



### Inclusions/Exclusions Attachment to Listing Agreement Disclosure and/or Addendum

Property Address: 14 Blue Hosta Way, Rockville, MD 20850

#### PART I. Inclusions/Exclusions Disclosure

**Personal Property and Fixtures:** The Property includes the following personal property and fixtures: A) Any existing built-in heating and central air conditioning equipment, plumbing and lighting fixtures, sump pump, attic and exhaust fans, storm windows, storm doors, screens, installed wall-to-wall carpeting, window shades, blinds, window treatment hardware, smoke and heat detectors, TV antennas, exterior trees and shrubs. Unless otherwise agreed to in writing, all surface or wall mounted electronic components/devices **DO NOT** convey. B) The items marked **YES** below are currently installed or offered. If more than one of an item convey, the number of items is noted.

Yes	No	#	Items	Yes	No	#	Items	Yes	No	#	Items
<input checked="" type="checkbox"/>	<input type="checkbox"/>		Alarm System	<input type="checkbox"/>	<input checked="" type="checkbox"/>		Freezer	<input type="checkbox"/>	<input checked="" type="checkbox"/>		Satellite Dish
<input type="checkbox"/>	<input checked="" type="checkbox"/>		Built-in Microwave	<input checked="" type="checkbox"/>	<input type="checkbox"/>		Furnace Humidifier	<input type="checkbox"/>	<input checked="" type="checkbox"/>		Storage Shed
<input checked="" type="checkbox"/>	<input type="checkbox"/>	2	Ceiling Fan	<input type="checkbox"/>	<input checked="" type="checkbox"/>		Garage Opener	<input type="checkbox"/>	<input checked="" type="checkbox"/>		Stove or Range
<input type="checkbox"/>	<input checked="" type="checkbox"/>		Central Vacuum	<input type="checkbox"/>	<input checked="" type="checkbox"/>		w/ remote	<input type="checkbox"/>	<input checked="" type="checkbox"/>		Trash Compactor
<input checked="" type="checkbox"/>	<input type="checkbox"/>		Clothes Dryer	<input type="checkbox"/>	<input type="checkbox"/>		Gas Log	<input checked="" type="checkbox"/>	<input type="checkbox"/>		Wall Oven
<input checked="" type="checkbox"/>	<input type="checkbox"/>		Clothes Washer	<input type="checkbox"/>	<input checked="" type="checkbox"/>		Hot Tub, Equip, & Cover	<input type="checkbox"/>	<input checked="" type="checkbox"/>		Water Treatment System
<input checked="" type="checkbox"/>	<input type="checkbox"/>		Cooktop	<input type="checkbox"/>	<input checked="" type="checkbox"/>		Intercom	<input type="checkbox"/>	<input checked="" type="checkbox"/>		Window A/C Unit
<input checked="" type="checkbox"/>	<input type="checkbox"/>		Dishwasher	<input type="checkbox"/>	<input checked="" type="checkbox"/>		Playground Equipment	<input type="checkbox"/>	<input checked="" type="checkbox"/>		Window Fan
<input checked="" type="checkbox"/>	<input type="checkbox"/>		Disposer	<input type="checkbox"/>	<input checked="" type="checkbox"/>		Pool, Equip, & Cover	<input type="checkbox"/>	<input checked="" type="checkbox"/>		Window Treatments
<input type="checkbox"/>	<input checked="" type="checkbox"/>		Electronic Air Filter	<input checked="" type="checkbox"/>	<input type="checkbox"/>		Refrigerator	<input type="checkbox"/>	<input checked="" type="checkbox"/>		Wood Stove
<input checked="" type="checkbox"/>	<input type="checkbox"/>		Fireplace Screen/Door	<input checked="" type="checkbox"/>	<input type="checkbox"/>		w/ ice maker				

**OTHER AS IS ITEMS** Breakfast Room + MBR ceiling fans as well as FR light fixture do not convey. Electric wall PP in family room does not convey.

Seller does not warrant the condition or working order of the following items and/or systems:

#### LEASED ITEMS

Any leased items, systems or service contracts (including, but not limited to, fuel tanks, water treatment systems, lawn contracts, security system monitoring, and satellite contracts) DO NOT CONVEY absent an express written agreement by Purchaser and Seller. The following is a list of the leased items within the Property: N/A

Seller certifies that Seller has completed this checklist disclosing what conveys with the property and gives permission to make this information available to prospective buyers.

Seller Long B. Pham Date 8/17/09 Seller Trang L. Dinh Date 8/17/09

#### PART II. Inclusions/Exclusions Addendum

The Contract of Sale dated \_\_\_\_\_ between Seller Long B. Pham, Trang L. Dinh and Buyer \_\_\_\_\_ is hereby amended by the incorporation of this Addendum, which shall supersede any provisions to the contrary in the Contract.

The parties agree that Part I of this Addendum shall replace and supersede the provisions of the Inclusions/Exclusions paragraph of the MAR Residential Contract of Sale or the Personal Property Fixtures and Utilities paragraph of the Regional Sales Contract as applicable.

Seller Long B. Pham Date Buyer Date Seller Trang L. Dinh Date Buyer Date

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MARYLAND RESIDENTIAL PROPERTY DISCLOSURE AND DISCLAIMER STATEMENT

Property Address: 14 Blue Hosta Way, Rockville, MD 20850

Legal Description: Lot: 84 ; Block: A ; Subdivision: Rose Hill Falls

NOTICE TO SELLER AND PURCHASER

Section 10-702 of the Real Property Article, Annotated Code of Maryland, requires the owner of certain residential real property to furnish to the purchaser either (a) a RESIDENTIAL PROPERTY DISCLAIMER STATEMENT stating that the owner is selling the property "as is" and makes no representations or warranties as to the condition of the property or any improvements on the real property, except as otherwise provided in the contract of sale, or in a listing of latent defects; or (b) a RESIDENTIAL PROPERTY DISCLOSURE STATEMENT disclosing defects or other information about the condition of the real property actually known by the owner. Certain transfers of residential property are excluded from this requirement (see the exemptions listed below).

