

**ADDENDUM TO PURCHASE AGREEMENT**

**MARYLAND STATE SPECIFIC TERMS**

**Buyer acknowledges that the purchase of the Property may have resulted from a transfer made by a beneficiary or an affiliate or subsidiary of a beneficiary under a deed of trust who acquired the Property at a sale conducted pursuant to a power of sale under a deed of trust, or deed in lieu of foreclosure, as described in Md. Code, Real Prop. § 10-702 (the “Disclosure Act”). Therefore, Seller is exempt from requirements regarding the making of certain disclosures, including without limitation disclosures under the Disclosure Act. As a result, any rights Buyer may have had in connection with such Disclosure Act shall not be available including without limitation any right to terminate the Agreement under the Disclosure Act. Further, regardless of how Seller obtained title, Seller is not familiar with the condition of the Property, other than as may be disclosed in any inspection reports obtained by or on behalf of Seller, Seller’s representatives or agents or that Seller may have received otherwise. Any such reports furnished by Seller or its agents in connection herewith shall be for informational purposes only, are not made part of the Agreement, and Seller makes no representations or warranties about their accuracy or completeness. Buyer acknowledges that in consideration of Seller’s execution of the Agreement, Buyer, on behalf of itself and all other parties having any claims, covenants that neither Buyer nor any such other party will sue, commence, prosecute or in any way participate in any judicial, administrative, or other regulatory proceedings for breach of contract based on any disclosures relating to any alleged breach or violation of any state law, rule or regulation by Seller, or any other party engaged on Seller’s behalf, including, without limitation any real estate broker or agent representing Seller.**

**EXECUTION OF DISCLOSURES BY BUYER.** Buyer shall execute, deliver and deposit with Escrow/Closing Agent at or prior to the date set for Closing, all federal, state and local disclosures concerning the Property that Buyer is required to execute under applicable laws and regulations or required by the Escrow/Closing Agent.

**SEPARATE DOCUMENTS PROVIDED TO BUYER:**

1. Federal Lead Based Paint Disclosure (if pre-1978)
2. Pamphlet: “Protect Your Family from Lead in Your Home”

**COUNTY OR CITY DISCLOSURES ARE PROVIDED AS APPLICABLE TO THE PROPERTY PURCHASED:**

1. Anne Arundel County Environmental Action Notice (SEE BELOW)
2. Anne Arundel County Notice (SEE BELOW)
3. **Baltimore County:**
  - a. Historic Property Disclosure (SEE BELOW)
  - b. Baltimore County Panhandle Lot Disclosure (SEE BELOW)

- c. Baltimore County Public Sewer or Water Disclosure (SEE BELOW)
  - d. Baltimore County Public Sewer or Water Annual Fee/Assessment Disclosure (SEE BELOW)
  - e. Baltimore County Notice of Well Water (SEE BELOW)
  - f. Baltimore County RC 4 Zone Disclosure (SEE BELOW)
  - g. Baltimore County Master Plan Disclosure (SEE BELOW)
  - h. Baltimore County 100 Year Floodplain Disclosure (SEE BELOW)
  - i. Baltimore City Transfer Certificate Notice (SEE BELOW)
  - j. Baltimore City Disclosure of Tenant Rights (SEE BELOW)
4. Charles County Right to Farm Notice (SEE BELOW)
  5. Frederick County Notice (SEE BELOW)
  6. **Montgomery County:**
    - a. Airports, Heliports and Helipads Disclosure (SEE BELOW)
    - b. Montgomery County Master Plan Disclosure (SEE BELOW)
    - c. Montgomery County Water and Sewer Availability Disclosure (SEE BELOW)
    - d. Montgomery County Special Protection Area Disclosure (SEE BELOW)
    - e. Montgomery County Historic Designation Disclosure (SEE BELOW)
  7. Prince George's County Development Impact Fee Notice (SEE BELOW)
  8. St. Mary's County/Charles County Agricultural Tax Notice (SEE BELOW)
  9. Washington County Agricultural Tax Notice (SEE BELOW)
  10. Washington County Right To Farm Notice (SEE BELOW)
  11. City of Rockville Master Plan Disclosure (SEE BELOW)

## **REAL ESTATE AGENCY RELATIONSHIP DISCLOSURE (Exhibit A)**

**AIRPORT NOISE.** Buyers should investigate the impact of airport flight paths and the noise levels at different times of the day over that property. For more information on airport noise, visit the Maryland Department of Transportation, Maryland Aviation Administration.

**AGRICULTURAL TAX NOTICE.** Seller represents that the Property  is OR  is not [CHECK ONE] considered "agricultural land", as defined by Md. Code, Tax Prop. § 13-301. If the Property is considered "agricultural land," Md. Code, Tax Prop. § 13-308 requires that Buyer be notified that the Property, or any portion thereof, may be subject to an Agricultural Land Transfer Tax, as defined and imposed by Md. Code, Tax Prop. §§ 13-301et. seq.

**BUILDING AND ZONING CODES.** Buyer should consult the local jurisdiction for information on building and zoning codes or information about transportation beltways and/or planned or anticipated land use within proximity of the Property. Seller makes no representations or warranties regarding compliance or conformity with any building codes, laws, rules, or regulations.

**MARYLAND CONDOMINIUM ACT DISCLOSURE (General).** Seller represents that the Property  is OR  is not [CHECK ONE] located within a condominium subject to the Maryland Condominium Act (Md. Code, Real Prop. §§ 11- 101, et. seq.) (the "**Condominium**

*Act*). If the Property is located within a condominium subject to the Condominium Act, the Condominium Act requires the following disclosure:

### NOTICE

**Seller is required by law to furnish to Buyer not later than fifteen (15) days prior to closing certain information concerning the condominium which is described in Section 11-135 of the Condominium Act. This information must include at least the following:**

- (i) A copy of the declaration (other than the plats);**
- (ii) A copy of the bylaws;**
- (iii) A copy of the rules and regulations of the condominium;**
- (iv) A certificate containing:**
  - i. A statement disclosing the effect on the proposed conveyance of any right of first refusal or other restraint on the free alienability of the unit, other than any restraint created by Seller;**
  - ii. A statement of the amount of the monthly common expense assessment and any unpaid common expense or special assessment currently due and payable from the selling unit;**
  - iii. A statement of any other fees payable by the unit owners to the council of unit owners;**
  - iv. A statement of any capital expenditures approved by the council of unit owners or its authorized designee planned at the time of the conveyance which are not reflected in the current operating budget included in the certificate;**
  - v. The most recently prepared balance sheet and income and expense statement, if any, of the condominium;**
  - vi. The current operating budget of the condominium, including details concerning the amount of the reserve fund for repair and replacement and its intended use, or a statement that there;**
  - vii. A statement of any judgments against the condominium and the existence of any pending suits to which the council of unit owners is a party;**
  - viii. A statement generally describing any insurance policies provided for the benefit of the unit owners, a notice that the policies are available for inspection stating the location at which they are available, and a notice that the terms of the policy prevail over the general description;**
  - ix. A statement as to whether the council of unit owners has knowledge that any alteration or improvement to the unit or to the limited common elements assigned to the unit violates any provision of the declaration, bylaws, or rules or regulations;**
  - x. A statement as to whether the council of unit owners has knowledge of any violation of the health or building codes with respect to the unit, the limited common elements assigned to the unit, or any other portion of the condominium;**

