



### Inclusions/Exclusions Attachment to Listing Agreement Disclosure and/or Addendum

Property Address: 4406 Ambler Dr, Kensington, MD 20895-4005

#### PART I. Inclusions/Exclusions Disclosure

**Personal Property and Fixtures:** The Property includes the following personal property and fixtures: A) Any 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, window shades, blinds, window treatment hardware, smoke and heat detectors, TV antennas, exterior trees and shrubs. Unless otherwise agreed to in writing, all surface or wall mounted electronic components/devices **DO NOT** convey. B) The items marked **YES** below are currently installed or offered. If more than one of an item convey, the number of items is noted.

Yes	No	#	Items	Yes	No	#	Items	Yes	No	#	Items
<input type="checkbox"/>	<input checked="" type="checkbox"/>		Alarm System	<input type="checkbox"/>	<input checked="" type="checkbox"/>		Freezer	<input type="checkbox"/>	<input checked="" type="checkbox"/>		Satellite Dish
<input type="checkbox"/>	<input checked="" type="checkbox"/>		Built-in Microwave	<input checked="" type="checkbox"/>	<input type="checkbox"/>		Furnace Humidifier	<input checked="" type="checkbox"/>	<input type="checkbox"/>		Storage Shed
<input checked="" type="checkbox"/>	<input type="checkbox"/>		Ceiling Fan	<input type="checkbox"/>	<input checked="" type="checkbox"/>		Garage Opener	<input checked="" type="checkbox"/>	<input type="checkbox"/>		Stove or Range
<input type="checkbox"/>	<input checked="" type="checkbox"/>		Central Vacuum	<input type="checkbox"/>	<input type="checkbox"/>		w/ remote	<input type="checkbox"/>	<input checked="" type="checkbox"/>		Trash Compactor
<input checked="" type="checkbox"/>	<input type="checkbox"/>		Clothes Dryer	<input checked="" type="checkbox"/>	<input type="checkbox"/>		Gas Log	<input checked="" type="checkbox"/>	<input type="checkbox"/>		Wall Oven
<input checked="" type="checkbox"/>	<input type="checkbox"/>		Clothes Washer	<input type="checkbox"/>	<input checked="" type="checkbox"/>		Hot Tub, Equip, & Cover	<input type="checkbox"/>	<input checked="" type="checkbox"/>		Water Treatment System
<input checked="" type="checkbox"/>	<input type="checkbox"/>		Cooktop	<input type="checkbox"/>	<input checked="" type="checkbox"/>		Intercom	<input type="checkbox"/>	<input checked="" type="checkbox"/>		Window A/C Unit
<input checked="" type="checkbox"/>	<input type="checkbox"/>		Dishwasher	<input type="checkbox"/>	<input checked="" type="checkbox"/>		Playground Equipment	<input type="checkbox"/>	<input checked="" type="checkbox"/>		Window Fan
<input checked="" type="checkbox"/>	<input type="checkbox"/>		Disposer	<input type="checkbox"/>	<input checked="" type="checkbox"/>		Pool, Equip, & Cover	<input type="checkbox"/>	<input checked="" type="checkbox"/>		Window Treatments
<input checked="" type="checkbox"/>	<input type="checkbox"/>		Electronic Air Filter	<input checked="" type="checkbox"/>	<input type="checkbox"/>		Refrigerator	<input type="checkbox"/>	<input checked="" type="checkbox"/>		Wood Stove
<input checked="" type="checkbox"/>	<input type="checkbox"/>		Fireplace Screen/Door	<input type="checkbox"/>	<input type="checkbox"/>		w/ ice maker				

#### OTHER

#### AS IS ITEMS

Seller does not warrant the condition or working order of the following items and/or systems:

#### LEASED ITEMS

Any leased items, systems or service contracts (including, but not limited to, fuel tanks, water treatment systems, lawn contracts, security system monitoring, and satellite contracts) **DO NOT CONVEY** absent an express written agreement by Purchaser and Seller. The following is a list of the leased items within the Property:

Seller certifies that Seller has completed this checklist disclosing what conveys with the property and gives permission to make this information available to prospective buyers.

Seller Michael S Bagshaw

Date 5/1/09

Seller Brett A Bagshaw

Date 5/1/09

#### PART II. Inclusions/Exclusions Addendum

The Contract of Sale dated \_\_\_\_\_ between Seller Michael S Bagshaw, Brett A Bagshaw

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

The parties agree that Part I of this Addendum shall replace and supersede the provisions of the Inclusions/Exclusions paragraph of the MAR Residential Contract of Sale or the Personal Property Fixtures and Utilities paragraph of the Regional Sales Contract as applicable.

