



STATE OF MARYLAND
REAL ESTATE COMMISSION

Understanding Whom Real Estate Agents Represent

THIS NOTICE IS NOT A CONTRACT

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

Agents Who Represent the Seller

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

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

If you are viewing a property listed by the company with whom the agent accompanying you is affiliated, and you have not signed a Buyer Agency Agreement and a "Consent for Dual Agency" form, that agent is representing the seller.

Agents Who Represent the Buyer

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

Dual Agents

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

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

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

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

- >Real estate agents are obligated by law to treat all parties to a real estate transaction honestly and fairly. They must exercise reasonable care and diligence and maintain the confidentiality of clients. They must not discriminate in the offering of properties; they must promptly present each written offer or counteroffer to the other party; and they must answer questions truthfully.
- >Real estate agents must disclose all material facts that they know or should know relating to a property. An agent's duty to maintain confidentiality does not apply to the disclosure of material facts about a property.
- >All agreements with real estate brokers and agents must be in writing and explain the duties and obligations of both the broker and the agent. The agreement must explain how the broker and agent will be paid and any fee-sharing agreements with other brokers.
- >You have the responsibility to protect your own interests. You should carefully read all agreements to make sure they accurately reflect your understanding. A real estate licensee is qualified to advise you on real estate matters only. If you need legal or tax advice, it is your responsibility to consult a licensed attorney or accountant.

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

We, the ☐ Sellers/Landlord ☐ Buyers/Tenants acknowledge receipt of a copy of this disclosure and that _____ (firm name) and _____ (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
 - ☐ intra-company agent/dual agent (CHECK BOX ONLY IF CONSENT FOR DUAL AGENCY FORM HAS BEEN SIGNED)

Signature _____ (Date) Signature _____ (Date)

* * * * *

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

Name of Individual to whom disclosure made _____ Name of Individual to whom disclosure made _____
Agent's Signature _____ (Date) _____



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

The Contract of Sale dated _____ between _____
(Buyer) and **Farmers Collective Collective**
Preservation LLC (Seller) for the purchase of the real property located at
Address **4901 Brookeville Rd, with IMPS.** Unit # **Total ACS: 193.09**
City **Brookeville** State **MD** Zip Code **20833-1626**, Parking Space(s) # _____
Storage Unit # _____ with the legal description of Lot _____ Block/Square _____
Section _____ Subdivision/Project Name **Parcels: P212:16.8341 acs.+/-**
Tax Account # _____ 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.

Buyer

Buyer

-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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GCAAR Form # 1312 - MC Jurisdictional Addendum - GCAAR

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Robert Jamison

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Phone: 301.428.820015

Fax: 301.428.8133

10/2015

Farmers Collective

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:**

- ☐ **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).

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 _____
Farmers Collective Collective

Buyer _____ Date _____

Seller _____ Date _____

Buyer _____ Date _____



Regulations, Easements and Assessments (REA) Disclosure and Addendum

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

The Contract of Sale dated _____, Address 4901 Brookeville Rd, with IMPS.,
City Brookeville, State MD Zip 20833-1626 between
Seller Farmers Collective Collective Preservation LLC and
Buyer _____ is hereby

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

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

- **Montgomery County Government**, 101 Monroe Street, Rockville, MD, 20850. Main Telephone Number: 311 or 240-777-0311 (TTY 240-251-4850). Web site: www.MC311.com
- **Maryland-National Capital Area Park and Planning Commission (M-NCPPC)**, 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:** 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. **Maryland law requires by 2018 the replacement of all BATTERY-ONLY operated smoke alarms with tamper resistant units incorporating a silence/hush button and long-life batteries.**
3. **MODERATELY-PRICED DWELLING UNIT:** Is the Property part of the Moderately-Priced Dwelling Unit Program in Montgomery County or the City of Rockville? ☐ 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.

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4. **RADON DISCLOSURE:** Effective October 1, 2016, a radon test must be performed before completing the sale of a "Single Family Home" in accordance with Montgomery County Code Section 40-13C. **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 a copy of radon test results performed less than one year before Settlement Date or permit the Buyer to perform a radon test.

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

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.

If not exempt above, a copy of the radon test result is attached ☐ Yes ☐ No.

If Buyer elects not to perform a Radon Test, under Montgomery County Code Section 40-13C, the Seller is mandated to perform the test and provide the results to the Buyer prior to Settlement Date.

Buyer ☐ or Seller ☐ will perform a radon test in accordance with Montgomery County Code Section 40-13C.

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:**

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

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D. Recommendations and Pending Amendments (if known):

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

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

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

Buyer _____

Date Buyer _____

Date _____

6. CITY OF TAKOMA PARK:

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

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

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) 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)

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until _____ (date) to _____ (name and address)
(hereafter called "lienholder"). There may be a right of prepayment or a discount for early prepayment, which may be ascertained by contacting the lienholder. This fee or assessment is a contractual obligation between the lienholder and each owner of this property, and is not in any way a fee or assessment imposed by the county in which the property is located.

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

- (1) Prior to Settlement, the Buyer shall have the right to rescind the contract and to receive a full refund of all deposits paid on account of the contract, but the right of rescission shall terminate 5 days after the seller provides the Buyer with the notice in compliance with this section
- (2) Following settlement, the Seller shall be liable to the Buyer for the full amount of any open lien or assessment.

10. SPECIAL PROTECTION AREAS (SPA):

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

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

- A. Existing water resources, or other environmental features directly relating to those water resources, are of high quality or are unusually sensitive;
- B. Proposed land uses would threaten the quality or preservation of those resources or features in the absence of special water quality protection measures which are closely coordinated with appropriate land use controls. An SPA may be designated in:
- (1) a land use plan;
 - (2) the Comprehensive Water Supply and Sewer System Plan;
 - (3) a watershed plan; or
 - (4) a resolution adopted after at least fifteen (15) days' notice and a public hearing.

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

Buyer

Buyer

11. PROPERTY TAXES:

Each property in Montgomery County, MD is assessed for annual real property taxes based on several different components. A copy of the tax bill will reflect which categories and components are applicable to this Property, including, whether the Property is located in a municipality, a special taxing district, a development district, a proposed development district, and/or whether this Property is subject to a special area tax or any WSSC front foot benefit charges. Definitions and explanations of each of these categories can be obtained at the Montgomery County Department of Finance website in the "**Frequently Asked Questions**" section located at www.montgomerycountymd.gov/apps/tax and select "FAQ". Additional information relating to taxes and the assessment and appeal process can be located at www.dat.state.md.us/sdatweb/taxassess.html - this provides tax information from the State of Maryland.

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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.

_____/_____
Buyers' 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 www.montgomerycountymd.gov/apps/OCP/Tax/FAQ.asp. Seller shall choose one of the following:

☐ **The Property is located in an EXISTING Development District:** Each year the Buyer of this Property must pay a special assessment or special tax imposed under Chapter 14 of the Montgomery County Code, in addition to all other taxes and assessments that are due. As of the date of execution of this disclosure, the special assessment or special tax on this Property is \$ _____ each year. A map reflecting Existing Development Districts can be obtained at www.montgomerycountymd.gov/apps/OCP/Tax/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 Existing Development Districts can be obtained at www.montgomerycountymd.gov/apps/ocp/tax/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: _____.

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14. RECORDED SUBDIVISION PLAT:

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

_____/_____
Buyers' Initials

☐ **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.

15. AGRICULTURAL RESERVE DISCLOSURE NOTICE:

This Property ☐ is ☐ is not subject to the Agricultural RESERVE Disclosure Notice requirements. These disclosures are contained in GCAAR Agricultural Zone Disclosure Notice, which must be provided to potential buyers prior to entering into a contract for the purchase and sale of a property that is subject to this Agricultural Reserve Disclosure requirement. Additional information can be obtained at http://www.mcmaps.org/notification/agricultural_lands.aspx .

16. NOTICE CONCERNING CONSERVATION EASEMENTS: This property ☐ is ☐ is not subject to a Conservation Easement. See GCAAR Conservation Easements Addendum. 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.

