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Property Disclosures

5717 Bradley Blvd.
Bethesda, MD 20814

The attached information is deemed generally reliable, but not guaranteed. Prospective Buyers are encouraged to verify the information contained in the attached Seller Disclosures, and to conduct their own independent evaluations of the property's condition, etc.

For more information, please contact:

Mary J. Murphy, Listing Agent
301.717.8372
mjmurphy@alliedrealtycorp.com



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Inclusions/Exclusions Disclosure and/or Addendum

Required for use with GCAAR Listing Agreement & Sales Contract

PROPERTY ADDRESS: 5717 Bradley Blvd, Bethesda, MD 20814-1033

PERSONAL PROPERTY AND FIXTURES: The Property includes the following personal property and fixtures, if existing: built-in heating and central air conditioning equipment, plumbing and lighting fixtures, sump pump, attic and exhaust fans, storm windows, storm doors, screens, installed wall-to-wall carpeting, shutters, window shades, blinds, window treatment hardware, mounting brackets for electronics components, smoke and heat detectors, TV antennas, exterior trees and shrubs. Unless otherwise agreed to herein, all surface or wall mounted electronic components/devices **DO NOT CONVEY**. The items checked below convey. If more than one of an item conveys, the number of items shall be noted in the blank.

KITCHEN APPLIANCES

- ☒ 1 Stove/Range
- ☐ Cooktop
- ☒ Wall Oven
- ☒ 1 Microwave
- ☒ 1 Refrigerator
- ☒ 1 w/ Ice Maker
- ☒ 1 Wine Refrigerator
- ☒ 1 Dishwasher
- ☒ 1 Disposer
- ☐ Separate Ice Maker
- ☐ Separate Freezer
- ☐ Trash Compactor

LAUNDRY

- ☐ Washer
- ☐ Dryer

ELECTRONICS

- ☒ 1 Alarm System
- ☐ Intercom
- ☐ Satellite Dishes

LIVING AREAS

- ☒ 3 Fireplace Screen/Door
- ☒ 2 Gas Log
- ☐ Ceiling Fans
- ☐ Window Fans
- ☐ Water Treatments

WATER/HVAC

- ☐ Water Softener/Conditioner
- ☐ Electronic Air Filter
- ☒ 1 Furnace Humidifier
- ☐ Window A/C Units

RECREATION

- ☐ Hot Tub/Spa, Equipment & Cover
- ☐ Pool Equipment & Cover
- ☐ Sauna
- ☐ Playground Equipment

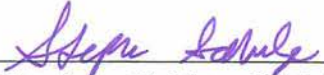
OTHER

- ☐ Storage Shed
- ☒ 2 Garage Door Opener
- ☒ 2 Garage Door Remote/Fob
- ☐ Back-up Generator
- ☒ 1 Radon Remediation System
- ☐ Solar Panels
- ☐
- ☐

EXCLUSIONS:

LEASED ITEMS, LEASED SYSTEMS & SERVICE CONTRACTS: Leased items/systems or service contracts, including but not limited to: solar panels & systems, appliances, fuel tanks, water treatment systems, lawn contracts, pest control contracts, security system and/or monitoring, and satellite contracts **DO NOT CONVEY** unless disclosed here:

CERTIFICATION: Seller certifies that Seller has completed this checklist disclosing what conveys with the Property.


Seller Spring Valley Builders LLC Date 9/12/17
Stephen Schultz, managing member

Seller _____ Date _____

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

The Contract of Sale dated _____ between Seller Spring Valley Builders LLC and Buyer _____ for the Property referenced above is hereby amended by the incorporation of this Addendum.

Seller (sign only after Buyer) _____ Date _____
Spring Valley Builders LLC

Buyer _____ Date _____

Seller (sign only after Buyer) _____ Date _____

Buyer _____ Date _____



MARYLAND RESIDENTIAL PROPERTY DISCLOSURE AND DISCLAIMER STATEMENT

Property Address: 5717 Bradley Blvd, Bethesda, MD 20814-1033

Legal Description: English Village Lot 2 Block 10

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.

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How long have you owned the property? Nov 2016

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

Water Supply ☒ Public ☐ Well ☐ Other _____
Sewage Disposal ☒ Public ☐ Septic System approved for _____ (# bedrooms) Other Type _____
Garbage Disposal ☒ Yes ☐ No
Dishwasher ☒ Yes ☐ No
Heating ☐ Oil ☒ Natural Gas ☐ Electric ☐ Heat Pump Age _____ ☐ Other _____
Air Conditioning ☐ Oil ☐ Natural Gas ☒ Electric ☐ Heat Pump Age _____ ☐ Other _____
Hot Water ☐ Oil ☒ Natural Gas ☐ Electric Capacity _____ Age _____ ☐ 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: architectural Age 0
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: _____

8A. Will the smoke alarms provide an alarm in the event of a power outage? ☒ Yes ☐ No
Are the smoke alarms over 10 years old? ☐ Yes ☒ No
If the smoke alarms are battery operated, are they sealed, tamper resistant units incorporating a silence/hush button, which use long-life batteries as required in all Maryland Homes by 2018? ☒ Yes ☐ No
Comments: _____

9. Septic Systems: Is the septic system functioning properly? ☐ Yes ☐ No ☐ Unknown ☒ Does Not Apply
When was the system last pumped? Date _____
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?

garage

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. 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:

H₂O gas furnace, gas range - Carbon monoxide alarm wired to w/ Battery Backups

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:

16A. If you or a contractor have made improvements to the property, were the required permits pulled from the county or local permitting office?

☒ Yes

☐ No

☐ Does Not Apply

☐ Unknown

Comments:

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 Stephen Schuitco Date 9/12/17
Spring Valley Builders LLC Stephen Schuitco, managing member

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 _____

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 _____ Date _____

Owner _____ 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 _____



Regulations, Easements and Assessments (REA) Disclosure and Addendum

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

The Contract of Sale dated _____, Address 5717 Bradley Blvd,
City Bethesda, State MD Zip 20814-1033 between
Seller Spring Valley Builders LLC 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 and Buyer: This Disclosure/Addendum to be completed by the Seller shall be available to prospective buyers prior to making a purchase offer and will become a part of the sales contract for the sale of the Property. The information contained herein is the representation of the Seller. The content in this form is not all-inclusive, and the Paragraph headings of this Agreement are for convenience and reference only, and in no way define or limit the intent, rights or obligations of the parties. Please be advised that web site addresses, personnel and telephone numbers do change and GCAAR cannot confirm the accuracy of the information contained in this form. When in doubt regarding the provisions or applicability of a regulation, easement or assessment, information should be verified with the appropriate government agency. Further information may be obtained by contacting staff and web sites of appropriate authorities:

- **Montgomery County Government**, 101 Monroe Street, Rockville, MD, 20850. Main Telephone Number: 311 or 240-777-0311 (TTY 240-251-4850). Web site: www.MC311.com
- **Maryland-National Capital Area Park and Planning Commission (M-NCPPC)**, 8787 Georgia Avenue, Silver Spring, MD, 20910. Main number: 301-495-4600. Web site: www.mc-mncppc.org
- **City of Rockville**, City Hall, 111 Maryland Ave, Rockville, MD 20850. Main telephone number: 240-314-5000. Web site: www.rockvillemd.gov

1. **DISCLOSURE/DISCLAIMER STATEMENT:** A property owner may be exempt from Maryland Residential Property Disclosure Act as defined in the Maryland Residential Property Disclosure and Disclaimer Statement. Is Seller exempt from the Maryland Residential Property Disclosure Act? ☐ Yes ☒ No . If no, see attached Maryland Residential Disclosure and Disclaimer Statement. If yes, reason for exemption: _____ .
2. **SMOKE DETECTORS:** Pursuant to Montgomery County Code, the Seller is required to have working smoke alarms. Requirements for the location of the alarms vary according to the year the Property was constructed. For a matrix of the requirements see: www.montgomerycountymd.gov/mcfrs-info/resources/files/laws/smokealarmmatrix_2013.pdf . In addition, Maryland law requires the following disclosure: This residential dwelling unit contains alternating current (AC) electric service. In the event of a power outage, an alternating current (AC) powered smoke detector will NOT provide an alarm. Therefore, the Buyer should obtain a dual-powered smoke detector or a battery-powered smoke detector. **Maryland law requires by 2018 the replacement of all BATTERY-ONLY operated smoke alarms with tamper resistant units incorporating a silence/hush button and long-life batteries.**
3. **MODERATELY-PRICED DWELLING UNIT:** Is the Property part of the Moderately-Priced Dwelling Unit Program in Montgomery County or the City of Rockville? ☐ Yes ☒ No. If yes, Seller shall indicate month and year of initial offering: _____. If initial offering is after March 20, 1989, the prospective Buyer and Seller should contact the appropriate jurisdictional agency to ascertain the legal buying and selling restrictions on the Property.

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4. **RADON DISCLOSURE:** Effective October 1, 2016, a radon test must be performed on or before Settlement of a "Single Family Home" in accordance with Montgomery County Code Section 40-13C (see <http://www.montgomerycountymd.gov/dep/air/radon.html> for details) A **Single Family Home means a single-family detached or attached residential building. Single Family home does not include a residential unit that is part of a condominium regime or a cooperative housing corporation.** The Seller of a Single Family Home (*unless otherwise exempt below*) is required to provide the Buyer, on or before Settlement Date, a copy of radon test results performed less than one year before Settlement Date, or to permit the Buyer to perform a radon test, but regardless, a radon test **MUST** be performed.

Is Seller exempt from the Radon Test disclosure? ☐ Yes ☒ No. If yes, reason for exemption: _____.

Exemptions:

- Property is NOT a "Single Family Home"
- Transfer is an intra family transfer under MD Tax Property Code Section 13-207
- Sale is by a lender or an affiliate or subsidiary of a lender that acquired the home by foreclosure or deed in lieu of foreclosure
- Sale is a sheriff's sale, tax sale or sale by foreclosure, partition or by a court appointed trustee
- A transfer by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship or trust.
- A transfer of a home to be converted by the buyer into a use other than residential or to be demolished

If not exempt above, a copy of the radon test result is attached ☐ Yes ☒ No. If no, Seller will provide the results of a radon test in accordance with Montgomery County Code Section 40-13C unless the Contract includes a radon contingency. **If Buyer elects not to or fails to perform a radon test, the Seller is mandated to perform the test and provide the results to the Buyer on or before Settlement Date.**

NOTE: In order to request Seller to remediate, a radon contingency must be included as part of the Contract.

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

- 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, or visit <http://permittingservices.montgomerycountymd.gov/DPS/general/Home.aspx>. For well and/or septic field locations, visit <http://permittingservices.montgomerycountymd.gov/DPS/online/eInformationRequest.aspx>, or for homes built before 1978, request an "as built" drawing in person using DPS's "Septic System Location Application" form. Homes built prior to 1960 may be filed on microfiche, and, if outside a subdivision, the name of the original owner may be required. An original owner's name can be found among the Land Records at the County Courthouse. Allow two weeks for the "as built" drawing.
- Categories:** To confirm service area category, contact the Montgomery County Department of Environmental Protection ("DEP") Watershed Management Division or visit waterworks@montgomerycountymd.gov.

<p>A. Water: Is the Property connected to public water? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If no, has it been approved for connection to public water? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Do not know If not connected, the source of potable water, if any, for the Property is: _____</p> <p>B. Sewer: Is the Property connected to public sewer system? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If no, answer the following questions: 1. Has it been approved for connection to public sewer? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Do not know 2. Has an individual sewage disposal system been constructed on Property? <input type="checkbox"/> Yes <input type="checkbox"/> No Has one been approved for construction? <input type="checkbox"/> Yes <input type="checkbox"/> No Has one been disapproved for construction? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Do not know If no, explain: _____</p> <p>C. Categories: The water and sewer service area category or categories that currently apply to the Property is/are (if known) <u>WSSC</u>. This category affects the availability of water and sewer service as follows (if known) _____.</p>
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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 _____

6. CITY OF TAKOMA PARK:

If this property is located in Takoma Park, the Takoma Park Sales Disclosure must be attached. See GCAAR Takoma Park Sales Disclosure - Notice of Tree Preservation Requirements and Rental Housing Laws.

7. HOMEOWNER'S, CONDOMINIUM OR COOPERATIVE ASSOCIATION ASSESSMENTS: The Property is located in a ☐ Homeowners Association with mandatory fees (HOA) (refer to GCAAR HOA Seller Disclosure / Resale Addendum for MD, attached), and/or ☐ Condominium Association (refer to GCAAR Condominium Seller Disclosure / Resale Addendum for MD, attached) and/or ☐ Cooperative (refer to GCAAR Co-operative Seller Disclosure / Resale Addendum for MD & DC, attached) and/or ☐ Other (ie: Homeowners Association/ Civic Association WITHOUT dues): _____

8. UNDERGROUND STORAGE TANK: For information regarding Underground Storage Tanks and the procedures for their removal or abandonment, contact the Maryland Department of the Environment or visit www.mde.state.md.us
Does the Property contain an UNUSED underground storage tank? ☐ Yes ☒ No ☐ Unknown. If yes, explain when, where and how it was abandoned: _____

9. DEFERRED WATER AND SEWER ASSESSMENT:

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

Are there any potential Front Foot Benefit Charges (FFBC) for which the buyer may become liable which do not appear on the attached property tax bills? ☒ Yes ☐ No If yes, EITHER ☒ the Buyer agrees to assume the future obligations and pay future annual assessments in the amount of \$ 7,625.00, 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. ** 7,625.00 amortized over a 23 year period and approx \$610.00/year*

B. Private Utility Company:

Are there any deferred water and sewer charges paid to a Private Utility Company which do NOT appear on the attached property tax bills? ☐ Yes ☒ No. If yes, complete the following: *** see WSSC info attached*

EFFECTIVE OCTOBER 1, 2016: NOTICE REQUIRED BY MARYLAND LAW REGARDING DEFERRED WATER AND SEWER CHARGES

This property is subject to a fee or assessment that purports to cover or defray the cost of installing or maintaining during construction all or part of the public water or wastewater facilities constructed by the developer. This fee or assessment is \$ 7,625.00 payable annually in _____ (month)

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until _____ (date) to _____ (name and address)
(hereafter called "lienholder"). There may be a right of prepayment or a discount for early prepayment, which may be ascertained by contacting the lienholder. This fee or assessment is a contractual obligation between the lienholder and each owner of this property, and is not in any way a fee or assessment imposed by the county in which the property is located.

If a Seller subject to this disclosure fails to comply with the provisions of this section:

- (1) Prior to Settlement, the Buyer shall have the right to rescind the contract and to receive a full refund of all deposits paid on account of the contract, but the right of rescission shall terminate 5 days after the seller provides the Buyer with the notice in compliance with this section
- (2) Following settlement, the Seller shall be liable to the Buyer for the full amount of any open lien or assessment.

10. SPECIAL PROTECTION AREAS (SPA):

Refer to <http://www.montgomeryplanning.org/environment/spa/faq.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, 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

11. PROPERTY TAXES:

Each property in Montgomery County, MD is assessed for annual real property taxes based on several different components. A copy of the tax bill will reflect which categories and components are applicable to this Property, including, whether the Property is located in a municipality, a special taxing district, a development district, a proposed development district, and/or whether this Property is subject to a special area tax or any WSSC front foot benefit charges. Definitions and explanations of each of these categories can be obtained at the Montgomery County Department of Finance website in the "**Frequently Asked Questions**" section located at www.montgomerycountymd.gov/apps/tax and select "FAQ". Additional information relating to taxes and the assessment and appeal process can be located at www.dat.state.md.us/sdatweb/taxassess.html - this provides tax information from the State of Maryland.

