



Jurisdictional Disclosure and Addendum to the Sales Contract for Washington, DC
(Recommended for the Listing Agreement and required for the GCAAR Sales Contract)

The Contract of Sale dated 06/06/18 between _____ (Buyer)
 and Jill Zuckman (Seller) for the purchase of the real property located at
 Address 3007 Porter St NW Unit # _____
 City Washington State DC Zip Code 20008, Parking Space(s) # _____
 Storage Unit # _____ with the legal description of Lot 14 Block/Square 2061 Section _____
 Subdivision/Project Name Cleveland Park Tax Account # _____
 is hereby amended by the incorporation of this Addendum, which shall supersede any provisions to the contrary in
 this Contract.

PART I. SELLER DISCLOSURE - AT TIME OF LISTING:

The information contained in this Disclosure was completed by Seller, is based on the Seller's actual knowledge and belief, and is current as of the date hereof.

1. **SELLER DISCLOSURE:** Pursuant to D.C. Code §42-1301, Seller is exempt from property condition disclosure.
 Yes No

2. **DC SOIL DISCLOSURE REQUIREMENTS:** The characteristic of the soil on the Property as described by the Soil Conservation Service of the United States Department of Agriculture in the Soil Survey of the District of Columbia published in 1976 and as shown on the Soil Maps of the District of Columbia at the back of that publication is _____
ULB

For further information, Buyer can contact a soil testing laboratory, the District of Columbia Department of Environmental Services, or the Soil Conservation Service of the Department of Agriculture.

3. **TENANCY:** Seller represents that property is/was OR is not/was not subject to an existing residential lease or tenancy at the time Seller decided to sell. District of Columbia broadly defines a tenant as "a tenant, subtenant, lessee, sublessee, or other person entitled to the possession, occupancy, or the benefits of any rental unit within a housing accommodation." If applicable, the DC Tenancy Addendum is hereby provided.

4. **CONDOMINIUM/CO-OPERATIVE/HOMEOWNERS ASSOCIATION:** Seller represents that this Property is OR is not subject to a condominium, co-operative or homeowners association. If applicable, the following required addendum is attached:

- Condominium Seller Disclosure/Resale Addendum for DC,
- Co-operative Seller Disclosure/Resale Addendum for Maryland and the District of Columbia, or
- HOA Seller Disclosure/Resale Addendum for DC

5. **UNDERGROUND STORAGE TANK DISCLOSURE: (Applicable to single family home sales only)**
 In accordance with the requirements of the District of Columbia Underground Storage Tank Management Act of 1990 [D.C. Code Section 8-113.02(g)], as amended by the District of Columbia Underground Storage Tank Management Act of 1990 Amendment Act of 1992 (the "Act") and the regulations adopted thereunder by the District of Columbia (the "Regulations"), Seller hereby informs Buyer that Seller has no knowledge of the existence or removal during Seller's ownership of the Property of any underground storage tanks as that term is defined in the Act and the Regulations, except as follows:

6. **PROPERTY TAXES:** Future property taxes may change. To determine the applicable rate, see https://www.taxpayerservicecenter.com/RP_Search.jsp?search_type=Assessment. Additional information regarding property tax relief and tax credit information (tax reductions for seniors, homestead exemptions, property tax abatements and others) can be found at: <http://otr.cfo.dc.gov/page/real-property-tax-credits-frequently-asked-questions-fags>.

Seller Jill Zuckman Date 6/6/18 Seller _____ Date _____

PART II. RESALE ADDENDUM

The Contract of Sale dated 06/06/18, between Seller Jill Zuckman and Buyer _____, _____ is hereby amended by the incorporation of Parts I and II herein, which shall supersede any provisions to the contrary in the Contract.

1. SELLER DISCLOSURE: Pursuant to D.C. Code §42-1302, prior to the submission of the offer, Buyer is entitled to a Seller's Disclosure Statement (if Seller is not exempt) and hereby acknowledges receipt of same.

Yes No Not applicable

2. RECORDATION AND TRANSFER TAXES: Rates vary with the sales price and based on property type. See <http://otr.cfo.dc.gov/service/recorder-deeds-frequently-asked-questions-faqs>. In limited circumstances, an exemption from Recordation Tax may be available to Buyer, if Buyer meets the requirements for the Lower Income Home Ownership Exemption Program ("Tax Abatement Program"). See below for additional information. Unless otherwise negotiated, the following will apply:

A. Real Property: Recordation Tax will be paid by Buyer and Transfer Tax will be paid by Seller.

B. Co-operatives: The Economic Interest Deed Recordation Tax will be split equally between Buyer and Seller. There is no Transfer Tax for Co-operatives.

