



STATE OF MARYLAND
REAL ESTATE COMMISSION

Consent for Dual Agency

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

When Dual Agency May Occur

The possibility of Dual Agency arises when:

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

Important Considerations Before Making a Decision About Dual Agency

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

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

Your Choices Concerning Dual Agency

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

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

Duties of a Dual Agent and Intra-Company Agent

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

- 1) Anything the client asks to be kept confidential; *
- 2) That the seller would accept a lower price or other terms;
- 3) That the buyer would accept a higher price or other terms;
- 4) The reasons why a party wants to sell or buy, or that a party needs to sell or buy quickly; or
- 5) Anything that relates to the negotiating strategy of a party.

* **Dual agents and intra-company agents must disclose material facts about a property to all parties.**

How Dual Agents Are Paid

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

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

Consent for Dual Agency

I have read the above information, and I understand the terms of the dual agency. I understand that I do not have to consent to a dual agency and that if I **refuse** to consent, there will not be a dual agency; and that I may withdraw the consent at any time upon notice to the dual agent. I hereby **consent** to have

Long & Foster Real Estate, Inc.
(Firm Name)

act as a Dual Agent for me as the

Seller in the sale of the property at: 824 Northwest Drive Silver Spring, MD 20901

Buyer in the purchase of a property listed for sale with the above-referenced broker.

[Signature] 5/15/20 [Signature] 3/24/20
 Signature Date Signature Date

AFFIRMATION OF PRIOR CONSENT TO DUAL AGENCY

The undersigned **Buyer(s)** hereby affirm(s) consent to dual agency for the following property:

Property Address 824 Northwest Drive Silver Spring MD 20901

Signature _____ Date _____ Signature _____ Date _____

The undersigned **Seller(s)** hereby affirm(s) consent to dual agency for the Buyer(s) identified below:

Name(s) of Buyer(s) _____

Signature _____ Date _____ Signature _____ Date _____



CHRISTIE'S
INTERNATIONAL
REAL ESTATE

NOTIFICATION OF DUAL AGENCY WITHIN A TEAM

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

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

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

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

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

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

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

ACKNOWLEDGMENT OF RECEIPT OF NOTICE

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



 Barbara Ciment



 Erik Lurie

3/28/20
 Date

3/28/20
 Date

Rockville Centre

799 Rockville Pike Rockville, MD 20852

Barbara Ciment * Erik Lurie * (301) 424-0900



LF597



4-171



Inclusions/Exclusions Disclosure and/or Addendum

Required for use with GCAAR Listing Agreement & Sales Contract

PROPERTY ADDRESS: 824 Northwest Drive Silver Spring MD 20901

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.

Please Complete

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

EXCLUSIONS:

Dining Area Chandelier

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.

Seller William Ward Bucher 3rd 5/15/20 Date

Seller Lisa Lauren Johnson 5/15/20 Date

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

The Contract of Sale dated 03/23/20 between Seller William Ward Bucher 3rd Lisa Lauren Johnson 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 _____

© 2017 The Greater Capital Area Association of REALTORS®, Inc.

This Recommended Form is the property of the Greater Capital Area Association of REALTORS®, Inc. and is for use by REALTOR® members only. Previous editions of this form should be destroyed

MARYLAND RESIDENTIAL PROPERTY DISCLOSURE AND DISCLAIMER STATEMENT

Property Address:

824 Northwest Drive

Silver Spring MD 20901

Legal Description:

Burnt Mills Estate

NOTICE TO SELLER AND PURCHASER

Section 10-702 of the Real Property Article, Annotated Code of Maryland, requires the seller of certain residential real property to furnish to the purchaser either (a) a RESIDENTIAL PROPERTY DISCLAIMER STATEMENT stating that the seller 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 seller. 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 seller to disclose information about latent defects in the property that the seller has actual knowledge of. The seller 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 SELLERS: 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 Sellers and is based upon the actual, knowledge of Sellers as of the date noted. Disclosure by the Sellers 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 Sellers as to the condition of the property of which the Sellers have no knowledge or other conditions of which the Sellers have no actual knowledge.

How long have you owned the property? 2 1/2 years

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: [X] Yes [] No
Dishwasher: [X] Yes [] No
Heating: [] Oil [] Natural Gas [] Electric [] Heat Pump Age [] Other
Air Conditioning: [] Oil [X] Natural Gas [X] Electric [] Heat Pump Age [] Other
Hot Water: [] Oil [X] Natural Gas [] Electric Capacity Age [] Other

Please Complete

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: _____

Please Complete

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: Encapsulated Vat

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: New 2020

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: Garage

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

Yes No Unknown If yes, specify below.

Comments: _____

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

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

Seller(s) [Signature]

Date 5/15/20

Seller(s) [Signature]

Date 3/28/2020

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 _____

Please Complete



MARYLAND RESIDENTIAL PROPERTY DISCLAIMER STATEMENT

NOTICE TO SELLER(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 seller(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 seller(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.

Section 10-702 also requires the seller to disclose information about latent defects in the property that the seller has actual knowledge of. The seller 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.

Does the seller(s) has actual knowledge of any latent defects: Yes No If yes, specify

Seller _____ Date _____

Seller _____ Date _____

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 _____

- (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.

Buyer's Signature

Date

Seller's Signature

Date

Buyer's Signature

Date

Seller's Signature

Date

Agent's Signature

Date

Agent's Signature

Date

Page 2 of 2 10/17



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

The Contracts of Sale dated _____, Address 824 Northwest Drive
 City Silver Spring, State MD Zip 20901 between
 Seller William Ward Bucher 3rd Lisa Lauren Johnson and
 Buyer _____

is hereby amended by the incorporation of this Addendum, which shall supersede any provisions to the contrary in this 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:** Maryland law requires that ALL smoke alarms be less than 10 years from date of manufacture. Also, BATTERY-ONLY operated smoke alarms must be sealed units incorporating a silence/hush button and long-life batteries. 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.
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.
4. **RADON DISCLOSURE:** A radon test must be performed on or before the Settlement Date of a "Single Family Home" in accordance with Montgomery County Code Section 40-13C (see <https://www.montgomerycountymd.gov/green/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 and both Seller and Buyer MUST receive a copy of the radon test results. **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.**

©2019 The Greater Capital Area Association of REALTORS® Inc.
 This Recommended Form is property of the Greater Capital Area Association of REALTORS® Inc. and is for use by members only.
 Previous editions of this Form should be destroyed.

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.
- G. Property is located in the Town of Barnesville, Town of Kensington, Town of Poolesville, or City of Rockville.

