



Inclusions/Exclusions Disclosure and/or Addendum

Required for use with GCAAR Listing Agreement & Sales Contract

PROPERTY ADDRESS: **4600 Drummond Avenue** **Chevy Chase MD 20815**

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

- Stove/Range
- Cooktop
- Wall Oven
- Microwave
- Refrigerator
- w/ Ice Maker
- Wine Refrigerator
- Dishwasher
- Disposer
- Separate Ice Maker
- Separate Freezer
- Trash Compactor

ELECTRONICS

- Alarm System
- Intercom
- Satellite Dishes

RECREATION

- Hot Tub/Spa, Equipment & Cover
- Pool Equipment & Cover
- Sauna
- Playground Equipment

LIVING AREAS

- Fireplace Screen/Doors
- Gas Logs
- Ceiling Fans
- Window Fans
- Window Treatments

OTHER

- Storage Shed
- Garage Door Opener
- Garage Door Remote/Fob
- Back-up Generator
- Radon Remediation System
- Solar Panels

LAUNDRY


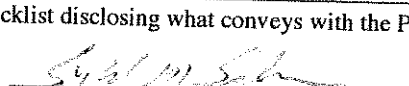
- Washer
- Dryer

WATER/HVAC

- Water Softener/Conditioner
- Electronic Air Filter
- Furnace Humidifier
- Window AC Units

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

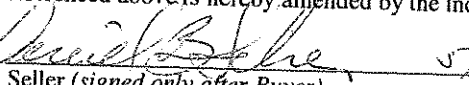

CERTIFICATION: Seller certifies that Seller has completed this checklist disclosing what conveys with the Property.

 5/30/18
 Seller **Daniel Silver** Date
 5/30/18
 Seller **Sybil Silver** Date

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

The Contract of Sale dated _____ between Seller **Daniel Silver** **Sybil Silver** and Buyer _____

referenced above is hereby amended by the incorporation of this Addendum.

 5/30/18
 Seller (signed only after Buyer) _____ Date
 _____ Buyer _____ Date
 5/30/18
 Seller (signed only after Buyer) _____ Date
 _____ Buyer _____ Date

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MARYLAND RESIDENTIAL PROPERTY DISCLOSURE AND DISCLAIMER STATEMENT

Property Address:

4600 Drummond Avenue

Chevy Chase MD 20815

Legal Description:

Lot 17 Drummond

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 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 sale under §13-207(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.

How long have you owned the property?

[Empty box for duration of ownership]

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

Water Supply [X] Public [] Well [] Other
Sewage Disposal [X] Public [] Septic System approved for (# bedrooms) Other Type
Garbage Disposal [] Yes [] No
Dishwasher [] Yes [] No
Heating [] Oil [] Natural Gas [] Electric [] Heat Pump Age [] Other
Air Conditioning [] Oil [] Natural Gas [] Electric [] Heat Pump Age [] Other
Hot Water [] Oil [] Natural Gas [] Electric Capacity Age [] Other

Please indicate your actual knowledge with respect to the following:

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

Comments: _____

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

Comments: _____

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

Type of roof: _____ Age: _____

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

Comments: _____

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

Comments: _____

Any Defects (structural or otherwise)? Yes No Unknown

Comments: _____

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

Comments: _____

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

Comments: _____

Is the system in operating condition? Yes No Unknown

Comments: _____

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

Comments: _____

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

Comments: _____

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

Yes No Unknown

Comments: _____

8A. Will the smoke detectors provide an alarm in the event of a power outage? Yes No

Are the smoke detectors over 10 years old? Yes No

If the smoke alarms are battery operated, are they sealed, tamper resistant units incorporating a silence/hush button, which use long-life batteries as required in all Maryland Homes by 2018? Yes No

Comments: _____

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

When was the system last pumped? Date: _____ Unknown

Comments: _____

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

Comments: _____

Home Water Treatment System: Yes No Unknown

Comments: _____

Fire Sprinkler System: Yes No Unknown Does Not Apply

Comments: _____

Are the systems in operating condition? Yes No Unknown

Comments: _____

11. Insulation:

In exterior walls? Yes No Unknown

In ceiling/attic? Yes No Unknown

In any other areas? Yes No Where: _____

Comments: _____

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

Yes No Unknown

Comments: _____

Are gutters and downspouts in good repair? Yes No Unknown

Comments: _____

13. Wood-destroying insects: Any infestation and/or prior damage: Yes No Unknown
Comments: _____

Any treatments or repairs? Yes No Unknown

Any warranties? Yes No Unknown

Comments: _____

14. Are there any hazardous or regulated materials (including, but not limited to licensed landfills, asbestos, radon gas, lead-based paint, underground storage tanks, or other contamination) on the property?

If yes, specify below. Yes No Unknown

Comments: _____

15. If the property relies on the combustion of a fossil fuel for heat, ventilation, hot water, or clothes dryer operation, is a carbon monoxide alarm installed in the property?

Yes No Unknown

Comments: _____

16. Are there any zone violations, nonconforming uses, violation of building restrictions or setback requirements or any recorded or unrecorded easement, except for utilities, on or affecting the property?

If yes, specify below. Yes No Unknown

Comments: _____

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

Yes No Does Not Apply Unknown

Comments: _____

17. Is the property located in a flood zone, conservation area, wetland area, Chesapeake Bay critical area or Designated Historic District?

Comments: Yes No Unknown If yes, specify below. _____

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

Yes No Unknown If yes, specify below.

Comments: _____

19. Are there any other material defects, including latent defects, affecting the physical condition of the property?

Yes No Unknown

Comments: _____

NOTE: Owner(s) may wish to disclose the condition of other buildings on the property on a separate RESIDENTIAL PROPERTY DISCLOSURE STATEMENT.

The owner(s) acknowledge having carefully examined this statement, including any comments, and verify that is complete and accurate as of the date signed. The owner(s) further acknowledge that they have been informed of their rights and obligations under §10-702 of the Maryland Real Property Article.

