

## The Stokes Group

REAL ESTATE



Disclosure Packet

1495 DUNSTER LANE POTOMAC, MD 20854

Anslie Stokes Milligan, GRI
McEnearney Associates, Inc., REALTORS
4910 Massachusetts Ave. NW Suite 119, Washington, DC 20016
202-552-5600 - TheStokesGroup.com - 202-270-1081



## We Sell Where You Want to Live

## **Sellers:**

Ernest E. Inman, Brenda E. Inman

## Legal Information: Tax ID: 160400189577

Legal Address: 1495 Dunster Lane Potomac, MD 20854

## **Contract Requirements:**

- Copy of Earnest Money Deposit
- Copy of bank statements proving EMD and down payment funds
- Lender approval letter from a local, reputable lender
- GCAAR Sales Contract
- Montgomery County Jurisdictional Addendum to GCAAR Sales Contract
- Escrow Agreement
- Addendum of Clauses (if needed)
- Complete Seller Disclosure Packet (Seller signature has been redacted from this disclosure packet because it is being posted online. Contact me directly for signed disclosures to be used in an offer.)

### **Contract Preferences:**

- Sellers will give great weight to a strong (at least 10%) Earnest Money Deposit to be held by **Federal Title and Escrow**
- Sellers will give great weight to offers with few if any contingencies
- Sellers welcome home inspections, but they must be coordinated with listing agent
- Agent prefers to use **Federal Title and Escrow** as the settlement company (Neutral-not affiliated with any brokerage)

Federal Title & Escrow 5335 Wisconsin Ave. NW #700 Washington, DC 20015 www.federaltitle.com 202.362.1500

## **Listing Agent Information:**

Anslie Stokes Milligan McEnearney Associates, Inc. 4910 Massachusetts Ave. NW Suite 119



Office Code: MCE7 MRIS ID: 99699

Licenses: DC-SP98361041

MD-596551

Broker Licenses: DC-94076

MD-519375







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

ADDENDUM#	dated	to the Contract of
Sale between Buyer		
and Seller	Ernest E. Inman, Brenda E. Inman	
for the Property known as 1495	5 Dunster Ln, Potomac, MD 20854-6107	

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

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

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

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

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

OR

- (B) A written disclaimer statement providing that:
  - (i) Except for latent defects of which the seller has actual knowledge, the seller makes no representations or warranties as to the condition of the real property or any improvements on the real property; and
  - (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.

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GCAAR Form # 1342 Notice to Parties, Property Disclosure - MC

Page 1 of 2

3/2016

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.

DocuSigned by:	6/18/2022		
Seller's Signature	Date	Buyer's Signature	Date
Ernest E. Inman			
DocuSigned by:	6/18/2022		
Seller's Signature	Date	Buyer's Signature	Date
Brenda E. Inman			
Docusigned by: Anslic Stokes	6/17/2022		
Agent's Signature	Date	Agent's Signature	Date
Anslie Stokes			

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

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

There Cons	struction dates are unknown. If a	still exist that were built prior to	1978 OR No parts of the property vonstructed prior to 1978 or if construction is disclosure is not required.	
built pri developi intellige interest inspection	or to 1978 is notified that such ing lead poisoning. Lead poisonin nce quotient, behavioral problems in residential real property is re	property may present exposure to ng in young children may produce s, and impaired memory. Lead po quired to provide the buyer with notify the buyer of any known lea	ny interest in residential real property on white lead from lead-based paint that may place permanent neurological damage, including isoning also poses a particular risk to pregnation any information on lead-based paint hazard-based paint hazards. A risk assessment or	ce young children at risk of learning disabilities, reduced ant women. The seller of any ds from risk assessments or
SELLE	R'S DISCLOSURE:		BUYER'S ACKNOWLEDGMENT:	
(A) Pres	ence of lead-based paint and/or le	ad-based paint hazards	(Buyer to initial all lines as appropriate)	
	Known lead-based paint and/o hazards are present in the housi	_	(C) Buyer has <b>read the</b> above.	e Lead Warning Statement
X		OR lead-based paint and/or lead-		agraph B and acknowledges of any information listed
(B) Reco	ords and reports available to the Se	_		the pamphlet Protect
	Seller has provided Buyer w	vith all available records and	your Family From L (required).	r Family From Lead in Your Home uired).
	reports pertaining to lead-base hazards in the housing (list docu	d paint and/or lead-based paint	(F)Buyer has (check one	below):
X	Seller has <b>no reports or records</b> and/or lead-based paint hazards	OR pertaining to lead - based paint	Received a 10-day opportunity period) to conduct a risk assess presence of lead-based paint and hazards; <b>OR</b>	ssment or inspection for the
			Waived the opportunity to co inspection for the presence of I based paint hazards.	
(G) (B) CERTII	responsibility to ensur	e Seller of the Seller's obligations to ecompliance.	under 42 U.S.C. 4852d and is aware of his/her	
DocuSigned by	r	6/18/2022		
Sefler Ernest I	E. Inman	Date	Buyer	Date
DocuSigned by:		6/18/2022		
Seller 2394		Date	Buyer	Date
Brenda  DocuSigned by	E. Inman	6 /47 /2022		
Anslie St	or Seller, if any	6/17/2022 Date	Agent for Buyer, if any	Date
GCAAR Paint Sale	# 907A: Federal Lead 20 cs Disclosure -MC & This Recomm		ter Capital Area Association of REALTORS®, Inc	
DC McEnearne		d is for use by REALTOR members on nd Maryland, 4910 Massachusetts Avenue, NW V	ly. Previous editions of this Form should be destroy  Washington DC Phone: (202) 552-5600 Fax: (202)	/ed. .) 552-5605 Inman









#### MARYLAND LEAD POISONING PREVENTION PROGRAM DISCLOSURE

1495 Dunster Ln Property Address: Potomac, MD 20854-6107 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://www.mde.state.md.us/programs/Land/LeadPoisoningPrevention/Pages/index.aspx. 1. Seller hereby discloses that the Property was constructed prior to 1978; AND / is or / is not registered in the Maryland Program (Seller to The Property 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) has **not** occurred, which obligates Seller to perform / has; or / 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 as follows: will; OR / If such event has occurred, Seller (Seller to initial applicable line) will **not** perform the required treatment prior to transfer of title of the Property to Buyer. ACKNOWLEDGEMENT: Buyer acknowledges by Buyer's initials that Buyer has read and understands the above Paragraphs. / (BUYER) CERTIFICATION OF ACCURACY: The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate. 6/18/2022 Seller Date **Buyer Date** Ernest E. Inman 6/18/2022