10-702. EXEMPTIONS. The following are specifically excluded from the provisions of §10-702:

- 1. The initial sale of single family residential real property:
A. that has never been occupied; or
B. for which a certificate of occupancy has been issued within 1 year before the seller and buyer enter into a contract of sale;
2. A transfer that is exempt from the transfer tax under §13-207 of the Tax-Property Article, except land installment contracts of sales under §13-207(a) (11) of the Tax-Property Article and options to purchase real property under §13-207(a)(12) of the Tax-Property Article;
3. A sale by a lender or an affiliate or subsidiary of a lender that acquired the real property by foreclosure or deed in lieu of foreclosure;
4. A sheriff's sale, tax sale, or sale by foreclosure, partition, or by court appointed trustee;
5. A transfer by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
6. A transfer of single family residential real property to be converted by the buyer into use other than residential use or to be demolished; or
7. A sale of unimproved real property.

Section 10-702 also requires the owner to disclose information about latent defects in the property that the owner has actual knowledge of. The owner must provide this information even if selling the property "as is." "Latent defects" are defined as: Material defects in real property or an improvement to real property that:

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

MARYLAND RESIDENTIAL PROPERTY DISCLOSURE STATEMENT

NOTICE TO OWNERS: Complete and sign this statement only if you elect to disclose defects, including latent defects, or other information about the condition of the property actually known by you; otherwise, sign the Residential Property Disclaimer Statement. You may wish to obtain professional advice or inspections of the property; however, you are not required to undertake or provide any independent investigation or inspection of the property in order to make the disclosure set forth below. The disclosure is based on your personal knowledge of the condition of the property at the time of the signing of this statement.

NOTICE TO PURCHASERS: The information provided is the representation of the Owners and is based upon the actual knowledge of Owners as of the date noted. Disclosure by the Owners is not a substitute for an inspection by an independent home inspection company, and you may wish to obtain such an inspection. The information contained in this statement is not a warranty by the Owners as to the condition of the property of which the Owners have no knowledge or other conditions of which the Owners have no actual knowledge.

How long have you owned the property? ~ 8 YEARS

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

Water Supply [X] Public [ ] Well [ ] Other
Sewage Disposal [X] Public [ ] Septic System approved for (# bedrooms)
Garbage Disposal [X] Yes [ ] No
Dishwasher [X] Yes [ ] No
Heating [ ] Oil [X] Natural Gas [ ] Electric [ ] Heat Pump Age 1998 [ ] Other
Air Conditioning [ ] Oil [ ] Natural Gas [X] Electric [ ] Heat Pump Age 1998 [ ] Other
Hot Water [ ] Oil [X] Natural Gas [ ] Electric Capacity 50gal Age 1998 [ ] Other

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**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: ASPHALT Age 1998  
 Comments: Ice damming on rear family room ceiling due to snow storm 2002. No problem since.  
 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: \_\_\_\_\_  
 Will the smoke detectors provide an alarm in the event of a power outage?  Yes  No  Does Not Apply  
 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: \_\_\_\_\_
11. Insulation:  
 In exterior walls?  Yes  No  Unknown  
 In ceiling/attic?  Yes  No  Unknown  
 In any other areas?  Yes  No  Unknown 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: \_\_\_\_\_

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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: \_\_\_\_\_

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?

Comments:  Yes  Unknown  No If yes, specify below.  
*Rose Hill Falls HOA*

19. Are there any other material defects, including latent defects, affecting the physical condition of the property?

Yes  No  Unknown

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

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

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

Owner *Long B. Pham* Date August 16, 2009  
Long B. Pham

Owner *Trang L. Dinh* Date August 16, 2009  
Trang L. Dinh

The purchaser(s) acknowledge receipt of a copy of this disclosure statement and further acknowledge that they have been informed of their rights and obligations under §10-702 of the Maryland Real Property Article.

Purchaser \_\_\_\_\_ Date \_\_\_\_\_

Purchaser \_\_\_\_\_ Date \_\_\_\_\_

**MARYLAND RESIDENTIAL PROPERTY DISCLAIMER STATEMENT**

NOTICE TO OWNER(S): Sign this statement only if you elect to sell the property without representations and warranties as to its condition, except as otherwise provided in the contract of sale and in the listing of latent defects set forth below; otherwise, complete and sign the RESIDENTIAL PROPERTY DISCLOSURE STATEMENT.

Except for the latent defects listed below, the undersigned owner(s) of the real property make no representations or warranties as to the condition of the real property or any improvements thereon, and the purchaser will be receiving the real property "as is" with all defects, including latent defects, which may exist, except as otherwise provided in the real estate contract of sale. The owner(s) acknowledge having carefully examined this statement and further acknowledge that they have been informed of their rights and obligations under §10-702 of the Maryland Real Property Article.

The owner(s) has actual knowledge of the following latent defects: \_\_\_\_\_

\_\_\_\_\_

Owner \_\_\_\_\_ Date \_\_\_\_\_  
Long B. Pham

Owner \_\_\_\_\_ Date \_\_\_\_\_  
Trang L. Dinh

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 \_\_\_\_\_



**Government Regulations, Easements and Assessments Disclosure and Addendum (REA)**  
**(Required for all Listing Agreements and Sales Contracts in Montgomery County)**

The Contract of Sale dated \_\_\_\_\_, Address 14 Blue Hosta Way,  
 City Rockville, State MD Zip 20850 between  
 Seller Long B. Pham, Trang L. Dinh and  
 Buyer \_\_\_\_\_ is hereby amended by  
 the incorporation of this Addendum, which shall supersede any provisions to the contrary in the Contract.

**Notice to Seller:** Pursuant to Montgomery County Code (Sec.40-13), a Seller is required to fully disclose to Buyers all specific facts relevant to, or affecting any property, imposed by any law or regulation or any common law principle. Seller acknowledges he has carefully examined this form, and that the information is complete and accurate to the best of his knowledge as of the date signed. 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.

**Notice to Buyer:** The information contained herein is the representation of the Seller. Further information may be obtained by contacting staff and web sites of appropriate authorities, Montgomery County Government, 240-777-1000, Park and Planning Commission/Montgomery County Department of Park and Planning, 301-495-4700, and municipality, if applicable.

**General Information:**

The content in this form is not all-inclusive. 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.