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.

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

- A. **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.
- B. **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/InformationRequest.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.
- C. **Categories:** To confirm service area category, contact the **Montgomery County Department of Environmental Protection ("DEP") Watershed Management Division** or visit waterworks@montgomerycountymd.gov.

A. **Water:** Is the Property connected to public water? Yes No.
If no, has it been approved for connection to public water? Yes No Do not know
If not connected, the source of potable water, if any, for the Property is: _____

B. **Sewer:** Is the Property connected to public sewer system? Yes No
If no, answer the following questions:
1. Has it been approved for connection to public sewer? Yes No Do not know
2. Has an individual sewage disposal system been constructed on Property? Yes No
Has one been approved for construction? Yes No
Has one been disapproved for construction? Yes No Do not know
If no, explain: _____

C. **Categories:** The water and sewer service area category or categories that currently apply to the Property is/are (if known) _____. This category affects the availability of water and sewer service as follows (if known) _____

D. **Recommendations and Pending Amendments (if known):**
1. The applicable master plan contains the following recommendations regarding water and sewer service to the Property: _____
2. The status of any pending water and sewer comprehensive plan amendments or service area category changes that would apply to the Property: _____

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

© 2019 The Greater Capital Area Association of REALTORS®, Inc.
This Recommended Form is property of the Greater Capital Area Association of REALTORS®, Inc. and is for use by members only.
Previous editions of this Form should be destroyed.

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 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) or deferred water and sewer charges 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.shtml> 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 301-495-4543.

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

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/apps/tax and select "FAQ". Additional information relating to taxes and the assessment and appeal process can be located at www.dat.state.md.us/sdatweb/taxassess.html - this provides tax information from the State of Maryland.

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

Buyer's 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. FAQs regarding Development Districts can be viewed at <https://www2.montgomerycountymd.gov/estimatedtax/FAQ.aspx#3607>. Seller shall choose one of the following:

©2019 The Greater Capital Area Association of REALTORS® Inc.
This Recommended Form is property of the Greater Capital Area Association of REALTORS® Inc. and is for use by members only.
Previous editions of this Form should be destroyed.

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 https://www2.montgomerycountymd.gov/estimatedtax/map/Existing_DevDistricts.pdf.

OR

The Property is located in an 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 Proposed Development Districts can be obtained at https://www2.montgomerycountymd.gov/estimatedtax/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: Primary Residence

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:

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

B. **Resale/Acknowledged Receipt:** If the Property is not an unimproved lot or a newly constructed house (i.e. resale), the Buyer may, in writing, waive receipt of a copy of such plat at the time of execution of the Contract, but shall, prior to or at the time of Settlement, be provided with a copy of the subdivision plat. The subdivision plat is not intended as a substitute for examination of title and does not show every restriction and easement. **Buyer hereby acknowledges receipt of a copy of the recorded subdivision plat.**

OR

C. **Resale/Waived Receipt:** For Resale properties only, Buyer hereby waives receipt of a copy of such plat at time of execution of the Contract, but shall, prior to or at the time of Settlement, be provided a copy of the subdivision plat.

Buyer's Initials

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.mcmmaps.org/notification/agricultural_lands.aspx

16. NOTICE CONCERNING CONSERVATION EASEMENTS:

This Property is is not subject to a Conservation Easement. If applicable, GCAAR Conservation Easements Addendum is hereby provided. See www.montgomeryplanning.org/environment/forest/easements/easement_tool.shtm 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.shtm>, to check applicability. Buyers of property located in the City of Rockville should be advised that structures that are 50 years old or older, or which may be otherwise significant according to criteria established by the Rockville Historic District Commission, should be notified prior to purchase that demolition and building permit applications for substantial alteration will trigger an evaluation and approval process. This process may result in the property being designated a historic site, and if so, any exterior alterations must be reviewed and approved.

- A. City of Rockville: Montgomery County Code §-12A has been adopted by the City of Rockville.
- B. City of Gaithersburg: Montgomery County Code -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.

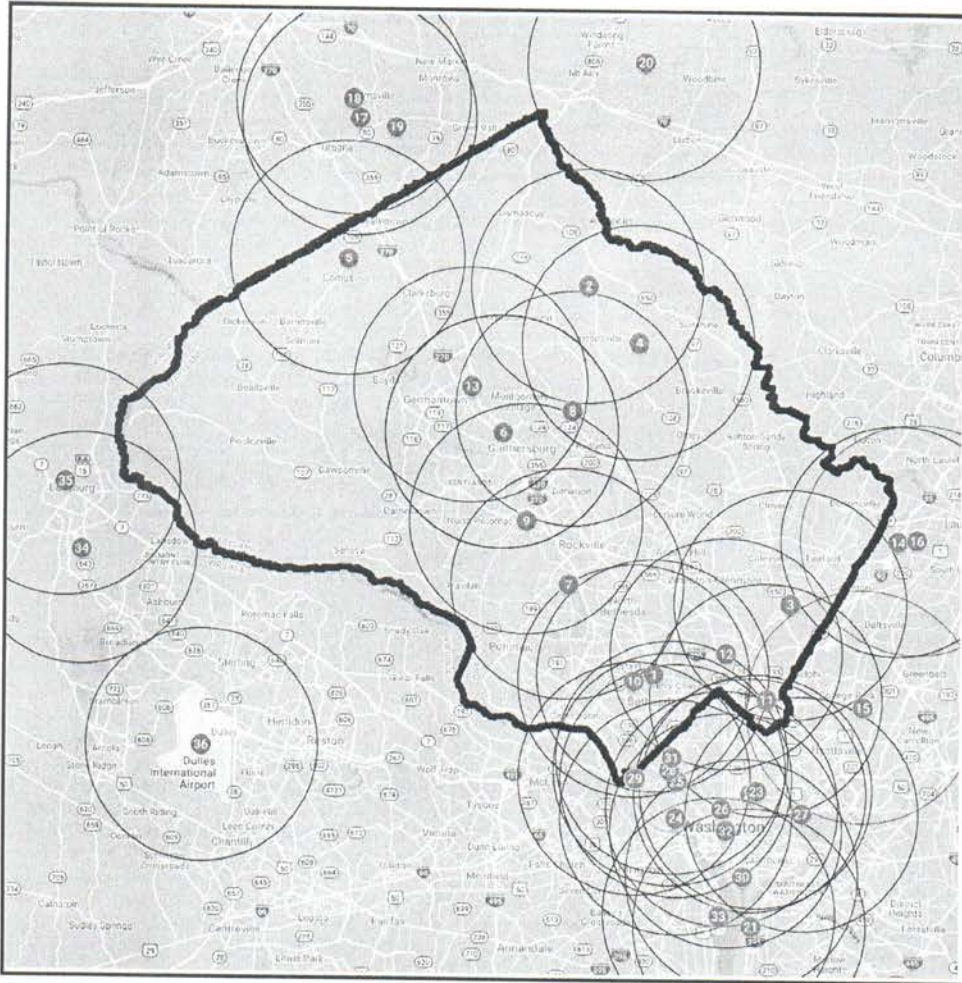
Has the Property been designated as an historic site in the master plan for historic preservation?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No.
Is the Property located in an area designated as an historic district in that plan?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No.
Is the Property listed as an historic resource on the County location atlas of historic sites?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> 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).