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A. **Current Tax Bill:** IN ACCORDANCE WITH MONTGOMERY COUNTY CODE SECTION 40-12C, THE SELLER(S) MUST ATTACH HERETO A COPY OF THE CURRENT REAL PROPERTY TAX BILL FOR THIS PROPERTY. A copy of the tax bill for this Property can be obtained at www.montgomerycountymd.gov/apps/tax.

B. **Estimated Property Tax & Non-Tax Charges:** IN ADDITION, SELLER(S) ARE REQUIRED TO PROVIDE POTENTIAL BUYERS WITH THE ESTIMATED PROPERTY TAX AND NON-TAX CHARGES FOR THE FIRST FULL FISCAL YEAR OF OWNERSHIP. Information relative to this estimate, including how it was calculated and its significance to Buyers can be obtained at www.montgomerycountymd.gov/estimatedtax.

_____/_____
Buyers' Initials Buyer acknowledges receipt of both tax disclosures.

12. DEVELOPMENT DISTRICT DISCLOSURE - NOTICE OF SPECIAL TAX OR ASSESSMENT:

A Development District is a special taxing district in which owners of properties pay an additional tax or assessment in order to pay for public improvements within the District. Typically, the Development District Special Tax will increase approximately 2% each July 1. For more information, please contact the Montgomery County Department of Finance. FAQ's regarding Development Districts can be viewed at www.montgomerycountymd.gov/apps/OCP/Tax/FAQ.asp. Seller shall choose one of the following:

☐ **The Property is located in an EXISTING Development District:** Each year the Buyer of this Property must pay a special assessment or special tax imposed under Chapter 14 of the Montgomery County Code, in addition to all other taxes and assessments that are due. As of the date of execution of this disclosure, the special assessment or special tax on this Property is \$ _____ each year. A map reflecting Existing Development Districts can be obtained at www.montgomerycountymd.gov/apps/OCP/Tax/map/Existing_DevDistricts.pdf.

OR

☐ **The Property is located in a PROPOSED Development District:** Each year the Buyer of this Property must pay a special assessment or special tax imposed under Chapter 14 of the Montgomery County Code, in addition to all other taxes and assessments that are due. The estimated maximum special assessment or special tax is \$ _____ each year. A map reflecting Existing Development Districts can be obtained at www.montgomerycountymd.gov/apps/ocp/tax/map/dev_districts.pdf.

OR

☒ **The Property is not located in an existing or proposed Development District.**

13. TAX BENEFIT PROGRAMS:

The Property may currently be under a tax benefit program that has deferred taxes due on transfer or may require a legally binding commitment from Buyer to remain in the program, such as, but not limited to:

A. **Forest Conservation and Management Program (FC&MP):** Buyer is hereby notified that a property under a Maryland Forest Conservation Management Agreement (FCMA) could be subject to recapture/deferred taxes upon transfer. Is the Property under FCMA? ☐ Yes ☒ No. If yes, taxes assessed shall be paid by ☐ the Buyer OR ☐ the Seller.

B. **Agricultural Program:** Is the Property subject to agricultural transfer taxes? ☐ Yes ☒ No. If yes, taxes assessed as a result of the transfer shall be paid by ☐ the Buyer OR ☐ the Seller. Confirm if applicable to this Property at www.dat.state.md.us/sdatweb/agtransf.html.

C. **Other Tax Benefit Programs:** Does the Seller have reduced property taxes from any government program?
☐ Yes ☒ No. If yes, explain: _____

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14. RECORDED SUBDIVISION PLAT:

Plats are available at the MNCPPC or at the Judicial Center, Room 218, 50 Maryland Avenue, Rockville, MD or at 240-777-9477. In order to obtain a plat you will be required to supply the Lot, Block, Section and Subdivision, as applicable, for the property. Plats are also available online at http://www.montgomeryplanning.org/info/plat_maps.shtml or at www.plats.net. Buyers shall check **ONE** of the following:

Buyers' Initials

☒ **A. Unimproved Lot and New Construction:** If the Property is an unimproved lot or a newly constructed house being sold for the first time, the Buyer shall be provided a copy of the recorded subdivision plat prior to entering into a contract. **Buyer hereby acknowledges receipt of a copy of the recorded subdivision plat.**

OR

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

OR

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

15. AGRICULTURAL RESERVE DISCLOSURE NOTICE:

This Property ☐ is ☒ is not subject to the Agricultural RESERVE Disclosure Notice requirements. These disclosures are contained in **GCAAR Agricultural Zone Disclosure Notice**, which must be provided to potential buyers prior to entering into a contract for the purchase and sale of a property that is subject to this Agricultural Reserve Disclosure requirement. Additional information can be obtained at http://www.mcmaps.org/notification/agricultural_lands.aspx.

16. NOTICE CONCERNING CONSERVATION EASEMENTS: This property ☐ is ☒ is not subject to a Conservation Easement. See **GCAAR Conservation Easements Addendum**. See www.montgomeryplanning.org/environment/forest/easements/easement_tool.shtml for easement locator map.

17. GROUND RENT:

This property ☐ is ☒ is not subject to Ground Rent. See **Property Subject to Ground Rent Addendum**.

18. HISTORIC PRESERVATION:

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

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

Has the Property been designated as an historic site in the master plan for 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. If the Property is located within a local municipality, contact the local government to verify whether the Property is subject to any additional local ordinances.

Buyer

Buyer

19. **MARYLAND FOREST CONSERVATION LAWS:**

A. **Forest Conservation Law:** The Buyer is notified that the cutting, clearing, and grading of more than 5,000 square feet of forest or any champion tree on the Property is subject to the requirements of the **Forest Conservation Law**. The Buyer is required to comply with the Forest Conservation Law, Chapter 22A of the Montgomery County Code. In order to assure compliance with the law, the Buyer is notified of the need to contact the **Countywide Environmental Planning Division** of the Maryland-National Capital Park and Planning Commission (M-NCPPC), whether it means obtaining a written exemption from the Forest Conservation Laws from M-NCPPC or obtaining approval of a Natural Resource Inventory/Forest Stand Delineation Plan, Forest Conservation Plan, or Tree Save Plan prior to cutting, clearing, and grading of more than 5,000 square feet of forest, obtaining a grading or sediment control permit, or developing the Property. Further, Seller represents and warrants that no activities have been undertaken on the Property in violation of the Forest Conservation Law and that if such activities have occurred in violation of the applicable law, that Seller has paid all of the penalties imposed and taken all of the corrective measures requested by M-NCPPC.

B. **Forest Conservation Easements:** Seller represents and warrants that the Property ☐ is ☒ is not currently subject to a recorded Category I or Category II Forest Conservation Easement, Management Agreement or an approved Forest Conservation Plan, Tree Save Plan, or any other plan requiring the protection of natural areas, or any other pending obligation binding the owner of the Property under Forest Conservation Law requirements. If the Property is encumbered by any such easement or plan, attach a copy of the plat or recorded document (if available).

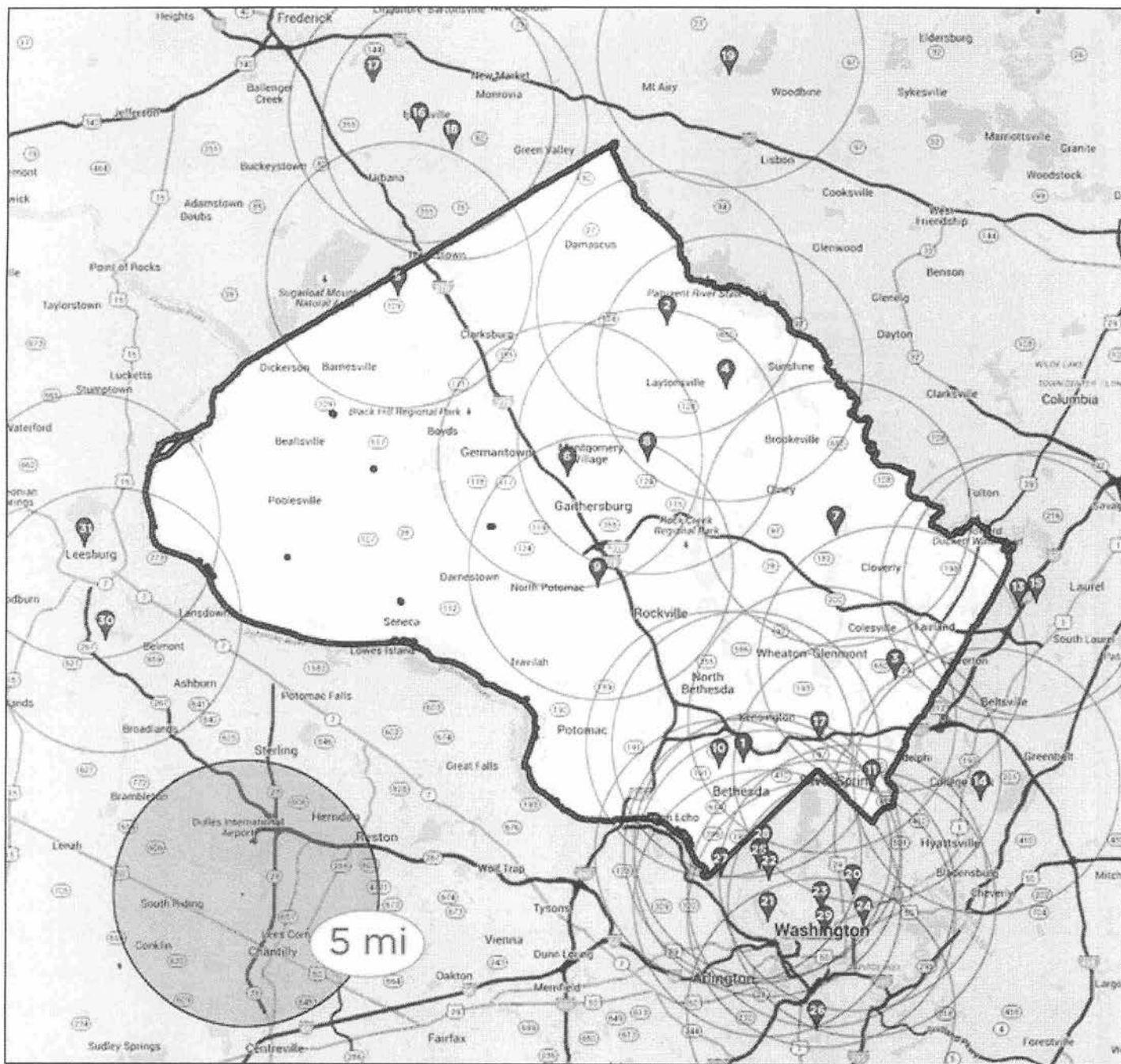
20. **AIRPORTS AND HELIPORTS:** The following list of airports and heliports includes those in Montgomery County and the surrounding area that may be within a five-mile radius of the Property. This list was compiled from data provided by the Washington Airports District Office of the Federal Aviation Administration and was current as of 6/1/2015. Buyer should be aware of the fact that most properties in Montgomery County are within five (5) miles of an airport or heliport installation. Refer to the FAA website for a current list:

http://www.faa.gov/airports/airport_safety/airportdata_5010 .

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MONTGOMERY COUNTY

1. **Walter Reed National Medical Center Heliport**, 8901 Rockville Pike, Bethesda, MD 20889
2. **Davis Airport**, 7200 Hawkins Creamery Road, Laytonsville, MD 20879
3. **Dow Jones & Company, Inc.**, 11501 Columbia Pike, Silver Spring, MD 20904
4. **Federal Support Center Heliport**, 5321 Riggs Road, Gaithersburg, MD 20882
5. **Flying M Farms**, 24701 Old Hundred Road, Comus, MD 20842
6. **IBM Corporation Heliport**, 18100 Frederick Avenue, Gaithersburg, MD 20879
7. **Maryland State Police Heliport**, 16501 Norwood Road, Sandy Spring, MD 20860

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8. **Montgomery County Airpark**, 7940 Airpark Road, Gaithersburg, MD 20879
9. **Shady Grove Adventist Hospital**, 9901 Medical Center Drive, Rockville, MD 20850
10. **Suburban Hospital**, 8600 Old Georgetown Road, Bethesda, MD 20814
11. **Washington Adventist Hospital**, 7600 Carroll Avenue, Takoma Park, MD 20912
12. **Holy Cross Hospital**, 1500 Forest Glen Road, Silver Spring, MD, 20910

PRINCE GEORGE'S COUNTY

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

FREDERICK COUNTY

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

CARROLL COUNTY

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

DISTRICT OF COLUMBIA

20. **Children's National Medical Center**, 111 Michigan Avenue, NW, 20010
Washington Hospital Center, 110 Irving Street, NW, 20010
21. **Georgetown University Hospital**, 3800 Reservoir Road, NW, 20007
22. **Metropolitan Police**, Dist. 2, 3320 Idaho Avenue, NW, 20007
23. **Metropolitan Police**, Dist. 3, 1620 V Street, NW, 20007
24. **Michael R. Nash**, 50 Florida Avenue, NE 20002
25. **National Presbyterian Church**, 4101 Nebraska Avenue, NW, 20016
26. **Sibley Memorial Hospital**, 5255 Loughboro Road, NW, 20016
27. **Steuart Office Pad**, Steuart Petroleum Co., 4640 40th Street, NW, 20016
28. **Washington Post**, 1150 15th Street, NW, 20017

VIRGINIA

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

21. ENERGY EFFICIENCY DISCLOSURE NOTICE: Before signing a contract for the sale of a single-family home (single-family attached, including condominiums or detached residential building), Sellers of Montgomery County properties must provide Buyers with the following:

A. Information Disclosure: 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://gcaar.com/news_ektid5454.aspx

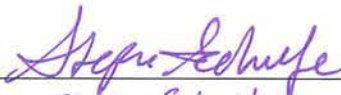
www.Lighterfootstep.com

www.Energystar.gov/homeperformance

www.Goinggreenathome.org

B. Usage History: Has the home been owner-occupied for the immediate prior 12 months? ☐ Yes ☒ No
If property has been owner-occupied for any part of the past 12 months, Seller must provide copies of electric, gas and home heating oil bills **OR** cost and usage history for the single-family home for that time. **Sellers may use GCAAR Utility Cost and Usage History Form** to disclose the utility costs and usage history.

By signing below, Seller acknowledges he has carefully examined this form, and that the information is complete, accurate, and current to the best of his knowledge at the time of entering into a contract. Buyer agrees he has read this Addendum carefully and understands the information that has been disclosed.

