



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

Property Address: 6200 Welborn Drive, Bethesda, MD 20816

PART I.	INCLUSIONS/EXCLUSIONS DISCLO	DSURE
PARIL	. INCLUSIONS/EACEOSIONS DISCER	JUULL

D. I.D. d. J.E. d. and The Departure includes the following po-	sonal property and fixtures if existing built-in heating and				
Personal Property and Fixtures: The Property includes the following per	some office and exhaust fans storm windows storm doors				
central air conditioning equipment, plumbing and lighting fixtures, sump	pump, and and exhaust rans, storm windows, storm doors,				
screens, installed wall-to-wall carpeting, window shades, blinds, window	w treatment nardware, mounting brackets for electronics				
components, smoke and heat detectors, TV antennas, exterior trees and si	brubs. It more than one of an item conveys, the number of				
items is noted. Unless otherwise agreed to herein, all surface or wall mou	nted electronic components/devices DO NOT convey. The				
items marked YES below convey.					
Yes No # Items Yes No # Items	Yes No # Items				
Alarm System	ate)				
Alarm System Freezer (sepa:					
Garage Open					
	Trash Compactor				
	☐ ☐ Wall Oven				
Clothes Dryer Gas Log	= = +, -				
Clothes Washer					
Cooktop \square Intercom	Window A/C Unit				
Dishwasher Dishwasher Playground E					
Clothes Dryer Clothes Washer Cooktop Dishwasher Disposer Clothes Washer Disposer Clothes Dryer Disposer Clothes Washer Disposer Disposer Clothes Washer Disposer Di					
Electronic Air Filter Refrigerator	□ □ <u></u> Wood Stove				
Fireplace Screen/Door w/ ice maker	1				
OTHER					
Mirror in in 1st floor bathroom; f	ul length minror in master closet o;				
five wood of five wood stand	J				
LEASED ITEMS					
Any leased items, systems or service contracts (including but not limite	ed to, fuel tanks, water treatment systems, lawn contracts,				
security system monitoring, and satellite contracts) DO NOT CONVEY at	sent an express written agreement by Buyer and Seller. The				
following is a list of the leased items within the Property:					
Tonowing is a fist of the loaded feeling watern the Property.					
Seller cartifies that Seller has completed this checklist disclosing what co	nveys with the Property and gives permission to make this				
	invoys with the froperty time gives permission to make				
information available to prospective buyers.					
VX.1 - 4/12/12	tat() 4/12/12				
9 11 1 7	The contract of the contract o				
Seller Patrick OConnor Date	Seller Katherine OConnor 'Date				
PART II. INCLUSIONS/EXCLUSIONS ADDENDUM					
1 0 . 11	Patrick OConnor, Katherine OConnor				
	Patrick Ocomor, Ratherine Ocomor				
and Buyer					
is hereby amended by the incorporation of Par	s I and II herein.				
1)					
N/A dinin					
41117	D-4-				
Seler Patrick OConnor Date	Buyer Date				
1/16					
1 Kat()(52 4/11/17					
Soller Wathanina OConnon Date	Buyer Date				
Seller Katherine OConnor Date					

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MARYLAND LEAD POISONING PREVENTION PROGRAM DISCLOSURE

6200 Welborn Drive

Property Address: Bethesda, MD 20816	
Prevention Program (the "Maryland Program"), any leased r registered with the Maryland Department of the Enviro	AM DISCLOSURE: Under the Maryland Lead Poisoning esidential dwelling constructed prior to 1978 is required to be unment (MDE). Detailed information regarding compliance s/programs/Land/LeadPoisoningPrevention/Pages/index.aspx.
1. Seller hereby discloses that the Property was constructed	prior to 1978;
AND	
The Property/ is or/ is or///	is not registered in the Maryland Program (Seller to
settlement or in the future, Buyer is required to register the within thirty (30) days following the date of settlement or with rental property as required by the Maryland Program. Bi	intends to lease the Property effective immediately following Property with the Maryland Department of the Environment nin thirty (30) days following the conversion of the Property to Layer is responsible for full compliance under the Maryland tions; lead-paint risk reduction and abatement procedures; rements to tenants.
event as defined under the Maryland Program (including, b hazards or notice of elevated blood lead levels from a tenar applicable line)/ has; or _vo / _ either the modified or full risk reduction treatment of the Prop	as indicated above, Seller further discloses to Buyer that an ut not limited to, notice of the existence of lead-based paint or state, local or municipal health agency) (Seller to initial has not occurred, which obligates Seller to performerty as required under the Maryland Program. If an event has or full risk reduction treatment of the Property, Seller hereby
	e line) / will; OR / / of the Property to Buyer. initials that Buyer has read and understands the above
<u> </u>	ve reviewed the information above and certify, to the best of e and accurate.
Seller Date Patrick OConnor	Buyer Date
Setler UCOnnor U17/17 Date Katherine OConnor	Buyer Date
200 miller	
Seller's Agent Date Ellen Sandler Susan Berger	Buyer's Agent Date

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GCAAR Form #908 – MC (Previously form #1301 L.2)

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Regulations, Easements and Assessments (REA) Disclosure and Addendum

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

The Contract of Sale dated,		Address62		6200 Welk	6200 Welborn Drive	
Ci	tyBethesda	, State	MD	Zip _	20816	between
Se	ller Patrick OConnor,	Katherine	0	Connor		and
Bı	yer					is hereby
an	nended by the incorporation of this Addendum, which sha	ll supersede ar	y pr	ovisions to the c	ontrary in the C	Contract.
bu int Pa rig an pro	yers prior to making a purchase offer and will become formation contained herein is the representation of the ragraph headings of this Agreement are for convenience that or obligations of the parties. Please be advised that we did GCAAR cannot confirm the accuracy of the informations or applicability of a regulation, easement or assevernment agency. Further information may be obtained by	a part of the s Seller. The co and reference eb site address ation contained sessment, infor	ales ntent only es, p l in mati	contract for the t in this form is y, and in no way ersonnel and tele this form. Wh on should be ve	e sale of the Pr s not all-inclusing define or limit ephone number en in doubt re crified with the	roperty. The ive, and the it the intent, as do change garding the appropriate
	 Montgomery County Government, 101 Monroe S 311 or 240-777-0311 (TTY 240-251-4850). Web sit Maryland-National Capital Area Park and Plant Spring, MD, 20910. Main number: 301-495-4600. V City of Rockville, City Hall, 111 Maryland Ave, R Web site: www.rockvillemd.gov 	te: <u>www.MC31</u> ning Commissi Web site: <u>www</u>	1.co l on (.mc-	o <u>m</u> (M-NCPPC), 87 mncppc.org	87 Georgia Av	enue, Silver
1.	DISCLOSURE/DISCLAIMER STATEMENT: A property Disclosure Act as defined in the Maryland R Seller exempt from the Maryland Residential Property I Residential Disclosure and Disclaimer Statement. If yes	esidential Prop Disclosure Act?	erty	Disclosure and Yes No . If	Disclaimer Stano, see attache	atement. Is d Maryland
2.	SMOKE DETECTORS: Pursuant to Montgomery Calarms. Requirements for the location of the alarms variative of the requirements see: www.montgomerycountynein.addition , Maryland law requires the following discurrent (AC) electric service. In the event of a power ou NOT provide an alarm. Therefore, the Buyer should smoke detector. Maryland law requires by 2018 the alarms with tamper resistant units incorporating a significant content of the service	ry according to ad.gov/mcfrs-inf closure: This tage, an alterna obtain a dual- te replacemen	o the forces residuting power tof	e year the Prope sources/files/laws/ dential dwelling current (AC) po ered smoke dete all BATTERY	sty was constructed with the second sector of a batte (-ONLY operative sector)	icted. For a ix 2013.pdf, alternating letector will ry-powered
3.	MODERATELY-PRICED DWELLING UNIT: Is Program in Montgomery County or the City of Rocky year of initial offering: If and Seller should contact the appropriate jurisdictional at the Property.	ville?	No is at	o. If yes, Seller fter March 20, 19	shall indicate 989, the prospe	month and ctive Buyer
	©2017, The Greater Capital Area This recommended form is the property of the Greater Capital Area Previous editions of this	Association of REA	LTO	RS®, Inc. and is for us	e by members only.	
GC	AAR #900 - REA Disclosure Page	1 of 9				1/2017

