

MARYLAND RESIDENTIAL PROPERTY DISCLOSURE AND DISCLAIMER STATEMENT

Property Address: 16104 Nursery Lane, Gaithersburg MD 20878
Legal Description: LOT 25, BLOCK B, WILLOW RIDGE

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? 1 yr

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

Water Supply	<input checked="" type="checkbox"/> Public	<input type="checkbox"/> Well	<input type="checkbox"/> Other _____
Sewage Disposal	<input checked="" type="checkbox"/> Public	<input type="checkbox"/> Septic System approved for <u>5</u> (# bedrooms)	<input type="checkbox"/> grinder pump system
Garbage Disposal	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	
Dishwasher	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	
Heating	<input type="checkbox"/> Oil	<input checked="" type="checkbox"/> Natural Gas	<input checked="" type="checkbox"/> Electric
Air Conditioning	<input type="checkbox"/> Oil	<input type="checkbox"/> Natural Gas	<input checked="" type="checkbox"/> Heat Pump Age _____
Hot Water	<input type="checkbox"/> Oil	<input checked="" type="checkbox"/> Natural Gas	<input type="checkbox"/> Heat Pump Age _____
		<input type="checkbox"/> Electric Capacity <u>75</u> Age _____	<input type="checkbox"/> Other <u>2 zone</u>

16

Please indicate your actual knowledge with respect to the following:

- 1. Foundation: Any settlement or other problems? Yes No Unknown
 Comments: _____
- 2. Basement: Any leaks or evidence of moisture? Yes No Unknown Does Not Apply
 Comments: _____
- 3. Roof: Any leaks or evidence of moisture? Yes No Unknown
 Type of Roof: _____ Age _____
 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 WA _____
 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? unknown
 Comments: _____
- 12. Exterior Drainage: Does water stand on the property for more than 24 hours after a heavy rain?
 Yes No Unknown
 Comments: _____
 Are gutters and downspouts in good repair? Yes No Unknown
 Comments: _____

13. Wood-destroying insects: Any infestation and/or prior damage? Yes No Unknown
 Comments: _____
 Any treatments or repairs? Yes No Unknown
 Any warranties? Yes No Unknown
 Comments: _____
14. Are there any hazardous or regulated materials (including, but not limited to, licensed landfills, asbestos, radon gas, lead-based paint, underground storage tanks, or other contamination) on the property? Yes No Unknown
 If yes, specify below _____
 Comments: _____
15. 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: _____
16. 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: _____
17. 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: Hidden Pond HOA
18. 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 [Signature] Date 5-24-07
 Owner [Signature] Date 5/24/07

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 _____

EXHIBIT "A"

10



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

Property Address: 16104 Nursery Lane, North Potomac, Md 20878

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 checked="" type="checkbox"/>	<input type="checkbox"/>		Alarm System	<input type="checkbox"/>	<input checked="" type="checkbox"/>		Freezer	<input type="checkbox"/>	<input checked="" type="checkbox"/>		Satellite Dish
<input checked="" type="checkbox"/>	<input type="checkbox"/>		Built-in Microwave	<input checked="" type="checkbox"/>	<input type="checkbox"/>		Furnace Humidifier	<input type="checkbox"/>	<input checked="" type="checkbox"/>		Storage Shed
<input checked="" type="checkbox"/>	<input type="checkbox"/>		Ceiling Fan	<input checked="" type="checkbox"/>	<input type="checkbox"/>	2	Garage Opener	<input type="checkbox"/>	<input checked="" type="checkbox"/>		Stove or Range
<input type="checkbox"/>	<input checked="" type="checkbox"/>		Central Vacuum	<input checked="" type="checkbox"/>	<input type="checkbox"/>	2	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"/>	2	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 checked="" type="checkbox"/>	<input type="checkbox"/>		Window Treatments
<input type="checkbox"/>	<input checked="" 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 checked="" 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: [Signature] Date: 5/24/07

Seller: [Signature] Date: 5/24/07

PART II. Inclusions/Exclusions Addendum

The Contract of Sale dated _____ between Seller _____ 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: [Signature] Date: 5/24/07
Seller: [Signature] Date: 5/24/07

Buyer _____ Date _____
Buyer _____ Date _____

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GCAAR #911 - Inclusions/Exclusions - MC & DC



11



COMMISSION, FEE SHARING AND BONUS DISCLOSURE

Real Property located at 16104 NURSERY LANE

N. POTOMAC, MD 20878

Sales Associate Gordon King

1. Commissions to Long & Foster are paid as negotiated in listing agreements, buyer representation agreements, other written agreements or through MLS.