		9/12/17	
Seller	Date	Buyer	Date
Spring Valley Builders LLC			
managing member			

Seller	Date	Buyer	Date
--------	------	-------	------



Washington Suburban Sanitary Commission

*re: gcaar form # 900 9. A WSSC
Main # 301 206 875
Front Foot Benefits*

Residential Fees & Charges Effective July 1, 2017

Permit Services Unit • Lobby Level • 14501 Sweitzer Lane • Laurel, Maryland 20707

301-206-4003 (Out-of-Area 1-800-828-6439) -- Fax 301-206-8624 -- OneStopShop@wsscwater.com

Inspection Scheduling Numbers:

301-206-8383 -- Automated System for scheduling Long Form Permits ONLY (scheduled by plumbers & gasfitters ONLY);

301-206-4004 -- For scheduling Short Form Permits ONLY (scheduled by plumber, gasfitter, or customer)

WSSC INSTALLED RESIDENTIAL SERVICE CONNECTIONS

-- WATER --

	Unimproved Area		Improved Area	
	Standard	Deferred*	Standard	Deferred*
Standard Service Connection in the Public Right-of-Way				
1 inch	\$ 2,250.00	\$ 2,350.00*	\$ 7,250.00	\$ 7,625.00*
1½ inch	2,250.00	2,350.00*	7,250.00	7,625.00*
2 inch	3,250.00	3,400.00*	7,750.00	8,150.00*
Rights-of-Way Connection built by Plumber from an existing main (WSSC performs TAP ONLY)				
1 inch	\$ 375.00			
1½ inch	375.00			
2 inch	450.00			

-- SEWER --

Standard Service Connection in the Public Right-of-Way				
1¼ & 1½ inch Pressure Sewer	\$ 3,500.00	\$ 3,675.00*	\$ 13,000.00	\$ 13,650.00*
4 & 6 inch	3,500.00	3,675.00*	13,000.00	13,650.00*
Rights-of-Way Connection built by Plumber from an existing main (WSSC performs TAP ONLY)				
1¼ & 1½ inch Pressure Sewer	\$ 500.00			
4 & 6 inch	500.00			

**DEFERRED PAYMENT RESIDENTIAL CONNECTION CHARGES. As of January 1, 2003, the Deferred Payment Plan is available for all single family residential house connections constructed by the Commission and is available only with the Standard Service Connection fee (Rights-of-way connections cannot be deferred). The deferred connection rate is the rate in effect at the completion of house connection construction.*

APPLICANT INSTALLED SERVICE CONNECTIONS

Please Note: Residential properties are eligible to use the Applicant Installed permit process (this means the applicant must hire their own qualified utility contractor). See **Non-Residential Fees & Charges** sheet for Application & Inspection Fees plus Payment and Performance Security Amounts. For additional details regarding the Applicant Installed permit process please refer to the Applicant Installed forms and instructions on WSSC web site at www.wsscwater.com.

DEFERRED HOUSE CONNECTION ESTIMATES (constructed & buried 2016)

(Assessed during Levy 2017)

Size	Unimproved	Improved
1 inch Water	\$2,350 = \$188 annually	\$7,625 = \$610 annually
1-1/2 inch Water	\$2,350 = \$188 annually	\$7,625 = \$610 annually
2 inch Water	\$3,400 = \$272 annually	\$8,150 = \$652 annually
4 & 6 inch Sewer	\$3,675 = \$294 annually	\$12,075 = \$966 annually

***estimates are based on deferred connection projections X .08000 (partial payment factor)*

See the Reverse Side for Information on FRONT FOOT BENEFIT CHARGES

RESIDENTIAL GENERAL PERMIT & SERVICE FEES

-- RESIDENTIAL INSPECTION FEES--

New Single Family Detached Dwelling - per unit	\$726.00
New Attached Dwelling – when unit is individually permitted	\$726.00
Water / Well Hook-up	\$99.00
Water Hook-up Converting from Well (includes 2 inspections)	\$198.00
Sub-meter Hook-up	\$50.00
Meter Yoke Inspection	
(Required for meter type codes MO, MR, DC, HB, SM, IM for meter installation only)	\$99.00
Sewer / Septic Hook-up	\$99.00
First Plumbing Fixture	\$99.00
Each Additional Fixture	\$33.00
SDC Fixture Credit Fixture Inspection (per fixture)	\$33.00
Minimum Non-Refundable Long Form Permit Charge (Inspection Fees)	\$200.00
Pre-paid Short Form Permit	\$82.00

-- OTHER RESIDENTIAL CHARGES --

System Development Charges (SDC) per housing unit:	
(See current WSSC Resolution for additional important SDC information)	
Each Apartment Unit (must contain one full bath and kitchen, but not more than two toilets)	\$2,036.00
Housing Units with 1 or 2 Toilets	\$3,054.00
Housing Units with 3 or 4 Toilets	\$5,090.00
Housing Units with 5 Toilets	\$7,126.00
Housing Units with 6 or more Toilets	
(calculated based on type and number of fixtures) per fixture unit value	\$203.00
System Development Charges	
(fixture not in dwelling units, e.g., detached out buildings, pool houses, etc.) per fixture unit value	\$203.00
Meter Installation Charge (1-inch & smaller)	
(Required for meter type codes MO, MR, DC, HB for meter installation only)	\$211.00
Sub-meter Installation Charge (1-inch & smaller)	\$261.00
Sub-meter Installation Charge (1½-inch & larger)	\$528.00
Outside Meter Housing Upgrade/Pipe Alteration	\$5,687.00
Long Form Permit Transfer	\$152.00
Re-processing Charge	\$60.00
Dishonored Check Fee & Electronic Payment Fee	\$38.00
Connection Abandonment:	
County Roads – Water (Except Arterial Roads)	\$1,452.00
County Roads – Sewer (Except Arterial Roads)	\$1,847.00
State and Arterial Roads – Water	\$1,760.00
State and Arterial Roads – Sewer	\$2,200.00
Cross Connection Test Report Fee	\$30.00
Copies of Plans, Plats, or 200' Sheets (per sheet)	\$6.00
Long Form Permit Refund Fee	\$200.00
Long Form Permit Re-Issue Fee	\$200.00

-- AVAILABLE PUBLICATIONS --

General Conditions and Standard Specifications – 2013	\$44.00
SEP General Conditions and Standard Specifications – 2013	\$44.00
Standard Details for Construction - 2005	\$55.00
Pipeline Design Manual - 2008	\$90.00
WSSC Plumbing and Fuel Gas Code - 2015	\$33.00

-- WSSC FRONT FOOT BENEFIT CHARGES --

In the year following completion of water and/or sewer main construction by WSSC, property is assessed a WSSC FRONT FOOT BENEFIT CHARGE (FFBC), as required by law, to repay funds borrowed to finance construction. WSSC's FFBC appears on the property tax bill for a pre-determined number of years, depending on bond issue (presently 20 years), but may be paid off in full at any time. WSSC's FFBC is determined by multiplying the property's assessable footage by the rate per foot for the appropriate classification -- rates change yearly. Irregularly shaped lots are assessed using average footage of neighboring properties. In areas designated by County Governments as Service Area 5 or 6, WSSC places the assessment in hiatus (suspends) until such time as County policy will allow service. In Service Areas 1 through 4, existing houses with satisfactory well and/or septic systems will be granted an exemption from the assessment until the property owner requests service from a WSSC-built water main or sewer line. Upon connecting (hook-up) to the WSSC-built water and/or sewer mains, any and all property not previously assessed becomes immediately subject to FFBC.



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

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

PROPERTY ADDRESS: 5717 Bradley Blvd, Bethesda, MD 20814-1033

☐ There are parts of the property that still exist that were built prior to 1978 OR ☒ No parts of the property were built prior to 1978 OR
☐ Construction dates are unknown. If any part of the property was constructed prior to 1978 or if construction dates are unknown, this disclosure is required. If the entire property was built in 1978 or later, this disclosure is not required. *Brand new 2017 construction No lead paint used whatsoever*

LEAD WARNING STATEMENT FOR BUYERS: 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.

SELLER'S DISCLOSURE:

(A) Presence of lead-based paint and/or lead-based paint hazards

- ☐ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain): _____ OR
- ☒ 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:

- ☐ Seller has provided Buyer with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below): _____ OR
- ☒ Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

BUYER'S ACKNOWLEDGMENT:

(Buyer to initial all lines as appropriate)

- (C) _____ / _____ Buyer has read the Lead Warning Statement above.
- (D) _____ / _____ Buyer has read Paragraph B and acknowledges receipt of copies of any information listed therein, if any.
- (E) _____ / _____ Buyer has received the pamphlet Protect Your Family From Lead in Your Home (required).
- (F) _____ / _____ Buyer has (check one below):
- ☐ 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; OR
- ☐ Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

AGENT'S ACKNOWLEDGMENT: (Agent to initial)

(G) *mm* 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.

CERTIFICATION OF ACCURACY: The following parties have reviewed the information above and certify, to the best of their knowledge, that the information provided by the signatory is true and accurate.

Stephen Schulte 9/12/17
Seller *Stephen Schulte, Managing member* Date

Buyer _____ Date

Seller _____ Date

Buyer _____ Date

Mary J. Murphy 9/12/17
Agent for Seller, if any *Mary J. Murphy* Date

Agent for Buyer, if any _____ Date



MARYLAND LEAD POISONING PREVENTION PROGRAM DISCLOSURE

5717 Bradley Blvd

Property Address: Bethesda, MD 20814-1033

MARYLAND LEAD POISONING PREVENTION PROGRAM DISCLOSURE: Under the Maryland Lead Poisoning Prevention Program (the "Maryland Program"), any leased residential dwelling constructed prior to 1978 is required to be registered with the Maryland Department of the Environment (MDE). Detailed information regarding compliance requirements may be obtained at: <http://www.mde.state.md.us/programs/Land/LeadPoisoningPrevention/Pages/index.aspx>.

1. Seller hereby discloses that the Property was constructed prior to 1978;

*Brand new 2017 construction,
No lead paint used whatsoever*

AND

The Property _____ / _____ is or _____ / AS is **not** registered in the Maryland Program (***Seller to initial applicable line***).

2. If the Property was constructed prior to 1978 and Buyer intends to lease the Property effective immediately following settlement or in the future, Buyer is required to register the Property with the Maryland Department of the Environment within thirty (30) days following the date of settlement or within thirty (30) days following the conversion of the Property to rental property as required by the Maryland Program. Buyer is responsible for full compliance under the Maryland Program, including but not limited to, registration; inspections; lead-paint risk reduction and abatement procedures; payment of all fees, costs and expenses; and the notice requirements to tenants.

3. If the Property is registered under the Maryland Program as indicated above, Seller further discloses to Buyer that an event as defined under the Maryland Program (including, but not limited to, notice of the existence of lead-based paint hazards or notice of elevated blood lead levels from a tenant or state, local or municipal health agency) (***Seller to initial applicable line***) _____ / _____ has; or _____ / AS has **not** occurred, which obligates Seller to perform either the modified or full risk reduction treatment of the Property as required under the Maryland Program. If an event has occurred that obligates Seller to perform either the modified or full risk reduction treatment of the Property, Seller hereby discloses the scope of such treatment as follows:

If such event has occurred, Seller (***Seller to initial applicable line***) _____ / _____ will; OR _____ / _____ will **not** perform the required treatment prior to transfer of title of the Property to Buyer.

ACKNOWLEDGEMENT: Buyer acknowledges by Buyer's initials that Buyer has read and understands the above Paragraphs. _____ / _____ (**BUYER**)

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

Spring Valley Builders LLC 9/12/17
Seller Date

Buyer Date

Seller Date

Buyer Date

Mary J. Murphy 9/12/17
Seller's Agent Date
Mary J. Murphy

Buyer's Agent Date

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Montgomery County Jurisdictional Addendum to GCAAR Sales Contract (Required for Use with GCAAR Sales Contract)

The Contract of Sale dated _____ between _____
(Buyer) and **Spring Valley Builders LLC**
(Seller) for the purchase of the real property located at
Address **5717 Bradley Blvd** Unit # _____
City **Bethesda** State **MD** Zip Code **20814-1033**, Parking Space(s) # _____
Storage Unit # _____ with the legal description of Lot **2** Block/Square **10**
Section _____ Subdivision/Project Name **English Village**
Tax Account # **160700491858** is hereby amended by the incorporation of this Addendum, which shall supersede any provisions to the contrary in this Contract.

1. MASTER PLAN DISCLOSURES: A or B required; use A unless Property is in the City of Rockville corporate limits.

A. Montgomery County

Buyer has the right to examine, prior to signing this Contract, the applicable County Master Plan and any municipal land use plan for the area in which the Property is located and any adopted amendment to either plan, and approved official maps showing planned land uses, roads and highways, parks and other public facilities affecting the Property contained in the plan. By signing this Addendum, Buyer acknowledges the following:

- 1) Seller has offered Buyer the opportunity to review the applicable Master Plan and municipal land use plan and any adopted amendment;
- 2) Seller has informed Buyer that amendments affecting the plan may be pending before the Planning Board or the County Council or a municipal planning body;
- 3) Buyer has reviewed each plan and adopted amendment or does hereby waive the right to review each plan and adopted amendment; and
- 4) Buyer understands that to stay informed of future changes in County and municipal land use plans, Buyer should consult the Planning Board and the appropriate municipal planning body.

Buyer

Buyer

-OR-

B. City Of Rockville

Buyer acknowledges that Buyer has been afforded the opportunity to examine the Approved and Adopted Land Use Plan Map portion of the plan for the City of Rockville and all amendments to said Map (hereinafter referred to as the "Plan"). Buyer further acknowledges that Seller's real estate agent has provided said opportunity to examine the Plan by either producing and making available for examination a copy of the Plan or escorting Buyer to a place where the Plan is available for examination by Buyer. Buyer acknowledges that at no time did the agent explain to Buyer the intent or meaning of such Plan nor did Buyer rely on any representation made by the agent(s) pertaining to the applicable Plan. By signing below, Buyer acknowledges that he has been afforded an opportunity to review the Plan.

Buyer

Buyer

2. PRIVATE WELL AND/OR SEPTIC: The Property is on private well and/or septic. ☐ YES ☒ NO (If yes, GCAAR Addendum of Clauses-A must be attached and the private well and/or septic testing paragraph must be included.)

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3. TRANSFER AND RECORDATION TAXES: (Select either A or B):

- ☐ **A. Buyer is NOT a First-Time Maryland Homebuyer.** Section 14-104(b) of the Real Property Article of the Annotated Code of Maryland provides that, unless otherwise negotiated in the Contract or provided by state or local law, the cost of any recordation tax or any state or local transfer tax shall be shared equally between Buyer and Seller. **BUYER AND SELLER EXPRESSLY AGREE THAT THE COST OF STATE RECORDATION TAX, STATE TRANSFER TAX AND LOCAL (COUNTY) TRANSFER TAX SHALL BE PAID AS FOLLOWS:**

- ☐ **B. Buyer is a First-Time Maryland Homebuyer.**

- 1) To qualify as a First-Time Maryland Homebuyer, each Buyer must sign a statement under oath stating that:
- (a) Buyer has never owned residential real property in Maryland that has been the individual's principal residence; AND
 - (b) The Property will be occupied as a principal residence; **OR**
 - (a) The Buyer is a Co-Maker or Guarantor of a mortgage or Deed of Trust to be secured by the Property AND the Co-Maker or Guarantor will NOT occupy the Property as a principal residence.
- 2) If Buyer is a First-Time Maryland Homebuyer, then:
- (a) Under Section 13-203(b) of the Tax Property Article Annotated Code of Maryland, the amount of State Transfer Tax due on the sale of the Property is reduced from .50% to .25% and shall be paid by the Seller; AND
 - (b) Under Section 14-104(c) of the Real Property Article, the entire amount of the recordation tax and the local (county) transfer tax shall be paid by Seller unless there is an express written agreement stating otherwise. **BUYER AND SELLER EXPRESSLY AGREE THAT THE COST OF STATE RECORDATION TAX AND LOCAL (COUNTY) TRANSFER TAX SHALL BE PAID AS FOLLOWS:**

Buyer and Seller hereby **expressly agree** that payment of the recordation and local (county) transfer tax shall be shared equally between Buyer and Seller unless the space provided above in this subparagraph is completed specifying a different **express agreement**. (Note: In the event Buyer elects to pay all of state recordation tax and local county transfer tax, Seller must still pay the non-waived portion of the state transfer tax.)

4. MARYLAND LEAD POISONING PREVENTION PROGRAM: Under the Maryland Lead Poisoning Prevention Program, any residential dwelling constructed prior to 1978 that is leased for residential purposes is required to be registered with the Maryland Department of the Environment (MDE). Detailed information regarding compliance requirements may be obtained at <http://www.mde.state.md.us/Lead>. If the Property was built prior to 1978 and is now or has been a rental property or may become a rental property in the future, a separate Maryland Lead-Based Paint Disclosure form should be completed.