C. Tax Abatement Program: Additional information (including the required Application Form) for the Tax Abatement Program can be obtained at: http://otr.cfo.dc.gov/sites/default/files/dc/sites/otr/publication/attachments/sharp%40dc.gov_20140909_110358.pdf. If Buyer meets the requirements of this program, Buyer will be exempt from Recordation Tax. Additionally, Seller shall credit Buyer an amount equal to what would normally be paid to the District of Columbia as Seller's Transfer Tax to be applied towards Buyer's settlement costs. This credit shall be in addition to any other amount(s) Seller has agreed to pay under the provisions of this Contract. It is Buyer's responsibility to confirm with Lender, if applicable, that the entire credit provided for herein may be utilized. If Lender prohibits Seller from payment of any portion of this credit, then said credit shall be reduced to the amount allowed by Lender.

Buyer is or is not applying for the Tax Abatement Program.

D. First-Time Homebuyer Recordation Tax Credit: Buyer is or is not a DC First-Time Homebuyer and may be eligible for a reduced recordation tax. It is the Buyers responsibility to confirm their eligibility. (See <https://otr.cfo.dc.gov/node/1272871>.)

3. The principals to the Contract mutually agree that the provisions hereof shall survive the execution and delivery of the Deed and shall not be merged herein.

Seller Date Buyer Date

Seller Date Buyer Date



Inclusions/Exclusions Disclosure and/or Addendum

Required for use with GCAAR Listing Agreement & Sales Contract

PROPERTY ADDRESS: 3007 Porter St NW Washington DC 20008

PERSONAL PROPERTY AND FIXTURES: The Property includes the following personal property and fixtures, if existing: built-in heating and central air conditioning equipment, plumbing and lighting fixtures, sump pump, attic and exhaust fans, storm windows, storm doors, screens, installed wall-to-wall carpeting, shutters, window shades, blinds, window treatment hardware, mounting brackets for electronics components, smoke and heat detectors, TV antennas, exterior trees and shrubs. Unless otherwise agreed to herein, all surface or wall mounted electronic components/devices **DO NOT CONVEY**. The items checked below convey. If more than one of an item conveys, the number of items shall be noted in the blank.

- | | | |
|---|---|---|
| KITCHEN APPLIANCES
<input checked="" type="checkbox"/> <u>2</u> Stove/Range
<input checked="" type="checkbox"/> <u>2</u> Cooktop
<input type="checkbox"/> Wall Oven
<input checked="" type="checkbox"/> Microwave
<input checked="" type="checkbox"/> <u>2</u> Refrigerator
<input checked="" type="checkbox"/> <u>1</u> w/ Ice Maker
<input type="checkbox"/> Wine Refrigerator
<input checked="" type="checkbox"/> Dishwasher
<input checked="" type="checkbox"/> Disposer
<input type="checkbox"/> Separate Ice Maker
<input type="checkbox"/> Separate Freezer
<input type="checkbox"/> Trash Compactor

LAUNDRY
<input checked="" type="checkbox"/> <u>2</u> Washer
<input checked="" type="checkbox"/> <u>2</u> Dryer | ELECTRONICS
<input checked="" type="checkbox"/> Alarm System
<input type="checkbox"/> Intercom
<input type="checkbox"/> Satellite Dishes

LIVING AREAS
<input checked="" type="checkbox"/> Fireplace Screen/Doors
<input type="checkbox"/> Gas Logs
<input type="checkbox"/> Ceiling Fans
<input type="checkbox"/> Window Fans
<input checked="" type="checkbox"/> Window Treatments <i>blinds</i>

WATER/HVAC
<input type="checkbox"/> Water Softener/Conditioner
<input type="checkbox"/> Electronic Air Filter
<input type="checkbox"/> Furnace Humidifier
<input type="checkbox"/> Window AC Units | RECREATION
<input type="checkbox"/> Hot Tub/Spa, Equipment & Cover
<input type="checkbox"/> Pool Equipment & Cover
<input type="checkbox"/> Sauna
<input type="checkbox"/> Playground Equipment

OTHER
<input type="checkbox"/> Storage Shed
<input checked="" type="checkbox"/> Garage Door Opener
<input type="checkbox"/> Garage Door Remote/Fob
<input type="checkbox"/> Back-up Generator
<input type="checkbox"/> Radon Remediation System
<input type="checkbox"/> Solar Panels
<input type="checkbox"/> <u>Hall mirror is negotiable</u>
<input type="checkbox"/> _____ |
|---|---|---|

LEASED ITEMS, LEASED SYSTEMS & SERVICE CONTRACTS: Leased items/systems or service contracts, including but not limited to: solar panels & systems, appliances, fuel tanks, water treatment systems, lawn contracts, pest control contracts, security system and/or monitoring, and satellite contracts **DO NOT CONVEY** unless disclosed here

CERTIFICATION: Seller certifies that Seller has completed this checklist disclosing what conveys with the Property.
Jill Zuckman 6/6/18
 Seller Jill Zuckman Date 6/6/18 Seller _____ Date _____

2. ACKNOWLEDGEMENT AND INCORPORATION INTO CONTRACT: (Completed only after presentation to the Buyer)

The Contract of Sale dated 06/06/18 between Seller Jill Zuckman and Buyer _____ referenced above is hereby amended by the incorporation of this Addendum.

