DISCLOSURES

1002 Robin Road
Silver Spring, MD 20901

Megan Cardenas, Realtor
Licensed in MD and DC
Nitro Realty
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Authentisign ID: E6CF4CBE-4424-4DEC-80AD-77F23F06C18D

Inclusions/Exclusions Disclosure and Addendum

(Required for use with GCAAR Listing Agreement & Sales Contract)

PROPERTY ADDRESS: 1002 Robin Rd, Silver Spring, MD 20901-1873

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, central vacuum system (with all hoses and attachments); shutters; window shades, blinds, window treatment hardware, mounting brackets for electronics components, smoke, carbon monoxide, and heat detectors; TV antennas; exterior trees and shrubs; and awnings. 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
- [x] Stove/Range
- [ ] Cooktop
- [ ] Wall Oven
- [ ] Microwave
- [x] Refrigerator
- [ ] w/ Ice Maker
- [ ] Wine Refrigerator
- [x] Dishwasher
- [x] Disposer
- [ ] Separate Ice Maker
- [x] Separate Freezer
- [ ] Trash Compactor

LAUNDRY
- [x] Washer
- [x] Dryer

ELECTRONICS
- [ ] Security Cameras
- [ ] Alarm System
- [ ] Intercom
- [ ] Satellite Dishes
- [ ] Video Doorbell

LIVING AREAS
- [x] Fireplace Screen/Door
- [x] Gas Log
- [x] 4 Ceiling Fans
- [ ] Window Fans
- [ ] Window Treatments

WATER/HVAC
- [ ] Water Softener/Conditioner
- [ ] Electronic Air Filter
- [ ] Furnace Humidifier
- [ ] Window A/C Units

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

OTHER
- [x] Storage Shed
- [ ] Garage Door Opener
- [ ] Garage Door Remote/Fob
- [ ] Back-up Generator
- [ ] Radon Remediation System
- [ ] Solar Panels *(must include Solar Panel Seller Disclosure/Resale Addendum)*
- [ ] _____
- [ ] _____

THE FOLLOWING ITEMS WILL BE REMOVED AND NOT REPLACED: _____

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

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

Authentisign
Thomas Rogers, P.R. of Estate of Gloria Ann Rogers 04/07/2022
Seller **Thomas Rogers, P.R. of Estate of Gloria Ann Rogers** Date
4/7/2022 2:19:46 PM EDT

Seller Date

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

The Contract of Sale dated _____ between Seller **Thomas Rogers, P.R. of Estate of Gloria Ann Rogers** and Buyer _____ for the Property referenced above is hereby amended by the incorporation of this Addendum.

Seller *(sign only after Buyer)* Date
Thomas Rogers, P.R. of Estate of Gloria Ann Rogers

Buyer Date

Seller *(sign only after Buyer)* Date

Buyer Date

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Megan Cardenas

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Authentisign ID: E6CF4CBE-4424-4DEC-80AD-77F23F06C18D

General Addendum

The Contract of Sale dated _____
Address **1002 Robin Rd**
City **Silver Spring**, State **MD**, Zip **20901-1873**
Between Seller **Thomas Rogers, P.R. of Estate of Gloria Ann Rogers**
and Buyer _____
is hereby amended by the incorporation of this Addendum, which shall supersede any provisions to the contrary in the Contract.

The Property is sold in "AS IS" condition as of the Date of Contract Acceptance. Seller makes no warranty, express or implied, as to the condition of the Property or any equipment or system contained therein.
All clauses pertaining to termites and wood-destroying insects are deleted.

Evidence of previous termite treatment.

The deck does not have a railing and is sold in the AS/IS condition.

Authentisign
Thomas Rogers, P.R. of Estate of Gloria Ann Rogers 04/07/2022
4/7/2022 2:19:49 PM EDT

Seller Date — Buyer Date

Thomas Rogers, P.R. of Estate of Gloria Ann Rogers

Seller Date — Buyer Date

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Regulations, Easements and Assessments (REA) Disclosure and Addendum

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

The Contract of Sale dated _____, Address **1002 Robin Rd**
City **Silver Spring**, State **MD** Zip **20901-1873** between
Seller **Thomas Rogers, P.R. of Estate of Gloria Ann Rogers** and
Buyer _____ is hereby amended by the incorporation of this Addendum, which shall supersede any provisions to the contrary in this Contract.