2. Seller(s) and/or Buyer(s) acknowledge that they have been informed that Long & Foster has a Company policy that provides for the payment of a monetary bonus in addition to the Company commission schedule to Long & Foster sales associates for the sale of property listed with Long & Foster.

3. Fee-Sharing arrangements with other agents:

Company Sales Associate

Company Sales Associate

4. Seller-paid Bonuses. The Seller has agreed to pay a bonus to the selling company to be disbursed according to company policy. CHECK NA ONLY IF THERE IS A SELLER PAID BONUS

Date: _____

Buyer(s)
[Signature]

Date: _____
Seller(s)
[Signature]



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 5-24-07 to the Contract of Sale dated _____ between Buyer _____ and Seller R. MICHAEL + TRACI SMULLEN for Property known as 10104 NURSERY LANE

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; Plumbing, electrical, heating, and air conditioning systems;
 - (iv) Infestation of wood-destroying insects;
 - (v) Land use matters;
 - (vi) 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; and
 - (ix) Whether the smoke detectors will provide an alarm in the event of a power outage.

Latent defects under Section 10-702 mean 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.

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

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

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

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

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

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

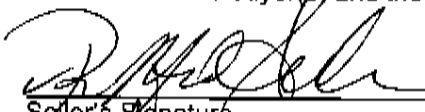
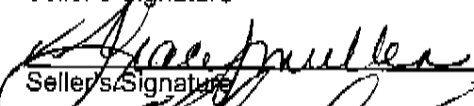
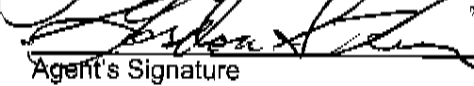
- (i) Closing or occupancy by you, whichever occurs first, in the event of a sale; or
- (ii) Occupancy, in the event of a lease with option to purchase.

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

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

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

_____ Buyer's Signature	_____ Date
_____ Buyer's Signature	_____ Date
_____ Agent's Signature	_____ Date

 _____ Seller's Signature	5/24/07 _____ Date
 _____ Seller's Signature	5/24/07 _____ Date
 _____ Agent's Signature	5-24-07 _____ Date





Greater Capital Area Association of REALTORS[®], Inc.



MARYLAND LEAD PAINT DISCLOSURE AND NOTICE STATEMENT
(Use with contracts for the sale of property constructed prior to 1979)

RE: 16104 NURSERY LANE
Property Address

DISCLOSURE

1. Seller represents that the above described Property may contain lead paint such that said Property may be subject to the Maryland Lead Poisoning Prevention Program Act contained in the Maryland Code, Environment Article, Sections - 6-801 et seq. (1996 Repl. Vol) (the "Maryland Lead Act").
2. If Seller has had the subject property inspected pursuant to the Maryland Lead Act, and such inspection revealed conditions which require remedial actions, (i.e., risk reduction obligations), Seller represents as follows:

Seller to check applicable statement(s):

- a) Seller has the following outstanding risk reduction obligations:

NONE

- b) Seller will complete the outstanding risk reduction obligations prior to settlement.
- c) Seller will not complete the outstanding risk reduction obligations prior to settlement.

In the event that none of the foregoing boxes have been checked, this shall constitute Seller's representation that either (1) the subject property has not been inspected pursuant to the Maryland Lead Act, or (2) if the subject property has been inspected pursuant to the Maryland Lead Act, either inspection did not result in the imposition of any risk reduction obligations or all risk reduction obligations have been completed.

All outstanding obligations not completed by Seller will become Buyer's responsibility after settlement if the property remains rental property or is converted to rental property.

NOTICE

1. In the event that Buyer intends to occupy the Property, but converts the Property to rental use in the future, Buyer is advised that Buyer must register the property with the Maryland Department of the Environment within 30 days following conversion of the Property to rental Property and will therefore be subject to all requirements of the Maryland Lead Act at the time of such conversion.