- **Montgomery County Government**, 101 Monroe Street, Rockville, MD, 20850. Main Telephone Number: 240-777-1000. Web site: [www.montgomerycountymd.gov](http://www.montgomerycountymd.gov)
- **Maryland-National Capital Area Park and Planning Commission (M-NCPPC)**, 8787 Georgia Avenue, Silver Spring, MD, 20910. Main number: 301-495-4600. Web site: [www.mc-mncppc.org](http://www.mc-mncppc.org)
- **City of Rockville**, City Hall, 111 Maryland Ave, Rockville, MD 20850. Main telephone number: 240-314-5000. Web site: [www.rockvillemd.gov](http://www.rockvillemd.gov)

**1. AVAILABILITY OF WATER AND SEWER SERVICE:**

- **Existing Water and Sewer Service:** Refer to the Seller's Water Bills or contact WSSC at 301-206-4001 or City of Rockville at 240-314-8420.
- **Well and Septic Locations:** Contact the **Department of Permitting Services "DPS", Well and Septic**, at 240-777-6320, fax 240-777-6314 or [gene.vongunten@co.mo.md.us](mailto:gene.vongunten@co.mo.md.us). For septic field location for homes constructed prior to 1978, request an "as built" drawing using **DPS's "Septic System Location Application"** form. Homes built prior to 1960 may be filed on microfiche, and, if outside a subdivision, the name of the original owner may be required. An original owner's name can be found among the Land Records at the County Courthouse. Allow two weeks for the "as built" drawing.
- **Categories:** To confirm service area category, contact the **Montgomery County Department of Environmental Protection ("DEP") Watershed Management Division**, Alan Soukop at 240-777-7716 or [alan.soukop@co.mo.md.us](mailto:alan.soukop@co.mo.md.us) or fax request to 240-777-7715.

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

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

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

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

E. Well and Individual Sewage System: When a Buyer of real property that is located in a subdivision on which an individual sewage disposal system has been or will be installed receives the copy of the recorded subdivision plat, the Buyer must confirm in writing by signing said Plat that the Buyer has received and reviewed the Plat, including any restrictions on the location of initial and reserve wells, individual sewage disposal systems, and the buildings to be served by any individual sewage disposal system. By signing below, the Buyer acknowledges that, prior to signing the Contract, the Seller has provided the information referenced above, or has informed the Buyer that the Seller does not know the information referenced above; the Buyer further understands that, to stay informed of future changes in County and municipal water and sewer plans, the Buyer should consult the County Planning Board or any appropriate municipal planning or water and sewer agency.

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

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

A. **Private Utility Company:** Are there any annual or semi-annual assessments paid to private companies that provided or financed utility installation?  Yes  No. If yes, the Buyer agrees to assume the future obligations and pay future annual assessments in the amount of \$ \_\_\_\_\_ for remaining years to \_\_\_\_\_ (name of company).

B. **Washington Suburban Sanitary Commission (WSSC) or Local Jurisdiction:**

Are there any deferred water and sewer charges for which the Buyer may become liable which do not appear on the attached property tax bill?  Yes  No. If yes,  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. (Check applicable box).

Buyer acknowledges that there may be annual water and sewer charges which are not recorded in the land records and which may not be discovered by a diligent title search. Buyer's acknowledgement is not a waiver of the Seller's obligation to accurately disclose the existence of an assessment as set forth herein. Buyer's acknowledgment \_\_\_\_\_ (initials)

3. **HOMEOWNER'S ASSOCIATION, CONDOMINIUM ASSOCIATION OR COOPERATIVE ASSOCIATION**

**ASSESSMENTS:** The Property is located in a  Homeowners Association with mandatory fees (HOA), or  Condominium Association or  Cooperative or  Not Applicable. Check as appropriate.

Name of Project/Subdivision: Rose Hill Falls

Management Company: Abaris Realty, Inc

Regular Periodic Fee: \$ 61.82 per month. Special Assessments: \$ \_\_\_\_\_. Telephone: 301-468-8919. Are there any assessments

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or fees approved yet not assessed?  Yes  No. If yes, amount \$ \_\_\_\_\_ and explain reason for assessment:

#### 4. SPECIAL PROTECTION AREAS (SPA):

Refer to [www.mc-mncppc.org/environment/SPA/faq.shtm](http://www.mc-mncppc.org/environment/SPA/faq.shtm) for an explanation of the "SPA" legislation and a map detailing protected areas. To determine if a particular property (which is located close to protected areas as designated on this map) is located within the boundaries of a "SPA" contact; [spa@mncppc-mc.org](mailto:spa@mncppc-mc.org), or call 301-495-4540.

Is this Property located in an area designated as a Special Protection Area?  Yes  No. If yes, special water quality measures and certain restrictions on land uses and impervious surfaces may apply. Under Montgomery County law, Special Protection Area (SPA) means a geographic area where:

- A. Existing water resources, or other environmental features directly relating to those water resources, are of high quality or are unusually sensitive;
- B. Proposed land uses would threaten the quality or preservation of those resources or features in the absence of special water quality protection measures which are closely coordinated with appropriate land use controls.

An SPA may be designated in:

- (1) a land use plan;
- (2) the Comprehensive Water Supply and Sewer System Plan;
- (3) a watershed plan; or
- (4) a resolution adopted after at least fifteen (15) days' notice and a public hearing.

The Buyer acknowledges by signing this disclosure that the Seller has disclosed to the Buyer the information contained in Sections A and B before Buyer executed a contract for the above-referenced Property. Further information is available from the staff and website of Maryland-National Capital Area Park and Planning Commission (M-NCPPC).

Buyer

Buyer

#### 5. PROPERTY TAXES:

Each property in Montgomery County, MD is assessed for annual real property taxes based on several different components. A copy of the tax bill will reflect which categories and components are applicable to this property, including, whether the property is located in a municipality, a special taxing district, a development district, a proposed development district, and/or whether this property is subject to a special area tax or any WSSC front foot benefit charges. Definitions and explanations of each of these categories can be obtained at the Montgomery County Department of Finance website in the "**Frequently Asked Questions**" section located at;

[www.montgomerycountymd.gov/apps/tax/index.asp](http://www.montgomerycountymd.gov/apps/tax/index.asp) and select "FAQ". Additional information relating to taxes and the assessment and appeal process can be located at [www.dat.state.md.us/sdatweb/taxassess.html](http://www.dat.state.md.us/sdatweb/taxassess.html) - this provides tax information from the State of Maryland.

**NOTICE OF SPECIAL TAX OR ASSESSMENT: IN ACCORDANCE WITH MONTGOMERY COUNTY CODE SECTION 14-17, THE SELLER(S) MUST ATTACH HERETO A COPY OF THE CURRENT REAL PROPERTY TAX BILL FOR THIS PROPERTY.** A current copy of the tax bill for this property can be obtained at; [www.montgomerycountymd.gov/apps/tax/index.asp](http://www.montgomerycountymd.gov/apps/tax/index.asp). **IN ADDITION, SELLER(S) ARE REQUIRED TO PROVIDE POTENTIAL BUYER'S WITH THE ESTIMATED PROPERTY TAX AND NON-TAX CHARGES FOR THE FIRST FULL FISCAL YEAR OF OWNERSHIP.** Information relative to this estimate, including how it was calculated and its significance to Buyers can be obtained at [www.montgomerycountymd.gov/estimatedtax](http://www.montgomerycountymd.gov/estimatedtax).