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

- Montgomery County Government, 101 Monroe Street, Rockville, MD, 20850.
- Main Telephone Number: 311 or 240-777-0311 (TTY 240-251-4850). Web site: www.MC311.com
- Maryland-National Capital Area Park and Planning Commission (M-NCPPC), 2425 Reedie Drive, 14th Floor, Wheaton, MD 20902. Main number: 301-495-4600. Web site: https://montgomeryplanningboard.org
- City of Rockville, City Hall, 111 Maryland Ave, Rockville, MD 20850. Main telephone number: 240-314-5000. Web site: www.rockvillemd.gov
- State Department of Assessments & Taxation (SDAT), 301 W Preston Street, Baltimore, MD, 21201 Main Telephone Number: 410-767-1184. Website: sdat.dat.maryland.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? [X] **Yes** [ ] **No**. If no, see attached Maryland Residential Disclosure and Disclaimer Statement. If yes, reason for exemption: estate.

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** [X] **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 https://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? [X] **Yes** [ ] **No.** If yes, reason for exemption: estate.

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Exemptions:

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

If not exempt above, a copy of the radon test result is attached [ ] **Yes** [ ] **No**. If no, Seller will provide the results of a radon test in accordance with Montgomery County Code Section 40-13C unless the Contract includes a radon contingency.

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://permittingservices.montgomerycountymd.gov/DPS/general/Home.aspx. For well and/or septic field locations, visit http://permittingservices.montgomerycountymd.gov/DPS/online/eInformationRequest.aspx, or for homes built before 1978, request an "as built" drawing in person using **DPS's** "Septic System Location Application" form. Homes built prior to 1960 may be filed on microfiche, and, if outside a subdivision, the name of the original owner may be required. An original owner's name can be found among the Land Records at the County Courthouse. Allow two weeks for the "as built" drawing.

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

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

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

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

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

Buyer	**Date**	**Buyer**	**Date**

6. **CITY OF TAKOMA PARK:** If this Property is located in Takoma Park, the Takoma Park Sales Disclosure must be attached. **See GCAAR Takoma Park Sales Disclosure - Notice of Tree Preservation Requirements and Rental Housing Laws.**

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

_____

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 [X] Unknown.** If yes, explain when, where and how it was abandoned:

_____.

9. **DEFERRED WATER AND SEWER ASSESSMENT:**

   A. **Washington Suburban Sanitary Commission (WSSC) or Local Jurisdiction:**
   Are there any potential Front Foot Benefit Charges (FFBC) or deferred water and sewer charges for which the Buyer may become liable which do not appear on the attached property tax bills? [ ] Yes [X] 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 [X] 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.

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10. SPECIAL PROTECTION AREAS (SPA):

Refer to montgomeryplanning.org/planning/environment/water-and-wetlands/special-protection-areas/ or montgomerycountymd.gov/water/streams/spa.html for explanations 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: MaryJo.Kishter@montgomeryplanning.org, or call 301-495-4701.

Is this Property located in an area designated as a Special Protection Area? [ ] Yes [X] 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 https://www.montgomerycountymd.gov/finance/taxes/faqs.html and select "FAQ". Additional information relating to taxes and the assessment and appeal process can be located at https://dat.maryland.gov/realproperty/Pages/Assessment-Appeal-Process.aspx - 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 https://apps.montgomerycountymd.gov/realpropertytax/.

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 acknowledges receipt of both tax disclosures.**
Buyer's Initials

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

A Development District is a special taxing district in which owners of properties pay an additional tax or assessment in order to pay for public improvements within the District. Typically, the Development District Special Tax will increase approximately 2% each July 1. For more information, please contact the Montgomery County Department of Finance. FAQs regarding Development Districts can be viewed at https://www2.montgomerycountymd.gov/estimatedtax/FAQ.aspx#3607 . Seller shall choose one of the following:

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[ ] **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 https://sdat.dat.maryland.gov/RealProperty/Pages/default.aspx.

