or assessment imposed
ľ	f a Seller subject to this di	sclosure fails to comply with the	provisions of this section:
C	all deposits paid on ac		escind the contract and to receive a full refund of ght of rescission shall terminate 5 days after the with this section
(2	2) Following settlement, assessment.	the Seller shall be liable to the	Buyer for the full amount of any open lien or
	CIAL PROTECTION AR		
and a desig	a map detailing protected ar	eas. To determine if a particular p	<u>q.shtm</u> for an explanation of the "SPA" legislation roperty (which is located close to protected areas as a "SPA," contact: spa@mncppc-mc.org , or call
quality of County l A. Existi	measures and certain rest law, Special Protection Ar- ing water resources, or otl	rictions on land uses and imper ea (SPA) means a geographic are er environmental features direc	ction Area? Yes X No. If yes, special water rvious surfaces may apply. Under Montgomery ea where: tly relating to those water resources, are of high
B. Propo specia SPA		aten the quality or preservation	of those resources or features in the absence of rdinated with appropriate land use controls. An
(2) th (3) a (4) a	ne Comprehensive Water S watershed plan; or resolution adopted after a	Supply and Sewer System Plan; t least fifteen (15) days' notice ar	
containe informat	d in Sections A and B b tion is available from th	efore Buyer executed a contra-	er has disclosed to the Buyer the information of for the above-referenced Property. Further ad-National Capital Area Park and Planning
Commiss	sion (M-NCPPC).		
Buyer		Buyer	

11. PROPERTY TAXES:

Each property in Montgomery County, MD is assessed for annual real property taxes based on several different components. A copy of the tax bill will reflect which categories and components are applicable to this Property, including, whether the Property is located in a municipality, a special taxing district, a development district, a proposed development district, and/or whether this Property is subject to a special area tax or any WSSC front foot benefit charges. Definitions and explanations of each of these categories can be obtained at the Montgomery County Department of Finance website in the "Frequently Asked Questions" section located at

www.montgomerycountymd.gov/apps/tax 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.

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240-777-9477. In order to applicable, for the property	ON PLAT: NCPPC or at the Judicial Center, Room 218, 50 Maryland Avenue, Rockville, MD or at obtain a plat you will be required to supply the Lot, Block, Section and Subdivision, a plats are also available online at http://www.montgomeryplanning.org/info/plat maps.shtn ers shall check ONE of the following:
	A. <u>Unimproved Lot and New Construction</u> : If the Property is an unimproved lot or a newly constructed house being sold for the first time, the Buyer shall be provided a copy of the recorded subdivision plat prior to entering into a contract. Buyer hereby acknowledges receipt of a copy of the recorded subdivision plat.
	OR
/ Buyers' Initials	B. Resale/Acknowledged Receipt: If the Property is not an unimproved lot or a newly constructed house (i.e. resale), the Buyer may, in writing, waive receipt of a copy of such plat at the time of execution of the Contract, but shall, prior to or at the time of Settlement, be provided with a copy of the subdivision plat. The subdivision plat is not intended as a substitute for examination of title and does not show every restriction and easement. Buyer hereby acknowledges receipt of a copy of the recorded subdivision plat.
	OR
	C. Resale/Waived Receipt: For Resale properties only, 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.
15 ACDICUUTUDAI DESE	RVE DISCLOSURE NOTICE:
This Property ☐ is is disclosures are contained in buyers prior to entering interest Reserve Disclosure requires	not subject to the Agricultural RESERVE Disclosure Notice requirements. These in GCAAR Agricultural Zone Disclosure Notice, which must be provided to potential to a contract for the purchase and sale of a property that is subject to this Agricultural ment. Additional information can be obtained at tification/agricultural_lands.aspx .
Conservation Easement. See	G CONSERVATION EASEMENTS: This property is is not subject to a eGCAAR Conservation Easements Addendum. See org/environment/forest/easements/easement_tool.shtm for easement locator map.
17. GROUND RENT: This property is is is n	ot subject to Ground Rent. See Property Subject to Ground Rent Addendum.
(301-563-3400) or go to	