Owner _____ Date _____

Owner _____ Date _____

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

Purchaser _____ Date _____

Purchaser _____ Date _____

MARYLAND RESIDENTIAL PROPERTY DISCLAIMER STATEMENT

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

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

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

Owner *Daniel B. Silva* Date *May 30, 2018*
Owner *Sybil M. Silva* Date *5/30/18*

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

Purchaser _____ Date _____
Purchaser _____ Date _____



MARYLAND LEAD POISONING PREVENTION PROGRAM DISCLOSURE

Property Address: 4600 Drummond Avenue Chevy Chase MD 20815

MARYLAND LEAD POISONING PREVENTION PROGRAM DISCLOSURE: Under the Maryland Lead Poisoning Prevention Program (the "Maryland Program"), any leased residential dwelling constructed prior to 1978 is required to be registered with the Maryland Department of the Environment (MDE). Detailed information regarding compliance requirements may be obtained at: http://mde.maryland.gov/programs/Land/LeadPoisoningPrevention/Pages/index.aspx

1. Seller hereby discloses that the Property was constructed prior to 1978;

AND

The Property 1 is or DBS 345 is not registered in the Maryland Program. (Seller to initial applicable line).

2. If the Property was constructed prior to 1978 and Buyer intends to lease the Property effective immediately following settlement or in the future, Buyer is required to register the Property with the Maryland Department of the Environment within thirty (30) days following the date of settlement or within thirty (30) days following the conversion of the Property to rental property as required by the Maryland Program. Buyer is responsible for full compliance under the Maryland Program, including but not limited to, registration; inspections; lead-paint risk reduction and abatement procedures; payment of all fees, costs and expenses; and the notice requirements to tenants.

3. If the Property is registered under the Maryland Program as indicated above, Seller further discloses to Buyer that an event as defined under the Maryland Program (including, but not limited to, notice of the existence of lead-based paint hazards or notice of elevated blood lead levels from a tenant or state, local or municipal health agency) (Seller to initial applicable line) 1 has; or DBS 1345 has not occurred, which obligates Seller to perform either the modified or full risk reduction treatment of the Property as required under the Maryland Program. If an event has occurred that obligates Seller to perform either the modified or full risk reduction treatment of the Property, Seller hereby discloses the scope of such treatment

If such event has occurred, Seller (Seller to initial applicable line) / will; OR / will not perform the required treatment prior to transfer of title of the Property to Buyer.

ACKNOWLEDGEMENT: Buyer acknowledges by Buyer's initials that Buyer has read and understands the above Paragraphs. / (BUYER)

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 Daniel B. Silver 5/30/18 Date

Seller Sel M Sel 5/30/18 Date

Buyer Date

Buyer Date

Seller's Agent Date

Buyer's Agent Date



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

ADDENDUM dated 05/23/18 to the Contract of Sale
between Buyer _____
and Seller Daniel Silver
for Property known as 4600 Drummond Avenue
Sybil Silver
Chevy Chase MD 20815

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

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

- (A) A written property condition disclosure statement listing all defects including latent defects, or information of which the seller has actual knowledge in relation to the following:
- (i) Water and sewer systems, including the source of household water, water treatment systems, and sprinkler systems;
 - (ii) Insulation;
 - (iii) Structural systems, including the roof, walls, floors, foundation and any basement;
 - (iv) Plumbing, electrical, heating, and air conditioning systems;
 - (v) Infestation of wood-destroying insects;
 - (vi) Land use matters;
 - (vii) Hazardous or regulated materials, including asbestos, lead-based paint, radon, underground storage tanks, and licensed landfills;
 - (viii) Any other material defects, including latent defects, of which the seller has actual knowledge;
 - (ix) Whether the required permits were obtained for any improvements made to the property;
 - (x) Whether the smoke alarms:
 - 1. will provide an alarm in the event of a power outage;
 - 2. are over 10 years old; and
 - 3. if battery operated, are sealed, tamper resistant units incorporating a silence/hush button and use long-life batteries as required in all Maryland homes by 2018; and
 - (xi) If the property relies on the combustion of a fossil fuel for heat, ventilation, hot water, or clothes dryer operation, whether a carbon monoxide alarm is installed on the property.

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

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

OR

(B) A written disclaimer statement providing that:

- (i) Except for latent defects of which the seller has actual knowledge, the seller makes no representations or warranties as to the condition of the real property or any improvements on the real property; and

Buyer _____/_____

Seller DBS GMS

- (ii) The buyer will be receiving the real property "as is," with all defects, including latent defects, that may exist, except as otherwise provided in the contract of sale of the property.

At the time the disclosure or disclaimer statement is delivered to you ("the buyer"), you are required to date and sign a written acknowledgement of receipt on the disclosure or disclaimer statement which shall be included in or attached to the contract of sale.

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

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

- (i) To rescind the contract at any time before the receipt of the disclosure or disclaimer statement or within 5 days following receipt of the disclosure or disclaimer statement; and
- (ii) To the immediate return of any deposits made on account of the contract.

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


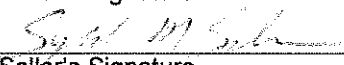
Your rights as a buyer under Section 10-702 may not be waived in the contract and any attempted waiver is void. Your rights as the buyer to terminate the contract under Section 10-702 are waived conclusively if not exercised before:

- (i) Closing or occupancy by you, whichever occurs first, in the event of a sale; or
- (ii) Occupancy, in the event of a lease with option to purchase.

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

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

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

_____	_____		<u>5/30/18</u>
Buyer's Signature	Date	Seller's Signature	Date
_____	_____		<u>5/30/18</u>
Buyer's Signature	Date	Seller's Signature	Date
_____	_____	_____	_____
Agent's Signature	Date	Agent's Signature	Date



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

For the sale of Property at: 4600 Drummond Avenue MD
Chevy Chase MD 20815

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.) Year Constructed: _____
- DBS SMS Property (any portion) was constructed before January 1, 1978. (If initialed, complete all sections.)
- Seller is unable to represent and warrant the age of the property. (If initialed, complete all sections.)