Seller \_\_\_\_\_ Date \_\_\_\_\_

Buyer \_\_\_\_\_ Date \_\_\_\_\_

Seller \_\_\_\_\_ Date \_\_\_\_\_

Buyer \_\_\_\_\_ Date \_\_\_\_\_

©2006, 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.



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

The Contract of Sale dated \_\_\_\_\_, Address 4406 Ambler Dr,  
 City Kensington, State MD Zip 20895-4005 between  
 Seller Michael S Bagshaw, Brett A Bagshaw and  
 Buyer \_\_\_\_\_ is hereby amended by  
 the incorporation of this Addendum, which shall supersede any provisions to the contrary in the Contract.

**Notice to Seller:** Pursuant to Montgomery County Code (Sec.40-13), a Seller is required to fully disclose to Buyers all specific facts relevant to, or affecting any property, imposed by any law or regulation or any common law principle. Seller acknowledges he has carefully examined this form, and that the information is complete and accurate to the best of his knowledge as of the date signed. 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.

**Notice to Buyer:** The information contained herein is the representation of the Seller. Further information may be obtained by contacting staff and web sites of appropriate authorities, Montgomery County Government, 240-777-1000, Park and Planning Commission/Montgomery County Department of Park and Planning, 301-495-4700, and municipality, if applicable.

**General Information:**

The content in this form is not all-inclusive. 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.

- **Montgomery County Government**, 101 Monroe Street, Rockville, MD, 20850. Main Telephone Number: 240-777-1000. Web site: [www.montgomerycountymd.gov](http://www.montgomerycountymd.gov)
- **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](http://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](http://www.rockvillemd.gov)

**1. AVAILABILITY OF WATER AND SEWER SERVICE:**

- **Existing Water and Sewer Service:** Refer to the Seller's Water Bills or contact WSSC at 301-206-4001 or City of Rockville at 240-314-8420.
- **Well and Septic Locations:** Contact the **Department of Permitting Services "DPS", Well and Septic**, at 240-777-6320, fax 240-777-6314 or [gene.vongunten@co.mo.md.us](mailto:gene.vongunten@co.mo.md.us). For septic field location for homes constructed prior to 1978, request an "as built" drawing using DPS's "Septic System Location Application" form. Homes built prior to 1960 may be filed on microfiche, and, if outside a subdivision, the name of the original owner may be required. An original owner's name can be found among the Land Records at the County Courthouse. Allow two weeks for the "as built" drawing.
- **Categories:** To confirm service area category, contact the **Montgomery County Department of Environmental Protection ("DEP") Watershed Management Division**, Alan Soukop at 240-777-7716 or [alan.soukop@co.mo.md.us](mailto:alan.soukop@co.mo.md.us) or fax request to 240-777-7715.

©2009, 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.

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. 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
-------	------	-------	------

**2. DEFERRED WATER AND SEWER ASSESSMENT:**

A. **Private Utility Company:** Are there any annual or semi-annual assessments paid to private companies that provided or financed utility installation?  Yes  No. If yes, the Buyer agrees to assume the future obligations and pay future annual assessments in the amount of \$ \_\_\_\_\_ for remaining years to \_\_\_\_\_ (name of company).

B. **Washington Suburban Sanitary Commission (WSSC) or Local Jurisdiction:**

Are there any deferred water and sewer charges for which the Buyer may become liable which do not appear on the attached property tax bill?  Yes  No. If yes,  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. (Check applicable box).

Buyer acknowledges that there may be annual water and sewer charges which are not recorded in the land records and which may not be discovered by a diligent title search. Buyer's acknowledgement is not a waiver of the Seller's obligation to accurately disclose the existence of an assessment as set forth herein. Buyer's acknowledgment \_\_\_\_\_ (initials)

**3. HOMEOWNER'S ASSOCIATION, CONDOMINIUM ASSOCIATION OR COOPERATIVE ASSOCIATION ASSESSMENTS:**

The Property is located in a  Homeowners Association with mandatory fees (HOA), or  Condominium Association or  Cooperative or  Not Applicable. Check as appropriate.

