



STATE OF MARYLAND
REAL ESTATE COMMISSION

Understanding Whom Real Estate Agents Represent

THIS NOTICE IS NOT A CONTRACT

In this form "seller" includes "landlord"; "buyer" includes "tenant"; and "purchase" or "sale" includes "lease"

Agents Who Represent the Seller

Seller's Agent: A seller's agent works for the real estate company that lists and markets the property for the sellers and exclusively represents the sellers. A Seller's agent may assist the buyer in purchasing the property, but his or her duty of loyalty is only to the sellers.

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

If you are viewing a property and you have not signed a Brokerage Agreement, that agent represents the seller

Agents Who Represent the Buyer

Buyer's Agent: A buyer may enter into a written contract with a real estate broker which provides that the broker will represent the buyer in locating a property to buy. The agent from that broker's company is then known as the buyer's agent. The buyer's agent assists the buyer in evaluating properties and preparing offers and developing negotiation strategies and works in the best interest of the buyer. The agent's fee is paid according to the written agreement between the broker and the buyer. If you as a buyer wish to have an agent represent you, you must enter into a written buyer agency agreement.

Dual Agents

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

If both seller and buyer agree to dual agency by signing a Consent For Dual Agency form, the "dual agent" (the broker or the broker's designee) shall assign one agent to represent the seller (the seller's "intra-company agent") and another agent to represent the buyer (the buyer's "intra-company agent"). Intra-company agents are required to provide the same services to their clients that agents provide in transactions not involving dual agency, including advising their clients as to price and negotiation strategies.

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

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

>Real estate agents are obligated by law to treat all parties to a real estate transaction honestly and fairly. They must exercise reasonable care and diligence and maintain the confidentiality of clients. They must not discriminate in the offering of properties; they must promptly present each written offer or counteroffer to the other party; and they must answer questions truthfully.

>Real estate agents must disclose all material facts that they know or should know relating to a property. An agent's duty to maintain confidentiality does not apply to the disclosure of material facts about a property.

>All agreements with real estate brokers and agents must be in writing and explain the duties and obligations of both the broker and the agent. The agreement must explain how the broker and agent will be paid and any fee-sharing agreements with other brokers.

>You have the responsibility to protect your own interests. You should carefully read all agreements to make sure they accurately reflect your understanding. A real estate licensee is qualified to advise you on real estate matters only. If you need legal or tax advice, it is your responsibility to consult a licensed attorney or accountant.

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

We, the Sellers/Landlord Buyers/Tenants acknowledge receipt of a copy of this disclosure and that **REMAX Realty Centre** (firm name) and **Robert Kerxton** (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

DocuSigned by: Connie L Mitchell 7/26/2020
Signature 71AF5459F745D... (Date)
Connie L Mitchell

DocuSigned by: Melanie M Jewell 7/26/2020
Signature e3A9B329D0AED44A... (Date)
Melanie M Jewell

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

Name of Individual to whom disclosure made

Name of Individual to whom disclosure made

Agent's Signature

(Date)



STATE OF MARYLAND
REAL ESTATE COMMISSION

Consent for Dual Agency

(In this form, the word "seller" includes "landlord"; "buyer" includes "tenant"; and "purchase" or "sale" includes "lease")

When Dual Agency May Occur

The possibility of Dual Agency arises when:

- 1) The buyer is interested in a property listed by a real estate broker; and
- 2) The seller's agent and the buyer's agent are affiliated with the same real estate broker.

Important Considerations Before Making a Decision About Dual Agency

A broker or broker's designee, acting as a dual agent does not exclusively represent either the seller or buyer; there may be a conflict of interest because the interests of the seller and buyer may be different or adverse. As a dual agent, the real estate broker does not owe undivided loyalty to either the seller or buyer.

Before the buyer and seller can proceed to be represented by a broker acting as a dual agent, they must both sign Consent for Dual Agency. If the buyer has previously signed Consent for Dual Agency, the buyer must **affirm** the buyer's consent for the purchase of a particular property before an offer to purchase is presented to the seller. If the seller has previously signed Consent for Dual Agency, the seller must **affirm** the seller's consent for the sale of the property to a particular buyer before accepting an offer to purchase the property. The **affirmation** is contained on Page 2 of this form.

Your Choices Concerning Dual Agency

In a possible dual agency situation, the buyer and seller have the following options:

1. **Consent in writing to dual agency.** If all parties consent in writing, the real estate broker or the broker's designee (the "dual agent") shall assign one real estate agent affiliated with the broker to represent the seller (the seller's "intra-company agent") and another agent affiliated with the broker to represent the buyer (the buyer's "intra-company agent"). Intra-company agents are required to provide the same services to their clients that agents provide in transactions not involving dual agency, including advising their clients as to price and negotiation strategy.
2. **Refuse to consent to dual agency.** If either party refuses to consent in writing to dual agency, the real estate broker must terminate the brokerage relationship for that particular property with the buyer, the seller, or both. If the seller terminates the brokerage agreement, the seller must then either represent him or herself or arrange to be represented by another real estate company. If the buyer terminates the brokerage agreement, the buyer may choose not to be represented but simply to receive assistance from the seller's agent, from another agent in that company, or from a subagent from another company. Alternatively, the buyer may choose to enter into a written buyer agency agreement with a different broker/company.

Duties of a Dual Agent and Intra-Company Agent

Like other agents, unless the client gives consent to disclose the information, dual agents and intra-company agents must keep confidential information about a client's bargaining position or motivations. For example, without written consent of the client, a dual agent or intra-company agent may not disclose to the other party, or the other party's agent:

- 1) Anything the client asks to be kept confidential; *
- 2) That the seller would accept a lower price or other terms;
- 3) That the buyer would accept a higher price or other terms;
- 4) The reasons why a party wants to sell or buy, or that a party needs to sell or buy quickly; or
- 5) Anything that relates to the negotiating strategy of a party.

*** Dual agents and intra-company agents must disclose material facts about a property to all parties.**

How Dual Agents Are Paid

Only the broker receives compensation on the sale of a property listed by that broker.

If a financial bonus is offered to an agent who sells property that is listed with his/her broker, this fact must be disclosed in writing to both the buyer and seller.

Consent for Dual Agency

I have read the above information, and I understand the terms of the dual agency. I understand that I do not have to consent to a dual agency and that if I **refuse** to consent, there will not be a dual agency; and that I may withdraw the consent at any time upon notice to the dual agent. I hereby **consent** to have

REMAX Realty Centre act as a Dual Agent for me as the
(Firm Name)

7200 Deer Lake Ln

Seller in the sale of the property at: **Rockville, MD 20855-1986**

Buyer in the purchase of a property listed for sale with the above-referenced broker.

DocuSigned by:
Connie L Mitchell
7/26/2020
Signature AF5459F745D... Date

Connie L Mitchell

DocuSigned by:
Melanie M Jewell
7/26/2020
Signature 0D0AED44A... Date

Melanie M Jewell

AFFIRMATION OF PRIOR CONSENT TO DUAL AGENCY

- The undersigned **Buyer(s)** hereby affirm(s) consent to dual agency for the following property:

7200 Deer Lake Ln, Rockville, MD 20855-1986

Property Address

Signature _____ Date _____

Signature _____ Date _____

- The undersigned **Seller(s)** hereby affirm(s) consent to dual agency for the Buyer(s) identified below:

Name(s) of Buyer(s)

Signature _____ Date _____

Connie L Mitchell

Signature _____ Date _____

Melanie M Jewell



Listing Agreement for Improved Real Property and Co-operatives

(For use in Montgomery County, MD and Washington, DC)

Property Address: 7200 Deer Lake Ln Unit: _____

Subdivision: Needwood Estates

Project: _____

City: Rockville State: MD Zip: 20855-1986

Known as Lot(s) 9 Block/Square: G Tax ID# _____

Parking Space(s) # _____ Storage Unit(s) # _____

1. **SELLER** (List all Sellers): Connie L Mitchell, Melanie M Jewell

Mailing address, if different: _____

Office Telephone: _____ Home Telephone: _____

Cell Phones: _____ / _____

Email Addresses: _____ / _____

Emergency Contact Name & Telephone (only necessary if sole seller): _____

2. **BROKER: Remax Realty Centre** Bright MLS Broker Code & Office ID: RRC

Office Address: 3300 olney-sandy spring Rd, Olney, MD 20832

Office Telephone: (301)774-5900 Broker/Supervisor Manager Name: Joe Buffington

Listing Agent: Robert Kerxton License #: 521255 - MD

Cell Phone: (301)785-9075 Direct Line: _____ Email: rkerxton@remax.net

3. **PURPOSE:** This agreement ("Agreement") establishes
- a **brokerage relationship** ("Brokerage Relationship"), an agency relationship between Seller and Broker, and
 - a **contractual obligation** ("Contractual Obligation") between Seller and Broker, in which the Broker has the exclusive right to sell, exchange or convey the herein described property ("Property"), together with all improvements, rights and easements thereon and under the terms and conditions set forth herein.