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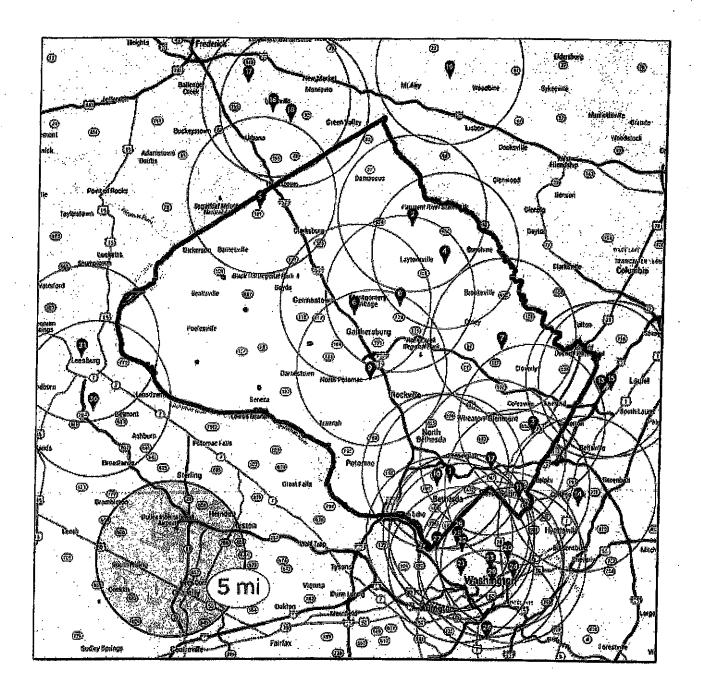
- City of Rockville: Potential buyers of property located in the City of Rockville should be advised that structures that are 50 years old or older, or which may be otherwise significant according to criteria established by the Rockville Historic District Commission, should be notified prior to purchase 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.
- City of Gaithersburg: Montgomery County Code §40-12A has been adopted by the City of Gaithersburg at City Code §2-6.
- c. Other: Contact the local municipality to verify whether the Property is subject to any additional local ordinance

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

19. MARYLAND FOREST CONSERVATION LAWS:

- A. Forest Conservation Law: The Buyer is notified that the cutting, clearing, and grading of more than 5,000 square feet of forest or any champion tree on the Property is subject to the requirements of the Forest Conservation Law. The Buyer is required to comply with the Forest Conservation Law, Chapter 22A of the Montgomery County Code. In order to assure compliance with the law, the Buyer is notified of the need to contact the Countywide Environmental Planning Division of the Maryland-National Capital Park and Planning Commission (M-NCPPC), whether it means obtaining a written exemption from the Forest Conservation Laws from M-NCPPC or obtaining approval of a Natural Resource Inventory/Forest Stand Delineation Plan, Forest Conservation Plan, or Tree Save Plan prior to cutting, clearing, and grading of more than 5,000 square feet of forest, obtaining a grading or sediment control permit, or developing the Property. Further, Seller represents and warrants that no activities have been undertaken on the Property in violation of the Forest Conservation Law and that if such activities have occurred in violation of the applicable law, that Seller has paid all of the penalties imposed and taken all of the corrective measures requested by M-NCPPC.
- B. Forest Conservation Easements: Seller represents and warrants that the Property [is [X] is not currently subject to a recorded Category I or Category II Forest Conservation Easement, Management Agreement or an approved Forest Conservation Plan, Tree Save Plan, or any other plan requiring the protection of natural areas, or any other pending obligation binding the owner of the Property under Forest Conservation Law requirements. If the Property is encumbered by any such easement or plan, attach a copy of the plat or recorded document (if available).
- 20. 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 6/1/2015. 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.

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MONTGOMERY COUNTY

- Walter Reed National Medical Center Heliport, 8901 Rockville Pike, Bethesda, MD 20889
- Davis Airport, 7200 Hawkins Creamery Road, Laytonsville, MD 20879
- Dow Jones & Company, Inc., 11501 Columbia Pike, Silver Spring, MD 20904
- 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

