

COMPASS

Information Requested For Making An Offer

Owner: Caryn Nesmith

Address: 1504 3rd Street NW, Washington, DC 20001

Tax ID#: 0521//0819

Disclosures:

Jurisdictional Disclosure and Addendum
Inclusions/Exclusions Disclosure
Seller's Disclosure Statement
Lead Paint Federal Disclosure
DC Lead Disclosure
Disclosure of Brokerage Relationship
Disclosure of Dual Representation
Tenancy Addendum

Financing: Please include a full approval letter from a reputable lender, GCAAR Financial Information Worksheet, and a copy of the Earnest Money Deposit Check.

Contingencies: Offers with limited or no contingencies considered favorably.

Contract- Type: Please use the GCAAR Sales Contract for offers. Please submit all offer paperwork in a single PDF file via email to eva.davis@compass.com.

Please register your offer by calling Eva Davis at the number listed below.

Broker Info:

Compass Real Estate
1313 14th St NW
Washington, DC 20005
Phone: 202.386.6330
Broker License: REO98375134 (DC)
Broker Code: COMPS1

Agent Info:

Eva Davis
m: 202.271.2456
Email: eva.davis@compass.com
Agent License: SP98374982 (DC)
Bright MLS: 3068812

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Jurisdictional Disclosure and Addendum to the Sales Contract for District of Columbia
(Required for the Listing Agreement and required for the GCAAR Sales Contract)

The Contract of Sale dated _____, between _____, between _____ **Caryn Nesmith** _____ (Seller)
(Buyer) and _____
for the purchase of the real property located at Address _____ **1504 3RD ST NW** _____
Unit# _____ City **WASHINGTON** State **DC** Zip Code **20001**, Parking Space(s) # _____
Storage Unit # _____ with the legal description of Lot **819** Block/Square **0521**
Section _____ Subdivision/Project Name _____ Tax Account # **0521//0819**
is hereby amended by the incorporation of this Addendum, which shall supersede any provisions to the contrary in this Contract.

PART I. SELLER DISCLOSURE - AT TIME OF LISTING:

The information contained in this Disclosure was completed by Seller, is based on the Seller's actual knowledge and belief, and is current as of the date hereof.

1. **SELLER DISCLOSURE:** Pursuant to D.C. Code §42-1301, Seller is exempt from property condition disclosure.
 Yes No

2. **DC SOIL DISCLOSURE REQUIREMENTS:** The characteristic of the soil on the Property as described by the Soil Conservation Service of the United States Department of Agriculture in the Soil Survey of the District of Columbia published in 1976 and as shown on the Soil Maps of the District of Columbia at the back of that publication is **Urban Land Sassafras Chillum**

For further information, Buyer can contact a soil testing laboratory, the District of Columbia Department of Environmental Services, or the Soil Conservation Service of the Department of Agriculture.

3. **TENANCY:** Seller represents that property is/was OR is not/was not subject to an existing residential lease or tenancy at the time Seller decided to sell. District of Columbia broadly defines a tenant as "a tenant, subtenant, lessee, sublessee, or other person entitled to the possession, occupancy, or the benefits of any rental unit within a housing accommodation." If applicable, the following required Addendum shall be incorporated into the Contract.

- Tenancy Addendum for District of Columbia (Single-Family Accommodation)
 Tenancy Addendum for District of Columbia (2 to 4 Rental Units)
 Multi-Unit or Non-Residential Addendum

4. **CONDOMINIUM/CO-OPERATIVE/HOMEOWNERS ASSOCIATION:** Seller represents that this Property is OR is not subject to a condominium, co-operative or homeowners association. If applicable, the following required addendum is attached:

- Condominium Seller Disclosure/Resale Addendum for District of Columbia,
 Co-operative Seller Disclosure/Resale Addendum for Maryland and District of Columbia, or HOA
 Seller Disclosure/Resale Addendum for District of Columbia

5. **UNDERGROUND STORAGE TANK DISCLOSURE: (Applicable to single family home sales only)**

In accordance with the requirements of the District of Columbia Underground Storage Tank Management Act of 1990 [D.C. Code §8-113.02(g)], as amended by the District of Columbia Underground Storage Tank Management Act of 1990 Amendment Act of 1992 (the "Act") and the regulations adopted thereunder by the District of Columbia (the "Regulations"), Seller hereby informs Buyer that Seller has no knowledge of the existence or removal during Seller's ownership of the Property of any underground storage tanks as that term is defined in the Act and the Regulations, except as follows: **none**

6. **PROPERTY TAXES:** Future property taxes may change. To determine the applicable rate, see https://www.taxpayerservicecenter.com/RP_Search.jsp?search_type=Assessment. Additional information regarding property tax relief and tax credit information (tax reductions for seniors, homestead exemptions, property tax abatements and others) can be found at: <http://otr.cfo.dc.gov/page/real-property-tax-credits-frequently-asked-questions-faqs>.