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**Buyer** 

**Buyer's Agent** 

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GCAAR Form #908 - MC Page 1 of 1

**Date** 

**Date** 

6/17/2022

Seller

Anslie Stokes Seller's Agent

Brenda E. Inman

**Anslie Stokes** 

**Date** 

Date



## **Understanding Whom Real Estate Agents Represent**

#### THIS NOTICE IS NOT A CONTRACT

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

#### **Agents Who Represent the Seller**

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

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

## If you are viewing a property and you have not signed a Brokerage Agreement, that agent represents the seller

#### **Agents Who Represent the Buyer**

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

#### **Dual Agents**

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

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

If either party does not agree to dual agency, the real estate company must withdraw the brokerage agreement for that particular property with either the buyer or seller, or both. If the seller's agreement is terminated, the seller must then either represent him or herself or arrange to be represented by an agent from another real estate broker/company. If the brokerage agreement is terminated, the buyer may choose to enter into a written buyer brokerage agreement with a different broker/company. Alternatively, the buyer may choose not to be represented but simply to receive assistance from the seller's agent, from another agent in that company, or from a subagent from another company.

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

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

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

We, the X Sellers/Landlord that McEnearney Associates	Buyers/Tenants acknowledge rec (fin	eipt of a copy of this disclosure a rm name)	nd
and Anslie Stokes	lesperson) are working as:		
(You may check more t	han one box but not more tha	n two)	
<b>X</b> seller/landlord's agent			
subagent of the Seller			
buyer's/tenant's agent			
DocuSigned by:	6/18/2022	DocuSigned by:	6/18/2022
Signature	(Date)	Signature	(Date)
Ernest E. Inman		Brenda E. Inman	
* * :	* * * * * * * * * * * * *	* * * * * * * * * * * * *	* * * *
I certify that on this date I made to acknowledge receipt of a cop		the individuals identified below a	nd they were unable or unwilling
Name of Individual to whom dis	sclosure made	Name of Individual to whor	m disclosure made
Agent's Signature		(Date)	

Rev. 10/1/2019







#### MARYLAND RESIDENTIAL PROPERTY DISCLOSURE AND DISCLAIMER STATEMENT

Property Address: 14	495 Dunster Ln, Potomac, MD 20854-6107
Legal Description: _	

#### 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 real property:
  - A. that has never been occupied; or
  - B. for which a certificate of occupancy has been issued within 1 year before the seller and buyer enter into a contract
- 2. A transfer that is exempt from the transfer tax under §13-207 of the Tax-Property Article, except land installment contracts of sales under §13-207(a) (11) of the Tax-Property Article and options to purchase real property under §13-207(a)(12) of the Tax-Property Article;
- 3. A sale by a lender or an affiliate or subsidiary of a lender that acquired the real property by foreclosure or deed in lieu of foreclosure:
- 4. A sheriff's sale, tax sale, or sale by foreclosure, partition, or by court appointed trustee;
- 5. A transfer by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
- 6. A transfer of single family residential real property to be converted by the buyer into use other than residential use or to be demolished; or
- 7. A sale of unimproved real property.

Section 10-702 also requires the 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? 40 years (Home was not fully occupied during this period)

<b>Property System:</b>	Water, Sewage,	Heating & Air Conditioning (Answer all that apply)	
Water Supply	[X] Public	[ ] Well [ ] Other	
Sewage Disposal	[X] Public	[ ] Septic System approved for (# bedrooms) <b>Other Type</b>	

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GCAAR Form #912 - MD - Property Disclosure/Disclaimer

10/19

FORM: MREC/DLLR: Rev 10/1/2019

Garbage Disposal
Please indicate your actual knowledge with respect to the following:
1. Foundation: Any settlement or other problems? [ ] Yes [x] No [ ] Unknown  Comments:
2. Basement: Any leaks or evidence of moisture? [ ] Yes [ x ] No [ ] Unknown [ ] Does Not Apply Comments:
3. Roof: Any leaks or evidence of moisture? [ ] Yes [ x ] No [ ] Unknown  Type of Roof: Age  Comments:
Is there any existing fire retardant treated plywood? [ ] Yes [ x ] No [ ] Unknown  Comments:
4. Other Structural Systems, including exterior walls and floors:
Comments:  Any defects (structural or otherwise)? [ ] Yes [ x ] No [ ] Unknown  Comments:
5. Plumbing System: Is the system in operating condition? [X] Yes [] No [] Unknown Comments:
6. Heating Systems: Is heat supplied to all finished rooms?   Comments:  Is the system in operating condition?   [X] Yes [] No [] Unknown
Comments:
7. Air Conditioning System: Is cooling supplied to all finished rooms? [x ] Yes [ ] No [ ] Unknown [ ] Does Not Apply Comments:  Is the system in operating condition? [x ] Yes [ ] No [ ] Unknown [ ] Does Not Apply
Is the system in operating condition?   [X] Yes [] No [] Unknown [] Does Not Apply  Comments:
8. Electric Systems: Are there any problems with electrical fuses, circuit breakers, outlets or wiring?  [ ] Yes [ x ] No [ ] Unknown  Comments:
8A. Will the smoke alarms provide an alarm in the event of a power outage? [x] Yes [] No Are the smoke alarms over 10 years old? [] Yes [x] 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? [x] Yes [] No Comments:
9. Septic Systems: Is the septic system functioning properly? [ ] Yes
10. Water Supply: Any problem with water supply? [ ] Yes [ X ] No [ ] Unknown Comments:
Home water treatment system: [ ] Yes [ ] No [x ] Unknown  Comments:
Fire sprinkler system: [ ] Yes [ ] No [ ] Unknown [ X ] Does Not Apply
Comments:  Are the systems in operating condition?  [ ] Yes [ ] No [ X ] Unknown  Comments:

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In exterior walls?		[ ] No	[ ] Unkno					
In ceiling/attic? In any other areas?	[X]Yes		[ ] Unknow Where?					
Comments:		[X]110	where:					
12. Exterior Drainage: Does  [ ] Yes [x] N  Comments:	No [ ] Ur	nknown		n 24 l	hours after a	heavy rain?		
Comments: Are gutters and dow Comments:	nspouts in goo	od repair?	[ X ] Yes	[	] No	[ ] Unknown		
13. Wood-destroying insects Comments:					[ ] Yes	[ x ] No	[ ] Unk	nown
Comments: Any treatments or re Any warranties? Comments:	epairs?	[ ] Yes [ ] Yes	[ X ] No [ X ] No	_	] Unknown ] Unknown			
14. Are there any hazardous of underground storage tanks, of If yes, specify below Comments:	or other contam	ination) on th	ne property?		[ ] Yes		oestos, radon [ ] Unki	
15. If the property relies on monoxide alarm installed in t  [X] Yes [] N Comments: Combo w smo	the property? No [ ] Ur	nknown		t, ve	ntilation, ho	ot water, or clo	othes dryer	operation, is a carbon
16. Are there any zoning vio unrecorded easement, except If yes, specify below Comments:	for utilities, or	n or affecting	the property	?			k requireme [ ] Unk	=
16A. If you or a contractor local permitting office?  Comments:	[ ] Yes	[ ] N	o [x]D	oes N				from the county or
17. Is the property located District? [ ] Yes Comments:		e, conservati [ ] Unkno			area, Chesa specify belo		tical area o	r Designated Historic
18. Is the property subject to  [ ] Yes  Comments:	any restriction [ x ] No				association of specify belo		oe of commu	unity association?
19. Are there any other mater	[X] No	[ ] Unkno	wn	Ū	1 2	l condition of t	he property?	?
NOTE: Seller(s) may wis PROPERTY DISCLOST	sh to disclose	the conditi				he property o	on a separa	te RESIDENTIAL
The seller(s) acknowled is complete and accurate of their rights and obliga	e as of the d	late signed.	The seller	(s) f	urther ack	nowledge tl	nat they ha	
Seller(s) Enust E. Iuman by larry	Frank, his Attorney-i	r-Fact					Date	9/20/2022
Ernes E. Inma Seller(s) Frank E. Imma Brenda E. Inma	<b>n</b> y Frank, her Attorney.						Date	9/20/2022

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GCAAR Form #912 - MD - Property Disclosure/Disclaimer FORM: MREC/DLLR: Rev 10/1/2019

Page 3 of 4

Purchaser	Date
Purchaser	Date
MARYLAND RESIDENTIAL PROPERTY DISCLA	IMER STATEMENT
NOTICE TO SELLER(S): Sign this statement only if you elect to sell the warranties as to its condition, except as otherwise provided in the contract of set forth below; otherwise, complete and sign the RESIDENTIAL PROPER	of sale and in the listing of latent defects
Except for the latent defects listed below, the undersigned seller(s) of the rearranties as to the condition of the real property or any improvement receiving the real property "as is" with all defects, including latent defects provided in the real estate contract of sale. The seller(s) acknowledge has and further acknowledge that they have been informed of their rights Maryland Real Property Article.	nts thereon, and the purchaser will be s, which may exist, except as otherwise wing carefully examined this statement
Section 1-702 also requires the seller to disclose information about latent of actual knowledge of. The seller must provide this information even if selling are defined as: Material defects in real property or an improvement to real (1) A purchaser would not reasonably be expected to ascertain or 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 invited.	Ing the property "as is." "Latent defects" I property that: r observe by a careful visual inspection
Does the seller(s) has actual knowledge of any latent defects? [ ] Yes	[ ] No If yes, specify:
Seller	
Seller	Date
Seller  Seller  The purchaser(s) acknowledge receipt of a copy of this disclaimer staten	DateDate  Date ment and further acknowledge that they
	DateDate  Date  ment and further acknowledge that they Maryland Real Property Article.

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GCAAR Form #912 - MD - Property Disclosure/Disclaimer FORM: MREC/DLLR: Rev 10/1/2019









## Regulations, Easements and Assessments (REA) Disclosure and Addendum

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

Γhe	e Contract of Sale dated	, Address		1495 Du	nster Ln	
City	y Potomac	, State	MD	Zip	20854-6107	between
Sel		. Inman, Brenda E	. Inman			and
	yer					is hereby
ame	ended by the incorporation of this Addendum, which shall supe	ersede any provision	s to the contrary	in this Contra	act.	
	tice to Seller and Buyer: This Disclosure/Addendum to be co					
	chase offer and will become a part of the sales contract for the					
	ler. The content in this form is not all-inclusive, and the Paragi y define or limit the intent, rights or obligations of the parties					
	nge and GCAAR cannot confirm the accuracy of the informat					
	a regulation, easement or assessment, information should be			•	• .	* *
	ained by contacting staff and web sites of appropriate authorities		11 1 0	J	,	,
	Montgomery County Government, 101 Monroe Street, F     M. T. L. W.			.1.1		
	<ul> <li>Main Telephone Number: 311 or 240-777-0311 (TTY 2-</li> <li>Maryland-National Capital Area Park and Planning Com</li> </ul>			11.com		
	<ul> <li>Maryland-National Capital Area Park and Planning Com 2425 Reedie Drive, 14th Floor, Wheaton, MD 20902. M</li> </ul>			e.		
	https://montgomeryplanningboard.org	ium number: 501 15	3 1000. Web 310			
	City of Rockville, City Hall, 111 Maryland Ave, Rockvi	ille, MD 20850.				
	Main telephone number: 240-314-5000. Web site: www.					
	• State Department of Assessments & Taxation (SDAT), 3		t, Baltımore, M	D, 21201		
	Main Telephone Number: 410-767-1184. Website: sdat.	dat.maryiand.gov				
1.	<b>DISCLOSURE/DISCLAIMER STATEMENT:</b> A property	tv owner mav be e	xempt from Ma	arvland Reside	ential Property Disc	closure Act as
	defined in the Maryland Residential Property Disclosure and					
	Disclosure Act? [ ] Yes [x ] No. If no, see attached Maryla	and Residential Disc	losure and Disc	claimer Staten	nent. If yes, reason f	for exemption
		·				
2.	SMOKE DETECTORS: Maryland law requires that A	ATT smaka alarm	s ha lass than	10 years fr	om data of manut	factura Also
٠.	BATTERY-ONLY operated smoke alarms must be seale					
	Montgomery County Code, the Seller is required to have wo					
	the year the Property was constructed. For a					
	info/resources/files/laws/smokealarmmatrix_2013.pdf. In add					
	unit contains alternating current (AC) electric service. In the NOT provide an alarm. Therefore, the Buyer should obtain a					e detector wii
	NOT provide an alarm. Therefore, the Buyer should obtain a	duai-powered smok	e detector or a c	attery-powere	d smoke detector.	
3.	MODERATELY-PRICED DWELLING UNIT: Is the F	Property part of the	Moderately-P	riced Dwellin	g Unit Program in	Montgomery
	County, the City of Rockville, or the City of Gaithersburg?					
	. If initial offering is after M			uyer and Selle	er should contact the	he appropriate
	jurisdictional agency to ascertain the legal buying and selling	restrictions on the F	roperty.			
4.	RADON DISCLOSURE: A radon test must be performed	on or before the Se	ettlement Date	of a "Single F	amily Home" in ac	cordance with
	Montgomery County Code Section 40-13C (see https://ww					
	Home means a single family detached or attached reside	_	•			
	part of a condominium regime or a cooperative housing o					
	is required to provide the Buyer, on or before Settlement Dat or to permit the Buyer to perform a radon test, but regardless,					
	of the radon test results. If Buyer elects not to or fails to pe					
	results to the Buyer on or before Settlement Date.		,	r		F
	Is Calley assessed from the Dadou Test disalegeing [ ] Vog [	. I No If you room	. for overantion			
	Is Seller exempt from the Radon Test disclosure? [ ] Yes [ )	-				<u> </u>
	©2022 The Greater Capi This Recommended Form is the property of the Greater Ca				for use by members	s only
		s of this Form should		J⊕, IIIO. aiiu 15	Tor use by members	o omy.
			•			