Buyer(s) hereby acknowledge receipt of 1) a copy of the current real property tax bill AND 2) the estimated property tax and non-tax charges in the Buyer's first full fiscal year of ownership, both as required by Montgomery County Code. Buyer's acknowledgment of receipt of both tax disclosures \_\_\_\_\_ (initials)

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**6. TAX BENEFIT PROGRAMS:**

The Property might 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 \_\_\_\_\_

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 \_\_\_\_\_. Confirm if applicable to this property at: [www.dat.state.md.us/sdatweb/agtransf.html](http://www.dat.state.md.us/sdatweb/agtransf.html)

C. Other Tax Benefit Programs: Does the Seller have reduced property taxes from any government program?

Yes  No. If yes, explain: Homestead Credit

**7. STORM WATER MANAGEMENT FEES – CITY OF TAKOMA PARK:**

The City of Takoma Park, MD maintains its own storm water facilities and assesses and bills for an annual **storm water management fee** on all real property located in the city. This assessment is made separate from City property taxes and requires a separate inquiry as to applicability and the amount to be collected and/or prorated. Inquiries can be made at 301-891-7212. Is the property located in the City of Takoma Park and subject to this assessment?  Yes  No

**8. 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.mcparkandplanning.org/info/get\\_maps.shtm](http://www.mcparkandplanning.org/info/get_maps.shtm) or at [www.plats.net](http://www.plats.net).

Note: user id = plato and password = plato#.

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. **Buyer's initials:** \_\_\_\_\_

However, 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. **Buyer's initials:** \_\_\_\_\_  
OR

Buyer hereby waives receipt of a copy of such plat at time of execution of contract, but shall, prior to or at the time of settlement, be provided a copy of the subdivision plat. **Buyer's initials:** \_\_\_\_\_

**9. AGE OF HOME AND FEDERAL LEAD BASED PAINT:** Title X, Section 1018, the Residential Lead-Based Paint Hazard Act of 1992 (the Act), requires the disclosure of certain information regarding lead-based paint and lead-based paint hazards in connection with the sale of residential real property. Unless otherwise exempt, the Act applies only to housing constructed prior to 1978. A Seller of pre-1978 housing is required to disclose to the Buyer, based upon the Seller's actual knowledge, all known lead-based paint hazards in the Property and provide the Buyer with any available reports in the Seller's possession relating to lead-based paint or lead-based paint hazards applicable to the Property. The Seller, however, is not required to conduct or pay for any lead-based paint risk assessment or inspection.

At the time that the offer to purchase is entered into by the Buyer, the Seller is required to provide the Buyer with the EPA pamphlet entitled "Protect Your Family From Lead In Your Home" and a "Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards" form (GCAAR #500). The Seller is required under the Act to provide the Buyer with a ten (10) day time period (or other mutually agreeable time period) for the Buyer, at the Buyer's expense, to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards unless the Buyer waives such assessment or inspection by indicating such waiver on the Lead-Based Paint Disclosure form. Seller and any agent involved in the transaction are required to retain a copy of the completed Lead-Based Paint Disclosure form for a period of three (3) years following the date of the settlement.

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**A SELLER WHO FAILS TO GIVE THE REQUIRED LEAD-BASED PAINT DISCLOSURE FORM AND EPA PAMPHLET MAY BE LIABLE UNDER THE ACT FOR THREE TIMES THE AMOUNT OF DAMAGES AND MAY BE SUBJECT TO BOTH CIVIL AND CRIMINAL PENALTIES.**

Seller represents and warrants to Buyer, broker(s), broker(s)' agents and subagents, intending that they rely upon such warranty and representation, that the property: **(Seller to initial applicable line):** \_\_\_\_\_ was constructed prior to 1978 OR 20 / TLD was not constructed prior to 1978 OR \_\_\_\_\_ the date of construction is uncertain. If the Property was constructed prior to 1978 or if the date of construction is uncertain, as indicated by Seller's initial above, Seller and Buyer mutually agree that the requirements of the Act shall apply to the sale of the Property. Seller and Buyer acknowledge that the real estate brokers and salespersons involved in the sale of the Property have no duty to ascertain or verify the date of construction and assume no such duty or responsibility. Seller and Buyer agree, represent and warrant, each unto the other, that no binding and enforceable contract shall be deemed to exist or to have been formed unless the requirements of the Act have been complied with prior to the execution of this Contract by Seller and Buyer. Seller and Buyer represent and warrant that each intended, as a material term of the offer and acceptance that the requirements of the Act be complied with as an express condition of the formation of a binding and enforceable contract by and between the parties. Buyer and Seller acknowledge by their respective initials below that they have read and understand the provisions of this Paragraph 9.

20 / TLD  
Seller's Initials

Buyer's Initials

**10. DISCLOSURE/DISCLAIMER STATEMENT:** A property owner may be exempt from Maryland Residential Property Disclosure Act as defined in the Maryland Residential Property Disclosure and Disclaimer Statement. Is Seller exempt from the Maryland Residential Property Disclosure Act?  Yes  No. If no, see attached Maryland Residential Disclosure and Disclaimer Statement. If yes, reason for exemption: \_\_\_\_\_

**11. SMOKE DETECTORS:** Pursuant to Montgomery County Code, the Seller is required to have working smoke detectors on all levels with bedrooms. 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.** Does this Property have either a dual-powered smoke detector or a battery-powered smoke detector?

Yes  No  Unknown

Certain municipalities have requirements exceeding those of Montgomery County; see municipality website for additional disclosures.

**12. HISTORIC PRESERVATION:**

Check questionable properties' status with the Montgomery County Historic Preservation Commission (301-563-3400) or go to <http://www.mcparkandplanning.org/historic/index.shtm> to check applicability. Potential Buyers of property located in the **City of Rockville** should be advised that structures that are 50 years old or older, or which may be otherwise significant according to criteria established by the Rockville Historic District Commission, should be notified prior to purchase that demolition and building permit applications for substantial alteration will trigger an evaluation and approval process. This process may result in the property being designated a historic site, and if so, any exterior alterations must be reviewed and approved.