- xi. A statement of the remaining term of any leasehold estate affecting the condominium and the provisions governing any extension or renewal of it; and**
- xii. A description of any recreational or other facilities which are to be used by the unit owners or maintained by them or the council of unit owners, and a statement as to whether or not they are to be a part of the common elements; and**

**(v) A statement by Seller as to whether Seller has knowledge:**

**1. That any alteration to the unit or to the limited common elements assigned to the unit violates any provision of the declaration, bylaws, or rules and regulations.**

**2. Of any violation of the health or building codes with respect to the unit or the limited common elements assigned to the unit.**

**3. That the unit is subject to an extended lease under Section 11-137 of the Condominium Act or under local law, and if so, a copy of the lease must be provided.**

**Buyer will have the right to cancel the Agreement without penalty, at any time within seven (7) days following delivery to Buyer of all of this information. However, once the sale is closed, Buyer's right to cancel the Agreement is terminated.**

**MARYLANDCONDOMINIUMACTDISCLOSURE(Special).** Seller represents that the Property  is OR  is not [CHECK ONE] located within a condominium containing less than seven (7) units. If the Property is located within a condominium containing less than seven (7) units, the Condominium Act requires the following disclosure:

#### **NOTICE**

**Seller is required by law to furnish to Buyer not later than fifteen (15) days prior to closing certain information concerning the condominium which is described in Section 11-135 of the Condominium Act. This information must include at least the following:**

**(1) A copy of the declaration (other than the plats);**

**(2) A copy of the bylaws;**

**(3) A copy of the rules and regulations of the condominium; and**

**(4) A statement by the seller of his expenses relating to the common elements during the preceding twelve (12) months.**

**Buyer will have the right to cancel the Agreement without penalty, at any time within seven (7) days following delivery to Buyer of all of this information. However, once the sale is closed, Buyer's right to cancel the Agreement is terminated.**

**MARYLAND HOMEOWNERS' ASSOCIATION ACT.** Seller represents that the Property  is OR  is not [CHECK ONE] is located within a development subject to the Maryland Homeowners' Association Act (Md. Code, Real Prop. §§ 11B-101, et. seq.) (the "*Owners' Association Act*"). If the Property is located within a development subject to the Owners' Association Act, the Owners' Association Act requires the following disclosure:

**This sale is subject to the requirements of the Maryland Homeowners Association Act (the "Act"). The Act requires that Seller disclose to Buyer at or before the time the Agreement is entered into, or within twenty (20) calendar days of entering into the Agreement, certain information concerning the development in which the Property you are purchasing is located. The content of the information to be disclosed is set forth in Section 11B-106 (b) of the Owners' Association Act (the "MHAA information") as follows:**

**Information to be supplied by Seller. Seller shall provide Buyer the following information in writing:**

- (1) A statement as to whether the Property is located within a development;**
- (2) (i) The current monthly fees or assessments imposed by the homeowner's association upon the Property; (ii) The total amount of fees, assessments, and other charges imposed by the homeowner's association upon the Property during the prior fiscal year of the homeowners association; and (iii) A statement of whether any of the fees, assessments, or other charges against the Property are delinquent;**
- (3) The name, address, and telephone number of the management agent of the homeowner's association, or other officer or agent authorized by the homeowner's association to provide to members of the public, information regarding the homeowners association and the development, or a statement that no agent or officer is presently so authorized by the homeowners association;**
- (4) A statement as to whether Seller has actual knowledge of: (i) The existence of any unsatisfied judgments or pending lawsuits against the homeowner's association; and (ii) Any pending claims, covenant violations actions, or notices of default against the Property; and**
- (5) A copy of: (i) The articles of incorporation, the declaration, and all recorded covenants and restrictions of the primary development, and of other related developments to the extent reasonably available, to which Buyer shall become obligated on becoming an owner of the Property, including a statement that these obligations are enforceable against an owner's tenants, if applicable; and (ii) The bylaws and rules of the primary development, and of other related developments to the extent reasonably available, to which Buyer shall become obligated on becoming an owner of the Property, including a statement that these obligations are enforceable against an owner and the owner's tenants, if applicable.**

**If Buyer has not received all of the MHAA information five (5) calendar days or more before entering into the Agreement, Buyer has five (5) calendar days to cancel the**

**Agreement after receiving all of the MHAA information. Buyer must cancel the Agreement in writing, but Buyer does not have to state a reason. Seller must also provide Buyer with notice of any changes in mandatory fees exceeding ten percent (10%) of the amount previously stated to exist and copies of any other substantial and material amendment to the information provided to Buyer. Buyer has three (3) calendar days to cancel the Agreement after receiving notice of any changes in mandatory fees, or copies of any other substantial and material amendment to the MHAA information which adversely affects Buyer. If Buyer does cancel the Agreement, Buyer will be entitled to a refund of any deposit Buyer made on account of the Agreement. However, unless Buyer returns the MHAA information to Seller when Buyer cancels the Agreement, Seller may keep out of Buyer's deposit the cost of reproducing the MHAA information, or \$100, whichever amount is less.**

**By purchasing a lot within this development, Buyer will automatically be subject to various rights, responsibilities, and obligations, including the obligation to pay certain assessments to the homeowner's association within the development. The lot you are purchasing may have restrictions on:**

- 1) Architectural changes, design, color, landscaping, or appearance;**
- 2) Occupancy density;**
- 3) Kind, number, or use of vehicles;**
- 4) Renting, leasing, mortgaging, or conveying property;**
- 5) Commercial activity; or**
- 6) Other matters.**

**Buyer should review the MHAA information carefully to ascertain Buyer's rights, responsibilities, and obligations within the development.**

**CONSERVATION EASEMENT NOTICE.** Seller represents that the Property  is OR  is not [**CHECK ONE**] encumbered by a conservation easement, as the same is defined in Md. Code, Real Prop. § 10-705. If the Property is encumbered by a conservation easement, Md. Code, Real Prop. § 10-705 requires that Buyer be notified of the following:

The Property is encumbered by one or more conservation easements or other restrictions limiting or affecting uses of the Property and owned by the Maryland Environmental Trust, the Maryland Historical Trust, the Maryland Agricultural

Land Preservation Foundation, the Maryland Department of Natural Resources, or a land trust (the "conservation easements"). Maryland law requires that Seller deliver to Buyer copies of all conservation easements on or before the day the Agreement is entered into, or within 20 calendar days after entering into the Agreement. Buyer should review all conservation easements carefully to ascertain the Buyer's rights, responsibilities, and obligations under each conservation easement, including any requirement that after the sale Buyer must inform the owner of the conservation easement of the sale of the Property.

Seller shall deliver to Buyer, either prior to entering into the Agreement or no later than twenty (20) calendar days from Buyer's execution of the Agreement, a copy of all conservation easements encumbering the Property.

**CRITICAL AREA ENVIRONMENTAL NOTICE.** Md. Code, Real Prop. § 14-117(e) that Buyer be notified of the following:

**Notice to Buyer concerning the Chesapeake and Atlantic Coastal Bays Critical Area**

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

**DISCLOSURE OF BUYER'S RIGHT OF SELECTION.** Md. Code, Bus. Occ. & Prof. § 17-524 requires the Buyer to be notified that:

**Buyer has the right to select Buyer's own: (i) title insurance company; (ii) settlement company; (iii) escrow company; (iv) mortgage lender, or financial institution or (v) title lawyer. Seller may not be prohibited from offering owner financing as a condition of settlement.**

By entering into the Agreement, Buyer agrees to Seller's selection of the title insurance company, settlement company, closing agent and/or escrow company.