Evers & Co, 4400 Jenifer Street NW Washington, DC 20015 Ellen Sandler Produced

4.	RADON DISCLOSURE: Effective October 1, 2016, a radon test must be performed on or before Settlement of a "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 is part of a condominium regime or a cooperative housing corporation. The Seller of a Single Family Home (unless otherwise exempt below) is required to provide the Buyer, on or before Settlement Date, a copy of radon test results performed less than one year before Settlement Date, or to permit the Buyer to perform a radon test, but regardless, a radon test MUST be performed.
	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.	 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 ☐ 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: Sewer: Is the Property connected to public sewer system? ☐ Yes ☐ No If no, answer the following questions:
C	 Has it been approved for connection to public sewer? Yes No Do not know Has an individual sewage disposal system been constructed on Property? Yes No Has one been approved for construction? Yes No Do not know If no, explain:
Ċ.	<u>Categories</u> : The water and sewer service area category or categories that currently apply to the Property is/are (if known) This category affects the availability of water and sewer service as follows (if known)
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D.	Recommendations and Pending Amendments (if known):
	1. The applicable master plan contains the following recommendations regarding water and sewer service to the Property:
	2. The status of any pending water and sewer comprehensive plan amendments or service area category changes that would apply to the Property:
Е.	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	
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.
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 Co-operative 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.	<u>UNDERGROUND STORAGE TANK</u> : 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:
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. <u>Private Utility Company:</u> Are there any deferred water and sewer charges paid to a Private Utility Company which do NOT appear on the attached property tax bills? <u>Yes No.</u> 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)
	60017 The Creater Conital Area Association of DEALTONG L.

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		·———
unt	il (date) to	(name and address)
whi bet	reafter called "lienholder"). There may be a right of prepayme ich may be ascertained by contacting the lienholder. This fee or ween the lienholder and each owner of this property, and is not it the county in which the property is located.	assessment is a contractual obligation
If a	Seller subject to this disclosure fails to comply with the provision	s of this section:
(1)	Prior to Settlement, the Buyer shall have the right to rescind the all deposits paid on account of the contract, but the right of resseller provides the Buyer with the notice in compliance with this	scission shall terminate 5 days after the
(2)	Following settlement, the Seller shall be liable to the Buyer for assessment.	or the full amount of any open lien or
10 SPECI	AL PROTECTION AREAS (SPA):	
Refer t and a n designa	o http://www.montgomeryplanning.org/environment/spa/faq.shtm fo nap detailing protected areas. To determine if a particular property (wated on this map) is located within the boundaries of a "SPA, 15.4540.	which is located close to protected areas as contact: spa@mncppc-mc.org , or call
Is this Pro	operty located in an area designated as a Special Protection Are	a? Yes No. If yes, special water
	easures and certain restrictions on land uses and impervious su w, Special Protection Area (SPA) means a geographic area where	
	g water resources, or other environmental features directly relati	
	or are unusually sensitive;	
B. Propos special SPA ma	ed land uses would threaten the quality or preservation of those water quality protection measures which are closely coordinated ay be designated in: and use plan;	resources or features in the absence of with appropriate land use controls. An
(2) the	Comprehensive Water Supply and Sewer System Plan;	
(4) a re The Buyer contained information	atershed plan; or esolution adopted after at least fifteen (15) days' notice and a public acknowledges by signing this disclosure that the Seller has doin Sections A and B before Buyer executed a contract for the staff and website of Maryland-Nation (M-NCPPC).	lisclosed to the Buyer the information e above-referenced Property. Further