C. Other Tax Benefit Programs: Does the Seller have reduced property taxes from any government program?
[✘] **Yes** [ ] **No**. If yes, explain: homestead and elderly tax credit .

14. RECORDED SUBDIVISION PLAT:

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

[ ] **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 the Contract, but shall, prior to or at the time of Settlement, be provided a copy of the subdivision plat.**

_____ / _____
Buyer's Initials

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15. **AGRICULTURAL RESERVE DISCLOSURE NOTICE:**
This Property [ ] is [X] is not subject to the Agricultural RESERVE Disclosure Notice requirements. These disclosure requirements 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 SDAT and Montgomery County Zoning Layer (MC Atlas).

16. **NOTICE CONCERNING CONSERVATION EASEMENTS:**
This Property [ ] **is** [X] **is not** subject to a Conservation Easement. **If applicable, GCAAR Conservation Easements Addendum is hereby provided.** See https://mcatlas.org/FCE/ for easement locator map.

17. **GROUND RENT:**
This Property [ ] **is** [X] **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** [X] **No.**
Is the Property located in an area designated as an historic district in that plan? [ ] **Yes** [X] **No.**
Is the Property listed as an historic resource on the County location atlas of historic sites? [ ] **Yes** [X] **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** [X] **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.

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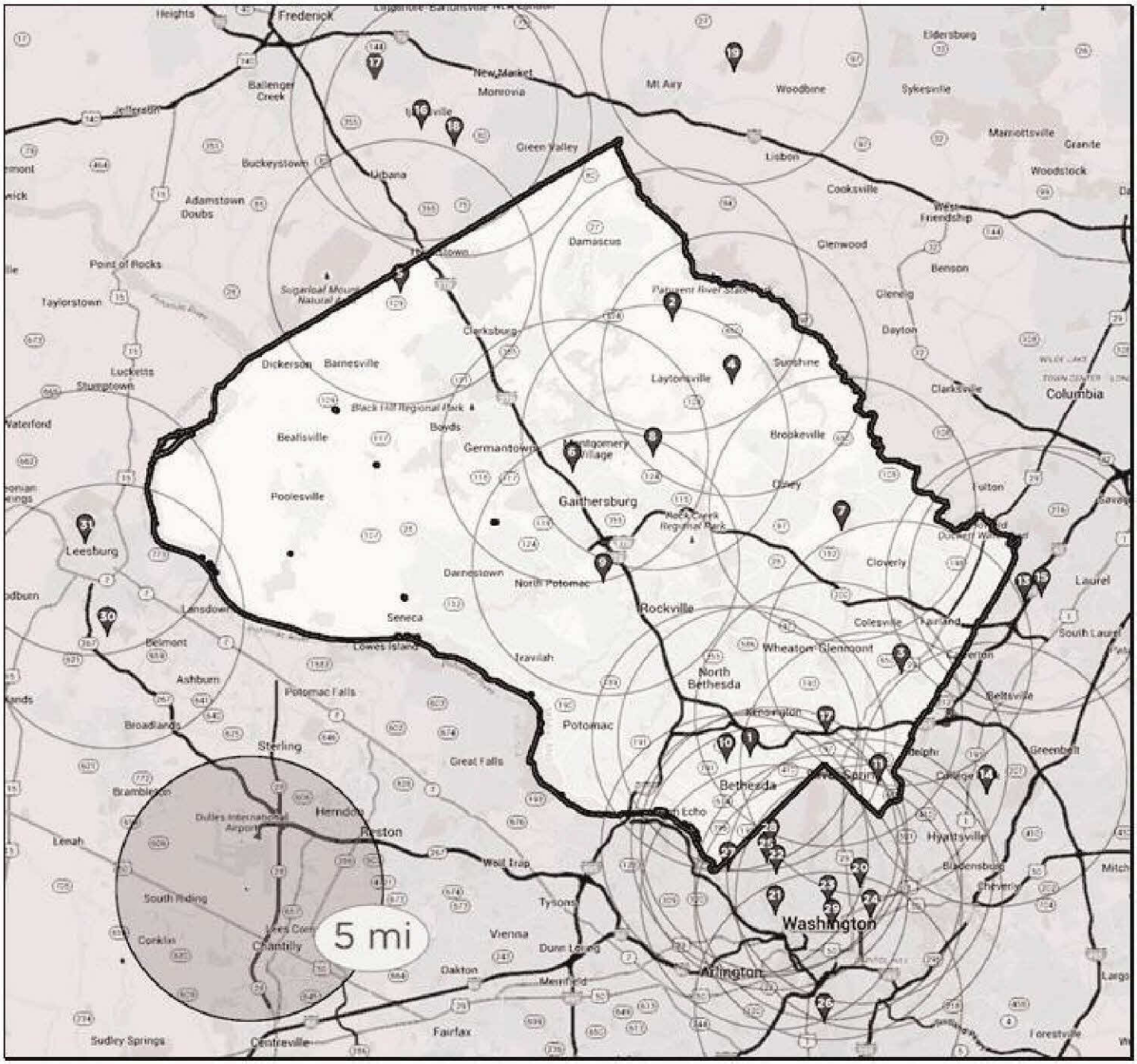