 _____ Date **4/1/2019** _____ Date
Seller Seller
Caryn Nesmith

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Previous editions of this Form should be destroyed.

PART II. RESALE ADDENDUM

The Contract of Sale dated _____, between Seller _____ and Buyer _____ is hereby amended by the incorporation of Parts I and II herein, which shall supersede any provisions to the contrary in the Contract.

1. **SELLER DISCLOSURE:** Pursuant to D.C. Code §42-1302, prior to the submission of the offer, Buyer is entitled to a Seller's Disclosure Statement (if Seller is not exempt) and hereby acknowledges receipt of same. Yes No Not applicable

2. **RECORDATION AND TRANSFER TAXES:** Rates vary with the sales price and based on property type. See <http://otr.cfo.dc.gov/service/recorder-deeds-frequently-asked-questions-faqs>. In limited circumstances, an exemption from Recordation Tax may be available to Buyer, if Buyer meets the requirements for the Lower Income Home Ownership Exemption Program ("Tax Abatement Program"). See below for additional information.

Unless otherwise negotiated, the following will apply:

A. **Real Property:** Recordation Tax will be paid by Buyer and Transfer Tax will be paid by Seller.

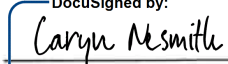
B. **Co-operatives:** The Economic Interest Deed Recordation Tax will be split equally between Buyer and Seller. There is no Transfer Tax for Co-operatives.

C. **Tax Abatement Program:** Additional information (including the required Application Form) for the Tax Abatement Program can be obtained at: http://otr.cfo.dc.gov/sites/default/files/dc/sites/otr/publication/attachments/sharp%40dc.gov_20140909_110358.pdf. If Buyer meets the requirements of this program, Buyer will be exempt from Recordation Tax. Additionally, Seller shall credit Buyer an amount equal to what would normally be paid to the District of Columbia as Seller's Transfer Tax to be applied towards Buyer's settlement costs. This credit shall be in addition to any other amount(s) Seller has agreed to pay under the provisions of this Contract. It is Buyer's responsibility to confirm with Lender, if applicable, that the entire credit provided for herein may be utilized. If Lender prohibits Seller from payment of any portion of this credit, then said credit shall be reduced to the amount allowed by Lender.

Buyer is OR is not applying for the Tax Abatement Program.

D. **First-Time Homebuyer Recordation Tax Credit:** Buyer is OR is not a District of Columbia First-Time Homebuyer and may be eligible for a reduced recordation tax. It is the Buyer's responsibility to confirm their eligibility (See <https://otr.cfo.dc.gov/node/1272871>).

3. The principals to the Contract mutually agree that the provisions hereof shall survive the execution and delivery of the Deed and shall not be merged herein.

DocuSigned by:

 5/20/2019 | 11:04 AM PDT

Seller	Date	Buyer	Date
Caryn Nesmith			
Seller	Date	Buyer	Date



Inclusions/Exclusions Disclosure and/or Addendum
Required for use with GCAAR Listing Agreement & Sales Contract

PROPERTY ADDRESS: 1504 3RD ST NW, WASHINGTON, DC 20001

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, shutters, window shades, blinds, window treatment hardware, mounting brackets for electronics components, smoke and heat detectors, TV antennas, exterior trees and shrubs. Unless otherwise agreed to herein, all surface or wall mounted electronic components/devices **DO NOT CONVEY**. The items checked below convey. If more than one of an item conveys, the number of items shall be noted in the blank.

KITCHEN APPLIANCES

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

LAUNDRY

- Washer
- Dryer

ELECTRONICS

- Alarm System
- Intercom
- Satellite Dishes

LIVING AREAS

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

WATER/HVAC

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

RECREATION

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

OTHER

- Storage Shed
- Garage Door Opener
- Garage Door Remote/Fob
- Back-up Generator
- Radon Remediation System
- Solar Panels
- _____
- _____

EXCLUSIONS: _____

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

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


4/1/2019

Seller **Caryn Nesmith** _____ Date _____ Seller _____ Date _____

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

The Contract of Sale dated _____ between Seller **Caryn Nesmith** _____ and Buyer _____ for the Property referenced above is hereby amended by the incorporation of this Addendum.

Seller (sign only after Buyer) _____ Date _____ Buyer _____ Date _____

Seller (sign only after Buyer) _____ Date _____ Buyer _____ Date _____

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SELLER'S DISCLOSURE STATEMENT
Instructions to the Seller for Seller's Disclosure Statement

These Instructions are to assist the Seller in completing the required Seller's Disclosure Statement in order to comply with the District of Columbia Residential Real Property Seller Disclosure Act.