IMPORTANT - READ NEXT PAGE

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19



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2. In the event the Property is currently rented and will continue to be rented, Buyer is advised that Buyer must register the Property with the Maryland Department of the Environment within 30 days of settlement and will be subject to all requirements of the Maryland Lead Act at the time of settlement.

R. King Long Foster 5/24/07
Seller Date

Jaepmiller 5/24/07
Seller Date

By signing below, Buyer acknowledges receipt of the within Disclosure and Notice Statement prior to ratification of a Contract for the purchase of the subject property.

Buyer Date

Buyer Date



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 16104 NURSERY LN,
City N. POTOMAC, State MD, Zip 20878 between
Seller R. MICHAEL SMULLEN, TACY SMULLEN 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 for 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.

1. Special Protection Areas (SPA)

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 Montgomery County Department of Park and Planning.

Buyer

Buyer

2. Recorded Subdivision Plat: 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. 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: _____

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3. Availability of Water and Sewer Service

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) public. 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
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4. 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.

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.

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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): _____ was constructed prior to 1978 OR MSJS 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 4.

MSJS
Seller's Initials

Buyer's Initials

5. 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: _____

6. Smoke Detectors: Pursuant to Montgomery County Code, the Seller is required to have working smoke detectors on all levels with bedrooms. Certain municipalities may have codes exceeding County requirements. 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

7. Historic Preservation

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

Buyer

Buyer

8. Front Foot Benefit Charges: Are there currently front foot benefit charges to WSSC? Yes No. If yes, the annual assessment is \$ 1,200.

9. Private Utility Company Assessment: Are there any annual or semi-annual assessments paid to private companies that provided utility installation? Yes No. If yes, the Buyer agrees to assume the future obligations and pay future annual assessments in the amount of \$ 1,200. for remaining years to _____ (name of company).

10. Development Districts: Is the Property located in a Development District with a special assessment? Yes No. If yes, each year the Buyer of this property must pay a special assessment or special tax. The current assessment or tax is \$ _____. Are there scheduled increases? Yes No. If yes, assessment or tax will be increased to \$ _____ on _____ (date). If an increase in any special assessment, special tax, fee, or charge is likely to occur in the

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23

foreseeable future, but the timing or amount of the increase is not certain when the contract is signed, this notice must also expressly disclose that fact.

11. **Special Service Area Tax Districts:** Is the Property located in a special service area tax district for which there are special assessments or taxes, such as, but not limited to, Noise Abatement Tax District, Parking Lot Districts, Urban Districts, Development Districts, the Metropolitan District, the Recreation District, or the Storm Drainage District? Yes No. If yes, circle the appropriate one. Annual assessment is \$ 2,667.89 and is or is not included in the Property's tax bill.

12. **Special Tax Districts:** Is the Property located in the special taxing district of Village of Drummond, Oakmont, Village of Friendship Heights, Battery Park? Yes No. Annual assessment is \$ _____ and is or is not included in the Property's tax bill.

13. **Transportation Related Facilities Assessment:** Does Seller have deferred charges attributable to transportation-related facilities for which the Buyer assumes liability? Yes No. If yes, the current deferred taxes are \$ _____ and are or are not included in Property's tax bill.

14. **Ownership and Assessments:** Homeowners Association with mandatory fees (HOA) Condominium Cooperative. Name of Project/Subdivision: HIDDEN PONDS HOA
Management Company: CHAMBERLAIN Telephone: _____
Assessments/special tax \$ 110. per MTM Special Assessments: \$ _____. Are there any assessments approved yet not assessed? Yes No. If yes, amount \$ _____ and explain reason for assessment:

15. **Assessments:** Are there any assessments or special taxes, other than those specifically addressed in this Addendum, which will become an obligation of the Buyer? Yes No. If yes, annual assessment is \$ _____ and is or is not included in Property's tax bill.