MONTGOMERY COUNTY

1. **Walter Reed National Medical Center Heliport**, 8901 Rockville Pike, Bethesda, MD 20889
2. **Davis Airport**, 7200 Hawkins Creamery Road, Laytonsville, MD 20879
3. **Dow Jones & Company, Inc.**, 11501 Columbia Pike, Silver Spring, MD 20904
4. **Federal Support Center Heliport**, 5321 Riggs Road, Gaithersburg, MD 20882
5. **Flying M Farms**, 24701 Old Hundred Road, Comus, MD 20842
6. **IBM Corporation Heliport**, 18100 Frederick Avenue, Gaithersburg, MD 20879
7. **Maryland State Police Heliport**, 7915 Montrose Road, Rockville, MD 20854
8. **Montgomery County Airpark**, 7940 Airpark Road, Gaithersburg, MD 20879
9. **Shady Grove Adventist Hospital**, 9901 Medical Center Drive, Rockville, MD 20850

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10. **Suburban Hospital,** 8600 Old Georgetown Road, Bethesda, MD 20814
11. **Washington Adventist Hospital,** 7600 Carroll Avenue, Takoma Park, MD 20912
12. **Holy Cross Hospital,** 1500 Forest Glen Road, Silver Spring, MD, 20910
13. **Holy Cross Germantown,** 19801 Observation Dr, Germantown, MD, 20876

PRINCE GEORGE'S COUNTY

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

FREDERICK COUNTY

17. **Faux-Burhams Airport,** 9401 Ball Road, Ijamsville, MD 21754
18. **Ijamsville Airport,** 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.

22. **SCHOOL BOUNDARY NOTICE:** The Montgomery County Board of Education periodically reviews and amends school boundaries for each school within the Montgomery County Public Schools (MCPS) system. School boundaries designated for this Property are subject to change and Buyer is advised to verify current school assignments with MCPS.

_____ / _____ *Buyer's initials.*

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.

Authentisign

Thomas Rogers, P.R. of Estate of Gloria Ann Rogers 04/07/2022

Seller 4/7/2022 2:21:05 PM EDT Date

Thomas Rogers, P.R. of Estate of Gloria Ann Rogers

Buyer Date

Seller Date

Buyer Date

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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 **Thomas Rogers, P.R. of Estate of Gloria Ann Rogers**
for the Property known as **1002 Robin Rd, Silver Spring, MD 20901-1873** .

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

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

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

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

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

OR

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

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

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

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

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

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

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

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

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

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

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

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

AuthentiSIGN
Thomas Rogers, P.R. of Estate of Gloria Ann Rogers 04/07/2022
4/7/2022 2:21:07 PM EDT

Seller's Signature Date | Buyer's Signature Date

Thomas Rogers, P.R. of Estate of Gloria Ann Rogers

Seller's Signature Date | Buyer's Signature Date

AuthentiSIGN
Megan Cardenas 04/07/2022
4/7/2022 2:22:03 PM EDT

Agent's Signature Date | Agent's Signature Date

Megan Cardenas

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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: 1002 Robin Rd, Silver Spring, MD 20901-1873

[X] 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**

[X] 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**

[X] 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) MC 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.

