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Property Disclosures

8907 Hempstead Avenue
Bethesda, MD 20817

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: 8907 Hempstead Ave, Bethesda, MD 20817-3560

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

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

LAUNDRY

- ☒ 1 Washer
- ☒ 1 Dryer

ELECTRONICS

- ☒ Alarm System
- ☐ Intercom
- ☐ Satellite Dishes

LIVING AREAS

- ☐ Fireplace Screen/Door
- ☒ 3 Gas Log
- ☐ Ceiling Fans
- ☐ Window Fans
- ☒ Window 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
- ☒ Garage Door Opener
- ☒ 1 Garage Door Remote/Fob
- ☐ Back-up Generator
- ☒ Radon Remediation System
- ☐ Solar Panels
- ☒ 1 steam shower
- ☒ 2 aqua-pure h2o filt

EXCLUSIONS: Following items convey AS IS: Rear deck/steps; Shed; flagstone walkway/steps

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 Michael J. Kay

Date 2/6/18

Seller Nancy R. Kay

Date 2/6/18

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

The Contract of Sale dated _____ between Seller Michael J. Kay, Nancy R. Kay and Buyer _____ for the Property referenced above is hereby amended by the incorporation of this Addendum.

Seller (sign only after Buyer)

Date

Buyer

Date

Seller (sign only after Buyer)

Date

Buyer

Date



MARYLAND RESIDENTIAL PROPERTY DISCLOSURE AND DISCLAIMER STATEMENT

Property Address: 8907 Hempstead Ave, Bethesda, MD 20817-3560

Legal Description: Ayrlawn; Block 1; Lot 2

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?

Purchased 1991; rebuilt (teardown & completely rebuilt 2002)

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 75 gal Age 5 yrs ☐ 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 15 yrs

Comments: 25 yr lifetime

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 _____ ☐ Unknown

Comments: _____

10. Water Supply: Any problem with water supply?

☐ Yes

☒ No

☐ Unknown

Comments:

Home water treatment system:

☒ Yes

☐ No

☐ Unknown

Comments: (2) Aqua-Pure water filters - Kitchen & Kitchenette

Fire sprinkler system:

☐ Yes

☒ No

☐ Unknown

☐ Does Not Apply

Comments:

Are the systems in operating condition?

☒ Yes

☐ No

☐ Unknown

Comments:

11. Insulation:

In exterior walls?

☒ Yes

☐ No

☐ Unknown

In ceiling/attic?

☒ Yes

☐ No

☐ Unknown

In any other areas?

☒ Yes

☐ No

Where?

Comments: Sound insulation in master suite wall at stairwell

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: # Whole House Treatment following construction

14. Are there any hazardous or regulated materials (including, but not limited to, licensed landfills, asbestos, radon gas, lead-based paint, underground storage tanks, or other contamination) on the property?

☐ Yes

☐ No

☒ Unknown

If yes, specify below

Comments:

15. If the property relies on the combustion of a fossil fuel for heat, ventilation, hot water, or clothes dryer operation, is a carbon monoxide alarm installed in the property?

☒ Yes

☐ No

☐ Unknown

Comments:

16. Are there any zoning violations, nonconforming uses, violation of building restrictions or setback requirements or any recorded or unrecorded easement, except for utilities, on or affecting the property?

☐ Yes

☒ No

☐ Unknown

If yes, specify below

Comments:

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 Michael J. Kay Date 12/16/17

Owner Nancy R. Kay Date 12/17/17

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 8907 Hempstead Ave,
City Bethesda, State MD Zip 20817-3560 between
Seller Michael J. Kay, Nancy R. Kay 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, the City of Rockville, or the City of Gaithersburg? ☐ 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://permittingervices.montgomerycountymd.gov/DPS/general/Home.aspx>. For well and/or septic field locations, visit <http://permittingervices.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 (category)</u> This category affects the availability of water and sewer service as follows (if known) <u>Water & Sewer available to property</u>.</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: N/A
2. The status of any pending water and sewer comprehensive plan amendments or service area category changes that would apply to the Property: N/A

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) or deferred water and sewer charges 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 \$ _____, 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.

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:

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 \$ _____ 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.shtm 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. **If applicable, GCAAR Conservation Easements Addendum is hereby provided.** See www.montgomeryplanning.org/environment/forest/easements/easement_tool.shtm 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.shtm>, 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:**

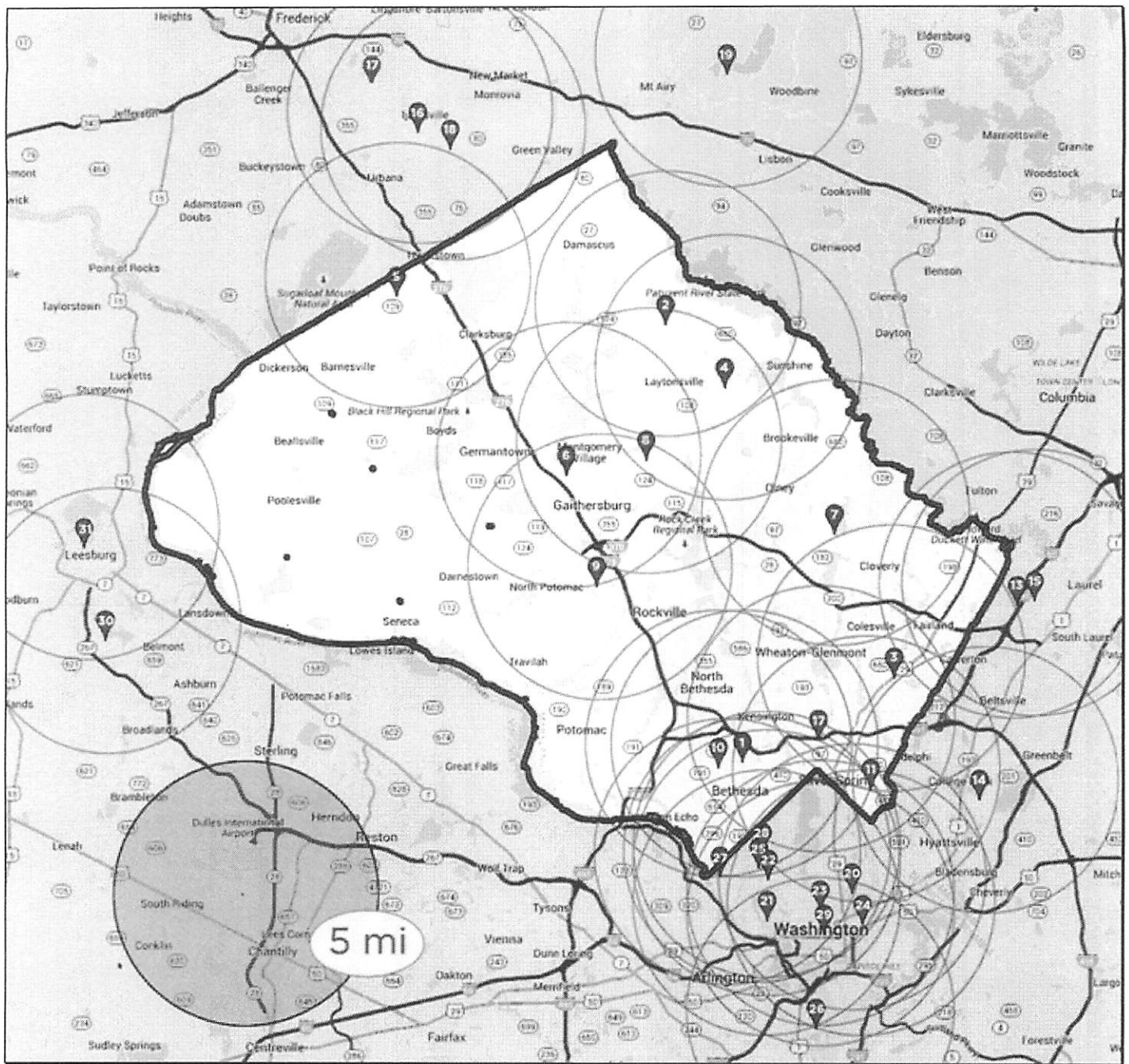
- A. **Forest Conservation Law:** The Buyer is notified that the cutting, clearing, and grading of more than 5,000 square feet of forest or any champion tree on the Property is subject to the requirements of the **Forest Conservation Law**. The Buyer is required to comply with the Forest Conservation 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
13. **Holy Cross Germantown**, 19801 Observation Dr, Germantown, MD 20876

PRINCE GEORGE'S COUNTY

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

FREDERICK COUNTY

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

CARROLL COUNTY

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

DISTRICT OF COLUMBIA

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

VIRGINIA

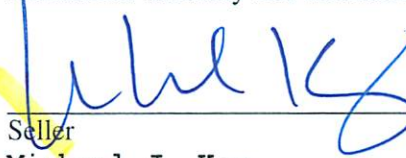
30. **Ronald Reagan Washington National Airport**, Arlington County 20001
31. **Leesburg Executive**, 1001 Sycolin Road, Leesburg, 22075
32. **Loudoun Hospital Center**, 224 Cornwall, NW, Leesburg, 22075


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.

