

MARYLAND RESIDENTIAL PROPERTY DISCLOSURE AND DISCLAIMER STATEMENT

Property Address: 13617 ESWORTHY RD Dorrestown, MD 20874

Legal Description: lot 4, Haywire Farm

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? 1973

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

Water Supply	<input type="radio"/> Public	<input checked="" type="checkbox"/> Well	<input type="radio"/> Other _____
Sewage Disposal	<input type="radio"/> Public	<input checked="" type="checkbox"/> Septic System approved for _____ (# bedrooms)	
Garbage Disposal	<input checked="" type="checkbox"/> Yes	<input type="radio"/> No	
Dishwasher	<input checked="" type="checkbox"/> Yes	<input type="radio"/> No	
Heating	<input checked="" type="checkbox"/> Oil	<input type="radio"/> Natural Gas	<input checked="" type="checkbox"/> Electric <input type="radio"/> Heat Pump Age _____ <input type="radio"/> Other _____
Air Conditioning	<input checked="" type="checkbox"/> Oil	<input type="radio"/> Natural Gas	<input checked="" type="checkbox"/> Electric <input type="radio"/> Heat Pump Age _____ <input type="radio"/> Other _____
Hot Water	<input checked="" type="checkbox"/> Oil	<input type="radio"/> Natural Gas	<input checked="" type="checkbox"/> Electric Capacity _____ Age <u>3 yrs.</u> <input type="radio"/> Other _____

Please indicate your actual knowledge with respect to the following:

1. Foundation: Any settlement or other problems? Yes No Unknown
 Comments: _____
2. Basement: Any leaks or evidence of moisture? Yes No Unknown Does Not Apply
 Comments: _____
3. Roof: Any leaks or evidence of moisture? Yes No Unknown
 Type of Roof: Asphalt Age 8 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: New Heat Pump (Sept 2005)
 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 3/04
 Unknown
 Comments: _____
10. Water Supply: Any problem with water supply? Yes No Unknown
 Comments: _____
 Home water treatment system: Yes No Unknown
 Comments: _____
 Fire sprinkler system: Yes No Unknown Does Not Apply
 Comments: _____
 Are the systems in operating condition? Yes No Unknown
 Comments: _____
11. Insulation:
 In exterior walls? Yes No Unknown
 In ceiling/attic? Yes No Unknown
 In any other areas? Yes No Where?
 Comments: _____
12. Exterior Drainage: Does water stand on the property for more than 24 hours after a heavy rain?
 Yes No Unknown
 Comments: _____
 Are gutters and downspouts in good repair? Yes No Unknown
 Comments: All checked, cleaned and serviced 8/04

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: _____

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 McJW Date 1/10/2006

Owner _____ Date _____

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

Purchaser _____ Date _____

Purchaser _____ Date _____



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 1-10-06, Address 13617 ESWORTHY RD,
City DARNESTOWN, State MD Zip 20874 between
Seller MARC WISE + LAUREL WISE 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) _____. 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 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.

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: NA

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 \$ NA

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 \$ NA 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 \$ NA. Are there scheduled increases? Yes No. If yes, assessment or tax will be increased to \$ on NA (date). If an increase in any special assessment, special tax, fee, or charge is likely to occur in the



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 \$ _____ 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 \$ 1,888.20 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 \$ NA 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: _____ Management Company: NA Telephone: _____ Assessments/special tax \$ _____ per _____. 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 \$ NA 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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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 NA.

C. **Other Tax Benefit Programs:** Does the Seller have reduced property taxes from any government program.
 Yes No. If yes, explain: SEE TAX BILL - EXHIBIT "A"

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: NA. 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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Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards SALES

For the sale of Property at: 13617 ESWORTHY ROAD
Property Address

I. SELLER REPRESENTS AND WARRANTS TO LONG & FOSTER, INTENDING THAT SUCH BE RELIED UPON REGARDING THE ABOVE PROPERTY, THAT (each Seller initial ONE of the following and state Year Constructed):

- Property (all portions) was constructed **after January 1, 1978**. (If initialed, complete section V only.) Year Constructed: 1973
- Property (any portion) was constructed **before January 1, 1978**. (If initialed, complete all sections.)
- Seller is unable to represent and warrant the age of the property. (If initialed, complete all sections.)