4. **LISTING PRICE:** The Property is offered for sale at a listing price ("Listing Price") of \$ 739,900.00, or such other price as is later agreed upon by Seller in writing.

5. **LISTING PERIOD:** This Agreement commences when signed and expires at 11:59 pm on October 31, 2020 ("Listing Period"). If a sales contract is ratified before this Agreement expires, providing for settlement beyond the Listing Period, the terms hereof shall be extended automatically until final disposition of the sales contract.

6. **ENTRY INTO MULTIPLE LISTING SERVICE:**

10/31/20 / 11/11/20 Seller hereby authorizes Property to be entered into Active status in Bright MLS on July 29, 2020 or within one (1) business day of Public Marketing of Property, whichever comes first. **All listings shall be available for showing immediately upon their entry into Active status in Bright MLS.** "Public Marketing" includes, but is not limited to, displaying flyers in windows, yard signs, digital marketing on public facing websites, brokerage website displays (including internet data exchanges and virtual office websites), digital communications marketing (email blasts), multi-brokerage listing sharing networks, and applications available to the general public.

©2020 The Greater Capital Area Association of REALTORS®, Inc.

This Recommended Form is the property of The Greater Capital Area Association of REALTORS®, Inc. and is for use by REALTOR® members only.

Previous editions of this form should be destroyed.

B. Key and Lockbox:

- 1) **Use:** Seller authorizes Broker to allow key-entry showings and the installation of a lock box ("Lockbox" or "Key Box") and the delivery of door access keys for use by the Greater Capital Area Association of REALTORS®, Inc. ("GCAAR") members and members of current REALTOR® Associations Signatory to the ELECTRONIC KEYBOX SERVICE AGREEMENT ("Authorized Users") to access the Property and to accompany prospective buyers, inspectors, appraisers, exterminators and other parties necessary for showings and inspecting the Property. Affiliate or non-affiliate members (i.e., inspectors, appraisers, estimators) may have access for their business purposes if permission for limited access showing code is granted below.
- 2) **Limited Access Showing Codes:** Seller hereby: (Seller to initial): clh / MMJ **authorizes OR** _____ / _____ **does not authorize** use of a one day showing code. It is understood by Seller that there is a possibility that a person may use the access code in an unauthorized manner. Therefore, caution should be used with these codes as such codes will allow certain individuals to access the property without an electronic record as to their identity. The seller recognizes that it is often desirable and advantageous to Seller and may expedite the sale of their Property to have such access available.
- 3) **Leased Property:** If the Property is under lease during the Listing Period, Seller will furnish Broker with a written authorization, signed by all lessees, authorizing the use of a Lockbox and/or keys.
- 4) **Private Insurance:** Seller is advised to take all precautions for safekeeping of valuables and to maintain appropriate insurance through Seller's own insurance company.
- 5) **Liability:** Seller agrees that he, his heirs and assigns shall indemnify, save and hold harmless said Broker, his agents, and his affiliated brokers, salespeople, cooperating brokers, subagents, affiliate members with key(s) and with Lockbox access and other individuals who have use through a one day access code and the Greater Capital Area Association of REALTORS®, Inc., from any and all claims, loss or liability arising from the use of said key(s) or Lockboxes, including Broker's negligence, breach of contract or any wrong doing exclusive of gross negligence or willful misconduct. Seller assumes all risk of any loss, damage and injury, except those caused by gross negligence or willful misconduct of any party.

10. MARKETING/VIRTUAL OFFICE WEBSITES ("VOW"):

A. Internet Marketing Options: Certain features may be displayed on the websites of multiple listing service(s) ("MLS") participants, including:

Seller to Initial **YES** **NO:**
clh / MMJ 1) Seller authorizes the listed Property to be displayed on the internet.
 If Seller has selected "No" for this Option, a consumer who conducts searches for listings on the Internet will not see information about the listed Property in response to their search. **Initial here** _____ / _____

IF "No" was selected for Option 1, skip Options 2-4. If "Yes" was selected for Option 1, continue to Options 2-4.

clh / MMJ 2) Seller authorizes the listing address, (including house/unit numbers and street name) to be displayed on the Internet.

If Seller has selected "No" for this Option, a consumer who conducts searches for listings on the Internet will not see this particular information about the listed Property in response to their search. **Initial here** _____ / _____

clh / MMJ 3) Seller authorizes the display of an automated estimate of the market value of the Property (or a hyperlink to such estimate) on MLS participants' websites.

clh / MMJ 4) Seller authorizes the display of unedited comments or reviews of the Property (or display a hyperlink to such comments or reviews) on MLS participants' websites. (also known as the "Blogging Feature").

©2020 The Greater Capital Area Association of REALTORS®, Inc.

This Recommended Form is the property of The Greater Capital Area Association of REALTORS®, Inc. and is for use by REALTOR® members only. Previous editions of this form should be destroyed.

B. During the term of this agreement, Seller may, by written request to Broker, authorize Broker to enable or disable use of either feature as described above. Broker agrees to promptly transmit the request to the Bright MLS. Broker cannot control if unauthorized or disabled features are displayed by others on the Internet. Seller understands and agrees that public websites determine their own content and use of data, and therefore Broker has no control over public websites and no obligation to remove any of the above content from public websites at any time. Broker is further authorized to and shall market the Property through various means including, but not limited to: installing a sign, photographing the interior and exterior of the Property and installing a lockbox. Seller authorizes Broker to market Property, including use of address and interior and exterior photographs, in media which may include, but not be limited to publications at Broker's discretion, except as otherwise limited by Seller in paragraph 10.A. Seller acknowledges that Broker is bound by the bylaws, policies, procedures, rules and regulations governing Bright MLS and the Lockbox system. Seller hereby authorizes Broker to report any contract of sale with sales price and terms of sale to Bright MLS for dissemination, in accordance with rules and policies.

11. INCLUSIONS/EXCLUSIONS: Unless otherwise negotiated in the sales contract, the sales price shall include those items of personal property as described in the attached Inclusions/Exclusions Disclosure. It is recommended that this Disclosure be left at the Property or placed online for prospective buyers.

12. PROPERTY CONDITION AND DISCLOSURE OF MATERIAL FACTS:

- A. Legal Requirement:** Seller acknowledges that the Broker has informed Seller of Seller's obligations to provide a property condition disclosure to prospective buyers, as defined in applicable jurisdictional forms attached hereto.
- B. Indemnify:** Seller agrees to indemnify, save, and hold Broker and his sales associates harmless from all claims, complaints, disputes, litigation, judgments and attorney's fees arising from any incorrect information supplied by Seller or from Seller's failure to disclose any material facts.
- C. Hazardous Materials and Conditions:** There are environmental conditions and hazardous materials that could affect the Property and sale. Broker does not have the technical expertise to advise Seller of their presence. Seller may employ an expert to inspect for same. In the event Seller conducts such tests and makes reports available to Broker, Seller authorizes Broker to make said reports available to prospective buyers.
- D. Amend as Applicable:** Seller agrees to amend in writing the applicable Disclosures, if any material change affecting the Property occurs during the Listing Period.