 12/16/17
 Seller Date Buyer Date
Michael J. Kay

 12/16/17
 Seller Date Buyer Date
Nancy R. Kay




Roberts Radon, L.L.C.
23604 Rolling Fork Way
Gaithersburg, MD 20882
301-750-2695
robertsradon@gmail.com
www.robertsradon.com

Wednesday, December 20, 2017

Michael Kay
8907 Hempstead Ave
Bethesda, MD 20817

Dear Michael,

At your request, ROBERTS RADON conducted a **Short Term Radon Test** at the address above. We tested the basement according to the ANSI/AARST Protocol for measurement in Homes. The results of our tests show that the average radon level in the basement was **1.1 pCi/L**. Closed home conditions were in effect during the entire test.

Test Type:	Short Term Radon Test
Start:	12/18/2017 10:31 AM
End Time:	12/20/2017 10:43 AM
Test Delay set:	Zero
Test Location:	Basement
Test Device:	Radstar RS300
Serial #:	4200
Calibration date:	2/22/17
Test Conditions:	Closed Home
Tested by:	Nathan Tsas NRPP ID#108987 RT Expires 12/31/2018 
Tampering Detected	No

Recommendation:

At 1.1 pCi/L., the radon test result is below the EPA action level of 4.0 pCi/L. No further action is required. The EPA suggests that you may want to test again in the future to ensure that radon levels remain below the action level. If the property tested uses water from a private well, you may wish to consider testing for radon in water.

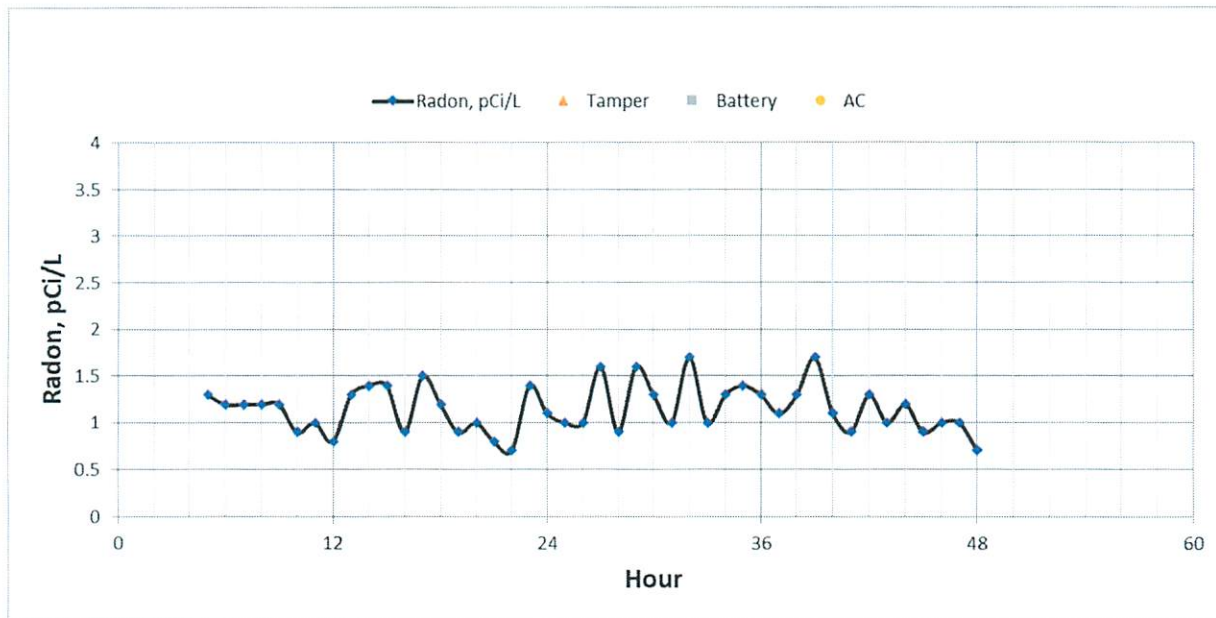
What the EPA says about Radon in the US.

The average indoor radon level is estimated to be about 0.7 pCi/L, and about 0.4 pCi/L of radon is normally found in the outside air. The U.S. Congress has set a long-term goal that indoor radon levels be no more than outdoor levels. While this goal is not yet technologically achievable in all cases, most homes today *can* be reduced to 2 pCi/L or below. However, EPA believes that any radon exposure carries some risk—no level of radon is safe. Even radon levels below 4 pCi/L pose some risk, and you can reduce your risk of lung cancer by lowering your radon level.



Roberts Radon, L.L.C.
23604 Rolling Fork Way
Gaithersburg, MD 20882
301-750-2695
robertsradon@gmail.com
www.robertsradon.com

Measurement detail:



Continuous Radon Monitor

Accurate measurements & Durable

- Continuous measurement of radon gas, hourly and average readings
- Internal memory
- Unaffected by power surges or fluctuations
- Accurate measurements in a wide range of temperatures and relative humidity
- Nominal sensitivity: 0.27 cpm/pCi/L
- Ionization chamber detector
- Field worthy, sturdy construction, no moving parts
- Annual calibration



Roberts Radon, L.L.C.
 23604 Rolling Fork Way
 Gaithersburg, MD 20882
 301-750-2695
 robertsradon@gmail.com
 www.robertsradon.com

Detail Measurements:

RadStar RS300			
Radon Detector/Monitor			
Serial #04200			
Calib. #31000 Bkgnd03			
TestID #30222			
Interval Report			
Hour	pCi/L	Hour	pCi/L
1	0.8	25	1.0
2	1.2	26	1.0
3	0.5	27	1.6
4	1.8	28	0.9
5	1.3	29	1.6
6	1.2	30	1.3
7	1.2	31	1.0
8	1.2	32	1.7
9	1.2	33	1.0
10	0.9	34	1.3
11	1.0	35	1.4
12	0.8	36	1.3
13	1.3	37	1.1
14	1.4	38	1.3
15	1.4	39	1.7
16	0.9	40	1.1
17	1.5	41	0.9
18	1.2	42	1.3
19	0.9	43	1.0
20	1.0	44	1.2
21	0.8	45	0.9
22	0.7	46	1.0
23	1.4	47	1.0
24	1.1	48	0.7
Avg: 1.1			
Max: 1.7			
Min: 0.7			



WSSC Property Information

Owner Name: KAY MICHAEL J & Address: 008907 HEMPSTEAD AVE
SubDivision: AYRLAWN Block/Lot: 1 /2
Sub Code: 0060 Parcel: 0
Electoral District: 07 Tax Account: 00580215
County: Montgomery



The following is the requested information with regard to the above mentioned property:

Charge Number	Water/Sewer	Type of Charge	Effective Year	Final Pay Year	Annual Charge	Amt To PayFull	Charge Status
1	WATER	H-C	1950	1949	0.00	0.00	Paid Cash
2	SEWER	H-C	1950	1949	0.00	0.00	Paid Cash
3	WATER	FFBC	1951	1990	0.00	0.00	Paid in Full
4	SEWER	FFBC	1951	1990	0.00	0.00	Paid in Full
5	WATER	H-C	0	0	0.00	0.00	Redeemed
6	WATER	H-C	0	0	0.00	0.00	Paid Cash
Total:					\$0.00	\$0.00	

NOTES.

1. "Pay in Full" quotations are valid through May 31, 2018. Remittances must be received by May 31, to remove this year's annual charge from the July property tax bill.
2. Actual "Pay in Full" amount may be lower if acquirer is a government agency. For more information, please contact Property Assessments at 301-206-8032
3. Please attach a copy of this form with your payment if you wish to pay in full one or more of the assessment charges and mail to:
14501 Sweitzer Lane, Laurel, MD 20707-5902. Attention: Property Assessments.