1. Who must complete the Seller's Disclosure Statement? The Seller, not the broker and not the management company, condominium association, cooperative association or homeowners association.

2. In what types of transactions must the Seller provide the Seller's Disclosure Statement to the Purchaser? The Act applies to the following types of transfers or sales of District of Columbia real estate:

- (a) where the property consists of one to four residential dwelling units, and,
- (b) the transactions a sale, exchange, installment land contract, lease with an option to purchase, or any other option to purchase, and,
- (c) the purchaser expresses, in writing, an interest to reside in the property to be transferred.

However, the Act does not apply to:

- (a) court ordered transfers;
- (b) transfers to a mortgagee by a mortgagor in default;
- (c) transfers by sale under a power of sale in a deed of trust or mortgage or any foreclosure sale under a decree of foreclosure or deed in lieu of foreclosures;
- (d) transfers by a non-occupant fiduciary administering a decedent's estate, guardianship, conservatorship or trust;
- (e) transfers between co-tenants;
- (f) transfers made to the transferor's spouse, parent, grandparent, child, grandchild or sibling (or any combinations of the foregoing);
- (g) transfer between spouses under a divorce judgment incidental to such a judgment;
- (h) transfers or exchanges to or from any governmental entity; and
- (i) transfers made by a person of newly constructed residential property that has not been inhabited.

3. When does the Seller's Disclosure Statement have to be provided to the Purchaser? In a sale, before or at the time the prospective transferee executes a purchase agreement with the transferor. In an installment sales contract (where a binding purchase contract has not been executed), or in the case of a lease with no option to purchase, before or at the time the prospective transferee executes the installment sales contract or lease with the transferor.

4. What information must the Seller disclose? Answer ALL questions on the Seller's Disclosure Statement. If some items do not apply to your property, check "N/A" (not applicable). If you do not know the facts, check "UNKNOWN". Report actually known conditions referred to in the questions. Each disclosure must be made in "good faith" (honesty in fact in the making of the disclosure). Attach additional pages with your signature if additional space is required.

The Seller of a condominium unit, cooperative unit, or a lot in a homeowners association, is to provide information only as to the Seller's unit or lot, and not as to any common elements, common areas or other areas outside of the unit or lot.

This is the required Seller's Disclosure Statement approved by the Washington, DC Board of Real Estate.

GCAAR Form #919 – DC Seller's Disclosure

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Revised October 2011

Logan Circle Office, 1313 14th Street NW Washington, DC 20005

Phone: 202-780-5885

Fax:

Casey Aboulafia

Caryn Nesmith

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SELLER'S DISCLOSURE STATEMENT

Instructions to the Seller for Seller's Disclosure Statement

5. What is the remedy if the Seller does not provide the Seller's Disclosure Statement to the Transferee? If the Seller's Disclosure Statement is delivered after the purchaser executes the purchase agreement, installment sales contract or lease with an option to purchase, the purchaser may terminate the transaction by written notice to the seller not more than five (5) calendar days after receipt of the Seller's Disclosure Statement by the purchaser, and the deposit must be returned to the purchaser. The right to terminate is waived if not exercised before the earliest of:

- (a) the making of an application for a mortgage loan (if the lender discloses that the right to rescind terminates on submission of the application); or
- (b) settlement or date of occupancy in the case of a sale; or
- (c) occupancy in the case of a lease with an option to purchase.

6. If the Seller finds out different information after providing the Seller's Disclosure Statement to the Purchaser, how does this impact a ratified contract? If information becomes inaccurate after delivery of the disclosure form, the inaccuracy shall not be grounds for terminating the transaction.

7. How must a Seller deliver the Seller's Disclosure Statement to the Transferee? The Seller's Disclosure Statement must be delivered by personal delivery, facsimile delivery, or by registered mail to the transferee. Execution by the transferor of a facsimile is considered execution of the original.

This is the required Seller's Disclosure Statement approved by the Washington, DC Board of Real Estate.

GCAAR Form #919 – DC Seller's Disclosure

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Revised October 2011

SELLER'S PROPERTY CONDITION STATEMENT

For Washington, DC

1504 3RD ST NW

Property Address: WASHINGTON, DC 20001

Is the property included in a:

- condominium association? Yes No
- cooperative? Yes No
- homeowners association with mandatory participation and fee? Yes No

If this is a sale of a condominium unit or cooperative unit, or in a homeowners association, this disclosure form provides information only as to the unit (as defined in the governing documents of the association) or lot (as defined in the covenants applicable to the lot), and not as to any common elements, common areas or other areas outside of the unit or lot.