Name of Project/Subdivision: \_\_\_\_\_  
 Management Company: \_\_\_\_\_ Telephone: \_\_\_\_\_  
 Regular Periodic Fee: \$ \_\_\_\_\_ per \_\_\_\_\_. Special Assessments: \$ \_\_\_\_\_. Are there any assessments \_\_\_\_\_

©2009, 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.

or fees approved yet not assessed?  Yes  No. If yes, amount \$ \_\_\_\_\_ and explain reason for assessment:

**4. SPECIAL PROTECTION AREAS (SPA):**

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

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

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

B. Proposed land uses would threaten the quality or preservation of those resources or features in the absence of special water quality protection measures which are closely coordinated with appropriate land use controls.

An SPA may be designated in:

(1) a land use plan;

(2) the Comprehensive Water Supply and Sewer System Plan;

(3) a watershed plan; or

(4) a resolution adopted after at least fifteen (15) days' notice and a public hearing.

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

\_\_\_\_\_  
Buyer

\_\_\_\_\_  
Buyer

**5. 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/index.asp](http://www.montgomerycountymd.gov/apps/tax/index.asp) 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](http://www.dat.state.md.us/sdatweb/taxassess.html) - this provides tax information from the State of Maryland.

**NOTICE OF SPECIAL TAX OR ASSESSMENT: IN ACCORDANCE WITH MONTGOMERY COUNTY CODE SECTION 14-17, THE SELLER(S) MUST ATTACH HERETO A COPY OF THE CURRENT REAL PROPERTY TAX BILL FOR THIS PROPERTY.** A current copy of the tax bill for this property can be obtained at; [www.montgomerycountymd.gov/apps/tax/index.asp](http://www.montgomerycountymd.gov/apps/tax/index.asp). **IN ADDITION, SELLER(S) ARE REQUIRED TO PROVIDE POTENTIAL BUYER'S 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](http://www.montgomerycountymd.gov/estimatedtax). Buyer(s) hereby acknowledge receipt of 1) a copy of the current real property tax bill AND 2) the estimated property tax and non-tax charges in the Buyer's first full fiscal year of ownership, both as required by Montgomery County Code. Buyer's acknowledgment of receipt of both tax disclosures \_\_\_\_\_ (initials)

©2009, 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.

**6. TAX BENEFIT PROGRAMS:**

The Property might 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 \_\_\_\_\_.

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 \_\_\_\_\_. Confirm if applicable to this property at: [www.dat.state.md.us/sdatweb/agtransf.html](http://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: \_\_\_\_\_.

**7. STORM WATER MANAGEMENT FEES – CITY OF TAKOMA PARK:**

The City of Takoma Park, MD maintains its own storm water facilities and assesses and bills for an annual **storm water management fee** on all real property located in the city. This assessment is made separate from City property taxes and requires a separate inquiry as to applicability and the amount to be collected and/or prorated. Inquiries can be made at 301-891-7212. Is the property located in the City of Takoma Park and subject to this assessment?  Yes  No

**8. 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.mcparkandplanning.org/info/get\\_maps.shtm](http://www.mcparkandplanning.org/info/get_maps.shtm) or at [www.plats.net](http://www.plats.net).

Note: user id = plato and password = plato#.

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. **Buyer's initials:** \_\_\_\_\_

However, 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. **Buyer's initials:** \_\_\_\_\_

OR

Buyer hereby waives receipt of a copy of such plat at time of execution of contract, but shall, prior to or at the time of settlement, be provided a copy of the subdivision plat. **Buyer's initials:** \_\_\_\_\_

**9. AGE OF HOME AND FEDERAL LEAD BASED PAINT:** Title X, Section 1018, the Residential Lead-Based Paint Hazard Act of 1992 (the Act), requires the disclosure of certain information regarding lead-based paint and lead-based paint hazards in connection with the sale of residential real property. Unless otherwise exempt, the Act applies only to housing constructed prior to 1978. A Seller of pre-1978 housing is required to disclose to the Buyer, based upon the Seller's actual knowledge, all known lead-based paint hazards in the Property and provide the Buyer with any available reports in the Seller's possession relating to lead-based paint or lead-based paint hazards applicable to the Property. The Seller, however, is not required to conduct or pay for any lead-based paint risk assessment or inspection.

At the time that the offer to purchase is entered into by the Buyer, the Seller is required to provide the Buyer with the EPA pamphlet entitled "Protect Your Family From Lead In Your Home" and a "Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards" form (GCAAR #500). The Seller is required under the Act to provide the Buyer with a ten (10) day time period (or other mutually agreeable time period) for the Buyer, at the Buyer's expense, to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards unless the Buyer waives such assessment or inspection by indicating such waiver on the Lead-Based Paint Disclosure form. Seller and any agent involved in the transaction are required to retain a copy of the completed Lead-Based Paint Disclosure form for a period of three (3) years following the date of the settlement.