5. MARYLAND NON-RESIDENT SELLER: Except as otherwise provided by Maryland law, if the Property is not the Seller's principal residence, and the Seller is a nonresident individual of the State of Maryland or is a non-resident entity which is not formed under the laws of the State of Maryland or qualified to do business in the State of Maryland, a portion of Seller's proceeds may be withheld at Settlement and paid to the State of Maryland towards a potential capital gains tax liability. For more information see www.marylandtaxes.com.

6. PROTECTION OF HOMEOWNERS IN FORECLOSURE ACT NOTICE: Buyer and Seller acknowledge that, under Section 7-310 and 7-313 of the Real Property Article of the Annotated Code of Maryland, if the Property is occupied by Seller (or Seller's spouse under a use and possession order) and any mortgage on the property is 60 days or more in default when this Contract is executed, Seller has the right to rescind this Contract within 5 days of the latter of (a) Contract execution; or (b) the date all parties sign GCAAR Form "Statement About Tenancy" if the Contract includes a provision allowing Seller to occupy the Property after Settlement. Any provision in this Contract or other agreement that attempts or purports to waive any of Seller's rights under Section 7-310 is void. **Seller hereby warrants that as of the Date of Ratification no mortgage on the Property is 60 days or more in default. Seller shall immediately give Buyer Notice if such a default occurs.**

7. PROPERTY TAX NOTICE 60 DAY APPEAL: If any real property is transferred to a new owner after January 1 and before the beginning of the next taxable year, the new owner may submit a written appeal as to a value or classification on or before 60 days after the date of the transfer (Settlement Date).

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8. NOTICES TO BUYER:

A. Buyer has the right to select Buyer's own title insurance company, title lawyer, settlement company, escrow company, mortgage lender or financial institution as defined in Section 17-607 Business Occupations and Professions Article, Annotated Code of Maryland. Buyer acknowledges that Seller may not be prohibited from offering owner financing as a condition of settlement.

B. Buyer has the right to receive a Disclosure and Disclaimer Statement from Seller unless Seller is exempt (Section 10-702 Real Property Article, Annotated Code of Maryland).

C. Buyer is advised that if all or a portion of the Property being purchased is wetlands, the approval of the U.S. Army Corps of Engineers will be necessary before a building permit can be issued for the Property. Additionally, the future use of existing dwellings may be restricted due to wetlands. The Corps has adopted a broad definition of wetlands, which encompasses a large portion of the Chesapeake Bay Region. Other portions of the State may also be considered wetlands. For information as to whether the Property includes wetlands, Buyer may contact the Baltimore District of the U.S. Army Corps of Engineers. Buyer may also elect, at Buyer's expense, to engage the services of a qualified specialist to inspect the Property for the presence of wetlands prior to submitting a written offer to purchase the Property, or Buyer may include in Buyer's written offer, subject to Seller's acceptance, a clause making Buyer's purchase of the Property contingent upon a satisfactory wetlands inspection.

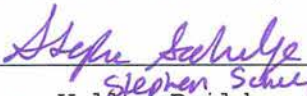
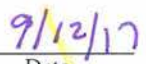
D. Buyer is protected by the real estate Guaranty Fund of the Maryland Real Estate Commission for losses covered by Section 17-404 of the Business Occupations and Professions Article of the Annotated Code of Maryland in an amount not exceeding \$50,000 for any claim.

E. Notice to Buyer concerning the Chesapeake and Atlantic Coastal Bays Critical Area: Buyer is advised that all or a portion of the property may be located in the "critical area" of the Chesapeake and Atlantic Coastal Bays, and that additional zoning, land use, and resource protection regulations apply in this area. The "critical area" generally consists of all land and water areas within 1,000 feet beyond the landward boundaries of State or private wetlands, the Chesapeake Bay, the Atlantic Coastal Bays, and all of their tidal tributaries. The "critical area" also includes the waters of and lands under the Chesapeake Bay, the Atlantic Coastal Bays, and all of their tidal tributaries to the head of tide. For information as to whether the Property is located within the critical area, Buyer may contact the local department of planning and zoning, which maintains maps showing the extent of the critical area in the jurisdiction. Allegany, Carroll, Frederick, Garrett, Howard, Montgomery, and Washington counties do not include land located in the critical area.

9. **RELEASE OF DEPOSIT:** In accordance with the Deposit paragraph of this Contract, the Deposit and accrued interest, if any, shall be given or returned by Escrow Agent to Buyer, Seller and/or Broker only when a "Release of Deposit Agreement" ("Release") has been ratified by Buyer and Seller; as directed by a court order; or pursuant to Section 17-505(b), Business Occupations and Professions Article, Annotated Code of Maryland. If either Buyer or Seller refuses to execute a Release when requested to do so in writing and a court finds that that party should have executed same, that party shall be required to pay, in addition to any damages, all expenses, including reasonable Legal Expenses, incurred by the adverse party in the litigation.

10. **DEPOSIT:** Buyer hereby authorizes and directs Escrow Agent as specified in this Contract to hold the Deposit until the parties have executed and accepted this Contract. Upon acceptance, the initial deposit and additional deposit, if any, shall be placed in escrow as provided below and in accordance with the requirements of Section 17-502(b)(1), Business Occupations and Professions Article, Annotated Code of Maryland. If Seller does not execute and accept this Contract, the initial deposit instrument shall be promptly returned to Buyer. Escrow Agent may charge a fee for establishing an interest-bearing account. Buyer and Seller instruct Escrow Agent to place all deposit monies in: **(Check One)**

☒ a non interest-bearing account OR ☐ an interest-bearing account, the interest on which, in absence of Default by Buyer, shall accrue to the benefit of Buyer.

 Seller Spring Valley Builders LLC	 Date managing member	Buyer	Date
Seller	Date	Buyer	Date

-Seller:
 exemption
 10-702
 #1A
 initial sale of
 property...never been
 occupied



Utility Cost and Usage History Form For use in Montgomery County, Maryland

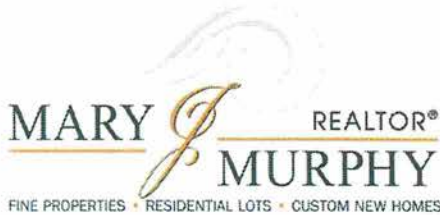
Address 5717 Bradley Blvd, Bethesda, MD 20814-1033

Month	Year		Electric	Gas	Heating Oil
		Total Cost:			
		Total Usage:			
		Total Cost:			
		Total Usage:			
		Total Cost:			
		Total Usage:			
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Stephen Schultze 9/12/17
 Seller/Owner (Indicate if sole owner) Spring Valley Builders LLC Stephen Schultze, Date
managing member
 Seller/Owner (Indicate if sole owner) _____ Date

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Welcome to 5717 Bradley Blvd. Bethesda, MD
Sales Price: \$1,899,900



Custom Exterior Features

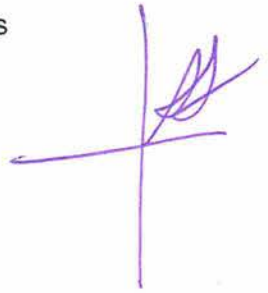
- 3-level Colonial with HardiePlank shingles and siding
- Covered flagstone porch
- Custom screened-in porch:
 - Cedar framing
 - (2) skylights
 - gas fireplace
 - cat5 cable wiring for TV placement above FP
 - wired for surround sound
- Flagstone walkway to front entry
- Two-car front-loading garage with automatic door openers
- Extra-wide poured concrete driveway with 3-point turnaround
- Oversized gutters and downspouts
- Professionally landscaped yard
- Lower-level walk-out for easy access to rear yard
- Weather-proof electrical outlets
- 30-year architectural roof shingles
- Stained solid wood 8 foot front door & solid stained wood porch ceiling

Custom and Upgraded Interior Features

- Oak hardwood 4" plank sand-in-place flooring throughout main and upper levels
- Extra-wide oak stairs with bullnose and 1 1/4" balusters and extra-wide handrail system
- Solid two-panel doors throughout with oil rubbed bronze interior door knobs
- Extra Large mudroom with built-in cubbies and bench seating and separate side egress & portico
- 9' ceilings in main and lower level; 8'4" ceilings in bedroom level
- Cove molding throughout entire main level; upstairs; master bedroom & bath
- Custom wainscoting in: foyer, dining room, living room, main-level hall, main stairway, upper-level hall, master bedroom
- Large, upper-level laundry room with wash sink, additional cabinet & granite countertop
- Butler Pantry with wet bar sink, cabinetry and granite countertops
- Built-in cabinetry with granite top in family room
- Two interior gas fireplaces with granite surround and hearth and custom mantels in family room and lower level (3rd gas FP rear screened-in porch)
- Finished lower level which includes:
 - rec room
 - 5th bedroom and dual entry full bath
 - custom-tiled exercise room
 - media room with surround sound & projection in ceiling
 - ample storage
- Cat-5 wiring throughout entire home
- Wall-to-wall carpeting in lower level
- Custom recessed lighting package throughout
- Wired with built-in alarm (security) system (purchaser to hire private company per choice)
- Wired for surround sound in the family room, dining room, lower-level rec room & patio

Kitchen

- Enormous eat-in kitchen with expansive breakfast nook
- 42" Wellborn Signature Series white Shaker style cabinets with soft close doors & drawers
- Jenn-Air Appliance Package includes:
 - h-48" Pro Style side-by-side refrigerator with built-in dispenser
 - -48" 6-burner gas range with griddle, stainless steel
 - -48" custom hood with blower
 - -dishwasher, stainless steel
 - -30" built-in microwave-oven combo with drop-down door, stainless steel
 - -24" beverage center with glass door
- All Jenn-Air appliances have matching stainless steel pro handles
- Insinkerator disposal
- Massive Party island with built-in beverage center
- Quartz countertops & custom tile backsplash
- Kitchler Lighting in kitchen, breakfast nook and over-island pendants



Bedrooms and Baths

- Satin nickel finish fixtures in master bath; chrome finish fixtures in secondary baths
- Oil rubbed bronze faucet in powder room
- Granite countertops in master bath; granite counter tops in all secondary baths
- Two-person Whirlpool bath tub, expansive shower (two shower heads) with second diverter for hand held, and large seating area in master bath
- Porcelain custom tile in secondary baths
- 8" spread faucet fixtures in all baths
- Upgraded Nutone ultra-quiet fan in all baths
- Designer (Melamine) walk-in closets with custom shelving in master suite

Energy Efficient Package

- Two gas-fired forced air furnaces with 96% efficiency in attic and lower level
- Air cleaners on upper and lower-level furnaces
- April Aire humidifier on lower level furnace
- Two-zone hi-efficiency Infinity (variable speed) Carrier central air with a 17 SEER rating
- Hi-efficiency domestic hot water heater (75 gal.)
- Thermatru insulated doors in family room and lower level
- Andersen double-hung windows with mullion-over-one arts & crafts style with easy tilt & clean function
- 400 amp electrical service
- Insulation: R-21 in first and second floor walls; R-49 in attic; and R-30 in garage ceiling
- Constructed 2 x 6 framing
- Sound-proof insulation in all bathrooms, laundry room, master bedroom walls, and furnace room

Builder Information

- Built by Spring Valley Builders, LLC; completion: October, 2017
- *Builder reserves the right to make changes without notification*

Estimated property tax and non-tax charges FY 2018 ~\$19,000.00

For more information, please contact:

Mary J. Murphy, Realtor, Allied Realty Corp.

(c) 301.717.8372, mjmurphy@alliedrealtycorp.com

Floorplans and Disclosures available at www.maryjmurphy.com

Information deemed reliable but not guaranteed.





BRADLEY BOULEVARD

N 02°46'50" W 75.00'

LOT 3, BLOCK 10
ENGLISH VILLAGE
PLAT No. 158

LOT 24, BLOCK 10
ENGLISH VILLAGE
PLAT No. 158

LOT 27, BLOCK 10
ENGLISH VILLAGE
PLAT No. 158

N 87°13'10" E 190.00'

7.0' BRL

9.6'

10.0'

10.0'

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CONCRETE
FOUNDATION

10

LOT 2
14,250 SQ. FT.

20.0' BRL

59.0'

PORCH

A/W

PORCH

7.3'

S 87°13'10" W 190.00'

LOT 1, BLOCK 10
ENGLISH VILLAGE
PLAT No. 158



05/25/17
DATE



SCALE: 1"=30'

PERMIT No.791292

JOB No. 16-080

DATE: 05-25-17

DRAWN BY: SGP

SCALE: 1"=30'



POTOMAC VALLEY
SURVEYS

20010 FISHER AVENUE, SUITE F
POOLESVILLE, MARYLAND
1-888-349-5090

WALL CHECK SURVEY
5717 BRADLEY BOULEVARD
ENGLISH VILLAGE
LOT 2, BLOCK 10
PLAT No.158
MONTGOMERY COUNTY, MARYLAND

SURVEYOR'S CERTIFICATION

I HEREBY CERTIFY TO THE BEST OF MY KNOWLEDGE AND BELIEF THAT THE PROPERTY DELINEATED HEREON IS IN ACCORDANCE WITH THE PLAT OF SUBDIVISION AND/OR DEED OF RECORD, AND THAT THE IMPROVEMENTS WERE LOCATED BY ACCEPTED FIELD PRACTICES PER COMAR 09-13-06. THE PURPOSE OF THIS DRAWING IS TO CERTIFY TO THE LOCATION OF THE FOUNDATION IN RELATIONSHIP TO THE PROPERTY LINES. THIS DRAWING IS NOT TO BE RELIED UPON FOR THE PLANNING OF ANY FUTURE IMPROVEMENTS OR FENCE LINES. NO TITLE REPORT WAS FURNISHED.

Scale 1 in = 200 ft.

Filed August 11-1913.

The subject strip of land shown in the center of Block 1, is reserved from this subdivision of Bradley Hills Land Company by the City of Baltimore and Great Falls Railway Company by deed of record in Liber 4230, folio 458.