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

Lead Warning Statement

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

A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

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

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

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

DBS SMS (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).

DBS SMS (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.

David B. Jelen 5/30/18
Seller Date

Sally M. Selman 5/30/18
Seller Date

Purchaser Date

Purchaser Date

Agent Date

Agent Date





Utility Cost and Usage History Form

For use in Montgomery County,
MD

Address 4600 Drummond Avenue Chevy Chase MD 20815

Month	Year		Electric	Gas	Heating Oil
		Total Cost:			
		Total Usage:			
		Total Cost:			
		Total Usage:			
		Total Cost:			
		Total Usage:			
		Total Cost:			
		Total Usage:			
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Seller/Owner *Daniel B. Silver* Date 5/30/18
 (Indicate if sole owner) **Daniel Silver**

Seller/Owner *Sybil M. Silver* Date 5/30/18
Sybil Silver

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

The Listing Agreement dated 05/23/18 by and between Daniel Silver and Sybil Silver
 Sellers and Long & Foster Real Estate, Inc., and Broker for the property known as
4600 Drummond Avenue MD Chevy Chase, MD 20815 is hereby
 amended by the incorporation of this Addendum, which shall supersede any provisions to the contrary in the Contract.

1. AGENCY:

- A. **Agency Disclosure and Consent for Dual Agency:** Seller acknowledges that the Broker has informed Seller of his rights and obligations as defined in "Consent for Dual Agency." Copy attached hereto.
- B. **Ministerial Acts:** Seller agrees that the Agent may perform ministerial acts for the Buyer. A "ministerial act" is an act where the Agent assists the Buyer to complete or fulfill a sales contract with the Seller and an act that does not involve discretion or the exercise of the Agent's own judgment.

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

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

Maryland law requires that the cost of these three taxes shall be paid as follows:

- A. If Buyer is not a first time Maryland home buyer*, then such taxes shall be shared equally between Seller and Buyer, unless otherwise negotiated in the sales contract.
- B. If Buyer is a first time Maryland home buyer*, then all the transfer and recordation taxes shall be paid by the Seller, unless otherwise negotiated in the contract.
- C. If Buyer is a first time Maryland home buyer*, Maryland law states that the rate of the State Transfer Tax is reduced to ¼% of the sales price and shall be paid by the Seller.

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

4. **MARYLAND NON-RESIDENT SELLER TRANSFER WITHHOLDING TAX DISCLOSURE:** Seller acknowledges, pursuant to Maryland Code §10-912 of the Tax-Property Article, Annotated Code of Maryland, that if Seller is

- 1) a non-resident individual of the State of Maryland, **OR**
- 2) a non-resident entity which is not formed under the laws of the State of Maryland and is not qualified by or registered with the Maryland State Department of Assessments and Taxation to do business in the State of Maryland,

the deed or other instrument of writing that effects a change of ownership to the Property may not be recorded with the clerk of the court for a county or filed with the Maryland State Department of Assessments and Taxation unless payment is first made by the Seller in an amount equal to:

- a) 7.5% of the total payment to a non-resident individual(s) Seller; **OR**
- b) 8.25% of the total payment to a non-resident entity Seller

UNLESS each Seller:

- 1) Certifies, in writing, under the penalties of perjury, that the Seller is a resident of the State of Maryland or is a resident entity of the State of Maryland; **OR**
- 2) Presents to the clerk of the circuit court for a county or the Maryland State Department of Assessments and

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Taxation a certificate issued by the Comptroller of the State of Maryland stating that

- i) there is no tax due in connection with the sale or exchange of the Property; or
- ii) a reduced amount of tax is due from the Seller and the reduced amount is collected by the clerk of the circuit court for a county or the Maryland Department of Assessments and Taxation before recording or filing; (NOTE: If Seller intends to obtain a certificate from the Comptroller's office, Seller should immediately contact the Comptroller at 1-800-MD-TAXES (1-800-638-2937). Obtaining the certificate requires a MINIMUM of at least three (3) weeks);

OR

- 3) Has satisfied the tax liability or has provided adequate security to cover such liability; OR
- 4) Certifies, in writing, under the penalties of perjury, that the Property being transferred is the Seller's principal residence.

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

5. **RECEIPT OF INFORMATION AND COMPLETION OF DISCLOSURES:** Seller acknowledges Seller's receipt of and/or completion of the following disclosures and authorizes Broker to make them available to prospective purchasers:

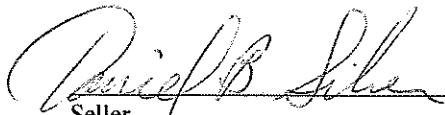
- "Maryland Residential Property Disclosure or Disclaimer Statement"
- "Information and Disclosure of Lead-Based Paint and Lead-Based Paint Hazards"
- "Maryland Lead Paint Disclosure and Notice Statement"
- "Government Regulations, Easements and Assessments Disclosure and Addendum"
- "Inclusions/Exclusions Disclosure"
- NAR Pamphlet, "What Everyone Should Know About Equal Opportunity in Housing"

6. **OPEN HOUSE:** During an open house, Seller hereby gives consent to Broker and licensees thereof to discuss other properties unless otherwise specified here: _____


7. **OFFER PRESENTATION :** All written offers or counteroffers shall be presented to the client in full as a hard copy or in electronic format unless otherwise specified here: _____

8. **TERMINATION:**

- 1) The **Brokerage Relationship** established by this Agreement may be terminated unilaterally by either party prior to the end of the Listing Period by either party Delivering 5 days advance Notice to the other.
- 2) Even if the Brokerage Relationship is terminated under the terms above, the **Contractual Obligations** shall remain in full force and effect, unless terminated by mutual written consent of all parties. In addition, the terms of GCAAR Listing Agreement paragraph 7.A.2 or MR Listing Agreement paragraph 14 ("Protection Period") shall survive even if the Agreement is terminated early.