#### **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 [ $\chi$ ] 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 <a href="http://permittingservices.montgomerycountymd.gov/DPS/general/Home.aspx">http://permittingservices.montgomerycountymd.gov/DPS/general/Home.aspx</a>. For well and/or septic field locations, visit <a href="http://permittingservices.montgomerycountymd.gov/DPS/online/eInformationRequest.aspx">http://permittingservices.montgomerycountymd.gov/DPS/online/eInformationRequest.aspx</a>, 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. <u>Categories:</u> To confirm service area category, contact the <u>Montgomery County Department of Environmental Protection ("DEP")</u> Watershed Management Division or visit <u>waterworks@montgomerycountymd.gov</u>.

A.	Water: Is the Property connected to public water? [X] 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? [X] Yes [] No
	If no, answer the following questions:
	1 Has it been approved for connection to public sewer? [ ] Yes [ ] No [ ] Do not know
	2. Has an individual sewage disposal system been constructed on Property? [ ] Yes [ ] No
	Has one been approved for construction? [ ] Yes [ ] No
	Has one been disapproved for construction [ ] Yes [ ] No [ ] Do not know
	If no, explain:
D.	Recommendations and Pending Amendments (if known):
υ.	
	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:
Ε.	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.

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	that, to stay informed of f		nicipal water and sewer plans, th	ove; the Buyer further understands ne Buyer should consult the County
	Buyer	Date	Buyer	Date
<b>ó.</b>		this Property is located in Takoma Notice of Tree Preservation Requ		losure must be attached. See GCAAR
7.	<b>Homeowners Association</b> with and/or [ ] <b>Condominium Association</b>	mandatory fees (HOA) (refer to GC ciation (refer to GCAAR Condomin R Co-operative Seller Disclosure	CAAR HOA Seller Disclosure / R nium Seller Disclosure / Resale Ad	The Property is located in a [ ] esale Addendum for MD, attached), dendum for MD, attached) and/or [ DC, attached) and/or [ ] Other (ie:
3.	abandonment, contact the Maryla		or visit www.mde.state.md.us Does	the procedures for their removal or s the Property contain an UNUSED is abandoned:
	Are there any potenti become liable which d If yes, EITHER [ ] \$ sewer authority, OR [ B. Private Utility Compa Are there any deferred	Sanitary Commission (WSSC) or al Front Foot Benefit Charges (Floon of appear on the attached properties the Buyer agrees to assume the formula of the commission of the commis	FBC) or deferred water and sewerty tax bills? [ ] Yes [ x ] No auture obligations and pay future and that a schedule of charges has not be a blan to benefit the Property in the fut	annual assessments in the amount of tyet been established by the water and ure.  OT appear on the attached property tax
	EFFECTIVE OCTOBER SEWER CHARGES This Property is subject t construction all or part of	1, 2016: NOTICE REQUIRED 1 o a fee or assessment that purpo	orts to cover or defray the cost	DING DEFERRED WATER AND of installing or maintaining during eveloper. This fee or assessment is until (date) to
	prepayment or a discount a contractual obligation between by the county in which the	(name and or carly prepayment, which may learn the lienholder and each owner.)	d address) (hereafter called "lien be ascertained by contacting the li- er of this Property, and is not in a	sholder"). There may be a right of enholder. This fee or assessment is a ny way a fee or assessment imposed
	(1) Prior to Settlement, th	ne Buyer shall have the right to re ut the right of rescission shall ter	scind the Contract and to receive	a full refund of all deposits paid on covides the Buyer with the notice in
	(2) Following Settlement,	the Seller shall be liable to the Buy	er for the full amount of any open	lien or assessment.

By signing below, the Buyer acknowledges that, prior to signing the Contract, the Seller has provided the information referenced

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#### 10. SPECIAL PROTECTION AREAS (SPA):

Refer to montgomeryplanning.org/planning/environment/water-and-wetlands/special-protection-areas/ or montgomerycountymd.gov/water/streams/spa.html for explanations 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: MaryJo,Kishter@montgomeryplanning.org, or call 301-495-4701.

Is this Property located in an area designated as a Special Protection Area? [ ] Yes [X] No.

If yes, special water quality measures and certain restrictions on land uses and impervious surfaces may apply.

Under Montgomery County law, Special Protection Area (SPA) means a geographic area where:

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

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

Buyer	Buyer

- 11. PROPERTY TAXES: Each property in Montgomery County, MD is assessed for annual real property taxes based on several different components. A copy of the tax bill will reflect which categories and components are applicable to this Property, including, whether the Property is located in a municipality, a special taxing district, a development district, a proposed development district, and/or whether this Property is subject to a special area tax or any WSSC front foot benefit charges. Definitions and explanations of each of these categories can be obtained at the Montgomery County Department of Finance website in the "Frequently Asked Questions" section located at <a href="https://www.montgomerycountymd.gov/finance/taxes/faqs.html">https://www.montgomerycountymd.gov/finance/taxes/faqs.html</a> and select "FAQ". Additional information relating to taxes and the assessment and appeal process can be located at <a href="https://dat.maryland.gov/realproperty/Pages/Assessment-Appeal-Process.aspx">https://dat.maryland.gov/realproperty/Pages/Assessment-Appeal-Process.aspx</a> this provides tax information from the State of Maryland.
  - A. <u>Current Tax Bill</u>: IN ACCORDANCE WITH MONTGOMERY COUNTY CODE SECTION 40-12C, THE SELLER(S) MUST ATTACH HERETO A COPY OF THE CURRENT REAL PROPERTY TAX BILL FOR THIS PROPERTY. A copy of the tax bill for this Property can be obtained at <a href="https://apps.montgomerycountymd.gov/realpropertytax/">https://apps.montgomerycountymd.gov/realpropertytax/</a>.
  - 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 <a href="https://www.montgomerycountymd.gov/estimatedtax">www.montgomerycountymd.gov/estimatedtax</a>.

