



### Inclusions/Exclusions Disclosure and/or Addendum Required for use with GCAAR Listing Agreement & Sales Contract

PROPERTY ADDRESS: 7812 Potters Mill Ct, Rockville, MD 20855-1025

**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
- 1 w/ Ice Maker
- Wine Refrigerator
- Dishwasher
- Disposer
- Separate Ice Maker
- Separate Freezer
- Trash Compactor

**LAUNDRY**

- Washer
- Dryer

**ELECTRONICS**

- Alarm System
- Intercom
- Satellite Dishes

**LIVING AREAS**

- Fireplace Screen/Door
- Gas Log
- 1 Ceiling Fans
- Window Fans
- Window Treatments  
(Blinds only)

**WATER/HVAC**

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

**RECREATION**

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

**OTHER**

- Storage Shed - ~~to be removed~~
- Garage Door Opener
- Garage Door Remote/Fob
- Back-up Generator
- Radon Remediation System
- Solar Panels
- Purple cabinet in Basement

**EXCLUSIONS:** Freezer in laundry room, All curtains and rods

**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.

D.J. Graham 10 Mar. '19  
Seller **DOUGLAS J. GRAHAM** Date

France Marcoux 03/10/19  
Seller **FRANCE MARCOUX** Date

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

The Contract of Sale dated \_\_\_\_\_ between Seller **DOUGLAS J. GRAHAM, FRANCE MARCOUX** 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 \_\_\_\_\_



**NOTICE TO BUYER AND SELLER OF BUYER'S RIGHTS AND SELLER'S OBLIGATIONS UNDER  
MARYLAND'S SINGLE FAMILY RESIDENTIAL PROPERTY CONDITION DISCLOSURE LAW**

ADDENDUM # \_\_\_\_\_ dated \_\_\_\_\_ to the Contract of Sale between  
Buyer \_\_\_\_\_  
and Seller **DOUGLAS J. GRAHAM, FRANCE MARCOUX** \_\_\_\_\_ for the Property  
known as **7812 Potters Mill Ct, Rockville, MD 20855-1025**

NOTE: This notice does not apply to: (1) the initial sale of single family residential property which has never been occupied, or for which a certificate of occupancy has been issued within one year prior to the date of the Contract; (2) a transfer that is exempt from the transfer tax under Subsection 13-207 of the Tax-Property Article, except land installments contracts of sale under Subsection 13-207(a)(11) of the Tax-Property Article and options to purchase real property under Subsection 13-207(a)(12) of the Tax-Property Article; (3) a sale by a lender or an affiliate or subsidiary of a lender that acquired the real property by foreclosure or deed in lieu of foreclosure; (4) a sheriff's sale, tax sale, or sale by foreclosure, partition or by court appointed trustee; (5) a transfer by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust; (6) a transfer of single family residential real property to be converted by the buyer into a use other than residential use or to be demolished; or (7) a sale of unimproved real property.

Section 10-702 of the Real Property Article of the Annotated Code of Maryland ("Section 10-702") requires that a seller of a single family residential property ("the property") deliver to each buyer, on or before entering into a contract of sale, on a form published and prepared by the Maryland Real Estate Commission, **EITHER:**

- (A) A written property condition disclosure statement listing all defects including latent defects, or information of which the seller has actual knowledge in relation to the following:
- (i) Water and sewer systems, including the source of household water, water treatment systems, and sprinkler systems;
  - (ii) Insulation;
  - (iii) Structural systems, including the roof, walls, floors, foundation and any basement;
  - (iv) Plumbing, electrical, heating, and air conditioning systems;
  - (v) Infestation of wood-destroying insects;
  - (vi) Land use matters;
  - (vii) Hazardous or regulated materials, including asbestos, lead-based paint, radon, underground storage tanks, and licensed landfills;
  - (viii) Any other material defects, including latent defects, of which the seller has actual knowledge;
  - (ix) Whether the smoke alarms:
    - 1. will provide an alarm in the event of a power outage;
    - 2. are over 10 years old; and
    - 3. if battery operated, are sealed, tamper resistant units incorporating a silence/hush button and use long-life batteries as required in all Maryland homes by 2018; and
  - (x) If the property relies on the combustion of a fossil fuel for heat, ventilation, hot water, or clothes dryer operation, whether a carbon monoxide alarm is installed on the property.

"Latent defects" under Section 10-702 means material defects in real property or an improvement to real property that:

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

**OR**

- (B) A written disclaimer statement providing that:
- (i) Except for latent defects of which the seller has actual knowledge, the seller makes no representations or warranties as to the condition of the real property or any improvements on the real property; and
  - (ii) The buyer will be receiving the real property "as is," with all defects, including latent defects, that may exist, except as otherwise provided in the contract of sale of the property.

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

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

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

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

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

Your rights as a buyer under Section 10-702 may not be waived in the contract and any attempted waiver is void.




Your rights as the buyer to terminate the contract under Section 10-702 are waived conclusively if not exercised before:

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

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

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

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

 _____ Seller's Signature DOUGLAS J. GRAHAM	_____ Date	_____ Buyer's Signature	_____ Date
 _____ Seller's Signature FRANCE MARCOUX	03/10/19 _____ Date	_____ Buyer's Signature	_____ Date
 _____ Agent's Signature Robert Kerxton	3 10 19 _____ Date	_____ Agent's Signature	_____ Date



## MARYLAND RESIDENTIAL PROPERTY DISCLOSURE AND DISCLAIMER STATEMENT

Property Address: **7812 Potters Mill Ct, Rockville, MD 20855-1025**

Legal Description: **MILL CREEK TOWNE**

### NOTICE TO SELLER AND PURCHASER

Section 10-702 of the Real Property Article, *Annotated Code of Maryland*, requires the seller of certain residential real property to furnish to the purchaser either (a) a RESIDENTIAL PROPERTY DISCLAIMER STATEMENT stating that the seller 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 seller. 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 seller has actual knowledge of. The seller 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 SELLERS:** 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 Sellers and is based upon the actual knowledge of Sellers as of the date noted. Disclosure by the Sellers 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 Sellers as to the condition of the property of which the Sellers have no knowledge or other conditions of which the Sellers have no actual knowledge.