13. LEAD PAINT REGULATIONS: A SELLER WHO FAILS TO GIVE THE REQUIRED LEAD-BASED PAINT DISCLOSURE FORM AND EPA PAMPHLET ENTITLED "PROTECT YOUR FAMILY FROM LEAD IN YOUR HOME" MAY BE LIABLE UNDER THE ACT FOR THREE TIMES THE AMOUNT OF DAMAGES AND MAY BE SUBJECT TO BOTH CIVIL AND CRIMINAL PENALTIES. Seller and any agent involved in the transaction are required to retain a copy of the completed Federal Lead-Based Paint Disclosure Form for a period of three (3) years following the date of settlement.

14. RENOVATION, REPAIR AND PAINTING OF PROPERTY: In accordance with the Lead Renovation, Repair and Painting Rule ("RRP") as adopted by the Environmental Protection Agency ("the EPA"), effective April 22, 2010, if the improvements on the Property were built before 1978, contractor(s) engaged by Seller to renovate, repair or paint the Property must be certified by the EPA where such work will disturb more than six square feet of lead-based paint per room for interior projects; more than 20 square feet of lead-based paint for any exterior project; or includes window replacement or demolition ("Covered Work"). Before and during any Covered Work project, contractor(s) must comply with all requirements of the RRP.

A Seller who personally performs any Covered Work on a rental property is required to be certified by the EPA prior to performing such Covered Work. No certification is required for a Seller who personally performs Covered Work on a Seller's principal residence. However, Seller has the ultimate responsibility for the safety of Seller's family or children while performing such Covered Work. For detailed information regarding the RRP, Seller should visit <http://www2.epa.gov/lead/renovation-repair-and-painting-program>.

15. WOOD-DESTROYING INSECTS: Seller agrees to provide access to the Property for an inspection to determine evidence of infestation by termites and/or other wood-destroying insects. This inspection is in addition to the pre-settlement inspection and other inspections as agreed to in the sales contract. The inspection shall include the house, garage or other outbuildings and any fences abutting the house, as may be required by the sales contract. If infestation or damage exists, then prior to or at settlement, Seller agrees, at Seller's expense, to treat infestation and repair damage in accordance with the terms of the contract of sale or lender requirements. In the event Seller accepts a contract that includes VA financing, Seller agrees to reimburse Buyer for the reasonable cost of said inspection.

©2020 The Greater Capital Area Association of REALTORS®, Inc.

This Recommended Form is the property of The Greater Capital Area Association of REALTORS®, Inc. and is for use by REALTOR® members only. Previous editions of this form should be destroyed.

- 16. ENCUMBRANCES/LIENS/OTHER TITLE MATTERS:** Seller represents that no other person or entity owns any portion of the Property or has any ownership rights to the Property. Seller has the capacity to convey clear title and that the Property is not subject to any right to purchase, lease or acquisition by virtue of an existing option, right of first refusal or other agreement. Seller agrees not to negotiate new leases, or extend existing leases, during the Listing Period without written notification to Broker.

Seller warrants clear title and agrees to provide sufficient cash to discharge at settlement all liens and encumbrances including, but not limited to, existing deeds of trust, home equity loans, mechanic's liens, deferred transportation-related facility charges/taxes, tax judgment liens, property taxes, Co-op, Condo, HOA fees or any specific unit assessments. Seller shall comply with all orders, requirements, or notices of violations of any county or local authority, condominium unit owners' association, homeowner's or property owners' association or actions in any court on account thereof, against or affecting the Property on the date of settlement. Title is to be good and marketable, and insurable by a licensed title insurance company with no additional risk premium. In case action is required to perfect the title, such action must be taken promptly by the Seller at the Sellers' expense. Seller shall convey the Property by special warranty deed. Seller shall sign such affidavits, lien waivers, tax certifications and other documents as may be required by the lender, title insurance company, Settlement Agent, or government authority, and authorizes the Settlement Agent to obtain pay-off or assumption information from any existing lender(s) and/or lien holder(s).

Seller discloses to Broker that the following are the only existing liens/encumbrances against the Property and existing matters that could affect the title to the Property, and further agrees to disclose any new liens or matters which arise during the Listing Period:

Check any/all that apply:

- A) The Property is owned free and clear of any liens/loans or equity lines of credit. Please note that a lien may still exist if there is an equity line of credit even if the seller has no current balance on the equity line. **If checked, skip to F.**
- B) The Property is security for a **first mortgage** or Deed of Trust loan, held by (Lender or Servicer's Name):
BB & T _____ with an approximate balance of \$ **370,825.00** .
- C) The Property is security for a **second mortgage** or Deed of Trust loan, held by (Lender or Servicer's Name):
_____ with an approximate balance of \$ _____ .
- D) The Property is security for a **line of credit** or home equity line of credit, held by (Lender or Servicer's Name):
M & T _____ with an approximate balance of \$ _____ .
- E) The Seller is in **default** on any of the loans identified in numbered items B, C, and D above for which the Seller has received any notices of such default(s), notice of threatened foreclosure or notice of the actual filing of foreclosure.
- F) This transaction could result in a **short sale** (in which sale proceeds may not cover all outstanding loans/liens plus transaction costs). If yes, the **GCAAR Short Sale Addendum to Listing Contract must be attached.**
- G) There are **liens** filed or secured against the Property for Federal, State or local income taxes; unpaid real property taxes; or unpaid Co-operative, Condominium or Homeowners' Association fees/assessments; or utility liens.
- H) There are **judgements** against Seller (including each Seller jointly held property) or the Seller has knowledge of any matter that might result in a judgement that may potentially affect the Property.
- I) The Seller has filed for **bankruptcy** protection under United States law, or the Seller is contemplating doing so during the term of this Listing Agreement. Seller expressly authorizes Broker to contact bankruptcy attorney to determine the impact of such filing including, but not limited to, if Seller has the authority to enter into this Listing Agreement, if this Listing Agreement must be approved by the Bankruptcy Court, and if any future sales contract requires Bankruptcy Court approval. Seller must immediately notify Broker if Seller files during the term of this Listing Agreement.
- J) The Property subject to an **estate**.
- K) There is a **deceased co-owner**; a death certificate will be required at settlement.
- L) There is a pending **divorce** proceeding; attached is a copy of any Separation Agreement.
- M) There are any **other legal proceedings** pending that could result in a judgment against the Seller or affect the property, such as: _____
- N) Any Seller is a **foreign person for purposes of U.S. income taxation**. See Paragraph 21.B.

During the term of the Listing Agreement, should any change occur with respect to any of the answers to items A-N above, Seller shall IMMEDIATELY give written Notice to Broker and Listing Agent of such change(s).

©2020 The Greater Capital Area Association of REALTORS®, Inc.

This Recommended Form is the property of The Greater Capital Area Association of REALTORS®, Inc. and is for use by REALTOR® members only. Previous editions of this form should be destroyed.

17. OWNERSHIP WITH ASSESSMENTS:

The Property is a member of the following association(s), and applicable addenda relative to each is hereby attached:

Condominium Co-operative Homeowners' Association (HOA)

18. SMOKE DETECTOR AND CARBON MONOXIDE DETECTOR REQUIREMENTS: Seller shall have smoke detectors and carbon monoxide detectors installed and operational in accordance with the requirements of the jurisdiction in which the Property is located prior to settlement.

19. FAIR HOUSING LAWS: In compliance with federal fair housing regulations, the Property shall be made available to all persons without regard to race, color, religion, national origin, sex, physical or mental handicaps or familial status. Additional protected classes exist for the District of Columbia, the State of Maryland and some local jurisdictions.