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	MD 20879 9. Shady Grove Adventist Hospital, 9901 Medical Center Drive,	19. Walters Airport, 7017 Watersville Road, Mt.	. Airy, MD 21771
	Rockville, MD 20850 10. Suburban Hospital, 8600 Old Georgetown Road, Bethesda, MD	DISTRICT OF COLUMBIA	
	20814	20. Children's National Medical Center, 111 20010	-
	 Washington Adventist Hospital, 7600 Carroll Avenue, Takona Park, MD 20912 	Washington Hospital Center, 110 Irving Stre 21. Georgetown University Hospital, 3800 Reser	et, NW, 20010
	12. Holy Cross Hospital, 1500 Forest Glen Road, Silver Spring, MD,	 Metropolitan Police, Dist. 2, 3320 Idaho Aye 	pue, NW, 20007
	20910	 Metropolitan Police, Dist. 3, 1620 V Street, N Michael R. Nash, 50 Florida Avenue, NE 200 	IW, 20007 ·
	PRINCE GEORGE'S COUNTY	25. National Presbyterian Church, 4101 Nebrask	(a Avenue, NW, 20016
	 Citizens Bank Helipad, 14401 Sweitzer Lane, Laurel, MD 20707 College Park, 1909 Cpl Frank Scott Drive, College Park, MD 20740 	 Sibley Memorial Hospital, 5255 Loughboro R Steuart Office Pad, Steuart Petroleum Co., 	load, NW, 20016 4640 40th Street, NW
	 The Greater Laurel Beltsville Hospital, 7100 Contee Road, Laurel, MD 20707 	20016	-
		28. Washington Post, 1150 15th Street, NW, 2001	. f
	FREDERICK COUNTY 16. Faux-Burharus Airport, 9401 Ball Road, Ijamsville, MD 21754	VIRGINIA 29. Ronald Reagna Washington National Air	mort Adhida - Carre
	17. Ijamsville Airport, 9701 C. Reichs Ford Road, Ijamsville, MD 21754	20001	
	18. Stol-Crest Airfield, 385! Price's Distillery Road, Urbana, MD 21754	 Leesburg Executive, 1001 Sycolin Road, Lees Loudoun Hospital Center, 224 Cornwall, NW. 	burg, 22075 , Leesburg, 22075
	21. ENERGY EFFICIENCY DISCLOSURE NOTICE: Be	efore signing a contract for the sale of a si	ngle-family home
	(single-family attached, including condominiums or deta	ched residential building), Sellers of Mo	ntgomery County
	properties must provide Buyers with the following:	·	- ,
	A. Information Disclosure: Information about home	nergy efficiency improvements, includi-	ng the benefit of
	conducting a home energy audit. Buyers should visit to		:
	_ ·	w.Lighterfootstep.com	
	www.Energystar.gov/homeperformance www	w.Goinggreenathome.org	
	B. Usage History: Has the home been owner-occupie	d for the immediate prior 12 months	. [□ 37 ₊₊
	If property has been owner-occupied for any part of	the neet 12 months. Soller must provide.	Yes No
	gas and home heating oil bills OR cost and usage his	tory for the single-family home for that the	ma Sollara more
	use GCAAR Utility Cost and Usage History Form to	disclose the utility costs and usage history	nuc. Seners may
		The state of the s	•
	By signing below, Seller acknowledges he has carefully ex	amined this form, and that the informat	ion is complete,
	accurate, and current to the best of his knowledge at the time	of entering into a contract. Buyer agrees	he has read this
	Addendum carefully and understands the information that has be	peen disclosed.	
	1		
	I lad 12 3/1/7		
	10 10 10 10 10 10 10 10 10 10 10 10 10 1	Davis	
	Seller Date Catherine J Doughty	Buyer	Date
	7		
	/ Mut Lan 3/21/2019		
4	Seller Date	Ruivar	
	Michael H Long	Buyer	Date
	wrender n nond		

CARROLL COUNTY

8. Montgomery County Airpark, 7940 Airpark Road, Gaithersburg,

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GCAAR # 900 - REA Disclosure

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1/2017









MARYLAND RESIDENTIAL PROPERTY DISCLOSURE AND DISCLAIMER STATEMENT

Property Address: 301 Springbrook Drive, Silver Spring, Md 20904

Legal Description: 1ot 8 Block/Square E

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 §10-702:

- 1. The initial sale of single family residential real 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:
- A transfer that is exempt from the transfer tax under §13-207 of the Tax-Property Article, except land installment contracts of sales under §13-207(a) (11) of the Tax-Property Article and options to purchase real property under §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
- 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 use other than residential use or to be demolished; or
- 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, including latent 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.