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- a. **City of Rockville:** Potential buyers of property located in the City of Rockville should be advised that structures that are 50 years old or older, or which may be otherwise significant according to criteria established by the Rockville Historic District Commission, should be notified prior to purchase that demolition and building permit applications for substantial alteration will trigger an evaluation and approval process. This process may result in the property being designated a historic site, and if so, any exterior alterations must be reviewed and approved.
- 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. <u>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.</u>	
_____ Buyer	_____ Buyer

19. MARYLAND FOREST CONSERVATION LAWS:

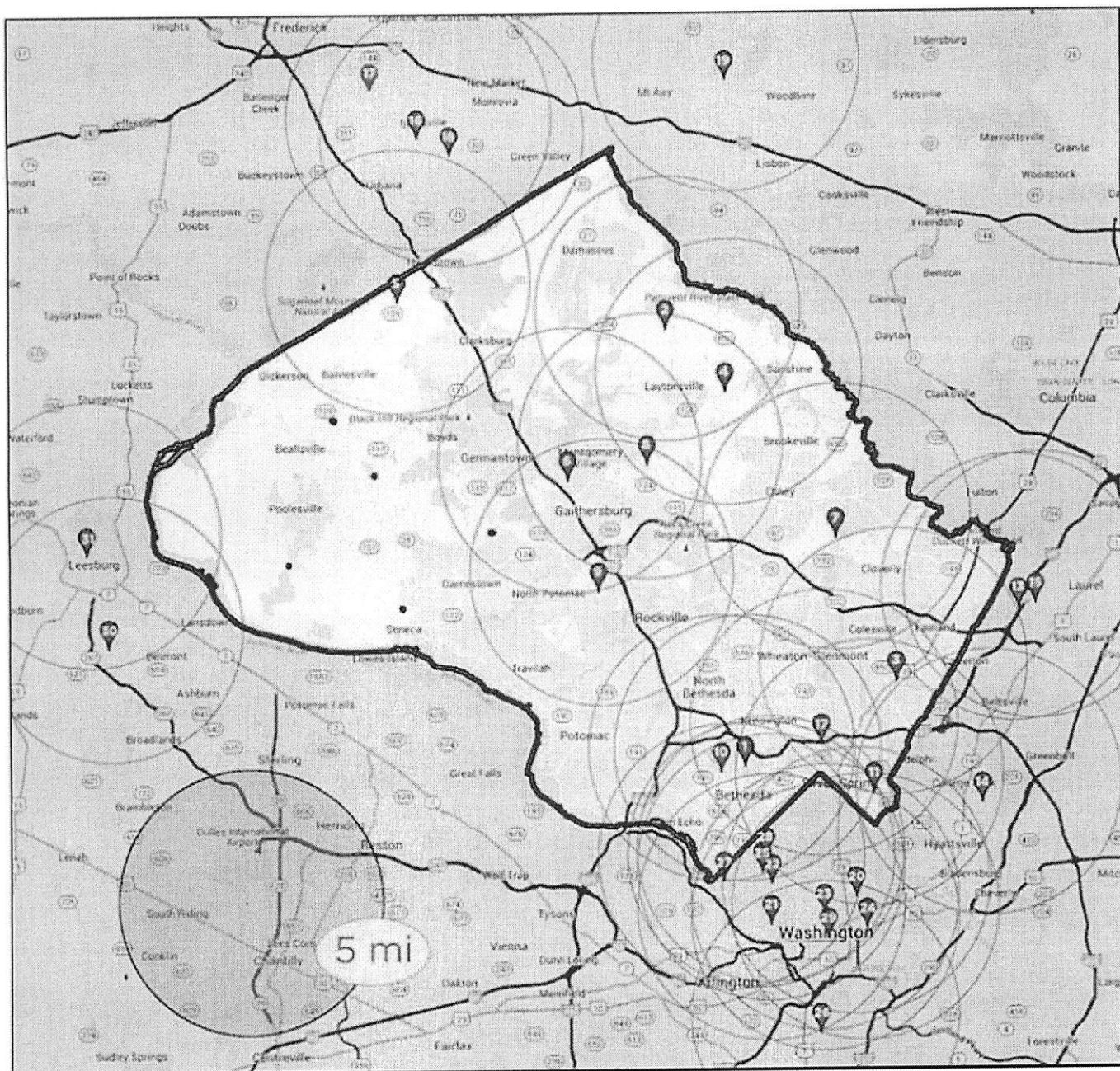
- A. **Forest Conservation Law:** The Buyer is notified that the cutting, clearing, and grading of more than 5,000 square feet of forest or any champion tree on the Property is subject to the requirements of the **Forest Conservation Law**. The Buyer is required to comply with the Forest Conservation Law, Chapter 22A of the Montgomery County Code. In order to assure compliance with the law, the Buyer is notified of the need to contact the **Countywide Environmental Planning Division** of the Maryland-National Capital Park and Planning Commission (M-NCPPC), whether it means obtaining a written exemption from the Forest Conservation Laws from M-NCPPC or obtaining approval of a Natural Resource Inventory/Forest Stand Delineation Plan, Forest Conservation Plan, or Tree Save Plan prior to cutting, clearing, and grading of more than 5,000 square feet of forest, obtaining a grading or sediment control permit, or developing the Property. Further, Seller represents and warrants that no activities have been undertaken on the Property in violation of the Forest Conservation Law and that if such activities have occurred in violation of the applicable law, that Seller has paid all of the penalties imposed and taken all of the corrective measures requested by M-NCPPC.
- B. **Forest Conservation Easements:** Seller represents and warrants that the Property ☐ is ☐ is not currently subject to a recorded Category I or Category II Forest Conservation Easement, Management Agreement or an approved Forest Conservation Plan, Tree Save Plan, or any other plan requiring the protection of natural areas, or any other pending obligation binding the owner of the Property under Forest Conservation Law requirements. If the Property is encumbered by any such easement or plan, attach a copy of the plat or recorded document (if available).

- 20. AIRPORTS AND HELIPORTS:** The following list of airports and heliports includes those in Montgomery County and the surrounding area that may be within a five-mile radius of the Property. This list was compiled from data provided by the Washington Airports District Office of the Federal Aviation Administration and was current as of 6/1/2015. 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**, 16501 Norwood Road, Sandy Spring, MD 20860

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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

PRINCE GEORGE'S COUNTY

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

FREDERICK COUNTY

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

CARROLL COUNTY

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

DISTRICT OF COLUMBIA

20. Children's National Medical Center, 111 Michigan Avenue, NW, 20010
- Washington Hospital Center, 110 Irving Street, NW, 20010
21. Georgetown University Hospital, 3800 Reservoir Road, NW, 20007
22. Metropolitan Police, Dist. 2, 3320 Idaho Avenue, NW, 20007
23. Metropolitan Police, Dist. 3, 1620 V Street, NW, 20007
24. Michael R. Nash, 50 Florida Avenue, NE 20002
25. National Presbyterian Church, 4101 Nebraska Avenue, NW, 20016
26. Sibley Memorial Hospital, 5255 Loughboro Road, NW, 20016
27. Steuart Office Pad, Steuart Petroleum Co., 4640 40th Street, NW, 20016
28. Washington Post, 1150 15th Street, NW, 20017

VIRGINIA

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

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://gcaar.com/news_ektid5454.aspx
www.Energystar.gov/homeperformance
www.Lighterfootstep.com
www.Goinggreenathome.org

- 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.

Seller _____ Date _____
Farmers Collective Collective

Buyer _____ Date _____

Seller _____ Date _____

Buyer _____ Date _____

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

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

PROPERTY ADDRESS: 4901 Brookeville Rd, with IMPS., Brookeville, MD 20833-1626

☐ 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.

 Date
Seller
Farmers Collective Collective

 Date
Buyer

 Date
Seller

 Date
Buyer

 Date
Agent for Seller, if any
Robert P. Jamison

 Date
Agent for Buyer, if any

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

Charles H Jamison Inc, 19939 Fisher Ave/PO Box 86 Poolesville, MD 20837
Robert Jamison

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Farmers Collective

2/2016



MARYLAND LEAD POISONING PREVENTION PROGRAM DISCLOSURE

4901 Brookeville Rd, with IMPS.

Property Address: Brookeville, MD 20833-1626

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 _____ / _____ is not registered in the Maryland Program (***Seller to initial applicable line***).

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

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

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

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

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

Seller _____ Date _____ Buyer _____ Date _____
Farmers Collective Collective

Seller _____ Date _____ Buyer _____ Date _____

Seller's Agent _____ Date _____ Buyer's Agent _____ Date _____
Robert P. Jamison

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GCAAR Form #908 – MC
(Previously form #1301 L.2)

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Robert Jamison

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Inclusions/Exclusions Disclosure and Addendum (Required for use with GCAAR Sales Contract)

Property Address: 4901 Brookeville Rd, with IMPS. , Brookeville, MD 20833-1626

PART I. INCLUSIONS/EXCLUSIONS DISCLOSURE

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

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

OTHER

I f. presently installed it conveyed

LEASED ITEMS

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

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

[Signature] 1/6/17
Seller Farmers Collective Collective Date _____ Seller _____ Date _____

PART II. INCLUSIONS/EXCLUSIONS ADDENDUM

The Contract of Sale dated _____ between Seller Farmers Collective Collective
Preservation LLC and Buyer _____
_____ is hereby amended by the incorporation of Parts I and II herein.