Authentisign
Thomas Rogers, P.R. of Estate of Gloria Ann Rogers 04/07/2022

Seller 4/7/2022 2:21:09 PM EDT Date | Buyer Date

Thomas Rogers, P.R. of Estate of Gloria Ann Rogers

Seller Date | Buyer Date

Authentisign
Megan Cardenas 04/07/2022

Agent for Seller, if any 4/7/2022 2:21:14 PM EDT Date | Agent for Buyer, if any Date

Megan Cardenas

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Nitro Realty, 10411 Motor City Drive, Ste 750 Bethesda, MD 20817 Phone: 3016415751 Fax: 3016818765
Megan Cardenas
Produced with Lone Wolf Transactions (zipForm Edition) 231 Shearson Cr. Cambridge, Ontario, Canada N1T 1J5 www.lwolf.com

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MARYLAND LEAD POISONING PREVENTION PROGRAM DISCLOSURE

Property Address: 1002 Robin Rd Silver Spring, MD 20901-1873

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

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

AND

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

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

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

_____

_____

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

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

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

Authentisign
Thomas Rogers, P.R. of Estate of Gloria Ann Rogers 04/07/2022

Seller 4/7/2022 2:21:13 PM EDT **Date**	**Buyer** **Date**
Thomas Rogers, P.R. of Estate of Gloria Ann Rogers	
Seller **Date**	**Buyer** **Date**

Authentisign
Megan Cardenas 04/07/2022

Seller's Agent 4/7/2022 4:20:15 PM EDT **Date**	**Buyer's Agent** **Date**
Megan Cardenas	

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EXEMPT

MARYLAND RESIDENTIAL PROPERTY DISCLOSURE AND DISCLAIMER STATEMENT

Property Address: **1002 Robin Rd, Silver Spring, MD 20901-1873**

Legal Description: _____

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? _____

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** _____

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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 _____
Comments: _____
Is there any existing fire retardant treated plywood? [ ] Yes [ ] No [ ] Unknown
Comments: _____

4. Other Structural Systems, including exterior walls and floors:
Comments: _____
Any defects (structural or otherwise)? [ ] Yes [ ] No [ ] Unknown
Comments: _____

5. Plumbing System: Is the system in operating condition? [ ] Yes [ ] No [ ] Unknown
Comments: _____

6. Heating Systems: Is heat supplied to all finished rooms? [ ] Yes [ ] No [ ] Unknown
Comments: _____
Is the system in operating condition? [ ] Yes [ ] No [ ] Unknown
Comments: _____

7. Air Conditioning System: Is cooling supplied to all finished rooms? [ ] Yes [ ] No [ ] Unknown [ ] Does Not Apply
Comments: _____
Is the system in operating condition? [ ] Yes [ ] No [ ] Unknown [ ] Does Not Apply
Comments: _____

8. Electric Systems: Are there any problems with electrical fuses, circuit breakers, outlets or wiring?
[ ] Yes [ ] No [ ] Unknown
Comments: _____

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

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

10. Water Supply: Any problem with water supply? [ ] Yes [ ] No [ ] Unknown
Comments: _____
Home water treatment system: [ ] Yes [ ] No [ ] Unknown
Comments: _____
Fire sprinkler system: [ ] Yes [ ] No [ ] Unknown [ ] Does Not Apply
Comments: _____
Are the systems in operating condition? [ ] Yes [ ] No [ ] Unknown
Comments: _____

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

12. Exterior Drainage: Does water stand on the property for more than 24 hours after a heavy rain?
[ ] Yes [ ] No [ ] Unknown
Comments: _____
Are gutters and downspouts in good repair? [ ] Yes [ ] No [ ] Unknown
Comments: _____

13. Wood-destroying insects: Any infestation and/or prior damage? [ ] Yes [ ] No [ ] Unknown
Comments: _____
Any treatments or repairs? [ ] Yes [ ] No [ ] Unknown
Any warranties? [ ] Yes [ ] No [ ] Unknown
Comments: _____