/	Buyer acknowledges receipt of both tax disclosures.
Buyer's Initials	

#### 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 <a href="https://www2.montgomerycountymd.gov/estimatedtax/FAQ.aspx#3607">https://www2.montgomerycountymd.gov/estimatedtax/FAQ.aspx#3607</a>. Seller shall choose one of the following:

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13.

14.

assessment or special tar that are due. As of t \$	k imposed he date o each ye	under Chapter 14 of the Montgomery County Code, in addition to all other taxes and assessments of execution of this disclosure, the special assessment or special tax on this Property is ar. A map reflecting Existing Development Districts can be obtained at <a href="mailto:d.gov/estimatedtax/map/Existing_DevDistricts.pdf/">d.gov/estimatedtax/map/Existing_DevDistricts.pdf/</a> .
		OR
assessment or special tax	k imposed	ROPOSED Development District: Each year the Buyer of this Property must pay a special under Chapter 14 of the Montgomery County Code, in addition to all other taxes and assessments num special assessment or special tax is \$each year. A map reflecting in be obtained at <a href="https://www2.montgomerycountymd.gov/estimatedtax/map/dev_districts.pdf">https://www2.montgomerycountymd.gov/estimatedtax/map/dev_districts.pdf</a> .
		OR
$[\chi]$ The Property is not local	ated in an	existing or proposed Development District.
TAX BENEFIT PROGRAMS: The Property may currently be understood Buyer to remain in the program.		enefit program that has deferred taxes due on transfer or may require a legally binding commitment, but not limited to:
Conservation Manageme	ent Agreer	<b>rement Program</b> (FC&MP): Buyer is hereby notified that a property under a Maryland Forest ment (FCMA) could be subject to recapture/deferred taxes upon transfer. Is the Property under axes assessed shall be paid by [ ] the Buyer <b>OR</b> [ ] the Seller.
transfer shall be pa	id by [	erty subject to agricultural transfer taxes? [ ] <b>Yes</b> [ X] <b>No</b> . If yes, taxes assessed as a result of the ] the Buyer <b>OR</b> [ ] the Seller. Confirm if applicable to this Property at operty/Pages/default.aspx.
		es the Seller have reduced property taxes from any government program?
obtain a plat you will be required	or at the to supply	Judicial Center, Room 218, 50 Maryland Avenue, Rockville, MD or at 240-777-9477. In order to the Lot, Block, Section and Subdivision, as applicable, for the Property. Plats are also available g/info/plat_maps.shtm or at www.plats.net. Buyers shall check <b>ONE</b> of the following:
	[ ] A.	<u>Unimproved Lot and New Construction</u> : If the Property is an unimproved lot or a newly constructed house being sold for the first time, the Buyer shall be provided a copy of the recorded subdivision plat prior to entering into a contract. <b>Buyer hereby acknowledges receipt of a copy of the recorded subdivision plat.</b>
		OR
/ Buyer's Initials	[X] 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.	<u>Resale/Waived Receipt</u> : 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.

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#### 15. AGRICULTURAL RESERVE DISCLOSURE NOTICE:

This Property [ ] is [X] is not subject to the Agricultural RESERVE Disclosure Notice requirements. These disclosure requirements 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 SDAT and Montgomery County Zoning Layer (MC Atlas).

#### 16. NOTICE CONCERNING CONSERVATION EASEMENTS:

This Property [ ] is [X] is not subject to a Conservation Easement. If applicable, GCAAR Conservation Easements Addendum is hereby provided. See <a href="https://mcatlas.org/FCE/">https://mcatlas.org/FCE/</a> for easement locator map.

#### 17. GROUND RENT:

This Property [ ] is [X] 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 <a href="http://www.montgomeryplanning.org/historic/index.shtm">http://www.montgomeryplanning.org/historic/index.shtm</a>, 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.

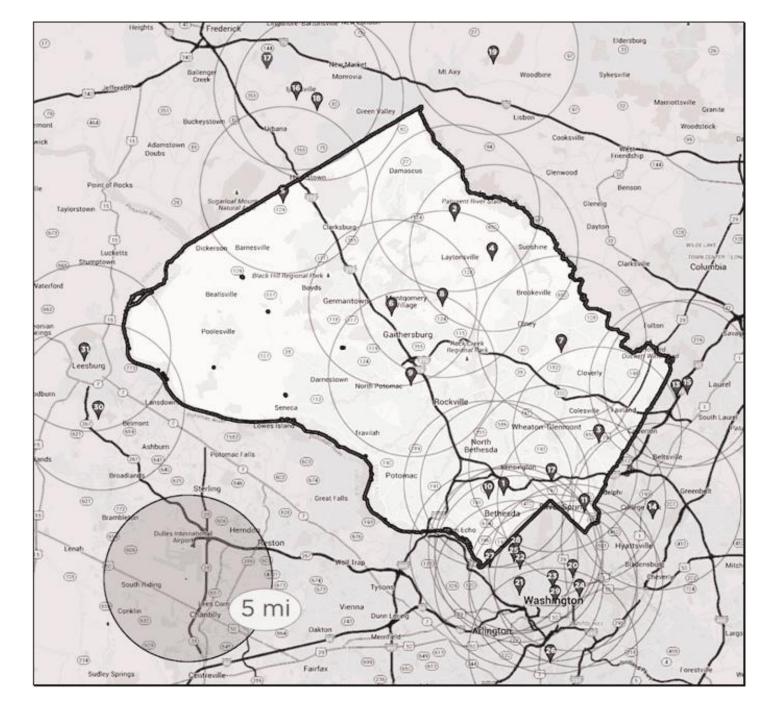
- A. City of Rockville: Montgomery County Code §40-12A has been adopted by the City of Rockville.
- B. City of Gaithersburg: Montgomery County Code §40-12A has been adopted by the City of Gaithersburg at City Code §2-6.
- C. Other: Contact the local municipality to verify whether the Property is subject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