Seller _____ Date _____ Buyer _____ Date _____
Seller _____ Date _____ Buyer _____ Date _____

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GCAAR # 911 - Inclusions/Exclusions

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Robert Jamison

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Phone: 301.428.820015

Fax: 301.428.8133

10/2015
Farmers Collective



Montgomery County Jurisdictional Addendum to the Listing Agreement for Improved Real Property

The Listing Agreement dated _____, Address 4901 Brookeville Rd, with IMPS.
City Brookeville, State MD Zip 20833-1626
between Seller Farmers Collective Collective Preservation LLC and
Broker Charles H. Jamison, LLC Robert P. Jamison is hereby

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

1. **AGENCY:**

A. Agency Disclosure and Consent for Dual Agency: Seller acknowledges that the Broker has informed Seller of his rights and obligations as defined in forms, "Understanding Whom Real Estate Agents Represent" and "Consent for Dual Agency." Copies attached hereto.

B. Ministerial Acts: Seller agrees that the Agent may perform ministerial acts for the Buyer.

A "ministerial act" is an act where the Agent assists the Buyer to complete or fulfill a sales contract with the Seller and an act that does not involve discretion or the exercise of the Agent's own judgment.

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

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

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

A. If Buyer is not a first time Maryland home buyer*, then such taxes shall be shared equally between Seller and Buyer, unless otherwise negotiated in the sales contract.

B. If Buyer is a first time Maryland home buyer*, then all the transfer and recordation taxes shall be paid by the Seller, unless otherwise negotiated in the contract.

C. If Buyer is a first time Maryland home buyer*, Maryland law states that the rate of the State Transfer Tax is reduced to 1/4% of the sales price and shall be paid by the Seller.

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

4. **MARYLAND NON-RESIDENT SELLER TRANSFER WITHHOLDING TAX DISCLOSURE:**

Seller acknowledges, pursuant to Maryland Code §10-912 of the Tax-Property Article, Annotated Code of Maryland, that if Seller is:

1) a non-resident individual of the State of Maryland or is

2) a non-resident entity which is not formed under the laws of the State of Maryland and is not qualified by or registered with the Maryland State Department of Assessments and Taxation to do business in the State of Maryland, the deed or other instrument of writing that effects a change of ownership to the Property may not be recorded with the clerk of the court for a county or filed with the Maryland State Department of Assessments and Taxation unless payment is first made by the Seller in an amount equal to:

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GCAAR # 909 - Jurisdictional Addendum to Listing - MC

Charles H Jamison Inc, 19939 Fisher Ave/PO Box 86 Poolesville, MD 20837
Robert Jamison

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Fax: 301.428.8133

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Farmers Collective

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- a) 7.5% of the total payment to a non-resident individual(s) Seller; or
- b) 8.25% of the total payment to a non-resident entity Seller.

UNLESS each Seller:

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

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

5. RECEIPT OF INFORMATION AND COMPLETION OF DISCLOSURES: Seller acknowledges Seller's receipt of and/or completion of the following disclosures and authorizes Broker to make them available to prospective purchasers:

- "Maryland Residential Property Disclosure or Disclaimer Statement"
- "Information and Disclosure of Lead-Based Paint and Lead-Based Paint Hazards"
- "Maryland Lead Paint Disclosure and Notice Statement"
- "Government Regulations, Easements and Assessments Disclosure and Addendum"
- "Inclusions/Exclusions Disclosure"
- NAR Pamphlet, "What Everyone Should Know About Equal Opportunity in Housing"

6. TERMINATION: This Agreement may be terminated prior to the end of the Listing Period by either party Delivering _____ days advance Notice to the other. In the event Seller terminated this Agreement pursuant to this paragraph Seller shall compensate Broker _____.

7. OFFER PRESENTATION: All written offers or counteroffers shall be presented to the client in full as a hard copy or in electronic format unless otherwise specified here: _____

Seller Farmers Collective 1/6/17 Date

Seller _____ Date

Seller _____ Date

Company: Charles H. Jamison, LLC

By: _____
Broker/Supervising Manager (Signature) Date

Broker/Supervising Manager (Print Name)

Listing Agent
Robert P. Jamison Date

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51952 095

MONTGOMERY COUNTY, MD

APPROVED BY MF

Tax Id # 08-00706898

APR 21 2016

TRANSFER OF DEVELOPMENT RIGHTS (TDR) EASEMENT

RECORDATION TAX PAID
\$ 0 TRANSFER TAX PAID

THIS TRANSFER OF DEVELOPMENT RIGHTS (TDR) EASEMENT, made this 20th day of April, 2016 by and between **Farmers Collective Preservation, LLC**, ("Grantor"), and **MONTGOMERY COUNTY, MARYLAND**, a body corporate and politic, hereinafter ("Grantee").

RECITALS

Chapter 59 of the Montgomery County Code defines "Development Right" as: "The potential for the improvement of a parcel of real property, measured in dwelling units or units of commercial or industrial space, existing because of the zoning classification of the parcel", and sets forth a procedure for the transfer of Development Rights for the purpose of preserving agricultural land. Grantor is the owner in fee simple of 176.36+/- acres, more or less, of real property known as Parcel P850, Tax Map HU23, hereinafter more particularly described in **Exhibit A**, attached hereto and made part hereof, in the Agricultural Reserve Zone, located in Planning Area No. 23, Montgomery County, Maryland (the "Property"). The Property is now improved with one ("1") one-family dwelling.

Chapter 59 of the Montgomery County Code recognizes the right of an owner of property in the Agricultural Reserve Zone to transfer a certain number of Development Rights, provided that such a conveyance contains an easement restricting the future construction of one-family dwellings on the property. The parties intend that this Easement so restrict the Property and that twenty-eight (28) Development Rights numbered 23-9569 through 23-9596 may be conveyed from the Property by a deed in a recordable form approved by the Montgomery County Planning Board of the Maryland-National Capital Park and Planning Commission without the conveyance of an additional Easement to Grantee.

40.00
75.00
115.00
Res # 69737
BHM AV B1k # 3019
APR 21 2016 11:29 AM

Grantor represents that it is the owner in fee simple of the Property as of the date of execution of this Easement.

A current title report for the subject Property, identified as **Exhibit B**, is attached hereto and made a part hereof; a current tax map for the subject Property, identified as **Exhibit C**, is attached hereto and made part hereof.

NOW, THEREFORE, to permit the transfer of Development Rights and in consideration of the covenants, terms, conditions and restrictions hereafter set forth and other good and valuable consideration, receipt of which is hereby acknowledged, Grantor does grant and convey to Grantee, its successors and assigns, forever and in perpetuity, an interest and Easement of the nature and character and to the extent hereinafter set forth in respect to all that Property situate in Montgomery County, Maryland, described as:

Grantor is the owner in fee simple of 176.36+/- acres, more or less, of real property by deed dated February 29, 2016, known as Parcel 850, tax map HU23, with Tax Identification Number 08-00706898 hereinafter more particularly described in **Exhibit A**.

AGRICULTURE TRANSFER TAX IN THE

AMOUNT OF \$ N/A

SIGNATURE MF

MONTGOMERY COUNTY, MARYLAND
4/21/16
20

2016 APR 21 AM 11:30

FILED
CLERK OF COURT
MONTGOMERY CO. MD

HEREBY CERTIFY THIS PROPERTY HAS BEEN REGISTERED
ON THE MONTGOMERY COUNTY ASSESSMENT BOOKS FOR
TDR INFORMATION.

FILED
CLERK OF COURT
MONTGOMERY CO. MD

2016 APR 21 AM 11:30

as parcel A, attached hereto and made a part hereof, in the Agricultural Reserve Zone, located in Planning Area No. 23, Montgomery County, Maryland (the "Property"). The Property is now improved with one (1) one-family dwelling.