_____ Seller (signed only after Buyer)	_____ Date	_____ Buyer	_____ Date
_____ Seller (signed only after Buyer)	_____ Date	_____ Buyer	_____ Date

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SELLER'S PROPERTY CONDITION STATEMENT

For Washington, DC

Property Address: 3007 Porter St NW Washington, DC 20008

Is the property included in a:

- condominium association? Yes No
- cooperative? Yes No
- homeowners association with mandatory participation and fee? Yes No

If this is a sale of a condominium unit or cooperative unit, or in a homeowners association, this disclosure form provides information only as to the unit (as defined in the governing documents of the association) or lot (as defined in the covenants applicable to the lot), and not as to any common elements, common areas or other areas outside of the unit or lot.

Purpose of Statement: This Statement is a disclosure by the Seller of the defects or information actually known by the Seller concerning the property, in compliance with the District of Columbia Residential Real Property Seller Disclosure Act. Unless otherwise advised, the Seller does not possess an expertise in construction, architecture, engineering, or any other specific area related to the construction of the improvements on the property or the land. Also, unless otherwise advised, the Seller has not conducted any inspection of generally inaccessible areas such as the foundation or roof. THIS STATEMENT IS NOT A WARRANTY OF ANY KIND BY THE SELLER OR BY ANY AGENT REPRESENTING THE SELLER IN THIS TRANSACTION, AND IS NOT A SUBSTITUTE FOR ANY INSPECTIONS OR WARRANTIES THE BUYER MAY WISH TO OBTAIN.

Seller Disclosure: The Seller discloses the following information with the knowledge that, even though this is not a warranty, the Seller specifically makes the following statements based on the seller's actual knowledge at the signing of this document. Upon receiving this statement from the Seller, the Seller's agent is required to provide a copy to the Buyer or the agent of the Buyer. The Seller authorizes its agent (s) to provide a copy of this statement to any prospective buyer or agent of such prospective buyer in connection with any actual or anticipated sale of property. The following are statements made solely by the Seller and are not the statements of the Seller's agent (s), if any. This information is a disclosure only and is not intended to be a part of any contract between Buyer and Seller.

The seller(s) completing this disclosure statement have owned the property from _____ to _____.

The seller(s) completing this disclosure have occupied the residence from _____ to _____.

A. Structural Conditions

1. Roof roof is a common element maintained by condominium or cooperative (no further roof disclosure required).

Age of Roof 0-5 years 5-10 years 10-15 years 15+ years Unknown

Does the seller have actual knowledge of any current leaks or evidence of moisture from roof?

Yes No

If yes, comments: Miracote roof resurfaced in Oct, 2011

Does the seller have actual knowledge of any existing fire retardant treated plywood?

Yes No

If yes, comments: _____

2. **Fireplace/Chimney(s)**

Does the seller have actual knowledge of any defects in the working order of the fireplaces?

Yes No No fireplace(s)

If yes, comments: _____

Does the seller know when the chimney(s) and/or flue were last inspected and/or serviced?

Yes No No chimneys or flues

If yes, when were they last serviced or inspected? Nov. 2017

This is the required Seller's Disclosure Statement approved by the Washington, DC Board of Real Estate.

3. Basement

Does the seller have actual knowledge of any current leaks or evidence of moisture in the basement? Yes No Not Applicable

If yes, comments: _____

Does the seller have actual knowledge of any structural defects in the foundation?

Yes No

If yes, comments: _____

4. Walls and floors

Does the seller have actual knowledge of any structural defects in walls or floors?

Yes No

If yes, comments: _____

5. Insulation

Does the seller have actual knowledge of presence of urea formaldehyde foam insulation?

Yes No

If yes, comments: _____

6. Windows

Does the seller have actual knowledge of any windows not in normal working order?

Yes No

If yes, comments: _____

B. Operating Condition of Property Systems

1. Heating System heating system is a common element maintained by condominium or cooperative (no further disclosure on heating system required).

Type of system Forced Air Radiator Heat Pump

Electric baseboard Other

Heating Fuel Natural Gas Electric Oil Other

Age of system 0-5 years 5-10 years 10-15 years Unknown

Does the seller have actual knowledge that heat is not supplied to any finished rooms?