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: 8907 Hempstead Ave, Bethesda, MD 20817-3560

☐ 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.

2002 construction
no lead paint 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.

Michael J. Kay 12/16/17
Seller Date

Nancy R. Kay 12/16/17
Seller Date

Mary J. Murphy 10/11/17
Agent for Seller, if any Date

Buyer Date

Buyer Date

Agent for Buyer, if any Date



MARYLAND LEAD POISONING PREVENTION PROGRAM DISCLOSURE

8907 Hempstead Ave

Property Address: Bethesda, MD 20817-3560

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

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

AND

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

*2002 construction
No lead paint whatsoever*

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 _____ / _____ 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.

Seller Michael J. Kay 12/16/17 Date

Buyer _____ Date

Seller Nancy R. Kay 12/16/17 Date

Buyer _____ Date

Seller's Agent Mary J. Murphy 10/11/17 Date

Buyer's Agent _____ Date

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Utility Cost and Usage History Form

For use in Montgomery County, Maryland

Address: 8907 HEMPSTEAD AVE, BETHESDA, MD 20817

Month	Year		Electric	Gas *	Heating Oil
NOV	2017	Total Cost:	105.19	21.87 (150.00)	N/A
		Total Usage	809	130.8	
OCT	2017	Total Cost:	215.67	N/A	
		Total Usage	1512	33.1	
SEP	2017	Total Cost:	176.70	101.50	
		Total Usage	1270	32.0	
AUG	2017	Total Cost:	255.52	100.00	
		Total Usage	1712	34.1	
JUL	2017	Total Cost:	412.59	100.00	
		Total Usage	2680	30.9	
JUN	2017	Total Cost:	235.40	100.00	
		Total Usage	1565	36.0	
MAY	2017	Total Cost:	121.44	100.00	
		Total Usage	821	33.1	
APR	2017	Total Cost:	31.18	100.00	
		Total Usage	532	50.7	
MAR	2017	Total Cost:	82.47	133.00	
		Total Usage	541	141.3	
FEB	2017	Total Cost:	106.84	133.00	
		Total Usage	718	140.4	
JAN	2017	Total Cost:	121.44	133.00	
		Total Usage	844	219.7	
DEC	2016	Total Cost:	162.87	133.00	✓
		Total Usage	747	186.0	N/A

* ON BUDGET PLAN W/ WASH. GAS UNTIL SEP. 2017

Seller/Owner (Indicate if sole owner)

Michael Kay

12/16/17

Date

Seller/Owner (Indicate if sole owner)

Nancy R. Kay

12/16/17

Date

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Utility Cost and Usage History Form

For use in Montgomery County, Maryland

Address: 8907 HEMPSTEAD AVE, BETHESDA, MD 20817

Month	Year		Electric	Gas	Heating Oil
		Total Cost:			
		Total Usage			
		Total Cost:			
		Total Usage			
		Total Cost:			
		Total Usage			
		Total Cost:			
		Total Usage			
		Total Cost:			
		Total Usage			
		Total Cost:			
		Total Usage			
		Total Cost:			
		Total Usage			
JAN	2018	Total Cost:	138.54		
		Total Usage	993		
DEC	2017	Total Cost:	103.10	170.38	
		Total Usage	740	169.1	
Nov	2017	Total Cost:	105.19	140 21.87	
		Total Usage	809	130.8	
OCT	2017	Total Cost:	215.67	(-118.25)	
		Total Usage	1512	33.1	

W. Kelly
Seller/Owner (Indicate if sole owner)

2/1/18
Date

James R. Kay
Seller/Owner (Indicate if sole owner)

2/6/18
Date

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Previous editions of this form should be destroyed



Custom Exterior Features

- Three-level home with cement siding and stone
- 25-year Certainteed standard composition roof shingles
- Front covered porch with Douglas Fir bead board ceiling and recessed lighting
- Standing seam metal roof with snow guards over front porch
- Flagstone walkway and stairs from front entry to driveway
- Custom front entry Barber Ross fiberglass door w/ Schlage lock set; other exterior doors Barber Ross steel
- Concrete 2-car driveway; two-car attached garage with Liftmaster automatic door openers & keypad
- Oversized gutters and downspouts
- Weather-proof electrical outlet

Custom & Upgraded Interior Features

- Oak hardwood 2 1/2" sand-in-place flooring throughout main level, main stairs to upper-level hall, upper-level hall, and stairs to lower level
- Oak handrails and wood spindles with oak newel posts
- Trey ceiling in master suite
- Nine-foot ceilings in main level and lower level, 8' in upper level
- Six-panel smooth doors with Schlage stainless hardware throughout entire house
- Custom moulding package throughout
- (3) gas fireplaces: family room, master suite, and lower-level recreation room
- Built-in buffet with granite top and floating glass shelving and custom lighting in dining room
- Wall-to-wall carpeting in finished lower level, and all bedrooms
- Slate hearth and surround with built-in TV nook in family room
- Lower-level rec room with 5th bedroom, full bath, exercise/media room, and storage
- Cat 5e wiring throughout entire home
- Custom recessed lighting package throughout
- Family room and lower-level rec room are pre-wired for speakers
- Wired w/ built-in security system in main and lower levels with 2 control pads
- Additional 77 sq. ft. of utility/storage room in lower level, with large utility sink
- Utility/storage room has 2 entries, 1 from interior finished lower level, and 1 directly from the garage

Kitchen

- Shrock Princeton maple cabinets
- Granite countertops and custom tile back splash
- Pantry with built-in multi-swivel shelving
- Undermount kitchen cabinet lighting
- Energy Star Appliance Package includes:
 - 48" Sub Zero side-by-side built-in refrigerator with water and ice dispenser, stainless steel
 - GE 30" double wall oven (convection upper, and thermal lower), stainless steel
 - Thermador 36" cook top, stainless steel
 - Bosch dishwasher, stainless steel
 - GE microwave oven
- Extra-large undermount kitchen sink, stainless steel
- Badger 5 InSinkErator disposal
- Island with seating space for three and storage
- Large eat-in breakfast area
- Aqua Pure water filters in kitchen and kitchenette
- "Instant Hot" water dispenser at sink for immediate hot water

Bedrooms & Baths

- 2 walk-in custom designer closets in master suite
- Jetted tub and separate steam shower in master bath
- Custom shower door swings in and out
- Custom vanities (raised 2") with granite countertops in master and secondary baths
- Chrome finish fixtures in master bath and secondary baths
- Custom countertop-to-ceiling mirror in master bath
- Custom tile in all full baths, including custom niches in bath and shower spaces
- Built-in window seat and shelving in secondary bedroom (upper level)
- Bedrooms wired for ceiling fans
- Professionally decorated and coordinated color schemes

Upper-level Laundry

- Kenmore dryer (**December, 2017**) and washer
- Tile floor with counter top and utility sink
- Built-in ironing board with 20A circuit with automatic shut off, and adjustable ironing surface

Energy Efficient Package

- Two-zone heating and air conditioning
- Hi-efficiency furnaces - only natural gas heating (no heat pumps)
- Programmable thermostats
- 75-gallon hi-efficiency domestic hot water heater (**October, 2012**)
- Aprilaire humidifier in lower level
- Aprilaire media filters on each furnace
- Double-hung Barber Ross windows
- 400-amp electrical service
- Insulation: R-13 walls, R-30 attic, and R-11 basement walls
- All windows, doors, and outlets are energy-sealed
- Entire house wrapped in Tyvek
- Whole house ventilation system to maximize healthy indoor air quality
- All duct work sealed

Additional Information

- Built by Welty Homes, 2002
- All window treatments convey, as is
- Lot size: 7,983 sq.ft.
- Freshly painted interior and exterior, (**January, 2018**)
- New light fixtures in dining room, master bedroom, breakfast area, powder room, and stairway landing (**January, 2018**)



Estimated property tax and non-tax charges FY 2018 ~\$12,224.68

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.



mk

** lot 2 Block 1*

PLAT No 2517 ENGINEER'S CERTIFICATE

I hereby certify that the plan shown hereon is correct, that it is a subdivision of part of the lands conveyed by The American Security Trust Company, Trustees under the last will and testament of John C. Lefts, deceased, to the Stear-Marks Corporation by deed dated September 20, 1946 and recorded in Liber _____ at Folio _____ on October 3, 1946, among the Land Records of Montgomery County, Maryland, and that iron pipes marked thus o and stone marked thus * are in place as shown.