11. PROPERTY TAXES:

GCAAR # 900 - REA Disclosure

Buyer

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

Buyer

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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A. <u>Current Tax Bill</u> : IN ACCORDANCE WITH MONTGOMERY COUNTY CODE SECTION 40-12C THE SELLER(S) MUST ATTACH HERETO A COPY OF THE CURRENT REAL PROPERTY TAX BILL FOR THIS PROPERTY. A copy of the tax bill for this Property can be obtained at www.montgomerycountymd.gov/apps/tax .
B. Estimated Property Tax & Non-Tax Charges: IN ADDITION, SELLER(S) ARE REQUIRED TO PROVIDE POTENTIAL BUYERS WITH THE ESTIMATED PROPERTY TAX AND NON-TAX CHARGES FOR THE FIRST FULL FISCAL YEAR OF OWNERSHIP. Information relative to this estimate, including how it was calculated and its significance to Buyers can be obtained at www.montgomerycountymd.gov/estimatedtax .
Buyers' Initials Buyer acknowledges receipt of both tax disclosures.
12. <u>DEVELOPMENT DISTRICT DISCLOSURE - NOTICE OF SPECIAL TAX OR ASSESSMENT:</u> A Development District is a special taxing district in which owners of properties pay an additional tax or assessment in order to pay for public improvements within the District. Typically, the Development District Special Tax will increase approximately 2% each July 1. For more information, please contact the Montgomery County Department of Finance. FAQ's regarding Development Districts can be viewed at www.montgomerycountymd.gov/apps/OCP/Tax/FAQ.asp . Seller shall choose one of the following:
The Property is located in an EXISTING Development District: Each year the Buyer of this Property must pay a special assessment or special tax imposed under Chapter 14 of the Montgomery County Code, in addition to all other taxes and assessments that are due. As of the date of execution of this disclosure, the special assessment or special tax on this Property is \$
www.montgomerycountymd.gov/apps/OCP/Tax/map/Existing_DevDistricts.pdf .
ΔD
OR
The Property is located in a PROPOSED Development District: Each year the Buyer of this Property must pay a special assessment or special tax imposed under Chapter 14 of the Montgomery County Code, in addition to all other taxes and assessments that are due. The estimated maximum special assessment or special tax is \$
The Property is located in a PROPOSED Development District: Each year the Buyer of this Property must pay a special assessment or special tax imposed under Chapter 14 of the Montgomery County Code, in addition to all other taxes and assessments that are due. The estimated maximum special assessment or special tax is \$
The Property is located in a PROPOSED Development District: Each year the Buyer of this Property must pay a special assessment or special tax imposed under Chapter 14 of the Montgomery County Code, in addition to all other taxes and assessments that are due. The estimated maximum special assessment or special tax is \$ each year. A map reflecting Existing Development Districts can be obtained at www.montgomerycountymd.gov/apps/ocp/tax/map/dev_districts.pdf.
The Property is located in a PROPOSED Development District: Each year the Buyer of this Property must pay a special assessment or special tax imposed under Chapter 14 of the Montgomery County Code, in addition to all other taxes and assessments that are due. The estimated maximum special assessment or special tax is \$ each year. A map reflecting Existing Development Districts can be obtained at www.montgomerycountymd.gov/apps/ocp/tax/map/dev_districts.pdf.
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The Property is located in a PROPOSED Development District: Each year the Buyer of this Property must pay a special assessment or special tax imposed under Chapter 14 of the Montgomery County Code, in addition to all other taxes and assessments that are due. The estimated maximum special assessment or special tax is \$ each year. A map reflecting Existing Development Districts can be obtained at www.montgomerycountymd.gov/apps/ocp/tax/map/dev_districts.pdf. OR The Property is not located in an existing or proposed Development District. 13. TAX BENEFIT PROGRAMS: The Property may currently be under a tax benefit program that has deferred taxes due on transfer or may require a legally binding commitment from Buyer to remain in the program, such as, but not limited to: A. Forest Conservation and Management Program (FC&MP): Buyer is hereby notified that a property under a Maryland Forest Conservation Management Agreement (FCMA) could be subject to recapture/deferred taxes upon transfer. Is the Property under FCMA? Yes No. If yes, taxes assessed shall be paid by the Buyer OR the Seller. B. Agricultural Program: Is the Property subject to agricultural transfer taxes? Yes No. If yes, taxes assessed as a result of the transfer shall be paid by the Buyer OR the Seller. Confirm if applicable to this Property at www.dat.state.md.us/sdatweb/agtransf.html.

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14. RECORDED SUBDIVISION PLAT:

Plats are available at the <u>MNCPPC</u> 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.shtm or http://www.montgomeryplanning.org/info/plat_maps.shtm or http://www.montgomeryplanning.org/info/plat_maps.shtm or http://www.montgomeryplanning.org/

	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 ACDICHI THDAL DESE	RVE DISCLOSURE NOTICE:
This Property is is disclosures are contained in buyers prior to entering int Reserve Disclosure requirem	not subject to the Agricultural RESERVE Disclosure Notice requirements. These a 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 affication/agricultural lands.aspx.
16. NOTICE CONCERNING	G CONSERVATION EASEMENTS: This property is is not subject to a
Conservation Easement. See	e GCAAR Conservation Easements Addendum. See
www.montgomeryplanning.	org/environment/forest/easements/easement_tool.shtm for easement locator map.
17. GROUND RENT: /	

18. HISTORIC PRESERVATION:

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

This property is is not subject to Ground Rent. See Property Subject to Ground Rent Addendum.

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- a. 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.
- **b.** City of Gaithersburg: Montgomery County Code §40-12A has been adopted by the City of Gaithersburg at City Code §2-6.
- c. Other: Contact the local municipality to verify whether the Property is subject to any additional local ordinance

	/
Has the Property been designated as an historic site in the	ne master plan for historic preservațion? 🔲 Yes 🗹 No.
Is the Property located in an area designated as an histor	ric district in that plan? 🔲 Yes 🗹 No.
Is the Property listed as an historic resource on the Cour	ity location atlas of historic sites? 🔲 Yes 📝 No.
Seller has provided the information required of Sec 4	10-12A as stated above, and the Buyer understands that
special restrictions on land uses and physical changes m	ay apply to this Property. To confirm the applicability of
this County Code (Sec 40-12A) and the restrictions on la	and 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.	
The state of the s	
Buyer	Buyer
	·

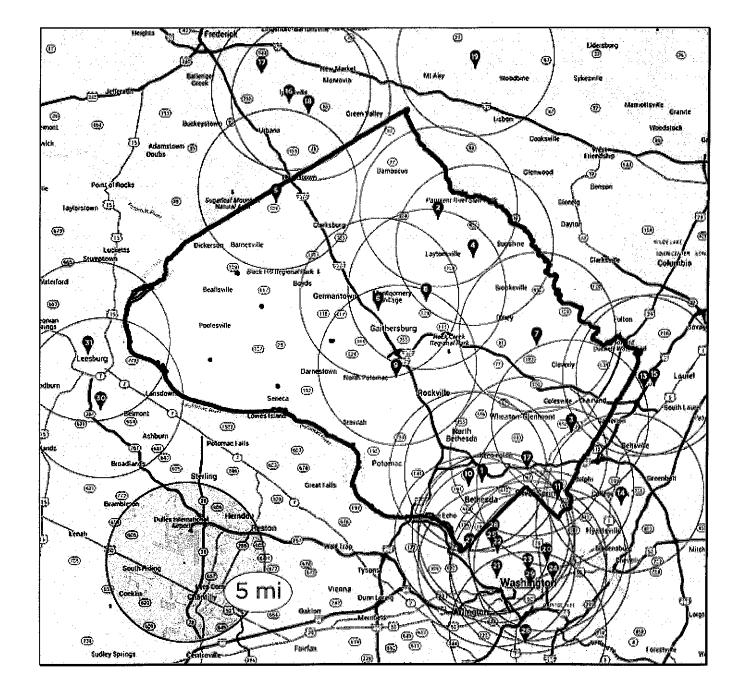
19. MARYLAND FOREST CONSERVATION LAWS:

- 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 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. <u>AIRPORTS AND HELIPORTS</u>: 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
- 5. Flying M Farms, 24701 Old Hundred Road, Comus, MD 20842
- BM Corporation Heliport, 18100 Frederick Avenue, Gaithersburg, MD 20879
- Maryland State Police Heliport, 16501 Norwood Road, Sandy Spring, MD 20860