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

**ENVIRONMENTAL HAZARDS.** Seller is not aware of a defect or hazard however this does not mean that it does not exist. **It is the buyer's responsibility to be informed and take additional steps to further investigate.** Some potential hazards that may be found in the state include:

1. Radon ([www.epa.gov/radon](http://www.epa.gov/radon))
2. Floods ([www.epa.gov/ebtpages/emernaturaldisastefloods.html](http://www.epa.gov/ebtpages/emernaturaldisastefloods.html))
3. Methamphetamine Labs
4. Wood-Burning Devices ([www.epa.gov/iaq/pubs/combust.html](http://www.epa.gov/iaq/pubs/combust.html))
5. Underground Storage Tanks ([www.epa.gov](http://www.epa.gov))
6. Well & Septic Systems ([www.epa.gov/ebtpages/wategroundwaterwells.html](http://www.epa.gov/ebtpages/wategroundwaterwells.html))

- 7. Contaminated Soils ([www.epa.gov/ebtpages/pollsoilcontaminants.html](http://www.epa.gov/ebtpages/pollsoilcontaminants.html))
- 8. Groundwater ([www.epa.gov/safewater/protect/citguide.html](http://www.epa.gov/safewater/protect/citguide.html))

For more information on environmental hazards, visit [www.epa.gov](http://www.epa.gov).

Date \_\_\_\_\_, 20\_\_\_\_

Department of Environmental Protection and Resource Management Circuit Courts Building  
 401 Bosley Avenue, Room 416  
 Towson, MD 21204

RE: WAIVER OF MINIMUM WELL TEST

Prior to conveyance

Buyer(s) hereby acknowledges that Buyer(s) is aware that the property Buyer(s) intends to purchase will be served by a private water supply system as the source of domestic water, that water quantity is most important for residential use of property, and that § 34-2-102(a) of the Baltimore County Code requires seller(s) to provide a well with a supply of water meeting certain minimum water yield requirements. Nevertheless, Buyer(s) specifically elects to waive the requirement that the well on the property to be purchased by Buyer(s) must be tested to determine whether same satisfies the minimum yield requirements of the Baltimore County Code prior to settlement and/or the date of conveyance to Buyer(s), whichever shall first occur; and Buyer(s) elects to accept conveyance of the property located at \_\_\_\_\_ consisting of \_\_\_\_\_ acres without the test for minimum water yield as provided by law, and knowingly and voluntarily executes this waiver on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Witness: \_\_\_\_\_

(Buyer) \_\_\_\_\_

(Co-Buyer) \_\_\_\_\_

\_\_\_\_\_ (Address)  
 \_\_\_\_\_ (Address)  
 \_\_\_\_\_ (Telephone No.)  
 \_\_\_\_\_ (Telephone No.)

\_\_\_\_\_, 20\_\_\_\_

Department of Environmental Protection and Resource Management Circuit Courts Building  
 401 Bosley Avenue, Room 416  
 Towson, MD 21204

RE: WAIVER TO CHEMICAL QUALITY TEST



Prior to conveyance

Buyer(s) hereby acknowledges that Buyer(s) is aware that the property Buyer(s) intends to purchase will be served by a private water supply system as a source of domestic water, that water quality is most important for residential use of property, and that § 34-2-102(b) of the Baltimore County Code requires seller(s) to provide a well with a supply of water meeting certain chemical quality standards. Nevertheless, Buyer(s) specifically elects to waive the requirement that the well on the property which Buyer(s) intends to purchase must be tested to determine whether same satisfies the chemical quality standards of the Baltimore County Code prior to settlement and/or the date of conveyance to Buyer(s), whichever shall first occur; and Buyer(s) elects to accept conveyance of the property located at \_\_\_\_\_ consisting of \_\_\_\_\_ acres without the chemical quality test provided by law, and knowingly and voluntarily executes this waiver on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Witness: \_\_\_\_\_

(Buyer) \_\_\_\_\_

(Co-Buyer) \_\_\_\_\_

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

(Address)  
(Address)  
(Telephone No.)  
(Telephone No.)

**FAIR HOUSING ACT DISCLOSURE.** Under the Federal Fair Housing Act, it is illegal to discriminate in the rental or sale of housing on the basis of race, color, national origin, religion, sex, handicap, or familial status.

**FIRST TIME MARYLAND HOMEBUYERS ("FTMH") ONLY.** A FTMH is an individual/individuals who has/have never owned residential real property in Maryland that has/have been such individual's/individuals' principal residence and is/are acquiring the Property under the Agreement to occupy the Property as a principal residence. By initialing below, Buyer/Buyers certifies/certify to Seller that Buyer/each Buyer is a FTMH acquiring the Property as Buyer's/Buyers' principal residence:

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

Md. Code, Real Prop. § 14-104 requires the seller in a residential real estate transaction to pay the entire amount of the State transfer tax if all buyers are FTMH's who will occupy the Property (this applies to any residential property not just condos) as a principal residence.

Md. Code, Real Prop. § 14-104 requires the seller in a residential real estate transaction to pay the entire amount of recordation taxes and local/county transfer taxes if all buyers are FTMH's who will occupy the Property as a principal residence, unless the parties expressly agree

otherwise. **It is expressly hereby agreed that the entire amount of local/county transfer taxes and recordation taxes shall be paid by Buyer at Closing, whether or not Buyer is a FTMH, unless otherwise expressly provided in an Addendum to the Agreement.**

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

**FOREST CONSERVATION AND MANAGEMENT PROGRAM:** Seller represents that the Property  is OR  is not [CHECK ONE] subject to an "agreement", as the same is defined in Md. Code, Tax Prop. § 8-211. If the Property is subject to an agreement, Buyer is hereby notified that this sale may be subject to the Forest Conservation and Management Program imposed by Md. Code, Tax Prop. §§ 8-211 et. seq. Forest Conservation/Management program taxes assessed as a result of this transfer shall be paid by Buyer.

**FOREST CONSERVATION ACT NOTICE:** If the Property is a tract of land 40,000 square feet or more in size, Buyer is notified that, unless exempted by applicable law, as a prerequisite to any subdivision plan or grading or sediment control permit for the Property, Buyer will be required to comply with the provisions of the Maryland Forest Conservation Act imposed by Md. Code, Natural Resources §§ 5-1601, et. seq., including, among other things, the submission and acceptance of a Forest Stand Delineation and a Forest Conservation Plan for the Property in accordance with applicable laws and regulations. Unless otherwise expressly set forth in an addendum to the Agreement, Seller represents and warrants that the Property is not currently subject to a Forest Conservation Plan, Management Agreement or any other pending obligation binding the owner of the Property under said Act; further, Seller represents and warrants that no activities have been undertaken on the Property by Seller in violation of the Forest Conservation Act.