The terms, conditions and restrictions, of this Easement are these:

1. This Easement shall be perpetual. It is an easement in gross, and as such, is inheritable and assignable and runs with the land as an incorporeal interest in the Property enforceable with respect to the Property by the Grantee, and its successors and assigns, against the Grantor and his heirs, successors, and assigns.
2. The term "one-family dwelling" includes mobile, manufactured, or similar dwelling, but excludes farm tenant dwelling permitted by Chapter 59, Montgomery County Code, as amended.
3. A one-family dwelling may not be constructed, occupied, or maintained on the Property unless one Development Right is retained with the Property for each one-family dwelling constructed, occupied, or maintained.
4. The restrictions imposed by this Development Rights Easement shall operate independently of the restrictions imposed by the zoning of the Property.
5. The Property contains a total of 176.36+/acres, more or less. There is one ("1") existing one-family dwelling on the Property. As a result of this Easement, the Parties intend that Grantor may convey twenty-eight (28) Development Rights. From this date forward, no more than a total of six (6) additional one-family dwelling may be constructed on the Property. This may not be interpreted to permit additional dwellings inconsistent with the zoning of the Property or to prevent the reconstruction of existing one-family dwellings which complied with the terms of this Easement in the event such dwellings may be destroyed or damaged.
6. Grantee, its successors and assigns, may, with reasonable notice, enter the Property from time to time, for the sole purpose of inspection and enforcement of the terms, conditions and restrictions of this Easement. This right of inspection does not include the interior of dwellings.
7. Nothing herein may be construed to convey to the public a right of access or use of the Property, and the Grantor, its heirs, successors and assigns, retain exclusive right to such access and use, subject only to the provisions of this Easement.
8. The parties agree that monetary damages would not be adequate remedy for breach of any of the terms, conditions and restrictions herein contained, and, therefore, in the event that the Grantor, its heirs, successors and assigns, violates or breaches any of such terms, conditions and restrictions, herein contained, the Grantee, its successors and assigns, may institute a suit to enjoin by ex parte, preliminary and/or permanent injunction such violation and to require the restoration of the Property to its prior conditions. The Grantee, its successors and assigns, by any prior failure to act, does not waive or forfeit the right to take action as may be

necessary to insure compliance with the terms, conditions and purposes of this Easement.

IN WITNESS WHEREOF, the Grantor and Grantee have hereunto set their hands and seals in the day and year above written.

WITNESS

GRANTOR:

FARMERS COLLECTIVE PRESERVATION,
LLC, a Maryland Limited Liability Company

Susan Jamison

William S. Devereux

William S. Devereux
Authorized Member

GRANTEE:

MONTGOMERY COUNTY, MARYLAND

By: Ramona Bell-Pearson

Ramona Bell-Pearson
Assistant Chief Administrative Officer

APPROVAL OF COUNTY ATTORNEY

Approved as to form and legality, this 11th day of April 2016.

Vickie Gaul

Vickie Gaul, Assistant County Attorney

STATE OF MARYLAND *
COUNTY OF MONTGOMERY *

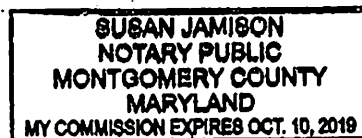
I HEREBY CERTIFY that on this 7th day of April 2016, before me, the subscriber, a Notary Public in and for the aforesaid jurisdiction, personally appeared William S. Devereux, a Member and Authorized Representative of Farmers Collective Preservation, LLC, and did acknowledge that he executed the foregoing Easement for the purpose contained therein, and further acknowledged the foregoing Transfer of Development Rights (TDR) Easement to be the act of Farmers Collective Preservation, LLC.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Susan Jamison

Notary Public

My Commission Expires: 10-10-19



51952 098

STATE OF MARYLAND
COUNTY OF MONTGOMERY

*
*

I HEREBY CERTIFY that on this 20th day of April 2016, before me, the subscriber, a Notary Public in and for the aforesaid jurisdiction, personally appeared Ramona Bell-Pearson, Assistant Chief Administrative Officer for Montgomery County, Maryland, who executed the foregoing Easement on behalf of Montgomery County, Maryland, for the purposes therein contained, and further acknowledged the foregoing Easement to be the act and deed of said Montgomery County.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

My Commission Expires:

4/30/2016

Julie L. White
Notary Public

ATTORNEY CERTIFICATE

THE UNDERSIGNED, a member of the Bar of the Court of Appeals of Maryland, hereby certifies that the foregoing instrument was prepared by or under the supervision of the undersigned.

Charles D. Jamison
Charles D. Jamison, Esq.

PARCEL IDENTIFICATION NUMBER: 08-00706898

GRANTOR'S ADDRESS: Russ Robinson
152 W. Washington Street
Hagerstown, MD 21740

GRANTEE'S ADDRESS: MONTGOMERY COUNTY, MARYLAND
101 Monroe Street, 3rd Floor
Rockville, MD 20852

AFTER RECORDATION, PLEASE RETURN TO:

Jamison & Jamison LLC
22210 Mount Ephraim Road
Dickerson, MD 20842

51952 099



610 South Main Street, P.O. Box 328, Mount Airy, Maryland 21771

(301) 829-2890
(301) 693-0600

(301) 831-3015

(410) 549-2751
Fax (301) 831-3603

Metes and Bounds Description
Parcel 850 – North Portion
Part of Parcel (a) of the Lands Conveyed to
Alan W. Nash, Trustee
of the
Mortgage Banking Trust
Liber 32420 at Folio 711

BEING two certain parcel of land, situate on the easterly side of Mt. Zion Road and north of Brookeville Road, in the Olney (8th) Election District of Montgomery County, Maryland; said parcels being part of Parcel (a) of the lands conveyed by Sylvia K. Nash, individually, and Sylvia K. Nash, Jane Nash Maller, and G. Vann Canada, Jr., Surviving Trustees, to Alan W. Nash, Successor Trustee of the Mortgage Banking Trust, by deed dated April 19, 2006 and recorded among the Land Records of Montgomery County, Maryland (all title references hereinafter refer to said Land Records) in Liber 32420 at Folio 711; said parcels are more particularly described as follows, in the datum of the Maryland Coordinate System (NAD83/2011), and in accordance with a boundary survey completed by VanMar Associates, Inc. in March 2015:

PART ONE

BEGINNING for the same at a capped iron rebar (LS8216) found on the second, or North 24 ¼° East, 20 perches, line of the fourth parcel of the lands conveyed by William Hoyt Moore to William Hoyt Moore by deed dated February 11, 1993 and recorded in Liber 11111 at Folio 628, said rebar also being on the tenth, or North 38° 41' 00" East, 309.36 feet, line of Parcel (a) of the aforesaid Liber 32420 at Folio 711, said rebar also being at the beginning of the sixth, or North 87° 31' 02" East, 2,941.57 feet, line of the lands conveyed by Sydney R. Prince, Jr. and Elizabeth H. Prince to the Potomac Electric Power Company by deed dated November 8, 1957 and recorded in Liber 2403 at Folio 573, said rebar also being at the beginning of the closing, or South 21° 16' 50" West, 50.29 feet, line of the lands conveyed by Thomas L. Robinson and Ada D. Robinson to the Potomac Electric Power Company by deed dated March 8, 1958 and recorded in Liber 2440 at Folio 265; thence leaving the outlines of said Liber 2440 at Folio 265 and Liber 2403 at Folio 573 and running with part of said tenth, the eleventh through twenty-third, and part of the closing lines of the aforesaid Parcel (a) of Liber 32420 at Folio 711 the following fourteen courses, and running with part of said second, the third, and part of the fourth, lines of the fourth parcel of Liber 11111 at Folio 628, the following four courses:

- 1) North 21° 18' 01" East, 271.10 feet to an iron pipe found,

EXHIBIT A

51952 100

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- 2) South 73° 32' 05" East, 339.34 feet to an old wooden fencepost found,
- 3) North 08° 13' 38" East, 8.40 feet to a capped iron rebar (SBA) found, and
- 4) North 11° 06' 45" East, 651.52 feet to an old metal fencepost found at the end of the third, or North 84 ½° West, 16.36 feet, line of Parcel No. 3 of the aforesaid Liber 11111 at Folio 628; thence leaving the outlines of the aforesaid fourth parcel of Liber 11111 at Folio 628 and running, reversely, with said third, and part of the second, lines of Parcel No. 3 of Liber 11111 at Folio 628, the following two courses:
 - 5) South 89° 22' 16" East, 266.15 feet to a 16" cherry tree found, and
 - 6) North 03° 19' 15" West, 90.33 feet to a capped iron rebar (SBA) found at the beginning of the second, or North 82° East, 191.0 feet, line of Parcel No. 2 of the aforesaid Liber 11111 at Folio 628; thence leaving the outlines of the aforesaid Parcel No. 3 of Liber 11111 at Folio 628 and running, in part, with said second line of Parcel No. 2 of Liber 11111 at Folio 628 and, in part, with the third and fourth lines of Parcel No. 1 of said Liber 11111 at Folio 628, the following course:
 - 7) North 81° 14' 51" East, 527.71 feet to a stone found; thence continuing with the closing, or North 21° East, 22 perches, line of the aforesaid Parcel No. 1 of Liber 11111 at Folio 628
 - 8) North 16° 09' 07" East, 358.15 feet to a capped iron rebar (VMA) set on the South 86° 05' 00" West, 1,289.61 feet line of Lot 3 as shown on a plat of record titled, "Lots 3, 4, & Outlot A, 'MISTY MEADOW FARM'" and recorded as Plat No. 17443; thence leaving the outlines of the aforesaid Parcel No. 1 of Liber 1111 at Folio 628 and running, reversely, in part, with said line of Plat No. 17443 and, in part, with the ninth, or North 83 ½° East, 8.4 perches, line of Parcel (b) of the aforesaid Liber 32420 at Folio 711, the following course:
 - 9) North 81° 22' 10" East, 436.80 feet, passing through a capped iron rebar (VMA) set at a distance of 27.62 feet from the end thereof, to a capped iron rebar (VMA) set; thence running with the outlines of the aforesaid Parcel (b) of Liber 32420 at Folio 711 the following three courses, and with an existing fence line, the following course:
 - 10) South 42° 36' 04" East, 408.11 feet to a tree with old fence found,