Purpose of Statement: This Statement is a disclosure by the Seller of the defects or information actually known by the Seller concerning the property, in compliance with the District of Columbia Residential Real Property Seller Disclosure Act. Unless otherwise advised, the Seller does not possess an expertise in construction, architecture, engineering, or any other specific area related to the construction of the improvements on the property or the land. Also, unless otherwise advised, the Seller has not conducted any inspection of generally inaccessible areas such as the foundation or roof. THIS STATEMENT IS NOT A WARRANTY OF ANY KIND BY THE SELLER OR BY ANY AGENT REPRESENTING THE SELLER IN THIS TRANSACTION, AND IS NOT A SUBSTITUTE FOR ANY INSPECTIONS OR WARRANTIES THE BUYER MAY WISH TO OBTAIN.

Seller Disclosure: The Seller discloses the following information with the knowledge that, even though this is not a warranty, the Seller specifically makes the following statements based on the seller's actual knowledge at the signing of this document. Upon receiving this statement from the Seller, the Seller's agent is required to provide a copy to the Buyer or the agent of the Buyer. The Seller authorizes its agent (s) to provide a copy of this statement to any prospective buyer or agent of such prospective buyer in connection with any actual or anticipated sale of property. The following are statements made solely by the Seller and are not the statements of the Seller's agent (s), if any. This information is a disclosure only and is not intended to be a part of any contract between Buyer and Seller.

The seller(s) completing this disclosure statement have owned the property from 2007 to 2019.

The seller(s) completing this disclosure have occupied the residence from 2007 to 2011.

A. Structural Conditions

1. **Roof** roof is a common element maintained by condominium or cooperative (no further roof disclosure required).

Age of Roof 0-5 years 5-10 years 10-15 years 15+ years Unknown

Does the seller have actual knowledge of any current leaks or evidence of moisture from roof?

Yes No If yes, comments: Leak around ~~fire~~ plocky light repaired

Does the seller have actual knowledge of any existing fire retardant treated plywood?

Yes No If yes, comments: _____

2. **Fireplace/Chimney(s)**

Does the seller have actual knowledge of any defects in the working order of the fireplaces?

Yes No No Fireplace(s)

If yes, comments: _____

Does the seller know when the chimney(s) and/or flue were last inspected and/or serviced?

Yes No No chimneys or flues

If yes, when were they last serviced or inspected? _____

This is the required Seller's Disclosure Statement approved by the Washington, DC Board of Real Estate.

3. Basement

Does the seller have actual knowledge of any current leaks or evidence of moisture in the basement?

Yes No Not Applicable

If yes, comments: _____

Does the seller have actual knowledge of any structural defects in the foundation?

Yes No

If yes, comments: _____

4. Walls and floors

Does the seller have actual knowledge of any structural defects in walls or floors?

Yes No

If yes, comments: _____

5. Insulation

Does the seller have actual knowledge of presence of urea formaldehyde foam insulation?

Yes No

If yes, comments: _____

6. Windows

Does the seller have actual knowledge of any windows not in normal working order?

Yes No

If yes, comments: _____

B. Operating Condition of Property Systems

1. Heating System heating system is a common element maintained by condominium or cooperative (no further disclosure on heating system required).

Type of system Forced Air Radiator Heat Pump

Electric baseboard Other

Heating Fuel Natural Gas Electric Oil Other

Age of system 0-5 years 5-10 years 10-15 years Unknown

Does the seller have actual knowledge that heat is not supplied to any finished rooms?

Yes No

If yes, comments: _____

Does the seller have actual knowledge of any defects in the heating system?

Yes No

If yes, comments: _____

Does the heating system include:

Humidifier Yes No Unknown

Electronic air filter Yes No Unknown

If installed, does the seller have actual knowledge of any defects with the humidifier and electronic filter?

Yes No Not Applicable

If yes, comments: _____

2. Air Conditioning System air conditioning is a common element maintained by condominium or cooperative (no further disclosure on air conditioning system required).

Type of system: Central AC Heat Pump Window/wall units

Other Not Applicable

Air Conditioning Fuel Natural Gas Electric Oil Other

Age of system 0-5 years 5-10 years 10-15 years Unknown

This is the required Seller's Disclosure Statement approved by the Washington, DC Board of Real Estate.

If central AC, does the seller have actual knowledge that cooling is not supplied to any finished rooms? Yes No Not Applicable

If yes, comments: _____

Does the seller have actual knowledge of any problems or defects in the cooling system?

Yes No Not Applicable

If yes, comments: _____

3. Plumbing System

Type of system Copper Galvanized Plastic Polybutelene Unknown

Water Supply Public Well

Sewage Disposal Public Well

Water Heater Fuel Natural Gas Electric Oil Other

Does the seller have actual knowledge of any defects with the plumbing system?

Yes No

If yes, comments: _____

4. Electrical System

Does the seller have actual knowledge of any defects in the electrical system, including the electrical fuses, circuit breakers, outlets, or wiring?

Yes No

If yes, comments: _____

C. Appliances

Does the seller have actual knowledge of any defects with the following appliances?