 Seller _____
 Date 5/30/18

Donna Evers
 Managing Broker Name


 Seller _____
 Date 3/30/18

 Managing Broker Signature Date



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

The Contract of Sale dated 05/23/18, Address 4600 Drummond Avenue,
 City Chevy Chase, State MD Zip 20815 between
 Seller Daniel Silver Sybil Silver and
 Buyer _____

is hereby amended by the incorporation of this Addendum, which shall supersede any provisions to the contrary in the Contract.

Notice to Seller and Buyer: This Disclosure/Addendum to be completed by the Seller shall be available to prospective buyers prior to making a purchase offer and will become a part of the sales contract for the sale of the Property. The information contained herein is the representation of the Seller. The content in this form is not all-inclusive, and the Paragraph headings of this Agreement are for convenience and reference only, and in no way define or limit the intent, rights or obligations of the parties. Please be advised that web site addresses, personnel and telephone numbers do change and GCAAR cannot confirm the accuracy of the information contained in this form. When in doubt regarding the provisions or applicability of a regulation, easement or assessment, information should be verified with the appropriate government agency. Further information may be obtained by contacting staff and web sites of appropriate authorities:

- **Montgomery County Government**, 101 Monroe Street, Rockville, MD, 20850. Main Telephone Number: 311 or 240-777-0311 (TTY 240-251-4850). Web site: www.MC311.com
- **Maryland-National Capital Area Park and Planning Commission (M-NCPPC)**, 8787 Georgia Avenue, Silver Spring, MD, 20910. Main number: 301-495-4600. Web site: www.mc-mncppc.org
- **City of Rockville, City Hall**, 111 Maryland Ave, Rockville, MD 20850. Main telephone number: 240-314-5000. Web site: www.rockvillemd.gov

1. **DISCLOSURE/DISCLAIMER STATEMENT:** A property owner may be exempt from Maryland Residential Property Disclosure Act as defined in the Maryland Residential Property Disclosure and Disclaimer Statement. Is Seller exempt from the Maryland Residential Property Disclosure Act? Yes No . If no, see attached Maryland Residential Disclosure and Disclaimer Statement. If yes, reason for exemption: _____
2. **SMOKE DETECTORS:** Pursuant to Montgomery County Code, the Seller is required to have working smoke alarms. Requirements for the location of the alarms vary according to the year the Property was constructed. For a matrix of the requirements see: www.montgomerycountymd.gov/mcfrs-info/resources/files/laws/smokealarmmatrix_2013.pdf. In addition, Maryland law requires the following disclosure: This residential dwelling unit contains alternating current (AC) electric service. In the event of a power outage, an alternating current (AC) powered smoke detector will NOT provide an alarm. Therefore, the Buyer should obtain a dual-powered smoke detector or a battery-powered smoke detector. **Maryland law requires by 2018 the replacement of all BATTERY-ONLY operated smoke alarms with tamper resistant units incorporating a silence/hush button and long-life batteries.**
3. **MODERATELY-PRICED DWELLING UNIT:** Is the Property part of the Moderately-Priced Dwelling Unit Program in Montgomery County, the City of Rockville, or the City of Gaithersburg? Yes No. If yes, Seller shall indicate month and year of initial offering: _____. If initial offering is after March 20, 1989, the prospective Buyer and Seller should contact the appropriate jurisdictional agency to ascertain the legal buying and selling restrictions on the Property.

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4. **RADON DISCLOSURE:** Effective October 1, 2016, a radon test must be performed 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

<p>A. Water: Is the Property connected to public water? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If no, has it been approved for connection to public water? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Do not know If not connected, the source of potable water, if any, for the Property is: _____</p> <p>B. Sewer: Is the Property connected to public sewer system? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If no, answer the following questions: 1. Has it been approved for connection to public sewer? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Do not know 2. Has an individual sewage disposal system been constructed on Property? <input type="checkbox"/> Yes <input type="checkbox"/> No Has one been approved for construction? <input type="checkbox"/> Yes <input type="checkbox"/> No Has one been disapproved for construction? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Do not know If no, explain: _____</p> <p>C. Categories: The water and sewer service area category or categories that currently apply to the Property is/are (if known) _____ . This category affects the availability of water and sewer service as follows (if known) _____</p>
--

D. Recommendations and Pending Amendments (if known):

1. The applicable master plan contains the following recommendations regarding water and sewer service to the Property: _____
2. The status of any pending water and sewer comprehensive plan amendments or service area category changes that would apply to the Property: _____

E. Well and Individual Sewage System: When a Buyer of real property that is located in a subdivision on which an individual sewage disposal system has been or will be installed receives the copy of the recorded subdivision plat, the Buyer must confirm in writing by signing said Plat that the Buyer has received and reviewed the Plat, including any restrictions on the location of initial and reserve wells, individual sewage disposal systems, and the buildings to be served by any individual sewage disposal system.

By signing below, the Buyer acknowledges that, prior to signing the Contract, the Seller has provided the information referenced above, or has informed the Buyer that the Seller does not know the information referenced above; the Buyer further understands that, to stay informed of future changes in County and municipal water and sewer plans, the Buyer should consult the County Planning Board or any appropriate municipal planning or water and sewer agency.

