

Preliminary Consultation
MONTGOMERY COUNTY HISTORIC PRESERVATION COMMISSION
STAFF REPORT

Address:	22022 Ridge Rd., Germantown	Meeting Date:	7/28/2021
Resource:	Individually Listed Master Plan Site Howes Farm (13/19)	Report Date:	7/21/2021
Applicant:	NECC	Public Notice:	7/14/2021
Review:	Preliminary Consultation	Staff:	Dan Bruechert
PROPOSAL:	Site Redevelopment and demolition of contributing outbuildings		

STAFF RECOMMENDATION

Staff recommends the applicant make any revisions based on HPC feedback and return for a HAWP.

ARCHITECTURAL DESCRIPTION

SIGNIFICANCE: Individually Listed Master Plan (Howes Farm #13/19)
STYLE: Vernacular
DATE: c.1884 and 1920-30s



Figure 1: The Howes Farm site.

From Places from the Past:

“The Howes House retains its late 19th-early 20th century appearance and setting, and the farm includes many of its original outbuildings. Between 1884-1892, Eliza and James Robert Howes built the ell-shaped, frame house. The traditional main block is one-room deep with a center cross gable and center-hall plan. Dominating the hallway is a striking curved wooden staircase, which Howes ordered from Philadelphia. Rough timbers for the house were sawn from trees on the farm. One of nine children of Eliza and James, Joseph G. Howes acquired the farm in 1917 and made several improvements over the next decade. In the early 1920s, Joseph enlarged the house with a wraparound porch. He installed indoor plumbing in 1919 and electricity in 1928 and covered the house in pebble-dash stucco. The farmstead has several notable outbuildings: a double corncrib with attached machine shed, concrete block milk house, pump house, combined smokehouse/workers house, 2 silos and feed room, and water tank house. A bank barn (late 1800s) and dairy barn (1930s) were destroyed by fire. The property remained in the Howes family until the early 1970s.”

The Maryland Inventory of Historic Places (MIHP) form¹ includes the additional information:

“There are a number of outbuildings to the north and west of the house. They date from the 1920s and 1930s and include a shed-roof hen house with vertical plank siding; a double corn crib and a machine storage shed with a cat-slide roof and vertical plank siding; a rusticated concrete-block and gable-roof dairy building used for storing milking equipment; a gable-roof one-bay pump house, a shed-roof, clapboard-sided structure with two entrances and a center window which was used partly as a meat house and partly for housing handymen; a silo and adjacent clapboard-and-concrete-block, gable-roof feed room; and two adjacent, frame shed-roof buildings (one three-bay, with vertical plank siding and the other one-bay and clapboarded) which were put to various uses over the years. The one-bay structure originally had a 1500 gallon water tank on its roof, for providing water to the house.

A dairy barn built in the 1930s was destroyed by lightning and a bank barn built about the same time as the house burned in the late 1970s; the stone foundation of the bank barn remains next to a second silo.”

Master Plan for Historic Preservation Amendment – 13/19 Howes Farm – July 1994

The Howes Farm meets the following criteria for Master Plan Designation: 1A, as an excellent example of a late 19th-early 20th-century family farm in the Clarksburg area; 1D, exemplifying the cultural, economic, and social heritage of agriculture and dairy farming in Montgomery County; 2A, embodying the distinct characteristics of a high-style Gothic Revival farmhouse with metal roof, narrow 2-over-2 shuttered windows, second-story bay window, and 20th-century rear wing, stuccoed siding, and wrap-around porch; and 2E, as an established and familiar feature in the community once dominated by family farms.

The Howes Farm was built in 1884 by James Robert Howes, who purchased the land from Sara D. Sellman. In the 1920s, the house was enlarged and stuccoed by their son, Joseph G. Howes, adding the wrap-around porch, modern utilities, and changing the drive from Brink Road to Ridge Road. The house retains its late 19th century integrity and many fine details, including the curved mahogany staircase ordered from Philadelphia.

The Howes Farm was formerly referred to in the Locational Atlas as the Elizabeth Waters Farm. However, research has not shown any connection of this property to the Waters family who lived nearby. The Howes family, long-time Clarksburg residents, were active members of the County Dairy Association, farming the 124-acre farm for over 90 years over three generations.

Several outbuildings remain from the period, including a hen house, a double corn crib and machine storage shed, a rusticated concrete block dairy building, pump house, meat house/handyman shelter, silo, and feed room. A dairy barn (1930) and bank barn (1880s) burned in the late 1970s. The environmental setting is the entire 16.75 -acre parcel, including the outbuildings and long drive from

¹ The MIHP form is available here: https://mcatlas.org/hp2/hpdocs/M_%2013-19.pdf.

Ridge Road.

There are several planning issues related to this site. Since the property is zoned for a Country Inn, the HPC and the Planning Board have approved plans for parking of 63 vehicles southwest of the house.² Recently, more subdivisions on either side of the 16.75-acre site have been approved, changing its once rural setting. Finally, a proposed extension of the Midcounty Highway limited access highway has severed the driveway entrance of the Howes Farm from Ridge Road (MD 27) requiring a new entrance to the property; a stub of Ridge Road remains and was separated by the Midcounty Highway.”

PROPOSAL

The applicant proposes to redevelop the site as a religious and cultural center. The proposal involves demolishing several buildings including:

- The feed room and silo;
- The handyman room;
- The pump house;
- The hen house;
- And the barn/machine shed.

Later phases of the project, not under discussion for this Preliminary Consultation, involve rehabilitating the existing house and constructing a new temple. The applicants are the contract purchasers for the property. They are in the process of submitting the plans for the construction of the temple through the Planning Department’s Design Review Committee (DRC) process to obtain formal inter and intra-agency comments. That submission has not yet occurred as of the date of this staff report.

APPLICABLE GUIDELINES

Proposed alterations to individual Master Plan Sites are reviewed under Montgomery County Code Chapter 24A (Chapter 24A) and the *Secretary of the Interior’s Standards for Rehabilitation*.

Rehabilitation is defined as the act or process of making possible a compatible use for a property through repair, alterations, and additions while preserving those portions or features, which convey its historical, cultural, or architectural values.

Montgomery County Code; Chapter 24A-8

- (b) The commission shall instruct the director to issue a permit, or issue a permit subject to such conditions as are found to be necessary to ensure conformity with the purposes and requirements of this chapter, if it finds that:
 - (1) The proposal will not substantially alter the exterior features of an historic site or historic resource within an historic district; or
 - (2) The proposal is compatible in character and nature with the historical, archeological, architectural or cultural features of the historic site or the historic district in which an historic resource is located and would not be detrimental thereto or to the achievement of the purposes of this chapter; or
 - (3) The proposal would enhance or aid in the protection, preservation and public or private utilization of the historic site or historic resource located within an historic district in a manner compatible with the historical, archeological, architectural or cultural value of the historic site or historic district in which an historic resource is located; or
 - (4) The proposal is necessary in order that unsafe conditions or health hazards be remedied; or
 - (5) The proposal is necessary in order that the owner of the subject property not be deprived of reasonable use of the property or suffer undue hardship; or

² The property has subsequently been rezoned R-200. Within this zone religious assembly is a permitted use.

- (6) In balancing the interests of the public in preserving the historic site or historic resource located within an historic district, with the interests of the public from the use and benefit of the alternative proposal, the general public welfare is better served by granting the permit.
- (c) In the case of an application for work on an historic resource located within an historic district, the commission shall be lenient in its judgment of plans for structures of little historical or design significance or for plans involving new construction, unless such plans would seriously impair the historic or architectural value of surrounding historic resources or would impair the character of the historic district. (Ord. No. 9-4, § 1; Ord. No. 11-59.)

Secretary of the Interior's Standards for Rehabilitation:

- 2. The historic character of a property shall be retained and preserved. The removal of historic materials or alteration of features and spaces that characterize a property shall be avoided.
- 3. Each property will be recognized as a physical record of its time, place and use. Changes that create a false sense of historical development, such as adding conjectural features or elements from other historic properties, will not be undertaken.
- 4. Changes to a property that has acquired historic significance in their own right will be retained and preserved.
- 5. Distinctive materials, features, finishes and construction techniques or examples of craftsmanship that characterize a property will be preserved.
- 6. Deteriorated historic features will be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature will match the old in design, color, texture, and, where possible, materials. Replacement of missing features will be substantiated by documentary and physical evidence.
- 9. New additions, exterior alterations, or related new construction shall not destroy historic materials that characterize the property. The new work shall be differentiated from the old and shall be compatible with the massing, size, scale, and architectural features to protect the historic integrity of the property and its environment.
- 10. New additions and adjacent or related new construction shall be undertaken in such a manner that if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired.

STAFF DISCUSSION

Improvement of the subject property and construction of the main house and associated outbuildings began in the 1880s, but most of the farm buildings were constructed until the 1920s and 30s.

The submitted concept plan preserves the historic farmhouse and a dairy building but proposes to demolish the pump house, handyman room, henhouse, silo and feed room, barn, and stand-alone silo (associated with a bank barn that burned in the 1970s). The proposal then calls for constructing a multi-purpose building to the northeast of the existing barn, a parking lot in front of the multi-purpose building, and a garden with statues to the rear of the historic farmhouse.

The applicant submits this Preliminary Consultation to seek input from the HPC regarding the appropriateness of demolishing the historic farm buildings and the redevelopment scheme.

Building Demolition

The applicant proposes to demolish a total of six historic buildings outlined above. Staff conducted a site visit on June 25, 2021, that included a brief inspection of the property and the individual outbuildings. Before Staff's visit, the applicant contacted an engineering firm to evaluate the site. The letter with the

engineer's findings is attached to the application. Staff's discussion of the buildings follows the numbering in the engineer's letter.

#1 - Building D is the historic farmhouse and while no work is proposed on that building, significant work, including a roof replacement is needed to protect the long-term viability of the structure.

#2 – Covers the dairy equipment/hen house, handyman room, and pump house. All three of these buildings were integral to the operation of the farm, serving both the family and milk to the Dairy Association. They are vernacular buildings utilizing a variety of wood siding and roof forms. Based on Staff's observations, the buildings are in poor condition largely due to deferred maintenance. Staff finds these buildings contribute to the historical significance of the site and should be retained and repaired, Per Standards 2 and 6. With further evaluation from a structural engineer, Staff may be convinced that the buildings have deteriorated beyond repair and need to be demolished, however, the letter from the engineer lacks any specificity beyond the buildings are "falling apart" and Staff finds the applicant has not met the burden of persuasion for these three buildings.

#3 – Existing Barn Building (c.1930s). Staff was unable to examine the interior of the barn, as it was deemed unsafe. The large wood barn has a significant lean. The applicants proposed to demolish this structure. The letter from the engineer states the barn should both be 'restored' and 'rebuilt.' These are terms of art in the historic preservation field and Staff finds the engineer may not have been using them as is typical in HAWPs. Regardless, Staff finds that the barn is a significant structure indicative of dairy building in the county and the building should be retained and repaired. As with the outbuildings discussed above, the evaluation of the interior of the building lacked any specificity detailing the barn's structural and/or material failings. Absent a finding that the building has deteriorated beyond repair, Standard 6 requires repairing the barn. If the applicant can demonstrate, to the HPC's satisfaction, that the barn has deteriorated beyond repair, Staff recommends the replacement structure match the dimensions, materials, and exterior appearance to conform to Standard 6.

#4 – Feed Room and Silo (c.1930). The silo appears to be a concrete and tile structure, without a top, and the feed room is a simple CMU block structure with a gable roof. The applicant proposes to demolish both of these buildings. Staff finds that the silo is a structure that is typical of a dairy farm; however, Staff does not recommend the HPC approve its demolition. Staff notes the silo at the Spencer-Carr house in Spencerville was identified as significant and retained when the property was developed as a church and school facility. The applicant only identifies peeling paint and rotting wood for the feed room. Staff finds that this alone is not a sufficient justification to demolish the feed room. This building does, however, appear to be later than the 1930s accessory structures and may not be historically significant, but Staff has been unable to determine an approximate date for this structure. The analysis presented in the application does not provide any additional information. As with numbers 2 and 3 above, Staff recommends the structures be retained and repaired, per Standard 6, without any additional information.

There is an additional building to the east of the feed room, identified on the site plan as 'DAIRY BLDGS' that will be retained. This simple textured block building appears to be in good condition and is currently occupied as a commercial office space.

#5. Rear silo. This silo was associated with the bank barn that burned from a lightning strike in the 1970s. Part of the bank barn's foundation is still in this location. Staff identified that silos are a significant building type on a farm, Staff finds that the silo in the northwest corner of the lot appears largely without context. The building it was associated with is no longer there, so it stands alone in a field. Staff was unable to closely inspect this silo. To preserve the character of the site, Staff finds that demolishing the silo and bank barn foundation would not detract from the significant features of the site and that the demolition could be supported under Standard 2 and 24A-8(b)(3) and (6).

Staff finds that this collection of agricultural outbuildings are important to the significance of the site as a historic farm site in the Germantown area and recommends that the buildings be retained and repaired. Further analysis may determine that buildings may not be able to be rehabilitated. If that is the case, Staff recommends the buildings be reconstructed to maintain the appearance of the site. Staff recognizes that the applicant is blameless for the condition of these buildings; however, property owners of Master Plan sites and buildings in historic districts are responsible for their maintenance.

Staff requests feedback from the HPC regarding:

- The appropriateness of demolishing any of the buildings based on the information presented;
- What additional information the HPC needs to make a determination for any buildings proposed for demolition.

Development Concept

The proposed redevelopment of the site includes the rehabilitation of the historic farmhouse, constructing a parking lot and multi-purpose building to the north of the house, and installing a garden to the west (rear) of the house.

Staff finds there is room on the site to accommodate these new elements. However, Staff finds the proposal to place the parking lot between the site entrance at Snowden Farm Parkway and the farmhouse would detract from the character of the site and recommends it be relocated.

Staff has two potential solutions. First, the parking lot could be relocated to the rear of the proposed multi-purpose building. This would allow the farmhouse to retain its primacy. This is also similar to the situation for the Cedar Ridge church on the Spencer-Carr Master Plan site. The second potential solution is to swap the location of the parking lot and the proposed garden. The garden would have a largely natural appearance that would not detract from the character of the site and the parking would be located to the rear of the site so the paving on-site would not be visible from the public right-of-way.

Staff request feedback from the HPC regarding the plan concept. Staff will synthesize HPC comments and present them to Planning Staff for consideration at future DRC meetings, should those occur. .



Figure 2: The site is surrounded by suburban development.



Figure 3: Detail showing the house, and three small outbuildings proposed for demolition.

STAFF RECOMMENDATION

Staff recommends the applicant make any changes to the proposal based on the feedback from the HPC and return for a HAWP.



APPLICATION FOR
HISTORIC AREA WORK PERMIT
HISTORIC PRESERVATION COMMISSION
301.563.3400

FOR STAFF ONLY:

HAWP# _____

DATE ASSIGNED _____

APPLICANT:

Name: _____

E-mail: _____

Address: _____

City: _____ Zip: _____

Daytime Phone: _____

Tax Account No.: _____

AGENT/CONTACT (if applicable):

Name: _____

E-mail: _____

Address: _____

City: _____ Zip: _____

Daytime Phone: _____

Contractor Registration No.: _____

LOCATION OF BUILDING/PREMISE: MIHP # of Historic Property _____

Is the Property Located within an Historic District? ☐ Yes/District Name _____

☐ No/Individual Site Name _____

Is there an Historic Preservation/Land Trust/Environmental Easement on the Property? If YES, include a map of the easement, and documentation from the Easement Holder supporting this application.

Are other Planning and/or Hearing Examiner Approvals /Reviews Required as part of this Application? (Conditional Use, Variance, Record Plat, etc.?) If YES, include information on these reviews as supplemental information.

Building Number: _____ Street: _____

Town/City: _____ Nearest Cross Street: _____

Lot: _____ Block: _____ Subdivision: _____ Parcel: _____

TYPE OF WORK PROPOSED: See the checklist on Page 4 to verify that all supporting items for proposed work are submitted with this application. Incomplete Applications will not be accepted for review. Check all that apply:

☐ New Construction

☐ Deck/Porch

☐ Shed/Garage/Accessory Structure

☐ Addition

☐ Fence

☐ Solar

☐ Demolition

☐ Hardscape/Landscape

☐ Tree removal/planting

☐ Grading/Excavation

☐ Roof

☐ Window/Door

☐ Other: _____

I hereby certify that I have the authority to make the foregoing application, that the application is correct and accurate and that the construction will comply with plans reviewed and approved by all necessary agencies and hereby acknowledge and accept this to be a condition for the issuance of this permit.

Signature of owner or authorized agent

Date

Description of Property: Please describe the building and surrounding environment. Include information on significant structures, landscape features, or other significant features of the property:

Description of Work Proposed: Please give an overview of the work to be undertaken:

Work Item 1: _____

Description of Current Condition:

Proposed Work:

Work Item 2: _____

Description of Current Condition:

Proposed Work:

Work Item 3: _____

Description of Current Condition:

Proposed Work:

SURVEYOR'S CERTIFICATE

I hereby certify that the plat shown hereon is correct; that it is a subdivision of the lands conveyed to David Yegher by the following conveyances:
 1. All of the land conveyed by Brink 27 Limited Partnership, by deed dated July 20, 1982 and recorded in Liber 5901 at Folio 502.
 2. All of the land conveyed by Catherine G. Clagett and James A. Clagett by deed dated July 20, 1982 and recorded in Liber 5930 at Folio 046.
 The said conveyances being recorded among the Land Records of Montgomery Co., Md. Permanent property line markers will be placed as required by Section 50-24(e) of the Montgomery County Subdivision Regulation.

August 28, 1990
 Date

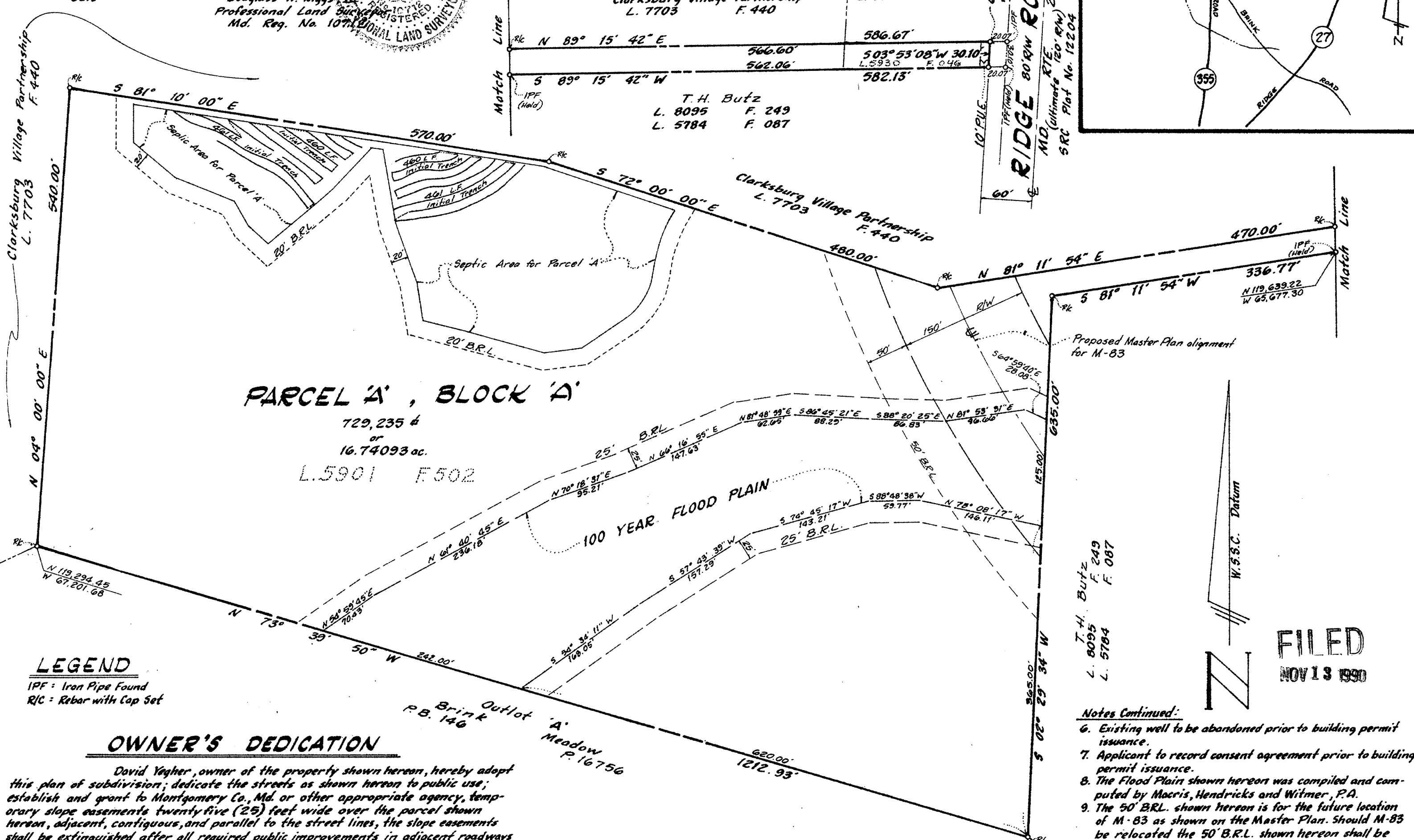
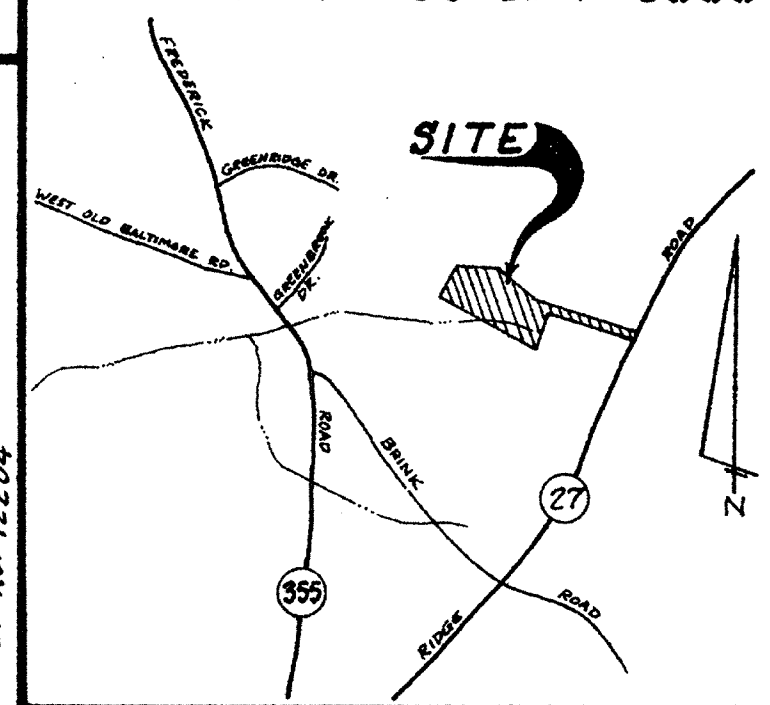
Douglas H. Riggs, Jr.
 Douglas H. Riggs, Jr.
 Professional Land Surveyor
 Md. Reg. No. 10712

NOTES

1. The approval of this plat is predicated on the availability of public water prior to the construction of buildings.
2. This plat is limited to uses and conditions as required by Preliminary Plan No. 1-84006 and by agreement with Montgomery County Planning Board.
3. Septic Building Restriction Lines subject to change only with Health Department reapproval.
4. Approved for 3500 gpd.
 (Notes continued below)

PLAT No. 18056

VICINITY MAP-SCALE: 1"=2000'



LEGEND

IPF = Iron Pipe Found
 R/C = Rebar with Cap Set

OWNER'S DEDICATION

David Yegher, owner of the property shown hereon, hereby adopts this plan of subdivision; dedicate the streets as shown hereon to public use; establish and grant to Montgomery Co., Md. or other appropriate agency, temporary slope easements twenty-five (25) feet wide over the parcel shown hereon, adjacent, contiguous, and parallel to the street lines, the slope easements shall be extinguished after all required public improvements in adjacent roadways have been accepted for maintenance by Montgomery Co., Md. or other appropriate agency; hereby grant a Public Utilities Easement (P.U.E.) as shown hereon to the parties named in a document entitled "Terms and Provisions of Public Utility Easements" as recorded in Liber 3834 at Folio 457 among the Land Records of Montgomery Co., Md., subject to all current and applicable regulations of all federal, state, and local governing agencies.

There are no suits, actions at law, liens, leases, mortgages, or trusts, affecting the property included in this plan of subdivision.

August 27, 1990
 Date

David Yegher
 David Yegher

PLAT TABULATION

Number of Parcels.....1
 Area of Parcel 729,235 ±
 Area of Street Dedication 602 ±
 Total Area 729,837 ± or 16.75474 ac.

Notes Continued:

6. Existing well to be abandoned prior to building permit issuance.
7. Applicant to record consent agreement prior to building permit issuance.
8. The Flood Plain shown hereon was compiled and computed by Macris, Hendricks and Witmer, P.A.
9. The 50' B.R.L. shown hereon is for the future location of M-83 as shown on the Master Plan. Should M-83 be relocated the 50' B.R.L. shown hereon shall be extinguished.

SUBDIVISION RECORD PLAT
 PARCEL 'A', BLOCK 'A'

BRINK MEADOW

ELECTION DISTRICT NO. 2
 MONTGOMERY COUNTY, MARYLAND
 SCALE: 1"=100' JULY, 1990

MACRIS, HENDRICKS & WITMER, P.A.
 ENGINEERS • PLANNERS • SURVEYORS
 9220 WIGHTMAN ROAD, SUITE 120
 GAITHERSBURG, MARYLAND 20879
 (301)-670-0840

MARYLAND NATIONAL CAPITAL PARK & PLANNING COMMISSION
 MONTGOMERY COUNTY PLANNING BOARD
 APPROVED: AUGUST 6, 1990

CHAIRMAN
 ASST. SECRETARY - TREASURER
 M.N.C.P. & P.C. RECORD FILE NO. 581-40

MONTGOMERY COUNTY, MARYLAND
 DEPARTMENT OF TRANSPORTATION
 APPROVED: SEPTEMBER 10, 1990

FOR DIRECTOR

MONTGOMERY COUNTY, MARYLAND
 HEALTH DEPARTMENT
 APPROVED: 10/22/90

HEALTH OFFICER

79-180

51249-97 581-40 12



APPLICATION FOR
HISTORIC AREA WORK PERMIT
HISTORIC PRESERVATION COMMISSION
301.563.3400

FOR STAFF ONLY:

HAWP# _____

DATE ASSIGNED _____

APPLICANT:

Name: _____

E-mail: _____

Address: _____

City: _____ Zip: _____

Daytime Phone: _____

Tax Account No.: _____

AGENT/CONTACT (if applicable):

Name: _____

E-mail: _____

Address: _____

City: _____ Zip: _____

Daytime Phone: _____

Contractor Registration No.: _____

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☐ No/Individual Site Name _____

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Are other Planning and/or Hearing Examiner Approvals /Reviews Required as part of this Application? (Conditional Use, Variance, Record Plat, etc.?) If YES, include information on these reviews as supplemental information.

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☐ Deck/Porch

☐ Shed/Garage/Accessory Structure

☐ Addition

☐ Fence

☐ Solar

☐ Demolition

☐ Hardscape/Landscape

☐ Tree removal/planting

☐ Grading/Excavation

☐ Roof

☐ Window/Door

☐ Other: _____

I hereby certify that I have the authority to make the foregoing application, that the application is correct and accurate and that the construction will comply with plans reviewed and approved by all necessary agencies and hereby acknowledge and accept this to be a condition for the issuance of this permit.

Signature of owner or authorized agent

Date

Description of Property: Please describe the building and surrounding environment. Include information on significant structures, landscape features, or other significant features of the property:

Description of Work Proposed: Please give an overview of the work to be undertaken:

Work Item 1: _____	
Description of Current Condition:	Proposed Work:

Work Item 2: _____	
Description of Current Condition:	Proposed Work:

Work Item 3: _____	
Description of Current Condition:	Proposed Work:





ADVANCE STRUCTURAL CONCEPTS, LLC

CONSULTING ENGINEERS & ARCHITECTS
www.advancestructural.net

10875 Main Street, Suite 101
Fairfax, VA 22030

SURESH BARAL, P.E.
President

Tel: 703-865-7122 ♦ Fax: 703-865-7155
Email: advancestr@vacoxmail.com

June 23rd, 2021

Umesh Niroula
NECC

Re: Future NECC Project
22022 Ridge Road
Germantown, MD 20876
Existing buildings structural assessments

Dear Mr. Niroula:

In response to above, we made a site visit on June 12th, 2021. The following are our observations and recommendations:

1. Existing historic building D:

We recommend that this building's front, left, and right-side façade be repaired and maintained due to historic nature of the building. State/county would probably require the front and side facades to be repaired and kept in similar but maintained condition. We would redo roof structure to open up rear and enlarge into a larger open attic loft. The building's existing structure condition is in bad shape with leaking roof and damaged wall, ceiling and most of structural framings. The entire building structure has to be reinforced and rebuilt, keeping front façade with same look as before but repaired, refurbished and maintained. This is approximately 2,000 SF building cost of repair and maintenance will be approximately \$400,000. In case county allows this building to be demolished, a new larger temple visitor center building should be rebuilt in its location.

2. Three small buildings 'H' in front of building D. These three small buildings are falling apart and of no use and therefore, recommended to be demolished.

3. Existing barn building E:

We recommend that this building be restored, and rebuilt by reinforcing existing wall and roof structure, removing central interior floor to open up for 2 story space, built per code with insulated wall, roof, doors windows etc. This is 50' x 60' (3000 S.F. footprint) building. Cost of restoring with sprinkler system and to comply per code for temporary assembly room will cost approximately \$500,000. NECC can use this building as structural place and for multipurpose use until new temple building A is built in future.

REGISTERED PROFESSIONAL ENGINEERS

MARYLAND • VIRGINIA • DISTRICT OF COLUMBIA • NORTH CAROLINA • NEW JERSEY • WEST VIRGINIA • PENNSYLVANIA • FLORIDA • NEW YORK
MASSACHUSETTS • ILLINOIS • TENNESSEE • GEORGIA • CONNECTICUT • TEXAS • DELAWARE



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SURESH BARAL, P.E.
President

Tel: 703-865-7122 ♦ Fax: 703-865-7155

Email: advancestr@vacoxmail.com

4. Buildings H in front of barn building H:

The two buildings H in front of barn H have toilets and can be renovated to make two toilet rooms for men and women to comply to ADA.

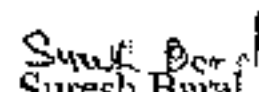
5. Silos:


Two silos in back are recommended to be demolished.

In summary, the proposed maintenance and refurbishing of existing buildings D, E, and H as noted above are substantial and almost close to cost of building new buildings. It may save a few months' time to keep these buildings and restoring per code. It will be better if county allows all existing buildings to be demolished in order to plan for new buildings for NECC use. If county requires that historic building D be kept with front and side facades repaired/maintained, you should go along to renovate and expand in back with a new interior reinforced structure with addition in rear. Existing barn building E and two smaller buildings H should also be renovated and maintained as noted above. Future new construction will be as proposed building A, statues B, C and tot-lot area G as noted on site plan.

Should you have any questions on this report, please call or e-mail.

Sincerely,


Suresh Baral, P.E.
President


John Levermore, P.E.
Associate/Project Engineer

Encl. - Preliminary site plan with mark ups

REGISTERED PROFESSIONAL ENGINEERS

MARYLAND • VIRGINIA • DISTRICT OF COLUMBIA • NORTH CAROLINA • NEW JERSEY • WEST VIRGINIA • PENNSYLVANIA • FLORIDA • NEW YORK
MASSACHUSETTS • ILLINOIS • TENNESSEE • GEORGIA • CONNECTICUT • TEXAS • DELAWARE

Home Inspection Report



22022 Ridge Road, Clarksburg, MD 20876

Inspection Date:

Saturday June 12, 2021

Prepared For:

Umesh Niroula & Nepal Education and Culture Center NECC

Prepared By:

Tarun Poudel, DBA Gajjab Home Inspection
2620 Joppa Terrace
Parkville, MD 21234
4109055791
gajjabhomeinspector@gmail.com

Report Number:

61

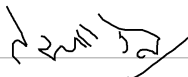
Inspector:

Tarun Poudel

License/Certification #:

MD--32508

Inspector Signature:



Report Overview

Scope of Inspection State of Maryland & InterNACHI

All components designated for inspection in the state of Maryland and InterNACHI Standards of Practice are inspected, except as may be noted in the "Limitations of Inspection" sections within this report. It is the goal of the inspection to put a home buyer in a better position to make a buying decision. Not all improvements will be identified during this inspection. Unexpected repairs should still be anticipated. The inspection should not be considered a guarantee or warranty of any kind. Please refer to the pre-inspection contract for a full explanation of the scope of the inspection.

Visual Inspection Only

Main Entrance Faces

South

State of Occupancy

Occupied

Weather Conditions

Sunny

Recent Rain

No

Ground Cover

Damp

Approximate Age

Older

Report Summary

Items Not Operating

-disposals
-range fans

Major Concerns

Roof, interior walls ceiling, electricals ,Basement foundation and ceiling

Potential Safety Hazards

Smoke detector and CO detector installation on each floor recommended.
GFCI recommended in kitchen and bathrooms.

Deferred Cost Items

Roof that is 15+ years.

Improvement Items

Roof was in poor condition and will need repair and/or replace.
Second floor rooms ceilings wall floor recommended to repair.
Second floor full bath Wall, ceiling, floor and shower tub recommended to repair.
Porch floor and ceiling recommended to repair.
Soffit,trim and chimney recommended to evaluate and correct.

Items To Monitor

Plumbing, electrical, Heating and Cooling, Attic

Recommendations

Low areas of grading next to the foundation recommend adding additional soil and slope away from foundation
Recommend trimming trees/vegetation so it doesn't come into contact with the home
Watering flowering beds next to house may cause moisture intrusion into home. Recommend removing.
Basement foundation wall and ceiling , Attic recommended to evaluate by structural engineer and correct as needed.
- Not all portions of the house accessible due to household stuff and two rooms were locked recommended to check.