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GCAAR Form #912 - MD - Property Disclosure/Disclaimer (Formerly # 1301J/K)

Page I of 4

8/30/13

How long have you ov	vned the proper	ty? Shee	4/2004		···	
Property System: Wa	iter, Sewage, E	teating & Air Conditi	oning (Answer al	I that apply)		
Water Supply	D Public	Ĵ ≧ Well	Other		<u></u>	
Sewage Disposal	Public Public	1 Well ☐ Septic System	em approved for	(# bedroo	oms) Other Type	·····
Garbage Disposal	Mary Yes	∟ No				
Dishwasher Wasting	Yes	No Notural Con	Ck Tilonamia	152 TY Thursday	A	Man Propose
Heating Air Conditioning	D Oil D Oil	Natural Gas Natural Gas	Electric Electric	Iz Heat rump	Age	Other Propane
Hot Water	i oi		Electric Capaci	ricai ruinp ito A	Agc	Other
2200 17 9002	ALC - A-		A CONTRACTOR OF THE CONTRACTOR	**		
Please indicate you	ur actual kn	owledge with resp	ect to the follo	wing:		
Foundation: Any se Comments:	ttlement or othe	er problems? 📮 Yes	No	_ U	nknown	
				•	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	
2. Basement: Any leak	s or evidence c	f moisture? 🔲 Yes	, 🔯 No	📮 ប	nknown	Does Not Apply
2. Basement: Any leak Comments: ## # # # # # # # # # # # # # # # # #	stalled su	mp pumps, exte	inion drain	s connecte	h to French	drains.
3. Roof: Any leaks or	evidence of mo	isture?	ľάιΝο	□ U	nknown	
Comments:	· Shingle	Age	nKhowh			
Is there any ex	xisting fire retai	dant treated plywood?	Ti Vec	□ No	Unknown	
Comments:			4 100	1 ₀ 2 140	Z ORRIOWII	******
4. Other Structural Sys	tems, including	exterior walls and floo	ors:			
Comments:						·
		erwise)? 🔲 Yes	📮 No	🛄 Մո	iknown	
Comments:	 					
5. Plumbing System: Is Comments:			X Yes	☐ No	☐ Unknown	· · · · · · · · · · · · · · · · · · ·
6. Heating Systems: Is Comments:			•	☐ No	☐ Unknown	
Is the system i	n operating con	dition?	X Yes	[] No	Unknown	·
Is the system i Comments:	furnic	is. Thermos	tats for 1	wer zona	<u> </u>	
7. Air Conditioning Sys					Unknown	Door Not Analy
Comments:			d 100/1131 /= 1	CO 40110	- Olkhown	Does Not Apply
Is the system in Comments:	n operating con	dition? Yes	No UU	nknown [Does Not Apply	
O T22-4-1- Chanter A		1				
8. Electric Systems: Arc	there any prof		ses, circuit breake	rs, outlets or wi	ring?	
Comments:	No No	☐ Unknown				
8A. Will the smoke alar	ms nrovide an	alarm in the event of	a nower outoge?	iΣiv _{os} Γ	⊒ No	
Are the smoke alarms of				yaa 163 4	⊒ NO	
If the smoke alarms are				unite incornare	ting a cilence/huc	h hystern which was
long-life batteries as rec	mired in all M	arviand Homes by 20	18? 📮 Yes	No	unig a siicace/mus	u Danou, which use
		out Lont have				
			- J ***	,,		
9. Septic Systems: Is the	e septic system	functioning properly?	☐ Yes	□ No	☐ Unknown	Does Not Apply
		ped? Date		Unknown	- OHMIOWE	France Mor Wibith
~	<u> </u>	7				

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	mments:	water tra	cellent	h water supply? _well_water.	☐ Yes	M No	្នាប	nknown
			atment sys		☐ No	Ū U	nknown	
Co		prinkler sy			PTL 32			
	rne sp 	unister sy	/stem:	Yes	☐ No	ii U	nknowa	Does Not Apply
		systems	in operation	ng condition?	☐ Yes	□ No	(T) 116	ıknown
Co	nments:	-	-				L 0	ignown
•								
11.	Insulation:		_		r			
	inexterior wa		Tage Yes	🖸 No	🖾 Unknown			
	n ceiling/atti	c?	Yes Yes	🗓 No	[I Introduce	j	4	
	nany other a	reas?	Yes Yes	☐ No	Where?	erawl	spall	
Con	ments:						U	
Com	ments:	ha ve	Caver:	in good repair?	X Yes	⊒ No	Unknown	l
0011	11()11();							<u> </u>
13. V	/ood-destroyi	ng insect	s: Any info	estation and/or pric	or damage?	l'es	Ď X No	Unknown
Com	nents:							
	Any trea	ments or	repairs?			Unknown		
۳a-m.	nents:	IZ A rep	too.	Yes Yes	No [Unknown		

16. Are there any zoning violations, nonconforming uses, violation of building restrictions or setback requirements or any recorded or

16A. If you or a contractor have made improvements to the property, were the required permits pulled from the county or

18. Is the property subject to any restriction imposed by a Home Owners Association or any other type of community association?