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How long have you owned the property? 22 years

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

Water Supply	<input checked="" type="checkbox"/> Public	<input type="checkbox"/> Well	<input type="checkbox"/> Other _____
Sewage Disposal	<input checked="" type="checkbox"/> Public	<input type="checkbox"/> Septic System approved for _____ (# bedrooms)	<input type="checkbox"/> Other Type _____
Garbage Disposal	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	
Dishwasher	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	
Heating	<input type="checkbox"/> Oil	<input checked="" type="checkbox"/> Natural Gas	<input type="checkbox"/> Electric
Air Conditioning	<input type="checkbox"/> Oil	<input type="checkbox"/> Natural Gas	<input checked="" type="checkbox"/> Electric
Hot Water	<input type="checkbox"/> Oil	<input checked="" type="checkbox"/> Natural Gas	<input type="checkbox"/> Electric Capacity _____ Age <u>2013</u>
			<input type="checkbox"/> Heat Pump Age <u>07/17</u> <input type="checkbox"/> Other _____
			<input type="checkbox"/> Heat Pump Age <u>07/17</u> <input type="checkbox"/> 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: Waterproofing done 9/2016 by B-Dry; warranty conveys to new owner

3. Roof: Any leaks or evidence of moisture?  Yes  No  Unknown  
Type of Roof: \_\_\_\_\_ Age 2010

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

*JM DSG*

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 *NA*  
 Comments: \_\_\_\_\_  
 Are the systems in operating condition?  Yes  No  Unknown  
 Comments: \_\_\_\_\_

11. Insulation:  
 In exterior walls?  Yes  No  Unknown  
 In ceiling/attic?  Yes  No  Unknown  
 In any other areas?  Yes  No  Unknown  
 Where? *laundry room*  
 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: *new in 2015*

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: *very small treatment and repair at time of purchased.*

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: *radon system installed in 1997*

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: *hot water heater, furnace and gas range*

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

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

Seller(s)  Date 10 Mar. '19  
DOUGLAS J. GRAHAM

Seller(s)  Date 03/10/19  
FRANCE MARCOUX

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 SELLER(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 seller(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 seller(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.

Section 10-702 also requires the seller to disclose information about latent defects in the property that the seller has actual knowledge of. The seller 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.

Does the seller(s) have actual knowledge of any latent defects?  Yes  No If yes, specify:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

Seller \_\_\_\_\_ 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 \_\_\_\_\_





### 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: 7812 Potters Mill Ct, Rockville, MD 20855-1025

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.

**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) RK 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.

<u>D. J. Mack</u> Seller DOUGLAS J. GREGHAM	<u>10 Mar '19</u> Date	_____	Buyer	_____	Date
<u>France Marcoux</u> Seller FRANCE MARCOUX	<u>03/10/19</u> Date	_____	Buyer	_____	Date
<u>Robert Kerxton</u> Agent for Seller, if any Robert Kerxton	<u>3-10-19</u> Date	_____	Agent for Buyer, if any	_____	Date



### MARYLAND LEAD POISONING PREVENTION PROGRAM DISCLOSURE

7812 Potters Mill Ct

Property Address: Rockville, MD 20855-1025

**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 D.J.G. [Signature] 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 \_\_\_\_\_ / \_\_\_\_\_ 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.

D.J.G. [Signature] 10 Mar 19  
Seller \_\_\_\_\_ Date  
DOUGLAS J. GRAHAM

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

[Signature] 03/10/19  
Seller \_\_\_\_\_ Date  
FRANCE MARCOUX

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

[Signature] 3-10-19  
Seller's Agent \_\_\_\_\_ Date  
Robert Kerxton

Buyer's Agent \_\_\_\_\_ Date

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## 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 7812 Potters Mill Ct  
 City Rockville, State MD Zip 20855-1025 between  
 Seller DOUGLAS J. GRAHAM, FRANCE MARCOUX 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](http://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](http://www.mc-mncppc.org)
- City of Rockville, City Hall, 111 Maryland Ave, Rockville, MD 20850. Main telephone number: 240-314-5000. Web site: [www.rockvillemd.gov](http://www.rockvillemd.gov)

1. **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](http://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. **Effective January 2018, Maryland law requires 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.
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/green/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: \_\_\_\_\_

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**Exemptions:**

- A. Property is NOT a "Single Family Home"
- B. Transfer is an intra family transfer under MD Tax Property Code Section 13-207
- C. 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
- D. Sale is a sheriff's sale, tax sale or sale by foreclosure, partition or by a court appointed trustee
- E. A transfer by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship or trust.
- F. A transfer of a home to be converted by the buyer into a use other than residential or to be demolished.
- G. Property is located in the Town of Barnesville, Town of Kensington, Town of Poolesville, or City of Rockville.

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:**

- A. **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.
- B. **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.
- C. **Categories:** To confirm service area category, contact the Montgomery County Department of Environmental Protection ("DEP") Watershed Management Division or visit [waterworks@montgomerycountymd.gov](mailto:waterworks@montgomerycountymd.gov) .

A. **Water: Is the Property connected to public water?**  Yes  No  
 If no, has it been approved for connection to public water?  Yes  No  Do not know  
 If not connected, the source of potable water, if any, for the Property is: \_\_\_\_\_

B. **Sewer: Is the Property connected to public sewer system?**  Yes  No  
 If no, answer the following questions:  
 1. Has it been approved for connection to public sewer?  Yes  No  Do not know  
 2. Has an individual sewage disposal system been constructed on Property?  Yes  No  
 Has one been approved for construction?  Yes  No  
 Has one been disapproved for construction?  Yes  No  Do not know  
 If no, explain: \_\_\_\_\_

C. **Categories:** The water and sewer service area category or categories that currently apply to the Property is/are (if known) \_\_\_\_\_. This category affects the availability of water and sewer service as follows (if known) \_\_\_\_\_.

D. **Recommendations and Pending Amendments (if known):**  
 1. The applicable master plan contains the following recommendations regarding water and sewer service to the Property: \_\_\_\_\_  
 2. The status of any pending water and sewer comprehensive plan amendments or service area category changes that would apply to the Property: \_\_\_\_\_

E. **Well and Individual Sewage System:** When a Buyer of real property that is located in a subdivision on which an individual sewage disposal system has been or will be installed receives the copy of the recorded subdivision plat, the Buyer must confirm in writing by signing said Plat that the Buyer has received and reviewed the Plat, including any restrictions on the location of initial and reserve wells, individual sewage disposal systems, and the buildings to be served by any individual sewage disposal system.