Receipt/Invoice

Tarun Poudel, DBA Gajjab Home Inspection
2620 Joppa Terrace
Parkville , MD 21234
4109055791

Date: Jun 12, 2021

Inspected By: Tarun Poudel

Property Address
22022 Ridge Road
Clarksburg, MD 20876

Inspection Number: 61

Payment Method: Not Paid

Client: Umesh Niroula & Nepal Education and Culture Center NECC

Inspection	Fee
Home Inspection	\$400.00
Home Inspection discount	(\$75.00)

Total	\$325.00
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Grounds

Service Walks

- Material** ☐ Concrete ☐ Flagstone ☒ Gravel ☐ Brick Other: .
- Condition** ☐ Satisfactory ☒ Marginal ☐ Poor ☐ Trip hazard ☐ Typical cracks ☐ Pitched towards home
☐ Settling cracks ☐ Public sidewalk needs repair

Photos



Driveway/Parking

- Material** ☐ Concrete ☐ Asphalt ☒ Gravel/Dirt ☐ Brick Other: .
- Condition** ☐ Satisfactory ☒ Marginal ☐ Poor ☐ Settling Cracks ☐ Typical cracks ☐ Pitched towards home
☐ Trip hazard ☐ Fill cracks and seal

Photos



Porch

- Condition** ☐ Satisfactory ☒ Marginal ☐ Poor ☐ Railing/Balusters recommended
- Support Pier** ☒ Concrete ☐ Wood Other: .
- Floor** ☐ Satisfactory ☒ Marginal ☐ Poor ☐ Safety Hazard
- Comments** Porch floor and ceiling recommended to evaluate and correct as needed

Photos

Grounds

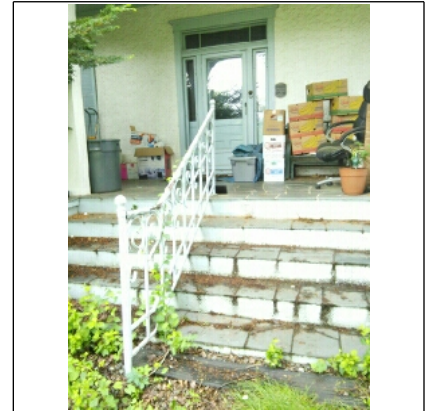


Stoops/Steps

Material ☒ Concrete ☐ Wood Other: ☐ Railing/Balusters recommended
Condition ☐ Satisfactory ☒ Marginal ☐ Poor ☐ Safety Hazard ☐ Uneven risers ☐ Rotted/Damaged
☒ Cracked ☐ Settled

Comments Recommended to repair

Photos



Patio

☒ None

Deck/Balcony

☒ None ☐ Not Visible

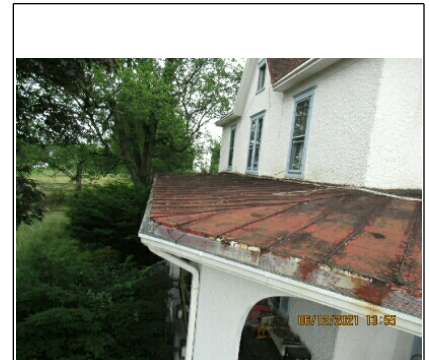
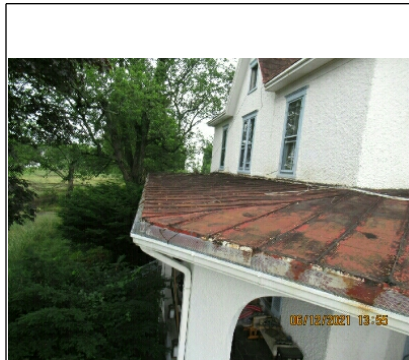
Grounds

Deck/Patio/Porch Covers

Condition ☐ Satisfactory ☒ Marginal ☐ Poor ☐ Posts/Supports need Repair ☐ Earth to wood contact
☐ Moisture/Insect damage

Recommend ☒ Metal Straps/Bolts/Nails/Flashing ☐ Improper attachment to house ☐ None

Photos



Fence/Wall

☐ Not evaluated ☒ None

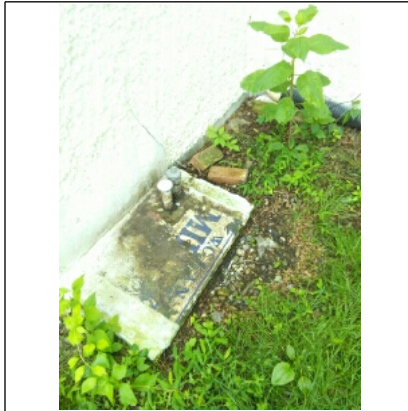
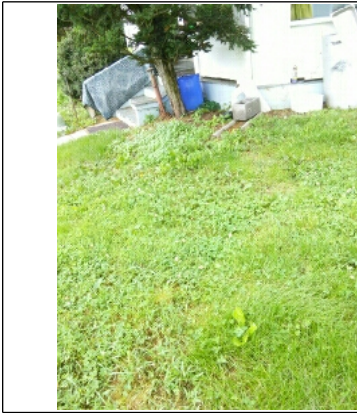
Landscaping affecting foundation

Negative Grade ☒ East ☒ West ☒ North ☒ South ☐ Satisfactory ☒ Recommend additional backfill
☐ Recommend window wells/covers ☒ Trim back trees/shrubberies
☒ Wood in contact with/improper clearance to soil

Comments Low areas of grading next to the foundation recommend adding additional soil and slope away from foundation
 Recommend trimming trees/vegetation so it doesn't come into contact with the home
 Watering flowering beds next to house may cause moisture intrusion into home. Recommend removing

Photos

Grounds



Retaining wall

☒ None

Hose bibs

☐ N/A

Condition ☒ Satisfactory ☐ Marginal ☐ Poor ☐ No anti-siphon valve ☒ Recommend Anti-siphon valve

Operable ☒ Yes ☐ No ☐ Not Tested ☐ Not On

Photos



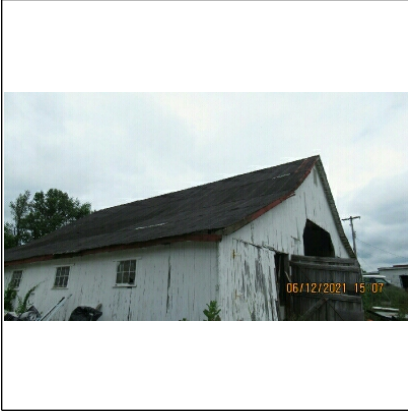
Roof

General

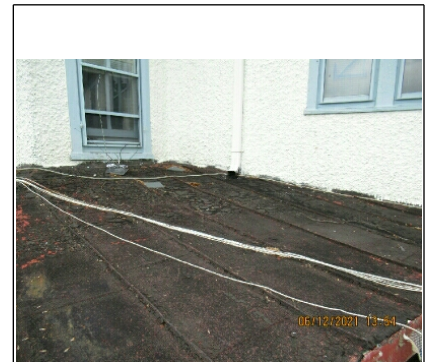
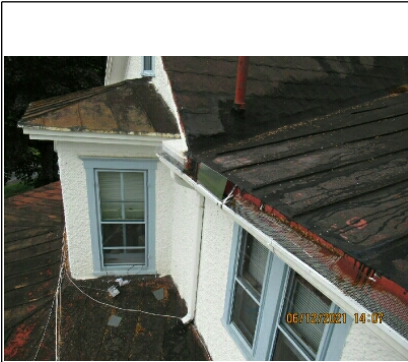
Visibility ☐ None ☒ All ☐ Partial Limited By: .

Inspected From ☐ Roof ☐ Ladder at eaves ☒ Ground ☒ With Binoculars

Photos



Roof



Roof

Style of Roof

Type ☒ Gable ☐ Hip ☐ Mansard ☐ Shed ☐ Flat Other: .

Pitch ☐ Low ☒ Medium ☐ Steep ☐ Flat

Roof #1 Type:Metal
Layers:1 Layer
Age:Older
Location:

Roof #2 ☐ None
Type:Metal
Layers:1 Layer
Age:Older
Location:

Roof #3 ☐ None
Type:Metal
Layers:1 Layer
Age:
Location:

Photos



Ventilation System

Type ☒ Soffit ☒ Ridge ☒ Gable ☐ Roof ☐ Turbine ☐ Powered Other: .

Flashing

Material ☐ Not Visible ☒ Galv/Alum ☐ Asphalt ☐ Copper ☐ Foam ☐ Rubber ☐ Lead Other: .

Condition ☐ Not Visible ☐ Satisfactory ☒ Marginal ☐ Poor ☐ Rusted ☐ Missing
☐ Separated from chimney/roof ☐ Recommend Sealing Other: .

Photos

Roof



Valleys

Material ☐ Not Visible ☒ Galv/Alum ☐ Asphalt ☐ Lead ☐ Copper Other: .

Condition ☐ Not Visible ☐ Satisfactory ☒ Marginal ☐ Poor ☐ Holes ☒ Rusty ☐ Recommend Sealing

Condition of Roof Coverings

Roof #1 ☐ Satisfactory ☐ Marginal ☒ Poor ☐ Curling ☐ Cracking ☐ Ponding ☐ Burn Spots
☒ Broken/Loose Tiles/Shingles ☒ Nail popping ☐ Granules missing ☐ Alligating ☐ Blistering
☒ Missing Tabs/Shingles/Tiles ☒ Moss buildup ☐ Exposed felt ☐ Cupping
☐ Incomplete/Improper Nailing ☒ Recommend roofer evaluate ☐ Evidence of Leakage

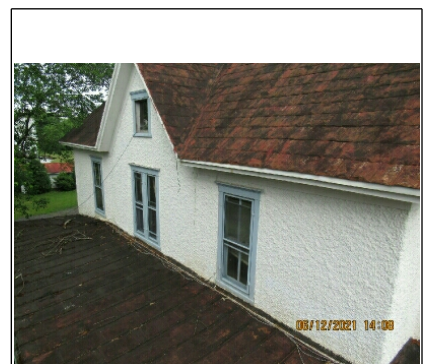
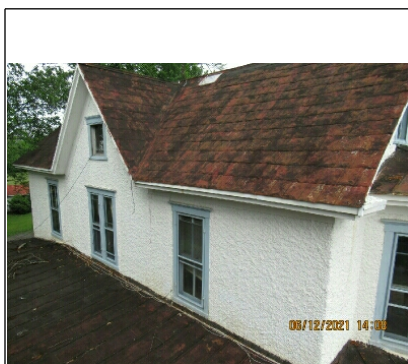
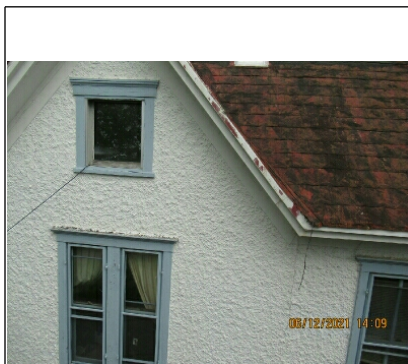
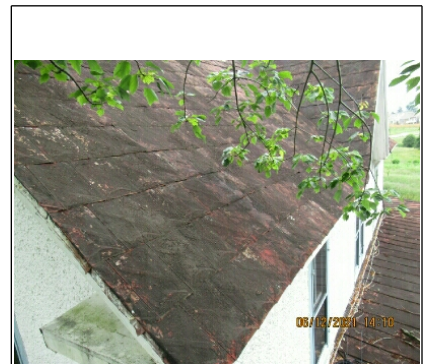
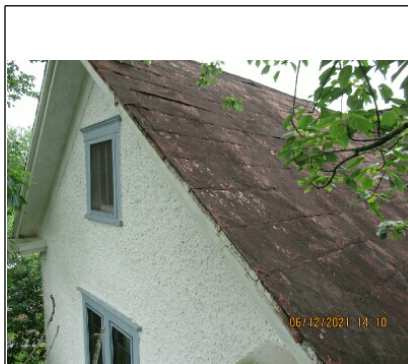
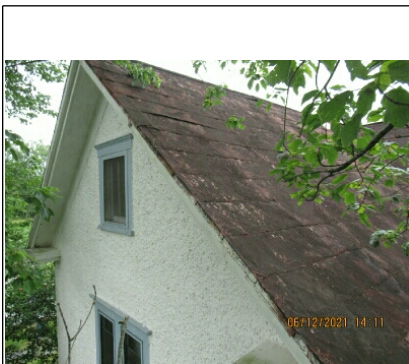
Roof #2 ☐ N/A ☐ Satisfactory ☐ Marginal ☒ Poor ☐ Curling ☐ Cracking ☐ Ponding ☐ Burn Spots
☒ Broken/Loose Tiles/Shingles ☒ Nail popping ☐ Granules missing ☐ Alligating ☐ Blistering
☐ Missing Tabs/Shingles/Tiles ☐ Moss buildup ☐ Exposed felt ☐ Cupping
☐ Incomplete/Improper Nailing ☒ Recommend roofer evaluate ☒ Evidence of Leakage

Roof #3 ☐ N/A ☐ Satisfactory ☐ Marginal ☒ Poor ☐ Curling ☐ Cracking ☐ Ponding ☐ Burn Spots
☒ Broken/Loose Tiles/Shingles ☒ Nail popping ☐ Granules missing ☐ Alligating ☐ Blistering
☐ Missing Tabs/Shingles/Tiles ☐ Moss buildup ☐ Exposed felt ☐ Cupping
☐ Incomplete/Improper Nailing ☒ Recommend roofer evaluate ☒ Evidence of Leakage

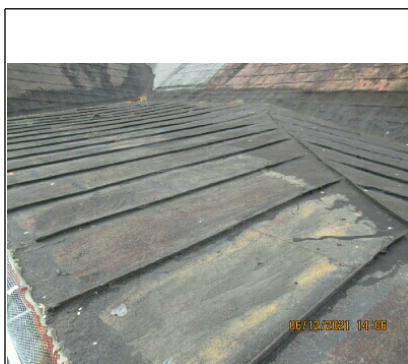
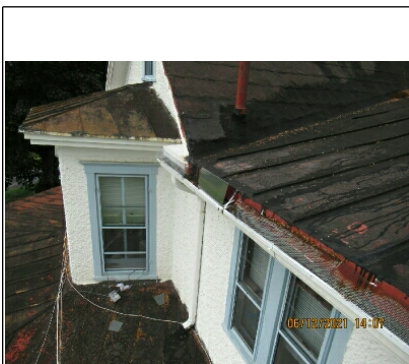
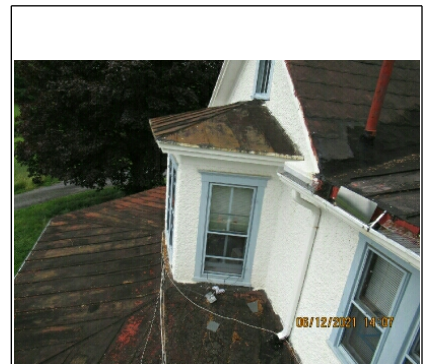
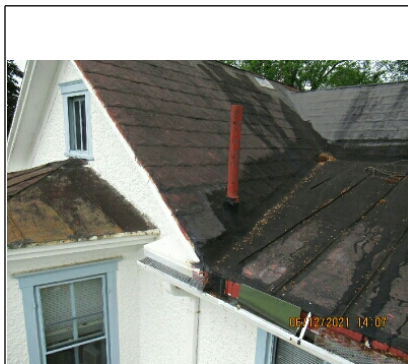
Comments Roof was in poor condition and will need repair and/or replacement soon.

Photos

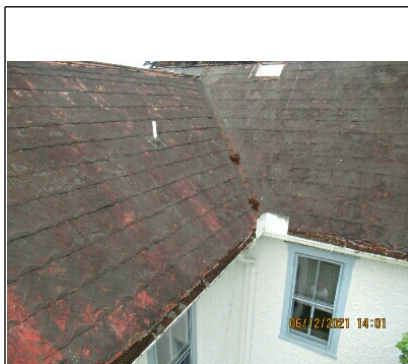
Roof



Roof



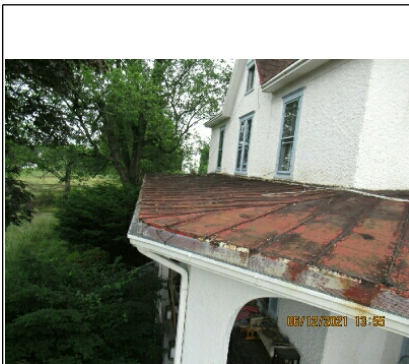
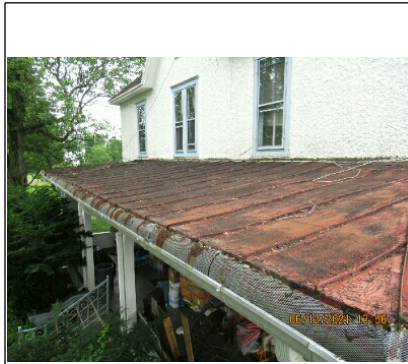
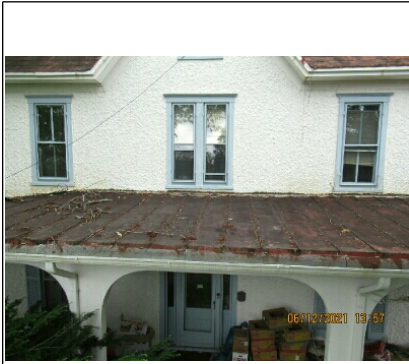
Roof



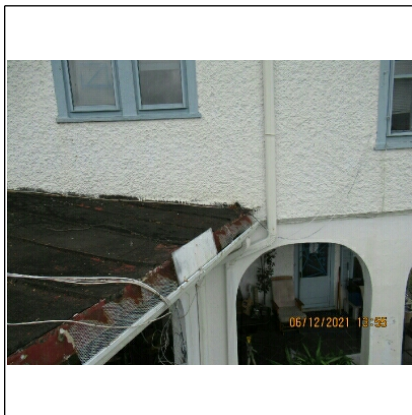
Roof



Roof



Roof



Skylights

Condition ☐ Cracked/Broken ☐ Satisfactory ☒ Marginal ☐ Poor

Photos

Roof



Plumbing Vents

Condition ☐ Satisfactory ☒ Marginal ☐ Poor

Photos



Exterior

Chimney(s)

Location(s) Middle of Roof

Viewed From ☐ Roof ☐ Ladder at eaves ☒ Ground (Inspection Limited) ☒ With Binoculars

Rain Cap/Spark Arrestor ☒ Yes ☐ No ☐ Recommended

Chase ☒ Brick ☐ Stone ☐ Metal ☐ Blocks ☐ Framed

Evidence of ☐ Holes in metal ☐ Cracked chimney cap ☒ Loose mortar joints ☐ Flaking ☒ Loose brick ☒ Rust
☐ No apparent defects

Flue ☐ Tile ☐ Metal ☒ Unlined ☐ Not Visible

Evidence of ☐ Scaling ☒ Cracks ☒ Creosote ☐ Not evaluated ☒ Have flue(s) cleaned and re-evaluated
☐ Recommend Cricket/Saddle/Flashing ☐ No apparent defects

Condition ☐ Satisfactory ☒ Marginal ☐ Poor ☒ Recommend Repair

Comments Loose bricks or stones create a safety hazard recommend repair by a qualified chimney specialist

Photos



Exterior



Gutters/Scuppers/Eavestrough

Condition ☐ Satisfactory ☒ Marginal ☐ Poor ☐ Rusting ☒ Downspouts needed ☒ Recommend repair/replace
☒ Needs to be cleaned

Material ☐ Copper ☐ Vinyl/Plastic ☒ Galvanized/Aluminum Other: _____

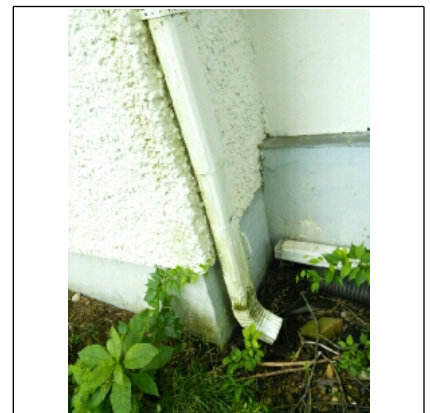
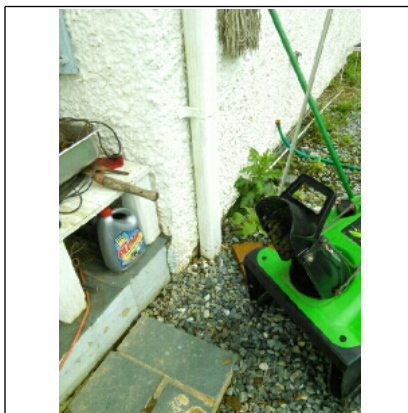
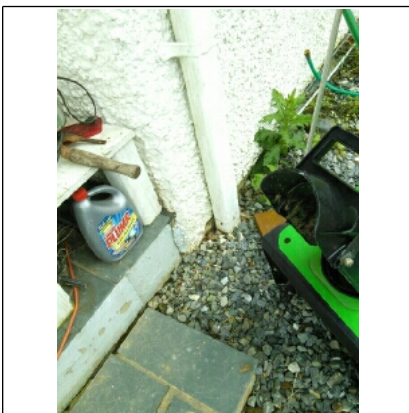
Leaking ☒ Corners ☐ Joints ☐ Hole in main run ☐ No apparent leaks

Attachment ☒ Loose ☐ Missing spikes ☐ Improperly sloped ☐ Satisfactory

Extension needed ☒ North ☒ South ☒ East ☒ West ☐ N/A

Comments Gutters had some damage, recommend repairing/replacing damaged sections
 Gutters had some rusted through holes, recommend repair/replacement of damaged sections
 Recommend adding downspout extensions to discharge away from the house. 5-6' extensions recommended.

Photos



Exterior



Siding

Material

☐ Stone ☐ Slate ☐ Block/Brick ☐ Fiberboard ☐ Fiber-cement ☒ Stucco ☐ EIFS* Not Inspected
☐ Asphalt ☐ Wood ☐ Metal/Vinyl Other: ☐ Typical cracks ☐ Peeling paint ☐ Monitor ☐ Wood rot
☒ Loose/Missing/Holes

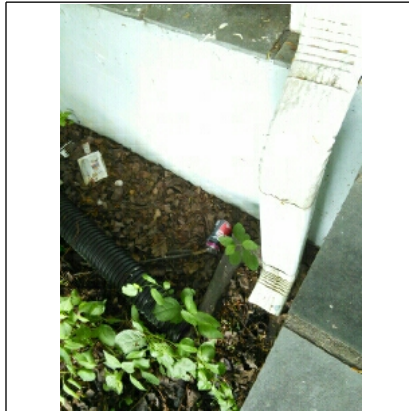
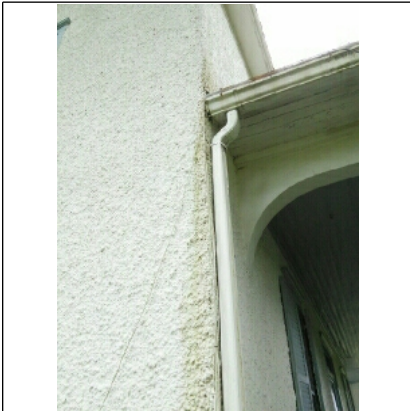
Condition

☐ Satisfactory ☒ Marginal ☐ Poor ☒ Recommend repair/painting

Comments

Siding had some damage, recommend repairing/replacing damaged sections
 Normal caulking maintenance recommended

Photos



Trim

Material

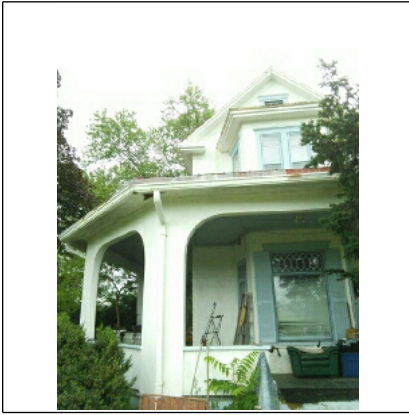
☐ Wood ☐ Fiberboard ☐ Aluminum/Steel ☐ Vinyl ☒ Stucco ☒ Recommend repair/painting
☐ Damaged wood Other:

Condition

☐ Satisfactory ☒ Marginal ☐ Poor

Photos

Exterior



Soffit

Material ☒ Wood ☐ Fiberboard ☒ Aluminum/Steel ☐ Vinyl ☐ Stucco ☐ Recommend repair/painting
☐ Damaged wood Other: .

Condition ☐ Satisfactory ☒ Marginal ☐ Poor

Photos



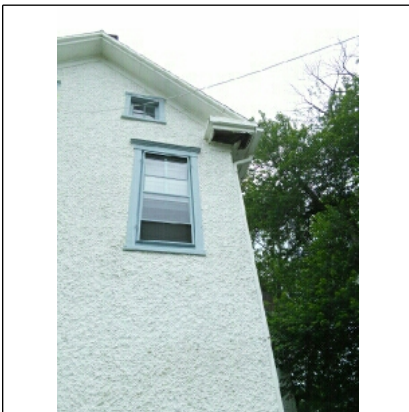
Damaged recommended to correct

Fascia

Material ☒ Wood ☐ Fiberboard ☒ Aluminum/Steel ☐ Vinyl ☐ Stucco ☐ Recommend repair/painting
☐ Damaged wood Other: .

Condition ☐ Satisfactory ☒ Marginal ☐ Poor

Photos



Exterior

Flashing

Material ☒ Wood ☐ Fiberboard ☒ Aluminum/Steel ☐ Vinyl ☐ Stucco ☐ Recommend repair/painting
☐ Damaged wood Other: .

Condition ☐ Satisfactory ☒ Marginal ☐ Poor

Photos



Caulking

Condition ☐ Satisfactory ☒ Marginal ☐ Poor
☒ Recommend around windows/doors/masonry ledges/corners/utility penetrations

Comments Caulking dried and cracked, recommend removing and replacing.

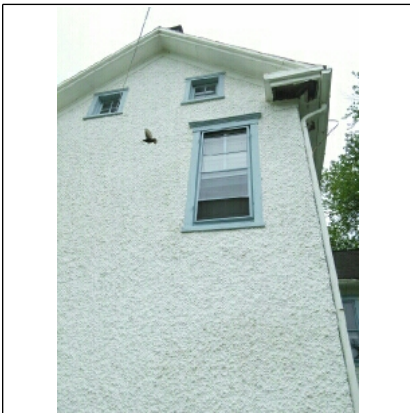
Windows/Screens

Condition ☐ Satisfactory ☒ Marginal ☐ Poor ☐ Wood rot ☒ Recommend repair/painting
☒ Recommend repair/replace damaged screens ☐ Failed/fogged insulated glass

Material ☒ Wood ☐ Metal ☐ Vinyl ☐ Aluminum/Vinyl clad

Screens ☒ Torn ☐ Bent ☐ Not installed ☐ Satisfactory

Photos



Storms Windows

Condition ☐ Satisfactory ☐ Broken/cracked ☒ Wood rot ☒ Recommend repair/painting

Material ☒ Wood ☐ Clad comb. ☒ Wood/Metal comb. ☐ Metal

Putty ☐ Satisfactory ☒ Needed ☐ N/A

Photos

Exterior



Slab-On-Grade/Foundation

Foundation Wall ☐ Concrete block ☐ Poured concrete ☐ Post-Tensioned concrete ☒ Not Visible Other: .

Condition ☐ Satisfactory ☐ Marginal ☐ Monitor ☐ Have Evaluated ☒ Not Evaluated

Concrete Slab ☐ N/A ☒ Not Visible ☐ Satisfactory ☐ Marginal ☐ Monitor ☐ Have Evaluated

Service Entry

Location ☐ Underground ☒ Overhead

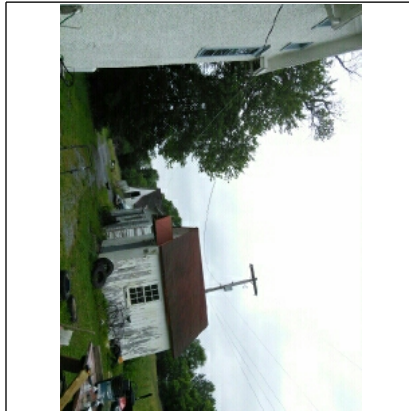
Condition ☐ Satisfactory ☐ Marginal ☐ Poor ☒ Weather head/mast needs repair ☒ Overhead wires too low

Exterior receptacles ☒ Yes ☐ No Operable: ☒ Yes ☐ No Condition: ☐ Satisfactory ☒ Marginal ☐ Poor

GFCI present ☐ Yes ☒ No Operable: ☐ Yes ☐ No ☐ Safety Hazard ☐ Reverse polarity ☐ Open ground(s)
☐ Recommend GFCI Receptacles

Comments Overhead wires too low across yard. Recommend licensed electrician repair as needed.

Photos



Building(s) Exterior Wall Construction

Type ☐ Not Visible ☒ Framed ☐ Masonry Other: .

Condition ☐ Not Visible ☒ Satisfactory ☐ Marginal ☐ Poor

Photos

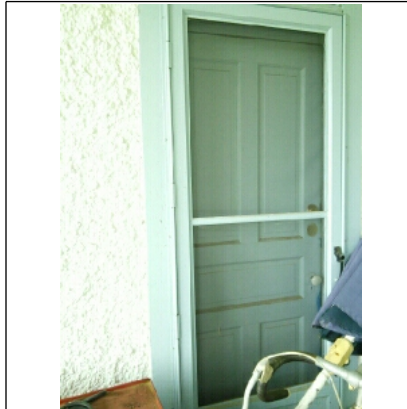
Exterior



Exterior Doors

- Main Entrance** ☐ N/A Weatherstripping: ☐ Satisfactory ☒ Marginal ☐ Poor ☐ Missing ☐ Replace Door condition: ☐ Satisfactory ☒ Marginal ☐ Poor
- Patio** ☒ N/A Weatherstripping: ☐ Satisfactory ☐ Marginal ☐ Poor ☐ Missing ☐ Replace Door condition: ☐ Satisfactory ☐ Marginal ☐ Poor
- Rear door** ☐ N/A Weatherstripping: ☐ Satisfactory ☒ Marginal ☐ Poor ☐ Missing ☐ Replace Door condition: ☐ Satisfactory ☒ Marginal ☐ Poor
- Other door** ☐ N/A Weatherstripping: ☐ Satisfactory ☒ Marginal ☐ Poor ☐ Missing ☐ Replace Door condition: ☐ Satisfactory ☒ Marginal ☐ Poor

Photos



Exterior A/C - Heat pump #1

Exterior

Exterior A/C - Heat pump #1 cont.

Unit #1 ☒ N/A
Location:
Brand:
Model #:
Serial #:
Approximate Age:

Exterior A/C - Heat pump #2

Unit #2 ☒ N/A
Location:
Brand:
Model #:
Serial #:
Approx. Age:

Kitchen

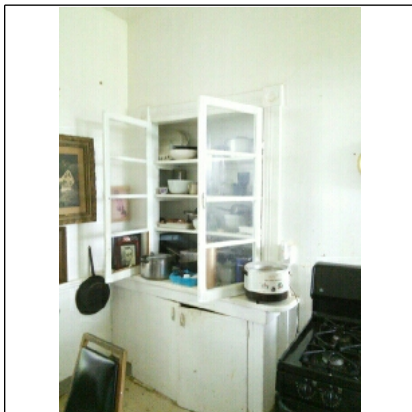
Countertops

Condition ☐ Satisfactory ☒ Marginal ☐ Recommend repair/caulking

Cabinets

Condition ☐ Satisfactory ☒ Marginal ☐ Recommend repair/adjustment

Photos



Plumbing

Faucet Leaks ☐ Yes ☒ No

Pipes leak/corroded ☒ Yes ☐ No

Sink/Faucet ☐ Satisfactory ☒ Corroded ☒ Chipped ☐ Cracked ☐ Recommend repair

Functional drainage ☐ Satisfactory ☒ Marginal ☐ Poor

Functional flow ☐ Satisfactory ☒ Marginal ☐ Poor

Photos

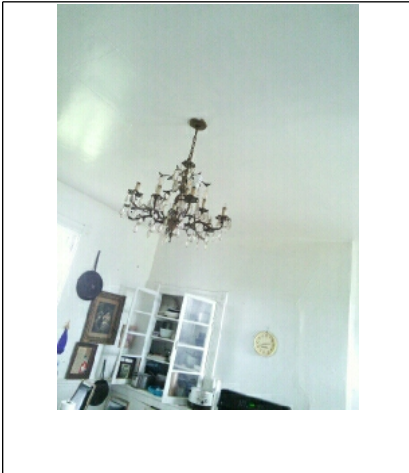


Walls & Ceiling

Condition ☐ Satisfactory ☒ Marginal ☐ Poor ☐ Typical cracks ☐ Moisture stains

Photos

Kitchen



Wall recommended to evaluate and correct

Heating/Cooling Source

☒ Yes ☐ No

Comments Register rusted, stuck closed, not operable. Recommend repair

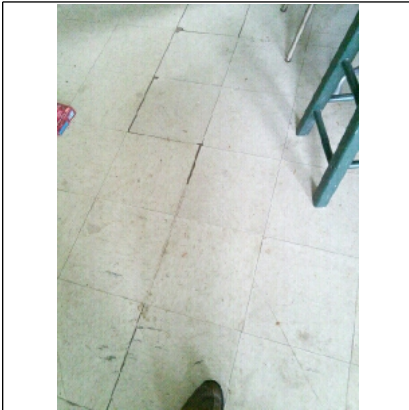
Photos



Floor

Condition ☐ Satisfactory ☒ Marginal ☐ Poor ☐ Sloping ☐ Squeaks

Photos



Appliances

Disposal ☒ N/A ☐ Not tested Operable: ☐ Yes ☐ No

Kitchen

Appliances cont.