Does Not Apply

Unknown If yes, specify below

No.

Unknown

Unknown If yes, specify below

a business without Had permission. Cannot add buildings without

Cannot subdivide property without Had permission. See Covenai ☐ No Unknown permissim. 19. Are there any other material defects, including latent defects, affecting the physical condition of the property? 🛛 Yes □ No Unknown Comments:

☐ Unknown

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GCAAR Form #912 - MD - Property Disclosure/Disclaimer (Formerly # 13011/K)

unrecorded easement, except for utilities, on or affecting the property?

□ No

Comments:

Comments:_

District?

Comments:

If yes, specify below Comments:

local permitting office? [] Yes

Page 3 of 4

8/30/13

NOTE: Owner(s) may wish to disclose the con RESIDENTIAL PROPERTY DISCLOSURE STAT	dition of other buildings on the property on a separate EMENT.
is complete and accurate as of the date signed. The of their rights and obligations under §10-702 of the I	ed this statement, including any comments, and verify that it owner(s) further acknowledge that they have been informed Maryland Real Property Article.
Owner & lather J. Don't	Date
Owner Michael H Long	Date 3/31/17 Date 3/31/2017
	this disclosure statement and further acknowledge that they
Purchaser	Date
Purchaser	Date
MARYLAND RESIDENTIAL PR	OPERTY DISCLAIMER STATEMENT
warranties as to its condition, except as otherwise r	if you elect to sell the property without representations and provided in the contract of sale and in the listing of latent I sign the RESIDENTIAL PROPERTY DISCLOSURE
or warranties as to the condition of the real property receiving the real property "as is" with all defects, inc provided in the real estate contract of sale. The owner	gned owner(s) of the real property make no representations y or any improvements thereon, and the purchaser will be luding latent defects, which may exist, except as otherwise tr(s) acknowledge having carefully examined this statement med of their rights and obligations under §10-702 of the
The owner(s) has actual knowledge of the following la	atent defects:
Owner	Date
Owner	Date
The purchaser(s) acknowledge receipt of a copy of the have been informed of their rights and obligations under	is disclaimer statement and further acknowledge that they er §10-702 of the Maryland Real Property Article.
Purchaser	Date
Purchaser	Date
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	se 4 of 4 8/30/13



Understanding Whom Real Estate Agents Represent

THIS NOTICE IS NOT A CONTRACT

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

Agents Who Represent the Seller

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

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

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

Agents Who Represent the Buyer

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

Dual Agents

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

If both seller and buyer agree to dual agency by signing a Consent For Dual Agency form, the "dual agent" (the broker or the broker's designee) shall assign one agent to represent the seller (the seller's "intra-company agent") and another agent to represent the buyer (the buyer's "intra-company agent"). Intra-company agents are required to provide the same services to their clients that agents provide in transactions not involving dual agency, including advising their clients as to price and negotiation strategies.

If either party does not agree to dual agency, the real estate company must withdraw the 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 broker/company. If the buyer's agreement is terminated, the buyer may choose to enter into a written buyer agency agreement with a different broker/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 subagent from another company.

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

- >Real estate agents are obligated by law to treat all parties to a real estate transaction honestly and fairly. They must exercise reasonable care and diligence and maintain the confidentiality of clients. They must not discriminate in the offering of properties; they must promptly present each written offer or counteroffer to the other party; and they must answer questions truthfully.
- >Real estate agents must disclose all material facts that they know or should know relating to a property. An agent's duty to maintain confidentiality does not apply to the disclosure of material facts about a property.
- >All agreements with real estate brokers and agents must be in writing and explain the duties and obligations of both the broker and the agent. The agreement must explain how the broker and agent will be paid and any fee-sharing agreements with other brokers.—
- >You have the responsibility to protect your own interests. You should carefully read all agreements to make sure they accurately reflect your understanding. A real estate licensee is qualified to advise you on real estate matters only. If you need legal or tax advice, it is your responsibility to consult a licensed attorney or accountant.