© 2019 The Greater Capital Area Association of REALTORS® Inc.
This Recommended Form is property of the Greater Capital Area Association of REALTORS® Inc. and is for use by members only.
Previous editions of this Form should be destroyed.

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 8/1/2018. 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, Laytonville, MD 20879 3. Dow Jones & Company, Inc., 11501 Columbia Pike, Silver Spring, MD 20904 4. Federal Support Center Heliport, 5321 Riggs Road, Gaithersburg, MD 20882 5. Flying M Farms, 24701 Old Hundred Road, Comus, MD 20842 Gaithersburg, MD 20879 6. IBM Corporation Heliport, 18100 Frederick Avenue, | <ol style="list-style-type: none"> 7. Maryland State Police Heliport, 7915 Montrose Road, Rockville, MD 20854 8. Montgomery County Airpark, 7940 Airpark Road, Gaithersburg, MD 20879 9. Shady Grove Adventist Hospital, 9901 Medical Center Drive, Rockville, MD 20850 |
|---|---|

© 2019 The Greater Capital Area Association of REALTORS® Inc.
 This Recommended Form is property of the Greater Capital Area Association of REALTORS® Inc. and is for use by members only.
 Previous editions of this Form should be destroyed.



SELLER HOME WARRANTY DISCLOSURE



Selling your Home with a Home Warranty

A Home Warranty is a residential service agreement that provides for the repair or replacement of a home's covered mechanical systems and major appliances that break down due to normal wear and tear. It can offer you protection while your home is for sale, and may make your home more attractive to potential buyers. A seller offering a Home Warranty may receive offers that otherwise would not have been made.

Having a Home Warranty in effect while the home is for sale may protect you against costly repairs, and may help to avoid conflicts over a malfunctioning warranted item that could affect or delay your settlement. Additionally, the warranty may be passed on to the buyer for a period of one year from the date of settlement, depending on the terms of the particular agreement.

Typical components a Home Warranty could cover (depending on warranty provider)

- Air Conditioning
- Door Bell Chimes
- Garbage Disposal
- Hot Water Heater
- Ceiling Fans
- Trash Compactor
- Central Vacuum
- Electrical Systems
- Garage Door Opener
- Microwave (built-in)
- Plumbing System
- Washer/Dryer
- Dishwasher (built-in)
- Faucets
- Heat
- Oven/Range
- Refrigerator
- Water Softener

Long & Foster encourages its sellers to obtain a Home Warranty and to that end, we can make available various brochures and product descriptions for you to review so that you can make an informed decision regarding Home Warranty coverage.

After having read the foregoing, we hereby acknowledge that a Long & Foster sales associate has made available to us certain information concerning Home Warranty Programs. We understand that we may choose to accept or decline any or all of the programs presented to us.

I am interested in Home Warranty coverage

Decline Home Warranty

824 Northwest Drive
Silver Spring MD 20901

Seller

3/28/20
Date

Seller

3/28/20
Date

Seller

Date

* Emily Lurie
(301) 424-0900

Property Address: 824 Northwest Drive Silver Spring MD 20901

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 [redacted] is of [redacted] 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) [redacted] / [redacted] has; or [redacted] / [redacted] 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) [redacted] / [redacted] will; OR [redacted] / [redacted] 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. [redacted] / [redacted] (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 [redacted] 5/15/20 Date
Seller [redacted] 3/28/20 Date
Emily Louie 5/13/20 Seller's Agent Date
Buyer Date
Buyer Date
Buyer's Agent Date



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

For the sale of Property at: 824 Northwest Drive
Silver Spring, MD 20901

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: 1955

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)

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	<u>[Signature]</u>	Date	<u>5/15/20</u>	Purchaser		Date	
Seller	<u>[Signature]</u>	Date	<u>3/28/20</u>	Purchaser		Date	
Agent	<u>[Signature]</u>	Date	<u>5/13/20</u>	Agent		Date	



7/04

Mutual Agreement to Arbitrate Certain Disputes and to Waive Class Actions

The following provisions are hereby incorporated into the Listing Contract or Buyer Agency Contract ("Contract") between Long & Foster Real Estate, Inc. ("Broker/Licensee") and you ("You" or "Consumer") (together, the "Parties").

Agreement to Arbitrate and Claims Included and Excluded from Arbitration:

The Parties hereby mutually agree that, other than Excluded Claims, any and all claims, disputes or controversies between them that in any way arise from or relate to (i) the Contract, (ii) the real estate transaction relating to the Contract (the "Transaction"); and/or (iii) the services, advertising, disclosures, practices and procedures related to the Contract or the Transaction (collectively, a "Claim") shall be submitted to arbitration. Arbitration shall be in lieu of commencing a lawsuit. BY AGREEING TO ARBITRATION, THE PARTIES EACH GIVE UP THEIR RIGHTS TO TRIAL BY ANY STATE OR FEDERAL COURT AND BY JURY, AND/OR TO FILING A COMPLAINT WITH ANY GOVERNMENTAL OR ADMINISTRATIVE AGENCY. The arbitration shall be administered by an arbitrator agreed to by the Parties or, in the absence of agreement, by the American Arbitration Association ("AAA"). "Excluded Claim" means the following:

- (A) any dispute about the validity, enforceability, coverage, or scope of this Agreement to Arbitrate Certain Disputes and to Waive Class Actions or any part thereof;
- (B) any individual dispute that Consumer brings against Broker/Licensee in small claims court or Consumer's state's equivalent court, so long as that claim is not transferred, removed or appealed to a different court (in which event such dispute becomes a "Claim" and Broker/ Licensee then has the right to demand arbitration); and
- (C) any dispute arising out of or relating to: (i) the presence of a material defect in the Property; (ii) alleged negligence, gross negligence, or breach of contract; or (iii) alleged misrepresentation, conspiracy, or breach of fiduciary duty, arising out of the facts which form the basis for any Excluded Claim described in the foregoing (C)(i-ii).