Date April 13, 1950 By MADDOX & HOPKINS, INC.
By MADDOX & HOPKINS, INC.
REGISTERED LAND SURVEYOR #1585

OWNER'S DEDICATION

We, The Stear-Marks Corporation, a Maryland Corporation by Morris A. Marks, President, and Solomon Grossberg, Secretary, owners of the property shown and described hereon, hereby adopt this plan of subdivision, establish the minimum building restriction lines and dedicate the streets and paths to public use.

Date: April 13, 1950 THE STEAR-MARKS CORPORATION
 Attest: Solomon Grossberg By Morris A. Marks
 SOLVANT GROSBURG SECRETARY MORRIS A. MARKS, PRESIDENT

There are no such of action, losses, liens or trusts on the property included in this plan of subdivision.

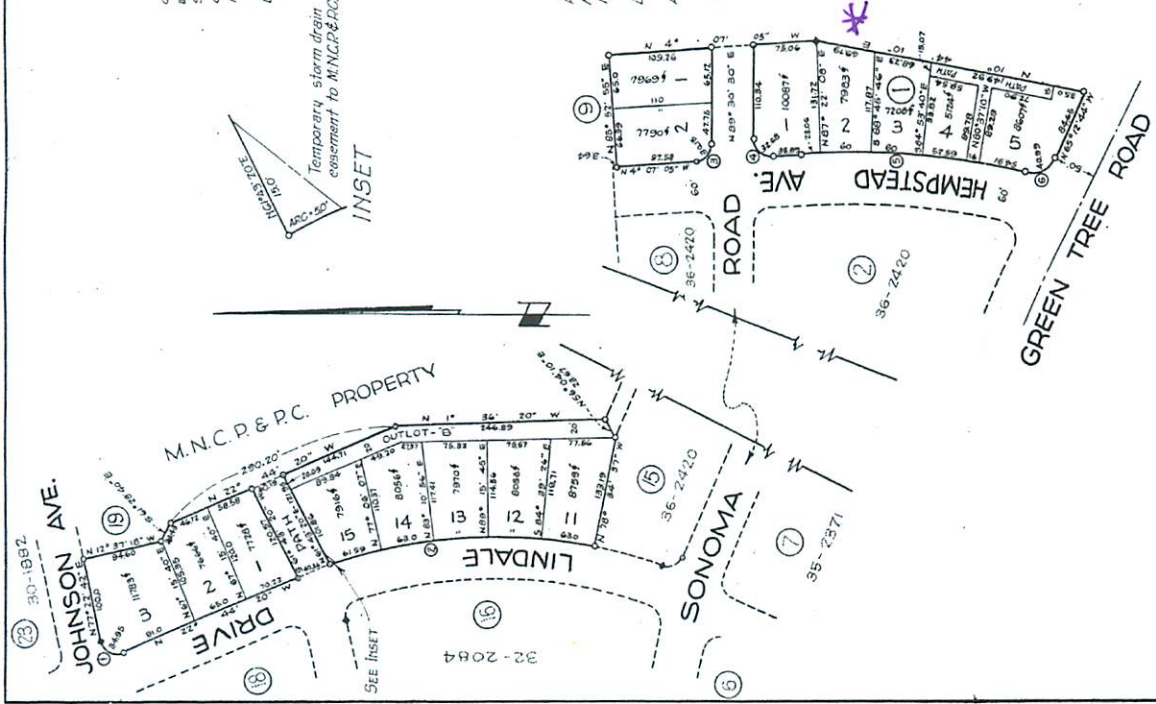
CURVE DATA				CHORD
N	Rad	Ac	Δ	LENGTH
1	25.00	24.95	100° 07' 02"	30.67
2	25.00	24.95	117° 19' 17"	30.67
3	25.00	24.95	117° 19' 17"	30.67
4	25.00	24.95	117° 19' 17"	30.67
5	25.00	24.95	117° 19' 17"	30.67
6	25.00	24.95	117° 19' 17"	30.67

- LOTS 1 to 5 BLOCK-1
- LOTS 1 & 2 BLOCK-9
- LOTS 11 to 15 BLOCK-15
- LOTS 1 to 3 BLOCK-19

"AYRLAWN"

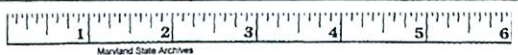
MONTGOMERY COUNTY, MARYLAND
 Scale: 1" = 100'
 April, 1950

MADDOX & HOPKINS, INC.
 CIVIL ENGINEERS
 SILVER SPRING, MD.



WASHINGTON SUBURBAN SANITARY COMMISSION
 APPROVED: APRIL 19, 1950
 SUITABLE FOR WATER & SEWER DESIGN
 WITHOUT COMMITMENT AS TO INSTALLATION

THE MARYLAND NATIONAL CAPITAL PARK & PLANNING COMMISSION
 APPROVED: APRIL 13, 1950
 DATE
John E. Main CHAIRMAN
Guy F. Hinkle SECRETARY-TREASURER
 M.N.C.R.P.C. RECORD FILE NO. 132-38



03/15/2002 15:41 3013098603

WITMER ASSOCIATES

PAGE 02

EMP#	DATE
FIELD	11-28 2/14/02
COMP.	10 3/13/02
GRAPHICS	10-25 3/13/02
CHECKED	10-26 3/13/02

STREET ADDRESS: #8907 Hempstead Avenue

BUILDING PERMIT NUMBER: 265897

HEMPSTEAD AVENUE

LOT 1
P.B. 37 P. 2517LOT 2
7,983 Sq. Ft.LOT 3
P.B. 37 P. 2517MONTGOMERY COUNTY
Department of Permitting Services

Approved

Date

SURVEYOR'S CERTIFICATE

This survey has been completed to satisfy requirements of a transfer, a financing or a refinancing of the subject site. It does not reflect a boundary survey to be relied upon for the accurate location of property lines, construction of fences or other improvements.

I hereby certify that the property indicated herein is shown in accordance with the Subdivision Plat and/or description of property that the improvements, as shown, have been located by the surveyor's survey practices; and that all visible improvements are shown.

3/14/02 (Wall Check)