Any complaints about a real estate licensee may be filed with the Real Estate Commission at 500 North Calvert Street, Baltimore, MD 21202. (410) 230-6205

that	Sellers/Landlord [] Buyers/Tenants acknowle Evers and Co Real Estate			
	Susan Berger/Ellen Sandle	er	(salesperson) are working as:	
⊠ sell □ sub	nay check more than one box but not more ler/landlord's agent pagent of the Seller yer's/tenant's agent	than two)		
Signature		(Date)	Signature	(Date)
	* * * * * * * * * *	* * * *	* * * * * * * * * * * * *	
I certify that to acknowle	on this date I made the required agency discl dge receipt of a copy of this disclosure statem	osure to the i ent.	individuals identified below and they were unable o	or unwilling
Name of Ind	lividual to whom disclosure made		Name of Individual to whom disclosure made	

long



Consent for Dual Agency

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

When Dual Agency May Occur

The possibility of Dual Agency arises when:

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

Important Considerations Before Making a Decision About Dual Agency

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

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

Your Choices Concerning Dual Agency

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

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

Duties of a Dual Agent and Intra-Company Agent

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

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

How Dual Agents Are Paid

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

If a financial bonus is offered to an agent who sells property that is listed with his/her broker, this fact must be disclosed in writing to both the buyer and seller. **Consent for Dual Agency** I have read the above information, and I understand the terms of the dual agency. I understand that I do not have to consent to a dual agency and that if I refuse to consent, there will not be a dual agency; and that I may withdraw the consent at any time upon notice to the dual agent. I hereby consent to have act as a Dual Agent for me as the Evers and Co Real Estate (Firm Name) Seller in the sale of the property at: 301 Springbrook Drive, Silver Spring, Md Buyer in the purchase of a property listed for sale with the above-referenced broker. AFFIRMATION OF PRIOR CONSENT TO DUAL AGENCY • The undersigned Buyer(s) hereby affirm(s) consent to dual agency for the following property: 301 Springbrook Drive, Silver Spring, Md Property Address Date Date Signature Signature The undersigned Seller(s) hereby affirm(s) consent to dual agency for the Buyer(s) identified below: Name(s) of Buyer(s) Date Date Signature Signature Michael H Long Catherine J Doughty Rev. 8/16/16 eff. (10/1/16)









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

The Listing Agreement dated March 1, 2017				, Address	301 Springbrook Drive				-
City	····	Silver Spri	ng	, State	,	Md	Zip _	2090)4
between Seller			Catherine	J Doughty,	Micha	el H Lo	ng		and
Broker	Evers a	and Company B	Real Estate		Ellen	Sandler	/Susan	Berger	is hereby
amended by the	incorpora	ation of this Add	endum, which	shall supersede :	any pro	visions to	the contr	ary in the Co	ntract.

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.
- TRANSFER AND RECORDATION FEES: There are three taxes payable in Montgomery County when a Deed is recorded: 1) the State Recordation 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 44% 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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GCAAR # 909 - Jurisdictional Addendum to Listing - MC

Phone: 202-364-1700x-102 Fax: 202-537-0160

2/2016

- a) 7.5% 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. <u>RECEIPT OF INFORMATION AND COMPLETION OF DISCLOSURES</u>: 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"
 - "Maryland Lead Paint Disclosure and Notice Statement"
 - "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 management of the Delivering3 days advance Notice paragraph Seller shall compensate Broker	to the other. In th	e event Seller terminated this Agreement pursuant to this
7. OFFER PRESENTATION: All writte copy or in electronic format unless otherwine.	en offers or count se specified here:	eroffers shall be presented to the client in full as a hard
Seller Catherine J Doughty TWH Lang Seller Michael W Long	3/31/17 Date 3/31/2017	Company: Evers and Company Real Estate By: Broker/Supervising Manager (Signature) Date
Seller Seller	Date	Donna Evers Broker/Supervising Manager (Print Name) Listing Agent Ellen Sandler/Susan Berger

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FILED JAN 29 1940 We, Woodmoor Development Carporation OWNER'S DEDICATION. streers to public MONTGOMERY COUNTY JOSEPH N. STARKEY, CIVIL ENGINEER SILVER SPRING, MD. JAN. 1940. SPRINGBROOK MARYLAND ENGINEER'S CERTIFICATE. SCALE: I'= 300' 6.079 AC. 3.402 AC. W 5.973.AC. 19/2 27, 156 AC. 4.819 AC. NONTGOMERY COUNTY CIRCUIT COURT (Subdivision Plats, MO) Plat 1192, MSA_S1249_9003. Date available 1940/01/29, Printed 04/11/2017.