©2009, 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.

**A SELLER WHO FAILS TO GIVE THE REQUIRED LEAD-BASED PAINT DISCLOSURE FORM AND EPA PAMPHLET MAY BE LIABLE UNDER THE ACT FOR THREE TIMES THE AMOUNT OF DAMAGES AND MAY BE SUBJECT TO BOTH CIVIL AND CRIMINAL PENALTIES.**

Seller represents and warrants to Buyer, broker(s), broker(s)' agents and subagents, intending that they rely upon such warranty and representation, that the property: (Seller to initial applicable line): 11/1/15 was constructed prior to 1978 OR \_\_\_\_\_ was not constructed prior to 1978 OR \_\_\_\_\_ the date of construction is uncertain. If the Property was constructed prior to 1978 or if the date of construction is uncertain, as indicated by Seller's initial above, Seller and Buyer mutually agree that the requirements of the Act shall apply to the sale of the Property. Seller and Buyer acknowledge that the real estate brokers and salespersons involved in the sale of the Property have no duty to ascertain or verify the date of construction and assume no such duty or responsibility. Seller and Buyer agree, represent and warrant, each unto the other, that no binding and enforceable contract shall be deemed to exist or to have been formed unless the requirements of the Act have been complied with prior to the execution of this Contract by Seller and Buyer. Seller and Buyer represent and warrant that each intended, as a material term of the offer and acceptance that the requirements of the Act be complied with as an express condition of the formation of a binding and enforceable contract by and between the parties. Buyer and Seller acknowledge by their respective initials below that they have read and understand the provisions of this Paragraph 9.

HS/15  
Seller's Initials

\_\_\_\_\_  
Buyer's Initials

**10. 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: \_\_\_\_\_

**11. SMOKE DETECTORS:** Pursuant to Montgomery County Code, the Seller is required to have working smoke detectors on all levels with bedrooms. 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.** Does this Property have either a dual-powered smoke detector or a battery-powered smoke detector?  
 Yes  No  Unknown

Certain municipalities have requirements exceeding those of Montgomery County; see municipality website for additional disclosures.

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

<p>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.</p> <p>Is the Property located in an area designated as an historic district in that plan? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No.</p> <p>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.</p> <p>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. <u>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.</u></p> <p>_____ Buyer</p>	<p>_____ Buyer</p>
--	------------------------

**13. 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).

**14. MODERATELY-PRICED DWELLING UNIT:** Is the Property part of the Moderately-Priced Dwelling Unit Program in Montgomery County?  Yes  No. In City of Rockville?  Yes  No. If yes to either question, Seller to 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.

**15. UNDERGROUND STORAGE TANK:** For information regarding Underground Storage Tanks and the procedures for their removal or abandonment, contact the Maryland Department of the Environment. [www.mde.state.md.us](http://www.mde.state.md.us)  
Does the Property contain an unused underground storage tank?

Yes  No  Unknown. If yes, explain when, where and how it was abandoned: \_\_\_\_\_

**16. TAKOMA PARK RENTAL HOUSING LAWS:** The sale of any residential rental property located within the city limits of Takoma Park **must** contain a notice concerning the city's rental laws along with copies of certain rent reports and rental licensing inspection reports. **GCAAR Form #1357** recites the applicable laws and identifies the reports that must be attached. This property is  is not  subject to the Takoma Park Rental Housing Law Notice requirements.

**17. AGRICULTURAL ZONE DISCLOSURE NOTICE:** Sellers of Montgomery County properties that are located in, adjoin or confront an area that is zoned agricultural must make certain disclosures to potential Buyers. These disclosures are contained in **GCAAR Form #1361**, 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 Zone Disclosure requirement. Additional information can be obtained at [http://www.mcmaps.org/notification/agricultural\\_lands.aspx](http://www.mcmaps.org/notification/agricultural_lands.aspx). This property is  is not  subject to the Agricultural Zone Disclosure Notice requirements.

**18. NOTICE CONCERNING CONSERVATION EASEMENTS:** If the Property is encumbered by a Conservation Easement as defined in Section 10-705 of the Real Property Article, Annotated Code of Maryland, the contract must contain a notice concerning the easement, which is contained in an attached addendum. This Paragraph does not apply to the sale of property in an action to foreclose a mortgage or deed of trust. (If the Property is encumbered by a Conservation Easement: See Conservation Easement Addendum **GCAAR Form #1359**). This property is  is not  subject to a Conservation Easement.