Oven ☐ N/A ☐ Not tested Operable: ☒ Yes ☐ No

Range ☐ N/A ☐ Not tested Operable: ☒ Yes ☐ No

Dishwasher ☒ N/A ☐ Not tested Operable: ☐ Yes ☐ No

Trash Compactor ☒ N/A ☐ Not tested Operable: ☐ Yes ☐ No

Exhaust fan ☒ N/A ☐ Not tested Operable: ☐ Yes ☐ No

Refrigerator ☐ N/A ☐ Not tested Operable: ☒ Yes ☐ No

Microwave ☒ N/A ☐ Not tested Operable: ☐ Yes ☐ No

Other Operable: ☐ Yes ☒ No

Dishwasher airgap ☐ Yes ☒ No

Dishwasher drain line looped ☐ Yes ☒ No

Receptacles present ☒ Yes ☐ No Operable: ☒ Yes ☐ No

GFCI ☐ Yes ☒ No Operable: ☐ Yes ☐ No Recommend GFCI Receptacles: ☐ Yes ☐ No
☐ Potential Safety Hazard(s)

Open ground/Reverse polarity: ☐ Yes ☒ No ☐ Potential Safety Hazard

Comments Kitchen recommended to update

Photos



Laundry Room

Laundry

Laundry sink ☒ N/A

Faucet leaks ☐ Yes ☒ No

Pipes leak ☐ Yes ☒ No ☐ Not Visible

Cross connections ☐ Yes ☒ No ☐ Potential Safety Hazard

Heat source present ☐ Yes ☒ No

Room vented ☒ Yes ☐ No

Dryer vented ☐ N/A ☒ Wall ☐ Ceiling ☐ Floor ☐ Not vented ☐ Plastic dryer vent not recommended
☐ Not vented to exterior ☐ Recommend repair ☐ Safety hazard

Electrical Open ground/reverse polarity: ☐ Yes ☒ No ☐ Safety hazard

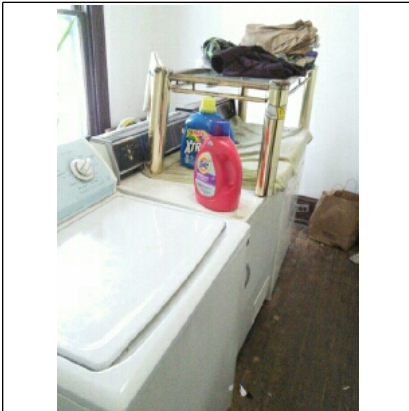
GFCI present ☐ Yes ☒ No Operable: ☐ Yes ☐ No ☐ Recommend GFCI Receptacles

Appliances ☒ Washer ☒ Dryer ☐ Water heater ☐ Furnace/Boiler

Washer hook-up lines/valves ☐ Satisfactory ☐ Leaking ☐ Corroded ☒ Not Visible

Gas shut-off valve ☒ N/A ☐ Yes ☐ No ☐ Cap Needed ☐ Safety hazard ☐ Not Visible

Photos



Bathroom (1)

Bath

Location First floor half bath

Sinks Faucet leaks: ☐ Yes ☒ No Pipes leak: ☐ Yes ☒ No

Tubs ☒ N/A Faucet leaks: ☐ Yes ☐ No Pipes leak: ☐ Yes ☐ No ☐ Not Visible

Showers ☒ N/A Faucet leaks: ☐ Yes ☐ No Pipes leak: ☐ Yes ☐ No ☐ Not Visible

Toilet Bowl loose: ☐ Yes ☒ No Operable: ☒ Yes ☐ No ☐ Cracked bowl ☐ Toilet leaks

Whirlpool ☐ Yes ☒ No Operable: ☐ Yes ☐ No ☐ Not tested ☐ No access door GFCI: ☐ Yes ☒ No
☐ GFCI Recommended

Shower/Tub area ☐ Ceramic/Plastic ☐ Fiberglass ☐ Masonite Other: . Condition: ☐ Satisfactory ☒ Marginal
☐ Poor ☐ Rotted floors Caulk/Grouting needed: ☒ Yes ☐ No
 Where:
☐ N/A

Drainage ☒ Satisfactory ☐ Marginal ☐ Poor

Water flow ☒ Satisfactory ☐ Marginal ☐ Poor

Moisture stains present ☒ Yes ☐ No ☒ Walls ☐ Ceilings ☐ Cabinetry

Doors ☐ Satisfactory ☒ Marginal ☐ Poor

Window ☐ None ☐ Satisfactory ☒ Marginal ☐ Poor

Receptacles present ☐ Yes ☒ No Operable: ☐ Yes ☐ No

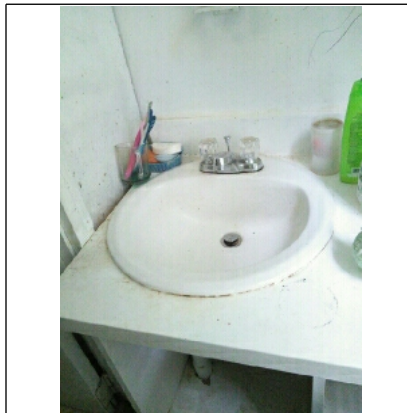
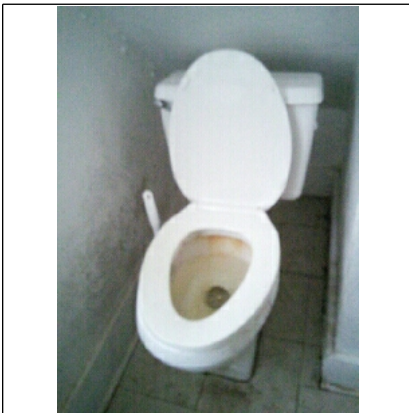
GFCI ☐ Yes ☒ No Operable: ☐ Yes ☐ No ☐ Recommend GFCI

Open ground/Reverse polarity ☐ Yes ☒ No ☐ Potential Safety Hazard

Heat source present ☐ Yes ☒ No

Exhaust fan ☐ Yes ☒ No Operable: ☐ Yes ☐ No ☐ Noisy

Photos



Bathroom (2)

Bath

Location Second floor half bath

Sinks Faucet leaks: ☐ Yes ☒ No Pipes leak: ☐ Yes ☒ No

Tubs ☒ N/A Faucet leaks: ☐ Yes ☐ No Pipes leak: ☐ Yes ☐ No ☐ Not Visible

Showers ☒ N/A Faucet leaks: ☐ Yes ☐ No Pipes leak: ☐ Yes ☐ No ☐ Not Visible

Toilet Bowl loose: ☐ Yes ☒ No Operable: ☒ Yes ☐ No ☐ Cracked bowl ☐ Toilet leaks

Whirlpool ☐ Yes ☒ No Operable: ☐ Yes ☐ No ☐ Not tested ☐ No access door GFCI: ☐ Yes ☒ No
☐ GFCI Recommended

Shower/Tub area ☐ Ceramic/Plastic ☐ Fiberglass ☐ Masonite Other: . Condition: ☐ Satisfactory ☒ Marginal
☐ Poor ☐ Rotted floors Caulk/Grouting needed: ☒ Yes ☐ No
 Where:
☐ N/A

Drainage ☒ Satisfactory ☐ Marginal ☐ Poor

Water flow ☒ Satisfactory ☐ Marginal ☐ Poor

Moisture stains present ☒ Yes ☐ No ☐ Walls ☐ Ceilings ☐ Cabinetry

Doors ☐ Satisfactory ☒ Marginal ☐ Poor

Window ☒ None ☐ Satisfactory ☐ Marginal ☐ Poor

Receptacles present ☒ Yes ☐ No Operable: ☒ Yes ☐ No

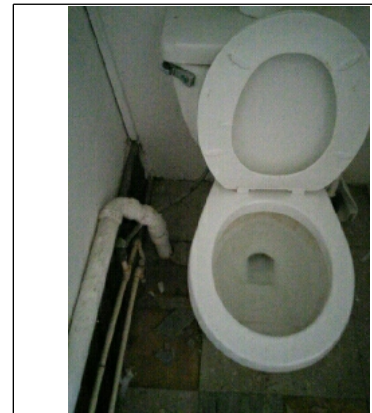
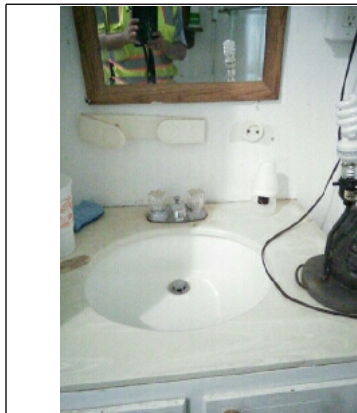
GFCI ☐ Yes ☒ No Operable: ☐ Yes ☐ No ☐ Recommend GFCI

Open ground/Reverse polarity ☐ Yes ☒ No ☐ Potential Safety Hazard

Heat source present ☒ Yes ☐ No

Exhaust fan ☒ Yes ☐ No Operable: ☐ Yes ☐ No ☒ Noisy

Photos



Bathroom (3)

Bath

Location Second floor bath

Sinks Faucet leaks: ☐ Yes ☒ No Pipes leak: ☐ Yes ☒ No

Tubs ☐ N/A Faucet leaks: ☒ Yes ☐ No Pipes leak: ☐ Yes ☒ No ☐ Not Visible

Showers ☐ N/A Faucet leaks: ☒ Yes ☐ No Pipes leak: ☒ Yes ☐ No ☐ Not Visible

Toilet Bowl loose: ☒ Yes ☐ No Operable: ☐ Yes ☐ No ☐ Cracked bowl ☐ Toilet leaks

Whirlpool ☒ Yes ☐ No Operable: ☐ Yes ☒ No ☐ Not tested ☐ No access door GFCI: ☐ Yes ☒ No
☐ GFCI Recommended

Shower/Tub area ☒ Ceramic/Plastic ☐ Fiberglass ☐ Masonite Other: Condition: ☐ Satisfactory ☒ Marginal
☐ Poor ☐ Rotted floors Caulk/Grouting needed: ☒ Yes ☐ No
 Where:
☐ N/A

Drainage ☐ Satisfactory ☒ Marginal ☐ Poor

Water flow ☐ Satisfactory ☒ Marginal ☐ Poor

Moisture stains present ☒ Yes ☐ No ☐ Walls ☐ Ceilings ☐ Cabinetry

Doors ☐ Satisfactory ☒ Marginal ☐ Poor

Window ☐ None ☐ Satisfactory ☒ Marginal ☐ Poor

Receptacles present ☒ Yes ☐ No Operable: ☐ Yes ☐ No

GFCI ☐ Yes ☒ No Operable: ☐ Yes ☐ No ☐ Recommend GFCI

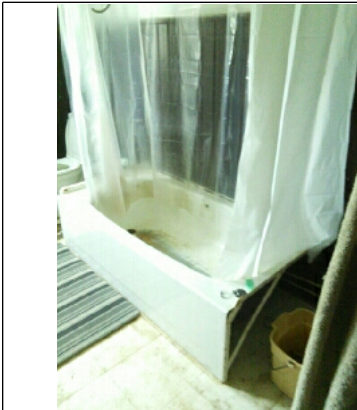
Open ground/Reverse polarity ☐ Yes ☒ No ☐ Potential Safety Hazard

Heat source present ☒ Yes ☐ No

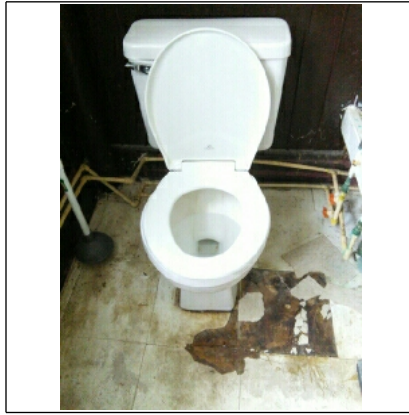
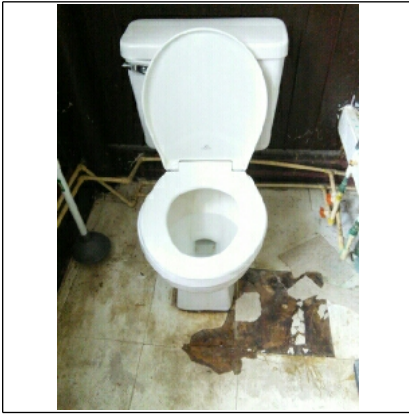
Exhaust fan ☒ Yes ☐ No Operable: ☐ Yes ☐ No ☐ Noisy

Comments Bathroom #3 ceiling, wall and shower tub recommended to repair.

Photos



Bathroom (3)



Room (1)

Room

Location First floor

Type FAMILY ROOM

Walls & Ceiling ☐ Satisfactory ☒ Marginal ☐ Poor ☐ Typical cracks ☐ Damage

Moisture stains ☒ Yes ☐ No

Where:

Floor ☐ Satisfactory ☒ Marginal ☐ Poor ☐ Squeaks ☐ Slopes ☐ Tripping hazard

Ceiling fan ☒ None ☐ Satisfactory ☐ Marginal ☐ Poor ☐ Recommend repair/replace

Electrical Switches: ☒ Yes ☐ No ☒ Operable Receptacles: ☒ Yes ☐ No ☒ Operable
Open ground/Reverse polarity: ☐ Yes ☒ No ☐ Safety hazard ☐ Cover plates missing

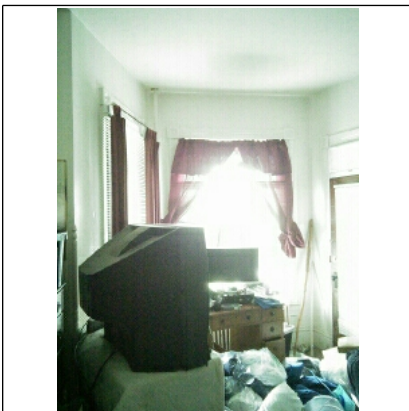
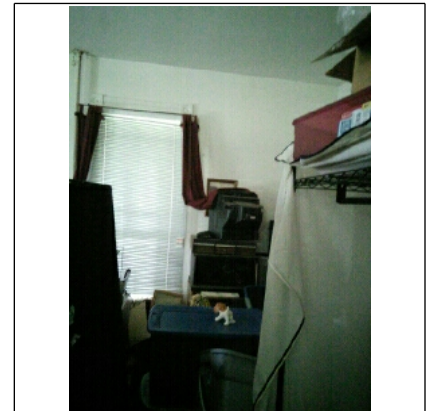
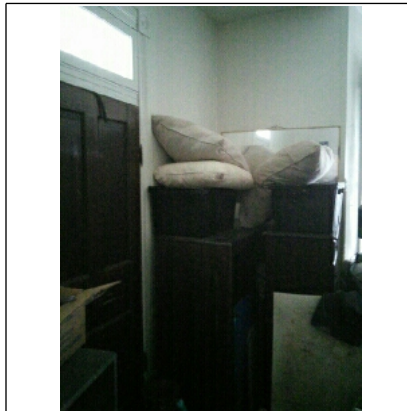
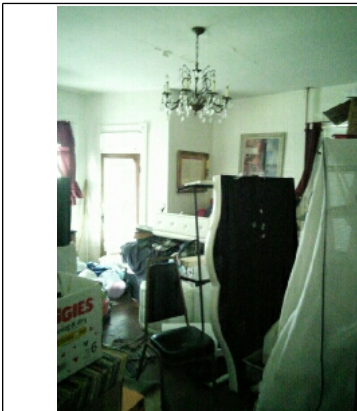
Heating source present ☒ Yes ☐ No Holes: ☐ Doors ☐ Walls ☐ Ceilings

Bedroom Egress restricted ☐ N/A ☐ Yes ☒ No

Doors ☐ None ☐ Satisfactory ☒ Marginal ☐ Poor ☐ Cracked glass ☐ Broken/Missing hardware

Windows ☐ None ☐ Satisfactory ☒ Marginal ☐ Poor ☐ Cracked glass ☐ Evidence of leaking insulated glass
☐ Broken/Missing hardware

Photos



Room (2)

Room

Location Second floor

Type BEDROOM

Walls & Ceiling ☐ Satisfactory ☐ Marginal ☒ Poor ☐ Typical cracks ☒ Damage

Moisture stains ☐ Yes ☒ No

Where:

Floor ☐ Satisfactory ☒ Marginal ☐ Poor ☐ Squeaks ☐ Slopes ☐ Tripping hazard

Ceiling fan ☒ None ☐ Satisfactory ☐ Marginal ☐ Poor ☐ Recommend repair/replace

Electrical Switches: ☒ Yes ☐ No ☒ Operable Receptacles: ☒ Yes ☐ No ☒ Operable
Open ground/Reverse polarity: ☐ Yes ☒ No ☐ Safety hazard ☐ Cover plates missing

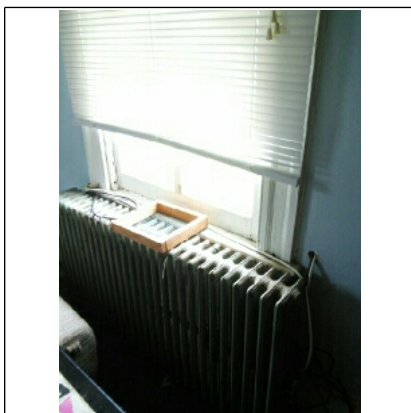
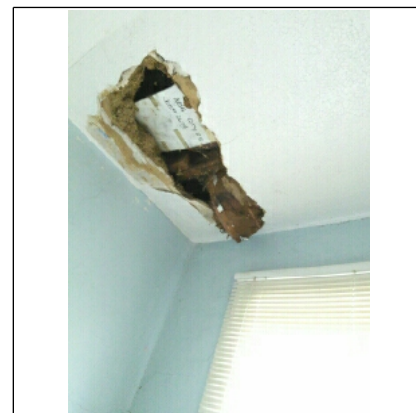
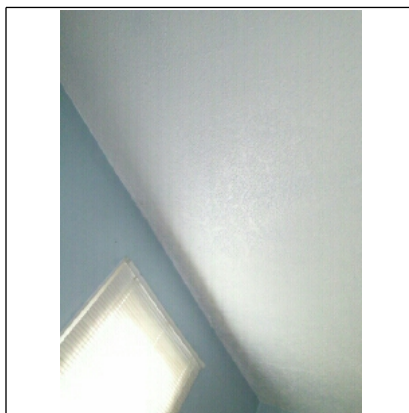
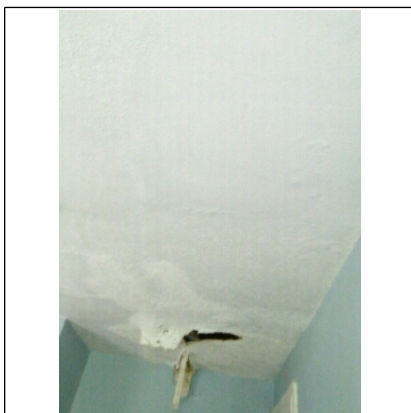
Heating source present ☒ Yes ☐ No Holes: ☐ Doors ☐ Walls ☐ Ceilings

Bedroom Egress restricted ☐ N/A ☐ Yes ☒ No

Doors ☐ None ☐ Satisfactory ☒ Marginal ☐ Poor ☐ Cracked glass ☒ Broken/Missing hardware

Windows ☐ None ☐ Satisfactory ☒ Marginal ☐ Poor ☐ Cracked glass ☐ Evidence of leaking insulated glass
☐ Broken/Missing hardware

Photos



Room (3)

Room

Location Second floor

Type BEDROOM

Walls & Ceiling ☐ Satisfactory ☒ Marginal ☐ Poor ☐ Typical cracks ☐ Damage

Moisture stains ☒ Yes ☐ No

Where:

Floor ☐ Satisfactory ☒ Marginal ☐ Poor ☒ Squeaks ☐ Slopes ☐ Tripping hazard

Ceiling fan ☒ None ☐ Satisfactory ☐ Marginal ☐ Poor ☐ Recommend repair/replace

Electrical Switches: ☒ Yes ☐ No ☒ Operable Receptacles: ☒ Yes ☐ No ☒ Operable
Open ground/Reverse polarity: ☐ Yes ☒ No ☐ Safety hazard ☐ Cover plates missing

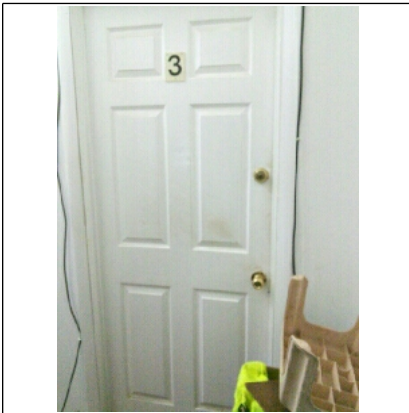
Heating source present ☒ Yes ☐ No Holes: ☐ Doors ☐ Walls ☐ Ceilings

Bedroom Egress restricted ☐ N/A ☐ Yes ☒ No

Doors ☐ None ☐ Satisfactory ☒ Marginal ☐ Poor ☐ Cracked glass ☐ Broken/Missing hardware

Windows ☐ None ☐ Satisfactory ☒ Marginal ☐ Poor ☐ Cracked glass ☐ Evidence of leaking insulated glass
☐ Broken/Missing hardware

Photos



Room (4)

Room

Location Second floor

Type BEDROOM

Walls & Ceiling ☐ Satisfactory ☒ Marginal ☐ Poor ☐ Typical cracks ☐ Damage

Moisture stains ☒ Yes ☐ No

Where:

Floor ☐ Satisfactory ☒ Marginal ☐ Poor ☐ Squeaks ☐ Slopes ☐ Tripping hazard

Ceiling fan ☒ None ☐ Satisfactory ☐ Marginal ☐ Poor ☐ Recommend repair/replace

Electrical Switches: ☒ Yes ☐ No ☒ Operable Receptacles: ☒ Yes ☐ No ☒ Operable
Open ground/Reverse polarity: ☐ Yes ☒ No ☐ Safety hazard ☐ Cover plates missing

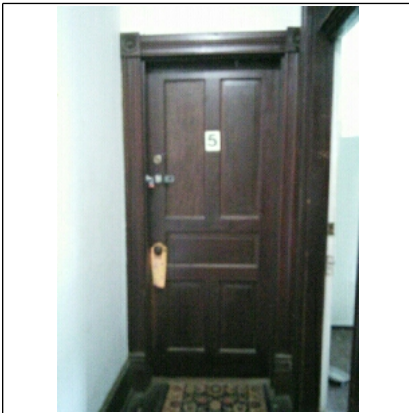
Heating source present ☒ Yes ☐ No Holes: ☐ Doors ☐ Walls ☐ Ceilings

Bedroom Egress restricted ☐ N/A ☐ Yes ☒ No

Doors ☐ None ☒ Satisfactory ☐ Marginal ☐ Poor ☐ Cracked glass ☐ Broken/Missing hardware

Windows ☐ None ☐ Satisfactory ☒ Marginal ☐ Poor ☐ Cracked glass ☐ Evidence of leaking insulated glass
☐ Broken/Missing hardware

Photos



Interior

Fireplace

☒ None

Stairs/Steps/Balconies

Condition ☐ Satisfactory ☒ Marginal ☐ Poor ☐ Loose/Missing

Handrail ☒ Satisfactory ☐ Marginal ☐ Poor ☐ Safety hazard ☐ Hand Rail/Railing/Balusters recommended

Risers/Treads ☒ Satisfactory ☐ Marginal ☐ Poor ☐ Risers/Treads uneven ☐ Trip hazard

Photos

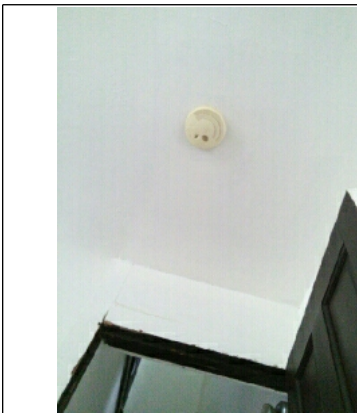


Smoke/Carbon Monoxide detectors

Smoke Detector ☒ Present ☐ Not Present Operable: ☐ Yes ☒ No ☐ Not tested ☐ Recommend additional
☐ Safety Hazard

CO Detector ☒ Present ☐ Not Present Operable: ☐ Yes ☒ No ☐ Not tested ☐ Recommend additional
☐ Safety Hazard

Photos



Attic/Structure/Framing/Insulation

Access ☒ Stairs ☐ Pulldown ☐ Scuttlehole/Hatch ☐ No Access Other: . Access limited by:

Inspected from ☐ Access panel ☒ In the attic ☐ Other

Location ☐ Hallway ☒ Bedroom Closet ☐ Garage ☐ Other

Flooring ☐ Complete ☒ Partial ☐ None

Insulation ☒ Fiberglass ☐ Batts ☒ Loose ☐ Cellulose ☐ Foam ☐ Other ☐ Vermiculite ☐ Rock wool
Depth: ☒ Damaged ☐ Displaced ☒ Missing ☐ Compressed ☒ Recommend additional insulation

Installed in ☒ Rafters/Trusses ☐ Walls ☐ Between ceiling joists ☒ Underside of roof deck ☐ Not Visible

Interior

Attic/Structure/Framing/Insulation cont.

Vapor barriers ☒ Kraft/foil faced ☐ Plastic sheeting ☐ Not Visible ☐ Improperly installed

Ventilation ☐ Ventilation appears adequate ☒ Recommend additional ventilation ☐ Recommend baffles at eaves

Fans exhausted to Attic: ☐ Yes ☒ No ☐ Recommend repair Outside: ☐ Yes ☐ No ☐ Not Visible

HVAC Duct ☒ N/A ☐ Satisfactory ☐ Damaged ☐ Split ☐ Disconnected ☐ Leaking ☐ Repair/Replace
☐ Recommend Insulation

Chimney chase ☐ N/A ☐ Satisfactory ☐ Needs repair ☒ Not Visible

Structural problems observed ☐ Yes ☐ No ☐ Recommend repair ☒ Recommend structural engineer

Roof structure ☒ Rafters ☒ Trusses ☒ Wood ☒ Metal ☐ Collar ties ☐ Purlins ☐ Knee wall ☐ Not Visible Other:

Ceiling joists ☒ Wood ☐ Metal ☐ Not Visible

Sheathing ☐ Plywood ☒ OSB ☐ Planking ☐ Rotted ☐ Stained ☐ Delaminated

Evidence of condensation ☒ Yes ☐ No

Evidence of moisture ☒ Yes ☐ No

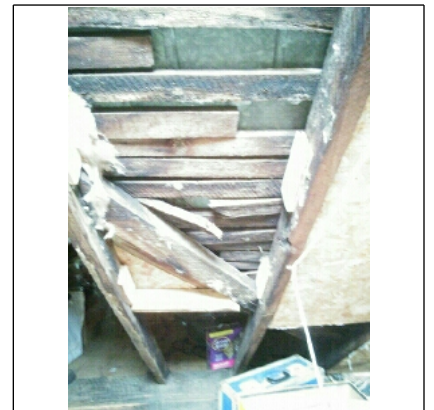
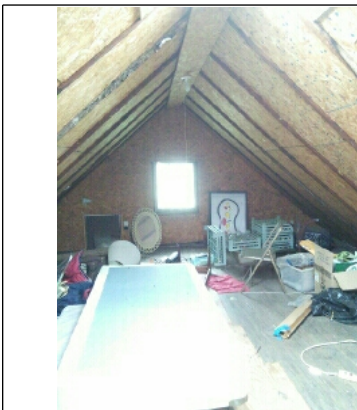
Evidence of leaking ☒ Yes ☐ No

Firewall between units ☒ N/A ☐ Yes ☐ No ☐ Needs repair/sealing

Electrical ☐ No apparent defects ☐ Open junction box(es) ☒ Handyman wiring
☒ Knob and tube covered with insulation ☐ Safety Hazard

Comments Sheathing, examined from the attic, had some water damage, recommend repair
Knob and tube wiring covered with insulation not recommended. Recommend electrician evaluate

Photos



Interior



Basement

Stairs

Condition ☐ Satisfactory ☐ Marginal ☒ **Poor** ☐ Typical wear and tear ☐ Need repair ☐ Risers Uneven
☐ Safety Hazard

Handrail ☐ Yes ☒ No Condition: ☐ Satisfactory ☐ Loose ☐ Handrail/Railing/Balusters recommended

Headway over stairs ☐ Satisfactory ☒ Low clearance ☐ Safety hazard

Foundation

Condition ☐ Satisfactory ☒ **Marginal** ☒ Have evaluated ☐ Monitor ☐ Not Elevated

Material ☐ ICF ☐ Brick ☒ Concrete block ☒ Stone Masonry ☐ Poured concrete ☐ wood

Horizontal cracks ☐ None ☒ North ☒ South ☐ East ☐ West

Step cracks ☐ None ☐ North ☒ South ☐ East ☐ West

Vertical cracks ☐ None ☐ North ☒ South ☐ East ☐ West

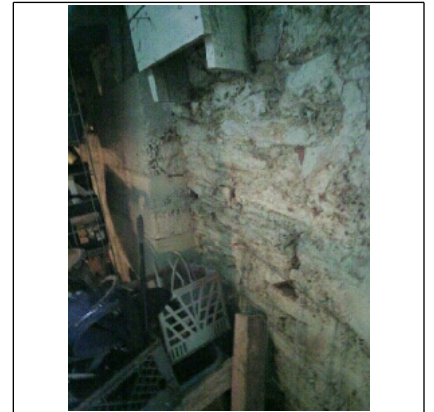
Covered walls ☒ None ☐ North ☐ South ☐ East ☐ West

Movement apparent ☐ None ☒ North ☒ South ☐ East ☐ West

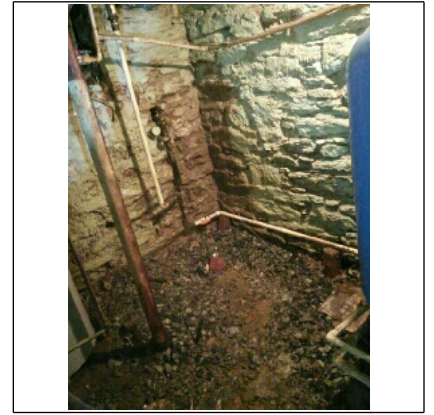
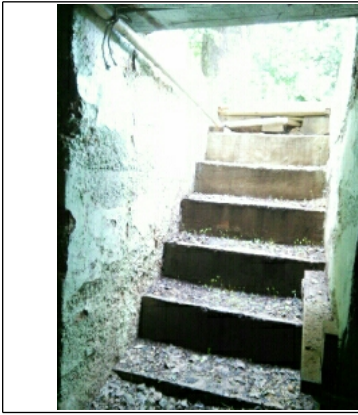
Indication of moisture ☒ Yes ☐ No ☐ Fresh ☐ Old stains

Comments Recommended to evaluate and correct as needed

Photos



Basement



Floor

Material ☐ Concrete ☒ Dirt/Gravel ☐ Not Visible Other: .
Condition ☐ Satisfactory ☒ Marginal ☐ Poor ☐ Typical cracks ☐ Not Visible

Seismic bolts

☒ N/A ☐ None visible

Drainage

Sump pump ☒ Yes ☐ No ☐ Working ☐ Not working ☐ Needs cleaning ☐ Pump not tested
Floor drains ☐ Yes ☒ Not Visible ☐ Drains not tested

Girders/Beams

Condition ☐ Satisfactory ☒ Marginal ☐ Poor ☒ Stained/Rusted
Material ☒ Steel ☒ Wood ☐ Concrete ☐ LVL ☐ Not Visible

Columns

Condition ☐ Satisfactory ☐ Marginal ☐ Poor ☒ Stained/Rusted
Material ☒ Steel ☐ Wood ☐ Concrete ☐ Block ☐ Not Visible

Joists

Condition ☐ Satisfactory ☒ Marginal ☐ Poor
Material ☒ Wood ☐ Steel ☐ Truss ☐ Not Visible ☐ 2x8 ☐ 2x10 ☐ 2x12 ☐ Engineered I-Type
☐ Sagging/altered joists

Subfloor

Condition ☐ Satisfactory ☒ Marginal ☐ Poor ☒ Indication of moisture stains/rotting

Crawl Space

Crawl space

Type ☐ Full crawlspace ☒ Combination basement/crawl space/slab

Conditioned (heated/cooled) ☐ Yes ☒ No

Photos

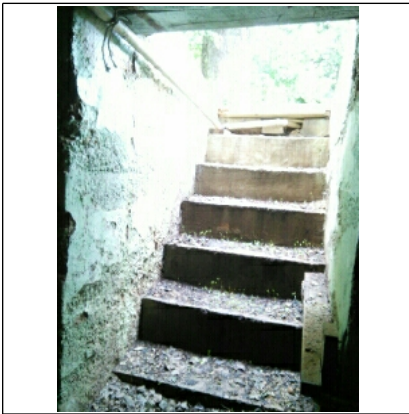


Access

Location ☒ Exterior ☐ Interior hatch/door ☐ Via basement ☐ No access

Inspected from ☐ Access panel ☒ In the crawl space

Photos



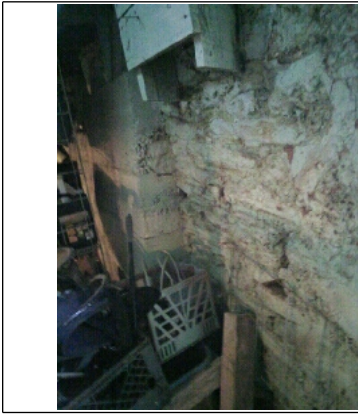
Foundation walls

Condition ☐ Satisfactory ☐ Marginal ☒ Have Evaluated ☐ Monitor ☐ Cracks ☐ Movement

Material ☒ Concrete block ☐ Poured concrete ☒ Stone ☐ ICF ☐ Wood ☐ Brick

Photos

Crawl Space



Floor

Material

☐ Concrete ☒ Gravel ☐ Dirt Other: .

Condition

☒ Typical cracks ☐ Not Visible ☐ Vapor barrier present

Photos



Seismic bolts

☒ N/A ☐ None visible

Drainage

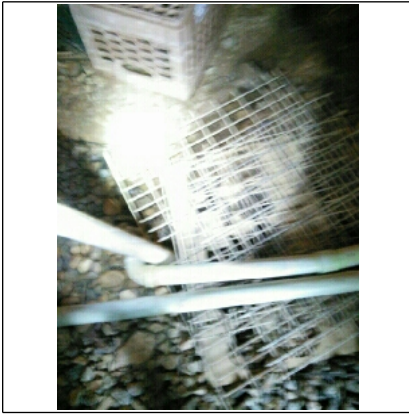
Sump pump ☒ Yes ☐ No Operable: ☒ Yes ☐ No ☐ Pump not tested

Standing water ☒ Yes ☐ No ☐ Not Visible

Evidence of moisture damage ☒ Yes ☐ No

Photos

Crawl Space



Ventilation

☒ N/A

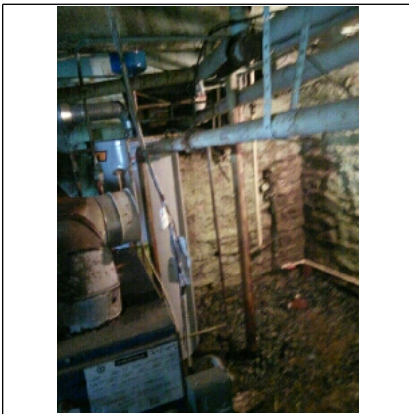
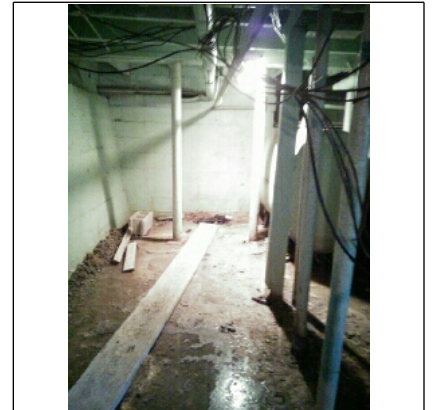
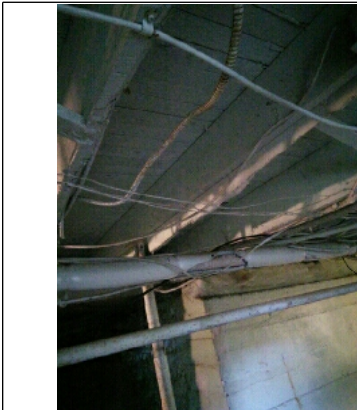
Location ☐ Wall vents ☐ Power vents ☒ None apparent

Girders/Beams/Columns

Material ☒ Steel ☒ Wood ☐ Masonry

Condition ☐ Satisfactory ☒ Marginal ☐ Poor ☐ Not Visible ☒ Sagging/Altered

Photos



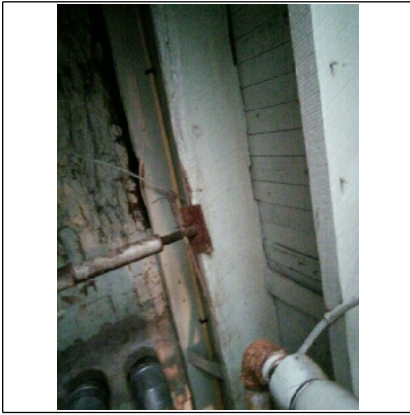
Joists

Material ☐ Wood ☐ Steel ☐ Truss ☐ Not Visible ☐ 2x8 ☒ 2x10 ☐ 2x12 ☐ Engineered I-Type
☐ Sagging/Altered joists

Condition ☐ Satisfactory ☒ Marginal ☐ Poor

Photos

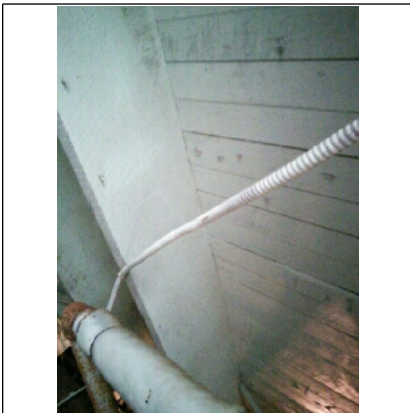
Crawl Space



Subfloor

Condition ☒ Indication of moisture stains/rotting

Photos



Insulation

☒ None

Type ☐ Fiberglass ☐ Cellulose ☐ Rockwool ☐ Foam ☒ Not Visible

Vapor barrier

Present ☐ Yes ☒ No ☐ Not Visible ☐ Improperly installed

Material ☐ Kraft/foil faced ☐ Plastic ☒ Not Visible Other: .