**GROUND LEASE NOTICE.**

Seller represents that the Property  is OR  is not [CHECK ONE] encumbered by a ground lease. If the Property is encumbered by a ground lease, and the Property is not improved by any apartment, condominium, cooperative, or other building for multifamily use of greater than four dwelling units, Md. Code, Real Prop. § 14-117 requires the following disclosure:

**NOTICE REQUIRED BY MARYLAND LAW REGARDING  
YOUR GROUND RENT**

**This property \_\_\_\_\_  
(address) is subject to a ground lease. The annual payment on the  
ground lease ("ground rent") is \$ \_\_\_\_\_ (dollar amount), payable  
in yearly or half-yearly installments on  
\_\_\_\_\_ (date or dates).**

The next ground rent payment is due \_\_\_\_\_  
(day, month, year) in the amount of \$ \_\_\_\_\_ (dollar amount).  
The payment of the ground rent should be sent to:

\_\_\_\_\_  
(name of ground lease holder)

\_\_\_\_\_  
(address)

\_\_\_\_\_  
(phone number)

**NOTE REGARDING YOUR RIGHTS AND RESPONSIBILITIES  
UNDER MARYLAND LAW:**

**As the owner of this property, you are obligated to pay the ground rent to the ground lease holder. It is also your responsibility to notify the ground lease holder if you change your address or transfer ownership of the property.**

**If you fail to pay the ground rent on time, you are still responsible for paying the ground rent. In addition, if the ground lease holder files an action in court to collect the past due ground rent, you may be required to pay the ground lease holder for fees and costs associated with the collection of the past due ground rent. In addition, the ground lease holder may also file an action in court to take possession of the property, which may result in your being responsible for additional fees and costs and ultimately in your loss of the property. Please note that under Maryland law, a ground lease holder may demand not more than 3 years of past due ground rent, and there are limits on how much a ground lease holder may be reimbursed for fees and costs. If you fail to pay the ground rent on time, you should contact a lawyer for advice.**

**As the owner of this property, you are entitled to redeem, or purchase, the ground lease from the ground lease holder and obtain absolute ownership of the property. The redemption amount is fixed by law as follows:**

- (1) For a sum equal to the annual rent reserved multiplied by:**
- (i) 25, which is capitalization at 4 percent, if the lease was executed from April 8, 1884, to April 5, 1888, both inclusive;**
  - (ii) 8.33, which is capitalization at 12 percent, if the lease was or is created after July 1, 1982; or**
  - (iii) 16.66, which is capitalization at 6 percent, if the lease was created at any other time;**
- (2) For a lesser sum if specified in the lease; or**
- (3) For a sum to which the parties may agree at the time of redemption.**

**The amount to redeem your ground lease is \$ \_\_\_\_\_. If you wish to redeem the ground lease, contact the ground lease holder. If the identity of the ground lease holder is unknown, the State Department of Assessments and Taxation provides a process to redeem the ground lease that may result in your obtaining absolute ownership of the property. If you would like to obtain absolute ownership of this property, you should contact a lawyer for advice.**

**HIGH NOISE LEVEL NOTICE.** Md. Code, Real Prop. § 14-117(k) requires that Buyer be notified of the following: Buyer is advised that the property may be located near a military installation that conducts flight operations, munitions testing, or military operations that may result in high noise levels.

**MOLD.** Mold is naturally occurring and may cause health risks or damage to property. If Buyer is concerned or desires additional information regarding mold, Buyer should contact an appropriate professional. Real property (including, but not limited to, the basement) is or may be affected by water or moisture damage, toxic mold, and/or other environmental hazards or conditions. Buyer is being advised that exposure to certain species of mold may pose serious health risks, and that individuals with immune system deficiencies, infants, children, the elderly, individuals with allergies or respiratory problems, and pets are particularly susceptible to experiencing adverse health effects from mold exposure. Buyer acknowledges that Seller has advised Buyer to make his/her own evaluation of the Property and to have the Property thoroughly inspected. Buyer has been further advised by Seller that all areas contaminated with mold, and/or other environmental hazards or conditions, should be properly and thoroughly remediated. Additionally, Buyer has been advised by Seller that habitation of the Property without complete remediation may subject the inhabitants to potentially serious health risks

and/or bodily injury. Buyer acknowledges that it is the sole responsibility of Buyer to conduct any remediation on the Property. Buyer represents and warrants to Seller that Buyer has made his own inspection and evaluation of the Property to Buyer's complete satisfaction, and Buyer accepts the Property AS IS, WHERE IS, WITH ALL FAULTS AND LIMITATIONS.

**PERMITS AND REPAIRS.** If the Property is located in a jurisdiction that requires a certificate of occupancy, smoke detector certification, septic certification or any similar certification or permit or any form of improvement or repair to the Property (collectively, "***Permits and Repairs***"), Buyer acknowledges and agrees that Buyer shall be responsible for obtaining any and all of the Permits and Repairs at Buyer's sole cost and expense, including but not limited to any certificate of use or other certification required by the ordinance. Buyer shall make application for all Permits and Repairs within ten (10) days of the Seller's Acceptance Date, such date to be the date of execution of the Agreement and any Exhibits and Addenda hereto. Seller makes no representations or warranties regarding compliance or conformity with any building codes, laws, rules or regulations.

**PROPERTY TAX DISCLOSURE SUMMARY.** Buyer should not rely on the Seller's current property taxes as the amount of property taxes that the Buyer may be obligated to pay in the year subsequent to purchase. A change of ownership, use or property improvements may trigger reassessments of the Property that could result in higher property taxes. If Buyer has any questions concerning valuation, Buyer is advised to contact the county property appraiser's office for information.

**RADON.** Radon is a naturally occurring radioactive gas that when accumulated in a building in sufficient quantities may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines may have been found in buildings in the state where the Property is located. Additional information regarding radon and radon testing may be obtained from your county or state health unit. Buyer represents and warrants that he/she/it has not relied on the accuracy or completeness of any representations that have been made by the Seller and/or Seller's broker or auctioneer as to the presence of radon and that the Buyer has not relied on the Seller's or Seller's broker's failure to provide information regarding the presence or effects of any radon found on the Property. Real estate brokers and agents are not generally qualified to advise buyers on radon treatment or its health and safety risks.

**REAL ESTATE GUARANTY FUND.** Md. Code, Bus. Occ. & Prof. §§ 17-401 et. seq. requires that Buyer be notified that Buyer is protected by the Real Estate Guaranty Fund in an amount not to exceed \$25,000.

**RECORDATION TAX NOTICE.** Md. Code, Real Prop. § 14-117 requires that Buyer be notified of the following:

**Md. Code, Real Prop. § 14-104 provides that, unless otherwise negotiated in the contract or provided by State or local law, the cost of any recordation tax or any State or local transfer tax shall be shared equally between the buyer and seller.**

**SEX OFFENDER INFORMATION:** Information about specific registered sex offenders is made available to the public via an Internet Web site maintained by the Maryland Department of Public Safety and Correctional Facilities at <http://www.socem.info/>.

**SQUARE FOOTAGE.** Buyer acknowledges that the square footage of the Property has not been measured by Seller, Seller's broker or its auctioneer (including the square footage of the lot and home) and the square footage quoted on any marketing tools such as advertisements, brochures, MLS data, the auction website and any other information provided is based on information supplied to Seller and is deemed approximate and not guaranteed. Buyer further acknowledges that Buyer has not relied upon any such marketing tool and that such tools are not representations and/or warranties of Seller or its agent.

**TERMITE INSPECTION.** Buyer, at Buyer's sole cost and expense, will furnish a written report from a pest control firm dated within thirty (30) days prior to Close of Escrow showing that all dwelling(s) and/or garage(s), excluding fences or shrubs not abutting the dwelling(s) or garage(s) on the Property are free of visible evidence of active termites and other wood-destroying insects and free from visible structural insect damage as may be required by law or Buyer's lender. Any extermination and structural repairs identified in the inspection report will be made at Buyer's sole expense.