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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): NA

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](http://www.mde.state.md.us). Does the Property contain an UNUSED underground storage tank?  Yes  No  Unknown. If yes, explain when, where and how it was abandoned:

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) 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.shtml> an explanation of the "SPA" legislation and a map detailing protected areas. To determine if a particular property (which is located close to protected areas as designated on this map) is located within the boundaries of a "SPA," contact: [spa@mncppc-mc.org](mailto:spa@mncppc-mc.org) , or call 301-495-4543.

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:

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

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](http://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](http://www.dat.state.md.us/sdatweb/taxassess.html) - this provides tax information from the State of Maryland.

**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](http://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](http://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.

FAQs regarding Development Districts can be viewed at [www.montgomerycountymd.gov/apps/OCP/Tax/FAQ.asp](http://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](http://www.montgomerycountymd.gov/apps/OCP/Tax/map/Existing_DevDistricts.pdf) .

OR

**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. 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](http://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](http://www.dat.state.md.us/sdatweb/agtransf.html).

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

**14. RECORDED SUBDIVISION PLAT:**

Plats are available at the [MNCPPC](http://www.mncppc.org) 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](http://www.montgomeryplanning.org/info/plat_maps.shtm) or at [www.plats.net](http://www.plats.net) . Buyers shall check ONE of the following:

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

<input type="checkbox"/>	A. <b>Unimproved Lot and New Construction:</b> 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. <b>Buyer hereby acknowledges receipt of a copy of the recorded subdivision plat.</b>
OR	
<input checked="" type="checkbox"/>	B. <b>Resale/Acknowledged Receipt:</b> 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. <b>Buyer hereby acknowledges receipt of a copy of the recorded subdivision plat.</b>
OR	
<input type="checkbox"/>	C. <b>Resale/Waived Receipt:</b> For Resale properties only, Buyer hereby waives receipt of a copy of such plat at time of execution of the Contract, but shall, prior to or at the time of Settlement, be provided a copy of the subdivision plat.

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**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](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](http://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.

- A. City of Rockville: Montgomery County Code §40-12A has been adopted by the City of Rockville.
- 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:**

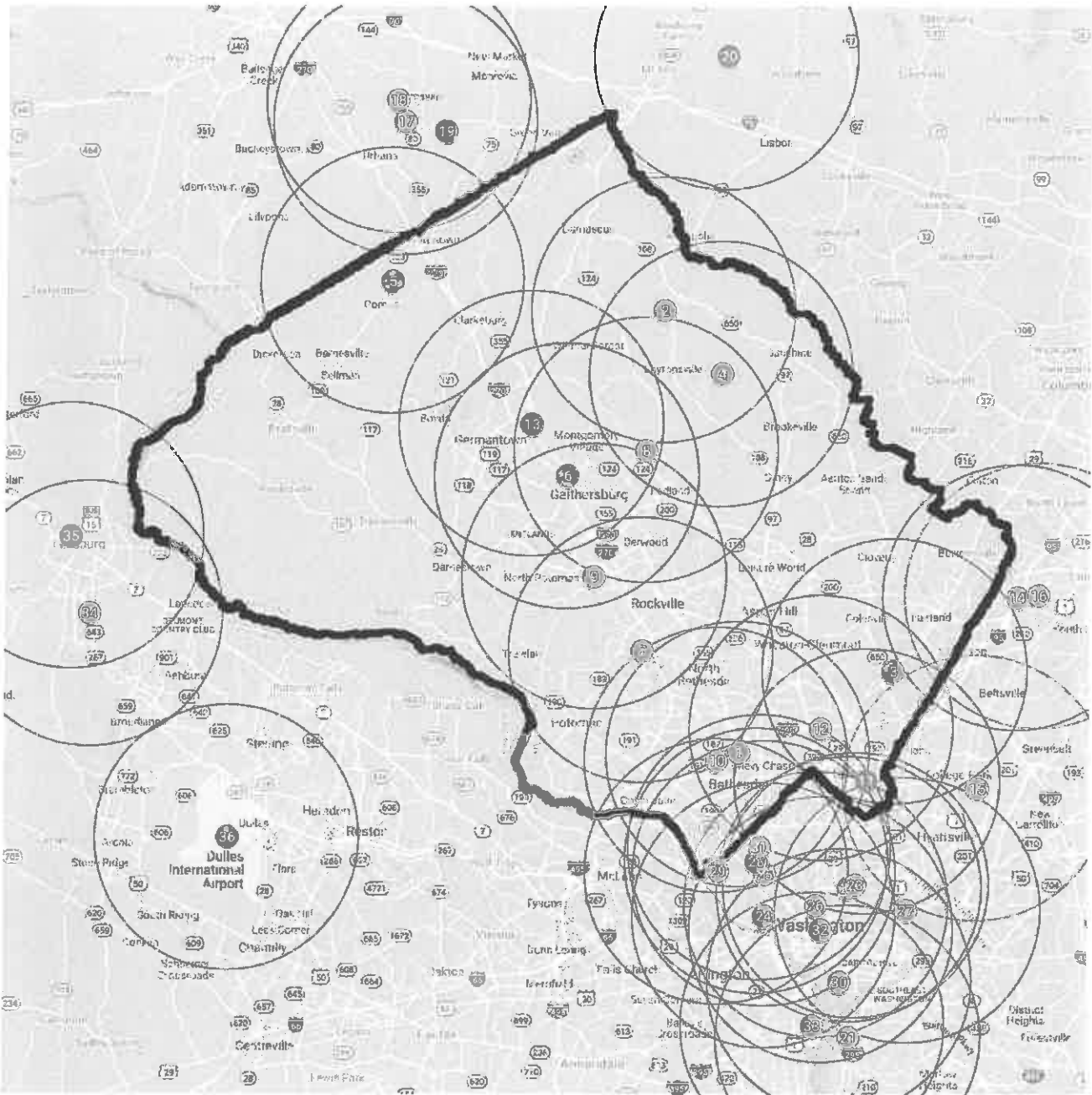
A. **Forest Conservation Law:** The Buyer is notified that the cutting, clearing, and grading of more than 5,000 square feet of forest or any champion tree on the Property is subject to the requirements of the Forest Conservation Law. The Buyer is required to comply with the Forest Conservation Law, 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 8/1/2018. 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](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**, 7915 Montrose Road, Rockville, MD 20854
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