Condition ☐ Satisfactory ☒ Marginal ☐ Poor

Plumbing

Water service

Main shut-off location In the basement

Water entry piping ☐ Not Visible ☒ Copper/Galv. ☐ PVC Plastic ☐ CPVC Plastic ☐ Polybutylene Plastic
☐ PEX Plastic ☐ Lead ☐ Polyethylene

Lead other than solder joints ☐ Yes ☒ No ☐ Unknown ☐ Service entry

Visible water distribution piping ☒ Copper ☐ Galvanized ☒ PVC Plastic ☐ CPVC Plastic ☐ Polybutylene Plastic
☐ PEX Plastic Other: .

Condition ☐ Satisfactory ☒ Marginal ☐ Poor

Flow ☐ Satisfactory ☐ Marginal ☐ Poor ☐ Water pressure over 80 psi ☐ Recommend plumber evaluate
☒ Recommend pressure regulator

Pipes Supply/Drain ☒ Corroded ☐ Leaking ☒ Valves broken/missing ☐ Dissimilar metal Cross connection: ☐ Yes
☒ No ☐ Safety Hazard ☐ Recommend repair ☐ Recommend a dielectric union ☐ Satisfactory

Drain/Waste/Vent pipe ☐ Copper ☒ Cast iron ☐ Galvanized ☐ PVC ☐ ABS ☐ Brass

Condition ☐ Satisfactory ☒ Marginal ☐ Poor

Support/Insulation ☐ N/A
 Type: Metal strapping

Traps proper P-Type ☒ Yes ☐ No ☐ P-traps recommended

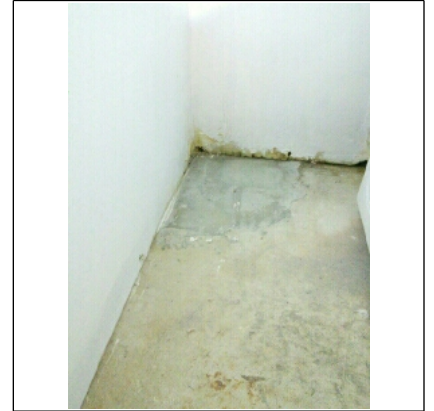
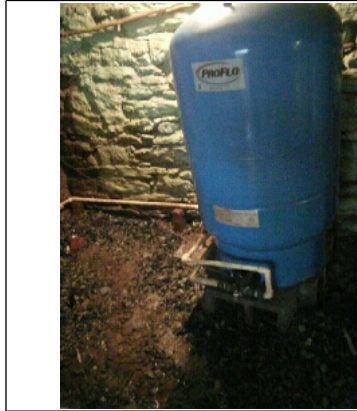
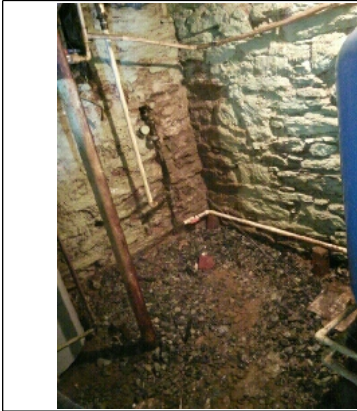
Drainage ☒ Satisfactory ☐ Marginal ☐ Poor

Interior fuel storage system ☐ N/A ☒ Yes ☐ No Leaking: ☐ Yes ☒ No

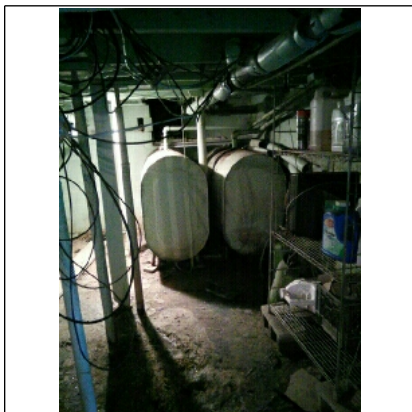
Fuel line ☐ N/A ☐ Copper ☐ Brass ☒ Black iron ☐ Stainless steel ☐ CSST ☒ Not Visible ☐ Galvanized
☐ Recommend CSST be properly bonded

Condition ☐ N/A ☐ Satisfactory ☒ Marginal ☐ Poor ☒ Recommend plumber evaluate

Photos



Plumbing



Main fuel shut-off location

Location Outside at curbside

Well pump

☒ N/A

Sanitary/Grinder pump

☒ N/A Operable: ☐ Yes ☐ No

Water heater #1

General

Brand Name: State
Serial #: 19341161099
Capacity: 40
Approx. age: 2

Type

☒ Gas ☐ Electric ☐ Oil ☐ LP Other: .

Combustion air venting present ☒ Yes ☐ No ☐ N/A

Seismic restraints needed ☐ Yes ☐ No ☒ N/A

Relief valve

☒ Yes ☐ No Extension proper: ☒ Yes ☐ No ☐ Missing ☐ Recommend repair
☐ Improper material

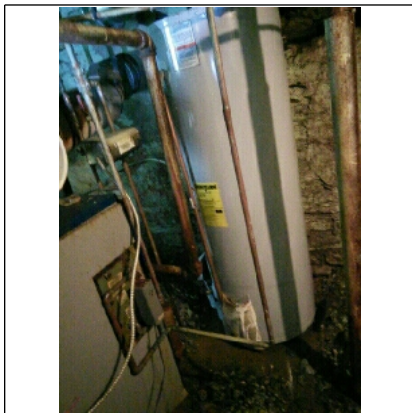
Vent pipe

☐ N/A ☒ Satisfactory ☐ Pitch proper ☐ Improper ☐ Rusted ☐ Recommend repair

Condition

☒ Satisfactory ☐ Marginal ☐ Poor

Photos



Water heater #2

☒ N/A

Plumbing

Water softener

☐ None

Loop installed ☒ Yes ☐ No

Plumbing hooked up ☒ Yes ☐ No

Plumbing leaking ☒ Yes ☐ No

Heating System

Heating system

Unit #2 ☒ None
 Brand name:
 Approx. age:
☐ Unknown
 Model #:
 Serial #: ☐ Satisfactory ☐ Marginal ☐ Poor ☐ Recommended HVAC technician examine

Combustion air venting present ☐ N/A ☒ Yes ☐ No

Controls Disconnect: ☒ Yes ☐ No ☒ Normal operating and safety controls observed Gas shut off valve:
☒ Yes ☐ No

Distribution ☒ Metal duct ☐ Insulated flex duct ☐ Cold air returns ☐ Duct board ☐ Asbestos-like wrap
☐ Safety Hazard

Flue piping ☐ N/A ☐ Satisfactory ☒ Rusty ☐ Improper slope ☐ Safety hazard ☐ Recommend repair/replace

Filter ☒ Standard ☐ Electrostatic ☐ Satisfactory ☐ Needs cleaning/replacement ☐ Missing
☐ Electronic (not tested)

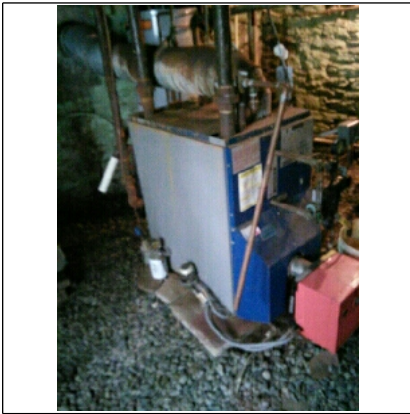
When turned on by thermostat ☒ Fired ☐ Did not fire Proper operation: ☐ Yes ☐ No ☐ Not tested

Heat pump ☒ N/A ☐ Supplemental electric ☐ Supplemental gas

Sub-slab ducts ☒ N/A ☐ Satisfactory ☐ Marginal ☐ Poor Water/Sand Observed: ☐ Yes ☒ No

System not operated due to ☒ N/A ☐ Exterior temperature Other: .

Photos



Boiler system

General Brand name: Columbia
 Approx. age: 15
 Model #: CSFH7275SIB
 Serial #: UOD30964

Energy source ☐ Gas ☐ LP ☐ Oil ☒ Electric ☐ Solid fuel

Distribution ☐ Hot water ☒ Baseboard ☐ Steam ☒ Radiator ☐ Radiant floor

Circulator ☐ Pump ☒ Gravity ☐ Multiple zones

Controls Temp/pressure gauge exist: ☒ Yes ☐ No Operable: ☒ Yes ☐ No

Oil fired units Disconnect: ☒ Yes ☐ No

Combustion air venting present ☒ Yes ☐ No ☐ N/A

Relief valve ☒ Yes ☐ No ☐ Missing Extension proper: ☒ Yes ☐ No ☐ Recommend repair/replace

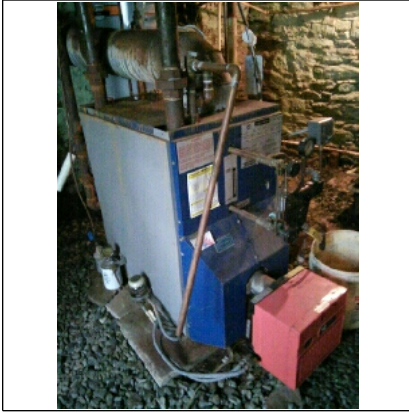
Operated When turned on by thermostat: ☒ Fired ☐ Did not fire

Heating System

Boiler system cont.

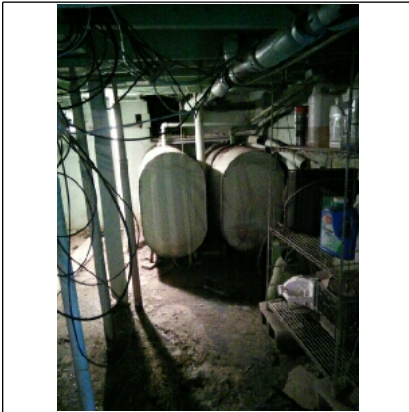
Operation Satisfactory: ☒ Yes ☐ No ☒ Recommend HVAC technician examine before closing

Photos



Other systems

Photos



Electric/Cooling System

Main panel

Location Basement

Condition ☒ Satisfactory ☐ Poor

Adequate Clearance to Panel ☒ Yes ☐ No

Amperage/Voltage ☒ Unknown ☐ 60a ☐ 100a ☐ 150a ☐ 200a ☐ 400a ☐ 120v/240v

Breakers/Fuses ☒ Breakers ☐ Fuses

Appears grounded ☒ Yes ☐ No ☐ Not Visible

GFCI breaker ☐ Yes ☒ No Operable: ☐ Yes ☐ No

AFCI breaker ☐ Yes ☒ No Operable: ☐ Yes ☐ No ☐ Not Tested

Main wire ☐ Copper ☒ Aluminum ☐ Not Visible ☐ Double tapping of the main wire Condition: ☒ Satisfactory
☐ Marginal ☐ Poor

Branch wire ☒ Copper ☐ Aluminum ☐ Solid Branch Aluminum Wiring ☐ Not Visible ☐ Safety Hazard

Branch wire condition ☐ Satisfactory ☐ Poor ☐ Recommend electrician evaluate/repair ☒ Romex ☒ BX cable
☐ Conduit ☒ Knob/Tube ☐ Double tapping ☐ Wires undersized/oversized breaker/fuse
☐ Panel not accessible ☐ Not evaluated
Reason:

Comments Panel size was marginal and may need to be upgraded for future needs.

Sub panel(s)

☒ None apparent

Evaporator Coil Section Unit #1

☒ N/A

Evaporator Coil Section Unit #2

☒ N/A

Living Room

Living Room

Location First floor

Walls & Ceiling ☐ Satisfactory ☒ Marginal ☐ Poor ☐ Typical cracks ☐ Damage

Moisture stains ☒ Yes ☐ No

Where:

Floor ☐ Satisfactory ☒ Marginal ☐ Poor ☐ Squeaks ☐ Slopes ☐ Tripping hazard

Ceiling fan ☒ None ☐ Satisfactory ☐ Marginal ☐ Poor ☐ Recommend repair/replace

Electrical Switches: ☒ Yes ☐ No ☒ Operable Receptacles: ☒ Yes ☐ No ☒ Operable
Open ground/Reverse polarity: ☐ Yes ☒ No ☐ Safety hazard ☐ Cover plates missing

Heating source present ☒ Yes ☐ No Holes: ☐ Doors ☐ Walls ☐ Ceilings

Doors ☐ None ☐ Satisfactory ☒ Marginal ☐ Poor ☐ Cracked glass ☐ Broken/Missing hardware

Windows ☐ None ☐ Satisfactory ☒ Marginal ☐ Poor ☐ Cracked glass ☐ Evidence of leaking insulated glass
☐ Broken/Missing hardware

Dining Room

Dining Room

Location First floor

Walls & Ceiling ☐ Satisfactory ☒ Marginal ☐ Poor ☐ Typical cracks ☐ Damage

Moisture stains ☒ Yes ☐ No

Where:

Floor ☐ Satisfactory ☒ Marginal ☐ Poor ☐ Squeaks ☐ Slopes ☐ Tripping hazard

Ceiling fan ☒ None ☐ Satisfactory ☐ Marginal ☐ Poor ☐ Recommend repair/replace

Electrical Switches: ☒ Yes ☐ No ☐ Operable Receptacles: ☒ Yes ☐ No ☒ Operable
Open ground/Reverse polarity: ☐ Yes ☒ No ☐ Safety hazard ☐ Cover plates missing

Heating source present ☒ Yes ☐ No Holes: ☐ Doors ☐ Walls ☐ Ceilings

Doors ☐ None ☐ Satisfactory ☒ Marginal ☐ Poor ☐ Cracked glass ☐ Broken/Missing hardware

Windows ☐ None ☐ Satisfactory ☒ Marginal ☐ Poor ☐ Cracked glass ☐ Evidence of leaking insulated glass
☐ Broken/Missing hardware

Room (1)

Room

Location Second floor

Type BEDROOM

Walls & Ceiling ☐ Satisfactory ☒ Marginal ☐ Poor ☐ Typical cracks ☐ Damage

Moisture stains ☒ Yes ☐ No

Where:

Floor ☐ Satisfactory ☒ Marginal ☐ Poor ☐ Squeaks ☐ Slopes ☐ Tripping hazard

Ceiling fan ☒ None ☐ Satisfactory ☐ Marginal ☐ Poor ☐ Recommend repair/replace

Electrical Switches: ☒ Yes ☐ No ☒ Operable Receptacles: ☒ Yes ☐ No ☒ Operable
Open ground/Reverse polarity: ☐ Yes ☒ No ☐ Safety hazard ☐ Cover plates missing

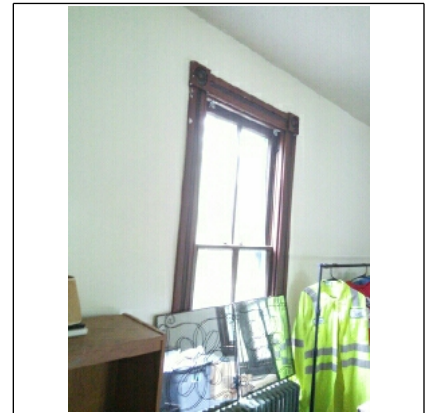
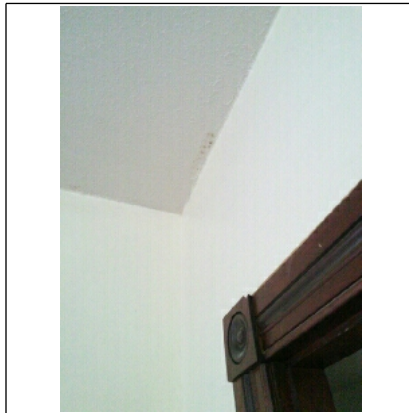
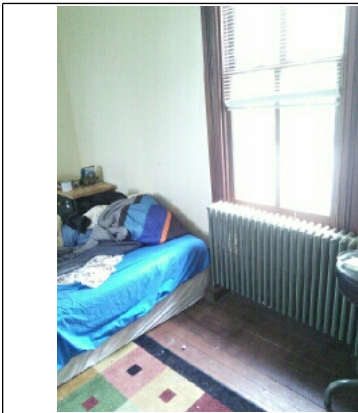
Heating source present ☒ Yes ☐ No Holes: ☐ Doors ☐ Walls ☐ Ceilings

Bedroom Egress restricted ☐ N/A ☐ Yes ☒ No

Doors ☐ None ☐ Satisfactory ☒ Marginal ☐ Poor ☐ Cracked glass ☒ Broken/Missing hardware

Windows ☐ None ☐ Satisfactory ☒ Marginal ☐ Poor ☐ Cracked glass ☐ Evidence of leaking insulated glass
☒ Broken/Missing hardware

Photos



Room (1)

Room

Location First floor

Type BEDROOM

Walls & Ceiling ☐ Satisfactory ☒ Marginal ☐ Poor ☐ Typical cracks ☐ Damage

Moisture stains ☒ Yes ☐ No

Where:

Floor ☒ Satisfactory ☐ Marginal ☐ Poor ☐ Squeaks ☐ Slopes ☐ Tripping hazard

Ceiling fan ☒ None ☐ Satisfactory ☐ Marginal ☐ Poor ☐ Recommend repair/replace

Electrical Switches: ☒ Yes ☐ No ☒ Operable Receptacles: ☒ Yes ☐ No ☒ Operable
Open ground/Reverse polarity: ☐ Yes ☒ No ☐ Safety hazard ☐ Cover plates missing

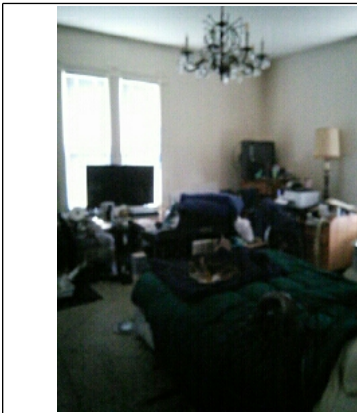
Heating source present ☒ Yes ☐ No Holes: ☐ Doors ☐ Walls ☐ Ceilings

Bedroom Egress restricted ☐ N/A ☐ Yes ☒ No

Doors ☐ None ☐ Satisfactory ☒ Marginal ☐ Poor ☐ Cracked glass ☐ Broken/Missing hardware

Windows ☐ None ☐ Satisfactory ☒ Marginal ☐ Poor ☐ Cracked glass ☐ Evidence of leaking insulated glass
☐ Broken/Missing hardware

Photos









Grounds Remarks

Service Walks/Driveways

Spalling concrete cannot be patched with concrete because the new will not bond with the old. Water will freeze between the two layers, or the concrete will break up from movement or wear. Replacement of the damaged section is recommended. Walks or driveways that are close to the property should be properly pitched away to direct water away from the foundation. Asphalt driveways should be kept sealed and larger cracks filled.

PATIOS

Patios that have settled towards the structure should be mudjacked or replaced to assure proper pitch. Improperly pitched patios are one source of wet basements/crawlspaces.

All surfaces of untreated wood need regular applications of paint or special chemicals to resist damage. Porch or deck columns and fence posts which are buried in the ground and made of untreated wood will become damaged within a year or two.

Decks that are not painted or stained should be treated with a water sealer as needed.

GRADING AND DRAINAGE

Any system of grading or landscaping that creates positive drainage (moving water away from the foundation walls) will help to keep a basement and crawlspace dry. Where negative grade exists and additional backfill is suggested, it may require digging out around the property to get a proper pitch. Dirt shall be approximately 6" below the bottom sill and should not touch wood surfaces.

Flower beds, loose mulched areas, railroad ties and other such landscaping items close to the foundation trap moisture and contribute to wet basements. To establish a positive grade, a proper slope away from the house is 1" per foot for approximately 5-6 feet. Recommend ground cover planting or grass up to foundation.

ROOF AND SURFACE WATER CONTROL

Roof and surface water must be controlled to maintain a dry basement and crawlspace. This means keeping gutters cleaned out, maintaining proper slope, extending downspouts, installing splashblocks, and building up the grade so that roof and surface water is diverted away from the building.

WINDOW WELLS

The amount of water which enters a window well from falling rain is generally slight, but water will accumulate in window wells if the yard is improperly graded. Plastic window well covers are useful in keeping out leaves and debris.

RETAINING WALLS

Retaining walls deteriorate because of excessive pressure buildup behind them, generally due to water accumulation. Conditions can often be improved by excavating a trench behind the retaining wall and filling it with coarse gravel. Drain holes through the wall will then be able to relieve the water pressure.

Retaining walls sometime suffer from tree root pressure or from general movement of topsoil down the slope. Normally, these conditions require rebuilding the retaining wall.

RAILINGS

It is recommended that railings be installed for any stairway over 3 steps and porches over 30" for safety reasons. Balusters for porches, balconies, and stairs should be close enough to assure children cannot squeeze through. Building standards are a maximum of 4" spacing between balusters.

Roof Remarks

Valleys and Flashings that are covered with shingles and/or tar or any other material are considered not visible.

Tar and Gravel Roofs - This type of covering on a pitched roof requires ongoing annual maintenance. We recommend that a roofing contractor evaluate this type of roof. Infra-red photography is best used to determine areas of potential leaks.

Flat roofs are very vulnerable to leaking. It is very important to maintain proper drainage to prevent the ponding of water. We recommend that a roofing contractor evaluate this type of roof.

ROOF TYPE	LIFE EXPECTANCY
<i>Asphalt 3 tab Shingles</i>	15-20 years
<i>Asphalt Multi-Thickness Shingles*</i>	20-30 years
<i>Asphalt Interlocking Shingles*</i>	15-25 years
<i>Asphalt Rolls</i>	10 years
<i>Built-up Roofing</i>	10-20 years
<i>Wood Shingles*</i>	10-40 years ¹
<i>Clay Tiles*, Cement Tiles*</i>	20 + years 20 + years
<i>Slate Shingles*</i>	30-100 years ²
<i>Asbestos Cement Shingles*</i>	30-75 years
<i>Metal Roofing</i>	15-40 + years
<i>Single Ply Membrane</i>	15-25 years
<i>Polyurethane with Elastomeric Coating</i>	10-40 years ¹

* Not recommended for use on low slope roof

¹ Depending on local conditions and proper installation

² Depending on quality of slate

Roof coverings should be visually checked in the spring and fall for any visible missing shingles, damaged coverings or other defects. Before re-roofing, the underside of the roof structure and roof sheathing should be inspected to determine that the roof structure can support the additional weight of the shingles.

Wood shakes and shingles will vary in aging, due to the quality of the material, installation, maintenance, and surrounding shade trees. Ventilation and drying of the wood material is critical in extending the life expectancy of the wood. Commercial preservatives are available on the market, which could be applied to wood to impede deterioration.

Exterior Remarks

CHIMNEYS

Chimneys built of masonry will eventually need tuckpointing. A cracked chimney top that allows water and carbonic acid to get behind the surface brick/stone will accelerate the deterioration. Moisture will also deteriorate the clay flue liner. Periodic chimney cleaning will keep you apprised of the chimney's condition. The flashing around the chimney may need resealing and should be inspected every year or two. Fireplace chimneys should be inspected and evaluated by a chimney professional before using. Chimneys must be adequate height for proper drafting. Spark arrestors are recommended for a wood burning chimney, and chimney caps for fossil fuels.

Unlined Chimney - should be re-evaluated by a chimney technician. Have flue cleaned and re-evaluated. The flue lining is covered with soot or creosote and no representation can be made as to the condition.

NOT EVALUATED

The flue was not evaluated due to inaccessibility such as roof pitch, cap, cleanout not accessible, etc.

CRICKET FLASHING

Small, sloped structure made of metal and designed to drain moisture away from a chimney. Usually placed at the back of a chimney. The latest building standards state a cricket flashing is required if the chimney chase is 30" or wider.

GUTTERS AND DOWNSPOUTS

This is an extremely important element in basement/crawlspace dampness control. Keep gutters clean and downspout extensions in place (6' or more). Paint the inside of galvanized gutters, which will extend the life. Shortly after a rain or thaw in winter, look for leaks at seams in the gutters. These can be recaulked before they cause damage to fascia or soffit boards. If no gutters exist, it is recommended that they be added.

SIDING

Wood siding should not come in contact with the ground. The moisture will cause rotting to take place and can attract carpenter ants. Brick and stone veneer must be monitored for loose or missing mortar. Some brick and stone are susceptible to spalling. This can be caused when moisture is trapped and a freeze/thaw situation occurs. There are products on the market that can be used to seal out the moisture. This holds true for brick and stone chimneys also. Metal siding will dent and scratch. Oxidation is a normal reaction in aluminum. There are good cleaners on the market and it is recommended that they be used occasionally. Metal siding can be painted.

EIFS

This type of siding is a synthetic stucco and has experienced serious problems. It requires a certified EIFS inspector to determine condition.

DOORS AND WINDOWS

These can waste an enormous amount of energy. Maintain the caulking around the frames on the exterior. Check for drafts in the winter and improve the worst offenders first. Windows that have leaky storm windows will usually have a lot of sweating. Likewise, well-sealed storms that sweat indicate a leaky window. It is the tighter unit that will sweat (unless the home has excess humidity to begin with).

Wood that exhibits blistering or peeling paint should be examined for possible moisture sources: roof leaks, bad gutters, interior moisture from baths or laundry or from a poorly vented crawl space. Some paint problems have nological explanation, but many are a symptom of an underlying problem. A freshly painted house may mask these symptoms, but after you have lived in the home for a year or two, look for localized paint blistering (peeling).

New glazing will last longer if the raw wood is treated with boiled linseed oil prior to glazing. It prevents the wood from drawing the moisture out of the new glazing.

CAULKING

Many different types of caulk are available on the market today. Check with a paint or hardware store for the kind of application you need.

Electrical/A/C – Heat Pump Remarks

EXTERIOR DOORS

The exposed side of exterior wood doors needs to be painted or properly stained and varnished to prevent discoloring and delamination. Weatherstripping is a must to prevent drafts.

ELECTRICAL

It is recommended that exterior receptacles be GFCI protected and that you test (and reset) them monthly. When you push the test button, the reset button should pop out, shutting off power to the receptacle. If it doesn't, the breaker is not working properly. If you don't test them once a month, the GFCI receptacles have a tendency to stick and may not protect you when needed.

If you have overhead service conductors leading to the house they should be a minimum of 10' above walkways and the yard and 12' above driveways. Wires that are too low need to be repaired either by the power company or a qualified licensed electrical contractor.

A/C –HEAT PUMP

The circuit breakers to A/C should be on for a minimum of 24 hours and the outside temperature at least 60 degrees for the past 24 hours or an A/C system otherwise potential damage to the system may occur. We recommend checking the instructions in your A/C manual before starting the unit up in summer. A heat pump should only be tested in the mode it's running in. Outside temperature should be at least 65 degrees for the past 24 hours to run in cooling mode.

Temperature differential, between 14-22 degrees, is usually acceptable. If this is out of range, have an HVAC contractor examine it. It isn't always feasible to do a temperature differential due to high humidity, low outside temperature, etc.

A/C CONDENSOR COIL

They should be kept clear from overgrown foliage. Clearance requirements vary, but 2' on all sides should be considered minimal with up to 6' of air discharge desirable. If clothes dryers vent within 5-10', either relocate the vent or do not run the dryer when the A/C is running. The lint can quickly reduce the efficiency of the A/C unit.

Garage/Carport Remarks

OVERHEAD DOOR OPENERS

We recommend that a separate electrical outlet be provided. Openers that do not have a **safety reverse** are considered a safety hazard. Small children and pets are especially vulnerable. We recommend the operating switches be set high enough so children cannot reach them. If an electric sensor is present, it should be tested occasionally to ensure it is working.

GARAGE SILL PLATES

Garage sill plates should be elevated or treated lumber should be used. If this is not the case, periodically monitor the sill plates for damage.

BURNERS

Any appliance such as a water heater, furnace, etc. should have the flame a minimum of 18" above the floor. Any open flame less than 18" from the floor is a potential safety hazard. The appliance should also be protected from vehicle damage. Elevation of the ignition source is not required for appliances that are listed as a flammable vapor ignition resistant.

Water Heaters

Many electric water heaters thermostats have enclosed contacts, but they are not sealed gas tight. Therefore if an electric water heater unit with an ignition source located less than 18" from the bottom of the unit, it is required that the unit be elevated so the ignition source is at least 18" above the garage floor. Electric water heaters having all switching controls above 18" from the bottom of the water heater are not required to be elevated.

Interior Kitchen Remarks

PLASTER ON WOOD LATH

Plaster on wood lath is an old technique and is no longer in general use. Wood lath shrinks with time and the nails rust and loosen. As a result, the plaster may become fragile and caution is needed in working with this type of plastering system. Sagging ceilings are best repaired by laminating drywall over the existing plaster and screwing it to the ceiling joists.

PLASTER ON GYPSUM LATH (ROCK LATH)

Plaster on gypsum lath will sometimes show the seams of the 16" wide gypsum lath, but this does not indicate a structural fault.

WOOD FLOORING

Always attempt to clean wood floors first before making the decision to refinish the floor. Wax removers and other mild stripping agents plus a good waxing and buffing will usually produce satisfactory results. Mild bleaching agents help remove deep stains. Sanding removes some of the wood in the floor and can usually be done safely only once or twice in the life of the floor, depending on the wood thickness. Wood laminate floors cannot be sanded.

NAIL POPS

Drywall nail pops are due to normal expansion and contraction of the wood members to which the drywall is nailed and are usually of no structural significance. In newer homes and remodels they use screws instead of nails so nail popping is becoming less common in homes.

CARPETING

Where carpeting has been installed, the materials and condition of the floor underneath cannot be determined.

APPLIANCES

(If report indicated appliances were operated, the following applies) Dishwashers are tested to see if the motor operates and water sprays properly. Stoves are tested to see that burners are working and that the oven and broiler get hot. Timer and controls are not tested. Refrigerators are not tested. Most new Dishwashers have the drain line looped automatically and may not be visible on the day of inspection. It is essential for the dishwasher drain line to have an anti-siphon break to prevent backflow. A drain line loop or Dishwasher air gap should be installed if found to be missing. No representation is made to continued life expectancy of any appliance.

ASBESTOS AND OTHER HAZARDS

Asbestos fibers in some form are present in many older homes, but are often not visible and cannot be identified without testing.

If there is reason to suspect that asbestos may be present and if it is of particular concern, a sample of the material in question may be removed and analyzed in a laboratory. However, detecting or inspecting for the presence or absence of asbestos is not a part of our inspection.

Also excluded from this inspection and report are the possible presence of, or danger from, radon gas, lead-based paint, urea formaldehyde, toxic or flammable chemicals and all other similar or potentially harmful substances and environmental hazards.

WINDOWS

A representative number of windows are inspected.

Bathroom(s) Remarks

STALL SHOWER

A metal shower pan in a stall shower has a potential or probable life of 10-20 years depending on quality of the pan installed. Although a visible inspection is made to determine whether a shower pan is currently leaking, it cannot be stated with certainty that no defect is present or that one may not soon develop. Shower pan leaks often do not show except when the shower is in actual use. New shower pans use a waterproof material underneath that doesn't have the same problems as the older metal shower pans.

CERAMIC TILE

Bathroom tile installed in a mortar bed is excellent. It is still necessary to keep the joint between the tile and the tub/shower caulked or sealed to prevent water spillage from leaking through and damaging the ceilings below.

Ceramic tile is often installed in mastic. It is important to keep the tile caulked or water will seep behind the tile and cause deterioration in the wallboard. Special attention should be paid to the area around faucets and other tile penetrations.

EXHAUST FANS

Bathrooms with a shower should have exhaust fans when possible. This helps to remove excess moisture from the room, preventing damage to the ceiling and walls and wood finishes. The exhaust fan should not be vented into the attic. The proper way to vent the fan(s) is to the outside. Running the vent pipe horizontally and venting into a gable end or soffit with a proper end fitting is preferred. Running the vent pipe vertically through the roof may cause condensation to run down the vent pipe, rusting the fan and damaging the wallboard. Insulating the vent pipe in the attic will help to reduce this problem. If there isn't a fan an operable window is also acceptable by the current building standards.

SLOW DRAINS

Slow drains on sinks, tubs, and showers are usually due to buildup of hair and soap scum. Most sink popups can be easily removed for cleaning. Some tubs have a spring attached to the closing lever that acts as a catch for hair. It may require removing a couple of screws to disassemble. If you cannot mechanically remove the obstruction, be kind to your pipes. Don't use a caustic cleaner. There are several bacteria drain cleaners available. They are available at hardware stores in areas where septic tanks are used. These drain cleaners take a little longer to work, but are safe for you and your pipes.

SAFETY HAZARDS

Typical safety hazards found in bathrooms are open grounds or reverse polarity by water. Replacing these outlets with G.F.C.I.'s are recommended.

WHIRLPOOL TUBS

This relates to interior tubs hooked up to interior plumbing. Where possible, the motor will be operated to see that the jets are working. Hot tubs and spas are not inspected. There should also be an easy to access panel that can be removed to gain access to the motor

Interior Room(s) Remarks

DOOR STOPS

All swinging doors should be checked for door stops. Broken or missing door stops can result in door knobs breaking through drywall or plaster.