**WETLANDS NOTICE.** If all or any portion of the Property is considered wetlands, Buyer will need the approval of the U.S. Army Corps of Engineers before a building permit may be issued. The future use of existing buildings located on the Property may also be limited if the Property is considered wetlands. Information concerning the wetland designation of the Property may be obtained directly from the U.S. Army Corps of Engineers. Buyer may engage, at Buyer's expense, a specialist to inspect the Property prior to executing the Agreement. Buyer may also make the Agreement, subject to Seller's acceptance, contingent on a satisfactory inspection. By Buyer's execution of the Agreement, Buyer acknowledges he/she/it has had the opportunity to make all inspections of the Property Buyer deems necessary and is satisfied with the status of the Property.

**RECEIPT OF DISCLOSURES.** Buyer acknowledges and agrees that Buyer has received and/or had adequate opportunity to read and understand all disclosures and documents regarding the Property made available by Seller, Seller's broker or its auctioneer in print or electronic form (the "Disclosures"), prior to entering into the Agreement including without limitation:

1. The pamphlet "Protect Your Family From Lead in Your Home";
2. The documents and information made available on the internet at [www.realtybid.com](http://www.realtybid.com);
3. The written disclosures made available at the Property and at the location where the sale of the Property is conducted;
4. Any real estate brokerage relationship disclosures, such disclosures made available and provided to Buyer during the registration process, prior to bidding at auction and prior to entering into any Agreement for the purchase and sale of the Property; and,
5. The disclosures listed herein and attached to the Agreement, which are incorporated into the Agreement by reference herein.

Buyer understands and acknowledges that any information provided by or on behalf of Seller with respect to the Property, including without limitation, all information in any Disclosures or brochure was obtained from a variety of sources and that Seller and Seller's broker(s) and auctioneer have not made any independent investigation or verification of such information and make no representations as to the accuracy or completeness of such information.

**“AS IS, WHERE IS, WITH ALL FAULTS AND LIMITATIONS” SALE.** Buyer acknowledges and agrees that neither Seller nor any person acting as Seller's representative or agent has occupied the Property and that Buyer is acquiring the Property “AS IS, WHERE IS, WITH ALL FAULTS AND LIMITATIONS”, in its present state and condition, with all defects and faults, whether known or unknown, presently existing or that may hereafter arise including, without limitation:

1. The value, any appraised value, nature, quality or condition of the Property, including, without limitation, the water, soil and geology;
2. The income to be derived from the Property;
3. The compliance of or by the Property or its operation with any laws, rules, ordinances or regulations of any applicable governmental authority or body;
4. The habitability, marketability, tenantability or fitness for a particular purpose of the Property.

Buyer shall hold harmless, indemnify and defend Seller and its representatives and agents from any claim arising from or relating to the Property. Buyer hereby fully and irrevocably releases Seller and its representatives and agents from any and all claims of any kind whatsoever, whether known or unknown, arising from or relating to the Property. This release includes claims that Buyer does not know or suspect to exist in Buyer's favor and which would materially affect Buyer's release of Seller if such claims were known by Buyer. The obligations and agreements of Buyer under this section shall survive the close of escrow or the earlier termination of the Agreement.

**WAIVER OF SPECIFIC PERFORMANCE REMEDY.** As a material part of the consideration to be paid or received by Buyer and Seller under the Agreement, Buyer waives all rights to file and maintain an action against Seller for specific performance and to record a Lis Pendens or notice of pendency of action against the Property if a dispute arises concerning the Agreement. Buyer agrees that the Property is not unique and in the event of Seller's default, Buyer can be adequately and fairly compensated solely by receiving a return of Earnest Money Deposit and cancellation of Buyer's obligation to purchase the Property. Upon return of the Earnest Money Deposit to Buyer, the Agreement shall be terminated, and Buyer and Seller irrevocably instruct the Closing Agent to return all funds and documents to the party that deposited them without further direction.

*To the maximum extent permissible under Maryland law, Buyer expressly waives any and all claims, damages, and/or remedies related to the foregoing and attached disclosures, including but not limited to those arising from any errors, inaccuracies, and/or omissions therein.*

Dated: \_\_\_\_\_

**BUYER:**

\_\_\_\_\_  
Buyer Signature

\_\_\_\_\_  
Buyer Printed Name

Dated: \_\_\_\_\_

**CO-BUYER:**

\_\_\_\_\_  
Co-Buyer Signature

\_\_\_\_\_  
Co-Buyer Printed Name



**COUNTY SPECIFIC DISCLOSURES (as applicable)**

**Anne Arundel County Environmental Enforcement Action Notice.** Seller represents that the Anne Arundel County and/or the State of Maryland  has OR  has not [**CHECK ONE**] initiated enforcement action for a violation of local law described in Md. Code, Courts & Jud. Proceedings § 5-106(bb)(1) (relating to an offense that: (i) occurs in the Chesapeake Bay Critical Area, as defined in Md. Code, Natural Resources § 8-1807; and (ii) Is a violation of a local law that relates to environmental protection or natural resource conservation, including a local law regulating: (a) Grading; (b) Sediment control; (c) Stormwater management; (d) Zoning; (e) Construction; or (f) Health and public safety). If such an enforcement action has been initiated, Md. Code, Real Prop. § 14-117 requires that Buyer be notified of the following:

In the event Anne Arundel County or the State of Maryland has initiated enforcement action for a violation of a local law described in Md. Code, Courts & Jud. Proceedings § 5-106(bb)(1), Buyer is hereby notified, in accordance with Md. Code, Real Prop. § 14-117, of the following:

(i) \_\_\_\_\_  
\_\_\_\_\_ (the nature of the violation);

(ii) \_\_\_\_\_  
\_\_\_\_\_ (the status of any ongoing proceedings to enforce the violation); and

(iii) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ (actions Buyer may be required to take with respect to the Property in order to cure the violation).

**Anne Arundel County Notice.** If the Property is located in Anne Arundel County, Md. Code, Real Prop. § 10-703 requires that Buyer be notified of the following:

The Buyer fully understands that in order to become more fully informed of the current and future land-use plans, facility plans, public works plans, school plans, or other plans affecting the property or area, the Buyer should consult the appropriate county agency or county Internet website for information regarding these plans.

**Baltimore County Historic Property Disclosure.** Seller represents that the Property  does OR  does not[**CHECK ONE**] appear on the preliminary county landmarks list, the final county landmarks list, or the Property is located within any proposed or designated county historic district. If the Property does appear on the preliminary county landmarks list, the final county landmarks list, or the Property is located within any proposed or designated county historic district, Section 32-7-107 of the Baltimore County Code requires the following disclosure:

The Property appears on  a Baltimore County landmark list;  is located within a proposed or designated Baltimore County historic district or  is both on a Baltimore County landmarks list and located in a Baltimore County historic district [CHECK ONE].

**Baltimore County Panhandle Lot Disclosure.** Seller represents that the Property  is OR  is not [CHECK ONE] a “panhandle lot” as defined by Section 32-4-101 of the Baltimore County Code. If the Property is a “panhandle lot”, Section 35-3-303(a) of the Baltimore County Code requires the following disclosure:

The Property is a panhandle lot and Baltimore County is not responsible for maintaining the road, removing snow, or providing trash collection along the panhandle driveway.

**Baltimore County Public Sewer or Water Disclosure.** If the Property is not served by public sewer or water supply system, Section 35-3-303(a) of the Baltimore County Code requires the following disclosure:

The Property is not served by a public sewer or water supply system and the Property  is OR  is not [CHECK ONE] equipped with a private sewer or water supply.