16. **Municipalities:** Is the Property located within one of the following municipalities? Yes No. If yes, circle the appropriate one: Barnesville, Town of Brookeville, Town of Chevy Chase, Chevy Chase View, Chevy Chase Village, Chevy Chase Village Section 3, Chevy Chase Village Section 5, City of Gaithersburg, Garrett Park, Town of Glen Echo, Town of Kensington, Laytonsville, Village of Martin's Addition, Village of North Chevy Chase, Poolesville, City of Rockville, Town of Somerset, Takoma Park or Washington Grove. For a list of municipalities, their telephone numbers and web sites, go to the websites for Montgomery County and GCAAR (see Resources).

17. **Maryland Forest Conservation Act (MFCA):** If the Property is a tract of land 40,000 square feet or more in size, Buyer is notified that tree clearing on the Property may be restricted by forest conservation law requirements. As a prerequisite to any subdivision plan, and before any permits are issued for grading and sediment control associated with construction, the Buyer will be required to comply with the requirements of the applicable county forest conservation law. In the absence of a county law, the Maryland State Forest Conservation Act applies. Unless otherwise expressly set forth in an Addendum to the Contract, Seller represents and warrants that Property is or is not currently subject to a Forest Conservation Plan, Management Agreement, or any other pending obligation binding the owner of the Property under forest conservation law requirements. Further, Seller represents and warrants that no activities have been undertaken on the Property in violation of the applicable law.

18. **Forest Conservation Easement:** Does the Property include land dedicated to a conservation easement as part of a Forest Conservation Plan, Tree Save Plan, or other plan for natural area protection? Yes No. If yes, attach house location survey (if available).

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24

19. 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 _____.

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

Yes No. If yes, explain: HOMESTEAD CAP. SEE TAX BILL EXHIBIT "B"

20. 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.

21. Underground Storage Tank: Does the Property contain an unused underground storage tank?

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

22. 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 10/03/02. 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.

Montgomery County

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

Prince George's County

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

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District of Columbia

- 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
- National Presbyterian Church, 4101 Nebraska Avenue, NW, 20016
- Steuart Office Pad, Steuart Petroleum Co., 4640 40th Street, NW, 20016
- Walter Reed Hospital, 6825 16th Street, NW, 20012
- Washington Post, 1150 15th Street, NW, 20017
- Washington Hospital Center, 110 Irving Street, NW, 20010
- Children's National Medical Center, 111 Michigan Avenue, NW, 20010

Virginia

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

23. **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.

[Signature] _____ 5/24/07
 Seller Date

[Signature] _____ 5/24/07
 Seller Date

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

 Buyer Date

 Buyer Date

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EXHIBIT "B"



REAL PROPERTY CONSOLIDATED TAX BILL
LEVY YEAR 2006
ANNUAL BILL
TAX PERIOD 07/01/2006-06/30/2007

ACCOUNT NUMBER	BILL NO.	PROPERTY ADDRESS	MORTGAGE	OCCUPANCY
03411375	26304658	16104 NURSERY LN	COUNTRYWIDE HOME LOANS	PRINCIPAL RESIDENCE

PROPERTY DESCRIPTION	SMULLEN, R MICHAEL & TRACI J
WILLOW RIDGE	16104 NURSERY LN GAITHERSBURG, MD 20878-2211

LOT	BLOCK	DISTRICT	SUB	CLASS	REFUSE AREA	REFUSE UNIT	TAX DESCRIPTION	ASSESSMENT RATE	TAX/CHARGE
25	B	06	032	R053	R17	1	STATE PROPERTY TAX	913,660	.112* 1,023.30
							COUNTY PROPERTY TAX	913,660	.624* 5,701.24
							SPECIAL AREA PROPERTY TAX	913,660	.292* 2,667.89
							SOLID WASTE CHARGE		194.38 194.38
							WATER QUAL PROTECT CHG (RSFD)		25.23
							TOTAL		9,612.04
							CREDIT DESCRIPTION	ASSESSMENT RATE	AMOUNT
							COUNTY PROPERTY TAX CREDIT		-221.00
							TOTAL CREDITS		-221.00
							PRIOR PAYMENTS ****		9391.04
							INTEREST		
							TOTAL AMOUNT		0
							Amount Due by 5/31/2007		0

Semi-Annual Installments Information	Tax	Due Date
Sept 30 Installment	4,695.56	09/30/2006
Dec 31 Installment	4,695.48	12/31/2006