Has the Property been designated as an historic site in the master plan for historic preservation?  Yes  No.  
Is the Property located in an area designated as an historic district in that plan?  Yes  No.  
Is the Property listed as an historic resource on the County location atlas of historic sites?  Yes  No.  
Seller has provided the information required of Sec 40-12A as stated above, and the Buyer understands that special restrictions on land uses and physical changes may apply to this property. To confirm the applicability of this County Code (Sec 40-12A) and the restrictions on land uses and physical changes that may apply, contact the staff of the County Historic Preservation Commission, 301-563-3400. If the property is located within a local municipality, contact the local government to verify whether the property is subject to any additional local ordinances.

Buyer

Buyer

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**13. MARYLAND FOREST CONSERVATION LAWS:**

**A. Forest Conservation Law:** The Buyer is notified that the cutting, clearing, and grading of more than 5,000 square feet of forest or any champion tree on the Property is subject to the requirements of the **Forest Conservation Law**. The Buyer is required to comply with the Forest Conservation Law, Chapter 22A of the Montgomery County Code. In order to assure compliance with the law, the Buyer is notified of the need to contact the **Countywide Environmental Planning Division** of the Maryland-National Capital Park and Planning Commission (**M-NCPPC**), whether it means obtaining a written exemption from the Forest Conservation Laws from **M-NCPPC** or obtaining approval of a Natural Resource Inventory/Forest Stand Delineation Plan, Forest Conservation Plan, or Tree Save Plan prior to cutting, clearing, and grading of more than 5,000 square feet of forest, obtaining a grading or sediment control permit, or developing the Property. Further, Seller represents and warrants that no activities have been undertaken on the Property in violation of the Forest Conservation Law and that if such activities have occurred in violation of the applicable law, that Seller has paid all of the penalties imposed and taken all of the corrective measures requested by **M-NCPPC**.

**B. Forest Conservation Easements:** Seller represents and warrants that the Property is  is not  currently subject to a recorded Category I or Category II Forest Conservation Easement, Management Agreement or an approved Forest Conservation Plan, Tree Save Plan, or any other plan requiring the protection of natural areas, or any other pending obligation binding the owner of the Property under Forest Conservation Law requirements. If the Property is encumbered by any such easement or plan, attach a copy of the plat or recorded document (if available).

**14. MODERATELY-PRICED DWELLING UNIT:** Is the Property part of the Moderately-Priced Dwelling Unit Program in Montgomery County?  Yes  No. In City of Rockville?  Yes  No. If yes to either question, Seller to 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.

**15. UNDERGROUND STORAGE TANK:** For information regarding Underground Storage Tanks and the procedures for their removal or abandonment, contact the Maryland Department of the Environment. [www.mde.state.md.us](http://www.mde.state.md.us)

Does the Property contain an unused underground storage tank?

Yes  No  Unknown. If yes, explain when, where and how it was abandoned: \_\_\_\_\_

**16. TAKOMA PARK RENTAL HOUSING LAWS:** The sale of any residential rental property located within the city limits of Takoma Park **must** contain a notice concerning the city's rental laws along with copies of certain rent reports and rental licensing inspection reports. **GCAAR Form #1357** recites the applicable laws and identifies the reports that must be attached. **This property is  is not  subject to the Takoma Park Rental Housing Law Notice requirements.**

**17. AGRICULTURAL ZONE DISCLOSURE NOTICE:** Sellers of Montgomery County properties that are located in, adjoin or confront an area that is zoned agricultural must make certain disclosures to potential Buyers. These disclosures are contained in **GCAAR Form #1361**, 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 Zone Disclosure requirement.

Additional information can be obtained at [http://www.mcmaps.org/notification/agricultural\\_lands.aspx](http://www.mcmaps.org/notification/agricultural_lands.aspx) . **This property is  is not  subject to the Agricultural Zone Disclosure Notice requirements.**

**18. NOTICE CONCERNING CONSERVATION EASEMENTS:** If the Property is encumbered by a Conservation Easement as defined in Section 10-705 of the Real Property Article, Annotated Code of Maryland, the contract must contain a notice concerning the easement, which is contained in an attached addendum. This Paragraph does not apply to the sale of property in an action to foreclose a mortgage or deed of trust. (If the Property is encumbered by a Conservation Easement: **See Conservation Easement Addendum GCAAR Form #1359**). **This property is  is not  subject to a Conservation Easement.**

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**19. GROUND RENT:** If the Property is subject to ground rent and the ground rent is not timely paid, the ground lease holder (i.e., the person to whom the ground rent is payable) may bring an action under Section 8-402.3 of the Real Property Article, Annotated Code of Maryland. As a result of this action, a lien may be placed upon the property. If the Property is subject to ground rent, Sections 14-116 and 14-116.1 of the Real Property Article provide the purchaser, upon obtaining ownership of the Property, with certain rights and responsibilities relative to the ground rent. (If the Property is subject to ground rent: **See Property Subject to Ground Rent Addendum, GCAAR Form #1360.**) This property is  is not  subject to Ground Rent.

**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 4/1/07. 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. [www.gcr1.com/airport.cfm](http://www.gcr1.com/airport.cfm)

#### **Montgomery County**

Bethesda Naval Medical Hospital Heliport, 8901 Rockville Pike, Bethesda, MD 20889  
Davis Airport, 7200 Hawkins Creamery Road, Laytonsville, MD 20879  
Dow Jones & Company, Inc., 11501 Columbia Pike, Silver Spring, MD 20904  
Federal Support Center Heliport, 5321 Riggs Road, Gaithersburg, MD 20882  
Flying M Farms, 24701 Old Hundred Road, Comus, MD 20842  
IBM Corporation Heliport, 18100 Frederick Avenue, Gaithersburg, MD 20879  
Maryland State Police Heliport, 16501 Norwood Road, Sandy Spring, MD 20860  
Montgomery County Airpark, 7940 Airpark Road, Gaithersburg, MD 20879  
Shady Grove Adventist Hospital, 9901 Medical Center Drive, Rockville, MD 20850  
Suburban Hospital, 8600 Old Georgetown Road, Bethesda, MD 20814  
Waredaca Farm, 4015 Damascus Road, Gaithersburg, MD 20760  
Washington Adventist Hospital, 7600 Carroll Avenue, Takoma Park, MD 20912