Range/Oven Yes No Not Applicable

Dishwasher Yes No Not Applicable

Refrigerator Yes No Not Applicable

Range hood/fan Yes No Not Applicable

Microwave oven Yes No Not Applicable

Garbage Disposal Yes No Not Applicable

Sump Pump Yes No Not Applicable

Trash compactor Yes No Not Applicable

TV antenna/controls Yes No Not Applicable

Central vacuum Yes No Not Applicable

Ceiling fan Yes No Not Applicable

Attic fan Yes No Not Applicable

Sauna/Hot tub Yes No Not Applicable

Pool heater & equip. Yes No Not Applicable

Security System Yes No Not Applicable

Intercom System Yes No Not Applicable

Garage door opener Yes No Not Applicable

& remote controls Yes No Not Applicable

Lawn sprinkler system Yes No Not Applicable

Water treatment system Yes No Not Applicable

Smoke Detectors Yes No Not Applicable

Carbon Monoxide

Detectors Yes No Not Applicable

Other Fixtures Yes No Not Applicable

Or Appliances Yes No Not Applicable

If yes to any of the above, describe defects: _____

D. Exterior/Environmental Issues

1. Exterior Drainage

Does the seller have actual knowledge of any problem with drainage on the property?

Yes No

If yes, comments: _____

2. Damage to property

Does the seller have actual knowledge whether the property has previously been damaged by:

Fire Yes No

Wind Yes No

Flooding Yes No

If yes, comments: _____

3. Wood destroying insects or rodents?

Does the seller have actual knowledge of any infestation or treatment for infestations?

Yes No

If yes, comments: _____

Does the seller have actual knowledge of any prior damage or repairs due to a previous infestation?

Yes No

If yes, comments: _____

4. Does the seller have actual knowledge of any substances, materials or environmental hazards (including but not limited to asbestos, radon gas, lead based paint, underground storage tanks, formaldehyde, contaminated soil, or other contamination) on or affecting the property?

Yes No

If yes, comments: _____

5. Does the seller have actual knowledge of any zoning violations, nonconforming uses, violation of building restrictions or setback requirements, or any recorded or unrecorded easement, except for utilities, on or affecting the property?

Yes No

If yes, comments: _____

6. Does the seller have actual knowledge that this property is a D.C. Landmark included in a designated historic district or is designated a historic property?

Yes No

If yes, comments: _____

7. Has the property been cited for a violation of any historic preservation law or regulation during your ownership?

Yes No

If yes, comments: _____

8. Does the seller have actual knowledge if a façade easement or a conservation easement has been placed on the property?

Yes No

If yes, comments: _____

The seller(s) certifies that the information in this statement is true and correct to the best of their knowledge as known on the date of signature.



Seller
Caryn Nesmith

4/1/2019

Date

Seller

Date

Buyer(s) have read and acknowledge receipt of this statement and acknowledge that this statement is made based upon the seller's actual knowledge as of the above date. This disclosure is not a substitute for any inspections or warranties which the buyer(s) may wish to obtain. This disclosure is NOT a statement, representation, or warranty by any of the seller's agents or any sub-agents as to the presence or absence of any condition, defect or malfunction or as to the nature of any condition, defect or malfunction.

Buyer

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: 1504 3RD ST NW, WASHINGTON, DC 20001

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) CS 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.

Caryn Nesmith 7/1/2015
Seller Date

Buyer Date

Seller Date

Buyer Date

DocuSigned by:
Casey Aboulafia REALTOR
Agent for Seller, if any
Casey Aboulafia

5/18/2019 | 4:49 PM EDT

Agent for Buyer, if any Date



DC Lead Disclosure Form

Information about Lead-Based Paint in this Property

Purpose: Inform potential renters and homebuyers of the presence of lead-based paint and related hazards in the property they are considering.

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can be a health hazard, especially for young children and pregnant women. Owners or managers of these properties must provide information about lead-based paint in the property that they want to rent or sell. DC requires the renter or buyer to have this information **before** they decide to rent or purchase the property.

This form does not replace the Federal Lead Disclosure form. DC law provides additional protections for the renter or purchaser. A DC Lead Disclosure form is not required for properties built in 1978 or later.

Are you a POTENTIAL TENANT or BUYER?

Review this page carefully before following instructions on page two.

Are you a PROPERTY OWNER or MANAGER?

You will need the following information to complete this form:

- Copies of any lead-based paint reports, assessments, or surveys related to the property.
- The latest version of the EPA Protect Your Family From Lead in Your Home pamphlet.
- Knowledge about lead-contaminated dust/soil and condition of the paint on the property.
- Knowledge about any lead-based paint related legal actions taken against the property.

Property owners and managers: keep the signed original of this form on record for at least 6 years, as you may be audited by the DC Department of Energy and Environment.