20. CLOSING COSTS: Seller acknowledges that Buyers have the right to select the title insurance company, settlement or escrow company or title attorney. Seller agrees to pay settlement costs including, but not limited to, the release of liens or encumbrances against the Property, deed preparation, other legal document preparation, courier/delivery charges, reasonable settlement fees, and, in addition, transfer and recordation taxes and any other costs agreed upon in the sales contract.

21. FEDERAL TAX REPORTING/WITHHOLDING:

- A. 1099 Reporting:** Section 1445 of the Internal Revenue Code may require the settlement agent to report the gross sales price, Seller's federal tax identification number and other required information to the IRS. Seller will provide to the settlement agent such information at the time of settlement.
- B. Foreign Investment Real Property Tax Act Withholding ("FIRPTA"):** If Seller is a foreign person for purposes of U.S. income taxation, the IRS requires that a percentage of the sales price be withheld from Seller's proceeds at the time of settlement: those funds are to be applied towards the payment of any capital gains tax that might be due. A foreign person includes, but is not limited to; non-resident aliens, foreign corporations, foreign partnerships, foreign trusts or foreign estates ("Foreign Person"). Sellers are advised to seek legal and/or financial advice concerning these matters. If Seller is not a Foreign Person, Seller shall execute an affidavit to this effect at the time of settlement.

22. GENERAL PROVISIONS:

- A. Laws and Regulations:** Seller acknowledges that Broker must comply with federal, state and local laws and regulations as well as real estate licensing laws and regulations of either the District of Columbia or the State of Maryland.
- B. Competing Properties:** Seller understands that Broker may have or obtain listings of other similar properties and that potential buyers may consider, make offers on, or purchase through Broker properties that are similar to Seller's property. Seller consents to Broker's representation of Sellers and Buyers of other similar properties before, during and after the expiration of this Agreement.
- C. Subsequent Offers:** Upon receipt by Broker of a ratified contract of sale pursuant to this Listing Agreement, Broker shall have no further obligation hereunder to procure any additional purchase offers.
- D. Delivery:** Delivery or Delivered means hand carried, sent by overnight delivery service, sent by wired or electronic medium which produces a tangible record of the transmission (such as "fax", email which includes an attachment with an actual copy of the executed instruments being transmitted, or U.S. Postal mailing.) In the event of overnight delivery service, Delivery will be deemed to have been made on the next business day following the sending, unless earlier receipt is acknowledged in writing. In the event of U.S. Postal mailing, Delivery will be deemed to have been made on the third business day following the mailing, unless earlier receipt is acknowledged in writing.
- E. Notice:** This Agreement shall be deemed enforceable when it and all addenda and any modifications thereto have been signed, initialed where required by Seller and Broker (or Supervising Manager), and Delivered to the other party.
- F. Paragraph Headings:** The Paragraph headings in this Agreement are for reference and convenience only, and do not define or limit the intent, rights or obligations of the parties.
- G. Definitions:** The singular shall include the plural, the plural the singular, and the use of either gender shall include the other gender.
- H. "Buyer"** means "purchaser" and vice versa.

©2020 The Greater Capital Area Association of REALTORS®, Inc.

This Recommended Form is the property of The Greater Capital Area Association of REALTORS®, Inc. and is for use by REALTOR® members only. Previous editions of this form should be destroyed.

23. **AUTHORITY TO DISCLOSE EXISTING OFFERS:** Seller is advised that prospective buyers or cooperating brokers may inquire of Broker or Broker's agents the existence of other offers for the purchase of the Property. Disclosure of other offers could result in the buyer making the highest and best offer as promptly as possible or such disclosure could result in the interested buyer electing not to make an offer. Seller(s) hereby **authorizes OR** **does not authorize** the Broker to disclose the existence of other offers on the Property in response to inquiries from buyers or cooperating brokers. Such disclosure may include the source of offers (the listing licensee, another licensee in the listing firm, or a cooperating broker).

24. **HOMEOWNER WARRANTY:**

Seller **does OR** **does not** elect to purchase a homeowner warranty, which may be in effect during the Listing Period and may transfer to the buyer upon settlement. Seller should review the scope of coverage, exclusions and limitations.

Cost not to exceed \$ _____ Warranty provider to be _____

25. **BINDING AGREEMENT:**

- A. This Agreement contains the entire legally binding agreement between Seller and Broker and cannot be changed except with written consent of all parties. Any prior discussion between the parties concerning this subject matter is superseded by this Agreement.
- B. This Agreement shall survive execution and delivery of the deed and shall not be merged therein. If this Agreement is signed by more than one person, it shall constitute the joint and several obligations of each party. Further, this Agreement is binding upon the parties, their personal representatives, successors, heirs and assigns.
- C. This Agreement shall be interpreted and construed in accordance with the laws of the jurisdiction where the Property is located.
- D. Seller hereby acknowledges that he has read and understands this Agreement, understands he may seek legal advice prior to signing it, and acknowledges that all information provided to Broker by Seller is true and correct to the best of Seller's knowledge. Seller hereby acknowledges receipt of a copy of this legally binding agreement and agrees to be bound by its terms and conditions.

26. **TERMINATION:**

- A. **DC Properties:** This Agreement may be terminated prior to the end of the Listing Period only by mutual written agreement of the parties.
- B. **Montgomery County Properties:** See required Jurisdictional Addendum to the Listing Agreement.

27. **ADDITIONAL TERMS:**

Seller requires a financial sheet with all offers.

DocuSigned by:
Connie L Mitchell 7/26/2020
 Seller 4771AF5459F745D... Date
Connie L Mitchell

DocuSigned by:
Melanie M Jewell 7/26/2020
 Seller 3A9B329D0AED44A... Date
Melanie M Jewell

DocuSigned by:
Joe Buffington 7/26/2020
 By: _____ Date
 Broker/Supervising Manager
Joe Buffington

DocuSigned by:
Robert Kerxton 7/26/2020
 Listing Agent
Robert Kerxton

NOTE: If any party is signing for another as a fiduciary, attach appropriate Power of Attorney, Letter of Administration, or other authorization as applicable. An original document will be required for settlement.



**Montgomery County Jurisdictional Addendum to the
Listing Agreement for Improved Real Property**
(Required for all Listing Agreements in Montgomery County)

The Listing Agreement July 22, 2020, by and between Connie L Mitchell, Melanie M Jewell
Sellers and Remax Realty Centre, Broker for
the property known as 7200 Deer Lake Ln, Rockville, MD 20855-1986
is hereby amended by the incorporation of this Addendum, which shall supersede any provisions to the contrary in this Agreement.

1. AGENCY:

- A. Agency Disclosure and Consent for Dual Agency:** Seller acknowledges that the Broker has informed Seller of his rights and obligations as defined in "Consent for Dual Agency." Copies attached hereto.
- B. Ministerial Acts:** Seller agrees that the Agent may perform ministerial acts for the Buyer. A "ministerial act" is an act where the Agent assists the Buyer to complete or fulfill a sales contract with the Seller and an act that does not involve discretion or the exercise of the Agent's own judgment.

- 2. FAIR HOUSING:** Seller acknowledges that Montgomery County and the State of Maryland require that the Property shall be made available to all persons without regard to race, color, religious creed, ancestry, national origin, sex, marital status, disability, presence of children, family responsibilities, sexual orientation, source of income, age or gender identity.

- 3. TRANSFER AND RECORDATION FEES:** There are three taxes payable in Montgomery County when a Deed is recorded: 1) the State Recordation Tax; 2) the State Transfer Tax and 3) the Montgomery County Transfer Tax.