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

Lead Warning Statement

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

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

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

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

(ii) Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

b. Records and reports available to the Seller (initial and complete (i) or (ii) below):

(i) Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

(ii) Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

III. Purchaser's Acknowledgment (each Purchaser initial and complete items c, d, e and f below)

c. Purchaser has read the Lead Warning Statement above.

d. Purchaser has received copies of all information listed above. (If none listed, check here.)

e. Purchaser has received the pamphlet *Protect Your Family from Lead in Your Home*.

f. Purchaser has (each Purchaser initial (i) or (ii) below):

(i) Received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

(ii) Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

IV. Agent's Acknowledgment (initial item 'g' below)

g. Agent has informed the Seller of the Seller's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

V. Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

Seller: [Signature] Date: 1/10/2006 Purchaser: _____ Date: _____

Seller: [Signature] Date: _____ Purchaser: _____ Date: _____

Agent: [Signature] Date: 1-10-06 Agent: _____ 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: 13617 ESWORTHY RD
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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EXHIBIT "B"



Greater Capital Area Association of REALTORS®, Inc. INCLUSIONS/EXCLUSIONS DISCLOSURE AND ATTACHMENT TO LISTING AGREEMENT

ADDRESS 13617 ESWORTHY RD.

FOR USE WITH REGIONAL CONTRACT

PERSONAL PROPERTY, FIXTURES, AND UTILITIES: Unless otherwise negotiated in a contract of sale, the purchase price shall include the following personal property and fixtures: A. Any existing built-in heating and central air conditioning equipment, plumbing and lighting fixtures, sump pump, attic fans, storm windows, storm doors, screens, installed wall-to-wall carpeting, window shades, blinds, smoke and heat detectors, tv antennas, exterior trees and shrubs and B. The items marked YES below as currently installed or offered.

- | | | | |
|---|---|--|---|
| Included
Yes No | Included
Yes No | Included
Yes No | Included
Yes No |
| <input type="checkbox"/> Stove or Range | <input checked="" type="checkbox"/> <input type="checkbox"/> Disposer | <input type="checkbox"/> <input checked="" type="checkbox"/> Ceiling Fan(s) # | <input checked="" type="checkbox"/> <input type="checkbox"/> Alarm System <input type="checkbox"/> Leased |
| <input checked="" type="checkbox"/> <input type="checkbox"/> Cooktop | <input type="checkbox"/> <input type="checkbox"/> Freezer | <input checked="" type="checkbox"/> <input type="checkbox"/> Washer "A1S1S" | <input checked="" type="checkbox"/> <input type="checkbox"/> Intercom "A1S1S" |
| <input checked="" type="checkbox"/> <input type="checkbox"/> Wall Oven(s) # | <input type="checkbox"/> <input type="checkbox"/> Window Fan(s) # | <input checked="" type="checkbox"/> <input type="checkbox"/> Dryer | <input checked="" type="checkbox"/> <input type="checkbox"/> Storage Shed(s) # |
| <input checked="" type="checkbox"/> <input type="checkbox"/> Refrigerator(s) # <u>2</u> | <input type="checkbox"/> <input type="checkbox"/> Window A/C Unit(s) # | <input type="checkbox"/> <input type="checkbox"/> Furnace Humidifier | <input checked="" type="checkbox"/> <input type="checkbox"/> Garage Opener(s) # <u>2</u> |
| <input checked="" type="checkbox"/> <input type="checkbox"/> w/ice maker | <input checked="" type="checkbox"/> <input type="checkbox"/> Pool, Equip. & Cover | <input checked="" type="checkbox"/> <input type="checkbox"/> Electronic Air Filter "A1S1S" | <input type="checkbox"/> <input type="checkbox"/> w/remote(s) # <u>2</u> |
| <input checked="" type="checkbox"/> <input type="checkbox"/> Dishwasher | <input type="checkbox"/> <input type="checkbox"/> Hot Tub, Equip. & Cover | <input type="checkbox"/> <input type="checkbox"/> Central Vacuum | <input type="checkbox"/> <input checked="" type="checkbox"/> Playground Equipment |
| <input checked="" type="checkbox"/> <input type="checkbox"/> Built-in Microwave | <input type="checkbox"/> <input type="checkbox"/> Satellite Dish & Equip. | <input checked="" type="checkbox"/> <input type="checkbox"/> Water Treatment System | <input type="checkbox"/> <input checked="" type="checkbox"/> Wood Stove |
| <input type="checkbox"/> <input checked="" type="checkbox"/> Trash Compactor | <input checked="" type="checkbox"/> <input type="checkbox"/> Window Treatments | <input checked="" type="checkbox"/> <input type="checkbox"/> Exhaust Fan(s) | <input checked="" type="checkbox"/> <input type="checkbox"/> Fireplace Screen/Door |

ADDITIONAL INCLUSIONS (SPECIFY): POLARIS ROBOTIC CLEANER FOR POOL, WINE COOLER

ADDITIONAL EXCLUSIONS (SPECIFY): _____

FOR USE WITH MAR CONTRACT

INCLUSIONS/EXCLUSION: Unless otherwise negotiated in a contract of sale, the purchase price shall include all permanently attached fixtures, including all smoke detectors. Certain other now existing items which may be considered personal property, whether installed or stored upon the property, are included or excluded, as follows (if neither column is checked, it shall be considered excluded):