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**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. Bolling Air Force Base, 238 Brookley Avenue, SW, 20032
- 22. Children's National Medical Center, 111 Michigan Avenue, NW, 20010
- 23. Washington Hospital Center, 110 Irving Street, NW, 20010
- 24. Georgetown University Hospital, 3800 Reservoir Road, NW, 20007

- 25. Metropolitan Police, Dist. 2, 3320 Idaho Avenue, NW, 20007
- 26. Metropolitan Police, Dist. 3, 1620 V Street, NW, 20007
- 27. Metropolitan Police, Dist. 5, 1805 Bladensburg Road, NE, 20002
- 28. National Presbyterian Church, 4101 Nebraska Avenue, NW, 20016
- 29. Sibley Memorial Hospital, 5255 Loughboro Road, NW, 20016
- 30. Police Harbor Patrol Branch, Water St, SW, 20024
- 31. Steuart Office Pad, Steuart Petroleum Co., 4640 40th Street, NW, 20016
- 32. Former Washington Post Building, 1150 15th Street, NW, 20017

**VIRGINIA**

- 33. Ronald Reagan Washington National Airport, Arlington County 20001
- 34. Leesburg Executive, 1001 Sycolin Road, Leesburg, 22075
- 35. Loudoun Hospital Center, 224 Cornwall, NW, Leesburg, 22075
- 36. Dulles International Airport, 1 Saarinen Cir, Dulles, VA 20166

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 website for this information:  
<https://www.montgomerycountymd.gov/green/Resources/Files/energy/Home-Sales-Disclosure.pdf>
- B. **Usage History:** Has the home been owner-occupied for the immediate prior 12 months?  Yes  No  
If the 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.

D.J. Graham 10 Mar. '19  
 Seller Date  
**DOUGLAS J. GRAHAM**

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

France Marcoux 03/10/19  
 Seller Date  
**FRANCE MARCOUX**

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

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

**Address** 7812 Potters Mill Ct, Rockville, MD 20855-1025

Month	Year		Electric	Gas	Heating Oil
		Total Cost:			
		Total Usage:			
		Total Cost:			
		Total Usage:			
		Total Cost:			
		Total Usage:			
		Total Cost:			
		Total Usage:			
		Total Cost:	<i>See Attachment</i>		
		Total Usage:			
		Total Cost:			
		Total Usage:			
		Total Cost:			
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		Total Usage:			
		Total Cost:			
		Total Usage:			

*B. J. Graham*  
 Seller/Owner (Indicate if sole owner) **DOUGLAS J. GRAHAM** 10 Mar '19  
Date

*France Marcoux*  
 Seller/Owner (Indicate if sole owner) **FRANCE MARCOUX** 03/10/19  
Date

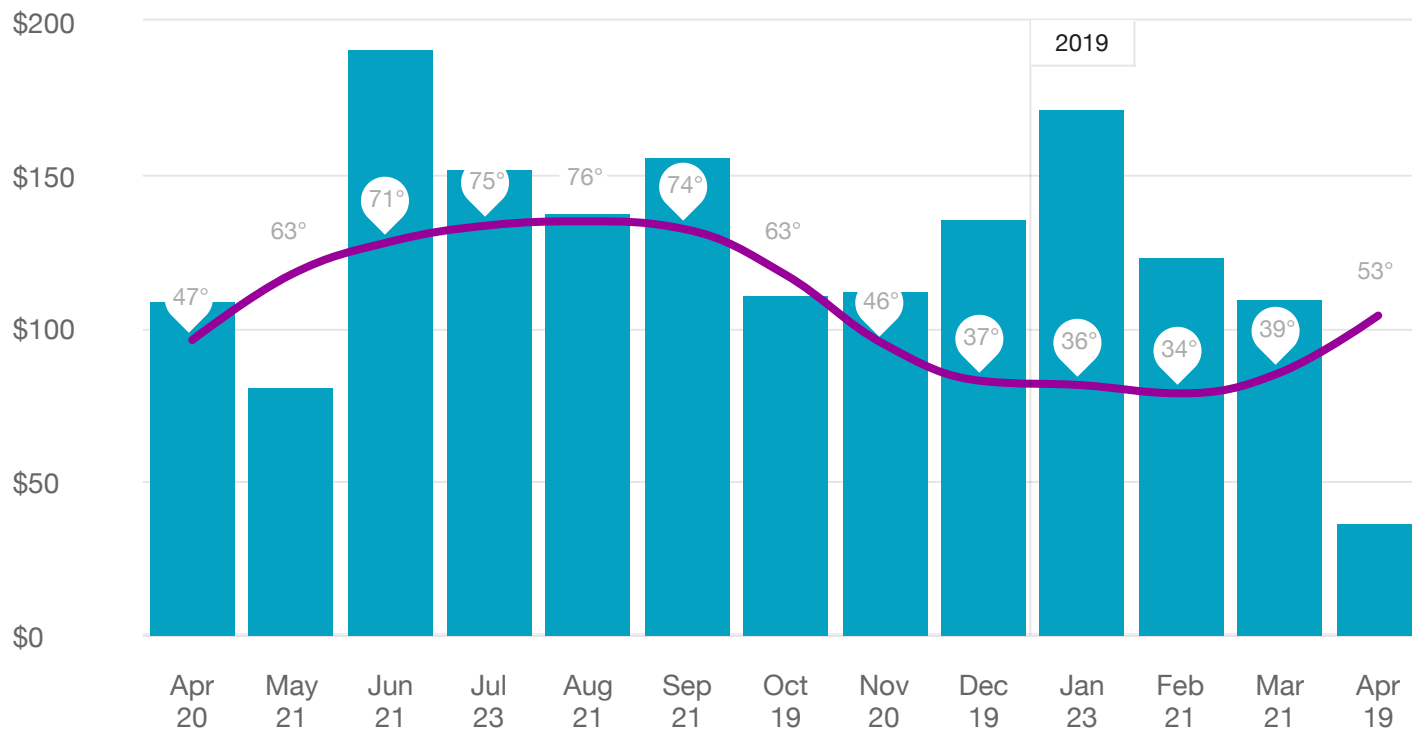
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Year view ▼