Excluded Claims do not include any arising under the Real Estate Settlement Procedures Act or any consumer fraud or consumer financial protection laws. Any Excluded Claim is for a court and not an arbitrator to decide.

Location and Costs of Arbitration:

Any in-person arbitration hearing must be at a venue reasonably convenient to Consumer. Broker/Licensee will pay any and all fees of AAA and/or the arbitrator, if and to the extent Consumer prevails in the arbitration or if Consumer makes a written request for Broker/Licensee to pay such fees and Consumer acts reasonably and in good faith. If Consumer brings a Claim against Broker/Licensee in arbitration or Broker/Licensee elects to require arbitration of a Claim Consumer brings, then Broker/Licensee will pay Consumer's reasonable attorneys' and experts' fees if and to the extent Consumer prevails. Also, Broker/Licensee will bear any such fees if applicable law so requires. Regardless of the outcome of the arbitration, Broker/Licensee will not seek from Consumer reimbursement of any of the fees of the Administrator and arbitrator, or attorneys' fees and expert costs, unless Broker/Licensee is permitted to recover such fees from Consumer under the Contract and applicable law.

Governing Law:

The Contract involves interstate commerce and is governed by the Federal Arbitration Act ("FAA") and not by any state arbitration law. The arbitrator must apply applicable substantive law consistent with the FAA and applicable statutes of limitations and claims of privilege recognized at law. The arbitrator may award any remedy provided by the substantive law that would apply if the action were pending in court, including, without limitation, punitive damages (which shall be governed by the Constitutional standards employed by the courts) and individual injunctive, equitable, and declaratory relief. At the timely request of either party, the arbitrator must provide a brief written explanation of the basis for the award.

Arbitration Result and Right of Appeal:

Judgment upon the arbitrator's award may be entered by any court having jurisdiction. The arbitrator's decision is final and binding, except for any right of appeal provided by the FAA.

Prohibition against Certain Proceedings:

FOR CLAIMS SUBJECT TO ARBITRATION: (1) **CLASS ACTION WAIVER.** BOTH CONSUMER AND BROKER/LICENSEE HEREBY EACH UNCONDITIONALLY WAIVE ANY RIGHT TO PARTICIPATE IN A CLASS OR COLLECTIVE ACTION IN COURT OR IN A CLASS-WIDE ARBITRATION, EITHER AS A PLAINTIFF, CLASS REPRESENTATIVE, OR CLASS MEMBER, AND HEREBY UNCONDITIONALLY AGREE THAT ANY CLAIM WILL BE ADJUDICATED ON AN INDIVIDUAL BASIS ONLY; (2) NEITHER CONSUMER NOR BROKER/LICENSEE MAY ACT AS A PRIVATE ATTORNEY GENERAL IN COURT OR IN ARBITRATION; (3) CLAIMS BROUGHT BY OR AGAINST CONSUMER OR BROKER/LICENSEE MAY NOT BE JOINED OR CONSOLIDATED WITH CLAIMS BROUGHT BY OR AGAINST ANY OTHER PERSON (OTHER THAN NONSIGNATORY BROKER/LICENSEE AFFILIATES, AS SET FORTH BELOW); AND (4) THE ARBITRATOR SHALL HAVE NO POWER OR AUTHORITY TO CONDUCT A CLASS-WIDE ARBITRATION, PRIVATE ATTORNEY GENERAL ARBITRATION, OR MULTIPLE-PARTY ARBITRATION. THIS SUBSECTION DOES NOT APPLY TO ANY LAWSUIT OR ADMINISTRATIVE PROCEEDING FILED AGAINST BROKER/LICENSEE BY A STATE OR FEDERAL GOVERNMENT AGENCY EVEN WHEN SUCH AGENCY IS SEEKING RELIEF ON BEHALF OF A CLASS OF CONSUMERS, INCLUDING CONSUMER. THIS MEANS THAT BROKER/LICENSEE WILL NOT HAVE THE RIGHT TO COMPEL ARBITRATION OF A CLAIM BROUGHT BY SUCH AN AGENCY.

Non-Signatory Broker/Licensee Affiliates:

Non-signatory parent or other affiliated companies of Broker/Licensee shall have the benefit of electing to utilize this Agreement to Arbitrate Certain Disputes and to Waive Class Actions to the extent that a Claim is asserted against them (i.e., a Claim that arises from the Contract, the Transaction, and/or the services, advertising, disclosures, practices and procedures related to the Contract or the Transaction).

Severability:

If any portion of the aforementioned, other than the Class Action Waiver (provision (1) under Prohibition against Certain Proceedings), is deemed invalid or unenforceable, the remaining portions shall nevertheless remain in force. If a determination is made that the Class Action Waiver is unenforceable, only this sentence of the Dispute Resolution Provision will remain in force and the remaining provisions shall be null and void, provided that the determination concerning the Class Action Waiver shall be subject to appeal.

M. Gault 5/15/20
Signature Date

S. Johnson 5/28/20
Signature Date

Signature Date

Signature Date

Emily Lurie 5/13/20
Agent Signature Date

Branch Manager Signature Date



Understanding the Broker Flat Fee

Delivering Real Estate Results in Today's Complex World

The purchase of a home is one of the largest investments that most people make in their lives, and it is a complicated transaction involving multiple parties and requiring an abundance of confidential personal data. Effectively managing and securely storing this private information is of the utmost importance to Long & Foster before, during and after your transaction.

To protect our clients' personal data, we invest in robust software systems, secure computer servers and data retention platforms, as well as other safety measures. These efforts enable us to better support you by allowing us to more safely store data and more effectively retrieve it when needed.

Selling real estate in today's world also requires a comprehensive digital platform, with national and international reach. From shopping to closing, nearly every step of the home-buying and selling process can occur online. To ensure your real estate success in today's complex world, Long & Foster provides extensive online solutions.

In order to maintain these efforts now and into the future, Long & Foster requires a flat service fee in addition to our standard real estate commissions.

Here are some of the benefits it provides to you.



Digital Platforms

From online syndication services to place your property everywhere buyers are looking to real-time analysis of the market, our strategic digital investments help ensure your real estate success.