**Baltimore County Public Sewer or Water Annual Fee/Assessment Disclosure.** If the Property is served by public sewer or water supply system, Section 32-4-310 of the Baltimore County Code requires the following disclosure:

Notice to purchasers of real estate in Baltimore County.

This property is subject to a fee or assessment charged, under the authority granted to developer pursuant to § 32-4- 310 of the Baltimore County Code, which purports to cover or defray the cost of installing all or part of the public water or sewer facilities constructed by the developer of the subdivision known as \_\_\_\_\_. This fee or assessment is \$\_\_\_\_\_, payable annually in the month of \_\_\_\_\_ to \_\_\_\_\_ (name and address) (hereinafter called ‘lienholder’) until \_\_\_\_\_ (date). There may be a right of prepayment or discount for early payment which may be ascertained by contacting the lienholder. The fee and assessment is a contractual obligation between the lienholder and each owner of this property, that runs with the land, and is not in any way a fee or assessment of Baltimore County.

**Baltimore County Notice of Well Water.** If the Property is served by a private water supply system as the source of domestic water, Section 34-2-104 of the Baltimore County Code requires the following disclosure (waivers for the minimum well test and chemical quality test are attached hereto):

#### NOTICE OF WELL WATER LAW

Since the property to be purchased by Buyer(s) will be served by a private water supply system as the source of domestic water, the law of Baltimore County requires that, prior to conveyance

of such property to any Buyer(s), seller(s) must provide a well with a supply of water meeting the minimum water yield requirements and bacteriological and chemical quality standards of § 34-2-102(a) and (b) of the Baltimore County Code. Buyer(s) is further advised that the quantity and quality of water is important and that, unless Buyer(s) specifically executes a waiver of testing for minimum water yield and chemical quality standards, such tests must be made on the well existing on the property to be purchased by Buyer(s) to determine whether same meets the minimum requirements established by Baltimore County Code. Any waiver of these testing requirements must be filed by Buyer(s) on the form prescribed by the Baltimore County Code and filed with the Baltimore County Department of Environmental Protection and Resource Management at least six (6) days prior to settlement and/or the date of conveyance to Buyer(s), whichever shall first occur. Any such waiver may be revoked by Buyer(s) upon written notice of such revocation delivered or mailed by certified mail, postage prepaid, return receipt requested, to seller(s) or seller's(s') agent at seller's(s') home or business address or the business address of seller's(s') agent within five (5) days of the date of the aforesaid filing with the Department of Environmental Protection and Resource Management. Date of delivery includes the date of mailing as aforesaid.

**Baltimore County RC 4 Zone Disclosure.** If the Property is in or within 500 feet of any RC 4 zone, Section 35-3- 303(b) of the Baltimore County Code requires the following disclosure:

The Property may be subject to inconveniences or discomforts arising from agricultural operations, including: (i) Operation of machinery of any kind including aircraft, during any 24-hour period; (ii) The storage and disposal of manure; and (iii) The application by spraying or otherwise of chemical fertilizers, soil amendments, herbicides, and pesticides. The county will not consider an agricultural operation to be a public or private nuisance if the operation: (i) Complies with all federal, state, or county health and zoning requirements; and (ii) Is not being conducted in a negligent manner.

**Baltimore County Master Plan Disclosure.** If the Property is located in Baltimore County, the following disclosure is required by Section 35-3-301(b) of the Baltimore County Code:

**(1) The seller has notified the Buyer that the property may be affected by provisions of the master plan and that the Buyer may wish to review the master plan; and**

**(2) The Buyer understands that in order to become fully informed of current and future land use plans, facility plans, public works plans, school plans, or other plans affecting the property or area, the Buyer should consult the appropriate county agency for information regarding the plans.**

**Baltimore County 100 Year Floodplain Disclosure.** Seller represents that the Property  has OR  has not [CHECK ONE] been removed from a 100-year flood plain area. If the Property has been removed from a 100-year flood plain area, the following disclosure is required by Section 32-8-208(a) of the Baltimore County Code:

The house, building or structure which is the subject of this contract has been removed from a 100-year floodplain.

**Baltimore City Transfer Certificate Notice.** Seller represents that the Property  is OR  is not [CHECK ONE] being used exclusively as a single or two (2) family dwelling. If the Property is not being used exclusively as a single or two (2) family dwelling, pursuant to Section 2-503 of the Baltimore City Code, Seller is required to provide to Buyer, within fifteen (15) days after the Agreement is executed by both Buyer and Seller, a transfer certificate from the Baltimore City Zoning Administrator.

**Baltimore City Disclosure of Tenant Rights.** Seller represents that the Property  has OR  does not have [CHECK ONE] tenants. If the Property has tenants, as required by Article 13, Section 6-1 et. seq. of the Baltimore City Code, Seller shall provide to any residential tenant, or other person entitled to the benefits of the Property (“*Tenant*”), a notice of the intended sale of the Property and of certain tenant rights. The obligation of Seller to transfer the Property to Buyer pursuant to the Agreement is contingent on the rights of Tenant to purchase the Property in accordance with Article 13, Section 6-1 et. seq. of the Baltimore City Code. In the event Tenant (i) delivers to Seller written intent to purchase the Property or (ii) accepts a purchase agreement for the Property, Seller shall notify Buyer in writing. Upon Buyer’s receipt of such notification, Buyer may declare the Agreement null and void without penalty and the Ernest Money Deposit shall be returned to Buyer without delay.

**County of Charles, State of Maryland. Disclosure of the existence of the Charles County Right to Farm Ordinance in compliance with Charles County Ordinance No. 00-60 (The Charles County Right to Farm Ordinance).**

#### SELLER’S INFORMATION

The following are representations made by the seller and are not the representations of the agent(s), if any. This information is a disclosure and is not intended to be part of any contract between the buyer and seller.

Charles County allows agricultural and forestry operations (as defined in the Charles County Right to Farm Ordinance) within the county. You may be subject to inconveniences or discomforts arising from such operations, including but not limited to noise, odors, fumes, dust, flies and other insects, the operation of machinery of any kind (including aircraft) during any 24-hour period, vibration, the storage and disposal of manure and the application by spraying or other means of dispersing chemical fertilizers and other soil amendments and pesticides, including but not limited to herbicides. Charles County has determined that inconveniences or discomforts associated with such agricultural and forestry operations shall not be considered to be an interference with reasonable use and enjoyment of land, if such operations are conducted in accordance with generally accepted agricultural or forestry management practices. Charles County has established a Reconciliation Committee to assist in the resolution of disputes which might arise between persons in this county regarding whether agricultural or forestry operations conducted on agricultural lands are causing an interference with the reasonable use and enjoyment of the land or personal well-being and whether those operations are being conducted in accordance with generally accepted agricultural or forestry practices. If you have any questions concerning this policy or the Reconciliation Committee, please contact the Charles County Department of Planning and Growth Management for additional information.