Yes No

If yes, comments: _____

Does the seller have actual knowledge of any defects in the heating system?

Yes No

If yes, comments: _____

Does the heating system include:

Humidifier Yes No Unknown

Electronic air filter Yes No Unknown

If installed, does the seller have actual knowledge of any defects with the humidifier and electronic filter?

Yes No Not Applicable

If yes, comments: _____

2. Air Conditioning System air conditioning is a common element maintained by condominium or cooperative (no further disclosure on air conditioning system required).

Type of system: Central AC Heat Pump Window/wall units

Other Not Applicable

Air Conditioning Fuel Natural Gas Electric Oil Other

Age of system 0-5 years 5-10 years 10-15 years Unknown

This is the required Seller's Disclosure Statement approved by the Washington, DC Board of Real Estate.

If central AC, does the seller have actual knowledge that cooling is not supplied to any finished rooms? Yes No Not Applicable

If yes, comments: AC is not vented to basement

Does the seller have actual knowledge of any problems or defects in the cooling system?

Yes No Not Applicable

If yes, comments: _____

3. Plumbing System

Type of system: Copper Galvanized Plastic Polybutelene Unknown

Water Supply: Public Well

Sewage Disposal Public Well

Water Heater Fuel Natural Gas Electric Oil Other

Does the seller have actual knowledge of any defects with the plumbing system?

Yes No

If yes, comments: _____

4. Electrical System

Does the seller have actual knowledge of any defects in the electrical system, including the electrical fuses, circuit breakers, outlets, or wiring?

Yes No

If yes, comments: Electrical system upgraded during kitchen renovation 4 yrs ago.

C. Appliances

Does the seller have actual knowledge of any defects with the following appliances?

Range/Oven	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Not Applicable
Dishwasher	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Not Applicable
Refrigerator	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Not Applicable
Range hood/fan	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Not Applicable
Microwave oven	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Not Applicable
Garbage Disposal	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Not Applicable
Sump Pump	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> Not Applicable
Trash compactor	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> Not Applicable
TV antenna/controls	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Not Applicable
Central vacuum	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> Not Applicable
Ceiling fan	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> Not Applicable
Attic fan	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Not Applicable
Sauna/Hot tub	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> Not Applicable
Pool heater & equip.	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> Not Applicable
Security System	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Not Applicable
Intercom System	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> Not Applicable
Garage door opener	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Not Applicable
& remote controls	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Not Applicable
Lawn sprinkler system	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> Not Applicable
Water treatment system	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> Not Applicable
Smoke Detectors	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Not Applicable
Carbon Monoxide			
Detectors	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Not Applicable
Other Fixtures			
Or Appliances	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Not Applicable

If yes to any of the above, describe defects: _____

This is the required Seller's Disclosure Statement approved by the Washington, DC Board of Real Estate.

D. Exterior/Environmental Issues

1. Exterior Drainage

Does the seller have actual knowledge of any problem with drainage on the property?

Yes No

If yes, comments: _____

2. Damage to property

Does the seller have actual knowledge whether the property has previously been damaged by:

Fire Yes No

Wind Yes No

Flooding Yes No

If yes, comments: _____

3. Wood destroying insects or rodents:

Does the seller have actual knowledge of any infestation or treatment for infestations?

Yes No

If yes, comments: _____

Does the seller have actual knowledge of any prior damage or repairs due to a previous infestation?

Yes No

If yes, comments: _____

4. Does the seller have actual knowledge of any substances, materials or environmental hazards (including but not limited to asbestos, radon gas, lead based paint, underground storage tanks, formaldehyde, contaminated soil, or other contamination) on or affecting the property?

Yes No

If yes, comments: _____

5. Does the seller have actual knowledge of any zoning violations, nonconforming uses, violation of building restrictions or setback requirements, or any recorded or unrecorded easement, except for utilities, on or affecting the property?

Yes No

If yes, comments: _____

6. Does the seller have actual knowledge that this property is a DC Landmark, included in a designated historic district or is designated a historic property?

Yes No

If yes, comments: Cleveland Park Historic District

7. Has the property been cited for a violation of any historic preservation law or regulation during your ownership?

Yes No

If yes, comments: _____

This is the required Seller's Disclosure Statement approved by the Washington, DC Board of Real Estate.

8. Does the seller have actual knowledge if an façade easement or a conservation easement has been placed on the property?

Yes No

If yes, comments: façade easement by L'Entart Trust,

The seller(s) certifies that the information in this statement is true and correct to the best of their knowledge as known on the date of signature.