What to look for inside the property or in the property's common areas:

- Peeling, chipping, chalking, cracking, or damaged paint.
- Lead-based paint on windows, doors, stairs, railings, banisters, porches, or other high-wear surfaces that children might chew.
- Lead that is present in bare soil.
- Lead dust that forms when lead-based paint is scraped, sanded, or heated, or when painted surfaces with lead in them bump or rub together.
- Surfaces with lead paint chips/dust, or settled dust that reenters the air through vacuuming or sweeping.

For more information see The District of Columbia "Lead-Hazard Prevention and Elimination Act of 2008," as amended (the "Act"), D.C. Official Code § 8-231.01 et seq., and the Federal Lead Warning Statement, 24 CFR Part 35: <http://bit.ly/federallead>.

If you need help in your language, please call 202-535-2600. | በአማርኛ እርዳታ ከፈለጉ በ 202-535-2600 ይደውሉ። | Si necesita ayuda en Español, por favor llame al 202-535-2600. | Si vous avez besoin d'aide en Français appelez-le 202-535-2600. | 如果您需要中文服務，請致電 202-535-2600 | 한국어로 도움이 필요합니까? 무료 한국어통역: 202-535-2600 | Nếu quý vị cần giúp đỡ bằng tiếng Việt, xin gọi 202-535-2600.

If you are:	You need to:
The property owner or manager	<ul style="list-style-type: none"> • Complete Sections A and B. • Provide a copy to the tenant/buyer.
The potential tenant or buyer	<ul style="list-style-type: none"> • Carefully review Section B. • Sign Section C.

SECTION A: Property Owner/Manager's Signature

Property Address: **1504 3RD ST NW**

Unit:

Washington, DC

ZIP: **20001**

I am the (check one) owner manager of this property and will truthfully give the answers to the following questions about lead-based paint/hazards in or around this property.

Owner/Manager Name:

Caryn Nesmith

Signature:

Caryn Nesmith

SECTION B: Information About the Lead-Based Paint in this Property

Lead-based paint is assumed to be present in properties built before 1978. To the best of your knowledge, is there peeling or chipping paint, lead-contaminated dust/soil, or other lead-based paint hazards inside or around the property?

No Yes, in the following location(s): *For more space attach a summary*

Does DC Government have any pending actions related to lead-based paint for this property?

Check all that apply

- Yes, a notice of violation
 Yes, a notice of lead-based paint hazards
 Yes, an administrative order to eliminate lead-based paint hazards
 Yes, other notices or orders related to lead-based paint. Please list:
 No

Are there any reports or documents about lead-based paint or hazards in or around this property?

This includes reports or documents provided to you by a previous or current owner, property manager, DC Government agency, or contractor.

No Yes and I understand I must provide a copy of those documents to the tenant/buyer if they ask.

SECTION C: Tenant/Buyer's Acknowledgement

I was provided this form and the Protect Your Family from Lead in Your Home pamphlet before I signed a lease or purchase agreement.

Yes No, I have already signed a lease or purchase agreement.

I understand I have the right to ask the owner or manager for any reports or documents about lead-based paint or hazards in or around this property.

Name:

Signature:

Date:



COMPASS



THIS NOTICE IS REQUIRED BY LAW AND IS NOT A CONTRACT.

THIS DISCLOSURE DOES NOT CREATE A BROKERAGE RELATIONSHIP.

Disclosure of Brokerage Relationship District of Columbia

Prior to providing specific real estate assistance, District of Columbia law requires that a licensee disclose to any party who the licensee does **NOT** represent the identity of the party to the proposed transaction which the licensee does represent. Even though a licensee may not represent you, that licensee must still treat you honestly in the transaction.

We, the undersigned Buyer(s)/Tenant(s) or Seller(s)/Landlord(s) acknowledge receipt of this Disclosure, and understand we are **NOT** represented by the licensee identified below.

Casey Aboulafia, SP98360832
(Licensee & License #)

and Compass Real Estate
(Brokerage Firm)

The licensee and brokerage firm named above represent the following party in the real estate transaction:

- Seller(s)/Landlord(s)** (The licensee has entered into a written listing agreement with the seller(s) or landlord(s) or is acting as a sub-agent of the listing broker.)
- Buyer(s)/Tenant(s)** (The licensee has entered into a written agency agreement with the buyer/tenant.)
- Designated Agent of the** **Buyer(s)/Tenant(s)** or **Seller(s)/Landlord(s)**
(Both the buyers and sellers have previously consented to "Designated Agency", and the licensee listed above is indicating the parties represented.)

Acknowledged Date

Acknowledged Date

Name of Person(s): _____

I certify on this date that I, the real estate agent, have delivered a copy of this disclosure to the person(s) identified above.

Signed (Licensee)

Date

Previous editions of this form should be destroyed.