Buyer _____ Date _____ Buyer _____ Date _____

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 Condominium Seller Disclosure / Resale Addendum for MD, attached) and/or Cooperative (refer to GCAAR Co-operative Seller Disclosure / Resale Addendum for MD & DC, attached) and/or Other (ie: Homeowners Association/ Civic Association WITHOUT dues): _____

8. UNDERGROUND STORAGE TANK: For information regarding Underground Storage Tanks and the procedures for their removal or abandonment, contact the Maryland Department of the Environment or visit www.mde.state.md.us
Does the Property contain an UNUSED underground storage tank? Yes No Unknown. If yes, explain when, where and how it was abandoned: _____

9. DEFERRED WATER AND SEWER ASSESSMENT:

A. Washington Suburban Sanitary Commission (WSSC) or Local Jurisdiction

Are there any potential Front Foot Benefit Charges (FFBC) for which the buyer may become liable which do not appear on the attached property tax bills? Yes No If yes, EITHER the Buyer agrees to assume the future obligations and pay future annual assessments in the amount of \$ _____, OR Buyer is hereby advised that a schedule of charges has not yet been established by the water and sewer authority, OR a local jurisdiction has adopted a plan to benefit the property in the future.

B. Private Utility Company

Are there any deferred water and sewer charges paid to a Private Utility Company which do NOT appear on the attached property tax bills? Yes No. If yes, complete the following: _____

EFFECTIVE OCTOBER 1, 2016: NOTICE REQUIRED BY MARYLAND LAW REGARDING DEFERRED WATER AND SEWER CHARGES

This property is subject to a fee or assessment that purports to cover or defray the cost of installing or maintaining during construction all or part of the public water or wastewater facilities constructed by the developer. This fee or assessment is \$ _____ payable annually in _____ (month)

until _____ (date) to _____ (name and address) (hereafter called "lienholder"). There may be a right of prepayment or a discount for early prepayment, which may be ascertained by contacting the lienholder. This fee or assessment is a contractual obligation between the lienholder and each owner of this property, and is not in any way a fee or assessment imposed by the county in which the property is located.

If a Seller subject to this disclosure fails to comply with the provisions of this section:

- (1) Prior to Settlement, the Buyer shall have the right to rescind the contract and to receive a full refund of all deposits paid on account of the contract, but the right of rescission shall terminate 5 days after the seller provides the Buyer with the notice in compliance with this section
- (2) Following settlement, the Seller shall be liable to the Buyer for the full amount of any open lien or assessment.

10. SPECIAL PROTECTION AREAS (SPA) :

Refer to http://www.montgomeryplanning.org/environment/spa/faq_shtm for an explanation of the "SPA" legislation and a map detailing protected areas. To determine if a particular property (which is located close to protected areas as designated on this map) is located within the boundaries of a "SPA," contact: spa@mncppc-mc.org , or call 301-495-4540

Is this Property located in an area designated as a Special Protection Area? Yes No. If yes, special water quality measures and certain restrictions on land uses and impervious surfaces may apply. Under Montgomery County law, Special Protection Area (SPA) means a geographic area where:

- A. Existing water resources, or other environmental features directly relating to those water resources, are of high quality or are unusually sensitive;
- B. Proposed land uses would threaten the quality or preservation of those resources or features in the absence of special water quality protection measures which are closely coordinated with appropriate land use controls. An SPA may be designated in:
 - (1) a land use plan;
 - (2) the Comprehensive Water Supply and Sewer System Plan;
 - (3) a watershed plan; or
 - (4) a resolution adopted after at least fifteen (15) days' notice and a public hearing.

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

Buyer

Buyer

11. PROPERTY TAXES :

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

A. **Current Tax Bill:** 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. **DEVELOPMENT DISTRICT DISCLOSURE - NOTICE OF SPECIAL TAX OR ASSESSMENT:**

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 \$ _____ each year. A map reflecting Existing Development Districts can be obtained at www.montgomerycountymd.gov/apps/OCP/Tax/map/Existing_DevDistricts.pdf.

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 \$ _____ 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.

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

Yes No. If yes, explain: _____

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14. RECORDED SUBDIVISION PLAT:

Plats are available at the MNCPPC or at the Judicial Center, Room 218, 50 Maryland Avenue, Rockville, MD or at 240-777-9477. In order to obtain a plat you will be required to supply the Lot, Block, Section and Subdivision, as applicable, for the property. Plats are also available online at http://www.montgomeryplanning.org/info/plat_maps.shtml or at www.plats.net. Buyers shall check ONE of the following:

Buyers' Initials

<input type="checkbox"/> A. Unimproved Lot and New Construction 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 <input checked="" type="checkbox"/> 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 <input type="checkbox"/> 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. AGRICULTURAL RESERVE DISCLOSURE NOTICE:

This Property is is not subject to the Agricultural RESERVE Disclosure Notice requirements. These disclosures are contained in GCAAR Agricultural Zone Disclosure Notice, which must be provided to potential buyers prior to entering into a contract for the purchase and sale of a property that is subject to this Agricultural Reserve Disclosure requirement. Additional information can be obtained at http://www.mcmaps.org/notification/agricultural_lands.

16. NOTICE CONCERNING CONSERVATION EASEMENTS: This property is is not subject to a Conservation Easement. See GCAAR Conservation Easements Addendum. See www.montgomeryplanning.org/environment/forest/easements/easement_tool.shtml for easement locator map.

17. GROUND RENT:

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

18. HISTORIC PRESERVATION:

Check questionable properties' status with the Montgomery County Historic Preservation Commission (301-563-3400) or go to <http://www.montgomeryplanning.org/historic/index.shtml>, to check applicability. 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.