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- 11) North 39° 56' 45" East, 71.40 feet to a stone marked 4 found, and
- 12) North 59° 54' 15" East, 959.18 feet to a stone marked 5 found, said stone being on the fifth, or North 29° 27' 20" West, 3,251.43 feet, line of Parcel 1 of the lands conveyed by Alan W. Nash, Successor Trustee, to Sylvia K. Nash, Jane Nash Maller and G. Vann Canada, Jr., Surviving Trustees of the Donald S. Nash Revocable Living Trust, by deed dated April 19, 2006 and recorded in Liber 32923 at Folio 441; thence leaving the outlines of the aforesaid Parcel (b) of Liber 32420 at Folio 711 and running, reversely, with part of said fifth, and the fourth, lines of Parcel 1 of Liber 32923 at Folio 441, the following course:
- 13) South 28° 29' 35" East, 987.50 feet to a capped iron rebar (VMA) set in an existing gravel roadway, said rebar being at the end of the second, or North 41° 31' 50" East, 837.55 feet, line of the first parcel of Parcel (a) of the lands conveyed by Sylvia K. Nash, individually, and Sylvia K. Nash, Jane Nash Maller, and G. Vann Canada, Jr., Surviving Trustees, to Jane Nash Maller, Substitute Trustee under the unrecorded Jane C. Nash Trust Agreement, by deed dated July 13, 2006 and recorded in Liber 32928 at Folio 69; thence leaving the outlines of the aforesaid Parcel 1 of Liber 32923 at Folio 441 and running, reversely, with said second line of the first parcel of Parcel (a) of Liber 32928 at Folio 69
- 14) South 41° 37' 43" West, 831.84 feet to a capped iron rebar (VMA) set on the westerly side of the aforesaid existing gravel roadway, said rebar being on the aforesaid sixth line of Liber 2403 at Folio 574; thence leaving the outlines of the aforesaid first parcel of Parcel (a) of Liber 32928 at Folio 69 and the outlines of the aforesaid Parcel (a) of Liber 32420 at Folio 711 and running, reversely, with said sixth line of Liber 2403 at Folio 574
- 15) South 87° 31' 34" West, 2937.83 feet to the place of beginning.

THE area of land contained by the foregoing amounts to 3,193,050 square feet, or 73.3023 acres, more or less, together with and subject to appurtenances and encumbrances of record or in use.

AND particularly together with and subject to a strip of land 20 feet in width, intended for use as a use-in-common easement for ingress/egress and utilities, and running in, through, over and across the lands of the above-mentioned Parcel (a) of Liber 32420 at Folio 711; said strip is more particularly described as follows:



VANVOY ASSOCIATES, INC.

Engineers Surveyors • Planners

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BEGINNING for the same at a stone marked 5 found at the beginning of the above-described thirteenth, or South 28° 29' 35" East, 987.50 feet, line; thence running with the above-described thirteenth and fourteenth lines, the following two courses:

- 1) South 28° 29' 35" East, 987.50 feet to a capped iron rebar (VMA) set in an existing gravel roadway, and
- 2) South 41° 37' 43" West, 831.84 feet to a capped iron rebar (VMA) set on the easterly side of the aforesaid existing gravel roadway, said rebar being on the above-mentioned sixth line of Liber 2403 at Folio 573; thence crossing the lands conveyed to the Potomac Electric Power Company as reserved in said Liber 2403 at Folio 573
- 3) South 46° 03' 04" West, 377.24 feet to a point on the ninth, or South 87° 31' 02" West, 3,104.65 feet, line of the aforesaid Liber 2403 at Folio 573; thence continuing in, through, over and across the southerly portion of the aforesaid Parcel (a) of Liber 32420 at Folio 711, the following fifteen courses:
- 4) South 42° 06' 24" West, 1,056.50 feet to a point of curvature,
- 5) By a tangent curve to the right, having a radius of 860.00 feet, an arc length of 219.08 feet, a central angle of 14° 35' 45" and subtended by a chord bearing and distance of South 49° 24' 17" West, 218.49 feet to a point of tangency,
- 6) South 56° 42' 09" West, 179.63 feet to a point of curvature,
- 7) By a tangent curve to the left, having a radius of 110.00 feet, an arc length of 157.06 feet, a central angle of 81° 48' 38" and subtended by a chord bearing and distance of South 15° 47' 50" West, 144.06 feet to a point of tangency,
- 8) South 25° 06' 29" East, 363.93 feet to a point of curvature,
- 9) By a tangent curve to the right, having a radius of 215.00 feet, an arc length of 204.34 feet, a central angle of 54° 27' 23" and subtended by a chord bearing and distance of South 02° 07' 12" West, 196.74 feet to a point of tangency,



VMA ASSOCIATES, INC.
Surveyors • Planners
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 Fax (301) 831-5603

- 10) South 29° 20' 54" West, 328.58 feet to a point in an existing driveway leading to the Bon Secours homesite on the aforesaid southerly portion of Parcel (a) of Liber 32420 at Folio 711, said point being in or near the northerly edge of the existing asphalt paving of Brookeville Road, said point also being North 51° 27' 43" West, 42.02 feet from a capped iron rebar (VMA) set at the end of the second, or South 61° 11' 20" West, 711.58 feet, line of the aforesaid Parcel (a) of Liber 32420 at Folio 711; thence running along or near the northerly edge of the existing asphalt paving of Brookeville Road
- 11) North 86° 16' 07" West, 22.18 feet to a point; thence leaving the northerly edge of Brookeville Road and running
- 12) North 29° 20' 54" East, 338.17 feet to a point of curvature,
- 13) By a tangent curve to the left, having a radius of 195.00 feet, an arc length of 185.34 feet, a central angle of 54° 27' 23" and subtended by a chord bearing and distance of North 02° 07' 12" East, 178.44 feet to a point of tangency,
- 14) North 25° 06' 29" West, 363.93 feet to a point of curvature,
- 15) By a tangent curve to the right, having a radius of 130.00 feet, an arc length of 185.62 feet, a central angle of 81° 48' 38" and subtended by a chord bearing and distance of North 15° 47' 50" East, 170.25 feet to a point of tangency,
- 16) North 56° 42' 09" East, 179.63 feet to a point of curvature,
- 17) By a tangent curve to the left, having a radius of 840.00 feet, an arc length of 213.98 feet, a central angle of 14° 35' 45" and subtended by a chord bearing and distance of North 49° 24' 17" East, 213.41 feet to a point of tangency, and
- 18) North 42° 06' 24" East, 1,036.79 feet to a point on the aforesaid ninth line of Liber 2403 at Folio 573; thence crossing the lands conveyed to the Potomac Electric Power Company as reserved in said Liber 2403 at Folio 573
- 19) North 46° 04' 27" East, 377.41 feet to a point on the aforesaid sixth line of Liber 2403 at Folio 573; thence continuing in, through, over and across the northerly portion of the aforesaid Parcel (a) of Liber 32420 at Folio 711, the following two courses:
- 20) North 41° 37' 43" East, 837.19 feet to a point, and



VANDERBILT ASSOCIATES, INC.

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- 21) North 28° 29' 35" West, 972.90 feet to a point on the above-described twelfth, or North 59° 54' 15" East, 959.18 feet, line; thence running with part of said twelfth line
- 22) North 59° 54' 15" East, 20.01 feet to the place of beginning.