Date

JOHN R. WITMER

Professional Land Surveyor

MD. No. 13539

WALL CHECK

FINAL LOCATION PLAT

LOT 2 ~ BLOCK 1

AYRLAWN

PLAT BOOK 37 PLAT 2517

MONTGOMERY COUNTY, MARYLAND

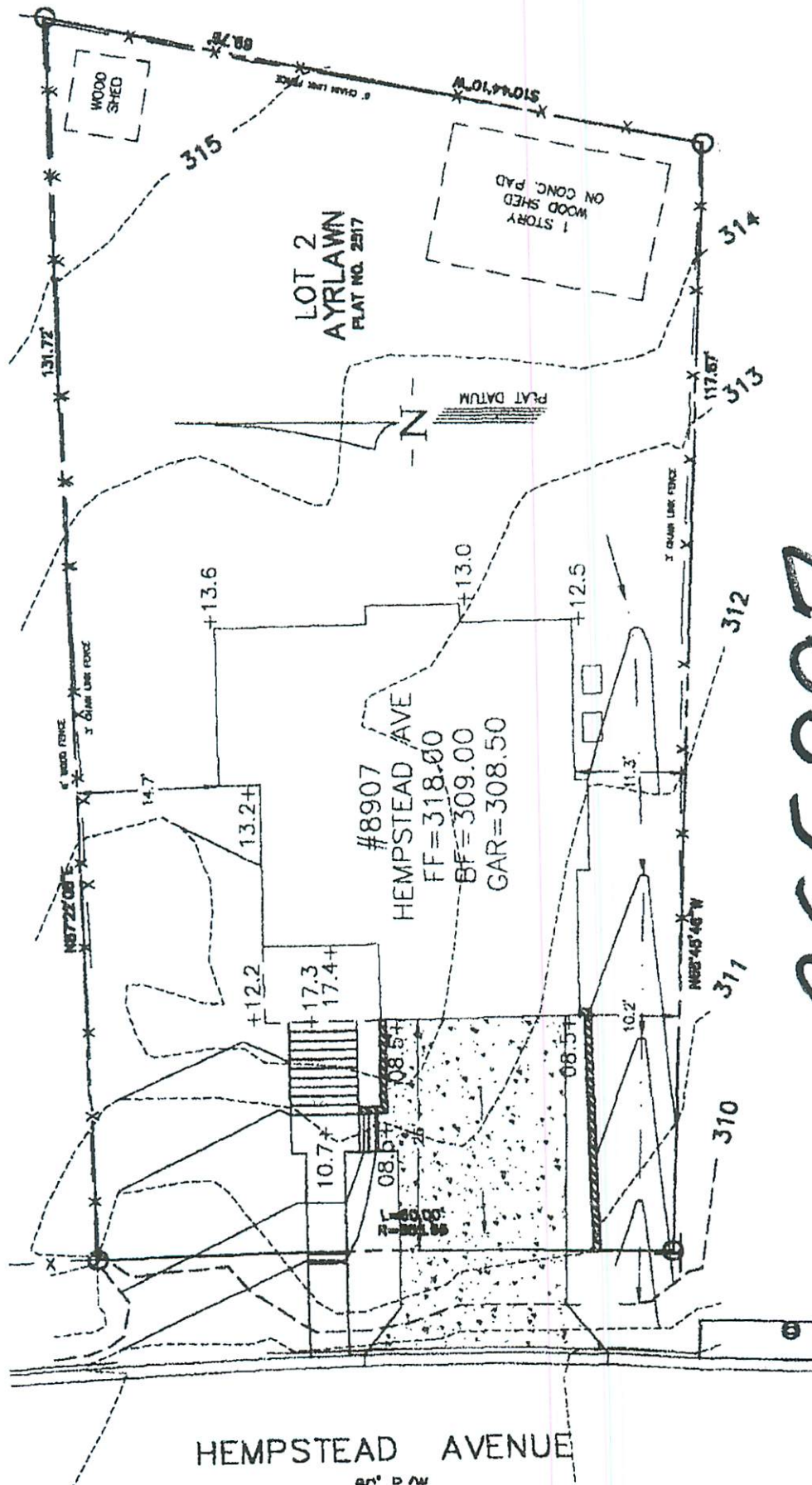
SCALE: 1" = 20' MARCH 2002

WITMER ASSOCIATES, LLC

LAND SURVEYING - LAND PLANNING & DESIGN

354-A Hungerford Drive, Rockville, MD 20850
Tel: (301) 309-8800 Fax: (301) 309-8833

Tolerance for measurements indicated hereon = 0.25'



ADDITION FOR:

MR. & MRS. MICHAEL J. KAY

8907 HEMPSTEAD AVENUE, BETHESDA, MD 20817

MONTGOMERY COUNTY
Department of Permitting Services

Approved: C. Lapp
Date: 1/24/97

GENERAL STRUCTURAL
ARRANGEMENT APPROVED
SUBJECT TO FURTHER
APPROVAL OF CONSTRUCTION

Compliance with the CABO Model Energy Code
(as noted on the)

- ☐ Montgomery County Energy Worksheet
- ☒ MEC/Check Compliance Report
- ☐ CASP MEC Compliance Report
- ☐ Other: _____

RECH. SYSTEMS, CO.
THESE PLANS MUST COMPLY WITH
SECTION 103.1 OF THE 1993
CABO 1 & 2 FAMILY DWELLING
CODE AS AMENDED BY MONT. CO.

NOTE
EACH BEDROOM SHALL HAVE
AT LEAST ONE WINDOW WITH A
CLEAR OPENING OF FIVE SQUARE
FEET. THE MINIMUM CLEAR
WIDTH SHALL BE 20" AND THE
MINIMUM CLEAR HEIGHT SHALL
BE 27". THE SILL HEIGHT
SHALL NOT BE MORE THAN 44"
ABOVE THE FLOOR.

Y COUNTY
SERVICES
IS NOTED

PROVIDE A "PERMIT TAG"
FRAMING PLAN SIGNED & SEALED
BY TRUSS MANUFACTURER
& FRAMING INSPECTOR

CHANGES OR MODIFICATIONS TO
THESE PLANS MAY REQUIRE
RESUBMITTAL WITH ADDITIONAL
PERMIT FEES. NO CHANGES
CAN BE MADE TO THE APPROVED
DRAWINGS

Smoke detectors shall be installed in
accordance with Section 516
of the 2001 One and Two Family
Dwelling Code as amended.

RECH. SYSTEMS, CO.
THESE PLANS MUST COMPLY WITH
SECTION 103.1 OF THE 1993
CABO 1 & 2 FAMILY DWELLING
CODE AS AMENDED BY MONT. CO.

GENERAL NOTES

- 1) All construction to be in conformance with CABO, one and two family dwelling code, 1993 edition & all MONTGOMERY COUNTY additions and revisions thereto.
- 2) Design live loads:
 - Sleeping room load ... 30 p.s.f.
 - Floor load ... 40 p.s.f.
 - Roof load ... 30 p.s.f.
 - Deck load ... 40 p.s.f.
 - Garage load ... 50 p.s.f.
- 3) Soil bearing to be 2000 p.s.f. minimum.
- 4) Design wind load 20 p.s.f.
- 5) Maximum height of fill above basement slab to be 3'-0"
- 6) Bottom of all concrete footings to be 24" minimum below finished grade.
- 7) Foundation walls shall comply to CABO, Sec. R-401, thru 404.
- 8) Foundation drainage shall comply to CABO, Sec. R-405.
- 9) Foundation waterproofing shall comply to CABO, Sec. R-406.
- 10) Top of garage slab to be 4" below any adjacent finished floor.
- 11) Attached Garages shall comply to CABO, Sec. R-309.
- 12) Concrete floors shall comply to CABO, Sec. R-305.
- 13) All concrete to be 150 p.s.f. and conform to the latest A.C.I. 318 specifications. Porches, garages, steps and steps exposed to weather, to be 3000 p.s.f. or entrained concrete. Foundation walls, exterior walls and other vertical concrete work to be 3000 p.s.f. or entrained concrete. All other concrete to be 3000 p.s.f.
- 14) All c.m.u. used in basement and foundation walls shall be load bearing units conforming to A.S.T.M. C 90-70 for hollow units. At wood post and wood beam bearing locations on c.m.u. wall cells shall be filled solid with grout or mortar for top two course minimum.
- 15) All c.m.u. walls shall have standard truss type DWR-O-WALL bed joint reinforcing at minimum 16" vertical spacing.

- 16) All brick units used in exterior shall conform to A.S.T.M. C 62 or A.S.T.M. C 216.
- 17) All mortar shall be type "S" conforming to A.S.T.M. C 270-82.
- 18) Backfilling against basement walls shall not be performed until first floor framing is in place and top of reinforced c.m.u. walls are braced against overturning.
- 19) Maximum allowable lateral pressure on basement walls 30 p.s.f.
- 20) All reinforcing steel to be grade 40 and conform to A.S.T.M. Spec. A 615. Unless otherwise noted.
- 21) Steel post cap plates to conform to A.S.T.M. Spec. A 36, $F_y = 36,000$ p.s.i. Bolts shall be A.S.T.M. A 307 or better.
- 22) Steel columns in basement to be adjustable 3/4" S40 columns unless specified otherwise.
- 23) All structural wood framing, including roof and floor sheathing to be in accordance with the "National Forest Products Association Construction", published by The National Forest Products Association. Framing lumber shall be of the following grades or better:

CLASSIFICATION	SIZE	BENDING F _b 's	MODULUS OF ELASTICITY E
POSTS #1 D.F.		1200	1600000
HEADERS, BEAMS, ROOF RIPS #1 S.P.	2x4	1850	1700000
	2x6	1850	1700000
	2x8	1500	1700000
	2x10	1300	1700000
	2x12	1250	1700000
RAFTERS, JOISTS AND STUDS #2 D.F.	2x4	1000	1500000
	2x6	1000	1500000
	2x8	1000	1500000
	2x10	1000	1500000
	2x12	1000	1500000
Comp-Lam Beams (F _y = 285 PSI)	or 2x60	2500	1900000

- 24) All headers to be 2 - 1 3/4" x 9 1/2" CL's unless specified otherwise.
- 25) Provide double jack studs at each end of headers and beams, 5'-0" and longer, unless noted otherwise.
- 26) Splices of the bottom and top portion of a double top plate must be staggered a minimum of 4'-0".

