

4506 Butterworth Place NW, Washington, DC 20016

**INFORMATION FOR POTENTIAL BUYERS
FROM THE TRUSTEE OF THE ESTATE**

After a major city rain event on Tuesday August 15 (<http://wtop.com/weather-news/2017/08/dc-area-roads-flood-after-2-inches-of-rain-fell/>) water seeped under the recreation room door located at the bottom of stairs, at the back of the house. This was the first time in the history of the house, to my knowledge, that this had happened. The cause was determined to be a clogged drain just outside the door.

Although family members visiting at the time cleaned up almost all of the water by hand (towels, mops and sponges), we had the basement professionally dried by 911Restoration. Multiple industrial fans and dehumidifiers ran non-stop from August 15 to the following Monday morning, August 21. An anti-microbial spray was applied, drying as a transparent film.

To emphasize the unusual severity and impact of the storm in our neighborhood, the 911 Restoration manager told us they were treating 4 properties in the immediate area with far worse problems, including two others on Butterworth Pl. farther down the street.

The drain outside the door had clogged up with debris (leaves and dirt). The same night, RotoRooter completely cleared it out and twice confirmed it was working well using maximum running water from a hose directly into the drain.

Since then we have had multiple rains, some heavy, and the drain has worked perfectly, without any subsequent problem.

Some mold on sheet rock was recently cleaned from a wall in the basement rec room. This was located on two areas of this wall. I was told these areas were likely caused by a leaky hose bib and gutters above with loose connections, and the bib and gutters were repaired shortly thereafter. One area of mold ran about 45 inches long, and about 6 inches high at its peak, the bottom reaching to the shoe molding. The other area involved the corner of the same wall and was on both the shoe molding, a vertical corner wood strip, and a corner floor tile.

The Trustee was told that when a substantial amount of rain has fallen there is a small area in the back yard, a few feet behind the fence on the right side (looking from the street) which becomes saturated, this could be addressed by landscaping. The far-left back end of the yard can be slow to drain with substantial rain, but the water is gone within 24 hours.



Jurisdictional Disclosure and Addendum to the Sales Contract for Washington, DC (Recommended for the Listing Agreement and required for the GCAAR Sales Contract)

The Contract of Sale dated _____ between _____
 _____ (Buyer) and Jewel F. Lewis, Trust, Arnold C. Lewis, Trust (Seller)
 for the purchase of the real property located at
 Address 4506 Butterworth Place NW Unit# n/a
 City Washington State DC Zip Code 20016, Parking Space(s) # off street
 Storage Unit # n/a with the legal description of Lot 17 Block/Square 1567 Section _____
 Subdivision/Project Name American University Park Tax Account # 1567//0017
 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 Manor Gleneig

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 DC Tenancy Addendum is hereby provided.

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

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 Section 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: UNKNOWN

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>.

<p><u>William W. Lewis, Trustee 8/9/17</u> Seller Date <u>Jewel F. Lewis, Trust Family Trust (wjl)</u></p>	<p><u>William W. Lewis, Trustee 8/9/17</u> Seller Date <u>Arnold C. Lewis, Trust Family Trust (wjl)</u></p>
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PART II. RESALE ADDENDUM

The Contract of Sale dated _____, between Seller Jewel F. Lewis ^{Family Trust} Trust, Arnold C. Lewis, Trust ^{Family Trust} 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.

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.

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



Inclusions/Exclusions Disclosure and/or Addendum

Required for use with GCAAR Listing Agreement & Sales Contract

PROPERTY ADDRESS: 4506 Butterworth Place NW, Washington, DC 20016

1. SELLER DISCLOSURE OF CONVEYED/LEASED ITEMS AND CERTIFICATION:

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
- 2 Refrigerator
- w/ Ice Maker
- Wine Refrigerator
- Dishwasher
- Disposer
- Separate Ice Maker
- Separate Freezer
- Trash Compactor

ELECTRONICS

- Alarm System *
- Intercom
- Satellite Dishes
- * Monthly Service Contract (us)

RECREATION

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

LIVING AREAS

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

OTHER

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

LAUNDRY

- Washer
- Dryer

WATER/HVAC

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

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 and regulated by GCAAR Form 1339: Addendum of Clauses B: Leased Items, Leased Systems & Service Contracts paragraph, which must be appended to the Contract referenced below: Alarm System Contract

CERTIFICATION: 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.

William W. Lewis, Trustee 8/9/17
 Seller Jewel F. Lewis, Trust Family Trust (us)

William W. Lewis, Trustee 8/9/17
 Seller Arnold C. Lewis, Trust Family Trust (us) Date

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

The Contract of Sale dated _____ between Seller Jewel F. Lewis, Trust, Arnold C. Lewis, Trust and Buyer Family Trust (us) Family Trust (us) for the Property referenced above is hereby amended by the incorporation of this Addendum.

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

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

GCAAR # 911 – Inclusions/Exclusions ©7/2017 The Greater Capital Area Association of REALTORS®, Inc. This Recommended Form is the property of the Greater Capital Area Association of REALTORS®, Inc. and is for use by REALTOR® members only. Previous editions of this form should be destroyed.



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: 4506 Butterworth Place NW, Washington, DC 20016

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, *but there may be as the house was built before 1978*

(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) BRB 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.