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

#### 19. MARYLAND FOREST CONSERVATION LAWS:

- A. Forest Conservation Law: The Buyer is notified that the cutting, clearing, and grading of more than 5,000 square feet of forest or any champion tree on the Property is subject to the requirements of the Forest Conservation Law. The Buyer is required to comply with the Forest Conservation Law, Chapter 22A of the Montgomery County Code. In order to assure compliance with the law, the Buyer is notified of the need to contact the Countywide Environmental Planning Division of the Maryland-National Capital Park and Planning Commission (M-NCPPC), whether it means obtaining a written exemption from the Forest Conservation Laws from M-NCPPC or obtaining approval of a Natural Resource Inventory/Forest Stand Delineation Plan, Forest Conservation Plan, or Tree Save Plan prior to cutting, clearing, and grading of more than 5,000 square feet of forest, obtaining a grading or sediment control permit, or developing the Property. Further, Seller represents and warrants that no activities have been undertaken on the Property in violation of the Forest Conservation Law and that if such activities have occurred in violation of the applicable law, that Seller has paid all of the penalties imposed and taken all of the corrective measures requested by M-NCPPC.
- **B.** Forest Conservation Easements: Seller represents and warrants that the Property [ ] is [X] is not currently subject to a recorded Category I or Category II Forest Conservation Easement, Management Agreement or an approved Forest Conservation Plan, Tree Save Plan, or any other plan requiring the protection of natural areas, or any other pending obligation binding the owner of the Property under Forest Conservation Law requirements. If the Property is encumbered by any such easement or plan, attach a copy of the plat or recorded document (if available).
- 20. <u>AIRPORTS AND HELIPORTS</u>: The following list of airports and heliports includes those in Montgomery County and the surrounding area that may be within a five-mile radius of the Property. This list was compiled from data provided by the Washington Airports District Office of the Federal Aviation Administration and was current as of 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: <a href="http://www.faa.gov/airports/airport safety/airportdata">http://www.faa.gov/airports/airport</a> safety/airportdata 5010.

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#### MONTGOMERY COUNTY

- Walter Reed National Medical Center Heliport, 8901 Rockville Pike, Bethesda, MD 20889
- Davis Airport, 7200 Hawkins Creamery Road, Laytonsville, MD 20879
- Dow Jones & Company, Inc., 11501 Columbia Pike, Silver Spring, MD 20904
- **4. Federal Support Center Heliport,** 5321 Riggs Road, Gaithersburg, MD 20882

- Flying M Farms, 24701 Old Hundred Road, Comus, MD 20842
- **6. IBM Corporation Heliport,** 18100 Frederick Avenue, Gaithersburg, MD 20879
- Maryland State Police Heliport, 7915 Montrose Road, Rockville, MD 20854
- **8. Montgomery County Airpark,** 7940 Airpark Road, Gaithersburg, MD 20879
- Shady Grove Adventist Hospital, 9901 Medical Center Drive, Rockville, MD 20850

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Inman

- Suburban Hospital, 8600 Old Georgetown Road, Bethesda, MD 20814
- Washington Adventist Hospital, 7600 Carroll Avenue, Takoma Park, MD 20912
- Holy Cross Hospital, 1500 Forest Glen Road, Silver Spring, MD, 20910
- **13. Holy Cross Germantown**, 19801 Observation Dr, Germantown, MD, 20876

#### PRINCE GEORGE'S COUNTY

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

#### FREDERICK COUNTY

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

#### CARROLL COUNTY

**20.** Walters Airport, 7017 Watersville Road, Mt. Airy, MD 21771

#### DISTRICT OF COLUMBIA

21. Bolling Air Force Base, 238 Brookley Avenue, SW, 20032

- **22.** Children's National Medical Center, 111 Michigan Avenue, NW, 20010
- 23. Washington Hospital Center, 110 Irving Street, NW, 20010
- Georgetown University Hospital, 3800 Reservoir Road, NW, 20007
- **25. Metropolitan Police,** Dist.2, 3320 Idaho Avenue, NW, 20007
- 26. Metropolitan Police, Dist.3, 1620 V Street, NW, 20007
- **27. Metropolitan Police,** Dist.5, 1805 Bladensburg Road, NE, 20002
- National Presbyterian Church, 4101 Nebraska Avenue, NW. 20016
- **29. Sibley Memorial Hospital,** 5255 Loughboro Road, NW, 20016
- 30. Police Harbor Patrol Branch, Water St, SW, 20024
- Steuart Office Pad, Steuart Petroleum Co., 4640 40th Street, NW. 20016
- Former Washington Post Building, 1150 15th Street, NW, 20017

#### VIRGINIA

- Ronald Reagan Washington National Airport, Arlington County 20001
- **34.** Leesburg Executive, 1001 Sycolin Road, Leesburg, 22075
- **35.** Loudoun Hospital Center, 224 Cornwall, NW, Leesburg, 22075
- **36. Dulles International Airport**, 1 Saarinen Cir, Dulles, VA 20166
- 21. <u>ENERGY EFFICIENCY DISCLOSURE NOTICE</u>: Before signing a contract for the sale of a single-family home (single-family attached, including condominiums or detached residential building), Sellers of Montgomery County properties must provide Buyers with the following:
  - **A.** <u>Information Disclosure</u>: Information about home energy efficiency improvements, including the benefit of conducting a home energy audit. Buyers should visit the following websites for this information: http://www.montgomerycountymd.gov/green/Resources/Files/energy/Home-Sales-Disclosure.pdf
  - B. <u>Usage History</u>: Has the home been owner-occupied for the immediate prior 12 months? [X] Yes [ ] No If property has been owner-occupied for any part of the past 12 months, Seller must provide copies of electric, gas and home heating oil bills <u>OR</u> cost and usage history for the single-family home for that time. Sellers may use GCAAR Utility Cost and Usage History Form to disclose the utility costs and usage history.
- **22. SCHOOL BOUNDARY NOTICE:** The Montgomery County Board of Education periodically reviews and amends school boundaries for each school within the Montgomery County Public Schools (MCPS) system. School boundaries designated for this Property are subject to change and Buyer is advised to verify current school assignments with MCPS.