COMPASS



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**Disclosure of Brokerage Relationship
District of Columbia**

Prior to providing specific real estate assistance, District of Columbia law requires that a licensee disclose to any party who the licensee does **NOT** represent the identity of the party to the proposed transaction which the licensee does represent. Even though a licensee may not represent you, that licensee must still treat you honestly in the transaction.

We, the undersigned Buyer(s)/Tenant(s) or Seller(s)/Landlord(s) acknowledge receipt of this Disclosure, and understand we are **NOT** represented by the licensee identified below.

_____ and _____
(Licensee & License #) (Brokerage Firm)

The licensee and brokerage firm named above represent the following party in the real estate transaction:

Seller(s)/Landlord(s) (The licensee has entered into a written listing agreement with the seller(s) or landlord(s) or is acting as a sub-agent of the listing broker.)

Buyer(s)/Tenant(s) (The licensee has entered into a written agency agreement with the buyer/tenant.)

Designated Agent of the **Buyer(s)/Tenant(s)** or **Seller(s)/Landlord(s)**
(Both the buyers and sellers have previously consented to "Designated Agency", and the licensee listed above is indicating the parties represented.)

DocuSigned by: Caryn Nesmith 5/20/2019 | 11:04 AM PDT
 Acknowledged _____ Date _____
 Caryn Nesmith

 Acknowledged _____ Date _____

Name of Person(s): _____
I certify on this date that I, the real estate agent, have delivered a copy of this disclosure to the person(s) identified above.

Signed (Licensee) Date

Previous editions of this form should be destroyed.



Washington, DC Disclosure/Confirmation of Dual Representation and/or Designated Representation

(To be attached to the Regional Sales Contract or Lease Agreement whenever Dual Agency or Designated Representation occurs on a DC transaction.)

1504 3RD ST NW

WASHINGTON, DC 20001

With respect to the property located at _____ the undersigned, having previously consented to Dual Agency of the brokerage firm do hereby acknowledge disclosure that:

Compass Real Estate

(Name of brokerage firm acting as Dual Representative)

represents more than one party to the real estate transaction as indicated below:

Seller(s) and Buyer(s) or Landlord(s) and Tenant(s)

The Seller(s) or Landlord(s) and the Buyer(s) or Tenant(s) are proceeding with the transaction acknowledging: (choose one below)

Designated Representation:

The brokerage firm has assigned Casey Aboulafia SP98360832
(Name of Licensee & License #)

to act as the Designated Representative of the Seller(s) or Landlord(s) and,

The brokerage firm has assigned _____
(Name of Licensee & License #)

to act as the Designated Representative of the Buyer(s) or Tenant(s)

----- OR -----

Dual Representation

The Licensee: _____
(Name of Licensee & License #)

And the Brokerage Firm represents more than one party to the contract as indicated above.

Caryn Nesmith
Seller or Landlord
Caryn Nesmith

4/11/2019
Date

Buyer or Tenant Date

Seller or Landlord Date Buyer or Tenant Date

Previous editions of this form should be destroyed.



Tenancy Addendum for District of Columbia (Single-Family Accommodation)

(Required for use with Form #1313 where any Tenancy exists)

The Contract of Sale dated _____, Address 1504 3RD ST NW
 City WASHINGTON, State DC Zip Code 20001, Lot 819
 Block/Square 0521 Unit: _____ Section: _____ Tax ID #: 0521//0819
 Parking Space(s) # _____ Storage Unit(s) # _____ Subdivision/Project Name _____
 _____ between Seller Caryn Nesmith
 and Buyer _____

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

1. **TENANCY:** As provided in GCAAR Form #1313, District of Columbia Jurisdictional Disclosure and Addendum, the property is/was at the time the Seller decided to sell the Property subject to existing tenancy(ies) and/or lease(s) as follows:

Tenant Name(s)	Unit#	Current Rent	Copy of Lease Attached	
A. <u>Elizabeth Karan</u>	<u>n/a</u>	<u>n/a</u>	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
B. <u>Jonathan Luke Van Cleve</u>	<u>n/a</u>	<u>n/a</u>	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
C. _____	_____	_____	<input type="checkbox"/> Yes	<input type="checkbox"/> No
D. _____	_____	_____	<input type="checkbox"/> Yes	<input type="checkbox"/> No

2. **TENANT OPPORTUNITY TO PURCHASE (“TOPA”):**

TOPA provides certain Tenants in the District of Columbia with the opportunity to purchase their rental accommodation. Pursuant to DC Official Code §42-3404 et seq., as amended on July 3, 2018, Single-Family Accommodations are exempt from the requirements of TOPA with the exception of rental units occupied by elderly or disabled tenants.