14. Are there any hazardous or regulated materials (including, but not limited to, licensed landfills, asbestos, radon gas, lead-based paint, underground storage tanks, or other contamination) on the property? [ ] Yes [ ] No [ ] Unknown
If yes, specify below
Comments: _____

15. If the property relies on the combustion of a fossil fuel for heat, ventilation, hot water, or clothes dryer operation, is a carbon monoxide alarm installed in the property?
[ ] Yes [ ] No [ ] Unknown
Comments: _____

16. Are there any zoning violations, nonconforming uses, violation of building restrictions or setback requirements or any recorded or unrecorded easement, except for utilities, on or affecting the property? [ ] Yes [ ] No [ ] Unknown
If yes, specify below
Comments: _____

16A. If you or a contractor have made improvements to the property, were the required permits pulled from the county or local permitting office? [ ] Yes [ ] No [ ] Does Not Apply [ ] Unknown
Comments: _____

17. Is the property located in a flood zone, conservation area, wetland area, Chesapeake Bay critical area or Designated Historic District? [ ] Yes [ ] No [ ] Unknown If yes, specify below
Comments: _____

18. Is the property subject to any restriction imposed by a Home Owners Association or any other type of community association?
[ ] Yes [ ] No [ ] Unknown If yes, specify below
Comments: _____

19. Are there any other material defects, including latent defects, affecting the physical condition of the property?
[ ] Yes [ ] No [ ] Unknown
Comments: _____

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

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

Seller(s) _____ Date _____
Thomas Rogers, P.R. of Estate of Gloria Ann Rogers
Seller(s) _____ Date _____

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Authentisign ID: E6CF4CBE-4424-4DEC-80AD-77F23F06C18D

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 _____

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Authentisign ID: E6CF4CBE-4424-4DEC-80AD-77F23F06C18D

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.

Nitro Realty, 10411 Motor City Drive, Ste 750 Bethesda, MD 20817 Phone: 3016415751 Fax: 3016818765 1002 Robin Rd
Megan Cardenas
Produced with Lone Wolf Transactions (zipForm Edition) 231 Shearson Cr. Cambridge, Ontario, Canada N1T 1J5 www.lwolf.com

Authentisign ID: E6CF4CBE-4424-4DEC-80AD-77F23F06C18D

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

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

1002 Robin Rd

_X_ **Seller** in the sale of the property at: **Silver Spring, MD 20901-1873**

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

Authentisign
Thomas Rogers, P.R. of Estate of Gloria Ann Rogers 04/07/2022
4/7/2022 2:21:15 PM EDT

Signature Date Signature Date

Thomas Rogers, P.R. of Estate of Gloria Ann Rogers

AFFIRMATION OF PRIOR CONSENT TO DUAL AGENCY

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

1002 Robin Rd, Silver Spring, MD 20901-1873
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 Signature Date

Thomas Rogers, P.R. of Estate of Gloria Ann Rogers

Authentisign ID: E6CF4CBE-4424-4DEC-80AD-77F23F06C18D

Printed on: 4/4/2022 12:26:03 PM

Real Property Estimated Tax and Other Non-tax Charges

a new owner will pay in the first full fiscal year of ownership

ACCOUNT NUMBER:		01283916
PROPERTY:	**OWNER NAME**	ROGERS JOSEPH V JR & G A
	ADDRESS	1002 ROBIN RD SILVER SPRING , MD 20901-0000
	TAX CLASS	38
	REFUSE INFO	Refuse Area: R Refuse Unit:

TAX INFORMATION:

TAX DESCRIPTION	LY22 PHASE-IN VALUE[1]	LY21 RATE[2]	ESTIMATED FY22 TAX/CHARGE
STATE PROPERTY TAX	402,200	.1120	$450.46
COUNTY PROPERTY TAX[3]	402,200	.9905	$3,983.79
SOLID WASTE CHARGE[4]		478.2400	$478.24
WATER QUALITY PROTECT CHG (SF[4]			$113.5
ESTIMATED TOTAL[6]			$5,025.99