/	ıyer's initials.		
By signing below, Seller acknowledges he has his knowledge at the time of entering into a c been disclosed.	3	, ,	,
Enest E. luman by larry Frank, his Altonny-in-Fact Seller	/20/2022		
Seller Ernest E. Inman	Date	Buyer	Date
	/20/2022 Date	Buyer	Date

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## Inclusions/Exclusions Disclosure and Addendum

(Required for use with GCAAR Listing Agreement & Sales Contract)

**PERSONAL PROPERTY AND FIXTURES:** The Property includes the following personal property and fixtures, if existing: built-in

PROPERTY ADDRESS: 1495 Dunster Ln, Potomac, MD 20854-6107

heating and central air conditioning equipm doors, screens, installed wall-to-wall carpet window treatment hardware, mounting bra exterior trees and shrubs; and awnings. Unl NOT CONVEY. The items checked below	ting, central vacuum syst ckets for electronics con less otherwise agreed to l	em (with all hoses apponents, smoke, ca herein, all surface o	and attachm arbon mono r wall moun	ents); shutters; window shades, xide, and heat detectors; TV ant ted electronic components/device	blinds, ennas; es <b>DO</b>
KITCHEN APPLIANCES  Stove/Range  Cooktop  Wall Oven  Microwave  Refrigerator  Wine Refrigerator  Wine Refrigerator  Dishwasher  Disposer  Separate Ice Maker	ELECTRONICS Security Ca Alarm Syst Intercom Satellite Di Video Doo nected) LIVING AREAS	ameras tem ishes rbell screen/Door	RECREA' OTHER		
Separate Freezer Trash Compactor	Window To	ans		Radon Remediation System Solar Panels (must include Solar Panel Seller	
LAUNDRY  Washer Dryer  THE FOLLOWING ITEMS WILL BE  LEASED ITEMS, LEASED SYSTEMS limited to: appliances, fuel tanks, water tr and satellite contracts DO NOT CONVEY	Electronic Furnace Hu Window A  REMOVED AND NO  & SERVICE CONTR reatment systems, lawn of	umidifier /C Units  F REPLACED:		Disclosure/Resale Addendum,  Wood Burning Stove on Sun Porch (As-is)  or service contracts, including by	out not
CERTIFICATION: Seller certifies that S  Docusioned by:  Enux: Eluman by Larry Frank, his Altonny-in-Fact	9/20/2022	Brenda E. Inman by lar	ry Frank, her Atto	mey-in-Fact 9/20/2022	
Seller Ernest E. Inman	Date	Seller Brenda E.			Date
The Contract of Sale dated and Buy for the Proper	between Selle	er Ernest E. Inmai	n, Brenda E		
Seller (sign only after Buyer) Ernest E. Inman	Date	Buyer			Date
Seller (sign only after Buyer) Brenda E. Inman	Date	Buyer			Date

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Address







### **Utility Cost and Usage History Form**

For use in Montgomery County, Maryland 1495 Dunster Ln, Potomac, MD 20854-6107

Month	Year		Electric	Gas	Heating Oil
Aug	2022	Total Cost:	67	-	
<del>.</del> .9	2022	Total Usage:	-	-	
Jul	2022	Total Cost:	67	-	
<b>5</b> 41	2022	Total Usage:	_	-	
Jun	2022	Total Cost:	67	_	
Sun	2022	Total Usage:	-	_	
May	2000	Total Cost:	67	-	
	2022	Total Usage:	_	_	
April	1	Total Cost:	10	_	
ДРГГГ	@022	Total Usage:	_	_	
	2000	Total Cost:	_	_	
Mar	2022	Total Usage:	_	_	
Feb	2000	Total Cost:	-	95	
Feb 2022	2022	Total Usage:	_	_	
Jan		Total Cost:	98	95	
Jan	2022	Total Usage:	-	_	
Dec	2021	Total Cost:	98	108	
Dec	2021	Total Usage:	_	-	
Nov	2021	Total Cost:	98	108	
NOV	2021	Total Usage:	-	-	
0ct	2021	Total Cost:	98	108	
occ	2021	Total Usage:		_	
Sep	2021	Total Cost:	78	108	
ЭСР	2021	Total Usage:	-	-	
Aug	2021	Total Cost:	78	108	
Aug	2021	Total Usage:	-	-	
July	2025	Total Cost:	78	108	
July	2021	Total Usage:	-	-	
Juno	2025	Total Cost:	78	108	
June	2021	Total Usage:	10	130	

Sell'er/Owner (Indicate if sole owner)

Ernest E. Inman

Date

9/20/2022

Sell'er/Owner (Indicate if sole owner)

Ernest E. Inman

Date

Brinda E. liman by larry Frank, lur Attorney-in-Fact

Seller/Owner (Indicate if sole owner) **Brenda E. Inman** 

Total Usage:

Date

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

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

## **Your Choices Concerning Dual Agency**

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

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

## **Duties of a Dual Agent and Intra-Company Agent**

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

- 1) Anything the client asks to be kept confidential; \*
- 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

	McEnearney Associates, Inc.	•		act as a Dual Agent for me as	the
	(Firm Name)				
	1495 Dunste				
X Seller in the sal	le of the property at: Potomac, M	<b>D</b> 2	20854-6107		
Buyer in the pu	irchase of a property listed for sal	e w	ith the above-refe	renced broker.	
DocuSigned by:	6/18/2022		DocuSigned by:	6/18/2022	
Signature	Date	,	Signature	Γ	Date
Ernest E. Inman			Brenda E. In	nan	
	Buyer(s) hereby affirm(s) conse Potomac, MD 20854-6107		<u> </u>		
Signature	Date	;	Signature	1	Date
# The undersigned	Seller(s) hereby affirm(s) conser	ıt tc	dual agency for	the Buyer(s) identified below:	
Name(s) of Buyer(s)	)				
Signature	Date	•	Signature	Ι	Date
Ernest E. Inman			Brenda E. In	nan	
		2 of	2		

eff. (10/1/19)

Printed on: 9/19/2022 1:23:42 PM



# Real Property Estimated Tax and Other Non-tax Charges

## a new owner will pay

## in the first full fiscal year of ownership

ACCOUNT NUMBER:		00189577	
PROPERTY:	OWNER NAME	INMAN ERNEST E ET AL TR	
	ADDRESS	1495 DUNSTER LN POTOMAC , MD 20854-6107	
TAX CLASS		50	
	REFUSE INFO	Refuse Area: R Refuse Unit:	

### **TAX INFORMATION:**

TAX DESCRIPTION	LY23 PHASE-IN VALUE <sub>1</sub>	LY22 RATE <sub>2</sub>	ESTIMATED FY23 TAX/CHARGE
STATE PROPERTY TAX	629,700	.1120	\$705.26
COUNTY PROPERTY TAX <sub>3</sub>	629,700	.8856	\$5,576.62
ROCKVILLE PROPERTY TAX	629,700	.2920	\$1,838.72
SOLID WASTE CHARGE <sub>4</sub>		40.1500	\$40.15
ROCKVILLE REFUSE CHARGE <sub>4</sub>			\$479
ROCKVILLE STORMWATER MGMT FEE			\$138
ESTIMATED TOTAL6			\$8,777.75

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.