Maryland law requires that the cost of these three taxes shall be paid as follows:

- A.** If Buyer is not a first time Maryland home buyer*, then such taxes shall be shared equally between Seller and Buyer, unless otherwise negotiated in the sales contract.
- B.** If Buyer is a first time Maryland home buyer*, then all the transfer and recordation taxes shall be paid by the Seller, unless otherwise negotiated in the sales contract.
- C.** If Buyer is a first time Maryland home buyer*, Maryland law states that the rate of the State Transfer Tax is reduced to ¼ % of the sales price and shall be paid by the Seller.

*Under Maryland Code § 14-104, a first time Maryland home buyer is defined as an individual who has never owned residential real property in the State that has been the individual's principal residence **AND** the residence being purchased will be occupied by the home buyer as their principal residence.

- 4. MARYLAND NON-RESIDENT SELLER TRANSFER WITHHOLDING TAX DISCLOSURE:** Seller acknowledges, pursuant to Maryland Code § 10-912 of the Tax-Property Article, Annotated Code of Maryland, that if Seller is
- A.** a non-resident individual of the State of Maryland, **OR**
- B.** a non-resident entity which is not formed under the laws of the State of Maryland and is not qualified by or registered with the Maryland State Department of Assessments and Taxation to do business in the State of Maryland, the deed or other instrument of writing that effects a change of ownership to the Property may not be recorded with the clerk of the court for a county or filed with the Maryland State Department of Assessments and Taxation unless payment is first made by the Seller in an amount equal to:
- i.** 8 % of the total payment to a non-resident individual(s) Seller; **OR**
- ii.** 8.25 % of the total payment to a non-resident entity Seller

UNLESS each Seller:

- 1.** Certifies, in writing, under the penalties of perjury, that the Seller is a resident of the State of Maryland or is a resident entity of the State of Maryland; **OR**

©2020 The Greater Capital Area Association of REALTORS®, Inc.

This Recommended Form is property of the Greater Capital Area Association of REALTORS®, Inc. and is for use by members only.

Previous editions of this Form should be destroyed.

- 2. Presents to the clerk of the circuit court for a county or the Maryland State Department of Assessments and Taxation a certificate issued by the Comptroller of the State of Maryland stating that
 - a. there is no tax due in connection with the sale or exchange of the Property; or
 - b. a reduced amount of tax is due from the Seller and the reduced amount is collected by the clerk of the circuit court for a county or the Maryland Department of Assessments and Taxation before recording or filing; (NOTE: If Seller intends to obtain a certificate from the Comptroller's office, Seller should immediately contact the Comptroller at 1-800-MD-TAXES (1-800-638-2937). Obtaining the certificate requires a MINIMUM of at least three (3) weeks); **OR**
- C. Has satisfied the tax liability or has provided adequate security to cover such liability; **OR**
- D. Certifies, in writing, under the penalties of perjury, that the Property being transferred is the Seller's principal residence.

As defined under Maryland law and as used in a) and b) above, the term "Total Payment" means the net proceeds paid to the Seller for the Property and associated tangible personal property, less: 1) debts owed by the Seller and secured by a mortgage or other lien against the Property being paid upon the sale or exchange of the Property and 2) other expenses of the Seller arising out of the sale or exchange of the Property and disclosed on a settlement statement prepared in connection with the sale or exchange of the Property. "Total Payment" includes the fair market value of any property transferred to the Seller.

- 5. **RECEIPT OF INFORMATION AND COMPLETION OF DISCLOSURES:** Seller acknowledges Seller's receipt of and/or completion of the following disclosures, as applicable, and authorizes Broker to make them available to prospective purchasers:
 - "Maryland Residential Property Disclosure or Disclaimer Statement" (Form 912)
 - "Lead Paint - Federal Disclosure of Lead-Based Paint and Lead-Based Paint Hazards for SALES" (Form 907A)
 - "Lead Paint - Federal Disclosure of Lead-Based Paint and Lead-Based Paint Hazards for RENTALS" (Form 907B)
 - "Maryland Lead Poisoning Prevention Program Disclosure" (Form 908)
 - "REA - Regulations, Easements and Assessments Disclosure Addendum" (Form 900)
 - "Inclusions/Exclusions Disclosure and/or Addendum: (Form 911)
 - NAR Pamphlet, "What Everyone Should Know About Equal Opportunity in Housing"
- 6. **OPEN HOUSE:** During an open house, Seller hereby gives consent to Broker and licensees thereof to discuss other properties unless otherwise specified here: _____
- 7. **HOME SECURITY SYSTEMS THAT MONITOR OR RECORD AUDIO:** Seller is advised that Maryland law prohibits audio recording and/or monitoring of private conversations without the consent of all parties.
- 8. **OFFER PRESENTATION:** All written offers or counteroffers shall be presented to the Seller in full as a hard copy or in electronic format unless otherwise specified here: _____
- 9. **TERMINATION:**
 - A. The Brokerage Relationship established by this Agreement may be terminated unilaterally by either party prior to the end of the Listing Period by either party Delivering 7 days advance Notice to the other.
 - B. Even if the Brokerage Relationship is terminated under the terms above, the **Contractual Obligations** shall remain in full force and effect, unless terminated by mutual written consent of all parties. In addition, the terms of GCAAR Listing Agreement paragraph 7.A.2 or MR Listing Agreement paragraph 14 ("Protection Period") shall survive even if the Agreement is terminated early.

DocuSigned by:
 Connie L Mitchell
 Seller
 7/26/2020
 Date

Joe Buffington
 Managing Broker Name

DocuSigned by:
 Connie J Mitchell
 Seller
 Melanie M Jewell
 7/26/2020
 Date

DocuSigned by:
 Joe Buffington
 Managing Broker Signature
 7/26/2020
 Date

DocuSigned by:
 Robert Kerxton
 Listing Agent Signature
 7/26/2020
 Date

Robert Kerxton

©2020 The Greater Capital Area Association of REALTORS®, Inc.
 This Recommended Form is property of the Greater Capital Area Association of REALTORS®, Inc. and is for use by members only.
 Previous editions of this Form should be destroyed.



Inclusions/Exclusions Disclosure and Addendum

Required for use with GCAAR Listing Agreement & Sales Contract

PROPERTY ADDRESS: 7200 Deer Lake Ln, Rockville, MD 20855-1986

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, 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 is noted in the blank.

KITCHEN APPLIANCES

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

ELECTRONICS

- Alarm System
- Intercom
- Satellite Dishes

RECREATION

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

LIVING AREAS

- Fireplace Screen/Door
- Gas Log
- Ceiling Fans
- Window Fans
- Window Treatments

OTHER

- Storage Shed
- Garage Door Opener
- 2** Garage Door Remote/Fob
- Back-up Generator
- Radon Remediation System
- Solar Panels
- All Family room Electronic Equipment
- TV in Kitchen and Basement**

LAUNDRY

- Washer
- Dryer

WATER/HVAC

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

EXCLUSIONS: _____

LEASED ITEMS, LEASED SYSTEMS & SERVICE CONTRACTS: Leased items/systems or service contracts, including but not limited to: solar panels & systems, appliances, fuel tanks, water treatment systems, lawn contracts, 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.

| | |
|--|--|
| Disclosed by <u>Connie L Mitchell</u> 7/26/2020 Seller: Connie L Mitchell Date | Disclosed by <u>Melanie M Jewell</u> 7/26/2020 Seller: Melanie M Jewell Date |
|--|--|

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

The Contract of Sale dated _____ between Seller **Connie L Mitchell, Melanie M Jewell** 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 |



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: 7200 Deer Lake Ln, Rockville, MD 20855-1986

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) RS 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.

DocuSigned by: Connie L Mitchell 7/26/2020
Seller _____ Date

Buyer _____ Date

DocuSigned by: Melanie M Jewell 7/26/2020
Seller _____ Date

Buyer _____ Date

DocuSigned by: Robert Kerxton 7/26/2020
Agent for Seller, if any _____ Date

Agent for Buyer, if any _____ Date

GCAAR # 907A: Federal Lead Paint Sales Disclosure -MC & DC 2016, The Greater Capital Area Association of REALTORS®, Inc. 2/2016
This Recommended Form is the property of the Greater Capital Area Association of REALTORS®, Inc. and is for use by REALTOR members only. Previous editions of this Form should be destroyed.