Authentisign ID: E6CF4CBE-4424-4DEC-80AD-77F23F06C18D

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

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

Authentisign ID: E6CF4CBE-4424-4DEC-80AD-77F23F06C18D

REAL PROPERTY CONSOLIDATED TAX BILL

ANNUAL BILL
TAX PERIOD 07/01/2021-06/30/2022
FULL LEVY YEAR
LEVY YEAR 2021

Department of Finance
Division of Treasury
27 Courthouse Square, Suite 200
Rockville, MD 20850

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

ROGERS JOSEPH V JR & G A
1002 ROBIN RD
SILVER SPRING, MD 20901

PRINCIPAL RESIDENCE

BILL DATE
04/04/2022
PROPERTY DESCRIPTION
BALLANTRAE

LOT	BLOCK	DISTRICT	SUB	TAX CLASS	BILL #	ACCOUNT #
21	1	13	082	R038	41113890	01283916

MORTGAGE INFORMATION	PROPERTY ADDRESS	REFUSE AREA	REFUSE UNITS
UNKNOWN SEE REVERSE	1002 ROBIN RD	R5L	1

TAX DESCRIPTION	ASSESSMENT	RATE	TAX/CHARGE
STATE PROPERTY TAX	384,200	.1120	430.30
COUNTY PROPERTY TAX	384,200	.9905	3,805.51
SOLID WASTE CHARGE		478.2400	478.24
WATER QUALITY PROTECT CHG (SF			113.50
TOTAL			4,827.55
CREDIT DESCRIPTION	ASSESSMENT	RATE	AMOUNT
COUNTY PROPERTY TAX CREDIT			-692.00
ELDERLY OR MILITARY RETIREE			-622.70
TOTAL CREDITS			-1,314.70
PRIOR PAYMENTS ****			3512.85
INTEREST			0
Total Annual Amount Due:			0.00

*PER $100 OF ASSESSMENT

CURRENT YEAR FULL CASH VALUE TAXABLE ASSESSMENT
384,200

CONSTANT YIELD RATE INFORMATION
COUNTY RATE OF 0.7178 IS MORE THAN THE CONSTANT YIELD RATE OF 0.6859 BY 0.0319

YOU CAN VIEW AND PAY YOUR BILL ON THE INTERNET AT apps.montgomerycountymd.gov/realpropertytax

PLEASE RETAIN THE TOP PORTION FOR YOUR RECORDS.