#### **Prince George's County**

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

#### **Frederick County**

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

#### **Carroll County**

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

#### **District of Columbia**

Children's National Medical Center, 111 Michigan Avenue, NW, 20010  
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  
Michael R. Nash, 50 Florida Avenue, NE 20002  
National Presbyterian Church, 4101 Nebraska Avenue, NW, 20016  
Ronald Reagan Washington National Airport, Arlington County 20001  
Sibley Memorial Hospital, 5255 Loughboro Road, NW, 20016  
Steuart Office Pad, Steuart Petroleum Co., 4640 40th Street, NW, 20016  
Walter Reed Hospital, 6825 16th Street, NW, 20012  
Washington Hospital Center, 110 Irving Street, NW, 20010  
Washington Post, 1150 15th Street, NW, 20017

#### **Virginia**

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

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**21. ENERGY EFFICIENCY DISCLOSURE NOTICE:** Before signing a contract for the sale of a single-family home, Sellers of Montgomery County properties must provide Buyers with:

A. 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://gcaarocks.com/news\\_ektid5454.aspx](http://gcaarocks.com/news_ektid5454.aspx)
- [www.Energystar.gov/homeperformance](http://www.Energystar.gov/homeperformance)
- [www.Lighterfootstep.com](http://www.Lighterfootstep.com)
- [www.Goinggreenathome.org](http://www.Goinggreenathome.org)

B. Copies of electric, gas and home heating oil bills **OR** cost and usage history for the single-family home for the immediate prior 12 months, unless the single-family home was unoccupied for the entire prior 12 months.

Has the home been owner-occupied for the immediate prior 12 months?  Yes  No. If No, the seller must provide the buyer with the required information for that part of the prior 12 months, if any, that the seller occupied the single-family home.

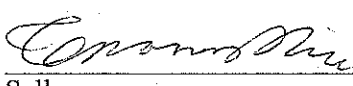
Sellers may use GCAAR Form #932 to disclose the utility costs and usage history.

Buyer acknowledges that they have been provided with the information as stated in A and B above. Buyer's acknowledgment \_\_\_\_\_ (initials)

**22. HEADINGS:** 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.

  
 \_\_\_\_\_  
 Seller  
 Long B. Pham

8/17/09  
 \_\_\_\_\_  
 Date

  
 \_\_\_\_\_  
 Seller  
 Trang L. Dinh

8/17/09  
 \_\_\_\_\_  
 Date

The undersigned hereby acknowledges receipt of this form prior to signing a Contract.

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

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



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

Address 14 Blue Hosta Way, Rockville, MD 20850

Month	Year	Electric	Gas	Heating Oil
8	'09	Total Cost: \$ 180 <sup>96</sup>	\$ 112	
		Total Usage: 1085 kWh	18 Th	
6	7	Total Cost: \$ 98 <sup>94</sup>	\$ 112	
		Total Usage: 577 kWh	27 Th	
5	"	Total Cost: \$ 111 <sup>20</sup>	\$ 112	
		Total Usage: 685 kWh	36 Th	
5	"	Total Cost: \$ 116 <sup>76</sup>	\$ 112	
		Total Usage: 749 kWh	78 Th	
4	"	Total Cost: \$ 124 <sup>17</sup>	\$ 112	
		Total Usage: 781 kWh	144 Th	
2	"	Total Cost: \$ 151 <sup>55</sup>	\$ 264 <sup>87</sup>	
		Total Usage: 948 kWh	233 Th	
2	"	Total Cost: \$ 209 <sup>28</sup>	\$ 134	
		Total Usage: 1350 kWh	166 Th	
1	"	Total Cost: \$ 183 <sup>90</sup>	\$ 268	
		Total Usage: 1186 kWh	157 Th	
12	'08	Total Cost: \$ 146 <sup>52</sup>	\$ 134	
		Total Usage: 908 kWh	53 Th	
11	"	Total Cost: \$ 103 <sup>39</sup>	\$ 134	
		Total Usage: 610 kWh	21 Th	
10	"	Total Cost: \$ 154 <sup>78</sup>	\$ 134	
		Total Usage: 963 kWh	21 Th	
9	"	Total Cost: \$ 155 <sup>55</sup>	\$ 104	
		Total Usage: 968 kWh	19 Th	
		Total Cost:		
		Total Usage:		
		Total Cost:		
		Total Usage:		
		Total Cost:		
		Total Usage:		

Seller/Owner Long B. Pham  
(Indicate if sole owner) **Long B. Pham**

Date 8/17/09

Seller/Owner Trang L. Dinh  
**Trang L. Dinh**

Date 8/17/09

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Printed on: Saturday, August 15, 2009



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

\* This property will be reassessed in early January next year,  
so you must recalculate in early January next year (see footnote 6b).

<b>ACCOUNT NUMBER:</b>		02932542	
<b>PROPERTY:</b>	<b>OWNER NAME</b>	PHAM, LONG B &	
	<b>ADDRESS</b>	14 BLUE HOSTA WAY ROCKVILLE, MD 20850-2870	
	<b>TAX CLASS</b>	50	
	<b>REFUSE INFO</b>	Refuse Area: R40 Refuse Unit: 1	
<b>TAX INFORMATION:</b>			
<b>TAX DESCRIPTION</b>	<b>FY11 PHASE-IN VALUE<sub>1</sub></b>	<b>FY10 RATE<sub>2</sub></b>	<b>ESTIMATED FY11 TAX/CHARGE</b>
STATE PROPERTY TAX	647,060	.112	724.71
COUNTY PROPERTY TAX <sub>3</sub>	647,060	.826	5,344.72
ROCKVILLE PROPERTY TAX	647,060	.292	1,889.42
SOLID WASTE CHARGE <sub>4</sub>		24.45	24.45
ROCKVILLE STORMWATER MGMT FEE			23.20
<b>ESTIMATED TOTAL<sub>6</sub></b>			<b>8,006.50</b>

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: <http://www.montgomerycountymd.gov/finance>. Look for a link to "Pay or view your property tax bill on line".
3. County Property Tax is the sum of the General Fund tax and several special fund taxes.
4. All non-tax charges (for example Solid Waste, Water Quality Protection, Bay Restoration Fund, WSSC) are the charges in the current fiscal year. These charges may be different in the next fiscal year.
5. This property is located in an **existing** development district. Each year a special development district assessment must be paid. Effective every July 1st, the rate will change based on changes in the property assessment and debt service requirements. More information is available in the [FAQ](#) section of this website.
6. You must update the estimate for the property taxes and other non-tax charges
  - a. Every July 1, because the tax rates, phase-in values, and other non-tax charges will or may change; AND ALSO
  - b. In early January if the calculation used the phase-in value for the current fiscal year instead of the phase-in value for the next fiscal year, because SDAT had not yet specified the phase in value for the next fiscal year. This occurs in the period July 1 - early January in the third year of the three year assessment cycle.
7. This property is located in a **proposed** development district. At some date in the future, development district taxes may be levied to pay debt service on bonds issued to build infrastructure in the district. It is important that property owners recognize that this additional tax may be levied in the future. The rate indicated above is an estimate and will change once the district is created and bonds are issued. More information is available in the [FAQ](#) section of this website.
8. The Proposed Estimated Total includes all actual and proposed taxes and non-tax charges relative to this property.