**IF YOU DESIRE LEGAL ADVICE CONCERNING THE EFFECT OF THIS  
DISCLOSURE, PLEASE CONSULT YOUR ATTORNEY.**

**Frederick County Notice.** Seller represents that the Property  is OR  is not [CHECKONE] located in Frederick County and is subject to a tax or fee of a special taxing district or community development authority. If the Property is located in Frederick County and is subject to such a fee or tax, Md. Code, Real Prop. § 10-704 requires that Buyer be notified of the following:

**This sale is subject to a tax or fee of a (special taxing district or community development authority). State law requires that Seller disclose to Buyer at or before the time the Agreement is entered into, or within twenty (20) calendar days after entering into the Agreement, certain information concerning the Property Buyer is purchasing. The content of the information to be disclosed is set forth in Md. Code, Real Prop. § 10-704 and includes the amount of the current annual tax or fee of the (special taxing district or community development authority) for the Property, the number of years remaining for the tax or fee of the (special taxing district or community development authority), and a statement of whether any tax or fee of the (special taxing district or community development authority) against the Property is delinquent.**

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**Montgomery County Airports, Heliports and Helipads Disclosure.** If the Property is located in Montgomery County, the following disclosure is required by Part II of Section 40-11 of the Montgomery County Code:

The following list of airports and heliports includes those in Montgomery County and the surrounding area that may be within a five (5) mile radius of the Property. Buyer should be aware of the fact that most properties in Montgomery County are within five (5) miles of an airport or heliport installation.

- Shady Grove Adventist Hospital, 9901 Medical Center Drive, Rockville, MD 20850
- Suburban Hospital, 8600 Old Georgetown Road, Bethesda, MD 20814
- Montgomery County Airpark, 7940 Airpark Road, Gaithersburg, MD 20879
- IBM Corporation Heliport, 18100 Frederick Avenue, Gaithersburg, MD 20879
- Davis Airport, 7200 Hawkins Creamery Road, Laytonville, MD 20879
- Federal Support Center Heliport, 5321 Riggs Road, Laytonville, MD 20882
- Waredaca Farm, 4015 Damascus Road, Brookeville, MD 20760
- Dow Jones & Company, Inc., 11501 Columbia Pike, Silver Spring, MD 20904
- Washington Adventist Hospital, 7600 Carroll Avenue, Takoma Park, MD 20912
- Maryland State Police Heliport, 16501 Norwood Road, Sandy Spring, MD 20860
- Flying M Farms, 24701 Old Hundred Road, Comus, MD 20842
- College Park, 1909 Cpl Frank Scott Drive, College Park, MD 20740
- The Greater Laurel Beltsville Hospital, 7100 Contee Road, Laurel, MD 20707

- Citizens Bank Helipad, 14401 Sweitzer Lane, Laurel, MD 20707
- Metroplex Heliport, 8201 Corporate Drive, Landover, MD 20785
- Burhans Memorial Airport, 9401 Ball Road, Ijamsville, MD 21754
- Norwood Heliport, 16501 Norwood Rd, Sandy Spring, MD 20860
- Ijamsville Airport, 9701 C. Reichs Ford Road, Ijamsville, MD 21754
- Suburban Airport, 520 Brockbridge Rd, Laurel, MD 20724
- Stol-Crest Airfield, 3851 Price's Distillery Road, Urbana, MD 27154
- Beltsville Shop Heliport, 2900 Linden Lane 300, Silver Spring, MD 20910
- Barnes Airport, 1878 Route 94, Woodbine, MD 21797
- Glenair Airport, 3689 Sharp Road, Glenwood, MD 21738
- Walters Airport, 7017 Watersville Road, Mt. Airy, MD 21771
- Haysfield Airport, 4994 Sheppard Lane, Ellicott City, MD 21043
- Prince George's Hospital Center Heliport, 3001 Hospital Dr, Cheverly, MD 20785
- CIA Headquarters Heliport, Central Intelligence Agency, Washington, DC 20505
- Georgetown University Hospital, 3800 Reservoir Road, NW, 20007
- Metropolitan Police, Dist. 2, 3320 Idaho Avenue, NW 20007
- Metropolitan Police, Dist. 3, 1620 V Street, NW, 20007
- Metropolitan Police, Dist. 5, 1805 Bladensburg Rd., NE, 20002
- Metropolitan Complex 50 Florida Avenue NE, 20002
- Sibley Memorial Hospital Heliport, 5255 Loughboro Road NW, 20016
- Spirit of Washington Heliport, Pier 4 6th & Water Sts, SW, 20024
- South Capitol Street Heliport, 1724 S Capital St SE, 20003
- Walter Reed Forest Glen, Washington, DC 20307-5001
- Pentagon AHP, Cameron Station, Alexandria, VA 22314
- Bolling AFB, Bolling Afb, DC 20332
- U.S. Park Police Eagle's Nest Heliport, 1100 Ohio Dr, SW, 20242
- National Presbyterian Church, 4101 Nebraska Avenue, NW 20016
- Steuart Office Pad, Steuart Petroleum Co., 4640 40th Street, NW 20016
- Walter Reed Hospital, 6825 16th Street, NW 20012
- Washington Post, 1150 15th Street, NW, 20017
- Washington Hospital Center, 110 Irving Street, NW 20010
- Children's National Medical Center, 111 Michigan Avenue, NW 20010
- National Hospital for Orthopedics/Rehabilitation Heliport, 2455 Army-Navy Drive, Arlington, VA 22206
- Leesburg Executive, 1001 Sycolin Road, Leesburg, VA 22075
- Loudoun Hospital Center, 224 Cornwall, NW, Leesburg, VA 22075
- Ronald Reagan Washington National Airport, Arlington County, VA 20001

**Montgomery County Master Plan Disclosure.** If the Property is located in Montgomery County, Part II of Section 40-10 of the Montgomery County Code requires that Buyer be notified of the following:

**Buyer has a right to examine, prior to entering into the Agreement, the applicable Montgomery County Master Plan, any other municipal land use plan, any adopted amendment to either plan and any approved official maps showing planned land uses, roads and highways, parks and other public facilities affecting the property contained in the plan for the area in which the Property is located.**

**By signing below, Buyer acknowledges the following:**

**(i) Seller has offered Buyer the opportunity to review the applicable master plan and municipal land use plan and any adopted amendment;**

**(ii) Seller has informed Buyer that amendments affecting the plan may be pending before the planning board or the county council or a municipal planning body;**

**(iii) (a) Buyer has reviewed each plan and adopted amendment; or (b) Buyer has waived the right to review each plan and adopted amendment; and**

**(iv) Buyer understands that, to stay informed of future changes in county and municipal land use plans, Buyer should consult the planning board and the appropriate municipal planning body.**

**Buyer: \_\_\_\_\_ Buyer: \_\_\_\_\_**

**Montgomery County Costs Attributable to Transportation Related Facilities Disclosure.** If the Property is located in Montgomery County, Part II of Section 40-11A of the Montgomery County Code requires that Buyer be notified that the Property  is or  is not subject to deferred costs attributable to the improvement or construction of any transportation-related facility, for which the Buyer shall become liable pursuant to an agreement with Montgomery County. If the Property is subject to such deferred costs, Seller herewith informs Buyer of the existence of deferred charges attributable to transportation-related facilities for which Buyer shall assume liability in the estimated amount of \$ \_\_\_\_\_ dollars.