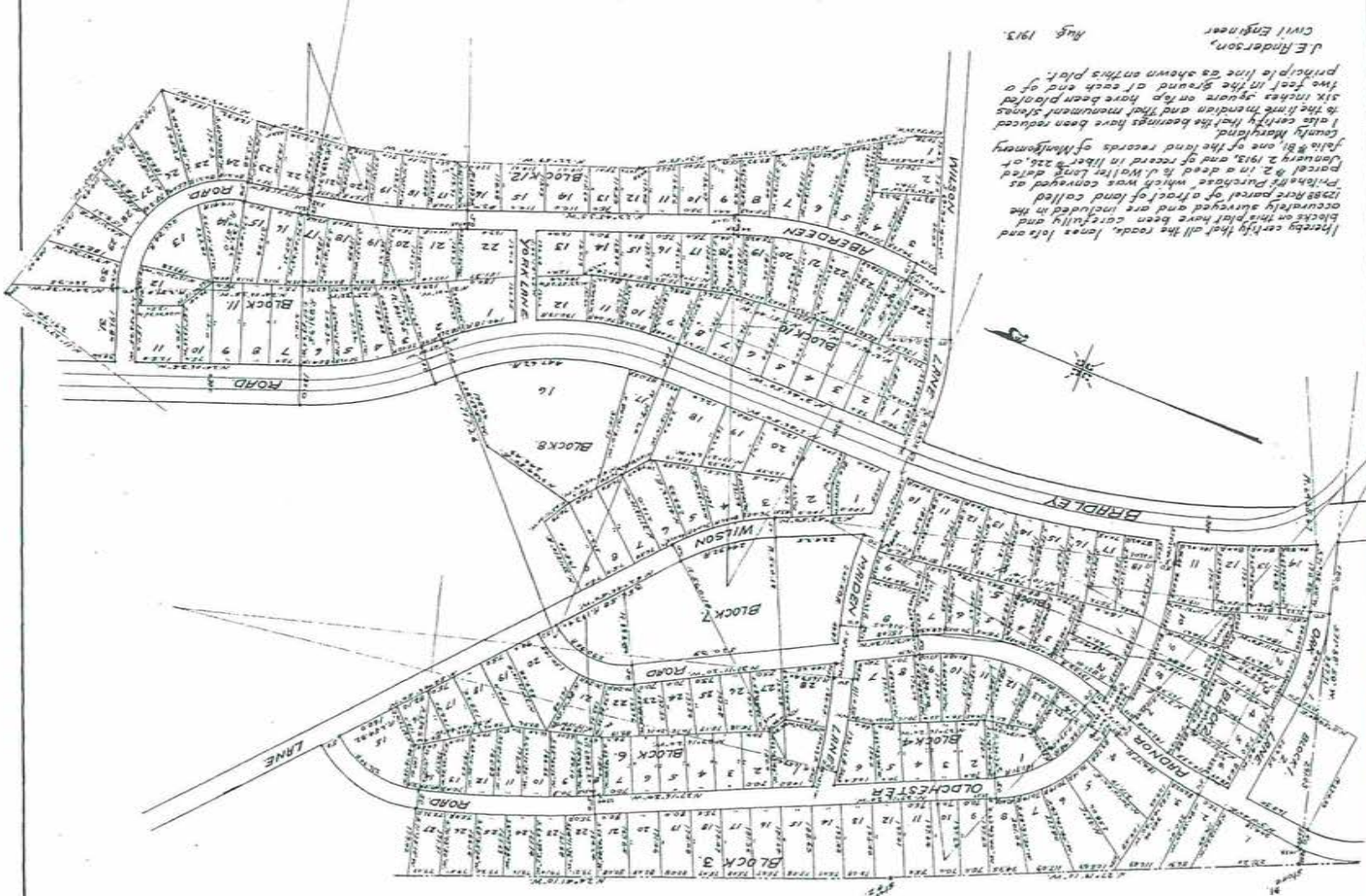
I hereby certify that all the roads, lanes, lots and blocks on this plat have been surveyed and are included in the 1928 Act parcel of a tract of land called "Pineapple Purchase" which was conveyed as parcel B 2, in a deed to J. Walter Long dated January 2, 1913, and of record in Liber 326, of folio 81, one of the land records of Montgomery County, Maryland. I also certify that the bearings have been reduced to the true meridian and that monument stones six inches square on top have been placed at each end of a line feet in the ground as shown on this plat.

J. E. Anderson,
Civil Engineer,
Aug. 1913.

ENGLISH VILLAGE BRADLEY HILLS MONTGOMERY COUNTY MARYLAND

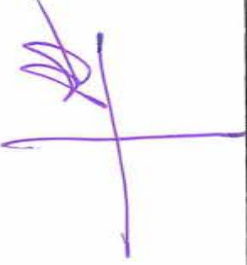
I hereby certify that this is a true and correct copy of the plat filed August 11th A. D. 1913, recorded as Plat No. 158 in Plat Book No. 2, one of the Plat Books of Montgomery County, Maryland.

Clark.



158

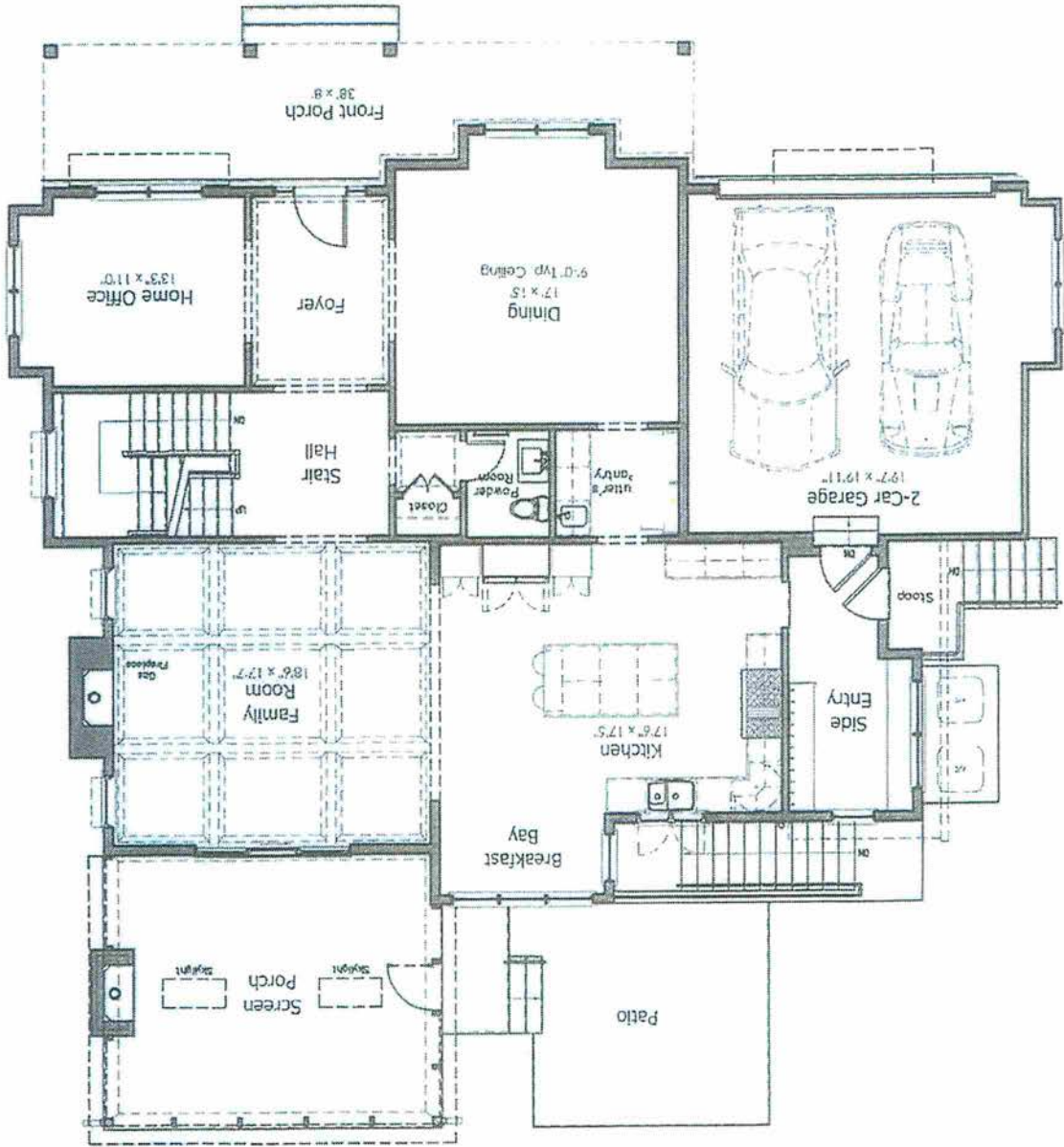
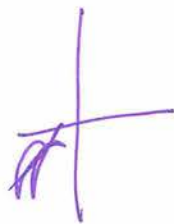
51223



5717 Bradley Blvd., Bethesda, MD
Spring Valley Builders



NORTH



First Floor Plan

Finished Area: 1,741 Square Feet
Plus 434 SF Garage & 315 SF Porch

Dimensions approximate;
all Plans subject to change
without notice.

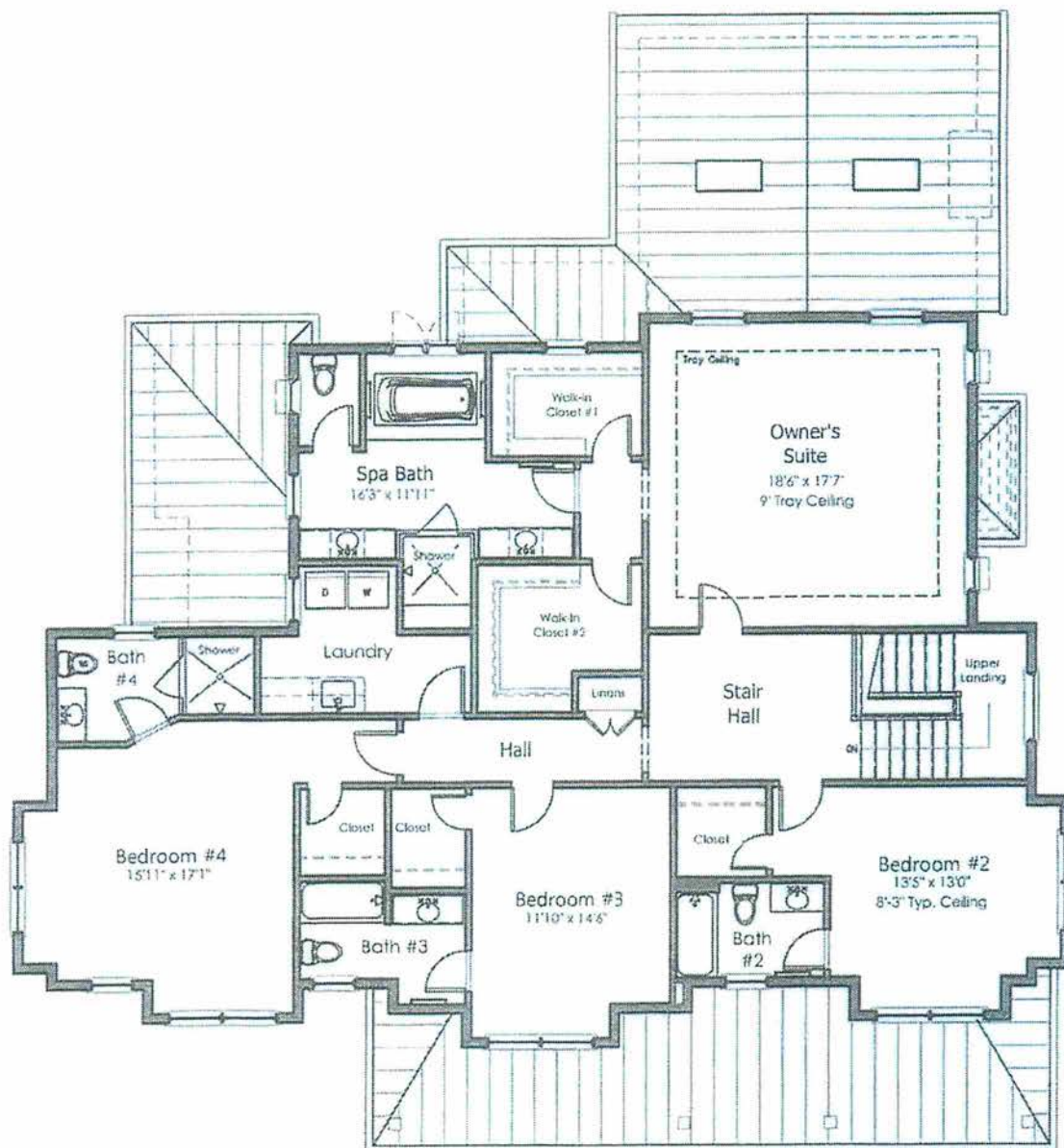
Douglas Mader, AIA
Consulting Architect

5717 Bradley Blvd., Bethesda, MD
Spring Valley Builders

0 5' 10'



NORTH



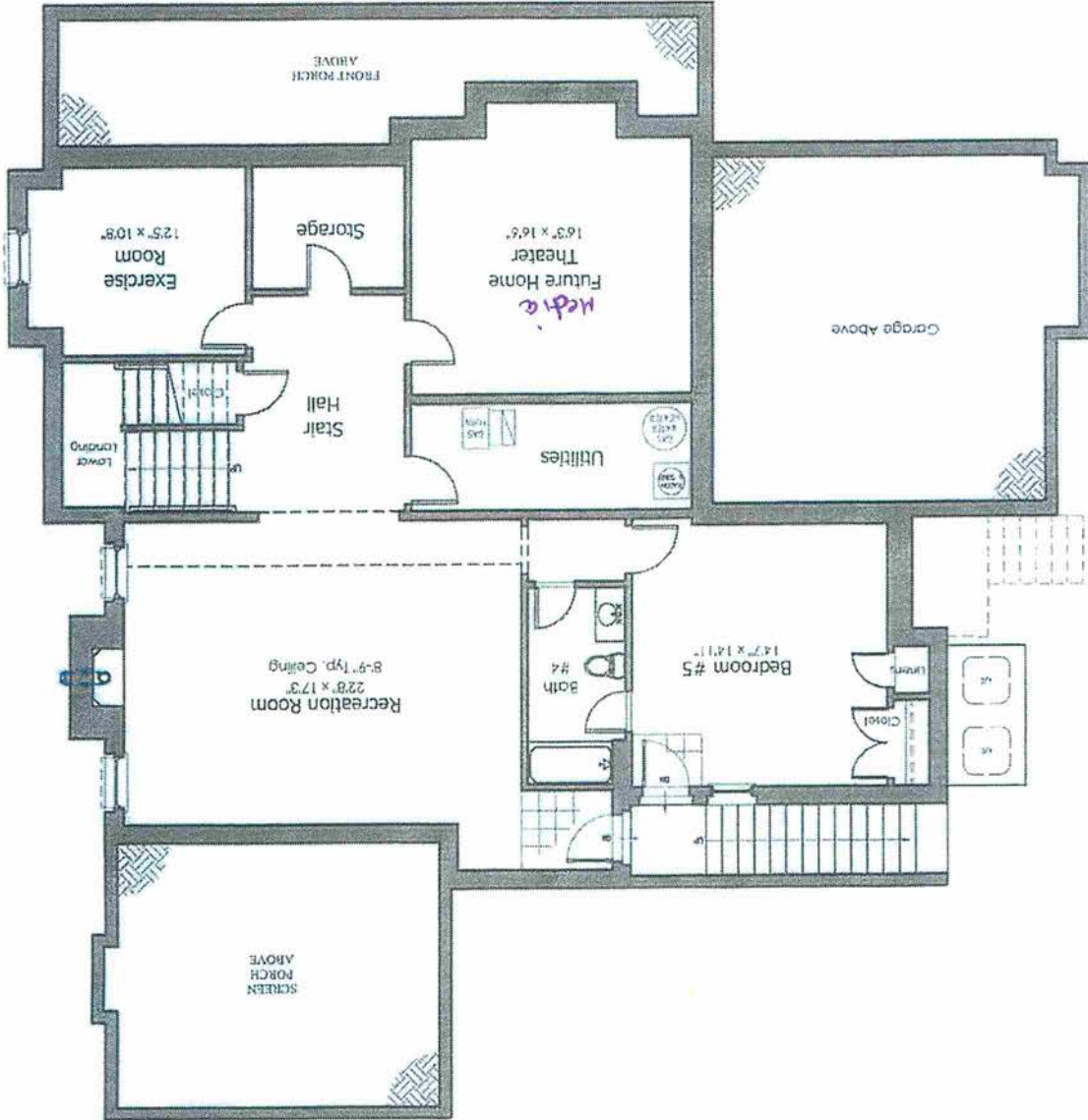
Second Floor Plan

Finished Area: 2,028 Sq Feet

Dimensions approximate;
all Plans subject to change
without notice.