CLOSET GUIDES

Sliding closet doors should be checked to see that closet guides are in place. Missing or broken closet guides can cause scratches and damage to doors.

COLD AIR RETURNS

Bedrooms that do not have cold air returns in them should have a 3/4" gap under the doors to allow cold air to be drawn into the hall return.

AN INSPECTION VERSUS A WARRANTY

A home inspection is just what the name indicates, an inspection of a home...usually a home that is being purchased. The purpose of the inspection is to determine the condition of the various systems and structures of the home. While an inspection performed by a competent inspection company will determine the condition of the major components of the home, no inspection will pick up every minute latent defect. The inspector's ability to find all defects is limited by access to various parts of the property, lack of information about the property and many other factors. A good inspector will do his or her level best to determine the condition of the home and to report it accurately. The report that is issued is an opinion as to the condition of the home. This opinion is arrived at by the best technical methods available to the home inspection industry. It is still only an opinion.

A warranty is a policy sold to the buyer that warrants that specific items in the home are in sound condition and will remain in sound condition for a specified period of time. Typically, the warranty company never inspects the home. The warranty company uses actuarial tables to determine the expected life of the warranted items and charges the customer a fee for the warranty that will hopefully cover any projected loss and make a profit for the warranty seller. It is essentially an insurance policy.

The service that we have provided you is an inspection. We make no warranty of this property. If you desire warranty coverage, please see your real estate agent for details about any warranty plan to which their firm may have access.

WINDOW FRAMES AND SILLS

Window frames and sills are often found to have surface deterioration due to condensation that has run off the window and damaged the varnish. Usually this can be repaired with a solvent style refinisher and fine steel wool. This is sometimes a sign of excess humidity in the house. See comments regarding caulking doors and windows.

FIREPLACES

It is important that a fireplace be cleaned on a routine basis to prevent the buildup of creosote in the flue, which can cause a chimney fire. Masonry fireplace chimneys are normally required to have a terra cotta flue liner or 8 inches of masonry surrounding each flue in order to be considered safe and to conform with most building codes. During visual inspections, it is not uncommon to be unable to detect the absence of a flue liner either because of stoppage at the firebox, a defective damper or lack of access from the roof. Creosote buildup is common with wood burning fireplaces if not cleaned annually and the fireplace is used often. Metal Flues are also acceptable that service a fireplace.

WOODBURNERS

Once installed, it can be difficult to determine proper clearances for woodburning stoves. Manufacturer specifications, which are not usually available to the inspector, determine the proper installation. We recommend you ask the owner for paperwork, verifying that it was installed by a professional contractor.

VENTILATION

Ventilation is recommended at the rate of one square foot of vent area to 300 square feet of attic floor space, this being divided between soffit and rooftop. Power vents should ideally have both a humidistat and a thermostat, since ventilation is needed to remove winter moisture as well as summer heat. Evidence of condensation such as blackened roof sheathing, frost on nail heads, etc. is an indication that ventilation may have been or is blocked or inadequate.

INSULATION

The recommended insulation in the attic area is R-38 but varies depending on where you live, if the insulation is fiberglass approximately 12-17". If insulation is added, it is important that the ventilation is proper.

SMOKE DETECTORS

Smoke detectors should be tested monthly. At least one detector should be on each level, ideally in each bedroom as well. CO detectors are highly recommended.

VAPOR BARRIERS

The vapor barrier should be on the warm side of the surface (depending where you live.) Most older homes were built without vapor barriers. If the vapor barrier is towards the cold side of the surface, it should be sliced or removed. Most vapor barriers in the attic are covered by insulation and therefore, not visible.

SAFETY GLAZING

Safety glazing requirements vary depending on the age of the home. Every attempt is made to identify areas where the lack of safety glazing presents an immediate safety hazard, such as a shower door. In some older homes it is difficult to determine if safety glazing is present, since the glass is not marked. Therefore, no representation is made that safety glazing exists in all appropriate areas.

INSULATED GLASS

Broken seal in thermopane/insulated windows are not always visible nor detectible due to humidity and temperature changes during the day. Other factors such as window covering, dirty windows, and lack of accessibility, personal property placed in front of the windows all affect the view of the windows at the time of the inspection.

Basement Remarks

BASEMENT/CRAWLSPACE

Most block basements/crawlspace have step cracks in various areas. If little or no movement has occurred and the step cracks, are uniform, this is considered acceptable. Horizontal cracks in the third or fourth block down indicate the block has moved due to outside pressure. They can be attributed to many factors such as improper grading, improperly functioning gutter and downspout system, etc. Normally if little or no movement has taken place and proper grading and downspouts exist, this is considered acceptable. If the wall containing the stress crack(s) has moved considerably, this will require some method of reinforcement. Basements/crawlspace that have been freshly painted or tuckpointed should be monitored for movement. This will be indicated by cracks reopening. If cracks reappear, reinforcement may be necessary. Reinforcing a basement/crawlspace wall can become expensive.

FOUNDATION (COVERED WALLS)

Although an effort has been made to note any major inflections or weaknesses, it is difficult at best to detect these areas when walls are finished off, or basement/crawlspace storage makes areas inaccessible. **No representation is made as to the condition of these walls.**

INSULATED CONCRETE FORMS (ICF'S)

ICF's are formwork for concrete that stays in place as permanent building insulation for energy-efficient, cast-in-place, reinforced concrete walls, floors and roofs.

MONITOR

Indicates that the walls have stress cracks, but little movement has occurred. In our opinion, the cracks should be filled with mortar and the walls monitored for further movement and cracking. If additional movement or cracking occurs, reinforcement may be necessary.

HAVE EVALUATED

We recommend that the walls be re-evaluated by a structural engineer or basement/crawlspace repair company and estimates be obtained if work is required.

VAPOR BARRIER

Floors that are dirt or gravel should be covered with a vapor barrier and properly sealed.

MOISTURE PRESENT

Basement/crawlspace dampness is frequently noted in houses and in most cases the stains, moisture or efflorescence present is a symptom denoting that a problem exists outside the home. Usual causes are improper downspout extensions or leaking gutters and/or low or improper grade (including concrete surfaces) at the perimeter of the house. A proper slope away from the house is one inch per foot for five to six feet. **No representation is made to future moisture that may appear.**

PALMER VALVE

Many older homes have a valve in the floor drain. This drain needs to remain operational.

DRAIN TILE

We offer no opinion about the existence or condition of the drain tile, as it cannot be visibly inspected.

BASEMENT ELECTRICAL OUTLETS

We recommend that you have an outlet within 6' of each appliance. The appliance you plan to install may be different than what exists, therefore the inspection includes testing a representative number of receptacles that exist. It is also recommended to have ground fault circuit interrupters for any outlet in the unfinished part of the basement and crawl spaces. Except for outlets where the sump pump is plugged into.

Crawlspace Remarks

CRAWL SPACES

Crawl spaces are shallow spaces between the first level floor joist and the ground. Access to this area may be from the inside, outside or not accessible at all. Ductwork, plumbing, and electrical may be installed in the space in which access may be necessary. The floor of the crawl space may be covered with concrete, gravel, or may be the original soil. A vapor barrier may be a sheet of plastic or tar paper and installed over or under this material. The vapor barrier will deter the moisture from the earth from escaping into the crawl space and causing a musty smell. Every attempt is made to determine if paneling is warped, moisture stains are bleeding through, etc. Storage that blocks the visibility of a wall is not removed to examine that area. Therefore, it is important that on your walk-through before closing, you closely examine these areas. There is debate about crawlspace ventilation; we recommend you contact a basement contractor for advice.

HAVE EVALUATED

We recommend that the walls be re-evaluated by a structural engineer or basement repair company and estimates be obtained if work is required.

MONITOR

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Basement/crawlspace dampness is frequently noted in houses and in most cases the stains, moisture or efflorescence present is a symptom denoting that a problem exists outside the home. Usual causes are improper downspout extensions or leaking gutters and/or low or improper grade (including concrete surfaces) at the perimeter of the house. A proper slope away from the house is one inch per foot for four to six feet. **No representation is made to future moisture that may appear.**

Plumbing Remarks

WELLS

Examination of wells is not included in this visual inspection. It is recommended that you have well water checked for purity by the local health authorities and, if possible, a check on the flow of the well in periods of drought. A well pit should have a locked cover on it to prevent anyone from falling into the pit.

SEPTIC SYSTEMS

The check of septic systems is not included in our visual inspection. You should have the local health authorities or other qualified experts check the condition of the septic system. In order for the septic system to be checked, the house must have been occupied within the last 30 days.

WATER PIPES

Galvanized water pipes rust from the inside out and may have to be replaced within 20 to 30 years. This is usually done in two stages: horizontal piping in the basement first, and vertical pipes throughout the house later as needed. Copper pipes usually have more life expectancy and may last as long as 60 years or more before needing to be replaced.

HOSE BIBS

During the winter months it is necessary to make sure the outside faucets are winterized. This can be done by means of a shut-off valve located in the basement or crawlspace. Leave the outside faucets open to allow any water standing in the pipes to drain, preventing them from freezing. Hose bibs cannot be tested when winterized. Hoses should always be disconnected in winter, in cold climates.

WATER HEATER

The average life expectancy of a water heater is 5-10 years. Water heaters generally need not be replaced unless they leak. It is a good maintenance practice to drain 5-10 gallons from the heater several times a year. Missing relief valves or improper extension present a safety hazard. The temperature/pressure valve should be tested several times a year by lifting the valve's handle. Caution: very hot water will be discharged. If no water comes out, the valve is defective and must be replaced.

WATER SOFTENERS

During a visual inspection it is not possible to determine if water is being properly softened.

SHUT-OFF VALVES

Most shut-off valves have not been operated for long periods of time. We recommend operating each shut-off valve to: toilet bowl, water heater, under sinks, main shut-off, hose faucets, and all others. We recommend you have a plumber do this, as some of the valves may need to be repacked or replaced. Once the valves are in proper operating order, we recommend opening and closing these valves several times a year.

POLYBUTYLENE PIPING

This type of piping has a history of problems and should be examined by a licensed plumber and repaired or replaced as necessary.

**MECHANICAL DEVICES MAY OPERATE AT ONE MOMENT AND LATER
MALFUNCTION; THEREFORE, LIABILITY IS SPECIFICALLY LIMITED TO THOSE
SITUATIONS WHERE IT CAN BE CONCLUSIVELY SHOWN THAT THE MECHANICAL
DEVICE INSPECTED WAS INOPERABLE OR IN THE IMMEDIATE NEED OF REPAIR
OR NOT PERFORMING THE FUNCTION FOR WHICH IS IT WAS INTENDED AT THE
TIME OF INSPECTION.**

CSST

Corrugated Stainless Steel Tubing is an alternative to traditional black iron gas piping. It is a continuous, flexible, stainless steel pipe with an exterior PVC covering. Many areas of the country require that CSST be continuous and directly bonded to the electrical ground system of the premises in which it was installed.

Heating System Remarks

HEATING AND AIR CONDITIONING units have limited lives. Normal lives are:

Approximate Age	
GAS-FIRED HOT AIR	15-25 years
OIL-FIRED HOT AIR	20-30 years
CAST IRON BOILER (Hot water or steam) or more	30-50 years
STEEL BOILER (Hot water or steam)	30-40 years
COPPER BOILER (Hot water or steam)	10-20 years
CIRCULATING PUMP (Hot water)	10-15 years
AIR CONDITIONING COMPRESSOR	8-12 years
HEAT PUMP	8-12 years

Gas-fired hot air units that are close to or beyond their normal lives have the potential of becoming a source of carbon monoxide in the home. You may want to have such a unit checked every year or so to assure yourself that it is still intact. Of course a unit of such an age is a good candidate for replacement with one of the new, high efficiency furnaces. The fuel savings alone can be very attractive.

Boilers and their systems may require annual attention. If you are not familiar with your system, have a heating contractor come out in the fall to do routine maintenance. **Caution: do not add water to a hot boiler!**

Forced air systems should have filters changed every 30 to 60 days of the heating and cooling season. This is especially true if you have central air conditioning. A dirty air system can lead to premature failure of your compressor - a \$1,500 component.

Oil-fired furnaces and boilers should be serviced by a professional each year. Most experts agree you will pay for the service cost in fuel saved by having a properly tuned burner.

Read the instructions for maintaining the humidifier on your furnace. A malfunctioning humidifier can rust out a furnace rather quickly. It is recommended that the humidifier be serviced at the same time as the furnace, and be cleaned regularly. **During a visual inspection it is not possible to determine if the humidifier is working.**

Have HVAC technician examine - A condition was found that suggests a heating contractor should do a further analysis. We suggest doing this before closing.

Heat exchangers cannot be examined nor their condition determined without being disassembled. Since this is not possible during a visual, non-technically exhaustive inspection, you may want to obtain a service contract on the unit or contact a furnace technician regarding a more thorough examination.

Testing pilot safety switch requires blowing out the pilot light. Checking safety limit controls requires disconnecting blower motor or using other means beyond the scope of this inspection. If the furnace has not been serviced in last 12 months you may want to have a furnace technician examine.

CO Test - This is not part of a non-technical inspection. If a test was performed, the type of tester is indicated.

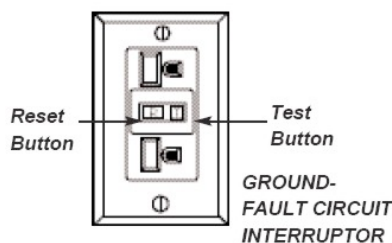
Combustible Gas Detector - If a gas detector was used during the inspection of the furnace and evidence of possible combustible gases was noted, we caution you that our test instrument is sensitive to many gases and not a foolproof test. None-the-less, this presents the possibility that a hazard exists.

A/C CONDENSER COIL

They should not become overgrown with foliage. Clearance requirements vary, but 2' on all sides should be considered minimal with up to 6' of air discharge desirable. If a clothes dryer vent is within five to ten feet, either relocate the vent or do not run when the A/C is running. The lint will quickly reduce the efficiency of the A/C unit.

Electrical/Cooling Remarks

Every effort has been made to evaluate the size of the service. Three wires going into the home indicates 240 volts. The total amperage can be difficult to determine. We highly recommend that ground fault circuit interrupters (G.F.C.I.) be connected to all outlets around water. This device automatically shuts the circuit off when it senses a current leak to ground. This device can be purchased in most hardware stores. G.F.C.I.'s are recommended by all outlets located near water, outside outlets, or garage outlets. Pool outlets should also be protected with a G.F.C.I. See diagram below:



If you do have G.F.C.I.'s, it is recommended that you test (and reset) them monthly. When you push the test button, the reset button should pop out, shutting off the circuit. If it doesn't, the breaker is not working properly. If you don't test them once a month, the breakers have a tendency to stick and may not protect you when needed.

Knob and tube wiring found in older homes should be checked by an electrician to insure that the wire cover is in good condition. Under no circumstances should this wire be covered with insulation. Recess light fixtures that are not IC - Rated should have a baffle around them so that they are not covered with insulation. The newer recessed fixtures will shut off if they overheat. (no representation is made as to proper recess lighting fixtures).

Federal Pacific Stab-Lok® Electrical panels may be unsafe. See www.google.com (Federal Pacific)
Aluminum wiring in general lighting circuits has a history of over heating, with the potential of a fire. If this type of wiring exists, a licensed electrical contractor should examine the whole system.

Arc Faults

In some areas arc faults are required in new homes, starting in 2002 and these control outlets in the bedrooms. In some areas arc faults are required for all 120 Volt circuits that are not GFCI protected in new homes starting in 2009.

Upgraded as desired for enhanced safety. Requirements will vary, across the US.

Cooling

Testing A/C System and Heat Pump- The circuit breakers to A/C should be on for a minimum of 24 hours and the outside temperature at least 60 degrees for the past 24 hours or an A/C system cannot be operated without possible damage to the compressor. Check the instructions in your A/C manual or on the outside compressor before starting up in the summer. Heat pump can only be tested in the mode it's running in. Outside temperature should be at least 65° for the past 24 hours to run in cooling mode.

Temperature differential, between 14°-22°, is usually acceptable. If out of this range, have an HVAC contractor examine it. It is not always feasible to do a differential test due to high humidity, low outside temperature, etc.

PREVENTIVE MAINTENANCE TIPS

I. FOUNDATION & MASONRY:

Basements, Exterior Walls: To prevent seepage and condensation problems.

- a. Check basement for dampness & leakage after wet weather.
- b. Check chimneys, deteriorated chimney caps, loose and missing mortar.
- c. Maintain grading sloped away from foundation walls.

II. ROOFS & GUTTERS:

To prevent roof leaks, condensation, seepage and decay problems.

- a. Check for damaged, loose or missing shingles, blisters.
- b. Clean gutters, leaders, strainers, window wells, drains. Be sure downspouts direct water away from foundation. Cut back tree limbs.
- c. Check flashings around roof stacks, vents, skylights, chimneys, as sources of leakage. Check vents, louvers and chimneys for birds nests, squirrels, insects.
- d. Check fascias and soffits for paint flaking, leakage & decay.

III. EXTERIOR WALLS:

To prevent paint failure, decay and moisture penetration problems.

- a. Check painted surface for paint flaking or paint failure. Cut back shrubs.
- b. Check exterior masonry walls for cracks, looseness, missing or broken mortar.

IV. DOORS AND WINDOWS:

To prevent air and weather penetration problems.

- a. Check caulking for decay around doors, windows, corner boards, joints. Recaulk and weatherstripping as needed. Check glazing, putty around windows.

V. ELECTRICAL:

For safe electrical performance, mark & label each circuit.

- a. Trip circuit breakers every six months and ground fault circuit interrupters (G.F.C.I.) monthly.
- b. Check condition of lamp cords, extension cords & plugs. Replace at first sign of wear & damage.
- c. Check exposed wiring & cable for wear or damage.
- d. If you experience slight tingling shock from handling or touching any appliance, disconnect the appliance & have it repaired. If lights flicker or dim, or if appliances go on and off unnecessarily, call a licensed electrician.

VI. PLUMBING:

For preventive maintenance.

- a. Drain exterior water lines, hose bibs, sprinklers, pool equipment in the fall.
- b. Draw off sediment in water heaters monthly or per manufacturer's instructions.
- c. Have septic tank serviced every 2 years.

VII. HEATING & COOLING:

For comfort, efficiency, energy conservation and safety.

- a. Change or clean furnace filters, air handler filters, electronic filters as needed.
- b. Clean and service humidifier. Check periodically and annually.
- c. Have oil burning equipment serviced annually.

VIII. INTERIOR:

General house maintenance.

- a. Check bathroom tile joints, tub grouting & caulking. Be sure all tile joints in bathrooms are kept well sealed with tile grout to prevent damage to walls, floors & ceilings below.
- b. Check underside of roof for water stains, leaks, dampness & condensation, particularly in attics and around chimneys.

IX. Know the location of:

- Main water shutoff valve.
- Main electrical disconnect or breaker.
- Main emergency shutoff switch for the heating system.



GCAAR Sales Contract

TIME IS OF THE ESSENCE AS TO ALL TERMS OF THIS CONTRACT.

This SALES CONTRACT ("Contract") is made on May 28, 2021 ("Date of Offer") between Nepal Education & Cultural Center ("Buyer") and Alan Yegher, David Yegher ("Seller") who, among other things, hereby confirm and acknowledge by their initials and signatures herein that by prior disclosure in this real estate transaction Century 21 Redwood Realty ("Listing Company") represents Seller, and Realty Advantage ("Selling Company") represents ☐ Buyer OR ☐ Seller. The Listing Company and Selling Company are collectively referred to as "Broker." (If the Broker is acting as a dual representative for both Seller and Buyer, then the appropriate disclosure form is attached to and made a part of this Contract.) In consideration of the mutual promises and covenants set forth below, and other good and valuable consideration the receipt and sufficiency of which is acknowledged, the parties agree as follows:

1. **REAL PROPERTY:** Buyer will buy and Seller will sell for the sales price ("Sales Price"), Seller's entire interest in in the real property (with all improvements, rights and appurtenances) described as follows ("Property"):

Street Address 22022 Ridge Rd

Unit # _____ City Germantown State MD Zip Code 20876-4346

Condominium/Cooperative Project Name _____

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

Legal Description: Lot(s) _____ Block/Square _____ Section _____

Subdivision CLARKSBURG OUTSIDE Tax Account # 160202898373 & #160202975153

2. **JURISDICTIONAL ADDENDUM:** The following Jurisdictional Addendum, if ratified and attached, is made a part of this Contract. Jurisdictional Addendum for ☐ District of Columbia ☒ Montgomery County, MD

3. **PRICE AND FINANCING:** (All percentages refer to percent of Sales Price.)

A. Down Payment

875,000.00 %

B. Financing

1. First Trust (if applicable)

_____ %

2. Second Trust (if applicable)

_____ %

3. Seller Held Trust

_____ %

(if applicable, addendum attached)

TOTAL FINANCING

_____ %

SALES PRICE

\$ 875,000.00

- C. **First Deed of Trust** Purchaser will ☐ Obtain OR ☐ Assume a ☐ Fixed OR an ☐ Adjustable rate First Deed of Trust loan of the following type:

☐ Conventional

See Addendum Attached

☐ FHA

See Addendum Attached

☐ VA

See Addendum Attached

☒ This contract is not contingent on Financing.

☒ Other: See Addendum of Clauses #8

- D. **Second Deed of Trust** Purchaser will ☐ Obtain OR ☐ Assume a ☐ Fixed OR an ☐ Adjustable rate Second Deed of Trust loan.

- E. **Assumption** Assumption fee, if any, and all charges related to the assumption will be paid by the Buyer. If Buyer assumes Seller's loan(s): (i) Buyer and Seller ☐ will OR ☐ will not obtain a release of Seller's liability to the financial institution or U.S. Government for the repayment of the loan by Settlement, (ii) Buyer and Seller ☐ will OR ☐ will not obtain substitution of Seller's VA entitlement by Settlement. Balances of any assumed loans, secondary financing and cash down payments are approximate.

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1 of 7

Initials: Seller _____

Buyer _____

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4. **DEPOSIT:** Buyer's deposit ("Deposit") in the amount of 8,000.00 shall be held by Realty Advantage ("Escrow Agent"). Buyer ☐ has delivered OR ☒ will deliver the Deposit within _____ days after Date of Ratification. (If the Property is in Maryland and Broker is the Escrow Agent, the Deposit must be delivered to Escrow Agent within 3 days of the Date of Ratification.) The Deposit will be placed in an escrow account of the Escrow Agent after Date of Ratification in conformance with the laws and regulations of the appropriate jurisdiction and/or, if VA financing applies, as required by Title 38 of the U.S. Code. This account may be interest bearing and all parties waive any claim to interest resulting from the Deposit. The Deposit will be held in escrow until: (i) credited toward the Sales Price at Settlement; (ii) all parties have agreed in writing as to its disposition; (iii) a court of competent jurisdiction orders disbursement and all appeal periods have expired; or, (iv) disposed of in any other manner authorized by the laws and regulations of the appropriate jurisdiction. Seller and Buyer agree that Escrow Agent will have no liability to any party on account of disbursement of the Deposit or on account of failure to disburse the Deposit, except in the event of the Escrow Agent's gross negligence or willful misconduct.
5. **FUNDS DUE AT SETTLEMENT:** The balance of the funds due at Settlement from Buyer and/or Seller will be paid on or before the Settlement Date. Buyer and/or Seller shall verify with Settlement Agent how funds due at Settlement are to be paid. An assignment of funds shall not be used without prior written consent of all parties to the transaction. August 09 60days ☒ ☐
6. **SETTLEMENT:** Seller and Buyer will perform in accordance with the terms of this Contract ("Settlement") on July 15, 2021/45 days A/Ratify ("Settlement Date") except as otherwise provided in this Contract. Buyer selects Lakeside Title (Marc T Malakoff) ("Settlement Agent") to conduct the Settlement. Buyer agrees to contact the Settlement Agent within 10 Days after the Date of Ratification to schedule Settlement and to place a title order.
7. **PROPERTY MAINTENANCE AND CONDITION:** Except as otherwise specified herein, Seller will deliver the Property at Settlement vacant, free and clear of trash and debris, broom clean and in substantially the same physical condition to be determined as of ☒ Date of Offer OR ☐ Date of home inspection OR ☐ Other: _____. Failure to select an option in the preceding sentence shall be deemed an agreement to select the Date of Offer option. Seller will have all utilities in service through Settlement or as otherwise agreed. Seller will have smoke detectors and carbon monoxide detectors installed and operational prior to Settlement in accordance with the requirements of the jurisdiction in which the Property is located. Buyer and Seller will not hold Broker liable for any breach of this paragraph.
- Buyer acknowledges, subject to Seller acceptance, that this Contract may be contingent upon home inspection(s) and/or other inspections to ascertain the physical condition of the Property. If Buyer desires one or more inspection contingencies, such contingencies must be included in an addendum to this Contract.
- ☐ This Contract is contingent upon home inspection(s) and/or other inspections. (Addendum Attached)
OR
☐ Buyer declines the opportunity to make Contract contingent upon home inspection(s) and/or other inspections.
- Buyer acknowledges that except as otherwise specified in this Contract, the Property, including electrical, plumbing, existing appliances, heating, air conditioning, equipment and fixtures shall convey in its **AS-IS CONDITION** as of the date specified above. Buyer further acknowledges that neither Brokers and/or their agents nor subagents are responsible for Property defects.
8. **ACCESS TO PROPERTY:** Seller will provide Broker, Buyer, inspectors representing Buyer and representatives of lending institutions for Appraisal purposes reasonable access to the Property to comply with this Contract. In addition, Buyer and/or Buyer's representative will have the right to make a final inspection within 5 days prior to Settlement and/or occupancy, unless otherwise agreed to by Buyer and Seller.
9. **INCLUSIONS/EXCLUSIONS:** The Property includes the personal property and fixtures as defined and identified in the attached Inclusions/Exclusions Disclosure and Addendum.
10. **HOME WARRANTY:** ☐ Yes OR ☒ No
Home warranty policy paid for and provided at Settlement by: ☐ Buyer OR ☐ Seller
Cost not to exceed \$ _____. Warranty provider to be _____.
11. **BUYER'S REPRESENTATIONS:** Buyer ☒ will OR ☐ will not occupy the Property as Buyer's principal residence. Unless specified in a written contingency, neither this Contract nor the financing is dependent or contingent on the sale and settlement or lease of other real property. The Selling Company ☐ is OR ☐ is not authorized to disclose to the Listing Company, Seller and any lender the appropriate financial or credit information statement provided to the Selling Company by Buyer. Buyer acknowledges that Seller is relying upon all of Buyer's representations, including without limitation, the accuracy of financial or credit information given to Seller, Broker or the Lender by Buyer.

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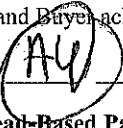
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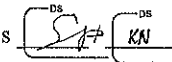
Initials: Seller AYBuyer KN

12. **WOOD-DESTROYING INSECT INSPECTION:** Buyer at Buyer's expense (except under VA financing, then at Seller's expense) may choose to obtain a wood-destroying insect ("WDI") inspection of the Property by a licensed pest control firm. If Buyer elects to do so, Buyer will furnish to Seller a written report from the licensed pest control firm showing that all dwelling(s) and/or garage(s) within the Property are free of visible evidence of any live WDI, and free from visible WDI damage. Any treatment for live WDI and/or repairs for WDI damage recommended in the licensed pest control firm's report will be made at Seller's expense. Said treatment shall be completed by a licensed pest control firm and said repairs shall be completed by a contractor licensed in the appropriate jurisdiction. Seller will provide written evidence of such treatment and/or repair prior to Settlement which shall satisfy the requirements of this Paragraph.
13. **LEAD-BASED PAINT REGULATIONS:** Federal law requires sellers of properties built before 1978 to provide buyers with the required federal disclosure regarding lead paint (GCAAR form "Lead Paint--Federal Disclosure") and the EPA pamphlet "Protect Your Family from Lead in Your Home". In addition, for District of Columbia properties built before 1978, sellers are required to provide buyers the District of Columbia Lead Disclosure (GCAAR form "Lead Paint--DC Disclosure"). A seller who fails to provide the required local and federal lead-based paint forms, including the EPA pamphlet, may be liable under the law for three times the amount of damages and may be subject to both civil and criminal penalties. Seller and any agent involved in the transaction are required to retain a copy of the completed lead-based paint disclosure forms for a period of six (6) years following the date of Settlement. If the dwelling(s) was built prior to 1978 or if the building date is uncertain and the Property is not exempt from the Residential Federal Lead-Based Paint Hazard Reduction Act of 1992, this Contract is voidable by Buyer until Buyer acknowledges receipt of the required federal lead-based paint form, including the EPA pamphlet, and DC Lead Disclosure if applicable, and has either taken the opportunity to incorporate a Lead-Based Paint Inspection contingency or waived such right. Buyer retains the right to unconditionally, and without risk of loss of Deposit or other adverse effects, declare Contract void until said acknowledgement occurs. Seller and Buyer acknowledge by their respective initials below that they have read and understand the provisions of this paragraph.

Seller's Initials



Buyer's Initials



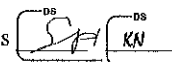
Completed Lead-Based Paint forms are attached. ☒ Yes ☐ No ☐ N/A

In accordance with the Lead Renovation, Repair and Painting Rule ("RRP") as adopted by the Environmental Protection Agency ("the EPA"), effective April 22, 2010, if the improvements on the Property were built before 1978, contractor(s) engaged by Seller to renovate, repair or paint the Property must be certified by the EPA where such work will disturb more than six square feet of lead-based paint per room for interior projects, more than 20 square feet of lead-based paint for any exterior project, or includes window replacement or demolition ("Covered Work"). Before and during any Covered Work, contractor(s) must comply with all requirements of the RRP. A seller who personally performs any Covered Work on a rental property is required to be certified by the EPA prior to performing such Covered Work. No certification is required for a seller who personally performs Covered Work on a seller's principal residence. However, seller has the ultimate responsibility for the safety of seller's family or children while performing such Covered Work. For detailed information regarding the RRP, Seller should visit <http://www2.epa.gov/lead/renovation-repair-and-painting-program>. The Seller and Buyer acknowledge that they have read and understand the provisions of this section.

Seller's Initials



Buyer's Initials



14. **FINANCING APPLICATION:** If this Contract is contingent on financing, Buyer will make written application for the Specified Financing and any Lender required property insurance no later than 7 days after the Date of Ratification. Buyer grants permission for the Selling Company and the Lender to disclose to the Listing Company and Seller general information about the progress of the loan application and loan approval process. If Buyer fails to settle except due to any Default by Seller, then the provisions of the DEFAULT paragraph shall apply. Seller agrees to comply with reasonable Lender requirements except as otherwise provided in the LENDER REQUIRED REPAIRS paragraph of the applicable financing contingency addendum.
15. **DAMAGE OR LOSS:** The risk of damage or loss to the Property by fire, act of God, or other casualty remains with Seller until the execution and delivery of the Deed of conveyance to Buyer at Settlement.
16. **TITLE:** The title report and survey, if required, will be ordered pursuant to the terms in Settlement Paragraph. If such report and survey are not available on the Settlement Date, and were ordered as required, Settlement may be delayed for up to 10 Business Days to obtain the title report and survey after which date this Contract, at the option of Seller, may be declared void, and the Deposit will be refunded in full to Buyer. Fee simple title to the Property, and everything that conveys with it, will be sold free of liens, except for any loans assumed by Buyer. Title is to be good of record, marketable, and insurable by a licensed title insurance company with no additional risk premium. Title may be subject to easements, covenants, conditions and restrictions of record in existence as of Date of Ratification ("Required Condition"). If, as determined by the Settlement Agent, title is not in the Required Condition by the Settlement Date, said date shall automatically be extended by 30 days ("Extended Settlement Date"), and Seller shall promptly take all action necessary to place title in the Required Condition prior thereto at Seller's expense. If title is not in the Required Condition by the Extended Settlement Date, then Buyer may Deliver Notice to Seller declaring this Contract void.

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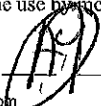
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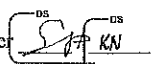
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Initials: Seller



Buyer



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22022 Ridge Rd,

Broker or any agents, subagents or employees of Broker, and Settlement Agent are not advising the parties as to certain issues, including without limitation: land use; lot size and exact location; and possible restrictions of the use of the Property due to restrictive covenants, easements, zoning, subdivision, or environmental laws. Broker or any agents, subagents or employees of Broker, and Settlement Agent are hereby expressly released from all liability for damages by reason of any defect in the title.

The manner of taking title may have significant legal and tax consequences. Buyer is advised to seek the appropriate professional advice concerning the manner of taking title. Seller will convey the Property by Special Warranty Deed or by Personal Representative's Deed in the event Seller is a decedent's estate. Seller will sign such affidavits, lien waivers, tax certifications, and other documents as may be required by the Lender, title insurance company, Settlement Agent, or government authority, and authorizes the Settlement Agent to obtain payoff or assumption information from any existing lenders.

Unless otherwise agreed to in writing, Seller will pay any governmental special assessments and will comply with all orders or notices of violations of any county or local authority, condominium unit owners' association, and/or homeowners' association or actions in any court on account thereof, against or affecting the Property on the Settlement Date. The parties authorize and direct the Settlement Agent to provide a copy of the Combined Settlement Statement to Seller, Buyer, Listing Company, Selling Company, Homeowner/Condominium Association, Relocation Company and/or any third-party payees reflected on the Settlement Statement.

The parties acknowledge that, under certain circumstances, when a property is substantially renovated or modified or its usage is changed, a Certificate of Occupancy or a Final Inspection Certification may be required prior to use and occupancy of the property. Additional information on these requirements can be obtained at <https://code.dccouncil.us/dc/council/code/sections/6-641.09.html> for properties located in the District of Columbia and at https://codelibrary.amlegal.com/codes/montgomerycounty/latest/montgomeryco_md/0-0-0-3515#ID_8-28 for properties located in Montgomery County, MD. In the event a local authority requires the issuance of a Certificate of Occupancy or a Final Inspection Certificate, the Seller agrees to provide evidence thereof.