A Single-Family Accommodation means (A) a housing accommodation, whether freestanding or attached, and the appurtenant land that contains: (i) one single-family dwelling; or (ii) one single-family dwelling with one accessory dwelling unit or (B) a single rental unit in a condominium, cooperative, or homeowners association as that term is defined in DC Official Code § 47-871(2).

3. **NOTICE TO TENANT:**

In compliance with DC Official Code §42-3404, the Seller must send to the Tenant(s) and the Mayor c/o the District of Columbia Department of Housing and Community Development (“DHCD”) and the Office of Tenant Advocate (“OTA”), on the same day, the Notice to Tenant of Landlord's Receipt or Solicitation of an Offer to Sell the Single-Family Accommodation and Notice of Intent to Sell (“Form 1”), Letter to Landlord (“Form 2”), and Response Letter to DHCD if Claiming Elderly or Disabled Status (“Form 4”).

4. **LETTER TO LANDLORD:**

In compliance with DC Official Code §42-3404, following receipt of Form 1, Tenants have 20 days to send to Landlord and DHCD Form 2 claiming to be elderly or disabled and to meet the necessary requirements in order to receive rights under TOPA.

5. **REQUIRED TOPA NOTICES FOR ELDERLY AND DISABLED TENANTS:**

In accordance with the provisions of TOPA and on the forms provided by DHCD, Seller (**choose one**):

HAS provided on May 20, 2019 to Tenant(s) and the Mayor a written Offer of Sale and Tenant
 Date

Opportunity to Purchase **Without** A Third Party Contract (Form 3B), a copy of which is attached hereto. Seller represents and agrees that within 5 Business Days after Date of Ratification of this Contract, Seller will send to the Tenant(s) and the Mayor by certified mail, or a delivery service providing delivery tracking confirmation the 15-day Right of First Refusal Notice (Form 3C) together with a copy of this Contract.

HAS NOT provided to Tenant(s) and the Mayor a written Offer of Sale and Tenant Opportunity to Purchase **Without** A Third Party Contract (Form 3B). Seller represents and agrees that, within 5 Business Days of receipt of Form 2 from the Tenant(s), Seller will send to the Tenant(s) and the Mayor by certified mail, or a delivery service providing delivery tracking confirmation the Offer of Sale and Tenant Opportunity to Purchase **With** A Third Party Contract, which Notice also contains 15-day right of first refusal (Form 3A).

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6. TOPA COMPLIANCE:

To ensure Buyer's ability to procure an owner's title insurance policy without exception to TOPA, **Seller agrees to contact Settlement Agent within 3 Business Days of Ratification** to determine that Seller is either in compliance with both TOPA Notice requirements and title insurance underwriting requirements pertaining to TOPA or to establish the necessary steps to be in compliance with such requirements (either of which shall constitute "TOPA Compliance").

7. BUYER'S RIGHT TO VOID:

In the event that Seller has not accomplished TOPA Compliance, within 14 days following the Date of Ratification ("Deadline"), Buyer may, at any time thereafter, but prior to Seller accomplishing TOPA Compliance, Deliver Notice to Seller declaring this Contract Void. If Buyer Delivers such Notice, this Contract will become Void at 6:00 p.m. on the third day following Delivery of Buyer's Notice, unless prior to that date and time Seller has accomplished TOPA Compliance.

8. GENERAL PROVISIONS:

Seller shall keep Buyer and Agents apprised of all negotiations, correspondence, contracts and other developments with respect to negotiations with Tenant(s). All actions required hereunder to be taken by Seller shall be taken in accordance with District of Columbia law and regulations. Without the prior written consent of Buyer, Seller shall not modify the terms of or terminate such tenancy(ies). In addition, the Seller will not enter into any new leases or tenancies with respect to the Property.

9. SETTLEMENT:

Buyer and Seller acknowledge that Seller must accomplish TOPA Compliance prior to the Settlement Date. If Settlement does not occur on the Settlement Date due to Seller not having accomplished TOPA Compliance, and Seller is not in Default, then the Settlement Date shall automatically be extended to the date which is the third Business Day following the date Seller accomplishes TOPA Compliance unless otherwise agreed by Buyer and Seller. Buyer and Seller further agree that Buyer's obligation to complete Settlement IS or IS NOT (choose one) contingent upon Seller delivering the Property vacant and free of tenancies at Settlement.

10. BUYER ACKNOWLEDGEMENT:

Buyer acknowledges that as an owner of rental property in the District of Columbia there are a number of legal issues/requirements an owner should be aware of, including but not limited to: rental registration requirements, landlord/tenant rights and obligations, business license requirements, rent control, Tenant Opportunity to Purchase Act and Right of First Refusal, and the eviction process. Buyer is advised to consult the District of Columbia and/or obtain legal counsel regarding such matters.

_____	_____	_____	_____
Seller	Date	Buyer	Date
Caryn Nesmith			

_____	_____	_____	_____
Seller	Date	Buyer	Date