◀ Apr 2018 - Apr 2019 ▶

Energy Costs ▼

Electricity ▼



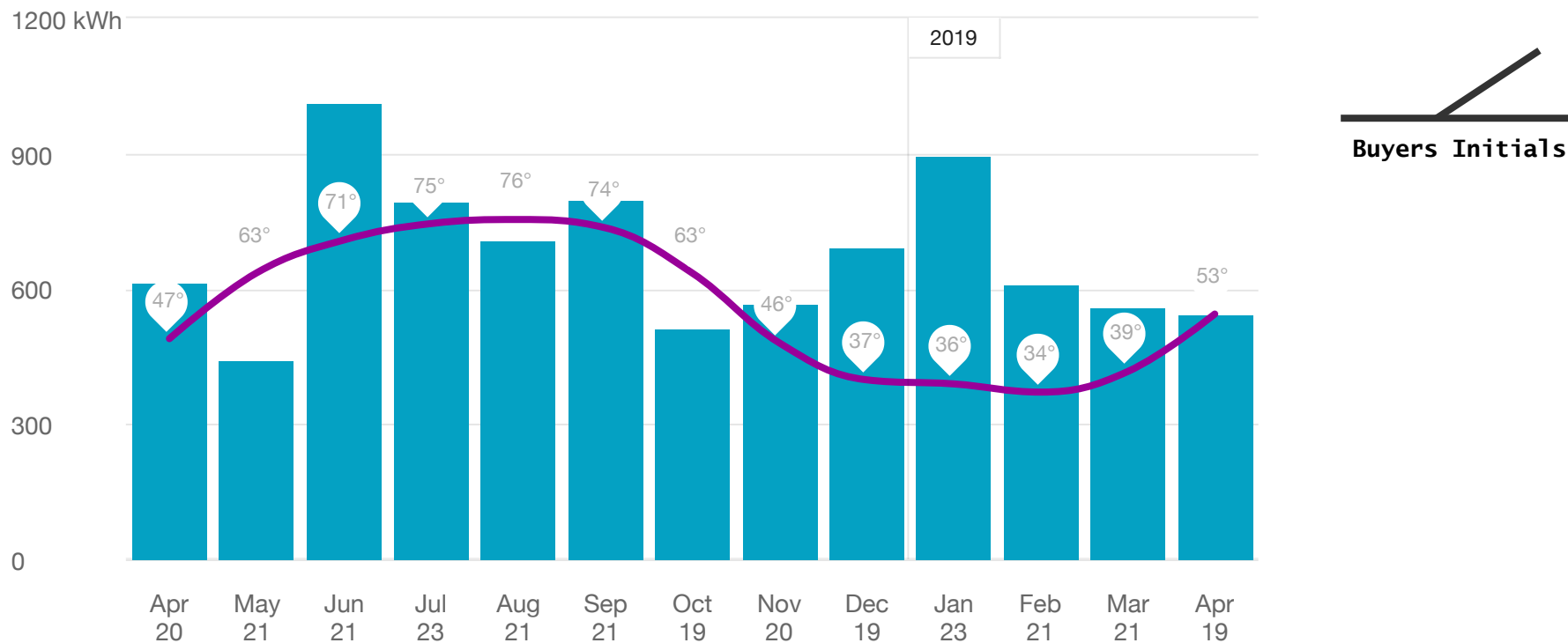
  
Buyers Initials

Year view ▼

◀ Apr 2018 - Apr 2019 ▶

Energy Use ▼

Electricity ▼



## Washington Gas Cost &amp; Usage for 7812 Potters Mill Ct

## Transaction Date Payment Amount

03/06/2019 \$208.50  
 02/01/2019 \$172.32  
 01/03/2019 \$169.28  
 12/04/2018 \$91.57  
 09/04/2018 \$20.34  
 08/01/2018 \$20.34  
 06/29/2018 \$22.12  
 05/30/2018 \$46.97  
 05/01/2018 \$128.30  
 04/02/2018 \$130.29  
 03/01/2018 \$168.44  
 02/01/2018 \$231.48

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**Buyers Initials**

Bill Month	Current Read Type	Therms Used	Billing Days	Average Daily Usage	Heating Degree Days
02/01/2019		206.30	30	6.88	
01/01/2019		171.20	29	5.90	
12/01/2018		181.80	32	5.68	
11/01/2018		98.50	30	3.28	
10/01/2018		11.30	29	0.39	
09/01/2018		8.20	32	0.26	
08/01/2018		9.30	30	0.31	
07/01/2018		9.30	32	0.29	
06/01/2018		11.30	31	0.36	
05/01/2018		35.00	29	1.21	
04/01/2018		130.00	31	4.19	
03/01/2018		146.00	30	4.87	
02/01/2018		165.50	28	5.91	



**REAL PROPERTY CONSOLIDATED TAX BILL**

**ANNUAL BILL**  
**TAX PERIOD 07/01/2018-06/30/2019**  
**FULL LEVY YEAR**  
**LEVY YEAR 2018**

Department of Finance  
 Division of Treasury  
 255 Rockville Pike, L-15  
 (Monroe Street Entrance)  
 Rockville, MD 20850

Hours: 8:00 a.m. - 4:30 p.m.  
 Mon. - Fri.