- Syndication of your property listing to all the major real estate websites worldwide
- Interactive competitive market analyses
- Comprehensive market reports
- Responsive global website and mobile app



Secure Technology

We make investments inside our company and with outsourced experts to ensure your information is as safe as possible in today's digital world.

- Professional electronic signature solutions (DocuSign and AuthenticSign)
- Online real estate forms, documents and contracts, accessible via a proprietary digital solution
- Digital transaction management services
- Secure WiFi networks in all our offices



Legal Compliance

A home is one of the most expensive purchases you will make in your lifetime, and we have the legal resources in place to ensure the transaction is done correctly and safely.

- In-house legal and compliance team
- Experts to process, maintain and manage associated paperwork now and in the future
- Secure digital asset management



LONG & FOSTER
REAL ESTATE

CHRISTIE'S
INTERNATIONAL REAL ESTATE

Long & Foster. For the love of home.™



MS LJ
5/15/2020.



COVID-19 Addendum

(For use in Montgomery County, Maryland and District of Columbia)

The Contract of Sale dated 3/28/20 between LISA LAUREN JOHANSON (Buyer) and WILLIAM WARD BUCHNER III (Seller) for the purchase of the real property located at Address 824 NORTHWEST DR Unit # _____ City SILVER SPRING State MD Zip Code 20901, is hereby amended by the incorporation of this Addendum, which shall supersede any provisions to the contrary in the Contract.

Buyer and Seller acknowledge that the Coronavirus ("COVID-19") pandemic is impacting real estate transactions in an extraordinary and unprecedented way. The parties further recognize COVID-19 may cause unanticipated delays beyond the control of the Buyer and or the Seller.

1. **NON-DEFAULT:** Neither Buyer nor Seller will be in Default for any failure or delay in the performance of their obligations under this Contract arising out of or caused by a Permitted Delay. These obligations shall be extended, provided Buyer or Seller undertakes reasonable steps in good faith to ameliorate, cure, and mitigate the cause of such delay.
2. **PERMITTED DELAY:** Each of the following shall be a "Permitted Delay":
 - A. Buyer or Seller being exposed to, infected with, and/or diagnosed with COVID-19;
 - B. Buyer or Seller being quarantined or not permitted to travel because of COVID-19;
 - C. Settlement Agent or Buyer's Lender being unable to complete the transaction due to work stoppage or other effects COVID-19 is having on business operations or the operations of any local or state government; or
 - D. Other similar causes related to COVID-19 that are beyond the reasonable control of Buyer or Seller.
3. **DEADLINE EXTENSION:** Should Buyer or Seller be prevented from meeting any Deadline in this Contract by reason of any Permitted Delay, said party shall give Notice to the other party that extension of such Deadline is necessary. Upon Delivery of such Notice, the Deadline for all contingencies that have not terminated or been removed shall be extended by 10 Days following the original Deadline. In no event may a Deadline be extended more than once, unless mutually agreed to in writing by the parties.
4. **SETTLEMENT DATE EXTENSION:** Should Buyer or Seller be prevented from completing Settlement on the Settlement Date by reason of any Permitted Delay, Settlement Date shall automatically be extended by 30 Days ("Extended Settlement Date"). If Settlement is still not completed by the Extended Settlement Date, and the parties have not mutually agreed in writing to further extend, Buyer or Seller may, at any time thereafter, Deliver Notice to the other party declaring this Contract void. Following Delivery of such Notice, both parties will immediately execute a Release directing that the Deposit be refunded in full to Buyer according to the terms of the Deposit paragraph.

[Signature] 3/28/20
Seller Date

Buyer Date

[Signature] 3/28/20
Seller Date

Buyer Date

©2020 The Greater Capital Area Association of REALTORS®, Inc.
This Recommended Form is the property of The Greater Capital Area Association of REALTORS®, Inc. and is for use by members only.
Previous editions of this Form should be destroyed.

FAIR HOUSING FOR OWNERS OF RESIDENTIAL REAL ESTATE

Non-discrimination on the basis of race, color, religion, sex, familial status, national origin, and/or other protected classes in the sale and rental of residential real estate is fundamental to our nation's principles of fairness and freedom. Federal, state, and local fair housing laws which prohibit discrimination against these protected classes apply to the marketing, sale, and/or rental of many residential properties. As REALTORS®, it is our duty to inform our clients about these laws in order to promote compliance with the fair housing laws and objectives. We, at Long & Foster® Real Estate, Inc., have therefore, developed this advisory for your information and use.

The fair housing laws of many local governments, such as counties and municipalities, include "protected classes" in addition to those (race, color, religion, familial status, etc.) listed above. One such class is that related to "source of income." The federally-funded Housing Choice Voucher program provides direct government payments to landlords who rent to eligible holders of the program's vouchers. Although at the federal level, the program is voluntary, in the District of Columbia as well as Montgomery and Howard Counties in Maryland, local laws prohibit landlords and owners of rental property from discriminating against voucher holders based on source of income in the terms and conditions of rental housing or in the application of income requirements. This prohibition of discrimination against voucher holders includes refusing to rent to voucher holders, misrepresenting availability of rental housing to voucher holders, and discriminatory advertising about voucher holders based on source of income. Threats, intimidation, coercion, and retaliation against assertion of a fair housing right by voucher holders is also prohibited as is enforcing any policy or practice that may have an inadvertent discriminatory impact on voucher holders.

Participation in the housing choice voucher program comes with many advantages for landlords, including timely rent payments and competitive rents. We encourage landlords to contact local public housing agencies for further information about landlord and tenant responsibilities in the housing choice voucher program. Different public housing or human rights agencies/commissions may have special incentives for landlords. For more information, contact the District of Columbia Housing Authority, the Housing Opportunities Commission of Montgomery County or the Howard County Housing Commission. If your property is located in another county or municipality, you may wish to contact the public housing or human rights agency of your respective county/municipality.

Some useful contact information:

District of Columbia Housing Authority

1133 North Capitol Street, NW
Washington, DC 20002
202-535-1000
dchousing.org

Housing Opportunities Commission of Montgomery County

10400 Detrick Avenue
Kensington, MD 20895
301-929-6700 • 301-949-3222 (TTY)
hocmc.org

Howard County Housing Commission

6751 Columbia Gateway Drive
Columbia, MD 21046
410-313-6320
co.ho.md.us/DH/Organiz_HousingComm.htm



SMOKE ALARM LAWS

2018

Maryland
REALTORS®



AS OF JANUARY 1, 2018 - MARYLAND LAW REQUIRES:

IF BATTERY OPERATED ONLY, ALARM MUST:

- Be powered by 10-year sealed battery
- Have a silence/hush feature

IF HARDWIRED ALTERNATING CURRENT (AC) ALARM:

- May NOT be older than 10 years from the date of manufacture*

ONE ALARM MUST BE LOCATED ON EACH LEVEL OF THE DWELLING INCLUDING THE BASEMENT

NOTE: REGARDLESS OF WHEN BUILT, battery operated only alarms must be powered by 10-year sealed batteries, and no unit, whether battery operated or AC, may be older than 10 years. Types of alarms found in homes have changed over time based on requirements at the time of construction.