*Handwritten initials: B / TW*



**REAL PROPERTY CONSOLIDATED TAX BILL**

**LEVY YEAR 2009**

**ANNUAL BILL**

**TAX PERIOD 07/01/2009-06/30/2010**

ACCOUNT NUMBER	BILL NO.	PROPERTY ADDRESS	MORTGAGE	OCCUPANCY
02932542	29261877	14 BLUE HOSTA WAY	ValuTree Real Estate Services	PRINCIPAL RESIDENCE

PROPERTY DESCRIPTION	PHAM, LONG B & TRANG L DINH 14 BLUE HOSTA WAY ROCKVILLE, MD 20850-2870
ROSE HILL FALLS	

LOT	84	TAX DESCRIPTION	ASSESSMENT RATE	TAX/CHARGE
BLOCK	A	STATE PROPERTY TAX	647,060 .112*	724.71
DISTRICT	04	COUNTY PROPERTY TAX	647,060 .826*	5,344.71
SUB	274	ROCKVILLE PROPERTY TAX	647,060 .292*	1,889.42
CLASS	R050	SOLID WASTE CHARGE	24.45	24.45
REFUSE AREA	R40	ROCKVILLE STORMWATER MGMT FEE		23.20
REFUSE UNIT	1	<b>TOTAL</b>		<b>8,006.49</b>
		<b>CREDIT DESCRIPTION</b>	<b>ASSESSMENT RATE</b>	<b>AMOUNT</b>
		STATE HOMESTEAD CREDIT	-94,195 .112*	-105.50
		COUNTY HOMESTEAD CREDIT	-94,195 .826*	-778.04
		COUNTY PROPERTY TAX CREDIT		-690.00
		MUNICIPAL HOMESTEAD CREDIT	-94,195 .292*	-275.05
		ROCKVILLE PROPERTY TAX CREDIT		-100.00
		<b>TOTAL CREDITS</b>		<b>-1,948.59</b>

INTEREST  
**TOTAL AMOUNT** 6057.9  
**Amount Due by 9/30/2009** 3028.97  
 DUE BY 9/30/2009

*LD / TLD*

18871 OWNER'S DEDICATION

We, the undersigned, owner's of the property described herein, hereby adopt this plan of subdivision, establish the various building restriction lines and grant to the City of Rockville, MD., slope easements 25 feet wide across all lots and parcels adjacent, contiguous and parallel to all street right of way lines. Said slope easements shall be extinguished at such time as the public improvements on the abutting rights-of-way have been completed and accepted for maintenance by the City of Rockville, MD.

Further, we grant to Potomac Electric Power Company and to Chesapeake and Potomac Telephone Co. of MD., and to their respective successors and assigns, an easement, in, on and over the land as shown hereon and described as Public Utility Easement, designated hereon as "P.U.E.", with said terms and provisions of such a grant being those set forth in a certain document entitled "Declaration of Terms and Provisions for Public Utility Easements" and recorded among the Land Records of Montgomery County, MD. in Liber 3834 at Folio 457. Said terms and provisions being incorporated herein by this reference.

Further, we grant to the City of Rockville, MD., easements designated hereon as "Water & Sewer Easement" for the construction, reconstruction, maintenance and operation of water mains, sanitary sewers and/or storm drains.

Further, we grant to the City of Rockville, MD., easements designated hereon as "City Storm Drain Easement" for the construction, reconstruction, maintenance and operation of storm drains and/or outfall structures.

Further, we grant to the City of Rockville, MD., a Maintenance Easement, 15 feet wide across all Lots and Parcels adjacent, contiguous and parallel to all street right of way lines for the construction, reconstruction, maintenance and operation of all sidewalks, street trees, traffic control devices, storm drains, driveway aprons, fire hydrants, street lights and water and sewer house connections within said easement. Maintenance by the City of Rockville of the water and sewer connections will be from the main up to and including the water meters and sewer cleanouts only. Public utility easements shall be subordinate to the City Maintenance Easement.

There are no recorded suits, actions at law, liens, leases, mortgages or trusts affecting the property included in this plan of subdivision, except certain deed of trusts, and all parties in interest, thereto, have signed indicated their assent.

FALLS ROAD WALK LIMITED PARTNERSHIP, a Maryland limited partnership  
 and Corporation, General Partner

*Charles Calvert*  
 Scott C. Reed,  
 Executive Vice President

Date July 7, 1992

*Kenneth S. Kawert*  
 Kenneth S. Kawert, Secretary

WE HEREBY ASSENT TO THIS PLAN OF SUBDIVISION

*Donna M. Katsopoulos*  
 Donna M. Katsopoulos,  
 Witness

*Dorothy J. Costopoulos*  
 Dorothy J. Costopoulos,  
 Witness

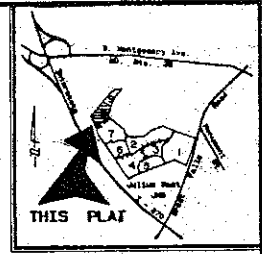
*Jan M. Sabatelli*  
 Jan M. Sabatelli,  
 Witness

*Jan M. Sabatelli*  
 Jan M. Sabatelli,  
 Witness

*Richard J. Hester*  
 Richard J. Hester, Trustee

*Richard J. Hester*  
 Richard J. Hester, Trustee

*Allen P. Stealy*  
 Allen P. Stealy, Trustee



VICINITY MAP Scale - 1"=2000'

SURVEYOR'S CERTIFICATE

I hereby certify that the information shown hereon is true to the best of my knowledge and belief, that it is a subdivision of part of the land conveyed by Falls Hill Company, a Maryland corporation, Dexter W. Bullard Jr. and Anna W. Bullard, trustees to Falls Road Walk Limited Partnership, a Maryland Limited Partnership by deed dated July 8, 1990 and recorded among the Land Records of Montgomery County, Maryland in Liber 8292 at Folio 545; and that all property corner markers will be set in accordance with Chapter 50, Section 24 (a)-(2) of the Montgomery County Code.