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- Montgomery County Airpark, 7940 Airpark Road, Gaithersburg, MD 20879
- Shady Grove Adventist Hospital, 9901 Medical Center Drive, Rockville, MD 20850
- 10. Suburban Hospital, 8600 Old Georgetown Road, Bethesda, MD 20814
- 11. Washington Adventist Hospital, 7600 Carroll Avenue, Takoma Park, MD 20912
- 12. Holy Cross Hospital, 1500 Forest Glen Road, Silver Spring, MD, 20910

PRINCE GEORGE'S COUNTY

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

FREDERICK COUNTY

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

CARROLL COUNTY

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

DISTRICT OF COLUMBIA

- 20. Children's National Medical Center, 111 Michigan Avenue, NW,
- Washington Hospital Center, 110 Irving Street, NW, 20010
- 21. Georgetown University Hospital, 3800 Reservoir Road, NW, 20007 Metropolitan Police, Dist. 2, 3320 Idaho Avenue, NW. 20007
- 23. Metropolitan Police, Dist. 3, 1620 V Street, NW, 20007
- 24. Michael R. Nash, 50 Florida Avenue, NE 20002
- 25. National Presbyterian Church, 4101 Nebraska Avenue, NW, 20016
- 26. Sibley Memorial Hospital, 5255 Loughboro Road, NW, 20016
- 27. Steuart Office Pad, Steuart Petroleum Co., 4640 40th Street, NW.
- 28. Washington Post, 1150 15th Street, NW, 20017

VIRGINIA

- 29. Ronald Reagan Washington National Airport, Arlington County 20001
- 30. Leesburg Executive, 1001 Sycolin Road, Leesburg, 22075
- 31. Loudoun Hospital Center, 224 Cornwall, NW, Leesburg, 22075
- 21. ENERGY EFFICIENCY DISCLOSURE NOTICE: Before signing a contract for the sale of a single-family home (single-family attached, including condominiums or detached residential building), Sellers of Montgomery County properties must provide Buyers with the following:
 - A. Information Disclosure: Information about home energy efficiency improvements, including the benefit of conducting a home energy audit. Buyers should visit the following websites for this information:

http://gcaar.com/news_ektid5454.aspx

www.Lighterfootstep.com

www.Energystar.gov/homeperformance

www.Goinggreenathome.org

If property has been ow gas and home heating of	he home been owner-occurrer-occurrer-occurrer-occurrer-occurrer-occurrer-occurrer-occurrer-occurrer-occurrer-occurrer-occurrer-occurrer-occurrer-occurrer-occurrer-occurrer-occurrer-occurrer-occurrer-occurrer-occurrer-occurrer-occurrer-occurrer-occurrer-occurrer-occurrer-occurrer-occurrer-occurrer-occurrer-occurrer-occurrer-occurrer-occurrer-occurrer-occurrer-occurrer-occurrer-occurrer-occurrer-occurrer-occurrer-occurrer-occurrer-occurrer-occurrer-occurrer-occurrer-occurrer-occurrer-occurrer-occurrer-occurrer-occurrer-occurrer-occurrer-occurrer-occurrer-occurrer-occurrer-occurrer-occurrer-occurrer-occurrer-occurrer-occurrer-occurrer-occurrer-occurrer-occurrer-occurrer-occurrer-occurrer-occurrer-occurrer-occurrer-occurrer-occurrer-occurrer-occurrer-occurrer-occurrer-occurrer-occurrer-occurrer-occurrer-occurrer-occurrer-occurrer-occurrer-occurrer-occurrer-occurrer-occurrer-occurrer-occurrer-occurrer-occurrer-occurrer-occurrer-occurrer-occurrer-occurrer-occurrer-occurrer-occurrer-occurrer-occurrer-occurrer-occurrer-occurrer-occurrer-occurrer-occurrer-occurrer-occurrer-occurrer-occurrer-occurrer-occurrer-occurrer-occurrer-occurrer-occurrer-occurrer-occurrer-occurrer-occurrer-occurrer-occurrer-occurrer-occurrer-occurrer-occurrer-occurrer-occurrer-occurrer-occurrer-occurrer-occurrer-occurrer-occurrer-occurrer-occurrer-occurrer-occurrer-occurrer-occurrer-occurrer-occurrer-occurrer-occurrer-occurrer-occurrer-occurrer-occurrer-occurrer-occurrer-occurrer-occurrer-occurrer-occurrer-occurrer-occurrer-occurrer-occurrer-occurrer-occurrer-occurrer-occurrer-occurrer-occurrer-occurrer-occurrer-occurrer-occurrer-occurrer-occurrer-occurrer-occurrer-occurrer-occurrer-occurrer-occurrer-occurrer-occurrer-occurrer-occurrer-occurrer-occurrer-occurrer-occurrer-occurrer-occurrer-occurrer-occurrer-occurrer-occurrer-occurrer-occurrer-occurrer-occurrer-occurrer-occurrer-occurrer-occurrer-occurrer-occurrer-occurrer-occurrer-occurrer-occurrer-occurrer-occurrer-occurrer-occurrer-occurrer-occurrer-occurrer-occurrer-occurrer-occurrer-occurrer-oc	t of the past 12 mo history for the sing	onths, Seller must provi	ide copies of electric, at time. Sellers may
By signing below, Seller ack accurate, and current to the be Addendum carefully and under	st of his knowledge at the	time of entering int	to a contract. Buyer agi	mation is complete, rees he has read this
Seller Patrick OConnor	41717 Date	Buyer		Date
. / . /				

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Katherine

OConnor

Date





MARYLAND RESIDENTIAL PROPERTY DISCLOSURE AND DISCLAIMER STATEMENT

Property Address: 6200	Welborn Drive	<u>, Bethesda, MD</u>	20816	 	
Legal Description:				 	<u> </u>

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;
- 2. 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 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 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 1 of 4

8/30/13

How long have you owned the property? 1 years, 4 mont	hs
Dishwasher Yes No	(# bedrooms) Other Type
Heating Oil Natural Gas Electric Air Conditioning Oil Natural Gas Electric Hot Water Oil Natural Gas Electric Natural Gas Electric Electric Capacit	Heat Pump Age Other Other Other Other Other Other
Please indicate your actual knowledge with respect to the follow	wing:
1. Foundation: Any settlement or other problems? Yes No Comments:	☐ Unknown
2. Basement: Any leaks or evidence of moisture? I Yes I No Comments: NO CUrrent leaks evidence of moisture. and took other steps to remediate while live	Unknown Does Not Apply We out in basement subpump
3. Roof: Any leaks or evidence of moisture?	☐ Unknown
Comments: We replaced voof Shortly after moung in. Is there any existing fire retardant treated plywood? Yes Comments:	☐ No ☐ Unknown
4. Other Structural Systems, including exterior walls and floors: Comments:	
Any defects (structural or otherwise)?	unknown
5. Plumbing System: Is the system in operating condition? Yes Comments:	☐ No ☐ Unknown
6. Heating Systems: Is heat supplied to all finished rooms? Yes Comments:	☐ No ☐ Unknown
Is the system in operating condition? Yes Comments:	☐ No ☐ Unknown
7. Air Conditioning System: Is cooling supplied to all finished rooms? Comments:	
Is the system in operating condition? Yes No Ut	nknown Does Not Apply
8. Electric Systems: Are there any problems with electrical fuses, circuit breaker ☐ Yes ☐ No ☐ Unknown Comments:	rs, outlets or wiring?
8A. Will the smoke alarms provide an alarm in the event of a power outage?	Yes Q No
Are the smoke alarms over 10 years old? Yes No	***
If the smoke alarms are battery operated, are they sealed, tamper resistant to long-life batteries as required in all Maryland Homes by 2018?	□ No
9. Septic Systems: Is the septic system functioning properly? When was the system last pumped? Date Comments:	□ No □ Unknown □ Does Not Apply □ Unknown