BUILT BEFORE
7/1/75



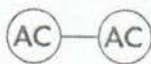
Located:
Each hallway outside
bedroom(s)

BUILT BETWEEN
7/1/75 - 1/1/89



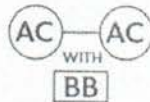
Located:
Each hallway outside
bedroom(s)

BUILT BETWEEN
1/1/89 - 7/1/90



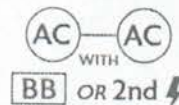
Located:
Each hallway outside
bedroom(s)

BUILT BETWEEN
7/1/90 - 7/1/13



Located:
Each hallway outside
bedroom(s)

BUILT AFTER
7/1/13



Located:
Each hallway outside
bedroom(s) AND in
each bedroom

BE AWARE!

KEY

- Hardwired AC Alarms must be replaced with hardwired alarms of the same type.
- Additional alarms required as of January 1, 2018 (such as in basement) may be battery operated if they are 10-year sealed battery alarms with a silence/hush button feature.
- A seller who fails to comply with the law is subject to a fine, imprisonment, or both.
- As required by law, any information about alarms that is shared with a REALTOR® is considered a material fact that must be disclosed to all parties.

- B: Battery powered alarm
- AC: Alarm powered by alternating current (hardwired)

- AC-AC: Hardwired interconnected alarm

- BB: Battery Backup

- 2nd ⚡ Alternate secondary power source (i.e. WiFi or Radio Frequency)

*NOTE: Date of manufacture will be marked on back of smoke alarm. If no date is printed on device, it should not be used.

MJ

LJ

5/15/2020.

DEED AND PROPERTY COVENANTS OR RESTRICTIONS OF RECORD

During the history of our country, some persons have placed restrictions on property based on race, color, religion, sex, handicap, familial status, or national origin. Generally, these restrictions are void and unenforceable, with limited exceptions for particular types of religious housing and qualified housing for older persons. The publication of these void restrictions may convey a message that the restrictions continue to be valid. Any time a sales associate or broker is asked to provide a copy of the covenants or restrictions of record relating to the use of a property the following message should be included:

These documents may contain restrictions or covenants based on race, color, religion, sex, handicap, familial status, or national origin. Such restrictions or covenants generally are void and unenforceable as violations of fair housing laws.

Be assured that all property is marketed and made available without discrimination based on race, color, religion, sex, handicap, familial status, or national origin. Should you have any questions regarding such restrictions, please contact your attorney.

THE EQUAL OPPORTUNITY PROGRAM

The NATIONAL ASSOCIATION OF REALTORS® has developed a Fair Housing Program to provide resources and guidance to REALTORS® in ensuring equal professional services for all people.

The Code of Ethics

Article 10 of the NATIONAL ASSOCIATION OF REALTORS® Code of Ethics requires that "REALTORS® shall not deny equal professional services to any person for reasons of race, color, religion, sex, handicap, familial status, or national origin. REALTORS® shall not be a party to any plan or agreement to discriminate against a person



or persons on the basis of race, color, religion, sex, handicap, familial status, or national origin. REALTORS®, in their real estate employment practices, shall not discriminate against any person or persons on the basis of race, color, religion, sex, handicap, familial status or national origin."

A REALTOR® pledges to conduct business in keeping with the spirit and letter of the Code of Ethics. Article 10 imposes obligations upon REALTORS® and is also a firm statement of support for equal opportunity in housing.

FURTHER ASSISTANCE

Local Boards of REALTORS® will accept complaints alleging violations of the Code of Ethics filed by a home seeker who alleges discriminatory treatment by a REALTOR® in the availability, purchase or rental of housing. Local Boards of REALTORS® have a responsibility to enforce the Code of Ethics through professional standards procedures and corrective action in cases where a violation of the Code of Ethics is proven to have occurred.

Complaints alleging discrimination in housing may be filed with the nearest office of the Department of Housing and Urban Development (HUD), or by calling HUD's Discrimination Hotline at 1-800-669-9777, 1-800-927-9275 (TDD). For information and publications on fair housing, call HUD's Customer Service Center at 1-800-767-7468. Contact HUD on the Internet at <http://www.hud.gov/> and select the Fair Housing section.



What Everyone Should Know About
Equal Opportunity
in Housing



© 2009 NATIONAL ASSOCIATION OF REALTORS®
All rights reserved.

Item # 166-798
(04/09 MC)



NATIONAL ASSOCIATION
OF REALTORS®
The Voice for Real Estate
430 North Michigan Avenue
Chicago, IL 60611-4007
1-800-874-6500
www.NAAR.org



NATIONAL ASSOCIATION
OF REALTORS®
The Voice for Real Estate

Real Strength.
Real Advantages.

MB LJ
5/15/2020



What Everyone Should Know About Equal Opportunity in Housing

The sale or purchase of a home is one of the most significant events that people will experience in their lifetimes. It is more than the simple purchase of housing, for it includes the hopes, dreams, aspirations, and economic destiny of those involved.

THE LAW

Civil Rights Act of 1866

The Civil Rights Act of 1866 prohibits all racial discrimination in the sale or rental of property.

Fair Housing Act

The Fair Housing Act declares a national policy of fair housing throughout the United States. The law makes illegal any discrimination in the sale, lease or rental of housing, or making housing otherwise unavailable, because of race, color, religion, sex, handicap, familial status, or national origin.

Americans with Disabilities Act

Title III of the Americans with Disabilities Act prohibits discrimination against persons with disabilities in places of public accommodation and commercial facilities.

Equal Credit Opportunity Act

The Equal Credit Opportunity Act makes discrimination unlawful with respect to any aspect of a credit application on the basis of race, color, religion, national origin, sex, marital status, age or because all or part of the applicant's income derives from any public assistance program.

State and Local Laws

State and local laws often provide broader coverage and prohibit discrimination based on additional classes not covered by federal law.

THE RESPONSIBILITIES

The home seller, the home seeker, and the real estate professional all have rights and responsibilities under the law.