 Julie Zuckman
Seller

6/6/18
Date

Seller

Date

Buyer(s) have read and acknowledge receipt of this statement and acknowledge that this statement is made based upon the seller's actual knowledge as of the above date. This disclosure is not a substitute for any inspections or warranties which the buyer(s) may wish to obtain. This disclosure is NOT a statement, representation, or warranty by any of the seller's agents or any sub-agents as to the presence or absence of any condition, defect or malfunction or as to the nature of any condition, defect or malfunction.

Buyer

Date

Buyer

Date

This is the required Seller's Disclosure Statement approved by the Washington, DC Board of Real Estate.



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

For the sale of Property at: 3007 Porter St NW
Washington, DC 20008

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

- Property (all portions) was constructed after January 1, 1978. (If initialed, complete section V only.)
 - Property (any portion) was constructed before January 1, 1978. (If initialed, complete all sections.)
 - Seller is unable to represent and warrant the age of the property. (If initialed, complete all sections.)
- Year Constructed: 1925

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

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

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

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

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

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

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

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

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

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

c. Purchaser has read the Lead Warning Statement above.

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

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

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

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

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

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

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

V. Certification of Accuracy

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

Seller: Julie Zuckerman Date: 6/6/18

Purchaser: _____ Date: _____

Seller: _____ Date: _____

Purchaser: _____ Date: _____

Agent: Susan Berger / Ellen Sandler Date: 6/8/18

Agent: _____ Date: _____





DC Lead Disclosure Form

Information about Lead-Based Paint in this Property

Purpose: Inform potential renters and homebuyers of the presence of lead-based paint and related hazards in the property they are considering.

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can be a health hazard, especially for young children and pregnant women. Owners or managers of these properties must provide information about lead-based paint in the property that they want to rent or sell. DC requires the renter or buyer to have this information **before** they decide to rent or purchase the property.

This form does not replace the Federal Lead Disclosure form. DC law provides additional protections for the renter or purchaser. A DC Lead Disclosure form is not required for properties built in 1978 or later.

Are you a POTENTIAL TENANT or BUYER?

Review this page carefully before following instructions on page two.

Are you a PROPERTY OWNER or MANAGER?

You will need the following information to complete this form:

- Copies of any lead-based paint reports, assessments, or surveys related to the property.
- The latest version of the EPA Protect Your Family From Lead in Your Home pamphlet.
- Knowledge about lead-contaminated dust/soil and condition of the paint on the property.
- Knowledge about any lead-based paint related legal actions taken against the property.

Property owners and managers: keep the signed original of this form on record for at least 6 years, as you may be audited by the DC Department of Energy and Environment.

What to look for inside the property or in the property's common areas:

- Peeling, chipping, chalking, cracking, or damaged paint.
- Lead-based paint on windows, doors, stairs, railings, banisters, porches, or other high-wear surfaces that children might chew.
- Lead that is present in bare soil.
- Lead dust that forms when lead-based paint is scraped, sanded, or heated, or when painted surfaces with lead in them bump or rub together.
- Surfaces with lead paint chips/dust, or settled dust that reenters the air through vacuuming or sweeping.

For more information see The District of Columbia "Lead-Hazard Prevention and Elimination Act of 2008," as amended (the "Act"), D.C. Official Code § 8-231.01 et seq., and the Federal Lead Warning Statement, 24 CFR Part 35: <http://bit.ly/federallead>.

If you need help in your language, please call 202-535-2600. | በአማርኛ ለርዳታ ከፈለጉ በ 202-535-2600 ይደውሉ | Si necesita ayuda en Español, por favor llame al 202-535-2600. | Si vous avez besoin d'aide en Français appelez-le 202-535-2600. | 如果您需要中文服務，請致電 202-535-2600 | 한국어로 도움이 필요합니까? 무료 한국어통역: 202-535-2600 | Nếu quý vị cần giúp đỡ bằng tiếng Việt, xin gọi 202-535-2600.



DC Department of Energy & Environment | 202.535.2600 | doee.dc.gov/lead

If you are:	You need to:
The property owner or manager	<ul style="list-style-type: none"> Complete Sections A and B. Provide a copy to the tenant/buyer.
The potential tenant or buyer	<ul style="list-style-type: none"> Carefully review Section B. Sign Section C.

SECTION A: Property Owner/Manager's Signature

Property Address: 3007 Porter St NW Unit: _____ Washington, DC ZIP: 20008

I am the (check one) owner manager of this property and will truthfully give the answers to the following questions about lead-based paint/hazards in or around this property.

Owner/Manager Name: Jill Zuckman Signature: *Jill Zuckman*

SECTION B: Information About the Lead-Based Paint in this Property

Lead-based paint is assumed to be present in properties built before 1978. To the best of your knowledge, is there peeling or chipping paint, lead-contaminated dust/soil, or other lead-based paint hazards inside or around the property?