THE area of land within Parcel (a) of Liber 32420 at Folio 711 and contained by the foregoing amounts to 86,420 square feet, or 1.9839 acres, more or less.

PART TWO

BEGINNING for the same at a capped iron rebar (VMA) set on the easterly side of Mt. Zion Road, said rebar being at the end of the third line, being a curve with radius of 3,783.72 feet, chord bearing and distance of South 06° 14' 45" West, 52.95 feet, of Parcel 26-B as acquired by the United States of America, by a Declaration of Taking dated July 15, 1968 and recorded in Liber 3788 at Folio 45, said rebar also being on the second, or North 87° 31' 02" East, 209.26 feet, line of the lands conveyed by Sydney R. Prince, JR. and Elizabeth H. Prince to the Potomac Electric Power Company by deed dated November 8, 1957 and recorded in Liber 2403 at Folio 573; thence leaving the outlines of said Liber 2403 at Folio 573 and running, reversely, with said third line of Parcel 26-B of Liber 3788 at Folio 45

- 1) By a non-tangent curve to the right, having a radius of 3,783.72 feet, an arc length of 50.91 feet, a central angle of 00° 46' 15" and subtended by a chord bearing and distance of North 06° 14' 28" East, 50.91 feet to a capped iron rebar (VMA) set on the eighth, or South 57° 41' 10" East, 253.57 feet, line of the aforesaid Parcel (a) of Liber 32420 at Folio 711, said rebar also being on the closing, or North 71 1/4° West, 8 perches line of Parcel No. 1 of the lands conveyed by Thelma E. Carter to Bernard Edward Briscoe and Cecelia Elizabeth Briscoe by deed dated June 22, 1992 and recorded in Liber 10909 at Folio 574; thence leaving the outlines of the aforesaid Liber 3788 at Folio 45 and running with part of said eighth line of Parcel (a) of Liber 32420 at Folio 711 and running, in part, reversely, with part of said closing line of Parcel No. 1 of Liber 10909 at Folio 574 and, in part, reversely, with the second, or North 74° 43' West, 132.00 feet, line of the lands conveyed by Ali A. Shirazi and Mehreen Shirazi to Tom Gormley by deed dated October 6, 2003 and recorded in Liber 25150 at Folio 668, the following course:
- 2) South 74° 44' 34" East, 165.24 feet, passing through an iron pipe found at a distance of 41.95 feet thereon, to a point on the aforesaid second line of Liber 2403 at Folio 573;

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**VANEMAR
ASSOCIATES, INC.**

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thence leaving the outlines of the aforesaid Liber 25150 at Folio 668 and running, reversely, with part of said second line of Liber 2403 at Folio 573

- 3) South 87° 31' 34" West, 165.11 feet to the place of beginning.

THE area of land contained by the foregoing amounts to 4,157 square feet, or 0.0954 of an acre, more or less, together with and subject to appurtenances and encumbrances of record or in use.

I hereby certify that this document was prepared by me or under my responsible charge, and that I am a duly licensed Professional Land Surveyor under the laws of the State of Maryland, License No. 21097, expiration date 7/26/17, in accordance with COMAR 09.13.06.12.

G:\ENGRS\B45457M&B P850 North.docx

51952 106



VANMAR ASSOCIATES, INC.

Engineers Surveyors Planners

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(301) 829-2890
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Metes and Bounds Description
Parcel 850 – South Portion
Part of Parcel (a) of the Lands Conveyed to
Alan W. Nash, Trustee
of the
Mortgage Banking Trust
Liber 32420 at Folio 711

BEING a certain parcel of land, situate on the northerly side of Brookeville Road and the easterly side of Mt. Zion Road, in the Olney (8th) Election District of Montgomery County, Maryland; said parcel being part of Parcel (a) of the lands conveyed by Sylvia K. Nash, individually, and Sylvia K. Nash, Jane Nash Maller, and G. Vann Canada, Jr., Surviving Trustees, to Alan W. Nash, Successor Trustee of the Mortgage Banking Trust, by deed dated April 19, 2006 and recorded among the Land Records of Montgomery County, Maryland (all title references hereinafter refer to said Land Records) in Liber 32420 at Folio 711; said parcel is more particularly described as follows, in the datum of the Maryland Coordinate System (NAD83/2011), and in accordance with a boundary survey completed by VanMar Associates, Inc. in March 2015:

BEGINNING for the same at a stone marked "2" found at the beginning of the second, or South 61° 11' 20" West, 711.58 feet, line of the aforesaid Parcel (a) of Liber 32420 at Folio 711, said stone also being at the point of beginning of the lands conveyed by Robert C. McClosky and Barbara E. McClosky, as Tenants by the Entireties and as Trustees for the Robert C. McClosky and Barbara E. McClosky Joint Revocable Trust, to Richard D. Martin by deed dated March 9, 2004 and recorded in Liber 26873 at Folio 555; thence running with said second, the third, and part of the fourth, lines of Parcel (a) of Liber 32420 at Folio 711 the following three courses, and running, reversely, with the closing, or North 61° 16' 02" East, 707.35 feet, line of said Liber 26873 at Folio 555; the following course:

- 1) South 44° 21' 48" West, 711.58 feet to a capped iron rebar (VMA) set on the southerly side of the existing asphalt paving of Brookeville Road; thence running along, and crossing, Brookeville Road
- 2) North 82° 08' 12" West, 536.25 feet to a point on the northerly side of Brookeville Road, and
- 3) South 85° 44' 13" West, 1,202.65 feet to a capped iron rebar (VMA) set on the easterly side of Mt. Zion Road, said rebar being on the seventh line, being a curve with radius of



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3,855.72 feet, chord bearing and distance of South 07° 40' 55" East, 184.10 feet, of Parcel 26-A as acquired by the United States of America, by a Declaration of Taking dated July 15, 1968 and recorded in Liber 3788 at Folio 45; thence leaving Brooksville Road and running along the easterly side of Mt. Zion Road and running, reversely, with part of said seventh and the sixth and fifth lines of Liber 3788 at Folio 45, the following three courses:

- 4) By a non-tangent curve to the left, having a radius of 3,855.72 feet, an arc length of 175.69 feet, a central angle of 02° 36' 39" and subtended by a chord bearing and distance of North 07° 44' 08" West, 175.68 feet to a point of tangency,
- 5) North 09° 02' 27" West, 996.91 feet to a point of curvature, and
- 6) By a tangent curve to the right, having a radius of 3,783.72 feet, an arc length of 732.28 feet, a central angle of 11° 05' 19" and subtended by a chord bearing and distance of North 03° 29' 48" West, 731.14 feet to a capped iron rebar (VMA) set on the ninth, or South 87° 31' 02" West, 3,104.65 feet, line of the lands conveyed by Sydney R. Prince, Jr. and Elizabeth H. Prince to the Potomac Electric Power Company by deed dated November 8, 1957 and recorded in Liber 2403 at Folio 573; thence leaving the outlines of the aforesaid Liber 3788 at Folio 45 and running, reversely, with part of said ninth line of Liber 2403 at Folio 573
- 7) North 87° 31' 34" East, 3,043.41 feet to a capped iron rebar (VMA) set on the easterly side of an existing gravel roadway, said rebar being at the end of the eighth, or North 41° 31' 50" East, 1,177.99 feet, line of the second parcel of Parcel (a) of the lands conveyed by Sylvia K. Nash, individually, and Sylvia K. Nash, Jane Nash Maller and G. Vann Canada, Jr., Surviving Trustees, to Jane Nash Maller, Substitute Trustee under the unrecorded Jane C. Nash Trust Agreement, by deed dated July 13, 2006 and recorded in Liber 32928 at Folio 69, said rebar also being on the closing, or South 58° 27' 14" West, 2,359.01 feet, line of the aforesaid Parcel (a) of Liber 32420 at Folio 711; thence leaving the outlines of the aforesaid Liber 2403 at Folio 573 and running, reversely, with said eighth, and the seventh, lines of the second parcel of Parcel (a) of Liber 32928 at Folio 69 the following two courses, and with part of said closing line of Parcel (a) of Liber 32420 at Folio 711, the following course:
- 8) South 41° 37' 43" West, 1,180.52 feet to a capped iron rebar (VMA) set at the point of beginning of the aforesaid Parcel (a) of Liber 32420 at Folio 711; thence running with the



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first, or South $00^{\circ} 58' 05''$ East, 643.36 feet, line of said Parcel (a) of Liber 32420 at Folio 711

- 9) South $17^{\circ} 47' 37''$ East, 643.36 feet to the place of beginning.