- 27) All roof, floor and girder trusses to be designed by truss manufacturer to carry required loads and to be installed according to manufacturer's specifications.
- 28) Contractor to provide architect with shop drawings for all roof and floor trusses for approval.
- 29) Provide solid blocking under all jack studs not bearing directly on posts or "J"s.
- 30) In those cases where floor trusses are not centered directly over the studs, splices of the top plate shall occur only over the studs.
- 31) Where installation of plumbing, heating or other pipes necessitates cutting of top plates, a metal tie not less than eighteen gauge, forty-five thousand (0.045") thickness and 1 1/2" wide shall be fastened to the plate across and to each side of the opening with not less than 16d nails.
- 32) Double beams, double hip and valley rafters shall be nailed securely together to ensure that the two members act conjointly in resisting the loaded load.
- 33) Unless specified otherwise provide the following metal over masonry openings:

BRICK *	1'-0"	1 1/2" x 1 1/2" x 1/4"
	1'-0"	1 1/2" x 1 1/2" x 1/4"
	8'-0"	1 1/2" x 1 1/2" x 1/4"
	9'-0"	1 1/2" x 1 1/2" x 1/4"
STONE	1'-0"	6" x 6" x 5/8"
	1'-0"	6" x 6" x 5/8"
	8'-0"	6" x 6" x 5/8"
	9'-0"	6" x 6" x 5/8"

* Provide one gage per 4" of brick thickness.
* Provide one gage per 6" of stone thickness.
All openings to have 4" bearing at each end and min.

- 34) All untreated lumber to be minimum of 5' above finished grade. All lumber in contact with concrete or c.m.u. to be pressure treated.
- 35) All prefab fireplaces to be U.L. rated and installed according to manufacturers specifications.
- 36) Fireplaces with terminations higher than 35'-0" above adjacent grade to be solid masonry.
- 37) Chimney and fireplace construction to be in accordance with CABO, Chapter 10 and fig. R-1003.1.

- 38) Fireplace hearth to project 20" from front of facing and 12" to side of opening.
- 39) Firestopping shall be provided according to CABO, Sec. R - 602.7. The integrity of all firestopping shall be maintained.
- 40) Draftstopping shall be provided according to CABO, Sec. R - 602.7.
- 41) Provide radon mitigation according to CABO, Sec. R - 324.
- 42) Provide interconnected smoke detectors to protect all floors, bedrooms, and basement according to CABO, Sec. R-316.
- 43) Stairways shall comply with CABO, Sec. R-314. Minimum headroom to be 6'-8" clear at all points. Minimum tread to be 9". Maximum rise to be 8 1/4" as per 4-97 amendments.
- 44) Handrails & guardrails shall comply to CABO, Sec. R-315.
- 45) All exits shall comply to CABO, Sec. R-310.
- 46) Sleeping room windows shall comply with CABO, Sec. R-310.2.1 & 4-97 amendments. Maximum sill height 44" above finished floor.
- 47) All glazing shall comply to CABO, Sec. R-308.
- 48) All ceiling heights shall comply to CABO, Sec. R-305.
- 49) All exterior wall coverings shall comply to CABO, Sec. R-703.
- 50) All gips shall comply to F.F.A. 54.
- 51) Electrical wiring must conform to the 1993 National Electrical Code and County Requirements.

Note: Builder shall provide roof framing plans signed and sealed by truss manufacturer and shop drawings for roof joists at framing inspection.
Note: Trusses shall be braced per manufacturers recommendations.

NOTE
EACH BEDROOM SHALL HAVE
AT LEAST ONE WINDOW WITH A
CLEAR OPENING OF FIVE SQUARE
FEET. THE MINIMUM CLEAR
WIDTH SHALL BE 20" AND THE
MINIMUM CLEAR HEIGHT SHALL
BE 27". THE SILL HEIGHT
SHALL NOT BE MORE THAN 44"
ABOVE THE FLOOR.

NOTE
THIS PERMIT DOES NOT INSURE
APPROPRIATE FOR ANY ELECTRICAL WORK.
YOU MUST HAVE A SEPARATE ELECTRICAL
PERMIT TO DO ANY ELECTRICAL WORK.
Electrical wiring must conform to
the 1993 National Electric
Code and County Requirements.

CLAUDE C. LAPP
ARCHITECT
11820 PARKLAWN DR.
ROCKVILLE, MD. 20852
TEL. 301-881-6856 FAX. 301-770-9163

265897

CHECKED BY		DATE	SECTION	JOB NO.
DRAWN BY		DATE	LOT NO.	BOOK
PHONE: 301-530-4364 FAX: 301-530-7242				
WELTY CONSTRUCTION COMPANY				
11020 PARKWAY DRIVE (S 100)				
ROCKVILLE, MD 20854				
PHONE: (301) 881-6856 FAX: (301) 770-9183				
ARCHITECT				
CLAUDE C. LAPP				

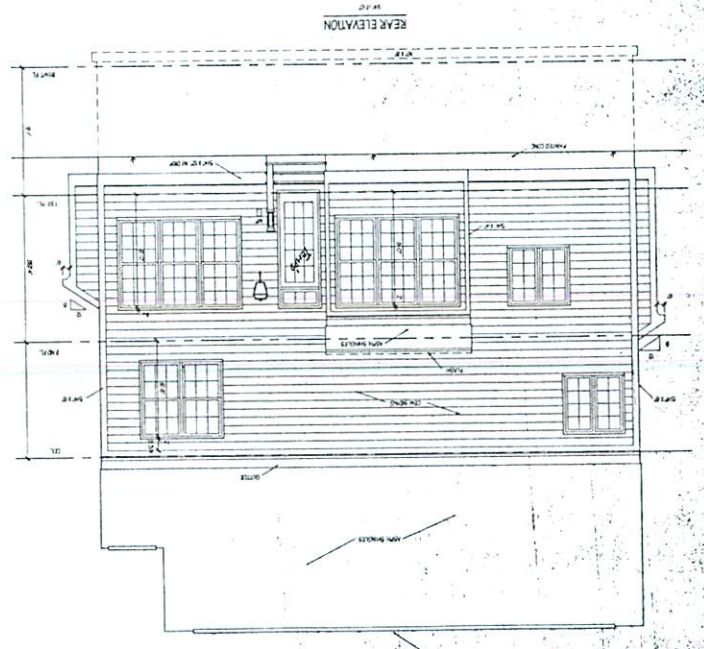
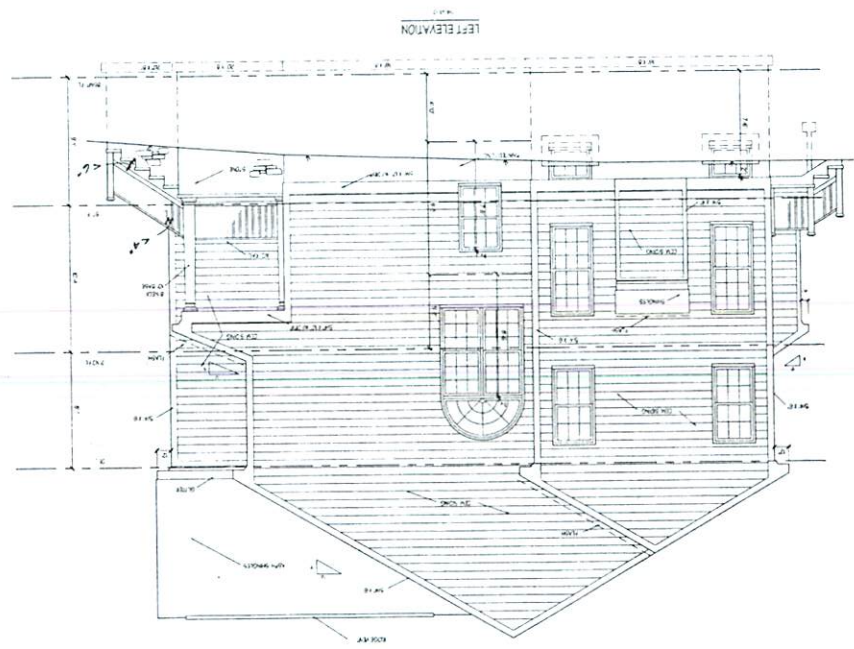
NOTE: All exterior walls shall be constructed of 8" concrete masonry units with 1/2" steel reinforcement bars. All exterior walls shall be finished with stucco or other approved finish.

NOTE: All interior walls shall be constructed of 5/8" steel reinforcement bars. All interior walls shall be finished with drywall or other approved finish.

NOTE: All exterior walls shall be finished with stucco or other approved finish.