**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 Connie L Mitchell, Melanie M Jewell for the Property
known as 7200 Deer Lake Ln, Rockville, MD 20855-1986.

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.

©2016, The Greater Capital Area Association of REALTORS®, Inc.

This recommended form is the property of The Greater Capital Area Association of REALTORS®, Inc. and is for use by members only.

Previous editions of those forms should be destroyed.

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.

| | | | |
|---|-----------|--|--|
| <small>DocuSigned by:</small> <i>Connie L Mitchell</i> Connie L Mitchell | 7/26/2020 | | |
| <small>DocuSigned by:</small> <i>Melanie M Jewell</i> Melanie M Jewell | 7/26/2020 | | |
| <small>DocuSigned by:</small> <i>Robert Kerxton</i> Robert Kerxton | 7/26/2020 | | |

©2016, The Greater Capital Area Association of REALTORS®, Inc.

This recommended form is the property of The Greater Capital Area Association of REALTORS®, Inc. and is for use by members only.

Previous editions of those forms should be destroyed.



MARYLAND RESIDENTIAL PROPERTY DISCLOSURE AND DISCLAIMER STATEMENT

Property Address: **7200 Deer Lake Ln, Rockville, MD 20855-1986**

Legal Description: **Needwood Estates, Lot 9 Block G**

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 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.

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.

How long have you owned the property? 12 1/2 years

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** _____

©2019 The Greater Capital Area Association of REALTORS®, Inc.

Previous editions of this Form should be destroyed.

Garbage Disposal Yes No
 Dishwasher Yes No
 Heating Oil Natural Gas Electric Heat Pump Age _____ Other _____
 Air Conditioning Oil Natural Gas Electric Heat Pump Age _____ Other _____
 Hot Water Oil Natural Gas Electric Capacity _____ Age _____ Other _____

Please indicate your actual knowledge with respect to the following:

1. Foundation: Any settlement or other problems? Yes No Unknown
 Comments: _____

2. Basement: Any leaks or evidence of moisture? Yes No Unknown Does Not Apply
 Comments: _____

3. Roof: Any leaks or evidence of moisture? Yes No Unknown
 Type of Roof: _____ Age 2011 (replaced)
 Comments: rear roof replaced due to ice damming
 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: Heavy w 2008

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: NA Yes No Unknown
 Comments: _____
 Fire sprinkler system: Yes No Unknown Does Not Apply
 Comments: _____
 Are the systems in operating condition? Yes No Unknown
 Comments: _____

11. Insulation:
In exterior walls? [X] Yes [] No [] Unknown
In ceiling/attic? [X] Yes [] No [] Unknown
In any other areas? [] Yes [X] No Where? _____

Comments: _____

12. Exterior Drainage: Does water stand on the property for more than 24 hours after a heavy rain?
[] Yes [X] No [] Unknown

Comments: _____

Are gutters and downspouts in good repair? [X] Yes [] No [] Unknown

Comments: oversized gutters installed in 2011

13. Wood-destroying insects: Any infestation and/or prior damage? [] Yes [X] No [] Unknown

Comments: _____

Any treatments or repairs? [] Yes [X] No [] Unknown
Any warranties? [] Yes [X] No [] Unknown

Comments: _____

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

[X] 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 [X] 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? [X] Yes [] No [] Does Not Apply [] Unknown

Comments: Electrical 2016

17. Is the property located in a flood zone, conservation area, wetland area, Chesapeake Bay critical area or Designated Historic District? [] Yes [X] 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 [X] 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 [X] 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) Connie L Mitchell Date 7/26/2020

Seller(s) Melanie M Jewell Date 7/26/2020

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 1-702 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) has 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 _____



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 7200 Deer Lake Ln
 City Rockville, State MD Zip 20855-1986 between
 Seller Connie L. Mitchell, Melanie M Jewell 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 websites 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:** Maryland law requires that ALL smoke alarms be less than 10 years from date of manufacture. Also, BATTERY-ONLY operated smoke alarms must be sealed units incorporating a silence/hush button and long-life batteries. 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.
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:** A radon test must be performed on or before the Settlement Date 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 and both Seller and Buyer MUST receive a copy of the radon test results. **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.**

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

©2019 The Greater Capital Area Association of REALTORS®, Inc.

This Recommended Form is the property of the Greater Capital Area Association of REALTORS®, Inc. and is for use by members only.
 Previous editions of this Form should be destroyed.

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.

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 maybe 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.

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

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

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

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

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

By signing below, the Buyer acknowledges that, prior to signing the Contract, the Seller has provided the information referenced above, or has informed the Buyer that the Seller does not know the information referenced above; the Buyer further understands that, to stay informed of future changes in County and municipal water and sewer plans, the Buyer should consult the County Planning Board or any appropriate municipal planning or water and sewer agency.

Buyer

Date

Buyer

Date

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 Does the Property contain an UNUSED underground storage tank? Yes No Unknown. If yes, explain when, where and how it was abandoned: abandoned in 2011. See attached paperwork.

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 charged 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.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.

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.

_____/_____
Buyer's 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 <https://www2.montgomerycountymd.gov/estimatedtax/FAQ.aspx#3607>. 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 https://www2.montgomerycountymd.gov/estimatedtax/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 Proposed Development Districts can be obtained at https://www2.montgomerycountymd.gov/estimatedtax/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: _____.

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 or at www.plats.net. Buyers shall check ONE of the following:

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.

_____/_____
Buyer's Initials

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.

- 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.

©2019 The Greater Capital Area Association of REALTORS®, Inc.
This Recommended Form is the property of the Greater Capital Area Association of REALTORS®, Inc. and is for use by members only.
Previous editions of this Form should be destroyed.



MONTGOMERY COUNTY

- | | |
|--|--|
| <ol style="list-style-type: none"> 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 | <ol style="list-style-type: none"> 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 |
|--|--|

©2019 The Greater Capital Area Association of REALTORS®, Inc.

This Recommended Form is the property of the Greater Capital Area Association of REALTORS®, Inc. and is for use by members only. Previous editions of this Form should be destroyed.

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, 9701C. 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 websites for this information:

<http://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 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.

DocuSigned by:

 7/26/2020
 Seller 4771AF5459F745D... Date
Connie L Mitchell

Buyer _____ Date

DocuSigned by:

 7/26/2020
 Seller 3A9B329D0AED44A... Date
Melanie M Jewell

Buyer _____ Date

©2019 The Greater Capital Area Association of REALTORS®, Inc.

This Recommended Form is the property of the Greater Capital Area Association of REALTORS®, Inc. and is for use by members only. Previous editions of this Form should be destroyed.