No Yes, in the following location(s): *For more space attach a summary*

Does DC Government have any pending actions related to lead-based paint for this property?

- Check all that apply*
- Yes, a notice of violation
 - Yes, a notice of lead-based paint hazards
 - Yes, an administrative order to eliminate lead-based paint hazards
 - Yes, other notices or orders related to lead-based paint. Please list:
 - No

Are there any reports or documents about lead-based paint or hazards in or around this property?

This includes reports or documents provided to you by a previous or current owner, property manager, DC Government agency, or contractor.

No Yes and I understand I must provide a copy of those documents to the tenant/buyer if they ask.

SECTION C: Tenant/Buyer's Acknowledgement

I was provided this form and the Protect Your Family from Lead In Your Home pamphlet before I signed a lease or purchase agreement.

Yes No, I have already signed a lease or purchase agreement.

I understand I have the right to ask the owner or manager for any reports or documents about lead-based paint or hazards in or around this property.

Name: _____ Signature: _____ Date: _____

Conservation Easement Deed Page 1

CONSERVATION EASEMENT DEED OF GIFT

THIS IS A DEED of a Scenic, Open Space and Architectural Façade Easement, made on the 24th day of SEPT., 2001 by Jill B. Zuckman ("Grantor," the term being used collectively if there is more than one owner of the Property) to The L'Enfant Trust ("Grantee").

I.

A. The Grantee is a District of Columbia non-profit corporation chartered to promote a public aesthetic in land use planning, including the preservation of historically important properties, and is a "qualified organization" as defined in Section 170(h)(3) of the Internal Revenue Code.

B. The Grantee is authorized to accept and administer gifts of real and personal property, including easements for conservation purposes, in furtherance of its public purposes.

C. The Grantor is the owner in fee simple of improved real property, identified as 3007 Porter Street, NW, Washington, D.C. 20008 (STREET ADDRESS) and fully described in Exhibit "A" (LEGAL DESCRIPTION USED ON DEED OF PURCHASE FOR PROPERTY) attached hereto and incorporated herein by this reference (the "Property").

D. The Property constitutes an important element in the architectural ensemble of the Historic District in which it is located and the grant of the easement as set forth in this instrument will, *inter alia*, assist in preserving a historically important land area or a certified historic structure and in preserving open space for the scenic enjoyment of the general public.

E. Grantor desires to grant to the Grantee, and the Grantee desires to accept a scenic, open space and architectural facade easement on the Property, exclusively for conservation purposes.

F. The term "Facade" as used herein consists of all exterior surfaces of the improvements on the Property, including all walls, roofs, and chimneys (the existing improvements at the Property hereinafter sometimes referred to as the "Building"). Written descriptions and photographs of the Facade are "Exhibit B" hereto and are on file at the offices of the Grantee but are not appended hereto. It is the intent of the parties that the Facade, Building and Property (except for minor changes in landscaping) remain essentially unchanged, and in case of ambiguity, the photographs and descriptions constituting Exhibit B shall control.

dB

Conservation Easement Deed Page 2

II.

The Grantor does hereby grant and convey to the Grantee, TO HAVE AND TO HOLD, an easement in gross, in perpetuity, in, on, and to the Property, the Building and the Façade, being a scenic, open space and architectural facade easement on the Property, with the following rights:

A. Without the express written consent of the Grantee, which consent may be withheld, conditioned or delayed in the sole and absolute discretion of the Grantee, the Grantor will not undertake nor suffer nor permit to be undertaken:

1. any alteration, construction or remodeling of existing improvements on the Property, or the placement thereon or on the Building of signs or markers, which would materially alter or change the appearance of the Façade);

2. the exterior extension of existing improvements on the Property or the erection of any new or additional improvements on the Property or in the open space above or surrounding the existing improvements except for, subject to the consent of the Grantee which consent will not be unreasonably withheld, the erection of new improvements, including an architecturally consistent Façade, to replace existing improvements which have been wholly or partially destroyed (e.g., by fire); or

3. the painting or cleaning of the Façade in a manner incompatible with the protection and preservation of the Façade; provided, however, that the maintenance, reconstruction, repair and refinishing of presently existing elements of the Façade, damage to which has resulted from casualty loss, destruction or deterioration, is permitted so long as it is conducted in a manner which will maintain or recreate the essential appearance of the Façade as it exists at this date or as it existed at the time the improvements were first constructed; and provided, further, that dignified signs or markers may be placed on the Façade without consent of the Grantee so long as they (i) indicate no more than the street address and occupants of the premises; or (ii) are necessary to direct pedestrians or vehicular traffic; or (iii) commemorate the history of the Property or the grant of this easement.