©2009, 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.

19. **GROUND RENT:** If the Property is subject to ground rent and the ground rent is not timely paid, the ground lease holder (i.e., the person to whom the ground rent is payable) may bring an action under Section 8-402.3 of the Real Property Article, Annotated Code of Maryland. As a result of this action, a lien may be placed upon the property. If the Property is subject to ground rent, Sections 14-116 and 14-116.1 of the Real Property Article provide the purchaser, upon obtaining ownership of the Property, with certain rights and responsibilities relative to the ground rent. (If the Property is subject to ground rent: See Property Subject to Ground Rent Addendum, GCAAR Form #1360.) This property is  is not  subject to Ground Rent.

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 4/1/07. 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. [www.gcr1.com/airport.cfm](http://www.gcr1.com/airport.cfm)

**Montgomery County**

Bethesda Naval Medical Hospital Heliport, 8901 Rockville Pike, Bethesda, MD 20889  
Davis Airport, 7200 Hawkins Creamery Road, Laytonsville, MD 20879  
Dow Jones & Company, Inc., 11501 Columbia Pike, Silver Spring, MD 20904  
Federal Support Center Heliport, 5321 Riggs Road, Gaithersburg, MD 20882  
Flying M Farms, 24701 Old Hundred Road, Comus, MD 20842  
IBM Corporation Heliport, 18100 Frederick Avenue, Gaithersburg, MD 20879  
Maryland State Police Heliport, 16501 Norwood Road, Sandy Spring, MD 20860  
Montgomery County Airpark, 7940 Airpark Road, Gaithersburg, MD 20879  
Shady Grove Adventist Hospital, 9901 Medical Center Drive, Rockville, MD 20850  
Suburban Hospital, 8600 Old Georgetown Road, Bethesda, MD 20814  
Waredaca Farm, 4015 Damascus Road, Gaithersburg, MD 20760  
Washington Adventist Hospital, 7600 Carroll Avenue, Takoma Park, MD 20912

**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**

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

**Carroll County**

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

**District of Columbia**

Children's National Medical Center, 111 Michigan Avenue, NW, 20010  
Georgetown University Hospital, 3800 Reservoir Road, NW, 20007  
Metropolitan Police, Dist. 2, 3320 Idaho Avenue, NW, 20007  
Metropolitan Police, Dist. 3, 1620 V Street, NW, 20007  
Michael R. Nash, 50 Florida Avenue, NE 20002  
National Presbyterian Church, 4101 Nebraska Avenue, NW, 20016  
Ronald Reagan Washington National Airport, Arlington County 20001  
Sibley Memorial Hospital, 5255 Loughboro Road, NW, 20016  
Steuart Office Pad, Steuart Petroleum Co., 4640 40th Street, NW, 20016  
Walter Reed Hospital, 6825 16th Street, NW, 20012  
Washington Hospital Center, 110 Irving Street, NW, 20010  
Washington Post, 1150 15th Street, NW, 20017

**Virginia**

Leesburg Executive, 1001 Sycolin Road, Leesburg, 22075  
Loudoun Hospital Center, 224 Cornwall, NW, Leesburg, 22075  
Ronald Reagan Washington National Airport, Arlington County 20001

©2009, 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.

**21. ENERGY EFFICIENCY DISCLOSURE NOTICE:** Before signing a contract for the sale of a single-family home, Sellers of Montgomery County properties must provide Buyers with:

A. 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://gcaarocks.com/news\\_ektid5454.aspx](http://gcaarocks.com/news_ektid5454.aspx)

[www.Energystar.gov/homeperformance](http://www.Energystar.gov/homeperformance)

[www.Lighterfootstep.com](http://www.Lighterfootstep.com)

[www.Goinggreenathome.org](http://www.Goinggreenathome.org)

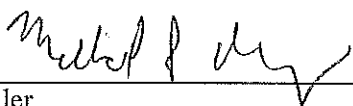
B. Copies of electric, gas and home heating oil bills OR cost and usage history for the single-family home for the immediate prior 12 months, unless the single-family home was unoccupied for the entire prior 12 months.


Has the home been owner-occupied for the immediate prior 12 months?  Yes  No. If No, the seller must provide the buyer with the required information for that part of the prior 12 months, if any, that the seller occupied the single-family home.

Sellers may use GCAAR Form #932 to disclose the utility costs and usage history.