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10. Water Supply: Any problem with water	er supply?	TYes	No	u u	nknown
Comments: Home water treatment system:	☐ Yes	☐ No) Unk	nown	
Comments: Fire sprinkler system:	☐ Yes	□ No	Unk	nown	Does Not Apply
Comments: Are the systems in operating co	ndition?	Yes	☐ No	Q V	nknown
Comments:				_	<u> </u>
11. Insulation:					
In exterior walls?	☐ No	Unkn	own		
In ceiling/attic?	☐ No	Unkn	own		
In any other areas? Yes	☐ No	w nere?		<u>-</u>	
Comments:					
	on the property Unknown	for more than	24 hours after a he	eavy rain?	
Comments: Are gutters and downspouts in a	rood vancing	Voc.	☐ No	☐ Unknov	on
Comments:		U 165		- Cikilo	YII.
13. Wood-destroying insects: Any infesta	tion and/or pr	ior damage?	☐ Yes	ŊſŊo	Unknown
Any treatments or repairs?	Yes	☑ №	Unknown	_	
Any warranties?	Yes	No	🔲 Unknown		
Comments:				<u></u>	
underground storage tanks, or other conta If yes, specify below Comments: 15. If the property relies on the combus monoxide alarm installed in the property Yes Yes	uon or a ross Y Unknown	in fuel for nea	i, ventilation, not	water, or clo	othes dryer operation, is a carbon
Comments:					<u></u>
16. Are there any zoning violations, noncurrecorded easement, except for utilities, If yes, specify below Comments:	on or affecting	es, violation o	f building restriction Yes	ons or setbac	k requirements or any recorded or Unknown
16A. If you or a contractor have made local permitting office? ☐ Yes ☐ Comments: ☐	le improvem No 🔲 Do	ents to the proces Not Apply	operty, were the Unknown	required pe	rmits pulled from the county or
17. Is the property located in a flood z District? Yes No Comments:	one, conserva Unknown	ation area, wet If yes, specify	land area, Chesap	eake Bay cr	itical area or Designated Historic
18. Is the property subject to any restricting Yes No Yes Comments:	on imposed by Unknown Boy Nova a	y a Home Own If yes, specify \$\$000 astron	ers Association or below	any other typ	e of community association? my fee (per year)
19. Are there any other material defects, Yes No Your	including later Unknown				ne property?

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Page 3 of 4

The owner(s) acknowledge having carefully examined this statement, inc	luding any o	comments, and verify that it
is complete and accurate as of the date signed. The owner(s) further ack of their rights and obligations under §10-702 of the Maryland Real Proper	nowleage in rtv Article.	lat they have been informed
		dlalin
Owner Patrick OConnor	Date _	11111
Owner Patrick OConnor Owner	Date	4/17/17
Katherine OConnor		
The purchaser(s) acknowledge receipt of a copy of this disclosure stater have been informed of their rights and obligations under §10-702 of the M	nent and fur Jaryland Re	rther acknowledge that they al Property Article.
Purchaser	Date _	
Purchaser	Date _	
MARYLAND RESIDENTIAL PROPERTY DISCLA	IMER STA	TEMENT
NOTICE TO OWNER(S): Sign this statement only if you elect to sell to warranties as to its condition, except as otherwise provided in the condefects set forth below; otherwise, complete and sign the RESID STATEMENT.	tract of sale ENTIAL Pl	ROPERTY DISCLOSURE
Except for the latent defects listed below, the undersigned owner(s) of the or warranties as to the condition of the real property or any improvem receiving the real property "as is" with all defects, including latent defect provided in the real estate contract of sale. The owner(s) acknowledge hand further acknowledge that they have been informed of their rights Maryland Real Property Article.	ents thereons, which manager s, which manager saving carefu	ay exist, except as otherwise ally examined this statement
The owner(s) has actual knowledge of the following latent defects:		
Owner	Date	
Owner	Date	
The purchaser(s) acknowledge receipt of a copy of this disclaimer state have been informed of their rights and obligations under §10-702 of the l	ment and fu Maryland Re	rther acknowledge that they eal Property Article.
Purchaser	Date _	
Purchaser		
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©2013 The Greater Capital Area Association of REAL IV	വരായ, സ്ഥം	

NOTE: Owner(s) may wish to disclose the condition of other buildings on the property on a separate

RESIDENTIAL PROPERTY DISCLOSURE STATEMENT.

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MARYLAND LEAD POISONING PREVENTION PROGRAM DISCLOSURE

6200 Welborn Drive Property Address: <u>Bethesda, MD 20816</u>	
MARYLAND LEAD POISONING PREVENTION PROGRAP Prevention Program (the "Maryland Program"), any leased re- registered with the Maryland Department of the Enviror- requirements may be obtained at: http://www.mde.state.md.us.	esidential dwelling constructed prior to 1978 is required to be rement (MDE). Detailed information regarding compliance
1. Seller hereby discloses that the Property was constructed p	orior to 1978;
AND	
The Property / is or / is or / /	is not registered in the Maryland Program (Seller to
2. If the Property was constructed prior to 1978 and Buyer is settlement or in the future, Buyer is required to register the within thirty (30) days following the date of settlement or within thirty (30) days following the Maryland Program. Bur Program, including but not limited to, registration; inspections and the notice requires.	Property with the Maryland Department of the Environment in thirty (30) days following the conversion of the Property to yer is responsible for full compliance under the Maryland ions; lead-paint risk reduction and abatement procedures;
3. If the Property is registered under the Maryland Program event as defined under the Maryland Program (including, but nazards or notice of elevated blood lead levels from a tenant applicable line)/ has; or/ either the modified or full risk reduction treatment of the Prope occurred that obligates Seller to perform either the modified discloses the scope of such treatment as follows:	It not limited to, notice of the existence of lead-based paint tor state, local or municipal health agency) (Seller to initial has not occurred, which obligates Seller to perform erty as required under the Maryland Program. If an event has
If such event has occurred, Seller (<i>Seller to initial applicable</i> will <u>not</u> perform the required treatment prior to transfer of title of the compact of th	initials that Buyer has read and understands the above
their knowledge, that the information they have provided is true	e and accurate.
Seller Date Patrick OConnor	Buyer Date
Seller Date Katherine OConnoir	Buyer Date
Seller's Agent Date Ellen Sandler Susan Berger	Buyer's Agent Date