**Agent 360****7200 Deer Lake Ln, Derwood, MD 20855-1986****Unincorporated****Tax ID 160402463497****Public Records****Summary Information**

| | | | |
|-------------------|--------------------------------------|---------------------|-------------|
| Owner: | Connie L Mitchell & Melanie M Jewell | Property Class: | Residential |
| Owner Address: | 7200 Deer Lake Ln | Annual Tax: | \$6,753 |
| Owner City State: | DERWOOD MD | Record Date: | 10/14/14 |
| Owner Zip+4: | 20855-1986 | Book: | 49282 |
| Owner Occupied: | Yes | Page: | 236 |
| Owner Carrier Rt: | C004 | Tax Record Updated: | 03/24/20 |

Geographic Information

| | | | |
|--------------------|----------------------------------|--------------------|------------------|
| County: | Montgomery, MD | Lot: | 9 |
| Municipality: | Unincorporated | Qual Code: | ABOVE AVERA |
| High Sch Dist: | Montgomery County Public Schools | Sub District: | 4 |
| Tax ID: | 160402463497 | Legal Subdivision: | NEEDWOOD ESTATES |
| Tax Map: | GS43 | | |
| Tax ID Alt: | 160402463497 | | |
| Block: | G | | |
| City Council Dist: | 4 | | |

Assessment & Tax Information

| | | | | | |
|-------------------|---------|--------------------|-----------|---------------------|-----------|
| Tax Year: | 2020 | Annual Tax (Est): | \$6,753 | Taxable Total Asmt: | \$578,100 |
| County Tax (Est): | \$6,236 | Taxable Land Asmt: | \$276,500 | Special Tax: | \$209 |
| Asmt As Of: | 2020 | Taxable Bldg Asmt: | \$301,600 | Refuse Fee: | \$308 |
| | | State/County Tax: | \$6,237 | | |
| | | | | Class Code: | 42 |

Lot Characteristics

| | | | |
|--------|--------|--------------|-------------------------------|
| Sq Ft: | 21,502 | Zoning: | RE1 |
| Acres: | 0.4940 | Zoning Desc: | RES, ONE-FAMILY (FORMERLY RE) |

Building Characteristics

| | | | | | |
|-------------------|-------------|--------------------|----------|-------------------|----------|
| Stories: | 2.00 | Full Baths: | 4 | Garage Type: | Attached |
| Total Units: | 1 | Total Baths: | 4.0 | Sewer: | Public |
| Abv Grd Fin SQFT: | 2,943 | Exterior: | Other | Year Built: | 1987 |
| Model: | Split Level | Residential Style: | Bi-Level | Total Below Grade | 770 |
| Fireplace Total: | 1 | Dormer #: | 21 | SQFT: | |

| | | |
|---------------------------|-------------------------------|------------------------------------|
| Patio Deck Type: DECK | Stories Desc: 2 | Total Garage SQFT: 522 |
| Garage Const: FRAME | Basement Desc: Walkout Stairs | Other Amenities: LAVATORY; WET BAR |
| Cooling: Combined System | Roof: Shingle - Composite | |
| | Fireplace: Yes | |
| | Fireplace Type: FRAM | |
| | Patio/Deck SQFT: 416 | |
| | Att Grg SQFT: 522 | |
| | Heat Delivery: Forced Air | |
| | Property Class R | |
| | Code: | |
| Sec 1 Construction: | Sec 1 Area: 12 | Sec 1 Story Type: 1 |
| Sec 2 Construction: | Sec 2 Area: 128 | Sec 2 Story Type: |
| Sec 3 Construction: | Sec 3 Area: 288 | Sec 3 Story Type: |
| Sec 4 Construction: Frame | Sec 4 Area: 522 | Sec 4 Story Type: |
| Sec 5 Construction: | Sec 5 Area: 1776 | Sec 5 Story Type: 2 |

Codes & Descriptions

Land Use: 011 Residential
 County Legal Desc: NEEDWOOD ESTATES
 Use Type: 2 Story No Basement

MLS History

| MLS Number | Category | Status | Status Date | Price |
|------------|----------|----------|-------------|-----------|
| MDMC129538 | RES | Closed | 03/20/08 | \$650,000 |
| MDMC545410 | RES | Canceled | 11/30/07 | \$749,900 |

Sale & Mortgage

Record Date: 10/14/2014 Book: 49282
 Settle Date: Page: 236
 Sales Amt: Doc Num:
 Sale Remarks:
 Owner Names: Connie L Mitchell & Melanie M Jewell

Mort Rec Date: 08/18/2016 Lender Name: MANUFACTURERS & TRADERS TR CO
 Mort Date: 07/07/2016 Term: 0
 Mort Amt: \$50,000 Due Date:
 Remarks: ARM, Conv, Home Equity Loan

Record Date: 03/28/2008 Book: 0
 Settle Date: Page: 0
 Sales Amt: \$650,000 Doc Num:
 Sale Remarks:
 Owner Names: Connie L Mitchell

Mort Rec Date: 04/09/2013 Lender Name: APEX HM LNS
 Mort Date: 03/25/2013 Term: 30
 Mort Amt: \$455,000 Due Date: 04/01/2043
 Remarks: Conv, Refinance

Record Date: 11/05/1986 Book: 0
 Settle Date: Page: 0
 Sales Amt: \$205,695 Doc Num:
 Sale Remarks:
 Owner Names: B Michael & C A Braun

The data on this report is compiled by BRIGHT from various public and private sources. The data on this is not a legal flood determination. Errors may exist in any field on this report, including owner's name, tax amounts, mortgage history, and property characteristics. Verify the accuracy of all data with the county or municipality.

Real Property Data Search (w1)

Search Result for MONTGOMERY COUNTY

[View Map](#)
[View GroundRent Redemption](#)
[View GroundRent Registration](#)

Special Tax Recapture: None**Account Identifier:** District - 04 Account Number - 02463497

Owner Information

| | | | |
|-------------------------|--|-----------------------------|---------------|
| Owner Name: | MITCHELL CONNIE L. JEWELL MELANIE M. | Use: | RESIDENTIAL |
| Mailing Address: | 7200 DEER LAKE LN DERWOOD MD 20855-1986 | Principal Residence: | YES |
| | | Deed Reference: | /49282/ 00236 |

Location & Structure Information

| | | | |
|--------------------------|-------------------------------------|---------------------------|------------------|
| Premises Address: | 7200 DEER LAKE LN DERWOOD 20855- | Legal Description: | NEEDWOOD ESTATES |
|--------------------------|-------------------------------------|---------------------------|------------------|

| | | | | | | | | | | |
|-------------|--------------|----------------|----------------------|---------------------|-----------------|---------------|-------------|-------------------------|------------------|---------|
| Map: | Grid: | Parcel: | Neighborhood: | Subdivision: | Section: | Block: | Lot: | Assessment Year: | Plat No: | 14822 |
| GS43 | 0000 | 0000 | 4310030.16 | 0030 | | G | 9 | 2018 | Plat Ref: | / 14822 |

Town: None

| | | | | |
|--------------------------------|--------------------------------|-------------------------------|---------------------------|-------------------|
| Primary Structure Built | Above Grade Living Area | Finished Basement Area | Property Land Area | County Use |
| 1987 | 2,943 SF | | 21,502 SF | 111 |

| | | | | | | | |
|----------------|-----------------|-------------|-----------------|----------------|-----------------------|---------------|--|
| Stories | Basement | Type | Exterior | Quality | Full/Half Bath | Garage | Last Notice of Major Improvements |
| 2 | NO | SPLIT LEVEL | FRAME/ | 5 | 4 full | 1 Attached | |

Value Information

| | Base Value | Value | Phase-in Assessments | |
|---------------------------|-------------------|--------------|-----------------------------|------------|
| | | As of | As of | As of |
| | | 01/01/2018 | 07/01/2019 | 07/01/2020 |
| Land: | 251,400 | 276,500 | | |
| Improvements | 289,200 | 301,600 | | |
| Total: | 540,600 | 578,100 | 565,600 | 578,100 |
| Preferential Land: | 0 | | | 0 |

Transfer Information

| | | |
|---------------------------------------|-----------------------------|-------------------------|
| Seller: MITCHELL CONNIE L. | Date: 10/14/2014 | Price: \$0 |
| Type: NON-ARMS LENGTH OTHER | Deed1: /49282/ 00236 | Deed2: |
| Seller: BRAUN, MICHAEL M & C A | Date: 03/28/2008 | Price: \$650,000 |
| Type: ARMS LENGTH IMPROVED | Deed1: /35496/ 00518 | Deed2: |
| Seller: | Date: | Price: |
| Type: | Deed1: | Deed2: |

Exemption Information

| | | | |
|------------------------------------|--------------|------------|------------|
| Partial Exempt Assessments: | Class | 07/01/2019 | 07/01/2020 |
| County: | 000 | 0.00 | |
| State: | 000 | 0.00 | |
| Municipal: | 000 | 0.00 0.00 | 0.00 0.00 |

Special Tax Recapture: None

Homestead Application Information

Homestead Application Status: Approved 11/21/2008

Homeowners' Tax Credit Application Information

Homeowners' Tax Credit Application Status: No Application **Date:**

1. This screen allows you to search the Real Property database and display property records.
2. Click [here](#) for a glossary of terms.
3. Deleted accounts can only be selected by Property Account Identifier.
4. The following pages are for information purpose only. The data is not to be used for legal reports or documents. While we have confidence in the accuracy of these records, the Department makes no warranties, expressed or implied, regarding the information.