#### **REAL PROPERTY CONSOLIDATED TAX BILL**

ANNUAL BILL
TAX PERIOD 07/01/2022-06/30/2023
FULL LEVY YEAR
LEVY YEAR 2022

Department of Finance Division of Treasury 27 Courthouse Square, Suite 200 Rockville, MD 20850

Hours: 8:00 a.m. - 4:30 p.m. Mon. - Fri.

09/19/2022

INMAN ERNEST E ET AL TR 1495 DUNSTER LN POTOMAC, MD 20854-6107

#### PRINCIPAL RESIDENCE

					PROPERTY DE	SCRIPTION
					POTOMAC WO	OODS SEC 2
LOT	BLOCK	DISTRICT	SUB	TAX CLASS	BILL#	ACCOUNT #
27	J	04	220	R050	42016105	00189577
MORTGAGE IN	IFORMATION		PROPERTY ADDRESS		REFUSE AREA	REFUSE UNITS
UNKN see r	OWN everse		1495 DUNSTER LN		R40	1
TAX DESCRIPTION		ASSESSMENT	RATE	TAX/CHARGE	*PER \$100 OF A	SSESSMENT
STATE PROPERTY TAX COUNTY PROPERTY TAX ROCKVILLE PROPERTY T	=	619,233 619,233 619,233	.1120 .8856 .2920	693.54 5,483.93 1,808.16	CURRENT YEAR F	
SOLID WASTE CHARGE ROCKVILLE REFUSE CHA ROCKVILLE STORMWAT TOTAL			40.1500	40.15 479.00 138.00 8,642.78	619	9,233
CREDIT DESCRIPTION COUNTY PROPERTY TAX TOTAL CREDITS	( CREDIT	ASSESSMENT	RATE	AMOUNT -692.00 -692.00	CONSTANT YIELD R COUNTY RATE OF 0.69 THE CONSTANT YIELD	940 IS LESS THAN
PRIOR PAYMENTS **** INTEREST				0	0.0131	
	Total Ann	ual Amount Due :		7,950.78		
YOU CAN VIEW A	ND PAY YOUR B	II I ON THE INT	FRNFT AT anns	montgomeryc	ountymd.gov/real	propertytax

YOU CAN VIEW AND PAY YOUR BILL ON THE INTERNET AT apps.montgomerycountymd.gov/realpropertytax

PLEASE RETAIN THE TOP PORTION FOR YOUR RECORDS.



RETURN THIS PORTION WITH PAYMENT

REAL PROPERTY CONSOLIDATED TAX BILL

TAX PERIOD 07/01/2022 - 06/30/2023 FULL LEVY YEAR BILL # 42016105

Make Check Payable to: Montgomery County, MD

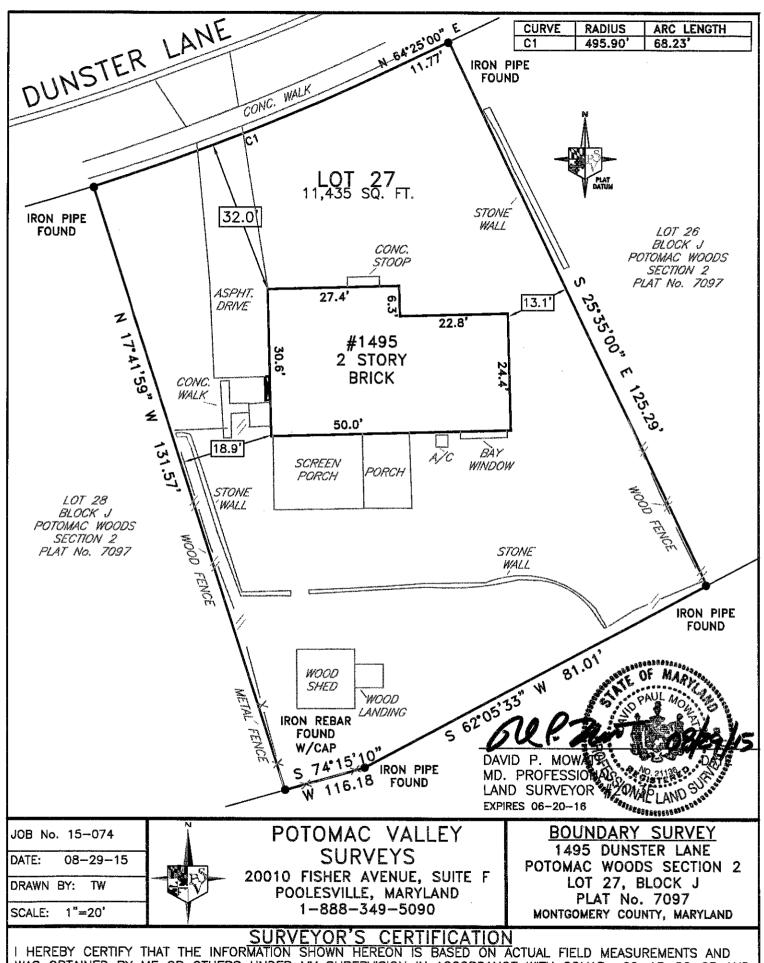
Check here if your address changed & enter change on reverse side.

ACCOUNT # LEVY YEAR 00189577 2022

3,975.41

INMAN ERNEST E ET AL TR 1495 DUNSTER LN POTOMAC, MD 20854-6107 DUE SEP 30 2022
PLEASE INDICATE AMOUNT BEING PAID

AMOUNT PAID



I HEREBY CERTIFY THAT THE INFORMATION SHOWN HEREON IS BASED ON ACTUAL FIELD MEASUREMENTS AND WAS OBTAINED BY ME OR OTHERS UNDER MY SUPERVISION IN ACCORDANCE WITH COMAR 09-13-06-03 AND THAT THE INFORMATION IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF, NO TITLE REPORT WAS FURNISHED.