B. The Grantor further undertakes periodically to clean the Façade, to keep the Grantee's marker polished and visible from the street, and to maintain the Property, Building and Façade in good repair and condition at all times.

C. Grantor agrees that any rehabilitation work or new construction work on the Façade, whether or not Grantee has given consent to undertake the same, will comply with the requirements of all applicable federal, state and local governmental laws and regulations. Without limiting the foregoing, Grantor's attention is directed to the Secretary of the Interior's Standards for Rehabilitating Historic Buildings, presently codified at 36 Code of Federal Regulations Part 67, and to the District of Columbia Landmarks Preservation Ordinance.

III.

The Grantee, in order to ensure the effective enforcement of this easement shall have, and the Grantor hereby grants it, the following rights:

1. at reasonable times and upon reasonable notice, the right to enter upon and inspect the Facade and any improvement thereon, but not including the inside of the Building;

2. the right (a) to place a marker on the Facade providing historical information and/or indicating the Grantee's ownership of this easement, and (b) to keep such marker clean and visible from the street;

3. in the event of a violation of this easement and upon reasonable notice to the Grantor:

(a) the right to institute legal proceedings to enjoin such violation by temporary, and/or permanent injunction, to require the restoration of the Property or the improvements thereon, including the Facade, and open space, to its prior condition, to collect damages, to be reimbursed by Grantor for all reasonable costs and attorneys fees, and to avail itself of all other legal and equitable remedies;

(b) the right (i) to enter upon the Property and improvements thereon in order to correct such violation and (ii) to hold Grantor responsible for the cost thereof; and

(c) the right to place a lien against the Property to secure the payment of any of Grantor's obligations arising under this instrument.

4. Any lien securing Grantee and created hereunder shall be subordinate to the lien of any existing or future mortgagee or holder of a deed of trust on the Property. The sale or transfer of the Property pursuant to a foreclosure or any proceeding in lieu thereof shall extinguish the Grantee's lien, but only as to such lender. Furthermore, any indebtedness represented by the Grantee's lien shall continue as a personal obligation of the Grantor, the Grantor's successors, heirs and assigns, and all others successors in interest to the Grantor.

IV.

A. This easement is binding not only upon Grantor but also upon its successors, heirs and assigns and all other successors in interest to the Grantor, and shall continue as a servitude running in perpetuity with the land. This easement shall survive any termination of Grantor's or the Grantee's existence. The rights of the Grantee under this instrument shall run for the benefit of and may be exercised by its successors and assigns, or by its designees duly authorized in a deed of appointment.

Conservation Easement Deed Page 4

B. Grantee covenants and agrees that it will not transfer, assign or otherwise convey its rights under this conservation easement except to another "qualified organization" described in Section 170(h)(3) of the Internal Revenue Code of 1986 and controlling Treasury regulations, and Grantee further agrees that it will not transfer this easement unless the transferee first agrees to continue to carry out the conservation purposes for which this easement was created, provided, however, that nothing herein contained shall be construed to limit the Grantee's right to give its consent (e.g., to changes in a Façade) or to abandon some or all of its rights hereunder.

C. In the event this easement is ever extinguished, whether through condemnation, judicial decree or otherwise, Grantor agrees on behalf of itself, its heirs, successors and assigns, that Grantee, or its successors and assigns, will be entitled to receive upon the subsequent sale, exchange or involuntary conversion of the Property, a portion of the proceeds from such sale, exchange or conversion equal to the same proportion that the value of the initial easement donation bore to the entire value of the property at the time of donation, unless controlling state law provides that the Grantor is entitled to the full proceeds in such situations, without regard to the easement. Grantee agrees to use any proceeds so realized in a manner consistent with the conservation purposes of the original contribution.

D. The property is currently encumbered by a Deed of Trust recorded in the land records of the District of Columbia securing a loan payable to Chevy Chase Bank("Lender(s)"). Lender(s) joins in the execution of this Conservation Deed for the sole and limited purpose of subordinating its rights in the Property to the right of the Grantee, its successors or assigns, to enforce the conservation purposes of this easement in perpetuity.

IN WITNESS WHEREOF, the Grantor has executed this Conservation Easement Deed on the date first written above.

Neil B. Zuckman
Grantor

Grantor

Accepted:
The L'Enfant Trust


By: Paul B Goldman

Date: 12/3/01

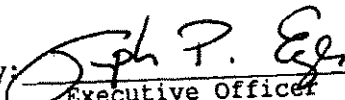
Lender Acknowledgment - Conservation Easement

IN WITNESS WHEREOF, Chevy Chase Bank [Lender Name] has on this 2nd day of November, 2001, caused these presents to be signed by Joseph P. Eger [print name], its Vice President [title of executive officer], and attested by its Vice President [title of attesting officer e.g., corporate secretary] and its corporate seal to be affixed and hereby appoints Joseph P. Eger its true and lawful attorney in fact to acknowledge and deliver these presents as its act and deed.