GRAHAM DOUGLAS J &  
 FRANCE MARCOUX  
 7812 POTTERS MILL CT  
 DERWOOD, MD 20855

**Buyers Initials**

PRINCIPAL RESIDENCE

<b>BILL DATE</b>	
03/09/2019	
<b>PROPERTY DESCRIPTION</b>	
MILL CREEK TOWNE	
<b>BILL #</b>	<b>ACCOUNT #</b>
38068826	00784127
<b>REFUSE AREA</b>	<b>REFUSE UNITS</b>
R17	1

LOT	BLOCK	DISTRICT	SUB	TAX CLASS
13	X	09	004	R042
<b>MORTGAGE INFORMATION</b>		<b>PROPERTY ADDRESS</b>		
UNKNOWN <small>SEE REVERSE</small>		7812 POTTERS MILL CT		
<b>TAX DESCRIPTION</b>	<b>ASSESSMENT</b>	<b>RATE</b>	<b>TAX/CHARGE</b>	
STATE PROPERTY TAX	418,600	.1120	468.83	
COUNTY PROPERTY TAX	418,600	.9927	4,155.44	
SOLID WASTE CHARGE		205.1100	205.11	
WATER QUALITY PROTECT CHG (SF)			156.38	
<b>TOTAL</b>			<b>4,985.76</b>	
<b>CREDIT DESCRIPTION</b>	<b>ASSESSMENT</b>	<b>RATE</b>	<b>AMOUNT</b>	
COUNTY PROPERTY TAX CREDIT			-692.00	
<b>TOTAL CREDITS</b>			<b>-692.00</b>	
<b>PRIOR PAYMENTS ****</b>			4293.76	
<b>INTEREST</b>			0	
<b>Total Annual Amount Due :</b>			<b>0.00</b>	

\*PER \$100 OF ASSESSMENT

<b>CURRENT YEAR FULL CASH VALUE TAXABLE ASSESSMENT</b>
418,600
<b>CONSTANT YIELD RATE INFORMATION</b>
COUNTY RATE OF 0.7414 IS MORE THAN THE CONSTANT YIELD RATE OF 0.7404 BY 0.001

**YOU CAN VIEW AND PAY YOUR BILL ON THE INTERNET AT [www.montgomerycountymd.gov/finance](http://www.montgomerycountymd.gov/finance)**

PLEASE RETAIN THE TOP PORTION FOR YOUR RECORDS.



RETURN THIS PORTION WITH PAYMENT  
**REAL PROPERTY CONSOLIDATED TAX BILL**  
 TAX PERIOD 07/01/2018 - 06/30/2019  
 FULL LEVY YEAR

<b>BILL #</b>
38068826

Check here if your address changed & enter change on reverse side.

**Make Check Payable to:  
 Montgomery County, MD**

<b>ACCOUNT #</b>	<b>LEVY YEAR</b>	<b>AMOUNT DUE</b>
00784127	2018	0.00

<b>AMOUNT PAID</b>

**DUE MAR 31 2019**  
 PLEASE INDICATE AMOUNT BEING PAID

GRAHAM DOUGLAS J &  
 FRANCE MARCOUX  
 7812 POTTERS MILL CT  
 DERWOOD, MD 20855

20820180380688267000000000000000000000



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

**ACCOUNT NUMBER:** 00784127

**PROPERTY:**

<b>OWNER NAME</b>	GRAHAM DOUGLAS J &
<b>ADDRESS</b>	7812 POTTERS MILL CT ROCKVILLE , MD 20855-1025
<b>TAX CLASS</b>	42
<b>REFUSE INFO</b>	Refuse Area: R Refuse Unit:

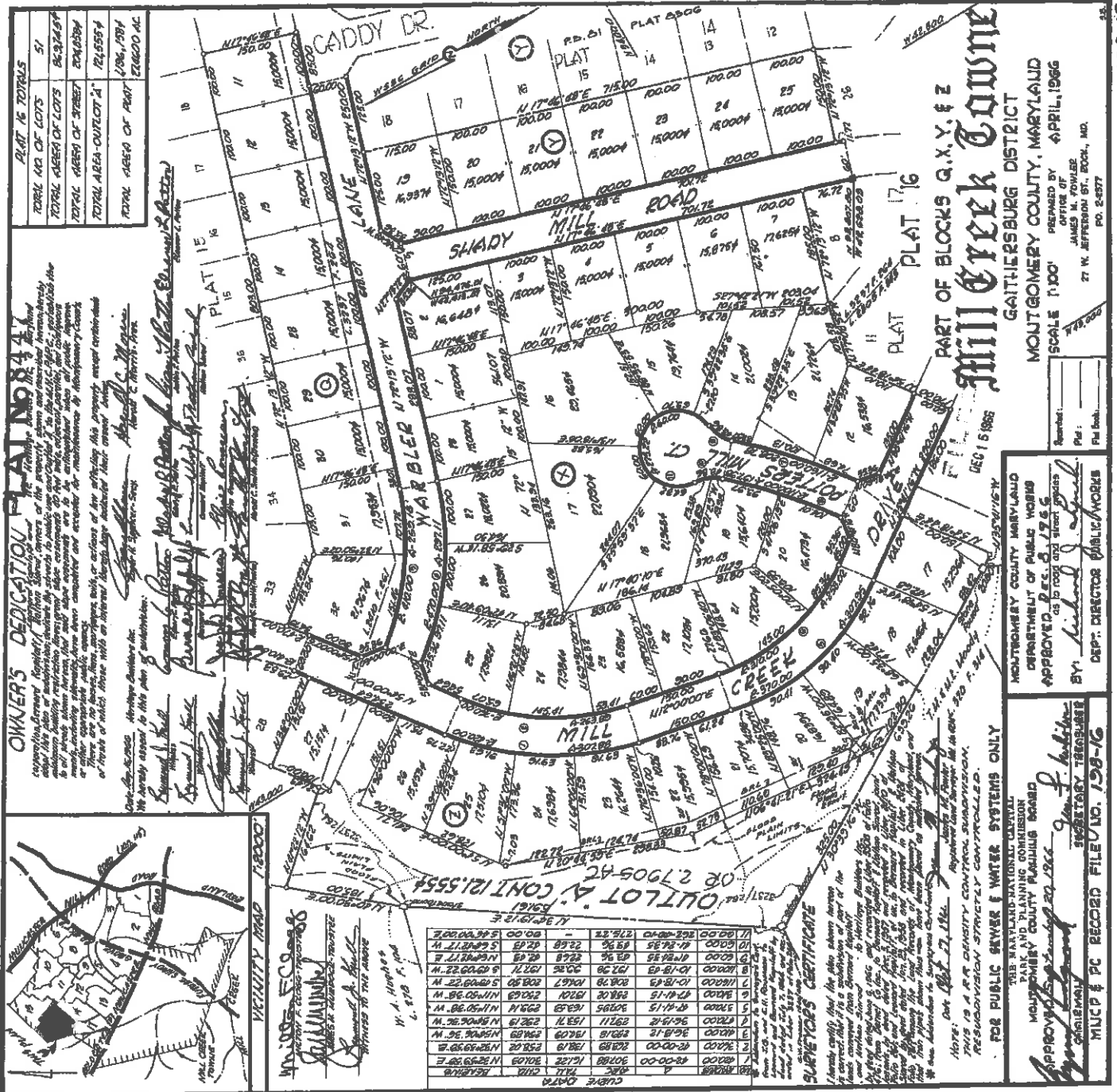
**Buyers Initials**

**TAX INFORMATION:**

TAX DESCRIPTION	FY19 PHASE-IN VALUE <sub>1</sub>	FY18 RATE <sub>2</sub>	ESTIMATED FY19 TAX/CHARGE
STATE PROPERTY TAX	418,600	.1120	\$468.83
COUNTY PROPERTY TAX <sub>3</sub>	418,600	.9927	\$4,155.44
SOLID WASTE CHARGE <sub>4</sub>		205.1100	\$205.11
WATER QUALITY PROTECT CHG (SF <sub>4</sub> )			\$156.38
<b>ESTIMATED TOTAL<sub>6</sub></b>			<b>\$4,985.76</b>



Buyers Initials



198-16

**MILL CREEK TOWNE**  
 PART OF BLOCKS G, X, Y, & Z  
 GAITHERSBURG DISTRICT  
 MONTGOMERY COUNTY, MARYLAND  
 SCALE 1"=100' PREPARED BY OFFICE OF PLANNING & ZONING  
 JAMES M. HALLER  
 27 W. JEFFERSON ST., BOSTON, MD.  
 PG. 2-2377

MONTGOMERY COUNTY MARYLAND  
 DEPARTMENT OF PUBLIC WORKS  
 APPROVED DEC. 17 1966  
 BY: Richard J. Haller  
 DEPT. DIRECTOR PUBLIC WORKS

MONTGOMERY COUNTY PLANNING COMMISSION  
 APPROVED 12/17/66  
 SECRETARY TREASURER  
 MUNCIPAL RECORD FILE NO. 198-16

**PRO-LAB™**

1675 North Commerce Parkway, Weston, FL 33326 (954) 384-4446

TEST ID NUMBER: 1225445  
 DATE RECEIVED: 03/23/2019  
 REPORT DATE: 03/27/2019

\_\_\_\_\_  
 Buyers Initials

FRANCE MARCOUX  
 7812 POTTERS MILL COURT  
 DERWOOD, MD 20855

**TEST LOCATION**

7812 POTTERS MILL COURT  
 MONTGOMERY  
 DERWOOD, MD 20855

This is a confidential report of the radon samples that were submitted to our laboratory for measurements of radon-222 levels. The results represent the amount of radon that was present in the air during the time of sampling. The radon is measured in our laboratory using the liquid scintillation method (EPA 402-R-92-004). This report will not be released to anyone without your permission except as required by individual state laws and guidelines.

**HERE ARE YOUR TEST RESULTS**

<u>VIAL #</u>	<u>ROOM TESTED</u>	<u>DATE OPENED</u>	<u>DATE CAPPED</u>	<u>DATE ANALYZED</u>	<u>RADON LEVEL</u>
3967185	BASEMENT	Mar 16, 2019 11:00 AM	Mar 20, 2019 11:00 AM	Mar 23, 2019 11:44 PM	2.3 pCi/L
3950740	BASEMENT	Mar 16, 2019 11:00 AM	Mar 20, 2019 11:00 AM	Mar 23, 2019 11:54 PM	1.4 pCi/L

**AVERAGE RADON LEVEL (average result of two tests) : 1.9 pCi/L**

**THE EPA RECOMMENDS THAT YOU FIX YOUR HOME IF THE RADON LEVEL IS 4 PICOCURIES (PCi/L) OR HIGHER.**

Please read the EPA Citizen's Guide to Radon at [www.epa.gov/radon/pubs/citguide.html](http://www.epa.gov/radon/pubs/citguide.html). Residents of New Jersey should read "Radon Testing and Mitigation: The Basics" at <http://njradon.org/download/mitbas.pdf>. Radon levels less than 4 pCi/L still pose a risk. You may want to take additional measurements because radon levels can vary with the seasons. You may also want to consider doing a long term test to determine the average radon concentrations over a longer period of time. If the radon level is 4.0 pCi/L or higher you should perform either a long-term test or a second short-term test. If the radon level is higher than 10 pCi/L you should perform a second short-term test immediately. **If you would like to learn how to lower your radon levels, or have other questions, please contact your state radon office at (800) 633-6101.**

**LIMITATIONS OF DATA AND PRODUCT LIABILITY**

PRO-LAB expressly disclaims any and all liability for any special, incidental, or consequential damages resulting directly or indirectly from the improper use of or improper interpretation of the radon product or its results. Any delays in receipt of the test sample by PRO-LAB shall be the sole responsibility of the purchaser and their legal remedy shall be limited to recourse with their chosen carrier. Additionally, PRO-LAB shall not be responsible for the improper placement of the test canister nor shall PRO-LAB be liable for results derived directly or indirectly from the improper placement of said test canister. PRO-LAB, its agents, its retailers, its distributors, and the manufacturers' sole liability are limited to the cost for the replacement of the test canister itself only.