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

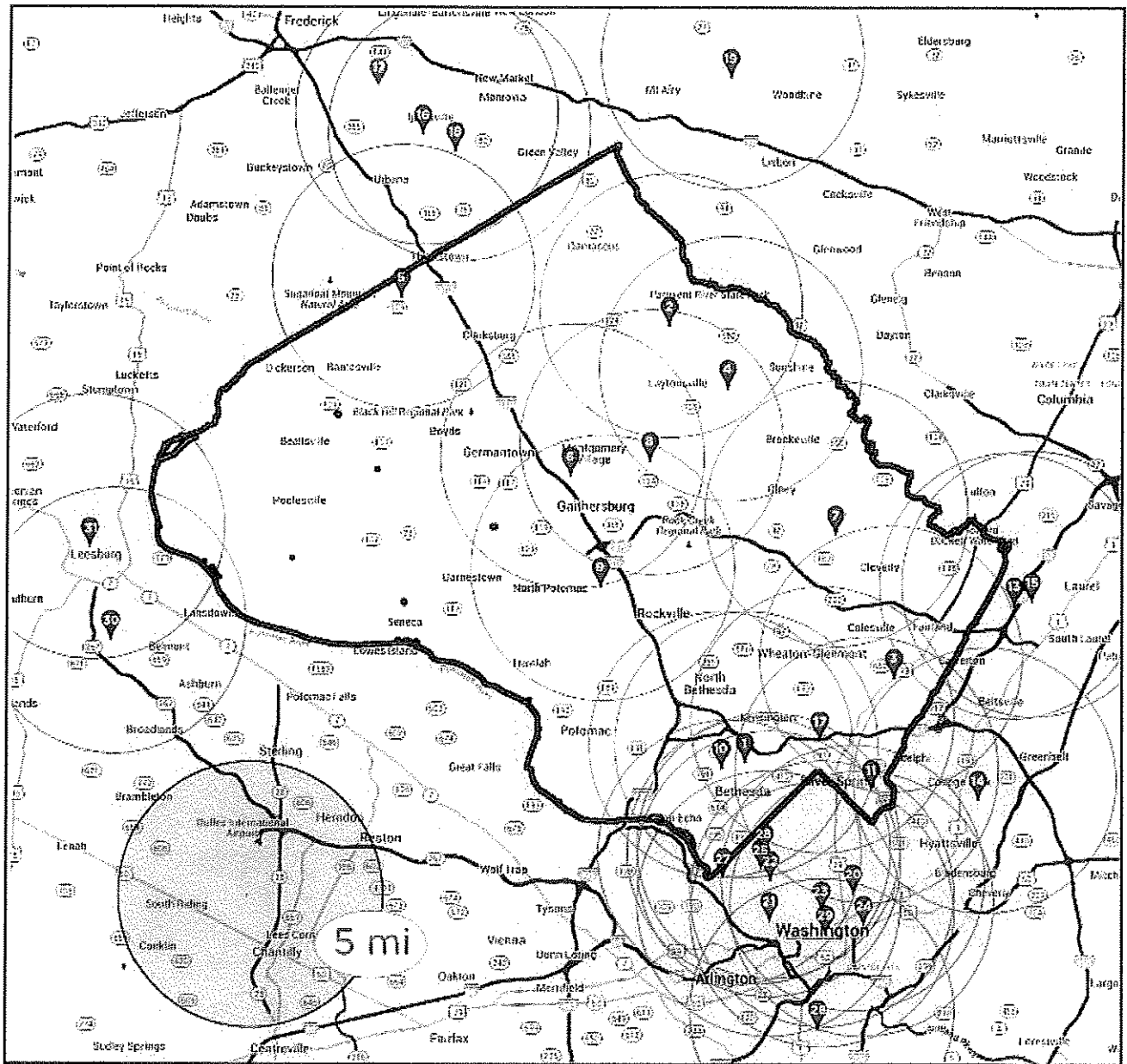
 Buyer

 Buyer

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. **AIRPORTS AND HELIPORTS:** The following list of airports and heliports includes those in Montgomery County and the surrounding area that may be within a five-mile radius of the Property. This list was compiled from data provided by the Washington Airports District Office of the Federal Aviation Administration and was current as of 6/1/2015. Buyer should be aware of the fact that most properties in Montgomery County are within five (5) miles of an airport or heliport installation. Refer to the FAA website for a current list:
http://www.faa.gov/airports/airport_safety/airportdata_5010.



MONTGOMERY COUNTY

- | | |
|---|---|
| <ol style="list-style-type: none"> 1. Walter Reed National Medical Center Heliport, 8901 Rockville Pike, Bethesda, MD 20889 2. Davis Airport, 7200 Hawkins Creamery Road, Laytonsville, MD 20879 3. Dow Jones & Company, Inc., 11501 Columbia Pike, Silver Spring, MD 20904 | <ol style="list-style-type: none"> 4. Federal Support Center Heliport, 5321 Riggs Road, Gaithersburg, MD 20882 5. Flying M Farms, 24701 Old Hundred Road, Comus, MD 20842 6. IBM Corporation Heliport, 18100 Frederick Avenue, Gaithersburg, MD 20879 7. Maryland State Police Heliport, 16501 Norwood Road, Sandy Spring, MD 20860 |
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- 8. Montgomery County Airpark, 7940 Airpark Road, Gaithersburg, MD 20879
- 9. 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 Cayoll Avenue, Takoma Park, MD 20912
- 12. Holy Cross Hospital, 1509 Forest Glen Road, Silver Spring, MD 20910
- 13. Holy Cross Germantown, 19801 Observation Dr, Germantown, MD 20876

PRINCE GEORGE'S COUNTY

- 14. Citizens Bank Helipad, 14401 Sweitzer Lane, Laurel, MD 20707
- 15. College Park, 1909 Cpl Frank Seon Drive, College Park, MD 20740
- 16. The Greater Laurel Beltsville Hospital, 7190 Contee Road, Laurel, MD 20707

FREDERICK COUNTY

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

CARROLL COUNTY

- 20. Walters Airport, 7917 Watersville Road, Mt. Airy, MD 21771

DISTRICT OF COLUMBIA

- 21. Children's National Medical Center, 111 Michigan Avenue, NW, 20010
Washington Hospital Center, 110 Irving Street, NW, 20010
- 22. Georgetown University Hospital, 3800 Reservoir Road, NW, 20007
- 23. Metropolitan Police, Dist. 2, 3326 Idaho Avenue, NW, 20007
- 24. Metropolitan Police, Dist. 3, 1620 V Street, NW, 20007
- 25. Michael R. Nash, 50 Florida Avenue, NE 20002
- 26. National Presbyterian Church, 4101 Nebraska Avenue, NW, 20016
- 27. Sibley Memorial Hospital, 5255 Loughboro Road, NW, 20016
- 28. Stenart Office Bldg, Stenart Petroleum Co., 4640 40th Street, NW, 20016
- 29. Washington Post, 1150 15th Street, NW, 20017