RETURN THIS PORTION WITH PAYMENT

REAL PROPERTY CONSOLIDATED TAX BILL

TAX PERIOD 07/01/2021 - 06/30/2022
FULL LEVY YEAR

BILL #
41113890

Make Check Payable to:
Montgomery County, MD

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

ACCOUNT #	LEVY YEAR	AMOUNT DUE
01283916	2021	0.00

AMOUNT PAID

ROGERS JOSEPH V JR & G A
1002 ROBIN RD
SILVER SPRING, MD 20901

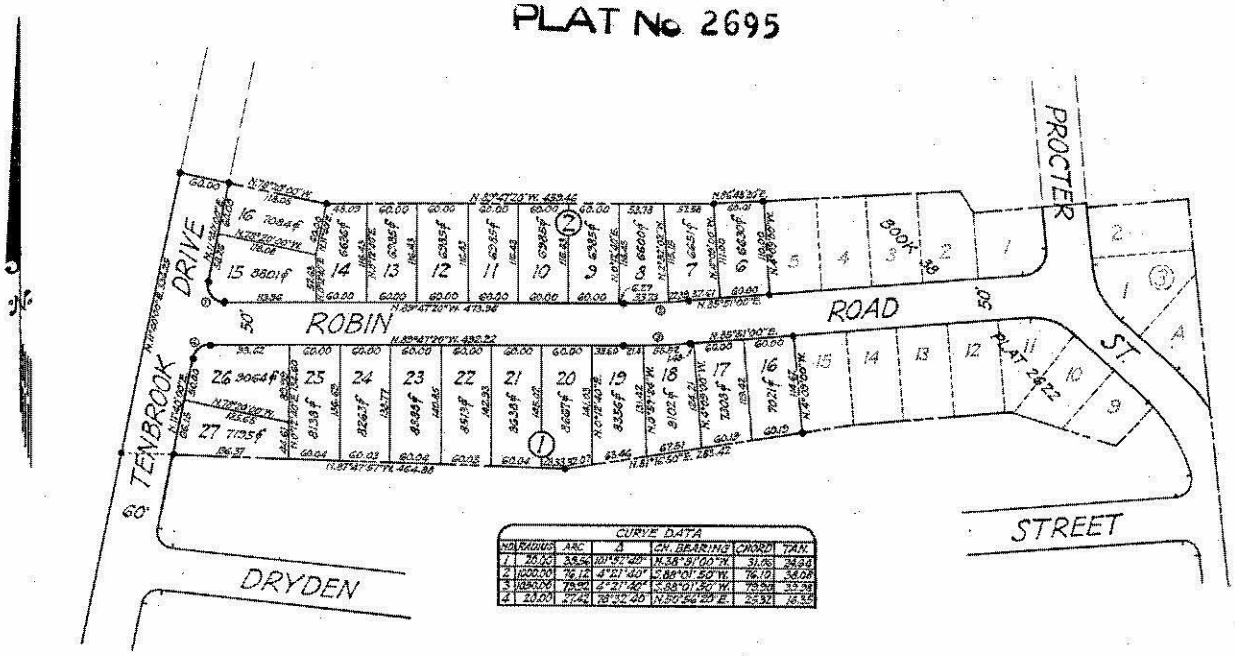
DUE APR 30 2022
PLEASE INDICATE AMOUNT BEING PAID

208202144111389020000000000000000000000

Authentisign ID: E9CF4CB E-4424-4DEC-86AD-77F23F06C18D

MONTGOMERY COUNTY CIRCUIT COURT (Subdivision Plats, MO) Plat 2695, MSA_S1249_10506. Date available 1950/11/29. Printed 04/04/2022.

PLAT No. 2695



CURVE DATA						
NO.	RADIUS	ARC	Δ	CH. BEARING	CHORD	TAN.
1	20.00	39.56	101°57'40"	N.38°31'00"W.	31.06	24.94
2	1000.00	76.12	4°21'40"	S.88°01'50"W.	76.10	38.08
3	1050.00	79.92	4°21'40"	S.88°01'50"W.	79.90	39.98
4	20.00	27.42	78°32'40"	N.50°56'20"E.	25.32	16.35

ENGINEER'S CERTIFICATE

We hereby certify that the plan shown hereon is correct; that it is a subdivision of part of the lands conveyed by Yetta Stearman, et al, to Gerald A. Freed by deed dated April 5, 1950, and recorded among the Land Records of Montgomery County, Maryland, in Liber , at Folio , and that stones marked thus: ◆, and iron pipes marked thus: ■, are in place place where indicated hereon.

Date Oct 18, 1950

MADDOX & HOPKINS, INC.

PAGE F. HOPKINS
REGISTERED LAND SURVEYOR
#1585

OWNER'S DEDICATION

I, Gerald A. Freed, unmarried, owner of the property shown and described hereon, hereby adopt this plan of subdivision, establish the minimum building restriction lines and dedicate the streets to public use.

There are no suits of action, leases, liens or trusts on the property in this plan of subdivision.

Date October 16th, 1950

John W. Bartlett Jr.
WITNESS

Gerald A. Freed
GERALD A. FREED

FILED
NOV 28 1950

PARTS OF BLOCKS 1 & 2
"BALLANTRAE"
MONTGOMERY COUNTY, MARYLAND

SCALE: 1" = 100' SEPTEMBER, 1950

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

THE MARYLAND-NATIONAL CAPITAL PARK & PLANNING COMMISSION
APPROVED: October 19, 1950
Blair Lee III
ACTING CHAIRMAN
Jean L. Nicholson
SECRETARY-TREASURER
M-N.C.P.&P.C. RECORD FILE No 134-43

WASHINGTON SUBURBAN SANITARY COMMISSION
APPROVED: NOV. 2, 1950
SUITABLE FOR WATER & SEWER DESIGN WITHOUT COMMITMENT AS TO INSTALLATION.
Harry B. Hall
CHIEF ENGINEER