*Jose Figueroa*

Jose Figueroa, RMS  
 NRPP CERT# 109347 RT  
 NRSB CERT # 18SS007

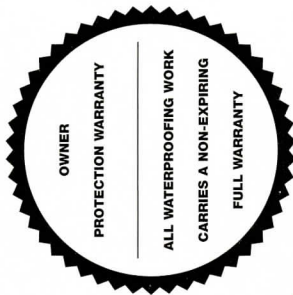
PRO-LAB NRSB # ARL0028  
 PRO-LAB NEHA ID # 101461AL

*James E. McDonnell IV*

James E. McDonnell IV



A Division of B-Dry, LLC  
National Customer Service Center  
Fax: 865-588-4248  
Toll Free: 1-800-737-2379



Date of Job 09/10/2016

Licensee fully warrants to the owner of the structure that the basement areas waterproofed with the B-DRY® System (Patent # 3,287,866; 4,590,722; 4,612,742; 5,660,008; 5,765,323; and 6,202,700 -- regardless of the expiration dates of such patents) to be free from water leakage for THE-FULL-LIFE-OF-THE-STRUCTURE, PURSUANT TO THE JOB PLAN, and will at NO ADDITIONAL COST, provide such labor and materials as required to fulfill this Warranty. Should service be required, please notify the B-Dry Licensee at the phone number or address set forth above. These additional Warranty provisions apply:

This Warranty only protects against leakage in those areas where the B-Dry System has been installed. Examples of areas not covered include, but are not limited to, leaks above the Rigid Sealer or leaks in any area of the floor slab where the B-Dry System is not installed.

**The Warranty does not cover:**

- ◆ Leakage from: backing up or plugging of sewers; grate drains; sump pump failures or if the pump is overwhelmed by water flow (B-Dry supplied sump pumps are covered by a separate manufacturer's warranty); or flooding conditions (i.e., surface water flowing through doors, window wells, walls and over foundation walls).
- ◆ Damp spot discoloration of walls.
- ◆ Any consequential damages to property resulting from water leakage from any and all sources.
- ◆ High humidity or condensation from the basement or crawlspace area.
- ◆ Clogs in the B-Dry System caused by iron algae.

Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above-referenced limitation or exclusion may not apply to you.

**Owner acknowledges that:**

- ◆ The B-Dry System is not a mitigation solution for mold, mildew and fungi; as a result, this Warranty does not provide protection against mold, mildew and fungi.
- ◆ Owner is responsible for keeping the B-Dry System's discharge pipe and grate drain free of debris.
- ◆ The B-Dry Basement Waterproofing System will not protect against crawlspace leakage.
- ◆ Owner is responsible for preventing alteration or damage to the B-Dry System.

This B-Dry Warranty is a non-expiring Full Warranty that offers the owner all the rights and protections of the Magnuson-Moss Warranty Act. This Warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

Job Address

7812 Potter Mill Court Rockville, MD 20855

Authorized Signature



# Blue Canyon Wall Stabilization System Non-Expiring Life-of-Structure Limited Warranty

Blue Canyon Solutions, LLC  
National Customer Service Center  
1-800-737-2379 Fax: 865-588-4248

Job Date 09/10/2016 Job Address 7812 Potters Mill Court Rockville, MD 20855 Job Number 20160803-241589

B-Dry, as an authorized licensee of Blue Canyon Solutions, LLC, proudly offers the following Non-Expiring Life-of-Structure Limited Warranty on the Blue Canyon Wall Stabilization System ("System") installed in your home. This Limited Warranty is a legal agreement between B-Dry and you.

do not allow B-Dry to inspect your walls after a warranty claim is made; (b) the System is altered or subjected to accidents, abuse or misuse after application; or (c) you attempt to self-repair any basement wall problems, or have a third-party attempt such repairs, without B-Dry's prior written authorization.

### **WHAT THIS LIMITED WARRANTY COVERS AND WHAT B-DRY WILL DO TO FIX ANY PROBLEMS**

The "System" is applied and bonded to the inside surface of existing basement walls using a high strength epoxy and is designed to mitigate bowing deflection of the walls caused by soil pressure on the outside of your home. This Limited Warranty shall remain effective for THE-FULL-LIFE-OF-THE- STRUCTURE and remains effective regardless of who owns the property. If at anytime after the System is applied to your basements walls by an authorized B-Dry installer, the System or its installation prove to be defective in material or workmanship resulting in a bowing-type deflection caused by external soil pressure to the walls to which the System is applied, B-Dry will, at B-Dry's option, either: (a) repair the System at B-Dry's expense or (b) pay 100% of the costs to purchase and have installed by an authorized B-Dry installer steel I-Beams to mitigate any further bowing-type deflection. Please note that such remedies are designed to mitigate any further bowing-type wall deflection, but will not remedy bowing occurring prior to their installation.

**This Limited Warranty gives you specific legal rights, and you may also have other rights which vary from state to state.**

### **LIMITATION OF LIABILITY**

B-Dry's liability is specifically limited to repair of the system or payment of 100% of the costs to purchase and have installed by an authorized B-Dry installer steel I-Beams to mitigate further bowing-type deflection of affected walls caused by external soil pressure. All other warranties, whether expressed or implied, are specifically disclaimed, including the implied warranties of merchantability and fitness for a particular purpose. In no event will B-Dry's liability exceed such repair costs, whether such claims are based on warranty, contract, negligence, strict liability or any other cause of action. B-Dry and its suppliers and contractors shall not be liable for, and specifically disclaim, any liability to you or any other person for general, special, direct, indirect, incidental or consequential damages including, without limitation, property damage, personal injury, lost profits or revenues, other economic losses, or any other type of incidental or consequential damages, regardless of the cause of action asserted. These limitations shall apply notwithstanding any breach or failure of essential purpose of this limited warranty.

**Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above-referenced limitation or exclusion may not apply to you.**

### **HOW TO CONTACT B-DRY IF YOU HAVE A PROBLEM**

If you notice any bowing of your basement walls after installation of the System, or have any questions regarding the System or this Limited Warranty, please contact B-Dry immediately at 1-800-737-2379. If a claim under this Limited Warranty is asserted, B-Dry will timely inspect your basement to determine if the bowing is caused by defects in material or workmanship of the System covered by the above-referenced Limited Warranty. If the Limited Warranty applies, B-Dry will, as stated above, either repair the System or cause steel I-Beams to be installed at a mutually agreeable time.

### **WHAT THIS LIMITED WARRANTY DOES NOT COVER**

Please note that B-Dry's limited warranty applies only to system defects resulting in bowing-type basement wall deflection caused by external soil pressure. The system is not designed to resist and the limited warranty does not apply to basement wall problems caused by bearing loads, shear loads or settlement-related loads. Further, this limited warranty shall be voided if: (a) you

Authorized Signature

09/27/2016  
Date