Office of Consumer Protection

Ensuring Integrity in Our Marketplace

100 Maryland Ave., Suite 330 Rockville, MD 20850 T: 240.777.3636



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

ACCOUNT NUMBER:

00322248

PROPERTY:

OWNER NAME

DOUGHTY CATHERINE J &

ADDRESS

301 SPRINGBROOK DR

SILVER SPRING , MD 20904-2836

TAX CLASS

REFUSE INFO

Refuse Area: R

Refuse Unit:

TAX INFORMATION:

TAX DESCRIPTION	FY17 PHASE-IN VALUE ₁	FY16 RATE ₂	ESTIMATED FY17 TAX/CHARGE
STATE PROPERTY TAX	1,033,300	.1120	\$1,157.3
COUNTY PROPERTY TAX ₃	1,033,300	1.0382	\$10,727.72
SOLID WASTE CHARGE ₄		275.1100	\$275.11;
WATER QUALITY PROTECT CHG (SF ₄			\$285
ESTIMATED TOTAL6			\$12.445.13

The following footnote references apply only if the table above has a foot number reference.

- 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.
- This is a one time charge assessed against this property and is not an annual fee. It should be paid before the property is sold and will remain due

Department of Finance

Print Bill | FAOs | Search Bills | Tax Lien Sale

Montgomery County Property Tax



REAL PROPERTY CONSOLIDATED TAX BILL LEVY YEAR 2016

ANNUAL BILL

WILLIAM.	e er er		TAX PE	RIOD 07/01/2016-06/	30/2017		
ACCOUN'		BILL NO.	PROF	PERTY ADDRESS	MORTGAG	E	OCCUPANCY
00322248 36028114 301 SPRINGBR			RINGBROOK DR	BANK OF AMERICA		PRINCIPAL RESIDENCE	
		DESCRIPTIO GBROOK)N	MICHAEL H LO	IGHTY CATHE NG 301 SPRIN RING, MD 209	GBROOK	
LOT	8	TAX DESC	RIPTION		ASSESSMENT	RATE	TAX/CHARGE
BLOCK	E	STATE PRO	PERTY TAX		1,002,067	0.1120*	1,122.32
DISTRICT	05	į.	ROPERTY TA		1,002,067	1.0382*	10,403.46
SUB	021		ASTE CHAR			275.1100	275.11
CLASS	<u>Ro42</u>		<u>UAL PROT</u>	ECT CHG @			285.00
REFUSE AREA	R6	CREDIT D	ESCRIPTION ROPERTY TA		ASSESSMENT	RATE	12,085.89 AMOUNT -692.00
REFUSE UNIT	1	TOTAL CR			·····	· · · · · · · · · · · · · · · · · · ·	-692.00
		PRIOR PATINTEREST	YMENTS **	***			\$11,393.89
		TOTAL AM	IOUNT				\$0.00

* Tax Rate is Per \$100 of Assessment

E CHECK History







Amount Due by 4/30/2017















Select Language



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Real Property Data Search

Search Result for MONTGOMERY COUNTY

View Map	View GroundRent Re	demption		View GroundRent Registration				
Account Identifier:	District - 05 A	ccount Number - 00322						
		Owner Informa						
Owner Name:	DOUGHTY CA MICHAEL H L	ATHERINE J & ONG		Jse: Principal Residence:	RESIDENTIAL YES	-		
Nailing Address:	301 SPRINGE		C	eed Reference:	/27583/ 00048	3		
		Location & Structure	Information					
Premises Address:	301 SPRINGE SILVER SPRII	ROOK DR NG 20904-2836	L	egal Description:	SPRINGBROO	OK		
Map: Grid: Parcel:	Sub District; Subdiv	vision: Section:	Block:	Lot: Assessmen	t Year: Plat No:	1192		
JQ53 0000 0000	0021		E 8	8 2015	Plat Ref:			
Special Tax Areas:		Town:		_	NONE			
		Ad Valor	rem:					
		Tax Clas	ss:		42			
Primary Structure Bullt 1957	Above Grade Enclosed Ar 5,445 SF	ea Finished	l Basement Area	Property 4.1800 A	Land Area Count C 111	y Use		
Stories Basement	Туре	Exterior Fi	ull/Half Bath	Garage	Last Major Renovation			
2 YES	STANDARD UNIT	BRICK 4	full	1 Carport				
		Value Informa	ition					
	Base Value	Value		Phase-in Assessn	nents			
		As of 01/01/2015	5	As of 07/01/2016	As of 07/01/2017			
Land:	338,400	383,200						
Improvements	601,200	650,100						
Total:	939,600	1,033,300		1,002,067	1,033,300			
Preferential Land:	0			<u>.</u>	0			
		Transfer Inform	ation					
Seller: FELTON, REGINALD M E	TALTR	Date: 06/04/2004		Price: \$1,212,500				
Type: ARMS LENGTH IMPROVE	D	Deed1: /27583/ 000	148	Dec	əd2:			
Seller: FELTON, REGINALD M &	DL	Date: 10/15/2001		Pric	ce: \$0			
Type: NON-ARMS LENGTH OTH		Deed1: /19816/005	609	Dee	ed2:			
Seller: GEORGES JR & N L BAN	INING	Date: 11/14/1995		Pric	ce: \$640,000			
Type: ARMS LENGTH IMPROVE		Deed1: /13755/ 004	-38	Dec	ed2:			
		Exemption Inform	mation					
Partial Exempt Assessments:	Class	· · · · · ·		7/01/2016	07/01/2017			
County:	000			.00				
State:	000			.00				
flunicipal:	. 000		0	.00,0 0.00	0.00 0.00			
Tax Exempt:		Special Tax Recap	oture:	•				
		NONE		<i>*</i>	· :			
Exempt Class:								