KAY RESIDENCE

APPROVED AS NOTED
PERMITTING SERVICES
MONTGOMERY COUNTY



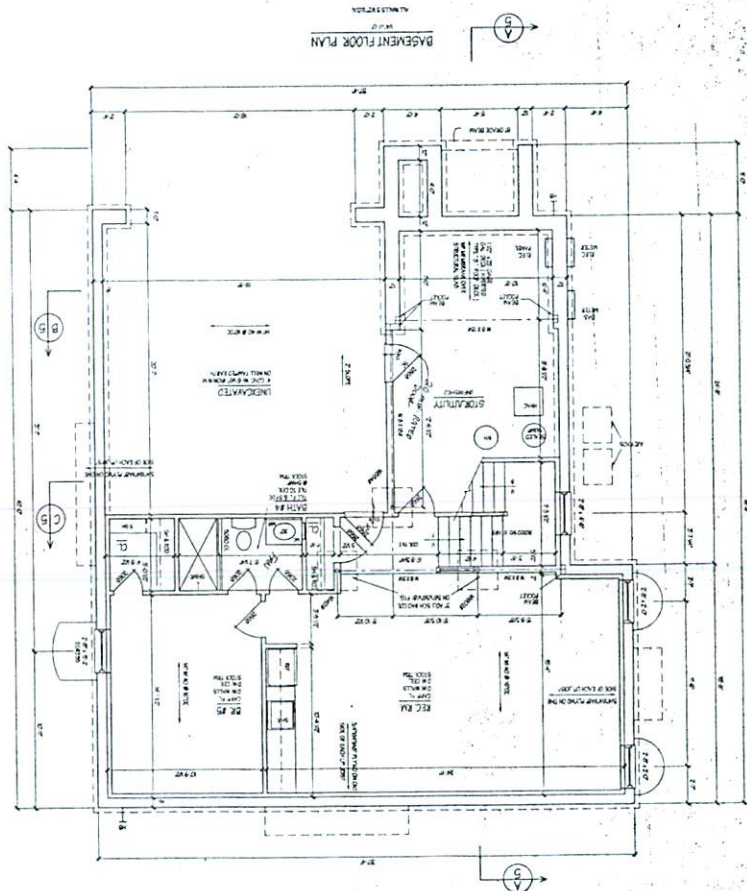
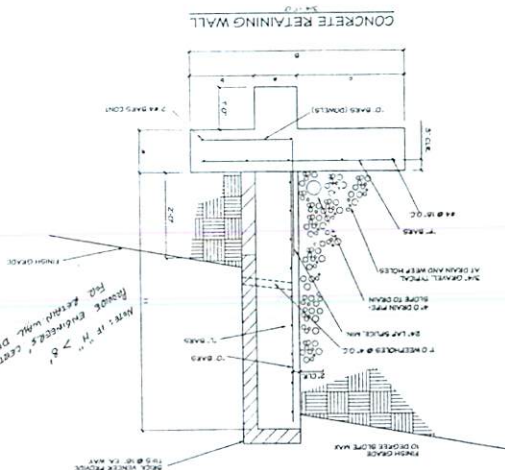
Handwritten signature and initials in blue and yellow ink.

MONTGOMERY COUNTY
PERMITTING SERVICES
APPROVED AS NOTED

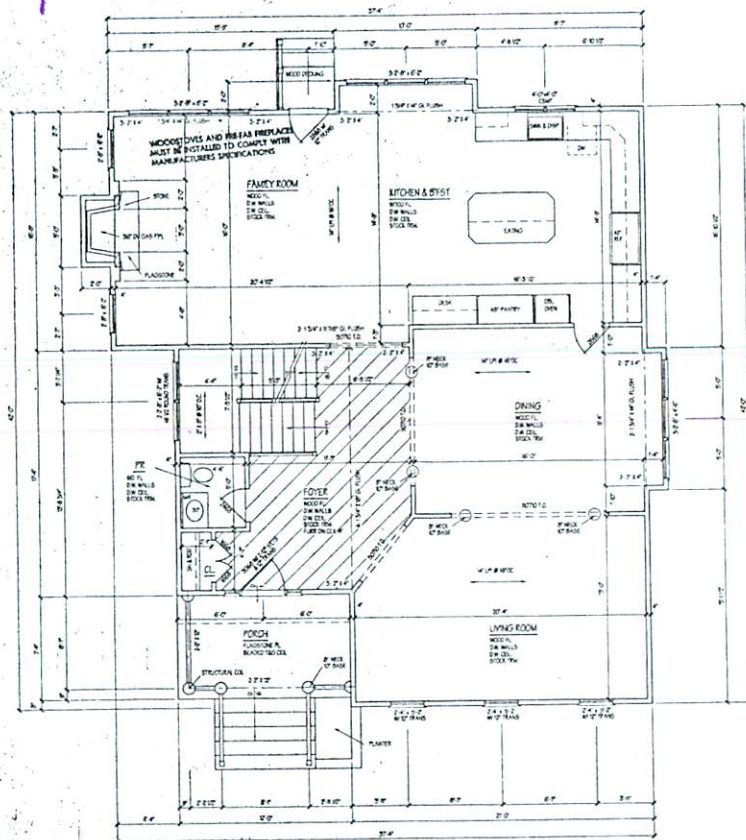
CONCRETE RETAINING WALL SCHEDULE									
H	B	b	a	c	"O" BARS	"O" BARS	"L" BARS		
13.	9'-6"	3'-0"	1'-2"	4'-11"	#6 @ 6"	#5 @ 5"	#4 @ 5"		
12.	8'-8"	2'-9"	1'-2"	4'-9"	#6 @ 5"	#5 @ 5"	#4 @ 5"		
11.	8'-11"	2'-6"	1'-2"	4'-5"	#6 @ 5"	#5 @ 5"	#4 @ 5"		
10.	7'-5"	2'-3"	1'-0"	4'-2"	#5 @ 5"	#4 @ 5"	#4 @ 5"		
9.	6'-8"	2'-0"	1'-0"	3'-8"	#5 @ 5"	#4 @ 5"	#4 @ 5"		
8.	5'-11"	1'-9"	1'-0"	3'-2"	#5 @ 12"	#4 @ 12"	#4 @ 12"		
7.	5'-3"	1'-6"	1'-0"	2'-9"	#4 @ 12"	#3 @ 12"	#4 @ 12"		
6.	4'-6"	1'-3"	1'-0"	2'-3"	#4 @ 18"	#3 @ 18"	#4 @ 18"		
5.	3'-10"	1'-0"	1'-0"	1'-10"	#3 @ 18"	#3 @ 18"	#4 @ 18"		
4.	3'-2"	0'-9"	1'-0"	1'-5"	#3 @ 18"	#3 @ 18"	#4 @ 18"		
3.	2'-6"	0'-7"	1'-0"	0'-11"	#3 @ 18"	#3 @ 18"	#4 @ 18"		

ALL INFORMATION CONTAINED HEREIN IS UNCLASSIFIED
DATE 08-19-2010 BY 60322 UCBAW/BJS

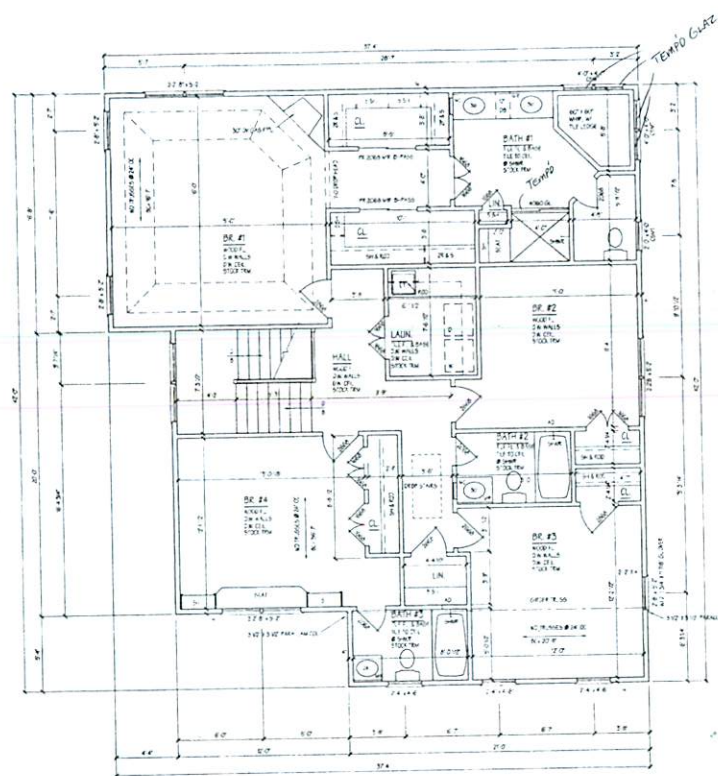
REMAIN WITH -
Curtain elements
THESE PLANS MUST COMPLY WITH
SECTION 515.2 OF THE
CBO 1 & 2 FAMILY DWELLING
CODE AS AMENDED BY MONT. CO.



uk	tan
----	-----



FIRST FLOOR PLAN
 STAIRWAYS SHALL BE ELIMINATED
 IN ACCORDANCE WITH THE SECTION
 202.4 OF THE 2002
 CALIFORNIA TWO FAMILY DWELLING C.C.
 CODE.