Douglas Mader, AIA
Consulting Architect

5717 Bradley Blvd., Bethesda, MD
Spring Valley Builders



Lower Level Plan

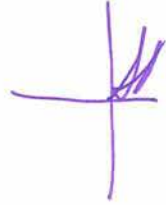
Finished Area: 1,759 Square Feet

Dimensions approximate;
all Plans subject to change
without notice.

Douglas Mader, AIA
Consulting Architect

5717 Bradley Blvd., Bethesda, MD
Spring Valley Builders

0 5' 10'



Front Elevation

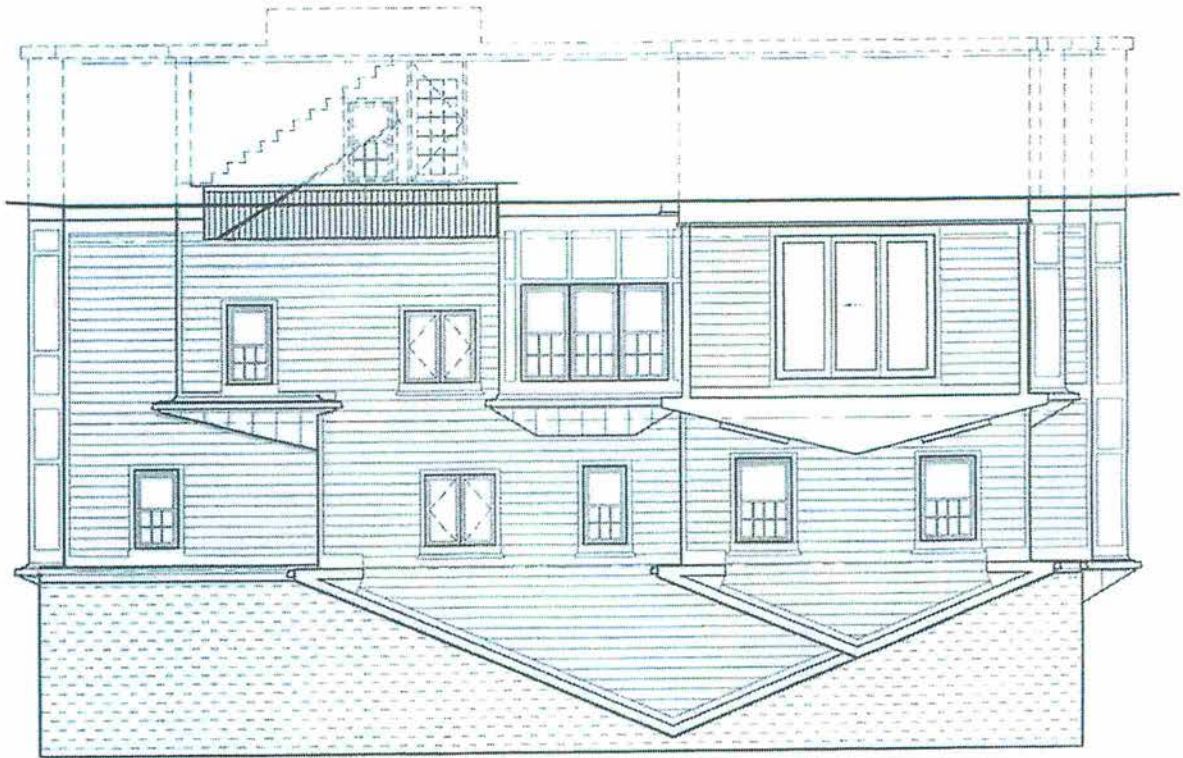
Optional Trim shown, see building contract
for base vs optional trim included.

Douglas Mader, AIA
Consulting Architect

Rear Elevation

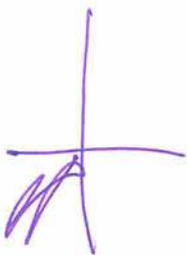
Optional Trim shown, see building contract
for base vs optional trim included.

Douglas Mader, AIA
Consulting Architect



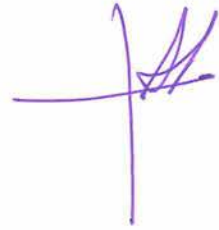
0 5 10

5717 Bradley Blvd., Bethesda, MD
Spring Valley Builders



5717 Bradley Blvd., Bethesda, MD
Spring Valley Builders

0 5' 10'



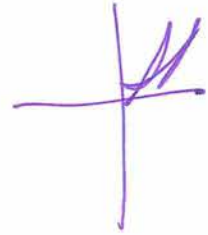
Right Elevation

Optional Trim shown, see building contract
for base vs optional trim included.

Douglas Mader, AIA
Consulting Architect

5717 Bradley Blvd., Bethesda, MD
Spring Valley Builders

0 5' 10'



Left Elevation

Optional Trim shown, see building contract
for base vs optional trim included.

Douglas Mader, AIA
Consulting Architect

Tax ID: 160700491858

Metropolitan Regional Information Systems, Inc.

Page 1 of 1

County: MONTGOMERY

Full Tax Record

24-Aug-2017

5:26 pm

Property Address: 5717 BRADLEY BLVD. BETHESDA MD 20814 1033

Legal Subdiv/Neighborhood: ENGLISH VILLAGE

Condo/Coop Project:

Incorporated City:

Absent Owner: Yes

Owner Name:

Company Owner: SPRING VALLEY BUILDERS LLC

Addtl:

Care of Name:

MAILING ADDRESS: 8849 TUCKERMAN LN, POTOMAC, MD 20854

LEGAL DESCRIPTION: ENGLISH VILLAGE BRADLEY HILLS

Mag/Dist #: 7

Lot: 2

Block/Square:10

Election District: 7

Legal Unit #:

Grid:

Tax Map:

Section:

Subdiv Ph:

Addl Parcel Flag/#:

Map: GN62

Map Suffix:

Suffix:

Parcel:

Sub-Parcel:

Historic ID:

Agri Dist:

Plat Folio:

Plat Liber:

Tax Fiscal Year 2017 Estimated property tax and non-tax charges in first full fiscal year of ownership.

TOTAL EST. CHARGES: \$10,564

City Tax:

Tax Year: 2017

State/County Tax: \$10,096

Refuse: \$373

Base Tax Rate: 1.15

Spec Tax Assmt: \$95

Exempt Class:

Homestead/Exempt Status:

Front Foot Fee:

Tax Class: 38

Mult. Class:

ASSESSMENT

Year Assessed	Phase-in Value	Land	Improvement	Land Use
2017	\$909,133	\$776,000	\$164,500	
2016	\$877,767	\$674,800	\$171,600	
2015	\$846,400	\$674,800	\$171,600	

DEED	Deed Liber: 53321	Deed Folio: 186		
Transfer Date	Price	Grantor	Grantee	
01-Dec-2016	\$1,100,000	FARRELL GEORGE E TR	SPRING VALLEY BUILDERS LLC	
01-Apr-1998	\$0	FARRELL, GEORGE E	GEORGE E FARRELL TR	
15-Feb-1977	\$0		GEORGE E FARRELL	

PROPERTY DESCRIPTION

Year Built: 1913

Zoning Code: R90

Census Trct/Blck: /

Irregular Lot:

Square Feet: 14,250

Acreage: 0.33

Land Use Code: Residential

Plat Liber/Folio: /

Property Card:

Property Class:R

Quality Grade: ABOVE AVERAGE

Road Description:

Zoning Desc: RESIDENTIAL, ONE-FAMILY

Xfer Devel.Right:

Road Frontage:

Prop Use: RESIDENTIAL

Site Influence:

Topography:

Building Use: 1 STORY WITH BASEMENT

Sidewalk:

Lot Description:

Pavement:

STRUCTURE DESCRIPTION

	Section 1	Section 2	Section 3	Section 4	Section 5
Construction:					
Story Type:	1B	1	1		
Description:					
Dimensions:					
Area:	1,545	24	108	236	288
Foundation:		Roofing: Shingle - Composite		# of Dormers:	
Ext Wall: Other		Style: Standard Unit		Year Remodeled:	
Stories: 1		Units: 1		Model/Unit Type: STANDARD UNIT	
Total Building Area:			Living Area: 1,545	Base Sq Ft:	
Patio/Deck Type:	Sq Ft:		Porch Type: Open	Sq Ft: 132	
Balcony Type:	Sq Ft:		Pool Type:	Sq Ft:	
Attic Type:	Sq Ft:		Roof Type:		
Rooms:		Fireplace Type: FRAM		Fireplaces: 1	
Bedrooms:		Bsmt Type: Fully Finished		Garage Type: Undergnd/Bs	
Full Baths: 3		Bsmt Tot Sq Ft: 1,545		Garage Const.:	
Half Baths:		Bsmt Fin Sq Ft: 240		Garage Sq Ft: 288	
Baths: 3.00		Bsmt Unfin Sq Ft: 1,305		Garage Spaces:	
Other Rooms:			Air Conditioning:		
Other Amenities:			Interior Floor:		
Appliances:			Outbuildings:		
Gas:	Heat: Hot Water		Sewer: Public	Fuel:	
Electric:	Water:		Underground:	Walls:	

Tax Record Updated: 09-Feb-2017

Courtesy of: Mary J Murphy

Home: (301) 530-6764

Office:

Cell: (301) 717-8372

Email: mjmurphy@alliedrealtycorp.com

Company: Allied Realty

Office: (301) 656-8600

Fax: (301) 907-4766

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Information is believed to be accurate, but should not be relied upon without verification.

Accuracy of square footage, lot size and other information is not guaranteed.



Office of Consumer Protection

Ensuring Integrity in Our Marketplace

100 Maryland Ave., Suite 330
Rockville, MD 20850
T: 240.777.3636

Printed on: 8/23/2017 2:36:56 PM



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

ACCOUNT NUMBER: 00491858

PROPERTY: **OWNER NAME** SPRING VALLEY BUILDERS LLC

ADDRESS 5717 BRADLEY BLV
BETHESDA, MD 20814-1033

TAX CLASS 38

REFUSE INFO Refuse Area: R1L
Refuse Unit: 1

TAX INFORMATION:

TAX DESCRIPTION	FY17 PHASE-IN VALUE ₁	FY17 RATE ₂	ESTIMATED FY17 TAX/CHARGE
STATE PROPERTY TAX	688,467	.1120	\$771.08
COUNTY PROPERTY TAX ₃	688,467	1.0129	\$6,973.48
SOLID WASTE CHARGE ₄		373.1000	\$373.1
WATER QUALITY PROTECT CHG (SF ₄)			\$104.25
ESTIMATED TOTAL₆			\$8,221.91

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

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

Total Est FY 2018 taxes ~ 19,000⁰⁰/₁₀² yr



New Home Addendum
For Use in Washington, DC & Montgomery County, Maryland
(Required for Use with MAR and Regional Contracts)

The Contract of Sale dated _____, Address 5717 Bradley Blvd
City Bethesda, State MD Zip 20814-1033
Lot: 2 Block/Square: 10 Subdivision: English Village
between Seller Spring Valley Builders LLC and
Buyer _____ is

hereby amended by the incorporation of the following paragraphs, which shall supersede any provisions to the contrary in the Contract.
WHEREAS, the said contract form is used primarily for resale transactions; and
WHEREAS, the subject property of this contract is a new home;
NOW, THEREFORE, notwithstanding anything to the contrary in said contract, in consideration of the mutual covenants and conditions herein contained, and intending to be legally bound, the Parties hereto agree as follows:

1. RESALE PROVISIONS DELETED: All provisions in the attached contract regarding property condition, termite repairs, access to the property, possession, and settlement date are hereby deleted.

2. CONSTRUCTION:

A. In the event that this Contract is contingent upon financing, Seller may elect to delay construction on subject property until said financing contingency is either (1) satisfied pursuant to the provisions of the financing contingency contained in the Contract of Sale (see Regional Contract Par. 10, MAR Contract Par. 10, or Montgomery County Jurisdictional Addendum Par. 12), or (2) removed by providing to Seller evidence that Buyer has sufficient funds available to complete settlement without obtaining said financing.

B. In the event that this Contract is contingent upon an appraisal, Seller may elect to delay construction on subject property until the appraisal contingency has been removed or satisfied pursuant to the provisions of said appraisal contingency.

C. Seller agrees to complete on the premises, a dwelling as described and set forth in the attached Exhibits, subject to the options and/or changes selected and paid for by Buyer. These options/changes will be specified on a separate attachment as Exhibits to this Contract.

D. The Seller reserves the right to make such changes or substitutions in the construction, materials and equipment, and to revise the plan, as Seller may deem necessary due to the unavailability of certain materials or equipment, peculiar engineering, construction and /or permit inspection requirements, or topography of the premises. Any changes and/or substitutions made shall be in substantial conformance with the attached Exhibits.

E. It is further agreed that the location of the driveways, walkways and patios, the grading, planting and landscaping, including the disposition of existing trees and the control of waterflow, the inclusion or exclusion of retaining walls and other site details are subject to change at the absolute discretion of the Seller depending upon site or job conditions encountered and/or permit requirements.

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3. **STANDARD SELECTIONS AND OPTION EXTRAS:** The Buyer may select options and/or upgrades for the home chosen, provided, however, that:

A. Option selections and allowances must be submitted in writing and delivered within 3 days from the date Seller provides written notice to Buyer to select said options. Seller shall give written notice of the costs of selected option/upgrades to Buyer as soon as they are calculated by Seller, and Buyer shall have three (3) business days after receipt of that information to advise Seller in writing as to what options are desired. Seller and Buyer may mutually extend said timeframe to determine choice and cost of options. Buyer may make interior decorating and color selections from Seller's standard selections provided that such selections are completed and delivered to Seller within the timeframe designated herein. In the event Buyer does not make selections within the required timeframe, Seller reserves the right to complete the home using Seller's standard selections.

If the parties cannot agree as to the choice and/or cost of options, then the home shall be constructed per the agreed upon plans and specifications attached and made a part of this Contract.

B. One Hundred Point Zero percent (100.000 %) of the cost of any options agreed to by Buyer and Seller shall be paid for by Buyer in the form of cashier's check(s) or wire transferred funds at the time house construction begins or at the time of making the selection, if house is completed or under construction. This payment and any future payments for options are nonrefundable. The balance of such costs shall be due and payable at settlement. Buyer reserves the right to increase the sales price of the home to incorporate the actual cost of the options. In such case, the monies advanced to Seller prior to settlement for said options shall be credited to Buyer at settlement as additional deposit(s).

C. It is understood that this provision does not permit Buyer to select any standard construction option if construction has proceeded beyond the stage where the option is available in the normal course of Seller's standard construction practices.

D. Once Buyer has selected options and/or made decorating and color selections, no further alterations, changes or additions shall be made in the construction of the dwelling, unless approved by Seller in writing and a nonrefundable change order fee of \$ _____ is paid by Buyer.

4. DEPOSIT: (Maryland only) In the event Seller is holding the deposit, Seller may, in accordance with the provisions of Title 10, Subtitle 3, Sections 10-301 -10-303, of the Real Property Article of the Annotated Code of Maryland:

A. Deposit or hold the sum in an escrow account segregated from all other funds of the vendor or builder to assure the return of the sum to the purchaser in the event the purchaser becomes entitled to a return of the sum;

B. Obtain and maintain a corporate surety bond in the form and in the amounts set forth in §10-302, conditioned on the return of the sum to the purchaser in the event the purchaser becomes entitled to the return of the money; or

C. Obtain and maintain an irrevocable letter of credit issued by a Maryland bank in the form and in the amounts set forth in §10-303.