THE area of land contained by the foregoing amounts to 4,484,926 square feet, or 102.9597 acres, more or less, together with and subject to appurtenances and encumbrances of record or in use.

AND particularly together with and subject to a strip of land 20 feet in width, intended for use as a use-in-common easement for ingress/egress and utilities, and running in, through, over and across the above-described lands; said strip is more particularly described as follows:

BEGINNING for the same at a point in an existing driveway leading to the Bon Secours homesite on the above-described lands, in or near the northerly edge of the existing asphalt paving of Brookeville Road, said point being North $51^{\circ} 27' 43''$ West, 42.02 feet from the capped iron rebar (VMA) set at the end of the first, or South $44^{\circ} 21' 48''$ West, 711.58 feet, line as described above; thence running in, through, over and across the above-described lands of Parcel (a) of Liber 32420 at Folio 711 the following seven courses, and along or near the northerly edge of the existing asphalt paving of Brookeville Road, the following course:

- 1) North $86^{\circ} 16' 07''$ West, 22.18 feet to a point,
- 2) North $29^{\circ} 20' 54''$ East, 338.17 feet to a point of curvature,
- 3) By a tangent curve to the left, having a radius of 195.00 feet, an arc length of 185.34 feet, a central angle of $54^{\circ} 27' 23''$ and subtended by a chord bearing and distance of North $02^{\circ} 07' 12''$ East, 178.44 feet to a point of tangency,
- 4) North $25^{\circ} 06' 29''$ West, 363.93 feet to a point of curvature,
- 5) By a tangent curve to the right, having a radius of 130.00 feet, an arc length of 185.62 feet, a central angle of $81^{\circ} 48' 38''$ and subtended by a chord bearing and distance of North $15^{\circ} 47' 50''$ East, 170.25 feet to a point of tangency,
- 6) North $56^{\circ} 42' 09''$ East, 179.63 feet to a point of curvature,

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7) By a tangent curve to the left, having a radius of 840.00 feet, an arc length of 213.98 feet, a central angle of $14^{\circ} 35' 45''$ and subtended by a chord bearing and distance of North $49^{\circ} 24' 17''$ East, 213.41 feet to a point of tangency, and

8) North $42^{\circ} 06' 24''$ East, 1,036.79 feet to a point on the above-described seventh, or North $87^{\circ} 31' 34''$ East, 3,043.41 feet, line, said point being on the above-mentioned ninth line of Liber 2403 at Folio 573; thence running, reversely, with part of said ninth line of Liber 2403 at Folio 573 and with part of said above-described seventh line, the following course:

9) North $87^{\circ} 31' 34''$ East, 28.08 feet to a point, thence leaving the above-described seventh line and the aforesaid ninth line of Liber 2403 at Folio 573 and running in, through, over and across the lands of the above-described lands of Parcel (a) of Liber 32420 at Folio 711 the following seven courses:

10) South $42^{\circ} 06' 24''$ West, 1056.50 feet to a point of curvature,

11) By a tangent curve to the right, having a radius of 860.00 feet, an arc length of 219.08 feet, a central angle of $14^{\circ} 35' 45''$ and subtended by a chord bearing and distance of South $49^{\circ} 24' 17''$ West, 218.49 feet to a point of tangency,

12) South $56^{\circ} 42' 09''$ West, 179.63 feet to a point of curvature,

13) By a tangent curve to the left, having a radius of 110.00 feet, an arc length of 157.06 feet, a central angle of $81^{\circ} 48' 38''$ and subtended by a chord bearing and distance of South $15^{\circ} 47' 50''$ West, 144.06 feet to a point of tangency,

14) South $25^{\circ} 06' 29''$ East, 363.93 feet to a point of curvature,

15) By a tangent curve to the right, having a radius of 215.00 feet, an arc length of 204.34 feet, a central angle of $54^{\circ} 27' 23''$ and subtended by a chord bearing and distance of South $02^{\circ} 07' 12''$ West, 196.74 feet to a point of tangency, and

16) South $29^{\circ} 20' 54''$ West, 328.58 feet to a point to the place of beginning.

THB area of land contained by the foregoing amounts to 50,126 square feet, or 1.1507 acres, more or less.

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ALSO particularly with and subject to the rights and privileges of use and access as retained in the aforesaid Liber 2403 at Folio 573.

I hereby certify that this document was prepared by me or under my responsible charge, and that I am a duly licensed Professional Land Surveyor under the laws of the State of Maryland, License No. 21097, expiration date 7/26/17, in accordance with COMAR 09.13.06.12.

G:\ENGRS\B45457M&B P850 South.docx

Report of Title

176.36 acres more or less, known as Parcel P850 Tax Map HU23 Tax Id # 08-00706898

EXHIBIT BREPORT OF TITLE

TO: Montgomery County, Maryland
c/o Office of the County Attorney
101 Monroe Street, Third Floor
Rockville, MD 20850

RE: 176.36 acres more or less, known as Parcel P850 Tax Map HU23.

This is to certify that we have examined the title and searched the Land Records of the Circuit Court of Montgomery County, Maryland (the "Land Records") through April 7th, 2016 at 8:00am for records relating to the real property referenced above and further described in Exhibit A (the "Property"), attached hereto.

We find that fee simple title to the Property is currently vested in Farmers Collective Preservation, LLC, by virtue of the following:

Deed dated February 29, 2016, and recorded March 14, 2016, in Liber 51761 at Folio 050, among the Land Records of Montgomery County, MD.

Title to the Property is subject to:

1. Unrecorded easements, if any, on above or below the surface, any discrepancies or conflicts in boundary line, shortage in area, encroachments, rights of way or other matter which would be revealed by a survey or inspection of the property.
2. Rights of any parties in possession on or to the property.
3. Any building, land use or zoning regulations affecting the property.
4. A Transferable Development Right (TDR) Easement, made by Farmers Collective Preservation, LLC and recorded immediately prior hereto, and creating twenty-eight (28) Development Rights.
5. A Right of Way executed by Donald S. Nash and Sylvia K. Nash (Grantor) to William Hoyt Moore (Grantee), dated November 10, 1998 and recorded in Liber 16444 at Folio 271 among the Land Records of Montgomery County Maryland.
6. An Agreement executed by Donald S. Nash and Sylvia K. Nash, to Washington Suburban Sanitary Commission, dated April 2, 1997, and recorded in Liber 14840 at Folio 519 among the Land Records of Montgomery County Maryland.

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Report of Title

176.36 acres more or less, known as Parcel P850 Tax Map HU23 Tax Id # 08-00706898

7. A Purchase Money Deed of Trust, Assignment of Rents and Leases, and Security Agreement executed by Farmers Collective Preservation, LLC, a Maryland Limited Liability Company (Grantor) to Somerset Trust Company (Lender) dated February 29, 2016, in the amount of \$2,553,000.00 recorded March 14, 2016 in Liber 51761 at Folio 050, among the Land Records of Montgomery County, Maryland.

Any other matters not revealed by a search of the Land Records, including but not limited to any laws, ordinances, governmental regulations, governmental police power, clerk's errors, rights of eminent domain, or the effect of any bankruptcy, state insolvency or similar creditors' rights laws, are outside the scope of this Report of Title. No liability is assumed for items not indexed or mis-indexed in the Land Records. This Report of Title does not guarantee any matters not disclosed in the direct chain of title. No liability is assumed for matters which would be disclosed by an accurate survey or inspection of the premises.

Information regarding the real estate taxes is provided for informational purposes based solely upon information available to the general public. Any other taxes, assessments, bonds or charges, including but not limited to water and sanitary sewer charges are outside the scope of this Report of Title.

According to the public tax records, the State and County real property taxes on the Property, for the Fiscal Tax Year ending June 30, 2016, have been paid in full.

No third party is permitted to rely upon the information set forth in this Report of Title, and no liability to any third party is undertaken by Jamison & Jamison LLC (the "Firm"). This Report of Title is limited in scope and is not an abstract of title, title opinion, or commitment to issue title insurance. This Report of Title does not represent the status of title except as expressly stated herein. No title insurance is undertaken by this Report of Title. The Firm's liability for any errors and omissions for any party or third-party is limited to the amount paid for this Report of Title and any such liability is predicated upon the payment of the Firm's invoice for this Report of Title. All parties agree to such limited liability upon execution of the Transfer of Development Rights (TDR) Easement For Building Lot Termination (BLT).

Dated: April 7th 2016

Jamison & Jamison LLC


By: Charles D. Jamison, Esq.