- | | | | |
|---|--|--|---|
| Included
Yes | Included
Yes | Included
Yes | Included
Yes |
| <input type="checkbox"/> Stove or Range | <input type="checkbox"/> Dishwasher | <input type="checkbox"/> Ceiling Fan(s) # | <input type="checkbox"/> Alarm System <input type="checkbox"/> Leased |
| <input type="checkbox"/> Cooktop | <input type="checkbox"/> Freezer | <input type="checkbox"/> Clothes Washer | <input type="checkbox"/> Intercom |
| <input type="checkbox"/> Wall Oven(s) # | <input type="checkbox"/> Window Fan(s) # | <input type="checkbox"/> Clothes Dryer | <input type="checkbox"/> Storage Shed(s) # |
| <input type="checkbox"/> Refrigerator(s) # | <input type="checkbox"/> Fireplace Screen/Door | <input type="checkbox"/> Furnace Humidifier | <input type="checkbox"/> Garage Opener(s) # |
| <input type="checkbox"/> w/ice maker | <input type="checkbox"/> Pool, Equip. & Cover | <input type="checkbox"/> Electronic Air Filter | <input type="checkbox"/> w/remote(s) # |
| <input type="checkbox"/> Built-in Microwave | <input type="checkbox"/> Hot Tub, Equip. & Cover | <input type="checkbox"/> Water Filter | <input type="checkbox"/> Playground Equipment |
| <input type="checkbox"/> Trash Compactor | <input type="checkbox"/> Screens | <input type="checkbox"/> Water Softener | <input type="checkbox"/> Wood Stove |
| <input type="checkbox"/> Exist. W/W Carpet | <input type="checkbox"/> Storm Windows | <input type="checkbox"/> Drapery/Curtains | <input type="checkbox"/> T.V. Antenna |
| <input type="checkbox"/> Garbage Disposer | <input type="checkbox"/> Storm Doors | <input type="checkbox"/> Drapery Curtain Rods | <input type="checkbox"/> Satellite Dish |
| <input type="checkbox"/> Exhaust Fan(s) | <input type="checkbox"/> Window A/C Unit(s) # | <input type="checkbox"/> Shades/Blinds | <input type="checkbox"/> Central Vacuum |

ADDITIONAL INCLUSIONS (SPECIFY): _____

ADDITIONAL EXCLUSIONS (SPECIFY): _____

WATER, SEWAGE, HEATING AND CENTRAL AIR CONDITIONING: (Check all that apply)

- Water Supply: Public Well _____ Hot Water: Oil Gas Elec. Other _____
 Sewage Disposal: Public Septic #BR _____ Air Conditioning: Oil Gas Elec. Heat Pump Other _____
 Heating: Oil Gas Elec. Heat Pump Other _____

I/We, the Seller(s) of the above referenced property, have completed these checklists disclosing what conveys with the property and give permission to make this information available to prospective buyers.

[Signature] _____ 1/10/2006 _____
 Seller Date Seller Date



*MC TAX
BILL*



REAL PROPERTY CONSOLIDATED TAX BILL

LEVY YEAR 2005

ANNUAL BILL

TAX PERIOD 07/01/2005-06/30/2006

ACCOUNT NUMBER	BILL NO.	PROPERTY ADDRESS	MORTGAGE	OCCUPANCY
00404054	25036016	13617 ESWORTHY RD	UNKNOWN	PRINCIPAL RESIDENCE
PROPERTY DESCRIPTION		WISE. MARC		
HAYWIRE FARM		13617 ESWORTHY RD DARNESTOWN, MD 20874-3316		

LOT	4
BLOCK	
DISTRICT	06
SUB	001
CLASS	R053
REFUSE AREA	R17
REFUSE UNIT	1

TAX DESCRIPTION	ASSESSMENT RATE	TAX/CHARGE
COUNTY PROPERTY TAX	655.630 .679*	4,451.73
STATE PROPERTY TAX	655.630 .132*	865.43
WATER QUAL PROTECT CHG (RSFD)		19.35
SPECIAL AREA PROPERTY TAX	.288*	1,888.21
SOLID WASTE CHARGE	195.58	195.58
TOTAL		7,420.30
CREDIT DESCRIPTION	ASSESSMENT RATE	AMOUNT
COUNTY PROPERTY TAX CREDIT		-116.00
TOTAL CREDITS		-116.00
PRIOR PAYMENTS ****		7304.3
INTEREST		
TOTAL AMOUNT		0
Amount Due by 1/31/2006		0

Semi-Annual Installments Information	Tax	Due Date
Sept 30 Installment	3,652.18	09/30/2005
Dec 31 Installment	3,652.12	12/31/2005