17. **POSSESSION DATE:** Unless otherwise agreed to in writing between Seller and Buyer, Seller will give possession of the Property at Settlement, including delivery of keys, fobs, and codes, if any. If Seller fails to do so and occupies the Property beyond Settlement, Seller will be a tenant at sufferance of Buyer and hereby expressly waives all notice to quit as provided by law. Buyer will have the right to proceed by any legal means available to obtain possession of the Property. Seller will pay any damages and costs incurred by Buyer including reasonable Legal Expenses.
18. **FEES:** Fees for the preparation of the Deed, that portion of the Settlement Agent's fee billed to Seller, costs of releasing existing encumbrances, Seller's legal fees and any other proper charges assessed to Seller will be paid by Seller. Fees for the title exam (except as otherwise provided), survey, recording (including those for any purchase money trusts) and that portion of the Settlement Agent's fee billed to Buyer, Buyer's legal fees and any other proper charges assessed to Buyer will be paid by Buyer. Fees to be charged will be reasonable and customary for the jurisdiction in which the Property is located. (Recording and Transfer Taxes are covered in the appropriate jurisdictional addendum.)
19. **BROKER'S FEE:** Seller irrevocably instructs the Settlement Agent to pay the Broker compensation ("Broker's Fee") at Settlement as set forth in the listing agreement and to disburse the Broker's Fee offered by the Listing Company to the Selling Company as set forth in the multiple listing service as of the Date of Offer, and any remaining amount of the Broker's Fee to the Listing Company.
20. **ADJUSTMENTS:** Proratable charges, including but not limited to, rents, taxes, water and sewer charges, front foot benefit and house connection charges, condominium/cooperative unit owners' association and/or homeowners' association regular periodic assessments, are to be adjusted to the Settlement Date. Any heating or cooking fuels remaining in supply tank(s) at Settlement will become the property of Buyer. Taxes are to be adjusted according to the information provided by the collector of taxes. If a loan is assumed, interest will be adjusted to the Settlement Date and Buyer will reimburse Seller for any existing escrow accounts.
21. **DISPUTES:** In the event of any dispute between Seller and Broker and/or Buyer and Broker resulting in Broker or any agents, subagents or employees of Broker being made a party to such dispute, including but not limited to, any litigation, arbitration, or complaint and claim before the applicable Real Estate Commission, whether as defendant, cross-defendant, third-party defendant or respondent, Seller and Buyer, jointly and severally, agree to indemnify and hold Broker and any agents, subagents and employees of Broker harmless from any liability, loss, cost, damage or expense (including but not limited to, filing fees, service of process fees, transcript fees and Legal Expenses), resulting therefrom, provided that such dispute does not result in a judgment or decision against Broker, Broker's agents, subagents or employees for acting improperly.

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Initials: Seller

Buyer

22. LEGAL EXPENSES:

- A. In any action or proceeding between Buyer and Seller based, in whole or in part, upon the performance or non-performance of the terms and conditions of this Contract, including but not limited to, breach of contract, negligence, misrepresentation or fraud, the prevailing party in such action or proceeding shall be entitled to receive reasonable Legal Expenses from the other party as determined by the Court or arbitrator.
- B. In the event a dispute arises resulting in Broker (as used in this paragraph to include any agent, subagent or employee of Broker) and/or Settlement Agent being made a party to any litigation by Buyer or by Seller, the parties agree that the party who brought the Broker and/or Settlement Agent into litigation shall indemnify Broker and/or Settlement Agent for all of its reasonable Legal Expenses incurred, unless the litigation results in a judgment against Broker and/or Settlement Agent.

23. PERFORMANCE: Delivery of the required funds and executed documents to the Settlement Agent will constitute sufficient tender of performance. Funds from this transaction at Settlement may be used to pay off any existing liens and encumbrances, including interest, as required by lender(s) or lien holders.

24. SELLER RESPONSIBILITY: Seller agrees to keep existing mortgages free of default through Settlement. All violations of requirements noted or issued by any governmental authority, or actions in any court on account thereof, against or affecting the Property at Settlement, shall be complied with by Seller and the Property conveyed free thereof.

25. DEFAULT: Buyer and Seller agree to perform at Settlement in accordance with the terms of this Contract and acknowledge that failure to do so constitutes a breach hereof. If Buyer fails to complete Settlement for any reason other than Default by Seller, at the option of Seller, the Deposit may be forfeited as liquidated damages (not as a penalty) in which event Buyer will be relieved from further liability to Seller. If Seller does not elect to accept the Deposit as liquidated damages, the Deposit may not be the limit of Buyer's liability in the event of a Default. If the Deposit is forfeited, or if there is an award of damages by a court or a compromise agreement between Seller and Buyer, Broker may accept and Seller agrees to pay Broker one-half of the Deposit in lieu of the Broker's Fee, (provided Broker's share of any forfeited Deposit will not exceed the amount due under the listing agreement).

If Seller fails to perform or comply with any of the terms and conditions of this Contract or fails to complete Settlement for any reason other than Default by Buyer, Buyer will have the right to pursue all legal or equitable remedies, including specific performance and/or damages.

If either Seller or Buyer refuses to execute a release of Deposit ("Release") when requested to do so in writing and a court finds that such party should have executed the Release, the party who so refused to execute the Release will pay the expenses, including without limitation, reasonable Legal Expenses, incurred by the other party in the litigation. Seller and Buyer agree that Escrow Agent will have no liability to any party on account of disbursement of the Deposit or on account of failure to disburse the Deposit, except in the event of the Escrow Agent's gross negligence or willful misconduct. The parties further agree that the Escrow Agent will not be liable for the failure of any depository in which the Deposit is placed and that Seller and Buyer each will indemnify, defend and save harmless the Escrow Agent from any loss or expense arising out of the holding, disbursement or failure to disburse the Deposit, except in the case of the Escrow Agent's gross negligence or willful misconduct.

If either Buyer or Seller is in Default, then in addition to all other damages, the defaulting party will immediately pay the Broker's Fee in full, as well as the costs incurred for the title examination, Appraisal, and survey.

26. DISCLOSURES TO THE PARTIES: Buyer and Seller should carefully read this Contract to be sure that the terms accurately express their respective understanding as to their intentions and agreements. By signing this Contract, Buyer and Seller acknowledge that they have not relied on any representations made by Brokers, or any agents, subagents or employees of Brokers, except those representations expressly set forth in this Contract. Further, Brokers, their agents, subagents or employees of Broker, and Settlement Agent do not assume any responsibility for the performance of this Contract by any or all parties hereto. Broker can counsel on real estate matters, but if legal advice is desired by either party, such party is advised to seek legal counsel. Buyer and Seller are further advised to seek appropriate professional advice concerning the condition of the Property or tax and insurance matters. The following provisions disclose some matters which the parties may investigate further. These disclosures are not intended to create a contingency. Any contingency must be specified by adding appropriate terms to this Contract. The parties acknowledge the disclosures contained herein and that Broker or any agents, subagents and employees of Broker, and Settlement Agent make no representations nor assume any responsibility with respect to the following:

- A. **PROPERTY CONDITION** Various inspection services and home warranty insurance programs are available. Broker is not advising the parties as to certain other issues, including without limitation: condition of real or personal property, water quality and quantity (including but not limited to, lead and other contaminants); sewer or septic; public utilities; soil condition; flood hazard areas; airport or aircraft noise; roads or highways; and construction materials and/or hazardous materials, including without limitation, flame-retardant treated plywood (FRT), radon, urea formaldehyde foam insulation (UFFI), mold, polybutylene pipes, synthetic stucco (EIFS), underground storage tanks, defective Chinese drywall, asbestos and lead-based paint. Information relating to these issues may be available from appropriate government authorities.

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Initials: Seller 

Buyer  

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22022 Ridge Rd,

- B. LEGAL REQUIREMENTS** All contracts for the sale of real property must be in writing to be enforceable. Upon ratification and Delivery, this Contract becomes a legally binding agreement. Any changes to this Contract must be made in writing, agreed to by all parties to the Contract, and Delivered to all parties for such changes to be enforceable.
- C. FINANCING** Mortgage rates and associated charges vary with financial institutions and the marketplace. Buyer has the opportunity to select the lender and the right to negotiate terms and conditions of the financing subject to the terms of this Contract.
- D. BROKER** Buyer and Seller acknowledge that the Broker is being retained solely as a real estate agent and not as an attorney, tax advisor, lender, appraiser, surveyor, structural engineer, mold or air quality expert, home inspector or other professional service provider. Broker may from time to time engage in the general insurance, title insurance, mortgage loan, real estate settlement, home warranty and other real estate-related businesses and services. Therefore, in addition to the Broker's Fee specified herein, Broker may receive compensation related to other services provided in the course of this transaction pursuant to the terms of a separate agreement/disclosure.
- E. PROPERTY TAXES** Buyer is advised that the property tax bill could substantially increase following Settlement. For more information on property taxes, contact the appropriate taxing authority in the jurisdiction where the Property is located.
- F. PROPERTY INSURANCE** Obtaining property insurance is typically a requirement of the lender in order to secure financing. Insurance rates and availability are determined in part by the number and nature of claims and inquiries made on a property's policy as well as the number and nature of claims made by a prospective buyer. Property insurance has become difficult to secure in some cases. Seller should consult an insurance professional regarding maintaining and/or terminating insurance coverage.
- G. TITLE INSURANCE** Buyer may, at Buyer's expense, purchase owner's title insurance. The coverage afforded by such title insurance would be governed by the terms and conditions thereof, and the premium for obtaining such title insurance coverage will be determined by the extent of its coverage. Buyer may purchase title insurance at either "standard" or "enhanced" coverage and rates. For purposes of owner's policy premium rate disclosure by Buyer's Lender(s), if any, and Settlement Agent, Buyer and Seller require that enhanced rates be quoted. Buyer understands that nothing herein obligates Buyer to obtain any owner's title insurance coverage at any time, including at Settlement, and that the availability of enhanced coverage is subject to underwriting criteria of the title insurer.
- 27. ASSIGNABILITY:** This Contract may not be assigned without the written consent of Buyer and Seller. If Buyer and Seller agree in writing to an assignment of this Contract, the original parties to this Contract remain obligated hereunder until Settlement.
- 28. FOREIGN INVESTMENT TAXES – FIRPTA:** Section 1445 of the United States Internal Revenue Code of 1986 provides that a buyer of a residential real property located in the United States must withhold federal income taxes from the payment of the purchase price if (a) the purchase price exceeds Three Hundred Thousand Dollars (\$300,000.00) or the purchase price is less than or equal to Three Hundred Thousand Dollars (\$300,000.00) and the property will not be owner occupied, and (b) seller is a foreign person for purposes of U.S. income taxation. A foreign person includes, but is not limited to, a non-resident alien, foreign corporation, foreign partnership, foreign trust or foreign estate (as those terms are defined by the Internal Revenue Code and applicable regulations). In the event Seller is a foreign person (as described above), the Seller will be subject to the withholding provisions of FIRPTA. If Seller is not a foreign person, Seller agrees to execute an affidavit to this effect at Settlement.
- 29. DEFINITIONS:**
- A. "Appraisal" means a written appraised valuation of the Property.
 - B. "Day(s)" or "day(s)" means calendar day(s) unless otherwise specified in this Contract.
 - C. "Business Days", whenever used, means Monday through Friday, excluding federal holidays.
 - D. For the purpose of computing time periods, the first Day will be the Day following Delivery and the time period will end at 6 p.m. on the Day specified.
 - E. If the Settlement Date falls on a Saturday, Sunday, or legal holiday, then the Settlement will be on the prior Business Day.
 - F. "Date of Ratification" This Contract shall be deemed ratified when the Contract, all addenda and any modifications thereto have been signed and initialed, where required, by all parties, and Delivered to the other party pursuant to the Notices paragraph.
 - G. The masculine includes the feminine and the singular includes the plural. "Buyer" means "Purchaser" and vice versa.
 - H. "Legal Expenses" means attorney fees, court costs, and litigation expenses, if any, including but not limited to, expert witness fees and court reporter fees.
 - I. "Specified Financing" means the financing asset forth in the financing addendum attached hereto.
- 30. NOTICES AND DELIVERY:** "Notice" means a unilateral communication from one party to another. All Notices required under this Contract will be in writing. Notices to Seller shall be effective when Delivered to Seller or Seller's Agent named in the Contract or that Agent's supervising manager. Notices to Buyer shall be effective when Delivered to Buyer or Buyer's Agent of Buyer named in the Contract or that Agent's supervising manager.

"Delivery" means sent by wired or electronic medium which produces a tangible record of the transmission (such as fax or email which includes an attachment with an actual copy of the executed instruments being transmitted), hand carried, sent by overnight delivery service or U.S. Postal mailing. In the event of overnight delivery service, Delivery will be deemed to have been made on the next Business Day following the sending, unless earlier receipt is acknowledged in writing. In the event of U.S. Postal mailing, Delivery will be deemed to have been made on the third Business Day following the mailing, unless earlier receipt is acknowledged in writing.

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Resale packages may also be Delivered by Seller or Seller's Agent through an electronic link provided by the management association. For the purposes of Delivery of resale packages for Condominiums, Cooperatives and/or Homeowner's Associations as may be required in a separate addendum, Delivery may be made to Buyer or Buyer's Agent named in the Contract or to that Agent's supervising manager.

- 31. MISCELLANEOUS:** This Contract may be signed in one or more counterparts, each of which is deemed to be an original, and all of which together constitute one and the same instrument. Documents obtained via fax or as a PDF attachment to an email will also be considered as originals. Typewritten or handwritten provisions included in this Contract will supersede all pre-printed provisions that are in conflict.
- 32. VOID CONTRACT:** If this Contract becomes void and of no further force and effect, without Default by either party, both parties will immediately execute a Release directing that the Deposit be refunded in full to Buyer according to the terms of the DEPOSIT paragraph.
- 33. ENTIRE AGREEMENT:** This Contract will be binding upon the parties and each of their respective heirs, executors, administrators, successors and permitted assigns. The provisions not satisfied at Settlement will survive the delivery of the Deed and will not be merged therein. This Contract, unless amended in writing, contains the final and entire agreement of the parties and the parties will not be bound by any terms, conditions, oral statements, warranties or representations not herein contained. The interpretation of this Contract will be governed by the laws of the jurisdiction where the Property is located.

<u>Alan Yegher</u>	<u>June 8th 2021</u>	DocuSigned by: <u>Surya Prasad</u>	<u>5/28/2021</u>
Seller Alan Yegher	Date	Buyer Nepal Education & Cultural Center	Date
<u>Seller David Yegher</u>	<u>Date</u>	DocuSigned by: <u>Khilendra Neupane</u>	<u>5/28/2021</u>
Seller David Yegher	Date	Buyer	Date

For informational purposes only:

Date of Ratification (see DEFINITIONS)
June 11, 2021

22022 Ridge Rd
Seller's Address **Germantown, MD 20876**

Seller's Email Address _____

Seller's Telephone Number _____

Listing Company's Name and Address:

Century 21 Redwood Realty
6116 Executive Blvd N Ste 305
Rockville, MD 20852, MD 20852

Office # **(301)208-2288**

Agent Name **Jeffrey Ganz**

Agent Cell # **(240)353-3390**

Agent Email Address **agentganz@gmail.com**

Agent License # and Jurisdiction **583085 MD**

Broker License # and Jurisdiction **631186 MD**

Team Leader/Agent _____

20520 Beallsville Rd
Buyer's Address **Beallsville, MD 20839-3350**

Buyer's Email Address _____

Buyer's Telephone Number _____

Selling Company's Name and Address:

Realty Advantage
2403 Research Blvd, Ste 101
Rockville, MD 20850

Office # **(301)881-9800**

Agent Name **Umesh Niroula**

Agent Cell # **(240)342-0843**

Agent Email Address **uniroula16@gmail.com**

Agent License # and Jurisdiction **642349 and MD**

Broker License # and Jurisdiction _____

Team Leader/Agent _____

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Addendum of Clauses—A

(For use with GCAAR Sales Contract and MR Residential Contract of Sale)

The Contract of Sale dated May 28, 2021 between Nepal Education & Cultural Center
 _____ (Buyer) and Alan Yegher, David Yegher
 _____ (Seller) for the purchase of the real property located at
 Address 22022 Ridge Rd Unit # _____
 City Germantown State MD Zip Code 20876-4346 is hereby amended by the incorporation
 of this Addendum, which shall supersede any provisions to the contrary in the Contract.

It is agreed that only the numbered paragraphs which are checked and initialed by all parties shall be made a part of said Contract.

☒ **1. SELLER'S CREDIT(S) TO BUYER:** In addition to any other amount(s) the Seller has agreed to pay under other provisions of this Contract, Seller shall credit Buyer at the time of Settlement with the sum of \$ OR 3,000 1.5 % of Sales Price towards Buyer's settlement costs. It is Buyer's responsibility to confirm with Lender, if applicable, that the entire credit provided for herein may be utilized. If Lender prohibits Seller from payment of any portion of this credit, then said credit shall be reduced to the amount allowed by Lender.

☐ **2. INSPECTION CONTINGENCY:** This Contract is contingent until 6 p.m. on the _____ Day after the Date of Ratification ("Deadline") for inspections of the Property, not including radon, lead-based paint, well or septic inspections (which require separate contingencies), by Buyer, a home inspection firm and/or other representative(s) at Buyer's discretion and expense. Seller will have all utilities in service at the time of inspection(s).

Select option(s) A, B, OR BOTH below. Failure to select either A or B below will result in BOTH being selected.

☐ **A. RIGHT TO NEGOTIATE:** This right will terminate at the Deadline unless by the Deadline Buyer Delivers to Seller a copy of the report(s) from the inspection(s) of the Property together with a Home Inspection Notice (GCAAR Form "Home Inspection Contingency Notice and/or Addendum") listing home inspection conditions or items that Buyer requires Seller to repair, and/or stipulating a dollar credit, as allowed by Lender, to be paid at Settlement by Seller toward Buyer's charges to buy the Property. Upon such Delivery, **2.B**, if selected below, shall **NO LONGER** be an option.

If the Seller elects not to perform in accordance with the Home Inspection Notice or makes another offer, Seller will Deliver Notice to Buyer of such decision within 3 Days after Delivery of the Home Inspection Notice.

Within 3 Days after Delivery of a Notice from one party, the other party may:

- 1) Deliver Notice accepting the terms contained in the other party's Notice; **OR**
- 2) Deliver Notice continuing negotiations by making another offer; **OR**
- 3) Deliver Notice that this Contract will become void at 6 p.m. on the 3rd Day following Delivery, **UNLESS** the recipient Delivers to the other party Notice of the acceptance of the last Delivered offer prior to that date and time, in which case this Contract will remain in full force and effect. Seller may not exercise this option as the first response to Buyer.

FAILURE OF EITHER PARTY TO RESPOND WITHIN 3 DAYS AFTER DELIVERY OF NOTICE FROM THE OTHER PARTY WILL RESULT IN ACCEPTANCE BY BOTH PARTIES OF THE TERMS OF THE MOST RECENT NOTICE.

☐ **B. RIGHT TO CANCEL:** This right will terminate at the Deadline unless by the Deadline Buyer Delivers to Seller a Notice declaring this Contract void.

☒ **3. ADDITIONAL "AS-IS" PROVISIONS:**

A. The following terms in this Contract are hereby amended (check all that apply):

- ☒ All clauses pertaining to delivery of the Property free and clear of trash and debris and broom clean are deleted.
- ☒ All clauses pertaining to termites and wood-destroying insects are deleted.
- ☒ All clauses pertaining to private well and/or private sewage systems are deleted.
- ☒ All requirements for Seller to comply with orders or notices of violations of any Condominium Unit Owners' Association, and/or Homeowners' Association related to the physical condition of the Property are deleted.

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- B. Except as otherwise specified herein, the provisions of the Property Maintenance and Condition Paragraph will remain in full force and effect.
- C. Seller will have smoke detectors and carbon monoxide detectors installed and operational prior to Settlement in accordance with the requirements of the jurisdiction in which the Property is located.



4. RADON INSPECTION CONTINGENCY:

A. This Contract is contingent until 6 p.m. on the _____ Day after the Date of Ratification ("Deadline") to allow Buyer, at Buyer's discretion and expense, to have the Property inspected for the presence of radon. Inspection to be done by a testing firm listed with the National Radon Safety Board ("NRSB"), the National Environmental Health Association ("NEHA") or the National Radon Proficiency Program (NRPP) using a U.S. Environmental Protection Agency ("EPA") approved testing method. Testing and retesting devices, if applicable, to be placed and retrieved by an NRSB, NEHA, or NRPP-listed technician or their authorized subcontractor. This contingency will terminate at the Deadline unless by the Deadline, Buyer Delivers to Seller a copy of the radon testing report which confirms the presence of radon that equals or exceeds the action level established by the EPA together with either 1 or 2:

- 1) Radon Testing Notice (GCAAR Form "Radon Testing Notice and/or Addendum/Release") requiring Seller at Seller's expense prior to Settlement to remediate the radon condition; or stipulating a dollar credit, as allowed by the Lender, to be paid at Settlement by Seller towards Buyer's charges to buy the Property. In the event that Seller agrees to remediate the radon condition, such work shall be performed by a NRSB, NEHA, or NRPP-listed remediation firm who will provide written verification that the required remediation has been performed, including test results demonstrating that the presence of radon is below the action level established by EPA.

If Seller elects not to perform in accordance with the Radon Testing Notice or makes another offer, Seller will Deliver Notice to Buyer of such decision within 3 Days after Delivery of the Radon Testing Notice.

Within 3 Days after Delivery of Notice from one party, the other party may:

- Deliver Notice accepting the terms contained in the other party's Notice; OR
- Deliver Notice continuing negotiations by making another offer; OR
- Deliver Notice that this Contract will become void at 6 p.m. on the 3rd Day following Delivery, unless the recipient Delivers to the other party Notice of the acceptance of the last Delivered offer prior to that date and time, in which case this Contract will remain in full force and effect. Seller may not exercise this option as the first response to Buyer.

Failure of either party to respond within 3 Days after Delivery of a Notice from the other party will result in acceptance by both parties of the terms of the most recent Notice.

- 2) Notice declaring this Contract void.

B. FOR MONTGOMERY COUNTY CONTRACTS ONLY: Buyer MUST deliver test results by Deadline or this Contingency terminates and Seller is then mandated to perform a radon test and provide results to Buyer on or before Settlement Date, unless Seller is exempt from Radon Test Disclosure.



5. APPRAISAL CONTINGENCY: NOT TO BE USED WITH FHA OR VA FINANCING. IF THE CONTRACT IS CONTINGENT UPON FINANCING AND SUCH FINANCING IS DECLINED BASED UPON THE APPRAISAL, THE BUYER WILL NOT BE IN DEFAULT, EVEN IF THIS APPRAISAL CONTINGENCY HAS BEEN REMOVED.

This Contract is contingent until 6:00 p.m. on the _____ day after the Date of Ratification ("Deadline") for Buyer to obtain a written appraised valuation of the Property ("Appraisal") certifying the value of the Property to be no less than the Sales Price (check with your Lender, if applicable, to confirm that the Appraisal will be completed by the Deadline). If Buyer is obtaining financing, Lender shall select the appraiser. If this is a cash sale, Buyer shall select the appraiser. The appraiser shall be licensed to perform Appraisals in the jurisdiction in which the Property is located. Seller shall make the Property available for inspection by such appraiser.

In the event that the Appraisal is lower than the Sales Price, Buyer has the option of proceeding with this Contract at the stated Sales Price without regard to the Appraisal. However, should Buyer decline to proceed with this Contract at the stated Sales Price (due to the Appraisal being lower than the stated Sales Price), Buyer shall Deliver to Seller, by the Deadline, a Notice (GCAAR Form "Appraisal Notices and/or Addendum"), requesting that the Sales Price be reduced to a specified lower amount of not less than the appraised value, together with a copy of the written Appraisal ("Buyer's Appraisal Notice"). This Contingency will terminate at the Deadline, unless by the Deadline Buyer Delivers to Seller Buyer's Appraisal Notice.

All Notices Delivered under this Appraisal Contingency shall be treated as follows:

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Within 3 Days after Delivery of a Notice from one party, the other party may:

- A. Deliver Notice accepting the terms contained in the other party's Notice; **OR**
- B. Deliver Notice continuing negotiations by making another offer; **OR**
- C. Deliver Notice that this Contract will become void at 6:00 p.m. on the 3rd Day following Delivery, **UNLESS** the recipient Delivers to the other party Notice of the acceptance of the last Delivered offer prior to that date and time, in which case, this Contract will remain in full force and effect.

FAILURE OF EITHER PARTY TO RESPOND WITHIN 3 DAYS AFTER NOTICE DELIVERY WILL RESULT IN THIS CONTRACT BECOMING VOID.

☐ 6. **HOLDING DEPOSIT CHECK: NOT TO BE USED FOR A MARYLAND TRANSACTION WHEN A REAL ESTATE BROKER IS THE ESCROW AGENT.** Escrow Agent shall hold Deposit check until _____ Days after Ratification, at which time said check shall be deposited.

☐ 7. **LICENSEE RELATIONSHIP DISCLOSURE:** _____ is a licensed real estate agent associated with _____ (Company) and is (check all that apply) ☐ the Buyer, ☐ the Seller, ☐ related to one of the parties hereto in the following way: _____ and may share in the Broker's Fee.

☒ 8. **ADDITIONAL PROVISIONS:**

1. Seller to remove all tenant/current occupants from the property and deliver vacant & un-occupied property to buyer by closing date. 2. Home Inspection is for Generation information to buyers only.

3. This contract is contingent on the feasibility study until ⁴⁵35 days after the Date of Ratification for the buyer to obtain information/approval from Montgomery County and the local authorities to build a new community center.

4. Seller to deliver clear Title for two lots (total 16.83 Acres) listed under Tax ID #160202898373 & #160202975153.

5. Seller is responsible to pay all past tax dues, lien if any, and any other violation/county fees dues associated with the properties, unpaid all utilities bill before the settlement date. ~~Call is responsible to pay all taxes and fees from the~~

9. **PRIVATE WELL & SEPTIC: IF APPLICABLE, ATTACH AND EXECUTE THE PRIVATE WATER SUPPLY SYSTEM AND/OR SEPTIC INSPECTION ADDENDUM.**

All other terms of the Contract remain in full force and effect.

PARTIES ACKNOWLEDGE THEY HAVE BEEN AFFORDED THE OPPORTUNITY TO REVIEW AND INCORPORATE THE ADDITIONAL PROVISIONS CONTAINED IN ADDENDUM OF CLAUSES-B AND HAVE AGREED TO INCORPORATE ONLY THOSE PROVISIONS ATTACHED HERETO.

Seller Alan Yegher

Date

Buyer Nepal Education & Cultural Center

Date

Seller David Yegher

Date

Buyer

Date



Montgomery County Jurisdictional Addendum to GCAAR Sales Contract

(Required for Use with GCAAR Sales Contract)

The Contract of Sale dated May 28, 2021 between Nepal Education & Cultural Center
 _____ (Buyer) and Alan Yegher, David Yegher
 _____ (Seller) for the purchase of the real property located at
 Address 22022 Ridge Rd Unit # _____
 City Germantown State MD Zip Code 20876-4346, Parking Space(s) # _____
 Storage Unit # _____ with the legal description of Lot _____ Block/Square _____
 Section _____ Subdivision/Project Name CLARKSBURG OUTSIDE
 Tax Account # 160202898373 & #160202975153 is hereby amended by the incorporation of this Addendum, which shall supersede
 any provisions to the contrary in this Contract.

1. MASTER PLAN DISCLOSURES: A or B required; use A unless Property is in the City of Rockville corporate limits.

A. Montgomery County

Buyer has the right to examine, prior to signing this Contract, the applicable County Master Plan and any municipal land use plan for the area in which the Property is located and any adopted amendment to either plan, and approved official maps showing planned land uses, roads and highways, parks and other public facilities affecting the Property contained in the plan. By signing this Addendum, Buyer acknowledges the following:

- 1) Seller has offered Buyer the opportunity to review the applicable Master Plan and municipal land use plan and any adopted amendment;
- 2) 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;
- 3) Buyer has reviewed each plan and adopted amendment or does hereby waive the right to review each plan and adopted amendment; and
- 4) 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.

DocuSigned by:
Sany Prapapati 5/28/2021
 Buyer Nepal Education & Cultural Center

DocuSigned by:
Khilendra Neupane 5/28/2021
 Buyer 3036FFD4F38F44F...

-OR-

B. City Of Rockville

Buyer acknowledges that Buyer has been afforded the opportunity to examine the Approved and Adopted Land Use Plan Map portion of the plan for the City of Rockville and all amendments to said Map (hereinafter referred to as the "Plan"). Buyer further acknowledges that Seller's real estate agent has provided said opportunity to examine the Plan by either producing and making available for examination a copy of the Plan or escorting Buyer to a place where the Plan is available for examination by Buyer. Buyer acknowledges that at no time did the agent explain to Buyer the intent or meaning of such Plan nor did Buyer rely on any representation made by the agent(s) pertaining to the applicable Plan. By signing below, Buyer acknowledges that he has been afforded an opportunity to review the Plan.

Buyer _____

Buyer _____

2. PRIVATE WELL AND/OR SEPTIC: The Property is on private well and/or septic. ☐ YES ☐ NO (If yes, GCAAR Addendum of Clauses-A must be attached and the private well and/or septic testing paragraph must be included.)

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3. TRANSFER AND RECORDATION TAXES: (Select either A or B):

- ☒ **A. Buyer is NOT a First-Time Maryland Homebuyer.** Section 14-104(b) of the Real Property Article of the Annotated Code of Maryland 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 Buyer and Seller. **BUYER AND SELLER EXPRESSLY AGREE THAT THE COST OF STATE RECORDATION TAX, STATE TRANSFER TAX AND LOCAL (COUNTY) TRANSFER TAX SHALL BE PAID AS FOLLOWS:**
50 -50 split

☐ **B. Buyer is a First-Time Maryland Homebuyer.**

- 1) To qualify as a First-Time Maryland Homebuyer, each Buyer must sign a statement under oath stating that:
- (a) Buyer has never owned residential real property in Maryland that has been the individual's principal residence; AND
 - (b) The Property will be occupied as a principal residence; OR
 - (a) The Buyer is a Co-Maker or Guarantor of a mortgage or Deed of Trust to be secured by the Property AND the Co-Maker or Guarantor will NOT occupy the Property as a principal residence.
- 2) If Buyer is a First-Time Maryland Homebuyer, then:
- (a) Under Section 13-203(b) of the Tax Property Article Annotated Code of Maryland, the amount of State Transfer Tax due on the sale of the Property is reduced from .50% to .25% and shall be paid by the Seller; AND
 - (b) Under Section 14-104(c) of the Real Property Article, the entire amount of the recordation tax and the local (county) transfer tax shall be paid by Seller unless there is an express written agreement stating otherwise. **BUYER AND SELLER EXPRESSLY AGREE THAT THE COST OF STATE RECORDATION TAX AND LOCAL (COUNTY) TRANSFER TAX SHALL BE PAID AS FOLLOWS:**

Buyer and Seller hereby **expressly agree** that payment of the recordation and local (county) transfer tax shall be shared equally between Buyer and Seller unless the space provided above in this subparagraph is completed specifying a different **express agreement**. (Note: In the event Buyer elects to pay all of state recordation tax and local county transfer tax, Seller must still pay the non-waived portion of the state transfer tax.)

4. MARYLAND LEAD POISONING PREVENTION PROGRAM: Under the Maryland Lead Poisoning Prevention Program, any residential dwelling constructed prior to 1978 that is leased for residential purposes is required to be registered with the Maryland Department of the Environment (MDE). Detailed information regarding compliance requirements may be obtained at <http://www.mde.state.md.us/Lead>. If the Property was built prior to 1978 and is now or has been a rental property or may become a rental property in the future, a separate Maryland Lead-Based Paint Disclosure form should be completed.

5. MARYLAND NON-RESIDENT SELLER: Except as otherwise provided by Maryland law, if the Property is not the Seller's principal residence, and the Seller is a nonresident individual of the State of Maryland or is a non-resident entity which is not formed under the laws of the State of Maryland or qualified to do business in the State of Maryland, a portion of Seller's proceeds may be withheld at Settlement and paid to the State of Maryland towards a potential capital gains tax liability. For more information see www.marylandtaxes.com.

6. PROTECTION OF HOMEOWNERS IN FORECLOSURE ACT NOTICE: Buyer and Seller acknowledge that, under Section 7-310 and 7-313 of the Real Property Article of the Annotated Code of Maryland, if the Property is occupied by Seller (or Seller's spouse under a use and possession order) and any mortgage on the property is 60 days or more in default when this Contract is executed, Seller has the right to rescind this Contract within 5 days of the latter of (a) Contract execution; or (b) the date all parties sign GCAAR Form "Statement About Tenancy" if the Contract includes a provision allowing Seller to occupy the Property after Settlement. Any provision in this Contract or other agreement that attempts or purports to waive any of Seller's rights under Section 7-310 is void. **Seller hereby warrants that as of the Date of Ratification no mortgage on the Property is 60 days or more in default. Seller shall immediately give Buyer Notice if such a default occurs.**

7. PROPERTY TAX NOTICE 60 DAY APPEAL: If any real property is transferred to a new owner after January 1 and before the beginning of the next taxable year, the new owner may submit a written appeal as to a value or classification on or before 60 days after the date of the transfer (Settlement Date).

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8. NOTICES TO BUYER:

A. Buyer has the right to select Buyer's own title insurance company, title lawyer, settlement company, escrow company, mortgage lender or financial institution as defined in Section 17-607 Business Occupations and Professions Article, Annotated Code of Maryland. Buyer acknowledges that Seller may not be prohibited from offering owner financing as a condition of settlement.

B. Buyer has the right to receive a Disclosure and Disclaimer Statement from Seller unless Seller is exempt (Section 10-702 Real Property Article, Annotated Code of Maryland).

C. Buyer is advised that if all or a portion of the Property being purchased is wetlands, the approval of the U.S. Army Corps of Engineers will be necessary before a building permit can be issued for the Property. Additionally, the future use of existing dwellings may be restricted due to wetlands. The Corps has adopted a broad definition of wetlands, which encompasses a large portion of the Chesapeake Bay Region. Other portions of the State may also be considered wetlands. For information as to whether the Property includes wetlands, Buyer may contact the Baltimore District of the U.S. Army Corps of Engineers. Buyer may also elect, at Buyer's expense, to engage the services of a qualified specialist to inspect the Property for the presence of wetlands prior to submitting a written offer to purchase the Property, or Buyer may include in Buyer's written offer, subject to Seller's acceptance, a clause making Buyer's purchase of the Property contingent upon a satisfactory wetlands inspection.

D. Buyer is protected by the real estate Guaranty Fund of the Maryland Real Estate Commission for losses covered by Section 17-404 of the Business Occupations and Professions Article of the Annotated Code of Maryland in an amount not exceeding \$50,000 for any claim.

E. 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.

9. RELEASE OF DEPOSIT: In accordance with the Deposit paragraph of this Contract, the Deposit and accrued interest, if any, shall be given or returned by Escrow Agent to Buyer, Seller and/or Broker only when a "Release of Deposit Agreement" ("Release") has been ratified by Buyer and Seller; as directed by a court order; or pursuant to Section 17-505(b), Business Occupations and Professions Article, Annotated Code of Maryland. If either Buyer or Seller refuses to execute a Release when requested to do so in writing and a court finds that that party should have executed same, that party shall be required to pay, in addition to any damages, all expenses, including reasonable Legal Expenses, incurred by the adverse party in the litigation.