William W. Lewis, Trustee 8/9/17
Seller _____ Date

Jewel F. Lewis, Trust Family Trust (initial)
Seller _____ Date

William W. Lewis, Trustee 8/9/17
Seller _____ Date

Arnold C. Lewis, Trust Family Trust (initial)
Seller _____ Date

Bonnie Roberts-Burke
Agent for Seller, if any _____ Date

Buyer _____ Date

Buyer _____ Date

Agent for Buyer, if any _____ Date

ACKNOWLEDGEMENT FORM

Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards and/or Pending Government Actions

ADDRESS OF PROPERTY, INCLUDING UNIT # IF ANY:

4506 Butterworth Place NW
Washington, DC 20016

Lessee's Acknowledgement

I confirm that I have received a completed Lead Disclosure Form for the property address specified above, and that I received it on (insert date): _____ .

I confirm that I have received the pamphlet, *Protect Your Family From Lead in Your Home*, and that I received it on (insert date): _____ .

Lessee's Signature

Date

Prospective Purchaser's Acknowledgement

I confirm that I have received a completed Lead Disclosure Form for the property address specified above, and that I received it on (insert date): _____ .

I confirm that I have received the pamphlet, *Protect Your Family From Lead in Your Home*, and that I received it on (insert date): _____ .

Prospective Purchaser's Signature

Date

Agent's Acknowledgement

I have informed the property owner of the property owner's obligations under 42 U.S.C. 4852d, and I am aware of my responsibility to ensure compliance.

Bonnie Roberts-Burke

Agent's Signature

Date

Bonnie Roberts-Burke

LEAD DISCLOSURE FORM

Federal Lead Warning Statement: Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.

ADDRESS OF PROPERTY, INCLUDING UNIT NUMBER IF ANY:
4506 Butterworth Place NW
Washington, DC 20016

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.*, requires an owner of a residential property constructed before 1978 to disclose the information contained in this Lead Disclosure Form to prospective tenants or prospective property purchasers, before any change in occupancy or contract for possession is executed. Owners are required to disclose specific information which they know or reasonably should know about the property related to the presence of lead-based paint and/or lead-based paint hazards, and any pending actions ordered under the Act. To meet the requirements of this law, you must complete this Lead Disclosure Form.

I am the owner or authorized owner's agent of *(Insert Full Address of Property)*
4506 Butterworth Place NW, Washington DC 20016
and affirm that the following answers state what I reasonably know about my property.

CHECK ONE BOX UNDER A, B, AND C, BELOW.

A. Check one of the following 3 statements that accurately describes what you know about the presence of lead-based paint on your property:

Lead-based paint is known or reasonably known to be present on the interior or on the exterior of the property (including common areas, if applicable), at the following locations (specify components, rooms, and any other relevant details, and **provide access to any available record or report** about the presence of lead-based paint at this property):

To my knowledge, lead-based paint is not known or reasonably known to be present on the interior or on the exterior of the property, including common areas. I will provide access to any record or report I have about the absence of lead-based paint at this property.

While lead-based paint is not known by me to be present in the dwelling unit, it is presumed to be there, because the dwelling unit was constructed prior to 1978.

B. Check one of the following 2 statements that accurately describes what you know or reasonably should know about the condition of your property:

NOTE: The following definitions must be followed to comply with District law.

DISTRICT OF COLUMBIA DEFINITION OF LEAD-BASED PAINT HAZARD: "Lead-based paint hazard" means any condition that causes exposure to lead from lead- contaminated dust, lead-contaminated soil, deteriorated lead-based paint or presumed lead-based paint, or lead-based paint or presumed lead-based paint that is disturbed without containment. See D.C. Official Code § 8-231.01(22).

DEFINITION OF PRESUMED LEAD-BASED PAINT: "Presumed lead-based paint" means paint or other surface coating affixed to a component in or on a dwelling unit or child-occupied facility, constructed prior to 1978. See D.C. Official Code § 8-231.01(32).

I have reason to believe a lead-based paint hazard is present on the interior or on the exterior of the property (including common areas, if applicable), at the following locations (specify components, rooms, and any other relevant details, and provide access to any available record or report about the presence of lead-based paint hazards at this property):

Based on the presumption that construction of property was built before 1978

To my knowledge, lead-based paint hazards are not present nor likely to be present on the interior or on the exterior of the property, including common areas, if applicable. I will provide access to any record or report I have about the absence of lead-based paint hazards at this property.

C. Check one of the following 2 statements that accurately describes whether any government action is currently pending, with respect to your property or unit:

There are currently no pending actions ordered by a District Government agency with respect to the property listed above.

There are currently pending actions that have been ordered by a District Government agency with respect to this property, as follows:

By my signature below, I agree that this Lead Disclosure Form states information about my property or unit listed above, which is reasonably known to me, and that I have answered the questions in this form truthfully. I also agree to comply with the Act's requirement that I provide this information to my prospective tenants, as well as to any prospective purchasers, before they are under any contract to purchase or lease a dwelling unit. I understand that falsification of any information provided or required in this document may subject me to civil or criminal penalties. D.C. Official Code § 8-231.15(b) and § 8-231.16(b).

William W. Lewis, Trustee

8/9/17

NAME OF OWNER/OWNER'S AUTHORIZED AGENT
William W. Lewis, Trustee

DATE



GOVERNMENT OF THE
DISTRICT OF COLUMBIA



DEPARTMENT
OF ENERGY &
ENVIRONMENT