VIRGINIA

- 30. Ronald Reagan Washington National Airport, Arlington County 20001
- 31. Leesburg Executive, 1001 Sycolin Road, Leesburg, 22075
- 32. 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:

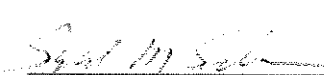
- http://gcaar.com/news_ektid5454.aspx
- www.Lighterfootstep.com
- www.Energystar.gov/homeperformance
- www.Goinggreenathome.org

B. Usage History: Has the home been owner-occupied for the immediate prior 12 months? Yes No
If property has been owner-occupied for any part of the past 12 months Seller must provide copies of electric, gas and home heating oil bills **OR** cost and usage history for the single-family home for that time. Sellers may use GCAAR Utility Cost and Usage History Form to disclose the utility costs and usage history.

By signing below, Seller acknowledges he has carefully examined this form, and that the information is complete, accurate, and current to the best of his knowledge at the time of entering into a contract. Buyer agrees he has read this Addendum carefully and understands the information that has been disclosed.

 _____ 5/30/18
Seller Date

Buyer Date

 _____ 5/30/18
Seller Date

Buyer Date

Tax ID: 160700484784

Metropolitan Regional Information Systems, Inc.

Page 1 of 1

County: MONTGOMERY

Full Tax Record

23-May-2018

Property Address: 4600 DRUMMOND AVE, CHEVY CHASE MD 20815 5433

11:31 am

Legal Subdiv/Neighborhood: DRUMMOND

Condo/Coop Project:

Incorporated City: DRUMMOND

Absent Owner: No

Owner Name: DANIEL B SILVER

Company Owner:

Addtl: S M

Care of Name:

MAILING ADDRESS: 4600 DRUMMOND AVE, CHEVY CHASE, MD 20815 5433

LEGAL DESCRIPTION: DRUMMOND

Mag/Dist #: 7

Lot: 17

Block/Square:

Election District: 7

Legal Unit #:

Grid:

Tax Map:

Section:

Subdiv Ph:

Addl Parcel Flag/#:

Map: HN31

Map Suffix:

Suffix:

Parcel:

Sub-Parcel:

Historic ID:

Agri Dist:

Plat Folio:

Plat Liber:

Tax Fiscal Year 2017 Estimated property tax and non-tax charges in first full fiscal year of ownership.

TOTAL EST. CHARGES: \$13,843

City Tax: \$570

Tax Year: 2017

State/County Tax: \$13,349

Refuse: \$205

Base Tax Rate: 1.12

Spec Tax Assmt: \$95

Exempt Class:

Homestd/Exempt Status:

Front Foot Fee:

Tax Class: 15

Mult. Class:

ASSESSMENT

Year Assessed	Phase-in Value	Land	Improvement	Land Use
2018	\$1,243,100	\$945,600	\$297,500	
2017	\$1,186,700	\$822,200	\$251,700	
2016	\$1,130,300	\$822,200	\$251,700	

DEED

Deed Liber: 4485

Deed Folio: 429

Transfer Date

Price

Grantor

Grantee

21-Jan-1974

\$74,000

DANIEL B & S M SILVER

PROPERTY DESCRIPTION

Year Built: 1907

Zoning Code: R60

Census Trct/Blck: /

Irregular Lot:

Square Feet: 12,400

Acreage: 0.29

Land Use Code: Residential

Plat Liber/Folio: /

Property Card:

Property Class: R

Quality Grade: GOOD

Road Description:

Zoning Desc: RESIDENTIAL, ONE-FAMILY

Xfer Devel.Right:

Road Frontage:

Prop Use: RESIDENTIAL

Site Influence:

Topography:

Building Use: 2 STORY WITH BASEMENT

Sidewalk:

Lot Description:

Pavement:

STRUCTURE DESCRIPTION

	Section 1	Section 2	Section 3	Section 4	Section 5
Construction:					
Story Type:		1	2B	1B	
Description:					
Dimensions:					
Area:	285	221	2,052	323	
Foundation:		Roofing: Shingle - Composite		# of Dormers: 26	
Ext Wall: Stucco		Style: Standard Unit		Year Remodeled:	
Stories: 2		Units: 1		Model/Unit Type: STANDARD UNIT	
Total Building Area:			Living Area: 2,375	Base Sq Ft:	
Patio/Deck Type: DECK	Sq Ft: 285		Porch Type: Open	Sq Ft: 221	
Balcony Type:	Sq Ft:		Pool Type:	Sq Ft:	
Attic Type: Yes	Sq Ft: 513		Roof Type:		
Rooms:		Fireplace Type: FRAM		Fireplaces: 1	
Bedrooms:		Bsmt Type: Not Specified		Garage Type:	
Full Baths: 2		Bsmt Tot Sq Ft: 1,349		Garage Const.:	
Half Baths:		Bsmt Fin Sq Ft:		Garage Sq Ft:	
Baths: 2.00		Bsmt Unfin Sq Ft:		Garage Spaces:	
Other Rooms:			Air Conditioning: Separate System		
Other Amenities:			Interior Floor:		
Appliances:			Outbuildings:		
Gas:	Heat: Hot Water		Sewer: Public	Fuel:	
Electric:	Water:		Underground:	Walls:	

Tax Record Updated: 06-Mar-2018

Courtesy of: Susan Berger Ellen Sandler

Home: (301) 986-0772

Office: (202) 364-1700

Cell: (202) 255-5007

Email: ellen.sandler@gmail.com

Company: Evers & Co. Real Estate, A Long & Foster C

Office: (202) 364-1700

Fax: (202) 537-0160

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Information is believed to be accurate, but should not be relied upon without verification.

Accuracy of square footage, lot size and other information is not guaranteed.