For the Home Seller

You should know that as a home seller or landlord you have a responsibility and a requirement under the law not to discriminate in the sale, rental and financing of property on the basis of race, color, religion, sex, handicap, familial status, or national origin. You may not instruct the licensed broker or salesperson acting as your agent to convey for you any limitations in the sale or rental, because the real estate professional is also bound by law not to discriminate. Under the law, a seller or landlord cannot: (1) establish discriminatory terms or conditions in the purchase or rental of housing; (2) advertise a preference for certain buyers or tenants because of their race, color, religion, sex, handicap, familial status, or national origin; or (3) misrepresent that housing is unavailable to persons who are members of these protected classes.

For the Home Seeker

You have the right to expect that housing will be available to you without discrimination or other limitations based on race, color, religion, sex, handicap, familial status, or national origin.

This includes the right to expect:

- housing in your price range made available to you without discrimination
- equal professional service
- the opportunity to consider a broad range of housing choices
- no discriminatory limitations on communities or locations of housing
- no discrimination in the financing, appraising or insuring of housing
- reasonable accommodations in rules, practices and procedures for persons with disabilities
- non-discriminatory terms and conditions for the sale, rental, financing, or insuring of a dwelling
- to be free from harassment or intimidation for exercising your fair housing rights

For the Real Estate Professional

As a home seller or home seeker, you should know that the term REALTOR® identifies a licensed professional in real estate who is a member of the NATIONAL ASSOCIATION OF REALTORS®. Not all licensed real estate brokers and salespersons are members of the National Association, and only those who are can identify themselves as REALTORS®. They conduct their business and activities in accordance with a strict Code of Ethics. As agents in a real estate transaction, licensed brokers or salespersons are prohibited by law from discriminating on the basis of race, color, religion, sex, handicap, familial status, or national origin. A request from the home seller or landlord to act in a discriminatory manner in the sale, lease or rental cannot legally be fulfilled by the real estate professional.

MB LJ
5/15/2020.



Utility Cost and Usage History Form

For use in Montgomery County, MD

Address 824 Northwest Drive

Silver Spring MD 20901

Month	Year	Electric	Gas	Heating Oil
3	20	Total Cost	SEE ATTACHED	
		Total Usage		
2	20	Total Cost		
		Total Usage		
12	19	Total Cost		
		Total Usage		
11	19	Total Cost		
		Total Usage		
10	19	Total Cost		
		Total Usage		
9	19	Total Cost		
		Total Usage		
8	19	Total Cost		
		Total Usage		
7	19	Total Cost		
		Total Usage		
6	19	Total Cost		
		Total Usage		
5	19	Total Cost		
		Total Usage		
4	19	Total Cost		
		Total Usage		
3	19	Total Cost		
		Total Usage		
		Total Cost		
		Total Usage		
		Total Cost		
		Total Usage		

Seller/Owner William Ward
 (Indicate if sole owner) Bucher 3rd

Date 3/28/20

Seller/Owner Lisa Laurer
Johnson

Date 3/28/20

1:52 PM

03/29/20

Accrual Basis

Ward Bucher
Transaction Detail By Account
 March 1, 2019 through March 29, 2020

Type	Date	Num	Name	Memo	Clr	Split	Amount
Utilities							
824 Northwest							
Check	03/01/2019	3773	Washington Gas			Ward Bucher	180.86
Check	03/02/2019	3775	pepco			Ward Bucher	74.39
Check	03/17/2019	3782	Washington Gas			Ward Bucher	149.04
Check	04/05/2019	3796	pepco			Ward Bucher	63.77
Check	04/18/2019	3804	WSSC			Ward Bucher	149.91
Check	04/30/2019	3808	Washington Gas			Ward Bucher	124.00
Check	04/30/2019	3810	pepco			Ward Bucher	62.42
Check	05/08/2019	3821	Washington Gas	Apr & May ...		Ward Bucher	163.96
Check	05/26/2019	3824	pepco			Ward Bucher	77.99
Check	06/28/2019	3838	pepco			Ward Bucher	152.51
Check	07/25/2019	3843	WSSC			Ward Bucher	174.39
Check	07/31/2019	3849	pepco			Ward Bucher	151.61
Check	08/16/2019	3857	pepco	VOID:	X	Ward Bucher	0.00
Check	09/02/2019	3857	pepco			Ward Bucher	164.08
Check	10/07/2019	3895	pepco	electric		Ward Bucher	117.26
Check	10/15/2019	3897	Washington Gas			Ward Bucher	5.10
Check	10/15/2019	3898	Washington Gas			Ward Bucher	164.49
Check	10/31/2019	3899	pepco			Ward Bucher	94.90
Check	11/19/2019	3909	Washington Gas			Ward Bucher	46.72
Check	11/24/2019	3863	pepco			Ward Bucher	66.00
Check	12/15/2019	3870	Washington Gas			Ward Bucher	117.22
Check	12/29/2019	3873	pepco			Ward Bucher	72.46
Check	01/14/2020	3882	Washington Gas			Ward Bucher	147.69
Check	01/24/2020	3940	WSSC			Ward Bucher	154.00
Check	01/28/2020	3944	pepco			Ward Bucher	74.24
Check	02/15/2020	3951	Washington Gas	Jan Feb 2020		Ward Bucher	124.13
Check	02/26/2020	3957	pepco			Ward Bucher	64.34
Check	03/27/2020	3963	pepco			Ward Bucher	70.50
Check	03/27/2020	3967	Washington Gas			Ward Bucher	24.52
Total 824 Northwest							3,032.50
Total Utilities							3,032.50
TOTAL							3,032.50

Real Property Data Search

Search Result for MONTGOMERY COUNTY

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

Special Tax Recapture: None

Account Identifier: District - 05 Account Number - 00331083

Owner Information

Owner Name:	BUCHER WILLIAM WARD 3RD JOHNSON LISA LAUREN	Use:	RESIDENTIAL
Mailing Address:	824 NORTHWEST DR SILVER SPRING MD 20901-1434	Principal Residence:	YES
		Deed Reference:	/54773/ 00169

Location & Structure Information

Premises Address: 824 NORTHWEST DR
SILVER SPRING 20901-1434

Legal Description: BURNT MILLS EST

Map:	Grid:	Parcel:	Neighborhood:	Subdivision:	Section:	Block:	Lot:	Assessment Year:	Plat No:	3931
JQ61	0000	0000	5030026.16	0026		C	8	2018	Plat Ref:	