SECOND FLOOR PLAN

MONTGOMERY COUNTY
 PERMITTING SERVICES
 APPROVED AS NOTED

KAY RESIDENCE

NOTE: All interior wall dimensions to be
 3 1/2" unless noted otherwise.

NOTE: All wall angles to be 90 OR 45
 degrees unless noted otherwise.

Contractor to check and verify all
 dimensions and conditions in field
 prior to start of construction.
 NOTIFY ARCHITECT OF ANY DISCREPANCIES.

CLAUDE C. LAPP ARCHITECT 11820 PARKLAWN DRIVE (S. 100) ROCKVILLE, MD 20852 PHONE (301) 581-8856 FAX: (301) 770-2163			
WELTY CONSTRUCTION COMPANY 5916 JOHNSON AVENUE BETHESDA, MD 20817 PHONE 301-530-4364 FAX 301-530-7242			
DRAWN BY	DATE	LOT NO.	BLOCK
CHECKED BY	12-7-01	SECTION	JOB NO.
			2

[illegible]

CLAUDE C. LAPP
ARCHITECT

CLAUDE C. LAPP
ARCHITECT
11550 PASADENA BLVD (S 105)
PHONE (301) 461-1444, MO FAX (301) 770-9163
WELTY CONSTRUCTION COMPANY
Bldg 914
BETHLEHEM, MD 20817
PHONE (301) 520-4364 FAX (301) 520-7242

Drawn by	SA/JS	LTJ NG	BLCK	DWG NO.
Checked by	12-7-88	SA/CON	208 NG	5



DEPARTMENT OF PERMITTING SERVICES

Douglas M. Duncan
County Executive

Robert C. Hubbard
Director

Wk
NEX

CERTIFICATE OF FINAL INSPECTION

This is to certify that the house located at 8907 Hempstead Ave Bethesda
has obtained the following final inspections:

Building Permit #	<u>265897</u>	APPROVED	<u>8/16/02</u>	DISAPPROVED	_____
			Date		Date
Electrical Permit #	<u>274911</u>	APPROVED	<u>8/16/02</u>	DISAPPROVED	_____
			Date		Date
Mechanical Permit #	<u>265897</u>	APPROVED	<u>8/16/02</u>	DISAPPROVED	_____
			Date		Date

This letter shall be given to the contract owner at the time of settlement to verify the structure has all the necessary inspections as required by Montgomery County Executive Regulation 4-97.

Reason for disapproval may be obtained by contacting the following representative between 2:30 p.m. and 3:30 p.m. Monday through Friday.

Tom Flippo
Construction Code Representative

Telephone No. 301-370-3678

County: MONTGOMERY

Full Tax Record

05-Oct-2017

3:44 pm

Property Address: 8907 HEMPSTEAD AVE, BETHESDA MD 20817 3560

Legal Subdiv/Neighborhood: AYRLAWN

Condo/Coop Project:

Absent Owner: No

Incorporated City:

Owner Name: MICHAEL J KAY

Company Owner:

Addtl: N R

Care of Name:

MAILING ADDRESS: 8907 HEMPSTEAD AVE, BETHESDA, MD 20817 3560

LEGAL DESCRIPTION: AYRLAWN

Mag/Dist #: 7

Lot: 2

Block/Square: 1

Election District: 7

Legal Unit #:

Grid:

Tax Map:

Section:

Subdiv Ph:

Addl Parcel Flag/#:

Map: GP61

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: \$11,700

City Tax:

Tax Year: 2017

State/County Tax: \$11,232

Refuse: \$373

Base Tax Rate: 1.15

Spec Tax Assmt: \$95

Exempt Class:

Homestd/Exempt Status:

Front Foot Fee:

Tax Class: 38

Mult. Class:

ASSESSMENT

Year Assessed

Phase-in Value

Land

Improvement

Land Use

2017

\$1,010,400

\$493,300

\$551,000

2016

\$976,500

\$428,900

\$513,700

2015

\$942,600

\$428,900

\$513,700

DEED

Deed Liber: 9750

Deed Folio: 373

Transfer Date

Price

Grantor

Grantee

15-May-1991

\$187,000

MICHAEL J & N R KAY

PROPERTY DESCRIPTION

Year Built: 2002

Zoning Code: R60

Census Trct/Blck: /

Irregular Lot:

Square Feet: 7,983

Acreage: 0.18

Land Use Code: Residential

Plat Liber/Folio: /

Property Card:

Property Class: R

Quality Grade: GOOD

Road Description:

Zoning Desc: RESIDENTIAL, ONE-FAMILY

Xfer Devel. Right:

Road Frontage:

Prop Use: RESIDENTIAL

Site Influence:

Topography:

Building Use: 2 STORY WITH BASEMENT

Sidewalk:

Lot Description:

Pavement:

STRUCTURE DESCRIPTION

Section 1

Section 2

Section 3

Section 4

Section 5

Construction:

Story Type:

Description:

Dimensions:

Area:

1

2B

1

77

441

2,716

54

Foundation:

Roofing: Shingle - Composite

of Dormers:

Ext Wall: Other

Style: Standard Unit

Year Remodeled:

Stories: 2

Units: 1

Model/Unit Type: STANDARD UNIT

Total Building Area:

Living Area: 2,770

Base Sq Ft:

Patio/Deck Type:

Sq Ft:

Porch Type: Open

Sq Ft: 77

Balcony Type:

Sq Ft:

Pool Type:

Sq Ft:

Attic Type:

Sq Ft:

Roof Type:

Rooms:

Fireplace Type: FRAM

Fireplaces: 3

Bedrooms:

Bsmt Type: Fully Finished

Garage Type: Undergnd/Bs

Full Baths: 4

Bsmt Tot Sq Ft: 1,358

Garage Const.:

Half Baths: 1

Bsmt Fin Sq Ft: 700

Garage Sq Ft: 441

Baths: 4.50

Bsmt Unfin Sq Ft: 658

Garage Spaces:

Other Rooms:

Air Conditioning: Combined System

Other Amenities: LAVATORY

Interior Floor:

Appliances:

Outbuildings:

Gas:

Heat: Forced Air

Sewer: Public

Fuel:

Electric:

Water:

Underground:

Walls:

Tax Record Updated: 10-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
Rockville, MD 2085
T: 240.777.3636

Printed on: 10/11/2017 11:28:31



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

WZ/NEK

ACCOUNT NUMBER: 00580215

PROPERTY:

OWNER NAME	KAY MICHAEL J & N R
ADDRESS	8907 HEMPSTEAD AVE BETHESDA, MD 20817-3560
<u>TAX CLASS</u>	38
REFUSE INFO	Refuse Area: R Refuse Unit:

TAX INFORMATION:

TAX DESCRIPTION	FY18 PHASE-IN VALUE ₁	FY17 RATE ₂	ESTIMATED F TAX/CHAI
STATE PROPERTY TAX	1,044,300	.1120	\$1,169
COUNTY PROPERTY TAX ₃	1,044,300	1.0129	\$10,577
SOLID WASTE CHARGE ₄		373.1000	\$39
WATER QUALITY PROTECT CHG (SF ₄			\$104
ESTIMATED TOTAL ₆			\$12,224

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 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.

208201723705034190000000000000000000



STATE OF MARYLAND
REAL ESTATE COMMISSION

Understanding Whom Real Estate Agents Represent

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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

Michael J. Kay 12/16/17
Signature (Date)
Michael J. Kay

Nancy R. Kay 12/16/17
Signature (Date)
Nancy R. Kay

* * * * *

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Signature

(Date)

Michael J. Kay

Signature

(Date)

Nancy R. Kay

* * * * *

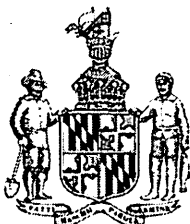
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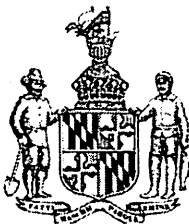
Signature _____ (Date) Signature _____ (Date)

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