Chevy Chase Bank
Name of Lending Institution

Attest:


Attesting Officer
Jeffrey R. Huston
(CORPORATE SEAL)

By: 

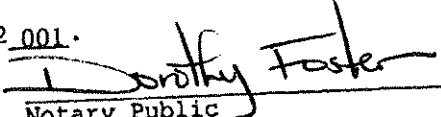
Executive Officer
Vice President

Notary Form For Lender

State Of Maryland
County of Prince George's)

SS:

I, Dorothy Foster, a notary public in and for the state and county _____, do hereby certify that Joseph P. Eger, who is personally well known to me as the person named as the attorney in fact in the foregoing and annexed deed, bearing date on the ~~2nd~~ ^{SEPTMBER} day of ~~November~~, 2001 personally appeared before me as the attorney in fact as aforesaid, and by virtue of the power vested in him ~~and~~ by said deed, acknowledged the same to be the act and deed of the Chevy Chase Bank. Given under my hand and official seal this 2nd day of November, 2001.



DOROTHY FOSTER Notary Public [SEAL]
Notary Public, State of Maryland
My Commission Expires: My Commission Expires August 1, 2005

Conservation Easement Deed Page 5B

Property: 3007 Porter St., NW, WDC 20008, Loan # 864002017 - Zuckman

Lender Acknowledgment - Conservation Easement

IN WITNESS WHEREOF, CHEVY CHASE BANK FSB [Lender Name] has on this 24th day of SEPTEMBER, 2001, caused these presents to be signed by RONALD K. EBY [print name], its VICE PRESIDENT [title of executive officer], and attested by its CORPORATE SECRETARY [title of attesting officer e.g., corporate secretary] and its corporate seal to be affixed and hereby appoints RONALD K. EBY its true and lawful attorney in fact to acknowledge and deliver these presents as its act and deed.

CHEVY CHASE BANK FSB
Name of Lending Institution

Attest:

Shirley A. DuWall
Attesting Officer

(CORPORATE SEAL)

By: [Signature]
Executive Officer

Notary Form For Lender

MARYLAND COUNTY
PRINCE GEORGE'S)

SS:

I, Kimberly A. Boddie, a notary public in and for the state and county, do hereby certify that RONALD K. EBY, who is personally well known to me as the person named as the attorney in fact in the foregoing and annexed deed, bearing date on the 24th day of SEPTEMBER 2001 personally appeared before me as the attorney in fact as aforesaid, and by virtue of the power vested in him/her by said deed, acknowledged the same to be the act and deed of the. Given under my hand and official seal this 24th day of SEPTEMBER 2001

[Signature]
Notary Public
(SEAL)

My Commission Expires:

KIMBERLY A. BODDIE
NOTARY PUBLIC STATE OF MARYLAND
My Commission Expires June 14, 2005

Conservation Easement Deed Page 6

Notary Form for Individual Donors

District of
Columbia

SS:

I, Robert Kotchenruther II, a notary public in and for the state and county

aforsaid, do hereby certify that Jill B. Zuckman, the Grantor in
the foregoing Deed bearing the date on the 24th day of SEPTEMBER,
2001, and hereto annexed, personally appeared before me in said jurisdiction
the said District of Columbia, being personally well-known to me as the
persons who executed the said Deed, and acknowledged the same to be
his/her/their act and deed. Given under my hand and official seal this 29
day of NOV, 2001.

Robert Kotchenruther II

Notary Public

[SEAL]

My Commission Expires: 10-31-06

01211366-0
MIN 1000153-0012113660-5
ZUCKMAN

EXHIBIT A

(Q) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. Section 2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(R) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

TRANSFER OF RIGHTS IN THE PROPERTY

The beneficiary of this Security Instrument is MERS (solely as nominee for Lender and Lender's successors and assigns) and the successors and assigns of MERS. This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the District of Columbia:

LOT 14 IN SQUARE 2061 IN A SUBDIVISION MADE BY THE CONNECTICUT AVENUE HIGHLANDS COMPANY OF BLOCK 6 KNOWN AS "CONNECTICUT AVENUE HIGHLANDS", AS PER PLAN RECORDED IN LIBER COUNTY NO. 18 AT FOLIO 12 AMONG THE LAND RECORDS OF THE OFFICE OF THE DISTRICT OF COLUMBIA.

SUBJECT TO COVENANTS OF RECORD.

Parcel ID Number: _____ which currently has the address of
3007 Porter Street, NW (State)
Washington, District of Columbia 20008 (Zip Code) ("Property Address"):

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right: to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.