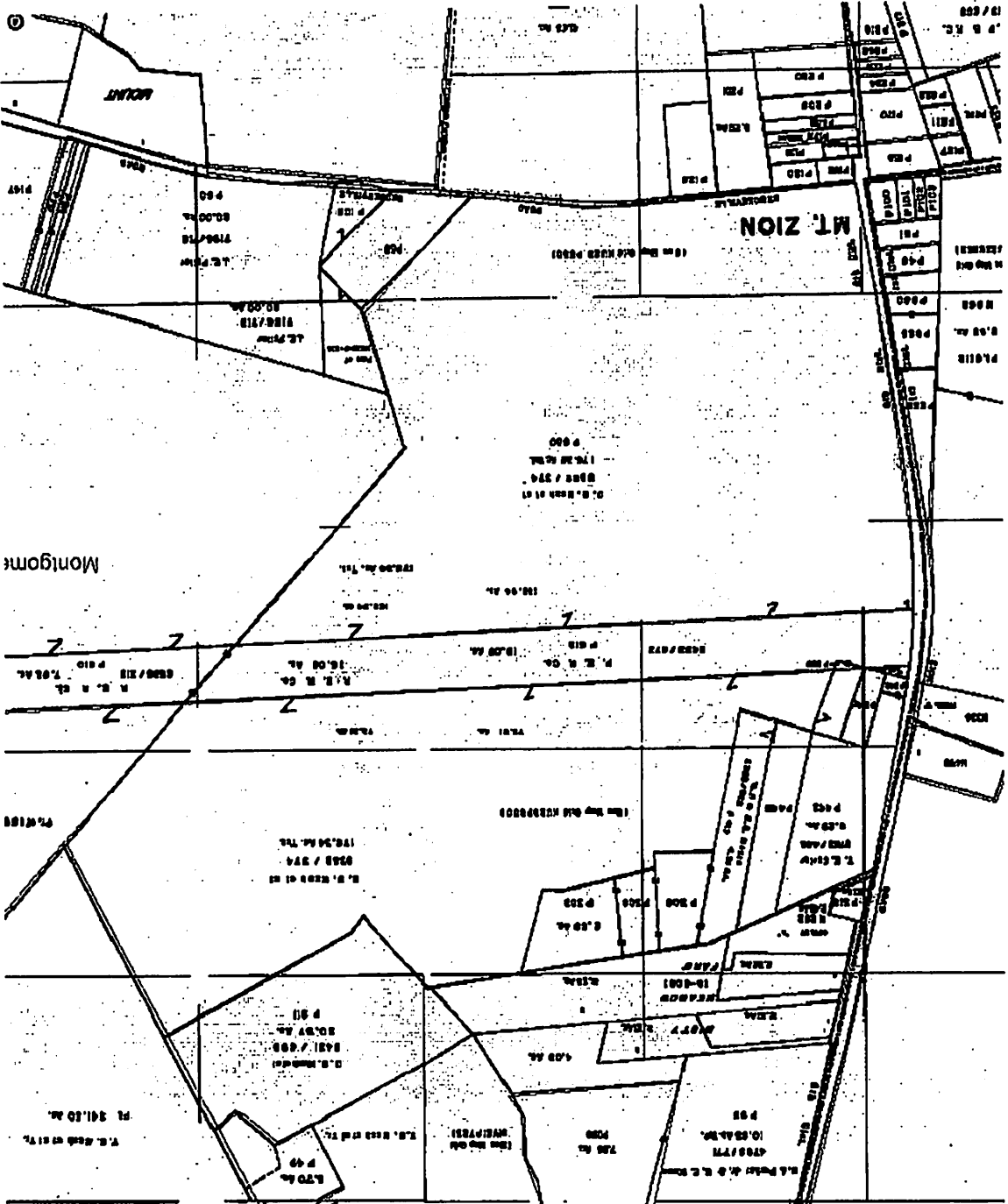
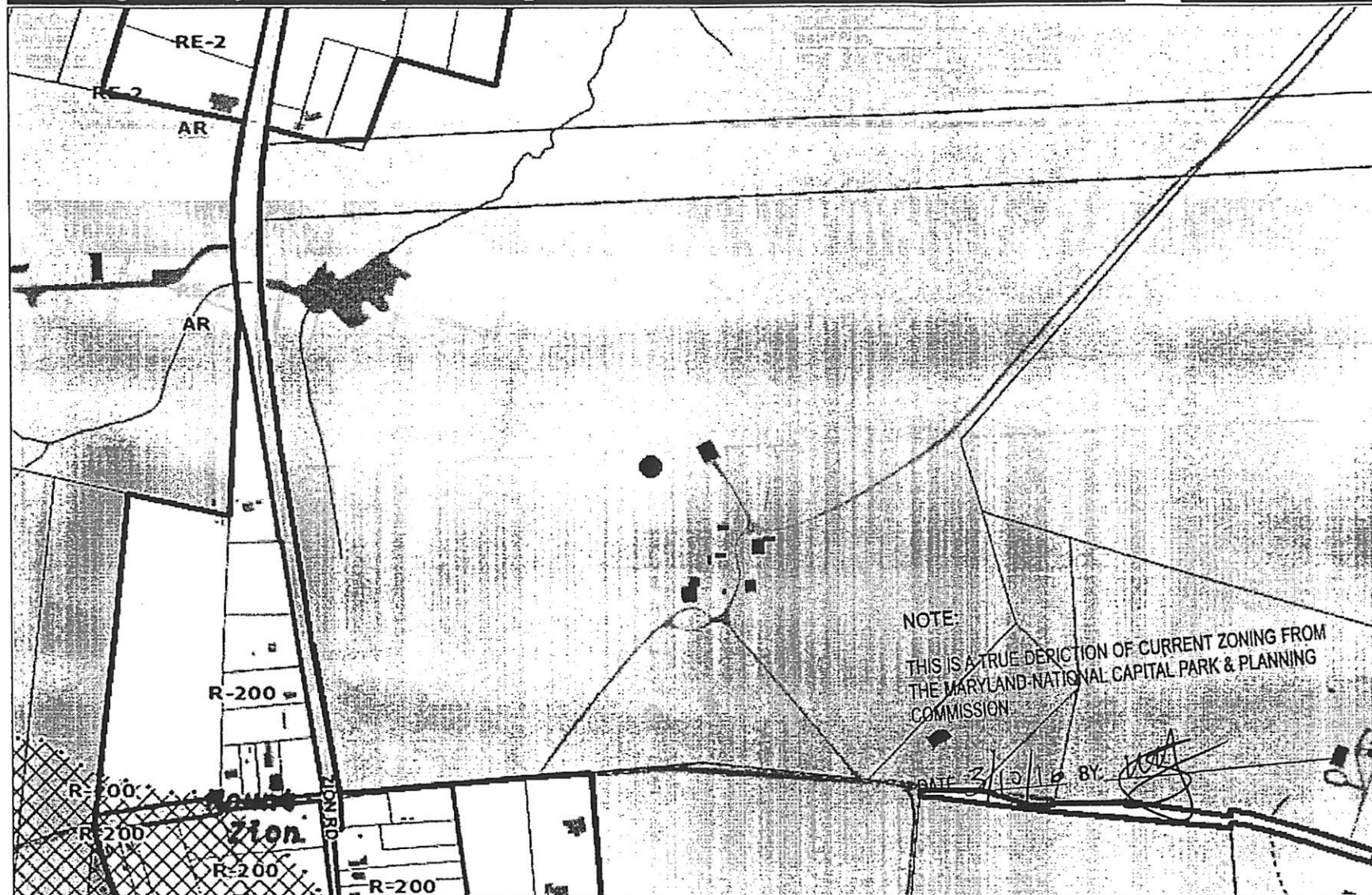


Exhibit C

Montgomery County Zoning

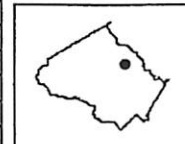
Date: 3/10/2016



Account #	00706898
Address	4901 BROOKEVILLE RD BROOKEVILLE, 20833
Zone	AR
Overlay Zone	N/A
TDR Overlay Zone	N/A
Landuse	Agriculture
Parcel, Lot, Block	P850, N/A, N/A

Parking District	N/A
CBD	N/A
Special Protection Area	N/A
Urban District	N/A
Enterprise Zone	N/A
Arts & Ent. District	N/A
Special Tax District	N/A
Legal Description	ADDDO BROOKE GROVE

Bike/Ped Priority Area	N/A
Urban Renewal Area	N/A
Metro Station Policy Area	N/A
Priority Funding Area	N/A
Septic Tier	Tier 4: Conservation Area
Municipality	N/A
Master Plan	OLNEY MASTER PLAN
Historic Site/District	BON SECOURS



1 inch = 600 feet

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