Real Property Data Search

Search Result for MONTGOMERY COUNTY

[View Map](#) [View GroundRent Redemption](#) [View GroundRent Registration](#)

Account Identifier: **District - 07 Account Number - 00484784**

Owner Information

Owner Name: SILVER DANIEL B & S M **Use:** RESIDENTIAL
Mailing Address: 4600 DRUMMOND AVE **Principal Residence:** YES
 CHEVY CHASE MD 20815 **Deed Reference:** /04485/ 00429

Premises & Structure Information

Premises Address: 4600 DRUMMOND AVE **Legal Description:** DRUMMOND
 CHEVY CHASE 20815-0000

Map:	Grid:	Parcel:	Sub District:	Subdivision:	Section:	Block:	Lot:	Assessment Year:	Plat No:
HN31	0000	0000		0022			17	2016	Plat Ref:

Special Tax Areas: **Town:** DRUMMOND
Ad Valorem:
Tax Class: 15

Primary Structure Built	Above Grade Living Area	Finished Basement Area	Property Land Area	County Use
1907	2,375 SF		12,400 SF	111

Stories	Basement	Type	Exterior	Full/Half Bath	Garage	Last Major Renovation
2	YES	STANDARD UNIT	BLOCK	2 full		

Value Information

	Base Value	Value As of 01/01/2016	Phase-in Assessments As of 07/01/2017	As of 07/01/2018
Land:	822,200	945,600		
Improvements	251,700	297,500		
Total:	1,073,900	1,243,100	1,186,700	1,243,100
Preferential Land:	0			0

Transfer Information

Seller:	Date:	Price:
Type:	Deed1: /04485/ 00429	Deed2:
Seller:	Date:	Price:
Type:	Deed1:	Deed2:
Seller:	Date:	Price:
Type:	Deed1:	Deed2:

Special Assessments

Partial Exempt Assessments:	Class	07/01/2017	07/01/2018
County:	000	0.00	
State:	000	0.00	
Municipal:	000	0.00 0.00	0.00 0.00
Tax Exempt:	Special Tax Recapture:		
Exempt Class:	NONE		

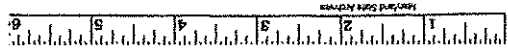
Homestead Application Information

Homestead Application Status: Approved 11/06/2012

Homeowners' Tax Credit Application Information

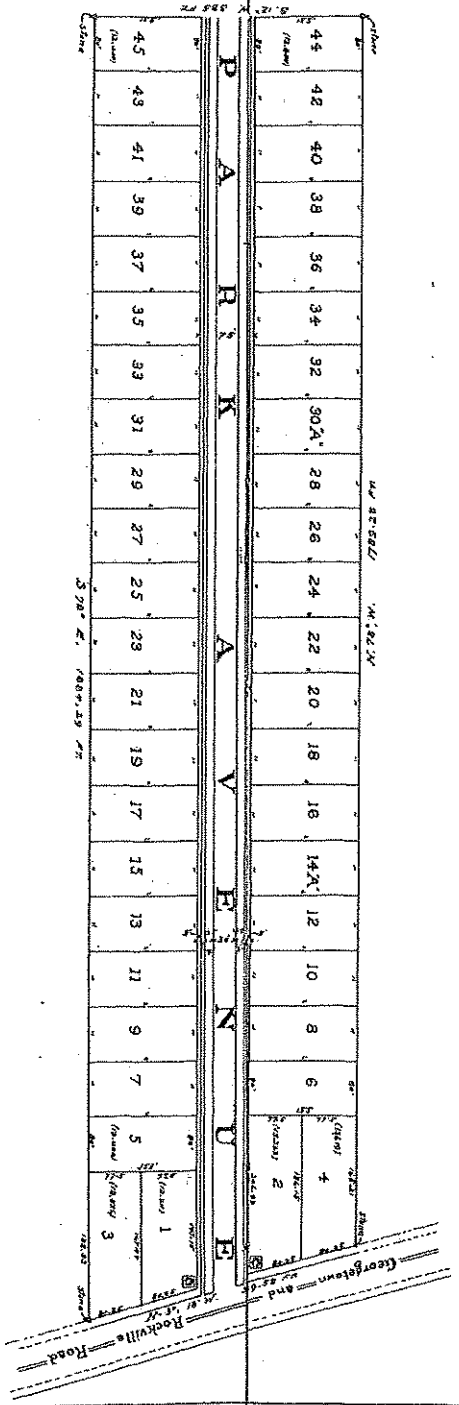
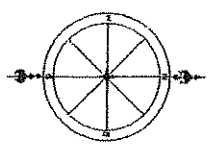
Homeowners' Tax Credit Application Status: No Application **Date:**

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 because SDAT had not yet specified the phase in value for the next fiscal year. This occurs in the period July 1 - e 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 on bonds issued to build infrastructure in the district. It is important that property owners recognize that this additional charge is for the future. The rate indicated above is an estimate and will change once the district is created and bonds are issued. More information is in the [FAQ](#) section of this website.
8. 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 until paid.



Plot to H.S. Field May 19th 1925

DRUMMOND



SUBDIVISION

April 23/1925

I hereby certify that all the lots, streets and indicated on this plan are a part of the whole land conveyed by Justice T. Drummond of the Drummond Land Company by deed dated October 30, 1924 and recorded in Liber TD, No. 42 in folio 708 of the Land Record for Montgomery County, Maryland.

I also certify that streets designated T-1, T-2, T-3, T-4 have been planted in conformity with the requirements of Section 60.25, Article 16, of the Code of Public Local Laws of Montgomery County, relative to "Clerk", and that all the bearings are by the true meridian.

Drum

H.S. Field
Surveyor

MAY 19 1925

Approved this 19 day of May 1925, to be recorded in Liber 20, L. No. 42, and of the Instructions of the Court, Montgomery County, Maryland.

I consent to the filing of this plan

H.S. Field
Land & C. Drum