There is no STREET DEDICATION by this plat and the TOTAL AREA of this plat which includes 26 LOTS is 4.1695 Acres.

July 6, 1992 *Donald F. Remers*  
 Donald F. Remers  
 Professional Land Surveyor MD. No. 10868

Monuments marked thus will be set where indicated.

100 YEAR FLOOD PLAIN LINE DATA

LINE	BEARING	DISTANCE
1	N 89° 47' 25" E	30.00
2	N 89° 47' 25" E	30.00
3	N 89° 47' 25" E	30.00
4	N 89° 47' 25" E	30.00
5	N 89° 47' 25" E	30.00

LOT DATA

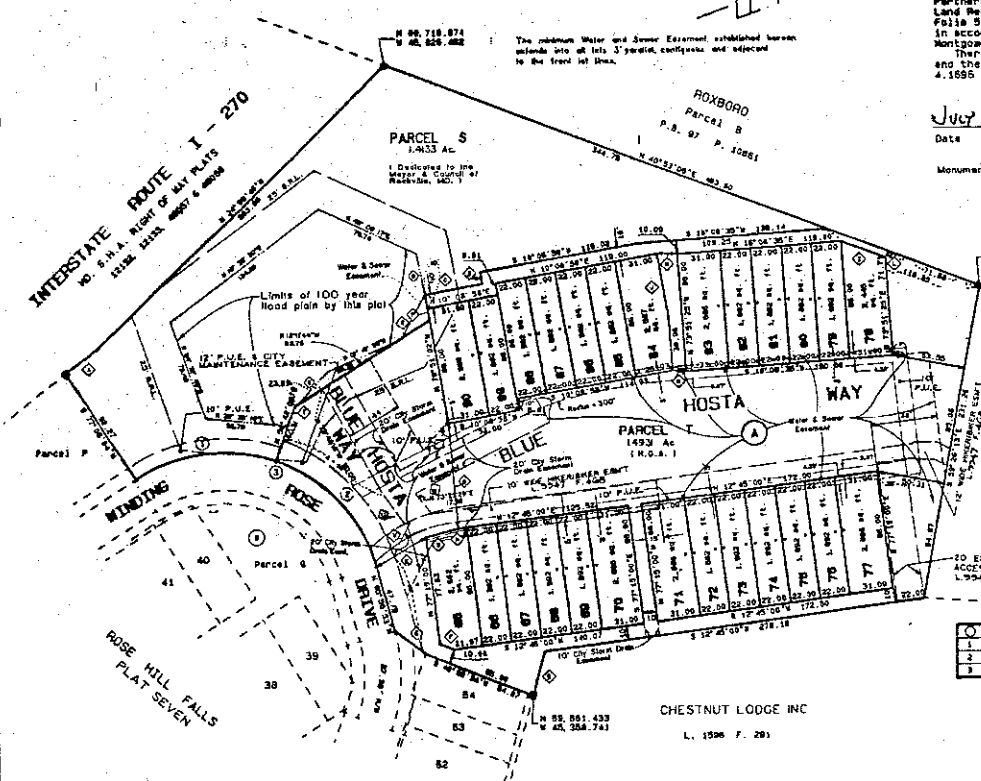
LOT	BEARING	DISTANCE
1	N 89° 47' 25" E	30.00
2	N 89° 47' 25" E	30.00
3	N 89° 47' 25" E	30.00
4	N 89° 47' 25" E	30.00
5	N 89° 47' 25" E	30.00
6	N 89° 47' 25" E	30.00
7	N 89° 47' 25" E	30.00
8	N 89° 47' 25" E	30.00
9	N 89° 47' 25" E	30.00
10	N 89° 47' 25" E	30.00
11	N 89° 47' 25" E	30.00
12	N 89° 47' 25" E	30.00
13	N 89° 47' 25" E	30.00
14	N 89° 47' 25" E	30.00
15	N 89° 47' 25" E	30.00
16	N 89° 47' 25" E	30.00
17	N 89° 47' 25" E	30.00
18	N 89° 47' 25" E	30.00
19	N 89° 47' 25" E	30.00
20	N 89° 47' 25" E	30.00
21	N 89° 47' 25" E	30.00
22	N 89° 47' 25" E	30.00
23	N 89° 47' 25" E	30.00
24	N 89° 47' 25" E	30.00
25	N 89° 47' 25" E	30.00
26	N 89° 47' 25" E	30.00

LINE	BEARING	DISTANCE	CORNER BEARING	CORNER DIST.
1	N 89° 47' 25" E	118.97	N 89° 47' 25" E	107.85
2	S 89° 47' 25" W	118.97	S 89° 47' 25" W	107.85
3	N 89° 47' 25" E	118.97	N 89° 47' 25" E	107.85

PLAT OF CORRECTION  
 LOTS 65 THRU 90, PARCELS S & T - BLOCK A  
 PLAT EIGHT

ROSE HILL FALLS

Rockville (4th) Election District  
 Montgomery County, Maryland  
 Scale - 1"=80' June, 1992



FOR PUBLIC SEWER AND WATER SYSTEMS ONLY  
 THE CITY OF ROCKVILLE PLANNING COMMISSION  
 ROCKVILLE, MARYLAND

APPROVED - Aug. 26, 1992  
 WITHOUT COMMENT TO THE INSTALLATION OF WATER MAINS AND STREETS  
*John A. Nierlich* CHAIR  
*Boyd L. Jones* CHIEF EXECUTIVE OFFICER

RECORDED \_\_\_\_\_  
 PLAT BOOK \_\_\_\_\_  
 PLAT \_\_\_\_\_

NOTE  
 The purpose of this plat of correction is to add water, sewer and storm drain easements and to revise the 15' P.U.E. and City Maintenance Easement to a 12' P.U.E. and City Maintenance Easement.

LOEBBERMAN ASSOCIATES, INC.  
 ENGINEERS PLANNERS SURVEYORS  
 18200 Shady Grove Road  
 Rockville, Maryland 20850  
 (301) 548-8700

*LD / TLD*