Town: None

Primary Structure Built	Above Grade Living Area	Finished Basement Area	Property Land Area	County Use
1955	2,024 SF	414 SF	11,522 SF	111

Stories	Basement	Type	Exterior	Quality	Full/Half Bath	Garage	Last Notice of Major Improvements
2	NO	SPLIT LEVEL	1/2 BRICK FRAME/ FRAME	4	2 full/ 2 half	1 Carport	

Value Information

	Base Value	Value	Phase-in Assessments	
		As of	As of	As of
		01/01/2018	07/01/2019	07/01/2020
Land:	220,300	220,300		
Improvements	166,700	172,400		
Total:	387,000	392,700	390,800	392,700
Preferential Land:	0			0

Transfer Information

Seller: KENISTON MAURA	Date: 08/24/2017	Price: \$450,000
Type: ARMS LENGTH IMPROVED	Deed1: /54773/ 00169	Deed2:
Seller: SEUBERT ROBERT W & CAROL R	Date: 01/24/2013	Price: \$400,000
Type: ARMS LENGTH IMPROVED	Deed1: /45919/ 00473	Deed2:
Seller: SEUBERT, CAROL R	Date: 03/10/2004	Price: \$0
Type: NON-ARMS LENGTH OTHER	Deed1: /26821/ 00221	Deed2:

Exemption Information

Partial Exempt Assessments:	Class	07/01/2019	07/01/2020
County:	000	0.00	
State:	000	0.00	
Municipal:	000	0.00 0.00	0.00 0.00

Special Tax Recapture: None

Homestead Application Information

Homestead Application Status: Approved 01/29/2018

Homeowners' Tax Credit Application Information

Homeowners' Tax Credit Application Status: No Application Date:

[Print Bill](#) | [FAQs](#) | [Search Bills](#) | [Tax Lien Sale](#)

Montgomery County Property Tax



REAL PROPERTY CONSOLIDATED TAX BILL

LEVY YEAR 2019

ANNUAL BILL

TAX PERIOD 07/01/2019-06/30/2020

ACCOUNT NUMBER	BILL NO.	PROPERTY ADDRESS	MORTGAGE	OCCUPANCY
00331083	39028939	824 NORTHWEST DR	HUNTINGTON MORTGAGE CORP.	PRINCIPAL RESIDENCE
PROPERTY DESCRIPTION		BUCHER WILLIAM WARD 3RD		
BURNT MILLS EST		JOHNSON LISA LAUREN 824 NORTHWEST DR SILVER SPRING, MD 20901-1434		
	LOT		8	
	BLOCK		C	
	DISTRICT		05	
	SUB		026	
	CLASS		R038	
	REFUSE AREA		R5L	
	REFUSE UNIT		1	

TAX DESCRIPTION	ASSESSMENT	RATE	TAX/CHARGE
STATE PROPERTY TAX ⓘ	390,800	0.1120*	437.70
COUNTY PROPERTY TAX ⓘ	390,800	0.9907*	3,871.66
SOLID WASTE CHARGE ⓘ		416.4200	416.42
WATER QUAL PROTECT CHG ⓘ			104.25
TOTAL			4,830.03
CREDIT DESCRIPTION	ASSESSMENT	RATE	AMOUNT
COUNTY PROPERTY TAX CREDIT			-692.00

TOTAL CREDITS	-692.00
PRIOR PAYMENTS ****	\$4,138.03
INTEREST	
TOTAL AMOUNT	\$0.00
Amount Due by 5/31/2020	\$0.00

* Tax Rate is Per \$100 of Assessment

E CHECK History

eSubscription

Sign up for a newsletter or update your subscription preferences.

Awards



Stay Informed

- Contact Us
- County Cable Montgomery
- County Calendar
- Social Media Directory
- Social Media Hub
- Employee Directory

Policies

- Privacy Policy
- User Rights
- Accessibility

Language Translations

Social Media

County Code

Translation

Select Language ▼

Powered by Google Translate

Copyright 2020. Montgomery County Government - All Rights Reserved.



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

ACCOUNT NUMBER: 00331083

PROPERTY:	OWNER NAME	BUCHER WILLIAM WARD 3RD
	ADDRESS	824 NORTHWEST DR SILVER SPRING , MD 20901-1434
	TAX CLASS	38
	REFUSE INFO	Refuse Area: R Refuse Unit:

TAX INFORMATION:

TAX DESCRIPTION	FY20 PHASE-IN VALUE ₁	FY19 RATE ₂	ESTIMATED FY20 TAX/CHARGE
STATE PROPERTY TAX	392,700	.1120	\$439.82
COUNTY PROPERTY TAX ₃	392,700	.9907	\$3,890.48
SOLID WASTE CHARGE ₄		416.4200	\$416.42
WATER QUALITY PROTECT CHG (SF ₄)			\$104.25
ESTIMATED TOTAL₆			\$4,850.97

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

1. Phase in value comes from the data base at the Maryland Department of Assessments and Taxation <http://www.dat.state.md.us/>, Real Property Data Search. The phase in value is for the next fiscal year, if available, otherwise the phase in value is for current fiscal year.
2. Tax rates come from the current property tax bill, which also may include several non-tax charges, at the web page of the County Government's Department of Finance: <https://www.montgomerycountymd.gov/finance>. Look for a link to "Pay or view your property tax bill on line".
3. County Property Tax is the sum of the General Fund tax and several special fund taxes.
4. All non-tax charges (for example Solid Waste, Water Quality Protection, Bay Restoration Fund, WSSC) are the charges in the current fiscal year. These charges may be different in the next fiscal year.
5. This property is located in an **existing** development district. Each year a special development district assessment must be paid. Effective every July 1st, the rate will change based on changes in the property assessment and debt service requirements. More information is available in the FAQ section of this website.
6. You must update the estimate for the property taxes and other non-tax charges
 - a. Every July 1, because the tax rates, phase-in values, and other non-tax charges will or may change; AND ALSO
 - b. In early January if the calculation used the phase-in value for the current fiscal year instead of the phase-in value for the next fiscal year, because SDAT had not yet specified the phase in value for the next fiscal year. This occurs in the period July 1 - early January in the third year of the three year assessment cycle.
7. This property is located in a **proposed** development district. At some date in the future, development district taxes may be levied to pay debt service on bonds issued to build infrastructure in the district. It is important that property owners recognize that this additional tax may be levied in the future. The rate indicated above is an estimate and will change once the district is created and bonds are issued. More information is available in the 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 and will remain due until paid.