5. SETTLEMENT AND CONTRACT PERFORMANCE DATES: The Seller provides the following estimated settlement and/or performance dates:

A. Settlement date _____

B. 365 days from date of ratification (outside delivery date per paragraph 7 hereof) _____.

C. Other date(s) _____ for performance of _____.

NOTE: All estimated settlement and performance dates, if any, must be included in this paragraph.

6. NOTICE OF SETTLEMENT AND CONTRACT PERFORMANCE DATES: Once the property is substantially completed, as defined in this paragraph, Buyer agrees to make full settlement for this property. The Seller agrees to provide Buyer with no less than ten (10) and not more than thirty (30) days of Notice of the Settlement Date . Both parties agree that the property shall be construed to have been substantially completed on the date the property has passed final governmental inspection, if required, and the Seller can offer Buyer occupancy. If, however, at Seller's sole discretion, items such as landscaping, exterior concrete, driveways, final grading, sod or seeding, and exterior painting cannot be completed by reason of weather conditions, settlement shall be consummated on the date so scheduled by Seller so long as temporary access to the property is provided to Seller. Seller agrees that such uncompleted items

shall be completed in the reasonable course of business as weather conditions permit. Buyer agrees to accept and cooperate in such temporary access and shall give Seller and Seller's agents and contractors' adequate access to the property to enable them to complete such work. Buyer acknowledges that Seller is not responsible for lawn care and Seller's obligation to complete seeding or sodding shall be deemed satisfied once the installation of those materials has been completed.

7. DELIVERY AND POSSESSION: Seller agrees to give possession at the time of settlement hereunder, provided Buyer has paid the full purchase price and complied with all the terms of this Contract. The inability of Seller to perform and/or make delivery hereunder because of any local, municipal, county, state or federal action, regulation, order or other government requirement shall not affect the validity and enforceability of this Contract and all of the time periods provided for herein for performance and/or delivery shall automatically be extended until relief from such actions permits Seller, in the reasonable course of business, to perform its obligations hereunder. However, Seller shall have the right to return Buyer's deposit and any payments made for options, and to declare this Contract null and void if, in Seller's sole discretion, it determines that such performance within 365 days from the date of acceptance hereof by Seller will not be possible due to matters beyond Seller's control as described in this paragraph. Seller shall not be liable to Buyer for any damages whatsoever by reason of delays in such performance. In the event that Seller has not notified Buyer of settlement as provided hereinabove within 365 days from the date of acceptance hereof by Seller, absent delays beyond Seller's control, Buyer shall have the option of declaring this Contract void and receiving a return of his deposit and any payments made for optional extras, and any interest earned thereon.

8. PRE-SETTLEMENT INSPECTION: for Montgomery County transactions, the Buyer has the right to inspect the property not less than twenty-four (24) hours, nor more than seventy-two (72) hours before settlement, unless the parties agree otherwise. **(The right to a pre-settlement inspection is guaranteed by Montgomery County law.)** In the District of Columbia the Buyer may inspect the property not less than five (5) days before settlement unless the parties agree otherwise. Buyer may be accompanied by an agent representing Buyer and Seller, or Seller's authorized representative (collectively "Seller") may also attend the inspection. At the time of such inspection, Buyer and Seller shall make a written list of items not yet completed or not in compliance with new home construction standards generally applicable in the Washington, D.C. metropolitan area (the "punchlist"), and Seller shall execute the punchlist, which shall constitute Seller's agreement to complete all items on the punchlist as soon as may be reasonably practicable prior to settlement.

In the event that any such items are not completed prior to settlement, Seller agrees to complete all remaining items on the punchlist in a reasonable timeframe following settlement, and Buyer agrees to provide Seller and Seller's agents and contractors adequate access to the property to enable them to complete such work. Notwithstanding the fact that items may appear on the punchlist, Buyer shall make full settlement as provided in paragraph 6 above, and Seller shall not be required to escrow any funds at the time of settlement for punchlist items.

9. WARRANTIES: Seller warrants the new home against defects in workmanship and materials, with coverage in accordance with local laws.

Montgomery County, Maryland (only)

A. NOTICE TO BUYER: Montgomery County law does not require a builder to furnish any bond, insurance or other financial security to guarantee the builder's performance of its warranty obligations. If a builder promised any other bond, insurance or security to guarantee the performance of its warranty obligations, that bond insurance or security must be listed here:

BUYER ACKNOWLEDGES THAT BUYER HAS READ AND UNDERSTANDS THE IMMEDIATELY PRECEDING NOTICE.

BUYER

Date

BUYER

Date

A builder is required to give a written warranty that provides coverage, at least, consistent with the parameters established by Section 31C of the Montgomery County Code. A sample of said warranty, the provisions of which are made a part of this contract, is attached hereto, and the original of same shall be delivered to Buyer at Settlement.

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B. The following localities have opted out of the County requirement and, as such, follow the State Regulations (Real Property Article §10-601 – 610, MD Code Annotated): Chevy Chase Village, Town of Chevy Chase, Town of Garrett Park, Town of Poolesville, or the Town of Washington Grove. These state laws require a builder/seller to disclose to Buyer whether or not the builder participates in a qualified new home Warranty Security Plan.

Choose One of the Following as Applicable:

+ ☐ 1) Builder participates in a New Home Warranty Security Plan and will provide Buyer with a New Home Warranty which meets the requirements of Maryland law (GCAAR Forms #1603 & 1603A are attached hereto and made a part hereof).

+ ☐ 2) Builder participates in a New Home Warranty Security Plan and will NOT provide Buyer with a New Home Warranty but has offered to the Buyer, at the Buyer's option and expense, the opportunity to obtain a New Home Warranty (GCAAR Forms #1603 & 1606 are attached hereto and made a part hereof).

+ ☒ 3) Builder does NOT participate in a New Home Warranty Security Plan (GCAAR Form #1604 is attached hereto and made a part hereof).

* Builder does not supply a New Home Warranty Security Plan, but does supply a Built-in security system wired into the house. Purchaser to hire independent security company.
Washington, DC (only)

C. District of Columbia law does not require builders to provide any express written warranty.

Seller ☐ is ☐ is not (check one) providing a New Home Warranty to Buyer. Builder supplies a warranty which is attached and made a part of this contract

If Seller is providing a New Home Warranty, a sample of said Warranty is attached, and the original of same shall be delivered to Buyer at settlement.

Montgomery County, Maryland and Washington, DC

D. Except as otherwise provided by law, or as agreed to herein, Seller makes no warranty as to items not of Seller's manufacture, including, but not limited to: any water heater, refrigerator, range, dishwasher and other appliances, equipment or "consumer products", as defined by the Federal Trade Commission; Seller agrees to provide Buyer the manufacturers' warranties, if any, without recourse.

10. UNSOLD UNIT AND PROMOTIONAL DISPLAYS: In the event that the subject property is part of a new homes subdivision of Seller, until such time as all of the dwelling units in Seller's subdivision are sold, Seller reserves the right to make such use of unsold dwelling units, the common elements, street and the main entrance of the project as is necessary for its sale and construction program. Buyer recognizes and acknowledges that in order to accomplish Seller's construction program, trucks, construction equipment, personnel, noise and other inconveniences attendant thereto may be present. Buyer agrees not to obstruct or impede any such construction or sales activities. Such use by Seller, however, shall not unreasonably interfere with Buyer's use of his property. It is agreed that all furniture, personal property, furnishings, wallpaper, shrubbery, fences, landscaping, patios and recreational facilities exhibited in the model houses and model house area are for exhibition purposes only and are not included in the purchase price unless otherwise expressly provided herein.

11. ACCESS: In order to comply with insurance requirements and to assure the safety of Buyer and Seller's personnel, BUYER WILL NOT HAVE ACCESS OR ENTRY TO THE IMPROVEMENTS OR THE CONSTRUCTION SITE DURING CONSTRUCTION NOR MAY BUYER STORE ANY PERSONAL PROPERTY IN OR ABOUT THE IMPROVEMENTS OR THE CONSTRUCTION SITE PRIOR TO THE SETTLEMENT OF THIS CONTRACT without the express written authorization of Seller. Should the Buyer enter the improvements and/or construction site at any time, in violation of this Paragraph, the Buyer acknowledges that such will be an act of trespass. The buyer further acknowledges that the Seller assumes no liability or responsibility for any injury suffered by Buyer or his guests or invitees while visiting the said dwelling unit or construction site, and Buyer hereby agrees to indemnify Seller against the same.

12. ORAL STATEMENTS: Oral statements or promises often cause serious disputes between Sellers and Buyers of new homes. This section of the Contract attempts to alleviate potential problems. Unless oral statements or promises are included in this Contract, they may not be enforceable under law. By including the terms below, Buyer and Seller are making them a part of this Contract. **THIS SECTION SHOULD NOT BE LEFT BLANK IF YOU ARE RELYING ON ANY ORAL STATEMENTS OR PROMISES.** The following oral statements or promises have been made by Seller, Seller's agent or Buyer. Performance of each of these statements or promises is incorporated into each party's obligation to fully perform the terms of this Contract:

<input type="checkbox"/>	_____
<input type="checkbox"/>	_____
<input type="checkbox"/>	_____
<input type="checkbox"/>	_____

If the above section is left blank, the parties agree that this shall mean that no oral promises or statements have been relied upon in connection with this Contract.

13. BUYER ACKNOWLEDGEMENT: The Buyer acknowledges that, as the purchaser of newly constructed property, there are a number of legal issues/requirements they should be aware of (including but not limited to: building/construction code, licensure requirements for builders and/or contractors, the permitting process and regulations, applicable zoning restrictions and requirements). The Buyer is advised to consult the appropriate governmental office for the jurisdiction(s) in which the property is located and/or obtain legal counsel regarding such matters.

14. ATTACHMENTS: The following Schedules are attached hereto and are made a part of this contract:

- | | |
|-------------------------------------|--|
| <input checked="" type="checkbox"/> | New Home Warranty Disclosures and Warranty (as provided in Par.9 hereof) |
| <input type="checkbox"/> | Site Plan |
| <input checked="" type="checkbox"/> | Floor Plan |
| <input checked="" type="checkbox"/> | Standard Features <i>Builder Specs</i> |
| <input type="checkbox"/> | Schedule A - Option Selections |
| <input type="checkbox"/> | Schedule B - Specifications |
| <input type="checkbox"/> | Other _____ |
| <input type="checkbox"/> | Other _____ |

15. PROPERTY TAX CREDITS FOR ACCESSIBILITY IMPROVEMENTS: A real property tax credit for this property may be available to the Buyer for the cost of installing accessibility features or the cost of Level I or Level II accessibility standards to the property as defined in Montgomery County Code 52-18U(a). The types of improvements for which credits are available are any of the following permanent modifications to a residence:

- ☐ A no-step front door entrance with a threshold that does not exceed ½ inch in depth with tapered advance and return surfaces or, if a no-step front entrance is not feasible, a no-step entrance to another part of the residence that provides access to the main living space of the residence;
- ☐ An installed ramp creating a no-step entrance;
- ☐ An interior doorway that provides a 32-inch wide or wider clearing opening;
- ☐ An exterior doorway that provides a 36-inch wide or wider clear opening, but only if accompanied by exterior lighting that is either controlled from inside the residence, automatically controlled, or continuously on;
- ☐ Walls around a toilet, tub, or shower reinforced to allow for the proper installation of grab bars with grab bars installed in accordance with the Americans with Disabilities Act Standards for Accessible Design;

- ☐ Maneuvering space of at least 30 inches by 48 inches in a bathroom or kitchen so that a person using a mobility aid may enter the room, open and close the door, and operate each fixture or appliance;
- ☐ An exterior or interior elevator or lift or stair glide unit;
- ☐ An accessibility-enhanced bathroom, including a walk-in or roll-in shower or tub; or
- ☐ An alarm, appliance, and control structurally integrated into the unit designed to assist an individual with a sensory disability.
- ☐ Level I Accessibility Standard – means a permanent addition to a single family residence that include at least one no step entrance located at any entry door to the house that is connected to an accessible route to a place to visit on the entry level, a useable powder room or bathroom, and a 32 inch nominal clear width interior door as further defined and described in Section 52 - 18U of the County Code;
- ☐ Level II Accessibility Standard – means permanent additions to a single family residence that provide all of the Level I Accessibility Standards plus an accessible circulation path that connects the accessible entrance to an accessible kitchen, a full bath, and at least one accessible bedroom as further defined in Section 52-18U of the County Code.

Amount of Credit Estimated for the Proposed Checked Improvements \$ _____.

Stephen Schulte 9/12/17
 Seller (Sales Consultant) Date
 Spring Valley Builders LLC
 Stephen Schulte managing member

 Seller (Sales Consultant) Date Buyer Date



NEW HOME DISCLOSURE ADDENDUM

Builder does not participate in a new home warranty security plan.

Special provisions attached to and hereby made a part of the contract dated _____
on lot 2, block 10, subdivision English Village,
located in Montgomery County, Maryland between
(Buyers) _____ and
(Sellers) Spring Valley Builders LLC.

Maryland law requires a builder who does not participate in a new home warranty security plan to make the following disclosure as part of the contract for sale or construction of a new home.

Builders of new homes, in the state of Maryland, are not required to be licensed by the state nor by most local jurisdictions.

I do not participate in a new home warranty security plan. Therefore, the buyer may be afforded only certain limited implied warranties as are provided by law.

The buyer has the right to change the buyer's mind and to rescind this contract. If the buyer decides to discontinue this contract, the buyer must notify the builder in writing, within five (5) working days from the date the buyer signs the contract. Upon rescission, the buyer is entitled to a refund of any monies paid to the builder for the new home.

The buyer acknowledges that the builder does not participate in a new home warranty security plan and that the buyer has read and understands the above disclosure.

Signature of Homebuyer _____ Date _____

Stephen Schultze
☒ Seller ☐ Builder Stephen Schultze,
managing member, Spring Valley Builders LLC ☐ Purchaser ☐ Owner

☐ Seller ☐ Builder ☐ Purchaser ☐ Owner

9/12/17
Date _____ Date _____

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NEW HOME WARRANTY ADDENDUM

(Montgomery County Only)

Special provisions attached to and hereby made a part thereof, the Contract dated _____
on Lot 2, Block 10, Subdivision English Village
located in Montgomery County, Maryland between
(Buyer) _____
and (Sellers) Spring Valley Builders LLC

NOTICE TO BUYER

Montgomery County law does not require this builder to furnish any bond, insurance or other financial security to guarantee the builder's performance of its warranty obligations. If a builder has promised you any other bond, insurance, or security to guarantee the performance of its warranty obligations, that bond, insurance, or security must be listed here.

The builder, prior to entering into a contract to sell or build a new home, must inform the buyer in writing if any bond, insurance or other financial security is responsible for or guarantees the builder's performance under the warranty required by the Montgomery County Code. The builder must provide proof of such bond, insurance or security if requested by the buyer. Said information, if applicable, is set forth here: _____

The buyer hereby acknowledges that he/she has read and understands the above-stated notice.

Signature of Homebuyer

Date

☐ Seller ☒ Builder
Stephen Schultze, Maryland member
Spring Valley Builders LLC,

☐ Purchaser ☐ Owner

☐ Seller ☐ Builder

☐ Purchaser ☐ Owner

9/12/17
Date

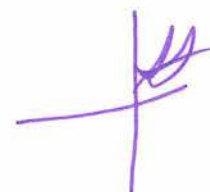
Date

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5717 BRADLEY BOULEVARD

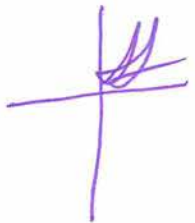
SALES AGREEMENT - WARRANTY

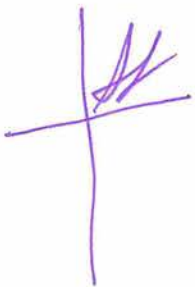


Issued to: ("), Lot2, Block 10, of the subdivision known as English Village improved by premises known as 5715 Bradley Boulevard, Bethesda, MD 20814. This is to certify that Spring Valley Builders LLC ("Builder") does hereby issue this Limited Warranty in connection with the construction of the house ("Dwelling") on the above mentioned property and the same is accepted by the Purchaser, subject to the conditions herein set forth, this Limited Warranty being in addition to any other rights and privileges which the Purchaser may have under the warranties of the various manufacturers, equipment suppliers and subcontractors who have performed services in the construction of the Dwelling and any rights under Montgomery County New Home Warranty Law.