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GCAAR Form #908 - MC (Previously form #1301 L.2) Page 1 of 1







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

(Required for the SALE of all properties	the 0.S. with any existing part built prior to 1978)	
PROPERTY ADDRESS: 6200 Welborn Drive, Bet There are parts of the property that still exist that were built Construction dates are unknown. If any part of the property was is required. If the entire property was built in 1978 or later, this	or to 1978 OR No parts of the property were built postructed prior to 1978 or if construction dates are unknown	orior to 1978 OR wn, this disclosure
LEAD WARNING STATEMENT FOR BUYERS: Every purchabuilt prior to 1978 is notified that such property may present exposule property behavioral problems, and impaired memory. Lead poison residential real property is required to provide the buyer with any is seller's possession and notify the buyer of any known lead-based parecommended prior to purchase.	to lead from lead-based paint that may place young children at nanent neurological damage, including learning disabilities, regalso poses a particular risk to pregnant women. The seller primation on lead-based paint hazards from risk assessments or	risk of developing educed intelligence of any interest in r inspections in the
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 Warnin above.	g Statement
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 information listed therein, if any.	of any
(B) Records and reports available to the Seller: 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 documents below): Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.	(E)/ Buyer has received the pamphlet Your Family From Lead in Your I (required). (F)/ Buyer has (check one below): Received a 10-day opportunity (or mutually a period) to conduct a risk assessment or insperence of lead-based paint and/or lead-based hazards; OR Waived the opportunity to conduct a risk assessinspection for the presence of lead-based paint based paint hazards.	Home Igreed upon ction for the ed paint essment or
(G) responsibility to ensure compliance.	ons under 42 U.S.C. 4852d and is aware of his/her	
<u>CERTIFICATION OF ACCURACY</u> : The following parties have information provided by the signatory is true and accurate.	viewed the information above and certify, to the best of their k	nowledge, that the
Sener Patrick OConnor	ate Buyer	Date
Seller Katherine Oconnor	7 ate Buyer	Date
Agent for Seller, if any Ellen Sandler Susan Berger	ate Agent for Buyer, if any	Date

GCAAR # 907A: Federal Lead Paint Sales Disclosure - MC & DC

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Consent for Dual Agency

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

When Dual Agency May Occur

The possibility of Dual Agency arises when:

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

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 buyer 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 seller has previously signed Consent for Dual Agency, the seller must affirm the seller's consent for the sale of the property to a particular buyer before accepting an offer to purchase the property. The affirmation is contained on Page 2 of this form.

Your Choices Concerning Dual Agency

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

- 1. Consent in writing to dual agency. If all parties consent in writing, the real estate broker or the broker's designee (the "dual agent") shall assign one real estate agent affiliated with the broker to represent the seller (the seller's "intra-company agent") and another agent affiliated with the broker to represent the buyer (the buyer's "intra-company agent"). Intra-company agents are required to provide the same services to their clients that agents provide in transactions not involving dual agency, including advising their clients as to price and negotiation strategy.
- 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.

Fax: 202.537.0160

Ellen Sandler

Duties of a Dual Agent and Intra-Company Agent

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

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

How Dual Agents Are Paid

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

If a financial bonus is offered to an agent who sells property that is listed with his/her broker, this fact must be disclosed in writing to both the buyer and seller.

Consent for Dual Agency	<u> </u>		
I have read the above information, and I	understand the t	erms of the dual agency. I unde	rstand that I do not have
to consent to a dual agency and that if	I refuse to con	nsent, there will not be a dual	agency; and that I may
withdraw the consent at any time upon no	tice to the dual	agent. I hereby consent to have	;
• •			
Evers		act as a I	Dual Agent for me as the
(Firm N	ame)		
X Seller in the sale of the property a	t: <u>6200 Welb</u>	orn Drive, Bethesda, M	ID 20816
Buyer in the purchase of a proper	ty listed for sale	e with the above-referenced brok	ter.
41171	17	Ladous	4/17/17
Signature	Date	Signature	Date
AFFIRMATION OF PRIOR CO	NSENT TO	DUAL AGENCY	
• The undersigned Buyer(s) hereby affi.			property:
6200 Welborn Drive, Bethesda			
Property Address	z, MD 2001		
		~	D-4-
Signature	Date	Signature	Date
• The undersigned Seller(s) hereby affin	rm(s) consent to	dual agency for the Buyer(s) id	entified below:
The undersigned benefits mereby and	(5) • •	, , , , , , , , , , , , , , , , , , , ,	
Name(s) of Buyer(s)	· · ·		
Signature	Date	Signature	Date
Patrick OConnor		Katherine OConnor	
	2 (of 2	Rev. 8/16/16 eff. (10/1/16)





Notification of Dual Agency Within a Team in Maryland

Under Maryland law, a team that provides real estate brokerage services must consist of two or more associate brokers or salespersons, or a combination of the two, who:

- 1. work together on a regular basis;
- 2. represent themselves to the public as being part of one entity; and
- 3. Designate themselves by a collective name such as "team" or "group."

The team operates within a brokerage, and team members are supervised by a team leader as well as by the broker, and, if they work in a brokerage branch office, by the branch office manager.

The law permits one member of a team to represent the buyer and one member to represent the seller in the same transaction only if certain conditions are met. If both parties agree, the **broker** of the real estate brokerage with which the salespersons or associate brokers are affiliated may designate one team member as the intracompany agent for the buyer and another team member as the intracompany agent for the seller. No one else may make that designation.

The law also requires that the buyer and seller each be notified in writing that the two agents are members of the same team, and that the team could have a financial interest in the outcome of the transaction in addition to any financial benefit obtained by selling one of the broker's own listings. THIS FORM CONSTITUTES YOUR NOTICE OF THOSE FACTS.

Dual agency may occur only if both parties consent to it, and sign the Consent for Dual Agency form prescribed by the Real Estate Commission. If you have concerns or questions about being represented by a team member when another team member represents the other party, you should address these to the broker or branch office manager before signing the Consent form.

This form must be presented to the buyer and seller at the time that the real estate licensee presents the disclosure of agency relationships. For the seller, that should occur no later than when the seller signs the listing agreement. For the buyer, that should occur no later than the initial scheduled showing of property.

ACKNOWLEDGMENT OF RECEIPT OF NOTICE

I/we acknowledge receipt of the Notification of Dual Agency within a Team.

Katherine OConnor

Date

Date

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Previous New Homes Sales Contracts should be destroyed.