10. DEPOSIT: Buyer hereby authorizes and directs Escrow Agent as specified in this Contract to hold the Deposit until the parties have executed and accepted this Contract. Upon acceptance, the initial deposit and additional deposit, if any, shall be placed in escrow as provided below and in accordance with the requirements of Section 17-502(b)(1), Business Occupations and Professions Article, Annotated Code of Maryland. If Seller does not execute and accept this Contract, the initial deposit instrument shall be promptly returned to Buyer. Escrow Agent may charge a fee for establishing an interest-bearing account. Buyer and Seller instruct Escrow Agent to place all deposit monies in: **(Check One)**

☒ a non interest-bearing account OR ☐ an interest-bearing account, the interest on which, in absence of Default by Buyer, shall accrue to the benefit of Buyer.

<u>Alan Yegher</u> <u>June 8th, 2021</u>		<u>Sarey Prapapati</u> <u>5/28/2021</u>	
Seller	Date	Buyer	Date
Alan Yegher		Nepal Education & Cultural Center	5/28/2021
<u>David Yegher</u> <u>June 8th, 2021</u>		<u>Khilendra Neupane</u> <u>5/28/2021</u>	
Seller	Date	Buyer	Date
David Yegher			

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General Addendum

The Contract of Sale dated May 28, 2021
 Address 22022 Ridge Rd
 City Germantown, State MD, Zip 20876-4346
 Between Seller Alan Yegher
 and Buyer Nepal Eduction & Cultural Center

is hereby amended by the incorporation of this Addendum, which shall supersede any provisions to the contrary in the Contract.

The parties agree to the following:

1) the Seller of the Property is Alan Yegher.

3) Seller will pay all past taxes due and other liens and/or violations associated with the Property and needed to deliver clear title. In regards to utility bills, Seller will only pay past due utility bills that need to be paid to deliver clear title.

4) Seller is working to have current tenants/occupants moved out of Property. Should tenants/occupants not be moved out by Settlement Date Seller will not be in Default and Settlement Date will automatically be extended for 14 days (Extended Settlement Date) and Buyer may not have option to Void Contract. Should tenants/occupants not be moved out by the Extended Settlement Date, Seller will not be in Default and Buyer may have the option to declare the Contract Void or parties can agree to another extension of Settlement Date.

x Alan Yegher June 8th, 2021
 Seller Date
Alan Yegher

DocuSigned by:
Sang Prayapati 6/9/2021
 Buyer Date
Nepal Eduction & Cultural Center

Seller Date

DocuSigned by:
Khilendra Neupane 6/9/2021
 Buyer Date

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Montgomery County Jurisdictional Addendum to GCAAR Sales Contract (Required for Use with GCAAR Sales Contract)

The Contract of Sale dated May 28, 2021 between Nepal Education & Cultural Center
(Buyer) and Alan Yegher, David Yegher
(Seller) for the purchase of the real property located at
Address 22022 Ridge Rd Unit # _____
City Germantown State MD Zip Code 20876-4346, Parking Space(s) # _____
Storage Unit # _____ with the legal description of Lot _____ Block/Square _____
Section _____ Subdivision/Project Name CLARKSBURG OUTSIDE
Tax Account # 160202898373 & #160202975153 is hereby amended by the incorporation of this Addendum, which shall supersede any provisions to the contrary in this Contract.

1. MASTER PLAN DISCLOSURES: A or B required; use A unless Property is in the City of Rockville corporate limits.

A. Montgomery County

Buyer has the right to examine, prior to signing this Contract, the applicable County Master Plan and any municipal land use plan for the area in which the Property is located and any adopted amendment to either plan, and approved official maps showing planned land uses, roads and highways, parks and other public facilities affecting the Property contained in the plan. By signing this Addendum, Buyer acknowledges the following:

- 1) Seller has offered Buyer the opportunity to review the applicable Master Plan and municipal land use plan and any adopted amendment;
- 2) 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;
- 3) Buyer has reviewed each plan and adopted amendment or does hereby waive the right to review each plan and adopted amendment; and
- 4) 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.

DocuSigned by:
Savvy Prapapati 5/28/2021
Buyer Nepal Education & Cultural Center

DocuSigned by:
Khilendra Neupane 5/28/2021
Buyer 3036FF84F38F44F...

-OR-

B. City Of Rockville

Buyer acknowledges that Buyer has been afforded the opportunity to examine the Approved and Adopted Land Use Plan Map portion of the plan for the City of Rockville and all amendments to said Map (hereinafter referred to as the "Plan"). Buyer further acknowledges that Seller's real estate agent has provided said opportunity to examine the Plan by either producing and making available for examination a copy of the Plan or escorting Buyer to a place where the Plan is available for examination by Buyer. Buyer acknowledges that at no time did the agent explain to Buyer the intent or meaning of such Plan nor did Buyer rely on any representation made by the agent(s) pertaining to the applicable Plan. By signing below, Buyer acknowledges that he has been afforded an opportunity to review the Plan.

Buyer _____

Buyer _____

2. PRIVATE WELL AND/OR SEPTIC: The Property is on private well and/or septic. ☐ YES ☐ NO (If yes, GCAAR Addendum of Clauses-A must be attached and the private well and/or septic testing paragraph must be included.)

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3. TRANSFER AND RECORDATION TAXES: (Select either A or B):

- ☒ **A. Buyer is NOT a First-Time Maryland Homebuyer.** Section 14-104(b) of the Real Property Article of the Annotated Code of Maryland 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 Buyer and Seller. **BUYER AND SELLER EXPRESSLY AGREE THAT THE COST OF STATE RECORDATION TAX, STATE TRANSFER TAX AND LOCAL (COUNTY) TRANSFER TAX SHALL BE PAID AS FOLLOWS:**
50 -50 split

☐ **B. Buyer is a First-Time Maryland Homebuyer.**

- 1) To qualify as a First-Time Maryland Homebuyer, each Buyer must sign a statement under oath stating that:
- (a) Buyer has never owned residential real property in Maryland that has been the individual's principal residence; AND
 - (b) The Property will be occupied as a principal residence; **OR**
 - (a) The Buyer is a Co-Maker or Guarantor of a mortgage or Deed of Trust to be secured by the Property AND the Co-Maker or Guarantor will **NOT** occupy the Property as a principal residence.
- 2) If Buyer is a First-Time Maryland Homebuyer, then:
- (a) Under Section 13-203(b) of the Tax Property Article Annotated Code of Maryland, the amount of State Transfer Tax due on the sale of the Property is reduced from .50% to .25% and shall be paid by the Seller; **AND**
 - (b) Under Section 14-104(c) of the Real Property Article, the entire amount of the recordation tax and the local (county) transfer tax shall be paid by Seller unless there is an express written agreement stating otherwise. **BUYER AND SELLER EXPRESSLY AGREE THAT THE COST OF STATE RECORDATION TAX AND LOCAL (COUNTY) TRANSFER TAX SHALL BE PAID AS FOLLOWS:**
- Buyer and Seller hereby **expressly agree** that payment of the recordation and local (county) transfer tax shall be shared equally between Buyer and Seller unless the space provided above in this subparagraph is completed specifying a different **express agreement**. (Note: In the event Buyer elects to pay all of state recordation tax and local county transfer tax, Seller must still pay the non-waived portion of the state transfer tax.)

4. MARYLAND LEAD POISONING PREVENTION PROGRAM: Under the Maryland Lead Poisoning Prevention Program, any residential dwelling constructed prior to 1978 that is leased for residential purposes is required to be registered with the Maryland Department of the Environment (MDE). Detailed information regarding compliance requirements may be obtained at <http://www.mde.state.md.us/Lead>. If the Property was built prior to 1978 and is now or has been a rental property or may become a rental property in the future, a separate Maryland Lead-Based Paint Disclosure form should be completed.

5. MARYLAND NON-RESIDENT SELLER: Except as otherwise provided by Maryland law, if the Property is not the Seller's principal residence, and the Seller is a nonresident individual of the State of Maryland or is a non-resident entity which is not formed under the laws of the State of Maryland or qualified to do business in the State of Maryland, a portion of Seller's proceeds may be withheld at Settlement and paid to the State of Maryland towards a potential capital gains tax liability. For more information see www.marylandtaxes.com.

6. PROTECTION OF HOMEOWNERS IN FORECLOSURE ACT NOTICE: Buyer and Seller acknowledge that, under Section 7-310 and 7-313 of the Real Property Article of the Annotated Code of Maryland, if the Property is occupied by Seller (or Seller's spouse under a use and possession order) and any mortgage on the property is 60 days or more in default when this Contract is executed, Seller has the right to rescind this Contract within 5 days of the latter of (a) Contract execution; or (b) the date all parties sign GCAAR Form "Statement About Tenancy" if the Contract includes a provision allowing Seller to occupy the Property after Settlement. Any provision in this Contract or other agreement that attempts or purports to waive any of Seller's rights under Section 7-310 is void. **Seller hereby warrants that as of the Date of Ratification no mortgage on the Property is 60 days or more in default. Seller shall immediately give Buyer Notice if such a default occurs.**

7. PROPERTY TAX NOTICE 60 DAY APPEAL: If any real property is transferred to a new owner after January 1 and before the beginning of the next taxable year, the new owner may submit a written appeal as to a value or classification on or before 60 days after the date of the transfer (Settlement Date).

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8. NOTICES TO BUYER:

A. Buyer has the right to select Buyer's own title insurance company, title lawyer, settlement company, escrow company, mortgage lender or financial institution as defined in Section 17-607 Business Occupations and Professions Article, Annotated Code of Maryland. Buyer acknowledges that Seller may not be prohibited from offering owner financing as a condition of settlement.

B. Buyer has the right to receive a Disclosure and Disclaimer Statement from Seller unless Seller is exempt (Section 10-702 Real Property Article, Annotated Code of Maryland).

C. Buyer is advised that if all or a portion of the Property being purchased is wetlands, the approval of the U.S. Army Corps of Engineers will be necessary before a building permit can be issued for the Property. Additionally, the future use of existing dwellings may be restricted due to wetlands. The Corps has adopted a broad definition of wetlands, which encompasses a large portion of the Chesapeake Bay Region. Other portions of the State may also be considered wetlands. For information as to whether the Property includes wetlands, Buyer may contact the Baltimore District of the U.S. Army Corps of Engineers. Buyer may also elect, at Buyer's expense, to engage the services of a qualified specialist to inspect the Property for the presence of wetlands prior to submitting a written offer to purchase the Property, or Buyer may include in Buyer's written offer, subject to Seller's acceptance, a clause making Buyer's purchase of the Property contingent upon a satisfactory wetlands inspection.

D. Buyer is protected by the real estate Guaranty Fund of the Maryland Real Estate Commission for losses covered by Section 17-404 of the Business Occupations and Professions Article of the Annotated Code of Maryland in an amount not exceeding \$50,000 for any claim.

E. 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.

9. RELEASE OF DEPOSIT: In accordance with the Deposit paragraph of this Contract, the Deposit and accrued interest, if any, shall be given or returned by Escrow Agent to Buyer, Seller and/or Broker only when a "Release of Deposit Agreement" ("Release") has been ratified by Buyer and Seller; as directed by a court order; or pursuant to Section 17-505(b), Business Occupations and Professions Article, Annotated Code of Maryland. If either Buyer or Seller refuses to execute a Release when requested to do so in writing and a court finds that that party should have executed same, that party shall be required to pay, in addition to any damages, all expenses, including reasonable Legal Expenses, incurred by the adverse party in the litigation.

10. DEPOSIT: Buyer hereby authorizes and directs Escrow Agent as specified in this Contract to hold the Deposit until the parties have executed and accepted this Contract. Upon acceptance, the initial deposit and additional deposit, if any, shall be placed in escrow as provided below and in accordance with the requirements of Section 17-502(b)(1), Business Occupations and Professions Article, Annotated Code of Maryland. If Seller does not execute and accept this Contract, the initial deposit instrument shall be promptly returned to Buyer. Escrow Agent may charge a fee for establishing an interest-bearing account. Buyer and Seller instruct Escrow Agent to place all deposit monies in: **(Check One)**

☒ a non interest-bearing account OR ☐ an interest-bearing account, the interest on which, in absence of Default by Buyer, shall accrue to the benefit of Buyer.

Seller	Date
Alan Yegher	
Seller	Date
David Yegher	

DocuSigned by: <i>Sary Prapapati</i>	5/28/2021
Buyer	Date
Nepal Education & Cultural Center	5/28/2021
DocuSigned by: <i>Khilendra Neupane</i>	
Buyer	Date

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Important Information for the Purchase of Real Estate

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

This information is provided to assist Buyers prior to entering into a contract for the purchase of residential real property. Buyers should investigate any areas of concern prior to making an offer to purchase.

1. **LEGAL REQUIREMENTS:** All contracts for real property are required to be in writing to be legally enforceable. The "Maryland Realtors® Residential Contract of Sale" (MR) is for use in Maryland and the "GCAAR Sales Contract" (GCAAR) is for use in Montgomery County, Maryland and Washington, DC. Appropriate jurisdictional and other addenda are required with each contract. Buyers have the right to have legal counsel review these forms.
2. **AGENCY RELATIONSHIPS:** If Buyers choose to have an agent represent them, they must enter into a written Buyer Agency Agreement. In Maryland unrepresented Parties must be provided "Understanding Whom Real Estate Agents Represent" to disclose various Agency relationships. In Washington, DC all Parties must be provided with forms disclosing various Agency relationships.
3. **FAIR HOUSING:** In compliance with Federal Fair Housing regulations, properties shall be made available to all persons without regard to race, color, religion, national origin, sex, handicap and familial status. Washington, DC and Montgomery County, MD both recognize additional protected classes.
4. **FINANCING:** Mortgage rates, fees and products vary considerably among financial institutions. Buyers have the right to select the lender and to negotiate the terms and conditions of their loan.
5. **WIRE FRAUD:** Buyer is advised not to transmit nonpublic personal information, such as credit or debit card, bank account or routing numbers, by email or other unsecured electronic communication. Emails attempting to induce fraudulent wire transfers may appear to come from a trusted source.
6. **TRANSFER AND RECORDATION FEES:**
 - A. In Washington, DC unless otherwise negotiated in the contract, the recordation tax is paid by the Buyer and the transfer tax paid by the Seller. Buyer may be eligible for reduced recordation tax as a First-Time Homebuyer.
Further information can be found at:
<https://otr.cfo.dc.gov/sites/default/files/dc/sites/otrpublishation/attachments/ROD%2011.pdf>
 - B. With the exception of a First Time Maryland Owner-Occupant Home Buyer, Maryland law requires that, unless otherwise negotiated in the sales contract, the cost of any recordation tax or State and County transfer tax shall be shared equally between Buyer and Seller. In the event the Buyer is a First Time Maryland Owner-Occupant Home Buyer, the Buyer's portion of the State transfer tax is waived, and unless negotiated otherwise, the Seller pays all of the transfer and recordation taxes.
7. **PROPERTY TAXES:**
 - A. **Tax Bill Increases:** Your property tax bill could increase substantially following settlement. For owner-occupied properties, both Maryland and Washington, DC have programs (Homestead Exemption) which limit the amount that taxes on real property may increase from one year to the next. Once the property transfers to a new owner, the prior limits are removed which may result in a significant increase in the tax bill. Subsequent to your settlement, you may apply to have the eligibility for a Homestead Exemption.

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- B. Right of Appeal:** You have the right to appeal the next year's property tax assessment within strict timeframes following settlement. For more information on property taxes, contact the Maryland State Department of Assessments and Taxation, the Montgomery County Department of Finance or the District of Columbia Office of Tax and Revenue.
- C. Disclosure of Future Property Taxes:** Montgomery County Law requires a Seller to disclose the estimated amount of the tax bill for the first fiscal year following settlement. While Washington, DC does not have such a requirement, the following year's assessment is available from the District of Columbia Office of Tax and Revenue prior to the issuance of the tax bill.
- 8. VACANT PROPERTY REGISTRATION:** Buyers are advised that District of Columbia Properties classified as "Vacant" or "Blighted" by the District's Department of Consumer and Regulatory Affairs ("DCRA") are subject to a registration fee and/or a substantially higher tax rate unless they qualify for a statutory exemption. Owners of Properties that are actively seeking to rent or sell their property may qualify for exemption. Further information can be found on www.dc.gov.
- 9. PROPERTY CONDITION DISCLOSURE/DISCLAIMER:** In Maryland Sellers are required to disclose known latent defects, even if the property is sold in "as is" condition. Sellers (with limited exceptions) are required to complete and furnish to the Buyer the "Maryland Property Disclosure and Disclaimer Statement". In Washington, DC Sellers (with limited exceptions) are required to complete and furnish to the Buyer the "Sellers Disclosure Statement". In both jurisdictions, real estate licensees have statutory obligations and both licensees and Sellers may have additional common law obligations to disclose material facts and defects to prospective Buyers. Information provided is based on actual knowledge of the Seller and should not be considered as a substitute for the Buyer having an inspection by a home inspection specialist, environmental firm or an engineer.
- 10. GOVERNMENT REGULATIONS DISCLOSURE:** The State of Maryland and Montgomery County require Sellers to make many disclosures regarding taxes on the property and on laws and regulations that may restrict or affect land use. Buyers of property located in Montgomery County should receive a completed and signed "Regulations, Easements and Assessments (REA) Disclosure and Addendum" prior to entering into a contract.
- 11. INSPECTIONS:** Buyers may include in their offer the right to employ a professional engineer, home inspection specialist, environmental firm or other expert(s) of their choice to inspect the property for possible hazardous substances, building material concerns and defects. Agents do not have the technical expertise to advise Buyers on inspection issues. In Maryland, home inspectors are required to be licensed.
- 12. WARRANTY:** A number of companies provide home warranty programs with various types of coverage and deductibles. Consult your agent for further information.
- 13. PROPERTY INSURANCE:** Property insurance rates and availability are determined in part by the number and nature of claims and inquiries made on a property's policy, as well as the number and nature of claims made by a prospective Buyer.
- 14. HOMEOWNER ASSOCIATIONS, CONDOMINIUMS, COOPERATIVES DISCLOSURES:** If the property is a condominium, cooperative unit, or part of a homeowner association (in Maryland only if there is a mandatory fee), the Seller must provide the Buyer within a specified period of time a package of documents which may include: covenants, restrictions, by-laws and financial information ("Resale Package").
- 15. TENANT RIGHTS:** Properties located in Washington, DC and within the City of Takoma Park, Maryland that are tenant-occupied or otherwise defined as residential rental property (Rental Accommodation) will be subject to certain

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restrictions, regulations and requirements at the time of resale. It is imperative that a Buyer be familiar with the complexities of purchasing a tenant-occupied property prior to entering into a contract.

16. LAND USE: Land uses may be restricted or impacted on some properties by covenants, easements, zoning, subdivision regulations, historic preservation regulations, environmental laws, airport noise, planned land uses, road or highway rights of way, federal, state, county and/or local or municipal restrictions or statutes, or other regulations. To ascertain how such restrictions may impact the use of a specific property, information should be sought through the appropriate government agency and/or a title search.

17. CRIMINAL ACTIVITY: Information about criminal activity or the presence of registered sexual offenders who live within the vicinity of a property may be obtained by contacting the state, county or municipal police departments in which the Property is located and National/State Sex Offender Registry. Buyer is solely responsible for conducting the investigation of these facts. Buyer further acknowledges that no real estate licensee involved in the sale or purchase of a property, whether acting as the agent for Seller or Buyer, has or assumes any duty or responsibility to ascertain criminal activity or the presence of registered sexual offenders in the vicinity of the Property.

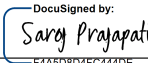
18. SECURITY SYSTEMS/ELECTRONIC DEVICES: Buyer is advised that Seller may have a system on Seller's property that records audio and/or video. If so, Buyer's actions and/or conversations could be heard, recorded and/or seen.

19. SOLAR PANELS: If solar panels are installed on the property, Buyer is advised to inquire about the terms under which the solar panels were installed, how to transfer the ownership or lease, and any costs associated with the transfer.

I/we acknowledge receipt of this notice from Umesh Niroula (Agent), affiliated with Realty Advantage (Broker)

Phone(s): (301)881-9800 (301)881-9800 (301)881-2270

<u>Nepal Education & Cultural Center</u>	<u>5/28/2021</u>	<u>Khilendra Neupane</u>	<u>5/28/2021</u>
Buyer (printed name)	Date	Buyer (printed name)	Date

DocuSigned by:

 F4ASD8D4FC444DE...

Signature

DocuSigned by:

 2036FF84F38F44F...

Signature

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STATE OF MARYLAND
REAL ESTATE COMMISSION

Understanding Whom Real Estate Agents Represent

THIS NOTICE IS NOT A CONTRACT

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

Agents Who Represent the Seller

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

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

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

Agents Who Represent the Buyer

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

Dual Agents

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

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

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

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

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

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

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

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

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

We, the ☐ Sellers/Landlord ☒ Buyers/Tenants acknowledge receipt of a copy of this disclosure and that **Realty Advantage** (firm name) and **Umesh Niroula** (salesperson) are working as:

(You may check more than one box but not more than two)

- ☐ seller/landlord's agent
☐ subagent of the Seller
☒ buyer's/tenant's agent

DocuSigned by: Surya Prayapati 5/28/2021
 Signature (Date)

DocuSigned by: Khilendra Neupane 5/28/2021
 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 to whom disclosure made
 DocuSigned by: Umesh Niroula
 Agent's Signature
Umesh Niroula

Name of Individual to whom disclosure made
5/28/2021
 (Date)

Rev. 10/1/2019

CAUTION — Your Action is Required Soon

US Department of Housing
and Urban Development
Federal Housing Administration (FHA)



OMB Approval No: 2502-0538
(exp. 06/30/2021)

For Your Protection: Get a Home Inspection

You must make a choice on getting a Home Inspection. It is not done automatically

You have the right to examine carefully your potential new home with a professional home inspector. But a home inspection is not required by law, and will occur only if you ask for one and make the arrangements. You may schedule the inspection for before or after signing your contract. You may be able to negotiate with the seller to make the contract contingent on the results of the inspection. For this reason, it is usually in your best interest to conduct your home inspection as soon as possible if you want one. In a home inspection, a professional home inspector takes an in-depth, unbiased look at your potential new home to:

- ✓ Evaluate the physical condition: structure, construction, and mechanical systems;
- ✓ Identify items that need to be repaired and
- ✓ Estimate the remaining useful life of the major systems, equipment, structure, and finishes.

The Appraisal is NOT a Home Inspection and does not replace an inspection.

An appraisal estimates the market value of the home to protect the lender. An appraisal does not examine or evaluate the condition of the home to protect the homebuyer. An appraisal only makes sure that the home meets FHA and/or your lender's minimum property standards. A home inspection provides much more detail.

FHA and Lenders may not Guarantee the Condition of your Potential New Home

If you find problems with your new home after closing, neither FHA nor your lender may give or lend you money for repairs. Additionally, neither FHA nor your lender may buy the home back from you. Ask a qualified home inspector to inspect your potential new home and give you the information you need to make a wise decision.

Your Home Inspector may test for Radon, Health/Safety, and Energy Efficiency

EPA, HUD and DOE recommend that houses be tested and inspected for radon, health and safety, and energy efficiency, respectively. Specific tests are available to you. You may ask about tests with your home inspector, in addition to the structural and mechanical systems inspection. For more information: Radon — call 1-800-SOS-Radon; Health and Safety — see the HUD Healthy Homes Program at www.HUD.gov; Energy Efficiency — see the DOE EnergyStar Program at www.energystar.gov.

Selecting a Trained Professional Home Inspector

Seek referrals from friends, neighbors, other buyers, realtors, as well as local listings from licensing authorities and local advertisements. In addition, consult the American Society of Home Inspectors (ASHI) on the web at: www.ashi.org or by telephone at: 1-800-743-2744.

☐ I/we (check one) have read this document and understand that if I/we wish to get a home inspection, it is best do so as soon as possible. The appraisal is not a home inspection. I/we will make a voluntary choice whether to get a home inspection. A home inspection will be done only if I/we ask for one and schedule it. Your lender may not perform a home inspection and neither FHA nor your lender may guarantee the condition of the home. Health and safety tests can be included in the home inspection if I/we choose.

DocuSigned by:
Sara Prapapati
(Signed) Homebuyer
Nepal Education & Cultural Center
Date
5/28/2021

DocuSigned by:
Khilendra Neupane
(Signed) Homebuyer
Khilendra Neupane
Date
5/28/2021

Public reporting burden for this collection is estimated at an average of 30 minutes to review the instructions, find the information, and complete this form. The agency cannot conduct or sponsor a collection of information unless a valid OMB number is displayed. You are not required to respond to a collection of information if this number is not displayed. Valid OMB numbers can be located on the OMB Internet page at <http://www.whitehouse.gov/library/omb/OMBINVC.html> - HUD if desired you can call 1-200-827-1000 to get information on where to send comments or suggestions about this form.



HUD-92564-CN (expiration)



**STATE OF MARYLAND
REAL ESTATE COMMISSION**

Consent for Dual Agency

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

When Dual Agency May Occur

The possibility of Dual Agency arises when:

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

Important Considerations Before Making a Decision About Dual Agency

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

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

Your Choices Concerning Dual Agency

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

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

Duties of a Dual Agent and Intra-Company Agent

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

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

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

How Dual Agents Are Paid

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

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

Consent for Dual Agency

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

Realty Advantage

act as a Dual Agent for me as the

(Firm Name)

22022 Ridge Rd

Seller in the sale of the property at: **Germantown, MD 20876-4346**

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

DocuSigned by:
Sury Prajapati

5/28/2021

DS
KN

5/28/2021

Signature

Date

Signature

Date

AFFIRMATION OF PRIOR CONSENT TO DUAL AGENCY

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

22022 Ridge Rd, Germantown, MD 20876-4346

Property Address

Signature

Date

Signature

Date

Nepal Education & Cultural Center

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

Nepal Education & Cultural Center

Name(s) of Buyer(s)

Signature

Date

Signature

Date

Alan Yegher

David Yegher

2 of 2

eff. (10/1/19)



Inclusions/Exclusions Disclosure and Addendum

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

PROPERTY ADDRESS: 22022 Ridge Rd, Germantown, MD 20876-4346

PERSONAL PROPERTY AND FIXTURES: The Property includes the following personal property and fixtures, if existing: built-in heating and central air conditioning equipment, plumbing and lighting fixtures, sump pump, attic and exhaust fans, storm windows, storm doors, screens, installed wall-to-wall carpeting, central vacuum system (with all hoses and attachments); shutters; window shades, blinds, window treatment hardware, mounting brackets for electronics components, smoke, carbon monoxide, and heat detectors; TV antennas; exterior trees and shrubs; and awnings. Unless otherwise agreed to herein, all surface or wall mounted electronic components/devices **DO NOT CONVEY**. The items checked below convey. If more than one of an item conveys, the number of items is noted in the blank.

KITCHEN APPLIANCES

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

ELECTRONICS

- ☐ Security Cameras
☐ Alarm System
☐ Intercom
☐ Satellite Dishes
☐ Video Doorbell

RECREATION

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

LIVING AREAS

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

OTHER

- ☐ Storage Shed
☐ Garage Door Opener
☐ Garage Door Remote/Fob
☐ Back-up Generator
☐ Radon Remediation System
☐ Solar Panels (must include Solar Panel Seller Disclosure/Resale Addendum)

LAUNDRY

- ☒ Washer
☒ Dryer

WATER/HVAC

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

THE FOLLOWING ITEMS WILL BE REMOVED AND NOT REPLACED:

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

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

Alan Yegher *AP 28, 2021*
 Seller Alan Yegher Date _____ Seller _____ Date _____

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

The Contract of Sale dated _____ between Seller Alan Yegher and Buyer _____

for the Property referenced above is hereby amended by the incorporation of this Addendum.

Alan Yegher *June 11, 2021*
 Seller (sign only after Buyer) _____ Date _____ DocuSigned by: *Sara Prayapati* 5/28/2021
 Buyer _____ Date _____

Seller (sign only after Buyer) _____ Date _____ DocuSigned by: *Khilendra Neupane* 5/28/2021
 Buyer _____ Date _____

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GCAAR # 911 - Inclusions/Exclusions — MC & DC

Page 1 of 1

CENTURY 21 Redwood Realty, 44095 Pipeline Plaza Ste 300 Ashburn VA 20147

Phone: (703) 858-5676

Fax: (703) 790-1888

Jeff Ganz

Produced with Lone Wolf Transactions (zipForm Edition) 231 Shearson Cr. Cambridge, Ontario, Canada N1T 1J6 www.lwolf.com

7/2020

22022 Ridge Rd

123



Lead Paint -Federal Disclosure of Lead-Based Paint and Lead-Based Paint Hazards for SALES

(Required for the SALE of all properties in the U.S. with any existing part built prior to 1978)

PROPERTY ADDRESS: 22022 Ridge Rd, Germantown, MD 20876-4346

☒ There are parts of the property that still exist that were built prior to 1978 OR ☐ No parts of the property were built prior to 1978 OR
☐ Construction dates are unknown. If any part of the property was constructed prior to 1978 or if construction dates are unknown, this disclosure is required. If the entire property was built in 1978 or later, this disclosure is not required.

LEAD WARNING STATEMENT FOR BUYERS: Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

SELLER'S DISCLOSURE:

(A) Presence of lead-based paint and/or lead-based paint hazards

- ☐ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain): _____ OR
☒ Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(B) Records and reports available to the Seller:

- ☐ Seller has provided Buyer with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below): _____ OR
☒ Seller has no reports or records pertaining to lead - based paint and/or lead-based paint hazards in the housing.

BUYER'S ACKNOWLEDGMENT:

(Buyer to initial all lines as appropriate)

- (C) ☒ Buyer has read the Lead Warning Statement above.
 (D) ☒ Buyer has read Paragraph B and acknowledges receipt of copies of any information listed therein, if any.
 (E) ☒ Buyer has received the pamphlet Protect Your Family From Lead in Your Home (required).
 (F) _____ / _____ Buyer has (check one below):
☐ Received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; OR
☐ Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

AGENT'S ACKNOWLEDGMENT: (Agent to initial)

(G) ☒ Agent has informed the Seller of the Seller's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

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

Seller Alan Yegher Date Ap 28, 2021
 Alan Yegher

Seller _____ Date _____

Agent for Seller, if any Jeffrey Ganz Date 9/28/2021
 Jeffrey Ganz

Buyer Sarg Prayapati Date 5/28/2021
 Sarg Prayapati

Buyer Khilendra Neupane Date 5/28/2021
 Khilendra Neupane

Agent for Buyer, if any Umesh Niroula Date 5/28/2021
 Umesh Niroula

GCAAR # 907A: Federal Lead
 Paint Sales Disclosure -MC &
 DC

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MARYLAND LEAD POISONING PREVENTION PROGRAM DISCLOSURE

22022 Ridge Rd

Property Address: Germantown, MD 20876-4346

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

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

AND

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

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

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

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

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

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

Alan Yegher 5/28/2021
 Seller Date
 Alan Yegher

Sarey Prapapati 5/28/2021
 Buyer Date
 4A5D8D4FC444DE...

Seller Date

Khilendra Neupane 5/28/2021
 Buyer Date
 2036FF84F38F44F...

Jeffrey Ganz 5/28/2021
 Seller's Agent Date
 Jeffrey Ganz

Umesh Mouda 5/28/2021
 Buyer's Agent Date
 F727864F9104FE

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

ADDENDUM # _____ dated 5/28/2021 to the Contract of Sale between
 Buyer Saroj Prajapati
 and Seller Alan Yegher for the Property
 known as 22022 Ridge Rd, Germantown, MD 20876-4346

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

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

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

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

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

OR

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

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

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

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

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

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

Your rights as a buyer under Section 10-702 may not be waived in the contract and any attempted waiver is void. Your rights as the buyer to terminate the contract under Section 10-702 are waived conclusively if not exercised before:

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

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

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

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

Alan Yegher 4/28, 2021
 Seller's Signature _____ Date _____
Alan Yegher

 Seller's Signature _____ Date _____
Jeffrey Ganz 4/28/2021
 Agent's Signature _____ Date _____
Jeffrey Ganz

DocuSigned by: _____ 5/28/2021
Sary Prayapati
 Buyer's Signature _____ Date _____

DocuSigned by: _____ 5/28/2021
Khilendra Neupane
 Buyer's Signature _____ Date _____

DocuSigned by: _____ 5/28/2021
Umesh Mirala
 Agent's Signature _____ Date _____

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MARYLAND RESIDENTIAL PROPERTY DISCLOSURE AND DISCLAIMER STATEMENT

Property Address: 22022 Ridge Rd, Germantown, MD 20876-4346

Legal Description: _____

NOTICE TO SELLER AND PURCHASER

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

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

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

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

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

MARYLAND RESIDENTIAL PROPERTY DISCLOSURE STATEMENT

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

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

How long have you owned the property? _____

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

Water Supply ☐ Public ☐ Well ☐ Other _____
 Sewage Disposal ☐ Public ☐ Septic System approved for _____ (# bedrooms) Other Type _____

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

Please indicate your actual knowledge with respect to the following:

1. Foundation: Any settlement or other problems? ☐ Yes ☐ No ☐ Unknown
 Comments: _____
2. Basement: Any leaks or evidence of moisture? ☐ Yes ☐ No ☐ Unknown ☐ Does Not Apply
 Comments: _____
3. Roof: Any leaks or evidence of moisture? ☐ Yes ☐ No ☐ Unknown
 Type of Roof: _____ Age _____
 Comments: _____
 Is there any existing fire retardant treated plywood? ☐ Yes ☐ No ☐ Unknown
 Comments: _____
4. Other Structural Systems, including exterior walls and floors:
 Comments: _____
 Any defects (structural or otherwise)? ☐ Yes ☐ No ☐ Unknown
 Comments: _____
5. Plumbing System: Is the system in operating condition? ☐ Yes ☐ No ☐ Unknown
 Comments: _____
6. Heating Systems: Is heat supplied to all finished rooms? ☐ Yes ☐ No ☐ Unknown
 Comments: _____
 Is the system in operating condition? ☐ Yes ☐ No ☐ Unknown
 Comments: _____
7. Air Conditioning System: Is cooling supplied to all finished rooms? ☐ Yes ☐ No ☐ Unknown ☐ Does Not Apply
 Comments: _____
 Is the system in operating condition? ☐ Yes ☐ No ☐ Unknown ☐ Does Not Apply
 Comments: _____
8. Electric Systems: Are there any problems with electrical fuses, circuit breakers, outlets or wiring?
☐ Yes ☐ No ☐ Unknown
 Comments: _____
- 8A. Will the smoke alarms provide an alarm in the event of a power outage? ☐ Yes ☐ No
 Are the smoke alarms over 10 years old? ☐ Yes ☐ No
 If the smoke alarms are battery operated, are they sealed, tamper resistant units incorporating a silence/hush button, which use long-life batteries as required in all Maryland Homes by 2018? ☐ Yes ☐ No
 Comments: _____
9. Septic Systems: Is the septic system functioning properly? ☐ Yes ☐ No ☐ Unknown ☐ Does Not Apply
 When was the system last pumped? Date _____ ☐ Unknown
 Comments: _____
10. Water Supply: Any problem with water supply? ☐ Yes ☐ No ☐ Unknown
 Comments: _____
 Home water treatment system: ☐ Yes ☐ No ☐ Unknown
 Comments: _____
 Fire sprinkler system: ☐ Yes ☐ No ☐ Unknown ☐ Does Not Apply
 Comments: _____
 Are the systems in operating condition? ☐ Yes ☐ No ☐ Unknown
 Comments: _____

wf 29

11. Insulation:

In exterior walls? ☐ Yes ☐ No ☐ Unknown
 In ceiling/attic? ☐ Yes ☐ No ☐ Unknown
 In any other areas? ☐ Yes ☐ No Where? _____

Comments: _____

12. Exterior Drainage: Does water stand on the property for more than 24 hours after a heavy rain?

☐ Yes ☐ No ☐ Unknown

Comments: _____

Are gutters and downspouts in good repair? ☐ Yes ☐ No ☐ Unknown

Comments: _____

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

Comments: _____

Any treatments or repairs? ☐ Yes ☐ No ☐ Unknown

Any warranties? ☐ Yes ☐ No ☐ Unknown

Comments: _____

14. Are there any hazardous or regulated materials (including, but not limited to, licensed landfills, asbestos, radon gas, lead-based paint, underground storage tanks, or other contamination) on the property? ☐ Yes ☐ No ☐ Unknown

If yes, specify below

Comments: _____

15. If the property relies on the combustion of a fossil fuel for heat, ventilation, hot water, or clothes dryer operation, is a carbon monoxide alarm installed in the property?