Buyer acknowledges that they have been provided with the information as stated in A and B above. Buyer's acknowledgment \_\_\_\_\_ (initials)

**22. HEADINGS:** 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.

  
\_\_\_\_\_  
Seller  
Michael S Bagshaw  
Date  
5/1/09

  
\_\_\_\_\_  
Seller  
Brett A Bagshaw  
Date  
5/1/09

The undersigned hereby acknowledges receipt of this form prior to signing a Contract.

\_\_\_\_\_  
Buyer  
Date

\_\_\_\_\_  
Buyer  
Date

©2009, 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.



MARYLAND RESIDENTIAL PROPERTY DISCLOSURE AND DISCLAIMER STATEMENT

Property Address: 4406 Ambler Dr, Kensington, MD 20895-4005

Legal Description:

NOTICE TO SELLER AND PURCHASER

Section 10-702 of the Real Property Article, Annotated Code of Maryland, requires the owner of certain residential real property to furnish to the purchaser either (a) a RESIDENTIAL PROPERTY DISCLAIMER STATEMENT stating that the owner is selling the property "as is" and makes no representations or warranties as to the condition of the property or any improvements on the real property, except as otherwise provided in the contract of sale, or in a listing of latent defects; or (b) a RESIDENTIAL PROPERTY DISCLOSURE STATEMENT disclosing defects or other information about the condition of the real property actually known by the owner. Certain transfers of residential property are excluded from this requirement (see the exemptions listed below).

10-702. EXEMPTIONS. The following are specifically excluded from the provisions of §10-702:

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

Section 10-702 also requires the owner to disclose information about latent defects in the property that the owner has actual knowledge of. The owner must provide this information even if selling the property "as is." "Latent defects" are defined as: Material defects in real property or an improvement to real property that:

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

MARYLAND RESIDENTIAL PROPERTY DISCLOSURE STATEMENT

NOTICE TO OWNERS: Complete and sign this statement only if you elect to disclose defects, including latent defects, or other information about the condition of the property actually known by you; otherwise, sign the Residential Property Disclaimer Statement. You may wish to obtain professional advice or inspections of the property; however, you are not required to undertake or provide any independent investigation or inspection of the property in order to make the disclosure set forth below. The disclosure is based on your personal knowledge of the condition of the property at the time of the signing of this statement.

NOTICE TO PURCHASERS: The information provided is the representation of the Owners and is based upon the actual knowledge of Owners as of the date noted. Disclosure by the Owners is not a substitute for an inspection by an independent home inspection company, and you may wish to obtain such an inspection. The information contained in this statement is not a warranty by the Owners as to the condition of the property of which the Owners have no knowledge or other conditions of which the Owners have no actual knowledge.

How long have you owned the property?

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)
Garbage Disposal [X] Yes [ ] No
Dishwasher [X] Yes [ ] No
Heating [ ] Oil [X] 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

©2007 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.

**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: Asphalt Age 3 yrs  
 Comments: \_\_\_\_\_  
 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: \_\_\_\_\_  
 Will the smoke detectors provide an alarm in the event of a power outage?  Yes  No  Does Not Apply  
 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  Unknown  
 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: \_\_\_\_\_

©2007 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.

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?  Yes  No  Unknown

If yes, specify below

Comments: \_\_\_\_\_

15. If the property relies on the combustion of a fossil fuel for heat, ventilation, hot water, or clothes dryer operation, is a carbon monoxide alarm installed in the property?  Yes  No  Unknown

Comments: \_\_\_\_\_

16. Are there any zoning violations, nonconforming uses, violation of building restrictions or setback requirements or any recorded or unrecorded easement, except for utilities, on or affecting the property?  Yes  No  Unknown

If yes, specify below

Comments: \_\_\_\_\_

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 Home Owners Association or any other type of community association?  Yes  No  Unknown If yes, specify below.

Comments: \_\_\_\_\_

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

Yes  No  Unknown

Comments: \_\_\_\_\_

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

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

Owner Michael S. Bagshaw Date 5/1/09  
Michael S. Bagshaw

Owner Brett A. Bagshaw Date 5/1/09  
Brett A. Bagshaw

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

Purchaser \_\_\_\_\_ Date \_\_\_\_\_

Purchaser \_\_\_\_\_ Date \_\_\_\_\_

**MARYLAND RESIDENTIAL PROPERTY DISCLAIMER STATEMENT**

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

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

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

\_\_\_\_\_

Owner Michael S Bagshaw Date \_\_\_\_\_

Owner Brett A Bagshaw 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 \_\_\_\_\_