GCAAR Form #1006 - Dual Agency Within a Team-MD

Evers & Co, 4400 Jenifer Street NW Washington, DC 20015

Phone: 202.364.1700 Fax: 202.537.0160

Ellen Sandler

Produced with ZipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48026 www.zipLogix.com

Real Property Data Search

Search Result for MONTGOMERY COUNTY

View Map	View Map View GroundRent Redemption				View GroundRent Registration			
Account Identifier:	ntifier: District - 07 Account Number - 00568166					:		
			nformation	.:				
Owner Name:	O'CONNOR PATI	RICK M & KATHER	RINEL	Use: Principal Reside	RESIDENTIAL YES			
Mailing Address:	6200 WELBORN BETHESDA MD :			Deed Reference	: /38441/ 00465			
		Location & Stru	cture Information					
Premises Address:	6200 WELBORN BETHESDA 2087		. "	Legal Descriptio	n: WOOD ACRES	-		
Map: Grid: Parce	l: Sub District: Subdiv	lsion: Sect	ion: Block:	Lot: Assessmer	nt Year: Plat No: 13	33		
GN61 0000 0000	0057		2	32 2017	Plat Ref:			
Special Tax Areas:	· .	То	wn:		NONE			
•		Ac	Valorem:					
	4 · ·	Ta	k Class:		38			
Primary Structure Built 1941	Above Grade Enclosed Ard	ea Fir	ished Basement Ar	ea Property 7,793 SF	Land Area County Use			
Stories Basement	Tree	Exterior	Full/Unif Dath	Gaussa	Last Malay Banayattan	i		
2 YES	Type STANDARD UNIT	BRICK	Full/Half Bath 2 full/ 1 half	Garage 1 Carport	Last Major Renovation			
2 169	STAINDARD ONLY			Calpuit				
	Bana Malan		formation	Dhara is Assessed				
	Base Value	Value As of		Phase-in Assessn As of	nents As of			
			1/2017	07/01/2016	07/01/2017			
Land:	576,000	576,0	000					
Improvements	202,400	205,8	300					
Total:	778,400	781,8	300	778,400	779,533			
Preferential Land:	0				0			
		Transfer I	nformation					
Seller: JOHN L CALL FAMILY	LLC	Date: 12/04/20	009	P	rice: \$829,000			
Type: ARMS LENGTH IMPRO	OVED	Deed1: /3844*	1/00465	D	eed2:			
Seller: JOHN L CALL		Date: 12/30/19	97	P.	rice: \$0			
Type: NON-ARMS LENGTH (OTHER	Deed1: /15412	2/00034	D	eed2:			
Seller:		Date:			·			
Type:		Deed1:			eed2:			
-71			Information					
Partial Exempt Assessments:	Class	Cvoulture	participation .	07/01/2016	07/01/2017			
County:	000			0.00				
State:	000			0.00				
Municipal:	000			00.0 00.0	0.0000			
Tax Exempt:		Special Tax F	lecapture:	* * * * * * *				
Exempt Class:		NONE	•					
•								

Office of Consumer Protection

Ensuring Integrity in Our Marketplace

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

Printed on: 4/11/2017 12:03:59 PM



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

ACCOUNT NUMBER:

00568166

PROPERTY:

OWNER NAME

O'CONNOR PATRICK M & KATHERINE L

ADDRESS

6200 WELBORN DR

BETHESDA , MD 20816-1120

TAX CLASS

38

REFUSE INFO

Refuse Area: R Refuse Unit:

TAX INFORMATION:

TAX INFORMATION:	•		
TAX DESCRIPTION	FY17 PHASE-IN VALUE ₁	FY16 RATE ₂	ESTIMATED FY17 TAX/CHARGE
STATE PROPERTY TAX	779,533	.1120	\$873.08
COUNTY PROPERTY TAX ₃	779,533	1.0382	\$8,093.11
SOLID WASTE CHARGE ₄		373.1000	\$373.1
WATER QUALITY PROTECT CHG (SF4			\$95
ESTIMATED TOTALS			\$9,434.29

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

- 1. 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.
- 2. 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".
- 3. 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.
- 5. 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.
- 6. You must update the estimate for the property taxes and other non-tax charges
 - a. Every July 1, because the tax rates, phase-in values, and other non-tax charges will or may change; AND ALSO
 - b. 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.
- 7. 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 <u>FAQ</u> section of this website.
- The Proposed Estimated Total includes all actual and proposed taxes and non-tax charges relative to this property.
- 9. 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 until paid.

Department of Finance

Print Bill | FAQs | Search Bills | Tax Lien Sale

Montgomery County Property Tax



REAL PROPERTY CONSOLIDATED TAX BILL

LEVY YEAR 2016

ANNUAL BILL

TAX PERIOD 07/01/2016-06/30/2017

ACCOUNT NUMBER		BILL NO.	PROI	PERTY ADDRESS	MORTGAG	E	OCCUPANCY
00568166		36049239	6200	WELBORN DR	BB&T MORTO	GAGE	PRINCIPAL RESIDENCE
PROI		DESCRIPTIO D ACRES	N		OR PATRICK M (ORN DR BETHES		
LOT	32	TAX DESC	RIPTION		ASSESSMENT	RATE	TAX/CHARGE
BLOCK	2	STATE PRO	PERTY TAX	: 0	778,400	0.1120	871.81
DISTRICT	07	COUNTY PE			778,400	1.0382	8,081.35
SUB	057	SOLID WA				373.1000	373.10
CLASS	Ro38	1	JAL PROT	ECT CHG 🚱			95.00
REFUSE AREA	R ₁ L	CREDIT DE			ASSESSMENT	RATE	9,421.26 AMOUNT -692.00
REFUSE UNIT	1	TOTAL CR					-692.00 -692.00
		PRIOR PAY	YMENTS **	***			\$8,729.26
		TOTAL AM	OUNT				\$0.00