**Montgomery County Water and Sewer Availability Disclosure.** If the Property is located in Montgomery County, Part II of Section 40-10A of the Montgomery County Code requires that Buyer be notified of the following:

**Seller has no knowledge of either: (i) whether the Property is connected to, or has been approved for connection to, a public water and sewer system or (ii) (a) the water and sewer service area category or categories that currently apply to the property; (b) any recommendations in the applicable master plan regarding water and sewer service to the property and (c) the status of any pending water and sewer comprehensive plan amendments or service area category changes that would apply to the Property.**

**By signing below, Buyer acknowledges the following:**

**(i) Seller has informed Buyer that Seller does not know the information required by the Montgomery County Code, Part II of Section 40-10A (a) and**

**(ii) Buyer understands that, to stay informed of future changes in County and municipal water and sewer plans, Buyer should consult the County Planning Board, the Washington Suburban Sanitary Commission, the County Department of Environmental Protection, or any appropriate municipal planning or water and sewer body.**

**Buyer: \_\_\_\_\_ Buyer: \_\_\_\_\_**

**Montgomery County Special Protection Area Disclosure.** If the Property is located in an area of Montgomery County designated as a special protection area under the Part II of Section 19-62 of the Montgomery County Code, Part II of Section 40-12 of the Montgomery County Code requires that Buyer be notified of the following:

**The Property  is or  is not [CHECK ONE] designated as a special protection area pursuant to the Montgomery County Section 19-60 et. seq.**

**If the Property is designated as a special protection area, by signing below, Buyer acknowledges the following:**

**(i) Seller has informed Buyer of the Property's status as a special protection area and**

**(ii) Buyer understands that special water quality measures and certain restrictions on land uses and impervious surfaces may apply to the Property.**

**Buyer: \_\_\_\_\_ Buyer: \_\_\_\_\_**



**Montgomery County Historic Designation Disclosure.** If the Property has been designated a historic site or is in an area designated as a historic district in Montgomery County, Part II of Section 40-12A of the Montgomery County Code requires that Buyer be notified of the following:

**The Property  is or  is not [CHECK ONE] either (i) designated as a historic site; (ii) located in an area designated as a historic district or (iii) listed as a historic resource on the Montgomery County locational atlas of historic sites.**

**If the Property is designated as described above, by signing below, Buyer acknowledges the following:**

**(i) Seller has informed Buyer of the Property’s status as (i) a historic site, (ii) located in an area designated as a historic district or (iii) listed as a historic resource on the Montgomery County locational atlas of historic sites and**

**(ii) Buyer understands that special restrictions on land uses and physical changes may apply to this property, and Buyer may obtain more information about these restrictions from the staff of the County Historic Preservation Commission.**

**Buyer: \_\_\_\_\_ Buyer: \_\_\_\_\_**

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**Prince George’s County Development Impact Fee Notice.** Seller represents that the Property  is OR  is not [CHECK ONE] located in Prince George’s County and is subject to a development impact fee. If the Property is located in Prince George’s County and is subject to a development impact fee, Md. Code, Real Prop. § 14-117(h) requires that Buyer be notified of the following:

(i) a development impact fee has been imposed on the Property;

(ii) the total amount of the impact fee that has been imposed on the Property is \$ \_\_\_\_\_ and

(iii) the amount of the impact fee, if any, that is unpaid on the date of the Agreement is \$ \_\_\_\_\_.

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**St. Mary’s County and Charles County Agricultural Tax Notice.** Seller represents that the Property  is OR  is not [CHECK ONE] located in St. Mary’s County or Charles County and is “agriculturally assessed” as defined by Md. Code, Real Prop. § 14-117(i). If the Property is in St. Mary’s County or Charles County and is “agriculturally assessed”, Md. Code, Real Prop. § 14-117(i), requires that Buyer be notified that:

Notice: under Md. Code, Env. § 9-241, the Department of the Environment is required to maintain permanent records regarding every permit issued for the utilization of sewage sludge, including the application of sewage sludge on farm land. A prospective buyer has the right to ascertain all such information regarding the property being sold under this transaction.

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**Washington County Agricultural Tax Notice.** Seller represents that the Property  is OR  is not [CHECKONE] considered “agricultural land”, as defined by Md. Code, Tax Prop. § 13-501. If the Property is considered “agricultural land” and if the Property is situated in Washington County, Md. Code, Tax Prop. § 13-504, requires that Buyer be notified that the Property, or any portion thereof, may be subject to an Agricultural Land Transfer Tax, as defined and imposed by Md. Code, Tax Prop. §§ 13-501 et. seq.

**Washington County, State of Maryland Disclosure of the Existence of the Right to Farm Ordinance for Washington County (“the Ordinance”) as required by the Ordinance.**

THE FOLLOWING ARE REPRESENTATIONS MADE BY THE SELLER AND ARE NOT THE REPRESENTATIONS OF THE AGENT(S), IF ANY. THIS INFORMATION IS A DISCLOSURE AND IS NOT INTENDED TO BE PART OF ANY CONTRACT BETWEEN THE BUYER AND SELLER.

WASHINGTON COUNTY ALLOWS AGRICULTURAL OPERATIONS (as defined in the Ordinance) WITHIN THE COUNTY. You may be subject to inconveniences or discomfort arising from such operations, including but not limited to noise, odors, fumes, dust, flies, the operation of machinery of any kind during any 24-hour period (including aircraft), vibration, the storage and disposal of manure, and the application by spraying or otherwise of chemical fertilizers, soil amendments, and pesticides. Washington County has determined that inconveniences or discomforts associated with such agricultural operations shall not be considered to be an interference with the reasonable use and enjoyment of land, if such operations are conducted in accordance with Generally Accepted Agricultural Management Practices. Washington County has established a reconciliation board to assist in the resolution of disputes that might arise between persons in this County regarding whether agricultural operations conducted on Agricultural Lands are causing an interference with the reasonable use and enjoyment of land or personal wellbeing and whether those operations are being conducted in accordance with Generally Accepted Agricultural Practices. If you have any question concerning this policy or the reconciliation board, please contact the Washington County Planning Department for additional information.

IF YOU DESIRE LEGAL ADVICE CONCERNING THE EFFECT OF THIS DISCLOSURE, PLEASE CONSULT YOUR ATTORNEY.

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**City of Rockville Master Plan Disclosure.** If the Property is located in the City of Rockville, Section 7-31 of the

Rockville City Code requires that Buyer be notified of the following:

**Buyer has a right to examine, prior to entering into the Agreement, the Approved and Adopted Land Use Plan Map of the City of Rockville and all amendments thereto.**

**By signing below, Buyer acknowledges the following:**

**Seller or his agent has provided Buyer the opportunity to examine the Approved and Adopted Land Use Plan Map of the City of Rockville and all amendments thereto by either producing and making available for examination a copy of the map or escorting Buyer to a place where the map is available for examination and securing such map for examination by Buyer.**

**Buyer: \_\_\_\_\_ Buyer: \_\_\_\_\_**

## EXHIBIT A

### 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 seller.

**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 listed by the company with whom the agent accompanying you is affiliated, and you have not signed a Buyer Agency Agreement and a "Consent for Dual Agency" form, that agent is representing 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 agency agreement for that particular property with either the buyer or seller, or both. If the seller's agreement is terminated, the seller must then either represent him or herself or arrange to be represented by an agent from another real estate broker/company. If the buyer's agreement is terminated, the buyer may choose to enter into a written buyer agency agreement with a different broker/ company. Alternatively, the buyer may choose not to be represented by an agent of his or her own but simply to receive assistance from the seller's agent, from another agent in that company, or from a subagent from another company.

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

>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

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

**The Seller/Landlord's Agent**

\_\_\_\_\_  
Signature (Date) Signature (Date)

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

Name of Individual(s) to whom disclosure made \_\_\_\_\_

Agent's Signature \_\_\_\_\_

Date \_\_\_\_\_

Name of Individual to whom disclosure made  
\_\_\_\_\_ (Date)