☐ Yes ☐ No ☐ Unknown

Comments: _____

16. Are there any zoning violations, nonconforming uses, violation of building restrictions or setback requirements or any recorded or unrecorded easement, except for utilities, on or affecting the property? ☐ Yes ☐ No ☐ Unknown

If yes, specify below

Comments: _____

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

Comments: _____

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

Comments: _____

18. Is the property subject to any restriction imposed by a Home Owners Association or any other type of community association?

☐ Yes ☐ No ☐ Unknown If yes, specify below

Comments: _____

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

☐ Yes ☐ No ☐ Unknown

Comments: _____

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

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

Seller(s) _____ Date _____

Alan Yegher

Seller(s) _____ Date _____

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

Purchaser _____ Date _____

Purchaser _____ Date _____

MARYLAND RESIDENTIAL PROPERTY DISCLAIMER STATEMENT

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

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

Section 1-702 also requires the seller to disclose information about latent defects in the property that the seller has actual knowledge of. The seller must provide this information even if selling the property "as is." "Latent defects" are defined as: Material defects in real property or an improvement to real property that:

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

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

Seller Alan Fegher Ap 28, 2021 Date _____

Seller _____ Date _____

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

Purchaser DocuSigned by: Savvy Prapapati Date 5/28/2021
F4A5D8D4FC44DE...

Purchaser DocuSigned by: Khilendra Neupane Date 5/28/2021
3036FF84F38F44F...

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Regulations, Easements and Assessments (REA) Disclosure and Addendum

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

The Contract of Sale dated _____, Address 22022 Ridge Rd
 City Germantown, State MD Zip 20876-4346 between
 Seller Alan Yegher and
 Buyer Saroj Prajapati is hereby
 amended by the incorporation of this Addendum, which shall supersede any provisions to the contrary in the Contract.

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

- Montgomery County Government, 101 Monroe Street, Rockville, MD, 20850.
- Main Telephone Number: 311 or 240-777-0311 (TTY 240-251-4850). Web site: www.MC311.com
- Maryland-National Capital Area Park and Planning Commission (M-NCPPC),
8787 Georgia Avenue, Silver Spring, MD, 20910. Main number: 301-495-4600. Web site: www.mc-mncppc.org
- City of Rockville, City Hall, 111 Maryland Ave, Rockville, MD 20850.
Main telephone number: 240-314-5000. Web site: www.rockvillemd.gov

1. **DISCLOSURE/DISCLAIMER STATEMENT:** A property owner may be exempt from Maryland Residential Property Disclosure Act as defined in the Maryland Residential Property Disclosure and Disclaimer Statement. Is Seller exempt from the Maryland Residential Property Disclosure Act? ☐ Yes ☒ No. If no, see attached Maryland Residential Disclosure and Disclaimer Statement. If yes, reason for exemption: _____.
2. **SMOKE DETECTORS:** Maryland law requires that ALL smoke alarms be less than 10 years from date of manufacture. Also, BATTERY-ONLY operated smoke alarms must be sealed units incorporating a silence/hush button and long-life batteries. Pursuant to Montgomery County Code, the Seller is required to have working smoke alarms. Requirements for the location of the alarms vary according to the year the Property was constructed. For a matrix of the requirements see: www.montgomerycountymd.gov/mcfrs-info/resources/files/laws/smokealarmmatrix_2013.pdf. In addition, Maryland law requires the following disclosure: This residential dwelling unit contains alternating current (AC) electric service. In the event of a power outage, an alternating current (AC) powered smoke detector will NOT provide an alarm. Therefore, the Buyer should obtain a dual-powered smoke detector or a battery-powered smoke detector.
3. **MODERATELY-PRICED DWELLING UNIT:** Is the Property part of the Moderately-Priced Dwelling Unit Program in Montgomery County, the City of Rockville, or the City of Gaithersburg? ☐ Yes ☒ No. If yes, Seller shall indicate month and year of initial offering: _____. If initial offering is after March 20, 1989, the prospective Buyer and Seller should contact the appropriate jurisdictional agency to ascertain the legal buying and selling restrictions on the Property.
4. **RADON DISCLOSURE:** A radon test must be performed on or before the Settlement Date of a "Single Family Home" in accordance with Montgomery County Code Section 40-13C (see <http://www.montgomerycountymd.gov/green/air/radon.html> for details) A Single Family Home means a single family detached or attached residential building. Single Family home does not include a residential unit that is part of a condominium regime or a cooperative housing corporation. The Seller of a Single Family Home (unless otherwise exempt below) is required to provide the Buyer, on or before Settlement Date, a copy of radon test results performed less than one year before Settlement Date, or to permit the Buyer to perform a radon test, but regardless, a radon test MUST be performed and both Seller and Buyer MUST receive a copy of the radon test results. If Buyer elects not to or fails to perform a radon test, the Seller is mandated to perform the test and provide the results to the Buyer on or before Settlement Date.

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

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Exemptions:

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

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

NOTE: In order to request Seller to remediate, a radon contingency must be included as part of the Contract.

5. AVAILABILITY OF WATER AND SEWER SERVICE:

- A. **Existing Water and Sewer Service:** Refer to the Seller's Water Bills or contact WSSC at 301-206-4001 or City of Rockville at 240-314-8420.
- B. **Well and Septic Locations:** Contact the Department of Permitting Services "DPS", Well and Septic, or visit <http://permittingservices.montgomerycountymd.gov/DPS/general/Home.aspx>. For well and/or septic field locations, visit <http://permittingservices.montgomerycountymd.gov/DPS/online/eInformationRequest.aspx>, or for homes built before 1978, request an "as built" drawing in person using DPS's "Septic System Location Application" form. Homes built prior to 1960 maybe filed on microfiche, and, if outside a subdivision, the name of the original owner may be required. An original owner's name can be found among the Land Records at the County Courthouse. Allow two weeks for the "as built" drawing.
- C. **Categories:** To confirm service area category, contact the Montgomery County Department of Environmental Protection ("DEP") Watershed Management Division or visit waterworks@montgomerycountymd.gov.

- A. **Water: Is the Property connected to public water?** ☐ Yes ☒ No
If no, has it been approved for connection to public water? ☐ Yes ☐ No ☒ Do not know
If not connected, the source of potable water, if any, for the Property is: _____
- B. **Sewer: Is the Property connected to public sewer system?** ☐ Yes ☒ No
If no, answer the following questions:
1. Has it been approved for connection to public sewer? ☐ Yes ☐ No ☒ Do not know
2. Has an individual sewage disposal system been constructed on Property? ☒ Yes ☐ No
Has one been approved for construction? ☐ Yes ☐ No
Has one been disapproved for construction ☐ Yes ☐ No ☐ Do not know
If no, explain: _____
- C. **Categories:** The water and sewer service area category or categories that currently apply to the Property is/are (if known) _____. This category affects the availability of water and sewer service as follows (if known) _____
- D. **Recommendations and Pending Amendments (if known):**
1. The applicable master plan contains the following recommendations regarding water and sewer service to the Property: _____
2. The status of any pending water and sewer comprehensive plan amendments or service area category changes that would apply to the Property: _____
- E. **Well and Individual Sewage System:** When a Buyer of real property that is located in a subdivision on which an individual sewage disposal system has been or will be installed receives the copy of the recorded subdivision plat, the Buyer must confirm in writing by signing said Plat that the Buyer has received and reviewed the Plat, including any restrictions on the location of initial and reserve wells, individual sewage disposal systems, and the buildings to be served by any individual sewage disposal system.

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

DocuSigned by:
Sury Prayapati
Buyer
5/28/2021
Date

DocuSigned by:
Khilendra Neupane
Buyer
5/28/2021
Date

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

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

8. **UNDERGROUND STORAGE TANK:** For information regarding Underground Storage Tanks and the procedures for their removal or abandonment, contact the Maryland Department of the Environment or visit www.mde.state.md.us Does the Property contain an UNUSED underground storage tank? ☐ Yes ☐ No ☒ Unknown. If yes, explain when, where and how it was abandoned:

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

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

Are there any potential Front Foot Benefit Charges (FFBC) or deferred water and sewer charged for which the buyer may become liable which do not appear on the attached property tax bills? ☐ Yes ☒ No

If yes, EITHER ☐ the Buyer agrees to assume the future obligations and pay future annual assessments in the amount of \$ _____, OR ☐ Buyer is hereby advised that a schedule of charges has not yet been established by the water and sewer authority, OR ☐ a local jurisdiction has adopted a plan to benefit the property in the future.

B. **Private Utility Company:**

Are there any deferred water and sewer charges paid to a Private Utility Company which do NOT appear on the attached property tax bills? ☐ Yes ☒ No. If yes, complete the following:

EFFECTIVE OCTOBER 1, 2016: NOTICE REQUIRED BY MARYLAND LAW REGARDING DEFERRED WATER AND SEWER CHARGES

This Property is subject to a fee or assessment that purports to cover or defray the cost of installing or maintaining during construction all or part of the public water or wastewater facilities constructed by the developer. This fee or assessment is \$ _____ payable annually in _____ (month) until _____ (date) to _____ (name and address) (hereafter called "lienholder"). There may be a right of prepayment or a discount for early prepayment, which may be ascertained by contacting the lienholder. This fee or assessment is a contractual obligation between the lienholder and each owner of this Property, and is not in any way a fee or assessment imposed by the county in which the Property is located.

If a Seller subject to this disclosure fails to comply with the provisions of this section:

(1) Prior to Settlement, the Buyer shall have the right to rescind the contract and to receive a full refund of all deposits paid on account of the contract, but the right of rescission shall terminate 5 days after the Seller provides the Buyer with the notice in compliance with this section

(2) Following Settlement, the Seller shall be liable to the Buyer for the full amount of any open lien or assessment.

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10. SPECIAL PROTECTION AREAS (SPA):

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

Is this Property located in an area designated as a Special Protection Area? ☐ Yes ☒ No.

If yes, special water quality measures and certain restrictions on land uses and impervious surfaces may apply.

Under Montgomery County law, Special Protection Area (SPA) means a geographic area where:

- A. Existing water resources, or other environmental features directly relating to those water resources, are of high quality or are unusually sensitive;
- B. Proposed land uses would threaten the quality or preservation of those resources or features in the absence of special water quality protection measures which are closely coordinated with appropriate land use controls. An SPA may be designated in:
 - (1) a land use plan;
 - (2) the Comprehensive Water Supply and Sewer System Plan;
 - (3) a watershed plan; or
 - (4) a resolution adopted after at least fifteen (15) days' notice and a public hearing.

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

DocuSigned by:
Buyer Saroj Prayapati
FAA5D8D4EC444DE

DocuSigned by:
Buyer Khilendra Neupane
3028F584F38F44F

- 11. PROPERTY TAXES:** Each property in Montgomery County, MD is assessed for annual real property taxes based on several different components. A copy of the tax bill will reflect which categories and components are applicable to this Property, including, whether the Property is located in a municipality, a special taxing district, a development district, a proposed development district, and/or whether this Property is subject to a special area tax or any WSSC front foot benefit charges. Definitions and explanations of each of these categories can be obtained at the Montgomery County Department of Finance website in the "**Frequently Asked Questions**" section located at www.montgomerycountymd.gov/apps/tax and select "FAQ". Additional information relating to taxes and the assessment and appeal process can be located at www.dat.state.md.us/sdatweb/taxassess.html - this provides tax information from the State of Maryland.

A. **Current Tax Bill:** IN ACCORDANCE WITH MONTGOMERY COUNTY CODE SECTION 40-12C, THE SELLER(S) MUST ATTACH HERETO A COPY OF THE CURRENT REAL PROPERTY TAX BILL FOR THIS PROPERTY. A copy of the tax bill for this Property can be obtained at www.montgomerycountymd.gov/apps/tax.

B. **Estimated Property Tax & Non-Tax Charges:** IN ADDITION, SELLER(S) ARE REQUIRED TO PROVIDE POTENTIAL BUYERS WITH THE ESTIMATED PROPERTY TAX AND NON-TAX CHARGES FOR THE FIRST FULL FISCAL YEAR OF OWNERSHIP. Information relative to this estimate, including how it was calculated and its significance to Buyers can be obtained at www.montgomerycountymd.gov/estimatedtax.

DS
SP / KN
Buyer's Initials

Buyer acknowledges receipt of both tax disclosures.

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

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

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- ☐ **The Property is located in an EXISTING Development District:** Each year the Buyer of this Property must pay a special assessment or special tax imposed under Chapter 14 of the Montgomery County Code, in addition to all other taxes and assessments that are due. As of the date of execution of this disclosure, the special assessment or special tax on this Property is \$ _____ each year. A map reflecting Existing Development Districts can be obtained at https://www2.montgomerycountymd.gov/estimatedtax/map/Existing_DevDistricts.pdf.

OR

- ☒ **The Property is located in a PROPOSED Development District:** Each year the Buyer of this Property must pay a special assessment or special tax imposed under Chapter 14 of the Montgomery County Code, in addition to all other taxes and assessments that are due. The estimated maximum special assessment or special tax is \$ _____ each year. A map reflecting Proposed Development Districts can be obtained at https://www2.montgomerycountymd.gov/estimatedtax/map/dev_districts.pdf.

OR

- ☐ **The Property is not located in an existing or proposed Development District.**

13. TAX BENEFIT PROGRAMS:

The Property may currently be under a tax benefit program that has deferred taxes due on transfer or may require a legally binding commitment from Buyer to remain in the program, such as, but not limited to:

- A. **Forest Conservation and Management Program (FC&MP):** Buyer is hereby notified that a property under a Maryland Forest Conservation Management Agreement (FCMA) could be subject to recapture/deferred taxes upon transfer. Is the Property under FCMA? ☐ Yes ☒ No. If yes, taxes assessed shall be paid by ☐ the Buyer OR ☐ the Seller.
- B. **Agricultural Program:** Is the Property subject to agricultural transfer taxes? ☐ Yes ☒ No. If yes, taxes assessed as a result of the transfer shall be paid by ☐ the Buyer OR ☐ the Seller. Confirm if applicable to this Property at www.dat.state.md.us/sdatweb/agtransf.html.
- C. **Other Tax Benefit Programs:** Does the Seller have reduced property taxes from any government program?
☐ Yes ☒ No. If yes, explain: _____

14. RECORDED SUBDIVISION PLAT:

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

- ☐ A. **Unimproved Lot and New Construction:** If the Property is an unimproved lot or a newly constructed house being sold for the first time, the Buyer shall be provided a copy of the recorded subdivision plat prior to entering into a contract. **Buyer hereby acknowledges receipt of a copy of the recorded subdivision plat.**
- OR
- ☒ B. **Resale/Acknowledged Receipt:** If the Property is not an unimproved lot or a newly constructed house (i.e. resale), the Buyer may, in writing, waive receipt of a copy of such plat at the time of execution of the Contract, but shall, prior to or at the time of Settlement, be provided with a copy of the subdivision plat. The subdivision plat is not intended as a substitute for examination of title and does not show every restriction and easement. **Buyer hereby acknowledges receipt of a copy of the recorded subdivision plat.**
- OR
- ☐ C. **Resale/Waived Receipt:** For Resale properties only, Buyer hereby waives receipt of a copy of such plat at time of execution of contract, but shall, prior to or at the time of Settlement, be provided a copy of the subdivision plat.

DS SP1 KN
 Buyer's Initials

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15. AGRICULTURAL RESERVE DISCLOSURE NOTICE:

This Property ☐ is ☒ is not subject to the Agricultural RESERVE Disclosure Notice requirements. These disclosures are contained in GCAAR Agricultural Zone Disclosure Notice, which must be provided to potential buyers prior to entering into a contract for the purchase and sale of a property that is subject to this Agricultural Reserve Disclosure requirement. Additional information can be obtained at http://www.mcmmaps.org/notification/agricultural_lands.aspx.

16. NOTICE CONCERNING CONSERVATION EASEMENTS: This Property ☐ is ☒ is not subject to a Conservation Easement. If applicable, GCAAR Conservation Easements Addendum is hereby provided. See www.montgomeryplanning.org/environment/forest/easements/easement_tool.shtml for easement locator map.**17. GROUND RENT:**

This Property ☐ is ☒ is not subject to Ground Rent. See Property Subject to Ground Rent Addendum.

18. HISTORIC PRESERVATION:

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

- A. **City of Rockville:** Montgomery County Code §40-12A has been adopted by the City of Rockville.
- B. **City of Gaithersburg:** Montgomery County Code §40-12A has been adopted by the City of Gaithersburg at City Code §2-6.
- C. **Other:** Contact the local municipality to verify whether the Property is subject to any additional local ordinance

Has the Property been designated as an historic site in the master plan for historic preservation? ☒ Yes ☐ No.

Is the Property located in an area designated as an historic district in that plan? ☐ Yes ☒ No.

Is the Property listed as an historic resource on the County location atlas of historic sites? ☒ Yes ☐ No.

Seller has provided the information required of Sec 40-12A as stated above, and the Buyer understands that special restrictions on land uses and physical changes may apply to this Property. To confirm the applicability of this County Code (Sec 40-12A) and the restrictions on land uses and physical changes that may apply, contact the staff of the County Historic Preservation Commission, 301-563-3400. **If the Property is located within a local municipality, contact the local government to verify whether the Property is subject to any additional local ordinances.**

DocuSigned by:
Surya Prayapati
F4A5D8D4FC444DE...
Buyer

5/28/2021

DocuSigned by:
Khilendra Neupane
3036FF84F38F44F...
Buyer

5/28/2021

19. MARYLAND FOREST CONSERVATION LAWS:

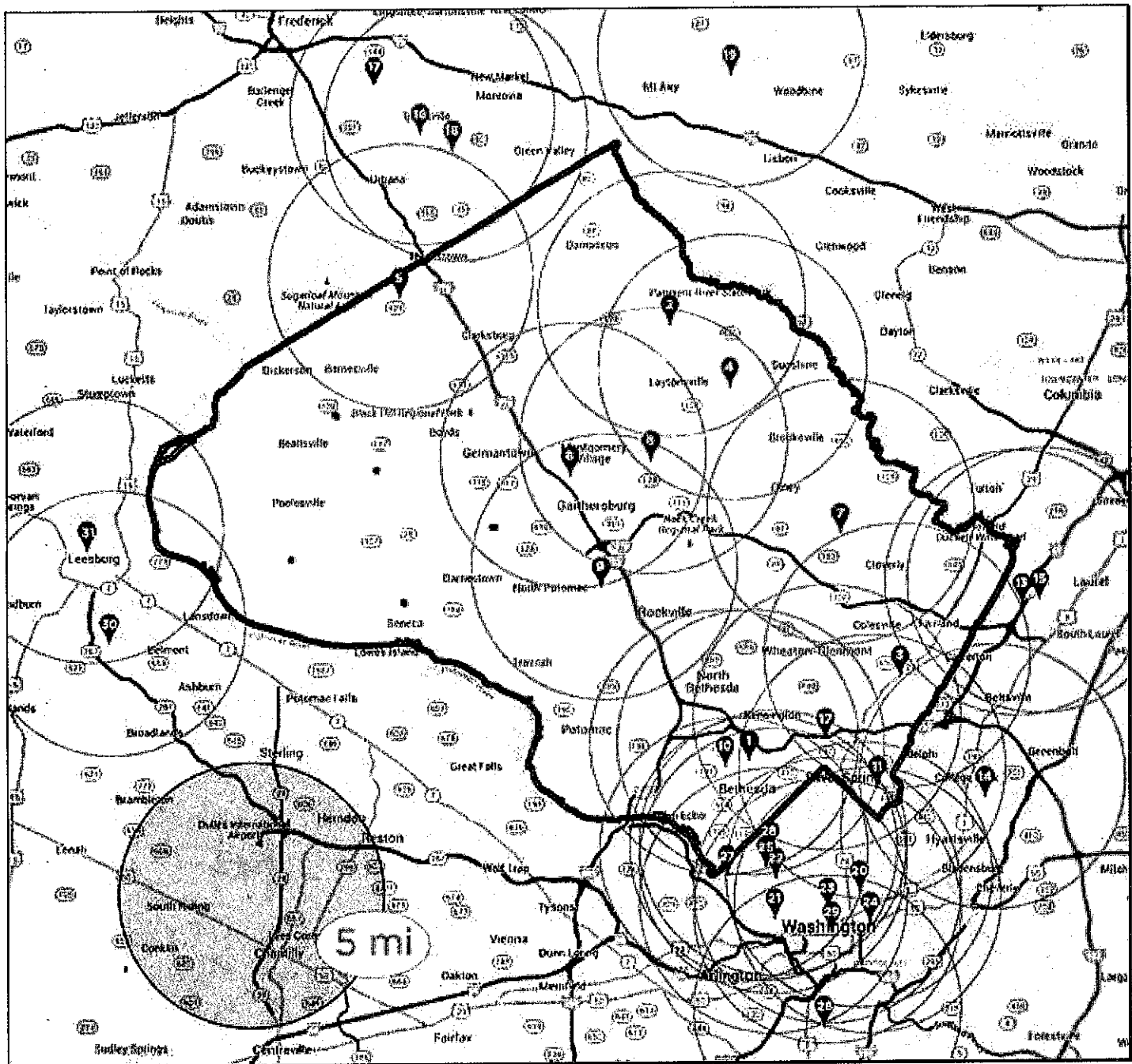
- A. **Forest Conservation Law:** The Buyer is notified that the cutting, clearing, and grading of more than 5,000 square feet of forest or any champion tree on the Property is subject to the requirements of the **Forest Conservation Law**. The Buyer is required to comply with the **Forest Conservation Law, Chapter 22A of the Montgomery County Code**. In order to assure compliance with the law, the Buyer is notified of the need to contact the **Countywide Environmental Planning Division** of the Maryland-National Capital Park and Planning Commission (**M-NCPPC**), whether it means obtaining a written exemption from the Forest Conservation Laws from **M-NCPPC** or obtaining approval of a Natural Resource Inventory/Forest Stand Delineation Plan, Forest Conservation Plan, or Tree Save Plan prior to cutting, clearing, and grading of more than 5,000 square feet of forest, obtaining a grading or sediment control permit, or developing the Property. Further, Seller represents and warrants that no activities have been undertaken on the Property in violation of the Forest Conservation Law and that if such activities have occurred in violation of the applicable law, that Seller has paid all of the penalties imposed and taken all of the corrective measures requested by **M-NCPPC**.
- B. **Forest Conservation Easements:** Seller represents and warrants that the Property ☐ is ☒ is not currently subject to a recorded Category I or Category II Forest Conservation Easement, Management Agreement or an approved Forest Conservation Plan, Tree Save Plan, or any other plan requiring the protection of natural areas, or any other pending obligation binding the owner of the Property under Forest Conservation Law requirements. If the Property is encumbered by any such easement or plan, attach a copy of the plat or recorded document (if available).

20. AIRPORTS AND HELIPORTS: The following list of airports and heliports includes those in Montgomery County and the surrounding area that may be within a five-mile radius of the Property. This list was compiled from data provided by the Washington Airports District Office of the Federal Aviation Administration and was current as of 8/1/2018. Buyer should be aware of the fact that most properties in Montgomery County are within five (5) miles of an airport or heliport installation. Refer to the FAA website for a current list: http://www.faa.gov/airports/airport_safety/airportdata_5010.

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MONTGOMERY COUNTY

1. **Walter Reed National Medical Center Heliport**, 8901 Rockville Pike, Bethesda, MD 20889
2. **Davis Airport**, 7200 Hawkins Creamery Road, Laytonsville, MD 20879
3. **Dow Jones & Company, Inc.**, 11501 Columbia Pike, Silver Spring, MD 20904
4. **Federal Support Center Heliport**, 5321 Riggs Road, Gaithersburg, MD 20882
5. **Flying M Farms**, 24701 Old Hundred Road, Comus, MD 20842
6. **IBM Corporation Heliport**, 18100 Frederick Avenue, Gaithersburg, MD 20879
7. **Maryland State Police Heliport**, 7915 Montrose Road, Rockville, MD 20854
8. **Montgomery County Airpark**, 7940 Airpark Road, Gaithersburg, MD 20879
9. **Shady Grove Adventist Hospital**, 9901 Medical Center Drive, Rockville, MD 20850
10. **Suburban Hospital**, 8600 Old Georgetown Road, Bethesda, MD 20814
11. **Washington Adventist Hospital**, 7600 Carroll Avenue, Takoma Park, MD 20912
12. **Holy Cross Hospital**, 1500 Forest Glen Road, Silver Spring, MD, 20910
13. **Holy Cross Germantown**, 19801 Observation Dr, Germantown, MD 20876

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PRINCE GEORGE'S COUNTY

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

FREDERICK COUNTY

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

CARROLL COUNTY

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

DISTRICT OF COLUMBIA

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

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

VIRGINIA

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

21. **ENERGY EFFICIENCY DISCLOSURE NOTICE:** Before signing a contract for the sale of a single-family home (single-family attached, including condominiums or detached residential building), Sellers of Montgomery County properties must provide Buyers with the following:

- A. **Information Disclosure:** Information about home energy efficiency improvements, including the benefit of conducting a home energy audit. Buyers should visit the following websites for this information:
<http://www.montgomerycountymd.gov/green/Resources/Files/energy/Home-Sales-Disclosure.pdf>
- B. **Usage History:** Has the home been owner-occupied for the immediate prior 12 months? ☐ Yes ☒ No If property has been owner-occupied for any part of the past 12 months, Seller must provide copies of electric, gas and home heating oil bills **OR** cost and usage history for the single-family home for that time. Sellers may use **GCAAR Utility Cost and Usage History Form** to disclose the utility costs and usage history.

By signing below, Seller acknowledges he has carefully examined this form, and that the information is complete, accurate, and current to the best of his knowledge at the time of entering into a contract. Buyer agrees he has read this Addendum carefully and understands the information that has been disclosed.

Alan Yegher Ap28, 2021
 Seller Date
 Alan Yegher

DocuSigned by: Sargy Prayapati 5/28/2021
 Buyer F4A50B04FC444DE... Date

DocuSigned by: Khilendra Neupane 5/28/2021
 Seller Date
 Buyer 3036FF84F38P20P Date

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REAL PROPERTY CONSOLIDATED TAX BILL

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

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

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

YEGHER DAVID
YEGHER ALAN
22022 RIDGE RD
GERMANTOWN, MD 20876-4346

PRINCIPAL RESIDENCE

LOT	BLOCK	DISTRICT	SUB	TAX CLASS	BILL #	ACCOUNT #																																																				
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<table border="1"> <thead> <tr> <th>CONSTANT YIELD RATE INFORMATION</th> </tr> </thead> <tbody> <tr> <td>COUNTY RATE OF 0.6948 IS LESS THAN THE CONSTANT YIELD RATE OF 0.7080 BY 0.0132</td> </tr> </tbody> </table>							CONSTANT YIELD RATE INFORMATION	COUNTY RATE OF 0.6948 IS LESS THAN THE CONSTANT YIELD RATE OF 0.7080 BY 0.0132																																																		
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PRIOR YEAR TAXES UNPAID																																																										

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

PLEASE RETAIN THE TOP PORTION FOR YOUR RECORDS.



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

BILL #
40257671

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

☐

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

ACCOUNT #	LEVY YEAR	AMOUNT DUE
02898373	2020	11,661.10

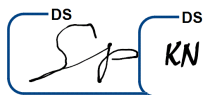
DS
KN

DUE MAY 31 2021
PLEASE INDICATE AMOUNT BEING PAID

AMOUNT PAID

YEGHER DAVID
YEGHER ALAN
22022 RIDGE RD
GERMANTOWN, MD 20876-4346

20820206402576714000116611050000000000
141



Printed on: 5/4/2021 9:41:03 AM

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

ACCOUNT NUMBER:		02898373	
PROPERTY:	OWNER NAME	YEGHER DAVID	
	ADDRESS	22022 RIDGE RD GERMANTOWN , MD 20876-4346	
	TAX CLASS	42	
	REFUSE INFO	Refuse Area: R Refuse Unit:	
TAX INFORMATION:			
TAX DESCRIPTION	FY21 PHASE-IN VALUE₁	FY20 RATE₂	ESTIMATED FY21 TAX/CHARGE
STATE PROPERTY TAX	963,467	.1120	\$1,079.08
COUNTY PROPERTY TAX ₃	963,467	.9912	\$9,549.88
SOLID WASTE CHARGE ₄		222.8600	\$222.86
BAY RESTORATION FUND			\$60
WATER QUALITY PROTECT CHG (SF ₄			\$322.8
ESTIMATED TOTAL₆			\$11,234.62



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

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



STATE OF MARYLAND
REAL ESTATE COMMISSION

Consent for Dual Agency

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

When Dual Agency May Occur

The possibility of Dual Agency arises when:

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

Important Considerations Before Making a Decision About Dual Agency

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

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

Your Choices Concerning Dual Agency

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

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

Duties of a Dual Agent and Intra-Company Agent

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

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

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

How Dual Agents Are Paid

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

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

Consent for Dual Agency

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

CENTURY 21 REDWOOD REALTY

act as a Dual Agent for me as the

(Firm Name)

22022 Ridge Rd

☒ **Seller** in the sale of the property at: **Germantown, MD 20876-4346**

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

Signature

Alan Yegher

Date

April 28, 2021

Signature

Date

AFFIRMATION OF PRIOR CONSENT TO DUAL AGENCY

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

22022 Ridge Rd, Germantown, MD 20876-4346

Property Address

5/28/2021

DocuSigned by:

Saroj Prajapati

Signature

Date

DocuSigned by:

Khilendra Neupane

Signature

Date

5/28/2021

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

Saroj Prajapati

Name(s) of Buyer(s)

Signature

Alan Yegher

Date

Signature

Date

Agent Full**22022 Ridge Rd, Germantown, MD 20876****Active****Residential****\$1,200,000****Recent Change: 05/03/2021 : New Active : ->ACT**

MLS #:	MDMC756578	Beds:	4
Tax ID #:	160202898373	Baths:	1 / 2
Ownership Interest:	Fee Simple	Above Grade Fin SQFT:	Assessor
Structure Type:	Detached	Year Built:	1900
Levels/Stories:	2	Style:	Colonial
Waterfront:	No	Central Air:	No
Garage:	No	Basement:	No

Location

County:	Montgomery, MD	School District:	Montgomery County Public Schools
In City Limits:	No	High School:	Clarksburg
Legal Subdivision:	CLARKSBURG OUTSIDE	Middle/Junior School:	Rocky Hill
Subdiv / Neigh:	CLARKSBURG OUTSIDE	Elementary School:	William B. Gibbs Jr.
		Election District:	2

Association / Community Info

Association Recreation Fee: No

Taxes and Assessment

Tax Annual Amt / Year:	\$11,167 / 2020	Tax Assessed Value:	\$963,467 / 2021
County Tax:	\$10,581 / Annually	Imprv. Assessed Value:	\$149,500
Clean Green Assess:	No	Land Assessed Value:	\$815,900
Front Foot Fee:	Annually	Special Assmt:	\$372.75
Refuse Fee:	\$213	Land Use Code:	003
Zoning:	PRC	Block/Lot:	A

Rooms

	Bed	Bath
Main		1 Half
Upper 1	4	1 Full, 1 Half

Building Info

Above Grade Fin SQFT:	Assessor	Construction Materials:	Stucco
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Lot

Lot Acres / SQFT:	15.61a / 679970sf / Assessor
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Ground Rent

Ground Rent Exists:	No
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Parking

Total Parking Spaces	Unknown	Features:	Driveway, Off Street
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Interior Features

Interior Features:	Accessibility Features: None
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Utilities

Utilities:	No Cooling, Cooling Fuel: None, Heating: Radiant, Heating Fuel: Oil, Hot Water: Electric, Water Source: Well, Sewer: Septic Exists
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Remarks


Agent: This is a unique property in a fantastic location with lots of potential. Previous owner had approval for a country inn as well as commercial center. The home on the property is designated historic and is in need of updating.

Public: This is a unique property in a fantastic location with lots of potential. Previous owner had approval for a country inn as well as commercial center. The home on the property is designated historic and is in need of updating.

Listing Office

Listing Agent: [Jeffrey Ganz](#) (88103) (Lic# 583085) (240) 353-3390
 Listing Agent Email: agentganz@gmail.com
 Responsible Broker: Sandy Rosengarden (77507) (Lic# 577116-MD)
 Listing Office: [Century 21 Redwood Realty](#) (RDWG9)
 6116 Executive Blvd N Ste 305, Rockville, MD 20852-2555
 Office Manager: Chris Constantine (3005935)
 Office Phone: (301) 208-2288 Office Fax: (301) 519-9245

Showing

Appointment Phone: Use MLS link  - [Schedule a showing](#)
 Showing Contact: Service Lock Box Type: None
 Contact Name: ShowingTime
 Showing Requirements: 24 Hours Notice, Schedule Online
 Showing Method: In-Person Only
 Directions: The Ridge Road address is a little misleading. To get to property, take Ridge Road North and make a left onto Snowden Farm Parkway. You will see the property on your left after passing Boneset Drive. Make a U-Turn at Morning Star Drive to come back to the driveway.

Compensation

Buyer Agency Comp: 2.5% Of Gross Sub Agency Comp: 2.5% Of Gross
 Dual/Var Comm: No

Listing Details

Original Price:	\$1,200,000	Owner Name:	Alan Yegher
Vacation Rental:	No	DOM / CDOM:	14 / 14
Listing Agrmnt Type:	Exclusive Right	Original MLS Name:	BRIGHT
Prospects Excluded:	No	Home Warranty:	No
Listing Service Type:	Full Service		
Dual Agency:	Yes		
Sale Type:	Standard		
Listing Term Begins:	05/03/2021		
Listing Entry Date:	05/03/2021		
Possession:	Settlement		
Federal Flood Zone:	No		

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