Amount Due by 4/30/2017

\$0.00

E CHECK History



















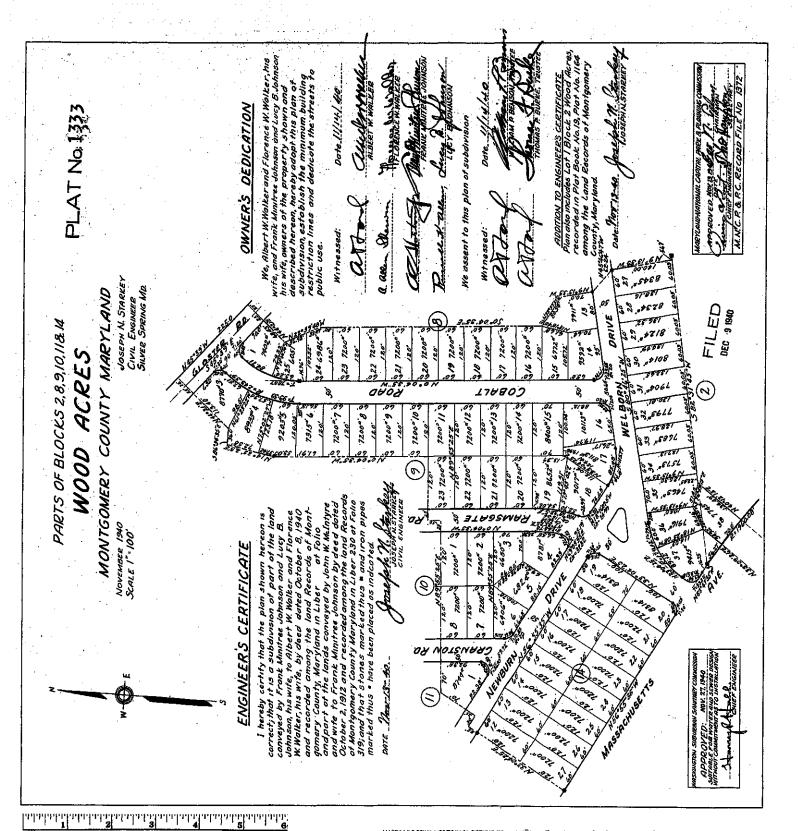


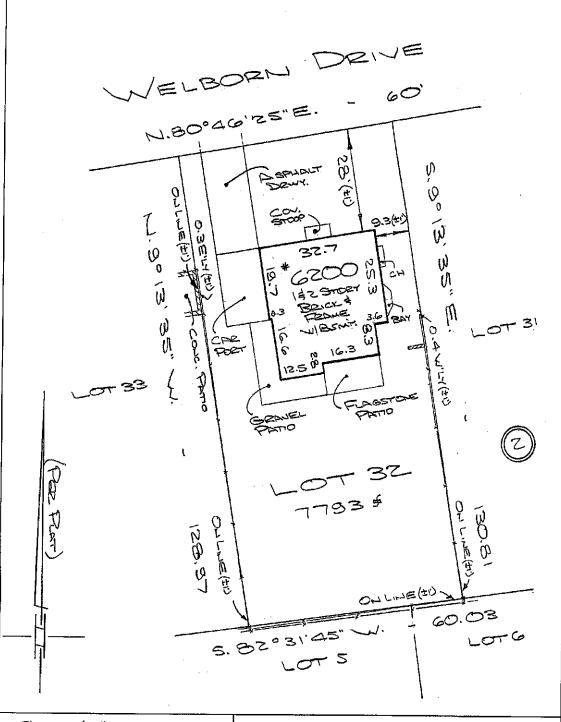
Select Language



Privacy Policy | User Rights | Accessibility | Language Translations | Social Media Policy | County Code Copyright 2017, Montgomery County Government All Rights Reserved.

^{*} Tax Rate is Per \$100 of Assessment





Capitol Surveys, Inc.

10762 Rhode Island Avenue Beltsville, Maryland 20705 Phone 301-931-1350 Fax 301-931-1352 NOTES: Plat is of benefit to a consumer only insofar as it is required by a lender or a title insurance company or its agent in connection with contemplated transfer, financing or re-financing; the plat is not to be relied upon for the establishment or location of fences, garages, buildings, or other existing or future improvements; and the plat does not provide for the accurate identification of property boundary lines, but so the interest of title or security that all or refinancing.

LOCATION DRAWING LOT 32 BLOCK 2

WOOD ACRES

MONTGOMERY COUNTY, MARYLAND

Recorded in Plat Book 2\ Plat \333 Soale 1' = 20'

CASE: 6009-0521 FILE: 90720

DATE: OCTOBER 30, 2009

I hereby certify this location drawing was prepared in accordance with the minimum standards of practice for the State of Maryland and is correct to the best of my belief of what can be visually and accessing to the best observed.

Edward L. Lopez, Jr Maryland Property Line Surveyo No. 522







Utility Cost and Usage History Form

For use in Montgomery County, Maryland

Address 6200 Welborn Drive, Bethesda, MD 20816

Month	Year		Electric	Gas	Heating Oil
		Total Cost:	#101.55	# 8000000 178.87	
March	March 2017		180	159.10	
		Total Cost:	# 104.78	#169.10	
February	2017	Total Usage:	703	157.10	
		Total Cost:	典 112.101	#247. DI	
January	2017	Total Usage:	712	250.20	
J	2.11.	Total Cost:	عاما. <u>15. احم</u>	#205.92	
December	2016	Total Usage:	842	219.20	
		Total Cost:	\$ 110.21	# 75.98	
November	2016	Total Usage:	908	71.60	
		Total Cost:	£ 110.63	वं ३५.१५	
October	2016	Total Usage:	145	22.70	
	0011	Total Cost:	# 236-36	#24.31	
Suptember	2016	Total Usage:	1513	12.50	
		Total Cost:	£ 268.76	H26.41	
August	2016	Total Usage:	1759	14.50	
νο,	0	Total Cost:	£276.97	#26.46	
July	2016	Total Usage:	1783	13.50	
, J	a sho	Total Cost:	# 219.51	\$31.44	
June	2016	Total Usage:	1385	14.50	
May		Total Cost:	# BO.81	#44.61	
lolar	2016	Total Usage:	525	30.00	
d-soil	0 - 11	Total Cost:	#117.99	\$05.74	
Apeil	2016	Total Usage:	784	55.20	
	<u> </u>	Total Cost:	#89.15	#79.52	
March	2016	Total Usage:	586	74.10	
	0	Total Cost:	##D # 110-13	#200.30	
February	2016	Total Usage:	736	93.20	
,	<u> </u>	Total Cost:	#117.80	\$ 186.94	
Janvary	2016/	Total Usage:	811	213.40	

Seller/Owner (Indicate if sole owner) Retrick OConnor

Date

Seller/Owner (Indicate if sole owner) Katherine OConnor

Date

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GCAAR Form #932 - Utility Bills

Page 1 of 1

3/2011

Evers & Co, 4400 Jenifer Street NW Washington, DC 20015 Phone: 202.364.1700 Fax: 202.537.0160

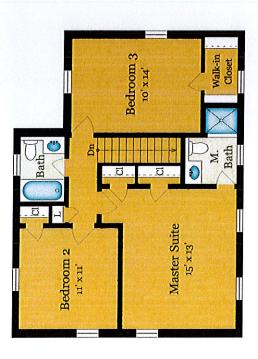
Ellen Sandler

6200 Welborn

6200 WELBORN DRIVE

Bethesda, MD





Storage 21'x 24'

W D

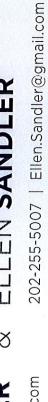
Wech Nech

BASEMENT

UPPER LEVEL



202-255-5006 | SusanHBerger@gmail.com



EVERS & CO.