301 Springbrook Drive - Description

Main house built in 1950s; addition of sunroom, family room and extension of kitchen in 1970s; addition of second floor in 1980s.

1st floor

- Living room with large stone hearth (propane fireplace).
- Dining room.
- Gourmet kitchen with eat-in area by picture windows. (View onto pool.)
- Household office with stained glass window.
- Family room with open stone fireplace (wood).
- Sunroom (with hot tub), sky light, and wood-burning stove.
- Music room (or bedroom).
- Study (or bedroom).
- Full guest bathroom.
- Large bedroom suite with bathroom.

2nd floor

- Master bedroom suite with sitting room, opens onto a deck, wood-burning stove, large bathroom (with stained glass windows, shower and tub), separate sink area, and large walk-in closet.
- One study (or small bedroom).
- Two bedroom suites with bathrooms.
- Separate full bathroom.
- Laundry room.

Finished basement with four rooms

- Large den with fireplace (wood).
- Very large rec room.
- Small playroom/study/crafts room.
- Exercise area (with storage closets).

HVAC

• 3 separate, thermostat-controlled heating/cooling zones. 2 propane furnaces, one electric heat pump.

Outdoors

- In-ground pool and pool house.
- 2-car carport, attached to house, with closet storage and small shed.
- Barn (zoned for three horses) and paddock.

Lighting conditions

• In winter, sun streams directly into kitchen and family room. In summer, sun is overhead.

301 Springbrook Drive

Appliances:

- New cooktop (2013).
- New dishwasher (2016).
- New clothers washer (2016).
- New coil for Sub-Zero (extend life another 10 years) (2015).
- Installed 80-gallon water heater (2007).
- Replaced disposal (2007).

HVAC:

- Replaced both oil furnaces and converted to propane (Nov. 2010).
- Two new air conditioners (2012, 2014).
- Front-door blower test by Minnick's (2910). Windows found to be air tight. Recommendation was to install insulation; done.

Interior:

 Snow storm repairs (2010). Beam in Family Room replaced, entire room painted/stained, roof replaced (covered by insurance – due to "Snowmagedon").

Exterior:

- Installed gutter covers (2007).
- Painted (2006 and again in 2015).
- Pointed up flagstones in front (2015).
- Installed drainage system (2005).

Pool:

- Maintenance: Replaced various filter parts as needed.
- New surface, tile and decking (2011).
- New Polaris in-pool vacuum (2014).
- New pool-house carpet (2016).

Basement:

 Installed sump pump (near exterior door) and foundation wall drainage system (attached to outdoor drainage system) to solve basement water problem (2007). Works very well.

Annual Maintenance:

- Well-water purification system (Sterilite with UV bulb) (Tri-County Pump)
- All HVAC systems (spring and fall) (Minnicks)
- Generator (Albans)

301 Springbrook Drive Disclosures

Master bedroom shower steam system: nonfunctional

Ice maker in sunroom: used to work, now nonfunctional

Wine chiller in kitchen: used to work, now nonfunctional

Sauna: previous owners had no knowledge of whether it works. We did not try it.

Hot tub: previous owners said it was functional. We did not try it.

Pond system: functional as far as we know, but we have not used it in years.

Converted to propane furnaces in 2010: There is an oil tank. We do not know how much oil is in it (no deliveries for many months before the conversion.)