REAL PROPERTY CONSOLIDATED TAX BILL

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

ANNUAL BILL
 TAX PERIOD 07/01/2020-06/30/2021
 FULL LEVY YEAR
 LEVY YEAR 2020

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

MITCHELL CONNIE L.
 JEWELL MELANIE M.
 7200 DEER LAKE LN
 DERWOOD, MD 20855-1986

PRINCIPAL RESIDENCE

| BILL DATE |
|----------------------|
| 07/21/2020 |
| PROPERTY DESCRIPTION |
| NEEDWOOD ESTATES |

| LOT | BLOCK | DISTRICT | SUB | TAX CLASS | BILL # | ACCOUNT # | |
|---|-------|------------|-------------------|------------|--|-------------|--------------|
| 9 | G | 04 | 030 | R042 | 40220636 | 02463497 | |
| MORTGAGE INFORMATION | | | PROPERTY ADDRESS | | | REFUSE AREA | REFUSE UNITS |
| BB&T MORTGAGE <small>SEE REVERSE</small> | | | 7200 DEER LAKE LN | | | R8 | 1 |
| TAX DESCRIPTION | | ASSESSMENT | RATE | TAX/CHARGE | *PER \$100 OF ASSESSMENT | | |
| STATE PROPERTY TAX | | 578,100 | .1120 | 647.47 | CURRENT YEAR FULL CASH VALUE TAXABLE ASSESSMENT | | |
| COUNTY PROPERTY TAX | | 578,100 | .9912 | 5,730.13 | 578,100 | | |
| SOLID WASTE CHARGE | | | 329.8600 | 329.86 | CONSTANT YIELD RATE INFORMATION | | |
| WATER QUALITY PROTECT CHG (SF) | | | | 215.20 | COUNTY RATE OF 0.6948 IS LESS THAN THE CONSTANT YIELD RATE OF 0.7080 BY 0.0132 | | |
| TOTAL | | | | 6,922.66 | | | |
| CREDIT DESCRIPTION | | ASSESSMENT | RATE | AMOUNT | | | |
| COUNTY PROPERTY TAX CREDIT | | | | -692.00 | | | |
| TOTAL CREDITS | | | | -692.00 | | | |
| PRIOR PAYMENTS **** | | | | 0 | | | |
| INTEREST | | | | 0 | | | |
| Total Annual Amount Due : | | | | 6,230.66 | | | |

YOU CAN VIEW AND PAY YOUR BILL ON THE INTERNET AT www.montgomerycountymd.gov/finance

PLEASE RETAIN THE TOP PORTION FOR YOUR RECORDS.



RETURN THIS PORTION WITH PAYMENT
REAL PROPERTY CONSOLIDATED TAX BILL
 TAX PERIOD 07/01/2020 - 06/30/2021
 FULL LEVY YEAR

| BILL # |
|----------|
| 40220636 |

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

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

| ACCOUNT # | LEVY YEAR | AMOUNT DUE |
|-----------|-----------|------------|
| 02463497 | 2020 | 3,115.36 |

DUE SEP 30 2020
 PLEASE INDICATE AMOUNT BEING PAID

| AMOUNT PAID |
|-------------|
| |

MITCHELL CONNIE L.
 JEWELL MELANIE M.
 7200 DEER LAKE LN
 DERWOOD, MD 20855-1986

2082020640220636100003115367000000000



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

| | | |
|------------------------|--------------------|--|
| ACCOUNT NUMBER: | | 02463497 |
| PROPERTY: | OWNER NAME | MITCHELL CONNIE L. |
| | ADDRESS | 7200 DEER LAKE LN DERWOOD , MD 20855- |
| | TAX CLASS | 42 |
| | REFUSE INFO | Refuse Area: R8 Refuse Unit: 1 |

| TAX INFORMATION: | | | |
|--|--|------------------------------|----------------------------------|
| TAX DESCRIPTION | FY20 PHASE-IN VALUE₁ | FY20 RATE₂ | ESTIMATED FY20 TAX/CHARGE |
| STATE PROPERTY TAX | 578,100 | .1120 | \$647.47 |
| COUNTY PROPERTY TAX ₃ | 578,100 | .9912 | \$5,730.13 |
| SOLID WASTE CHARGE ₄ | | 329.8600 | \$329.86 |
| WATER QUALITY PROTECT CHG (SF ₄) | | | \$215.2 |
| ESTIMATED TOTAL₆ | | | \$6,922.66 |



**Notice To Prospective Clients
(RESPA Affiliated Business Disclosure Statement)**

To: Connie Mitchell & Melanie Jewell **Property:** 7200 Deer Lake Ln, Rockville, MD 20855

From: REALTY CENTRE, INC., a franchise of RE/MAX International **Date:** 07/23/2020

This is to give you notice that **REALTY CENTRE, INC.**, a franchise of RE/MAX International, and its owners have a business relationship with their affiliated companies **CONGRESSIONAL INSURANCE AGENCY, HMS HOME WARRANTY, HOME SETTLEMENT CENTRE, L.L.C.** The owners of **REALTY CENTRE INC.**, own 100% of **HOME SETTLEMENT CENTRE, L.L.C.** and because of this relationship, this referral may provide **REALTY CENTRE, INC.** and its owners a financial or other benefit. **HOME SETTLEMENT CENTRE, L.L.C.** is a fully licensed and bonded title company in the State of Maryland. The estimated costs of the settlement service and title insurance associated with our transaction are as follows:

| | |
|--|------------------------------|
| ABSTRACT FEE | \$180 TO \$300 |
| Title Exam | \$125 to \$175 |
| Settlement Fee | \$250 to \$400 |
| Title Insurance Commitment | \$50 |
| Payoff & Release – per release | \$175 |
| Document Preparation Fee | \$0 to \$200 |
| Charges show above do not include fees payable to outside vendors for services such as surveys, courier, wire transfers, termite reports, home inspections, etc. | |
| Title Insurance Rates, filed with the Maryland Insurance Administration are: | |
| Rate per \$1000.00 | Purchase Price Amount |
| \$5.76 | First \$250,000 |
| \$4.92 | From \$250,000 - \$500,000 |
| \$4.20 | From \$500,000 - \$1,000,000 |

You are **NOT** required to use any of the above service or product providers as a condition for purchase or sale of a subject property

THERE ARE FREQUENTLY OTHER SETTLEMENT SERVICE PROVIDERS AVAILABLE WITH SIMILAR SERVICES. YOU ARE FREE TO SHOP AROUND TO DETERMINE THAT YOU ARE RECEIVING THE BEST SERVICES AND THE BEST RATE FOR THESE SERVICES

ACKNOWLEDGEMENT

I/We have read this disclosure form and understand that **REALTY CENTRE, INC.** is referring me/us to purchase settlement services from the affiliated companies described above, and that **REALTY CENTRE, INC.** and its owners may receive a financial or other benefit as a result of this referral.

DocuSigned by:

7/26/2020

Connie L Mitchell

4771AF5459F745D...

DocuSigned by:

7/26/2020

Melanie M Jewell

3A9B329D0AED44A...

Updated 9/7/2018