I. BUILDER HEREBY WARRANTS:

- (A) That it will correct any major defects which significantly affect the load bearing functions of the Dwelling due to faulty construction and or defective materials, excluding normal wear and tear, brought to its attention in writing during the period ("Warranty Period") of five years from the date of possession or transfer or record title, whichever occurs first except as otherwise stated herein. It does not assume responsibility for any secondary damage (damage done to personal property or any other material or construction not originally installed by the Builder) caused by the defect and nothing herein contained shall be determined to make the Builder an insurer of the personal property of the Purchaser. No action taken, or omission of the Builder to correct defects shall act to extend the Warranty period beyond the initial term of five years. This certificate is applicable only to the matters warranted herein and only if notice of those defects is received by the Builder in writing before the end of the Warranty Period. This warranty is issued to the original Purchaser only and is not transferable without the written consent of the Builder.
- (B) That the Roof and roof flashing are to be free from leaks for the Warranty Period of One Year and will so maintain the roof except where such defects are caused by acts or circumstances beyond its control. This Limited Warranty is void in the event of the buyer or his agents utilize the roof for any activity or attach superstructure or appliances thereto.

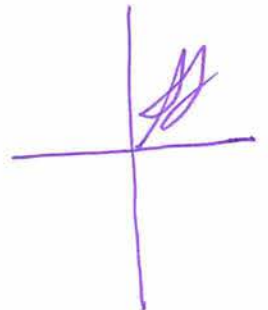
- 
- (C) The Plumbing System to be in proper working order and free from defective workmanship and materials for the Warranty Period of Two Years. Failures caused by negligence of the Purchaser or his agents to keep foreign materials out of the systems are excluded from this Limited Warranty. Failure of the Purchaser to maintain or drain hose bibs or cut-off valves, which cause damage to the plumbing system, are not the responsibility of the Builder and are excluded from this Limited Warranty. Where applicable, well and septic systems are not included as part of this Limited Warranty, except for the defects in construction and installation of these systems, where Builder has built and installed them. Builder is relieved from all liability from any damage caused by acts of God (e.g., change in water table).
- (D) The Heating System, in original finished room areas, has been installed in accordance with good heating practices and has been designed in accordance with standard heat-loss factors to maintain an average 68 degrees Fahrenheit temperature inside with an equivalent wind-chill temperature of 0 degree Fahrenheit outside. This Two-Year Limited Warranty does not include the systems or its parts, which become defective through faulty operation, maintenance or alteration by the Purchaser or its agents.
- (E) The Air Conditioning System has been installed in accordance with good air conditioning practices to maintain an average 78 degrees Fahrenheit temperature inside with a 95 degree Fahrenheit outside at 24 hours continuous operation. This Two-Year Limited Warranty does not include the systems or its parts, which become defective through faulty operation, or alteration by the Purchaser or its agents, or by damage caused by a power failure or inadequate line voltage.
- (F) The Electrical System, excluding light bulbs, against defective workmanship and materials for the Warranty Period of Two Years except for improper operation, use, or alteration caused by the Purchaser or his agents.

- 
- (G) The Basement against infiltration of free water due to penetration through walls or floor for the Warranty Period of One Year. This Limited Warranty does not cover condensation, backing up of sewers, flash floods, hurricanes, power outages, removal of power to sump pump, sewer leaks through window wells, or welled exits which are not property maintained by the purchaser. Where wet basement conditions covered by this Limited Warranty result from ineffective facilities for the disposal of surface or storm drainage water, the Builder is authorized to take such steps of corrective action as may be considered desirable, including the installation of sump pumps. This Limited Warranty shall not apply if any person other than the Builder or his agents has made any openings or holes of any kind in the basement walls or floors, or has altered or disturbed the finished grade adjacent to the Dwelling, or elsewhere on the lot if the result is to change the drainage pattern of the ground adjacent to, or near, the Dwelling, nor shall it apply to dampness beyond the control of the Builder such as condensation.
- (H) That it assigns to the Purchaser, without recourse, the manufacturers warranties for all mechanical, electrical and other equipment and appliances furnished with the Dwelling. Purchaser is solely responsible for pursuing its remedies under manufacturer's warranties.

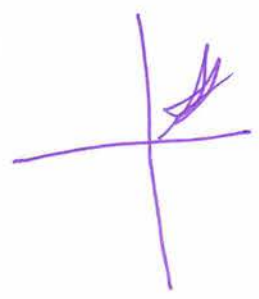
II. BUILDER WILL NOT BE RESPONSIBLE FOR:

- (A) Cracks or surface damage and discoloration in concrete porches, patios, foundations, walks and drives which can develop minor cracks and surface damage and discoloration due to expansion or contraction of concrete or the soil on which it is laid. There is no known method for eliminating this condition. The use of salt on any concrete or Masonry surfaces will cause spalling and will not be covered under this warranty
- (B) Mortar cracks which can develop in bonding bricks together. This is a normal condition due to the shrinkage in either the mortar or the brick and this will not affect the structural strength of the Dwelling.
- (C) Changes of the grading of the ground by anyone other than the Builder, or his employees, agents or subcontractors. The builder is responsible only for initially establishing the proper grades and swales. The owner is responsible for maintaining such grades and swales once they have been properly established by the builder.
- (D) Cracks in sheetrock, paneling, molding and wood which can appear during the normal drying out process of the Dwelling.

- (E) Minor cracking or loss of grouting between tiles or between tile and other material.
- (F) Minor openings of joints in resilient flooring, vinyl, rubber tile, etc.
- (G) Floor squeaks. Extensive research concludes that much has been accomplished in avoiding floor squeaks, but complete avoidance is almost impossible. Generally these will appear and disappear with changes in humidity.
- (H) Variations, minor shrinkage or warping in stained woods, wood cabinets, paneling, doors and trim. Separation of trim moldings from finished walls and shrinkage of caulking less than 1/4."
- (I) Paint. Color fastness under conditions of exposure to extreme sun and weather conditions cannot be maintained, although wood surfaces will still have protection of paint. Paint cracks may occur that are not attributable to the paint or its application. Variations cannot be controlled. Touch-up paint may vary slightly from the original color and does not warrant repainting the entire surface.
- (J) Chips, scratches or mars in tile, woodwork, walls, porcelain, bricks, mirrors, plumbing fixtures, minor scratches on Formica, glass, carpet stains or other patent defects not recognized at the time of the Final Payment or Settlement.
- (K) Sod, seeding, shrubs, trees and planting. These are to be inspected by the Purchaser prior to possession. Unless otherwise noted in writing at that time, these items for the purpose of this Limited Warranty are considered to be in good condition and are not included in this Limited Warranty. Care and maintenance of these items becomes the responsibility of the Purchaser at the time of possession.
- (L) Insect damage or infestation after Settlement.
- (M) Defects in mechanical, electrical and other equipment and appliances which are covered by manufacturer's warranties.
- (N) All other conditions which customarily are regarded as normal maintenance responsibilities or as acceptable construction variations.
- (O) Loss or damage from accidental causes beyond the fault and control of Builder including, but not limited to, the following: Fire, explosion, smoke,



water escape, windstorm, hail, lightning, flood, severe weather and falling trees.



- (P) Condensation on windows and doors.
- (Q) Any form of mold.
- (R) Defects or damage caused by Montgomery County's mandated interior fire sprinkler system.
- (S) The care and maintenance of the Montgomery County mandated drywell systems.

- III. A number of materials, both manmade and nature created, will have color, texture, grain, finish, size, density, etc. variations both within the material itself and when compared with samples. These variations are both inherent and unavoidable. These materials include, but are not limited to, ceramic and quarry tile, marble, brick, mortar, all wood products, stone, paint stain, pre-cast marble, grout, plumbing and appliance finishes, carpet, roofing materials, exterior decking materials, tennis courts and swimming pool finishes, plaster, synthetic trim materials, laminates, cultured marble, interior hardware, resilient flooring, concrete, asphalt, etc. Purchaser understands and accepts these inevitable variations.
- IV. The provisions of this Limited Warranty shall not apply if there is any money owed by the Purchaser to the Builder, including extras, unless such money is covered by an executed escrow agreement.
- V. This Limited Warranty gives you specific legal rights, and you may also have other rights under the laws of the State of Maryland or the County in which the property is located.
- VI. In order for the Purchaser to obtain performance under this Limited Warranty, notice of a defect must be filed, in writing, with the Builder. Such notice must be mailed by first class mail, return-receipt requested, to the Builder at the address stated on this Limited Warranty and must be received before expiration of the Warranty Period. If a defect occurs in an item that is covered by the Limited Warranty, the Builder will repair, replace or pay the reasonable cost of repairing or replacing the defective items. The Builder's total liability under this Limited Warranty is limited to the purchase price of the Dwelling. The choice among repair, replacement or payment is the Builder's.

In the event the Builder repairs or replaces, or pays the cost of repairing or replacing, any defect covered by this Limited Warranty for which the Purchaser is covered by other insurance, said Purchaser shall, upon request by the Builder, assign the proceeds of said insurance to the Builder

to the extent of the cost to the Builder of such repair or replacement.



VII. THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OF ANY KIND GIVEN BY BUILDER IN CONNECTION WITH THE CONSTRUCTION OR SALE OF THE HOUSE AND RELATING TO THE QUALITY OR CONDITION OF ANY PART OF THE HOUSE, OF THE LOT, OR OF ANY EQUIPMENT, FIXTURE, APPLIANCE OR OTHER PROPERTY SUPPLIED WITH THE HOUSE EXCEPT AS PROVIDED HEREIN. ALL OTHER EXPRESS OR IMPLIED WARRANTIES PERTAINING TO THE DWELLING, ITS MATERIALS, EQUIPMENT, FIXTURES OR APPLIANCES ARE SPECIFICALLY DISCLAIMED AND EXCLUDED BY THE BUILDER INCLUDING BUT NOT LIMITED TO, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND FITNESS FOR HABITATION. IN NO EVENT SHALL BUILDER BE RESPONSIBLE TO PURCHASER FOR INCIDENTAL, INDIRECT, CONSEQUENTIAL OR DELAY DAMAGES OF ANY KIND ARISING OUT OF OR RELATING TO THE BUILDER'S ALLEGED FAILURE TO COMPLY WITH THE TERMS OF THIS LIMITED WARRANTY OR ANY OTHER WARRANTY WHETHER OR NOT EXCLUDED HEREIN. NO OFFICER, EMPLOYEE OR AGENT OF BUILDER IS AUTHORIZED TO GRANT ANY OTHER EXPRESS WARRANTY OR MODIFY THE PROVISIONS OF THIS LIMITED WARRANTY AT ANY TIME.

VIII. All claims, disputes and other matters in question between the Builder and Purchaser concerning completion of the Dwelling, performance of any "punch list" or punch list item, performance of items on the "Completion Report" and any and all other items arising out of, or relating to, the Builder's Limited Warranty, shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association. Notice of the Demand for Arbitration shall be filed in writing with the other party to the Limited Warranty and with the Washington, D.C. office of the American Arbitration Association and shall be made within a reasonable time after the claim, dispute or other matter in question has arisen, and in no event shall it be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations. Purchaser agrees to make the Dwelling and any alleged defects available for inspection by the Builder and its representatives upon reasonable notice. This arbitration clause shall not apply to disputes involving items, which are "consumer products" within the meaning of the Magnuson-Moss Warranty Act. The decision of the arbitrator(s) shall be binding by any court of competent jurisdiction. This agreement to arbitrate shall be specifically enforceable under the laws of the State of Maryland.

IX. This Limited Warranty is transferable only to the extent that the contract is transferable and is for the use and benefit of the Purchaser, only during the occupancy of the premises within the Warranty Period.

IN WITNESS WHEREOF, _____, has caused this Limited Warranty to be executed and the same has been accepted by the Purchaser as evidenced by their

signature hereto on this day, _____, 2017. The effective date of this Limited Warranty will be the date of possession or transfer of record title, whichever occurs first.



By:

Spring Valley Builders LLC

Stephen Schultze
Stephen Schultze, managing member

9/12/17

Date

Date

NOTICE TO BUYER

Required by Montgomery County Office of Consumer Affairs

Montgomery County law does not require this builder to furnish any bond, insurance, or other financial security to guarantee the builder's performance of its warranty obligations. If a builder has promised you any other bond, insurance, or security to guarantee the performance of its warranty obligations, that bond, insurance, or security must be listed here:

None.

I, the buyer, acknowledge that I have read and understand the above notice.

Buyer: _____
Co-buyer: _____



STATE OF MARYLAND
REAL ESTATE COMMISSION

Understanding Whom Real Estate Agents Represent

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Agents Who Represent the Seller

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

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Dual Agents

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

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

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

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

We, the ☐ Sellers/Landlord ☒ Buyers/Tenants acknowledge receipt of a copy of this disclosure and that Allied Realty Corp (firm name) and Mary J. Murphy (salesperson) are working as:

(You may check more than one box but not more than two)

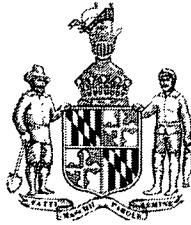
☒ seller/landlord's agent
☐ subagent of the Seller
☐ buyer's/tenant's agent

Signature _____ (Date) _____ Signature _____ (Date) _____

* * * * *

I certify that on this date I made the required agency disclosure to the individuals identified below and they were **unable or unwilling** to acknowledge receipt of a copy of this disclosure statement.

Name of Individual to whom disclosure made _____	Name of Individual to whom disclosure made _____
Agent's Signature _____	(Date) _____



STATE OF MARYLAND
REAL ESTATE COMMISSION

Understanding Whom Real Estate Agents Represent

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We, the ☒ Sellers/Landlord ☐ Buyers/Tenants acknowledge receipt of a copy of this disclosure and that _____ (firm name) and _____ (salesperson) are working as:

(You may check more than one box but not more than two)

- ☐ seller/landlord's agent
- ☐ subagent of the Seller
- ☒ buyer's/tenant's agent

Signature	(Date)	Signature	(Date)
Spring Valley Builders, LLC			
* * * * *			

I certify that on this date I made the required agency disclosure to the individuals identified below and they were **unable or unwilling** to acknowledge receipt of a copy of this disclosure statement.

_____ Name of Individual to whom disclosure made	_____ Name of Individual to whom disclosure made
_____ Agent's Signature	_____ (Date)



STATE OF MARYLAND
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Signature (Date)

* * * * *

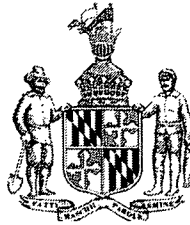
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Name of Individual to whom disclosure made

Agent's Signature

(Date)



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(You may check more than one box but not more than two)

☒ seller/landlord's agent

☐ subagent of the Seller

☐ buyer's/tenant's agent

Signature

(Date)

Signature

(Date)

Stephen Schultze
Spring Valley Builders LLC

9/12/17

Stephen Schultze, managing member

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Agent's Signature

(Date)