



INCLUSIONS/EXCLUSIONS AND UTILITIES ADDENDUM TO EXCLUSIVE RIGHT TO SELL RESIDENTIAL BROKERAGE AGREEMENT

For the sole purpose of assisting the agent in preparing an offer and is not to be part of the Contract of Sale

ADDENDUM # _____ dated _____ to Exclusive Right to Sell Brokerage Agreement dated _____, between Owner(s) Robert C Hessel, Lisa A Hessel and Broker Re/Max Realty Group Bonnie Winkler/Maureen Nichols for Property known as 3352 Uniontown Rd Westminster, MD 21158

INCLUSIONS/EXCLUSIONS: Owner intends for these items marked below to be included in the sale of the property unless otherwise negotiated:

- | | | | |
|---|---|--|---|
| INCLUDED | INCLUDED | INCLUDED | INCLUDED |
| <input type="checkbox"/> Alarm System | <input type="checkbox"/> Exhaust Fan(s) # _____ | <input type="checkbox"/> Pool, Equip. & Cover | <input type="checkbox"/> Trash Compactor |
| <input checked="" type="checkbox"/> Built-in Microwave | <input checked="" type="checkbox"/> Exist. W/W Carpet | <input checked="" type="checkbox"/> Refrigerator(s) # <u>1</u> | <input type="checkbox"/> Wall Oven(s) # _____ |
| <input checked="" type="checkbox"/> Ceiling Fan(s) # <u>7</u> | <input type="checkbox"/> Fireplace Screen/Doors | <input checked="" type="checkbox"/> w/ice maker <u>not connected</u> | <input type="checkbox"/> Water Filter |
| <input type="checkbox"/> Central Vacuum | <input checked="" type="checkbox"/> Freezer | <input type="checkbox"/> Satellite Dish | <input type="checkbox"/> Water Softener |
| <input checked="" type="checkbox"/> Clothes Dryer | <input type="checkbox"/> Furnace Humidifier | <input checked="" type="checkbox"/> Screens | <input checked="" type="checkbox"/> Window A/C Unit(s) # <u>2</u> |
| <input checked="" type="checkbox"/> Clothes Washer | <input type="checkbox"/> Garage Opener(s) # _____ | <input checked="" type="checkbox"/> Shades/Blinds | <input type="checkbox"/> Window Fan(s) # _____ |
| <input type="checkbox"/> Cooktop | <input type="checkbox"/> w/remote(s) # _____ | <input checked="" type="checkbox"/> Storage Shed(s) # _____ | <input type="checkbox"/> Wood Stove |
| <input checked="" type="checkbox"/> Dishwasher | <input checked="" type="checkbox"/> Garbage Disposer | <input type="checkbox"/> Storm Doors | |
| <input checked="" type="checkbox"/> Drapery/Curtain Rods | <input type="checkbox"/> Hot Tub, Equip. & Cover | <input checked="" type="checkbox"/> Storm Windows | |
| <input type="checkbox"/> Draperies/Curtains | <input type="checkbox"/> Intercom | <input checked="" type="checkbox"/> Stove or Range | |
| <input type="checkbox"/> Electronic Air Filter | <input type="checkbox"/> Playground Equipment | <input type="checkbox"/> T.V. Antenna | |

ADDITIONAL INCLUSIONS (Specify):

EXCLUSIONS (Specify):

UTILITIES: WATER, SEWAGE, HEATING AND CENTRAL AIR CONDITIONING: (Check all that apply)

- Water Supply: Public Well
- Sewage Disposal: Public Septic
- Heating: Oil Gas Elec. Heat Pump Other _____
- Hot Water: Oil Gas Elec. Other _____
- Air Conditioning: Gas Elec. Other _____

Owner _____ Date _____
Robert C Hessel

Owner _____ Date _____
Lisa A Hessel

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MARYLAND RESIDENTIAL PROPERTY DISCLOSURE AND DISCLAIMER STATEMENT

Property Address: 3352 Uniontown Rd, Westminster, MD 21158

Legal Description:

NOTICE TO SELLER AND PURCHASER

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

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

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

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

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

MARYLAND RESIDENTIAL PROPERTY DISCLOSURE STATEMENT

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

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

How long have you owned the property? 3 YEARS

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

Water Supply: [] Public, [x] Well, [] Other
Sewage Disposal: [] Public, [x] Septic System approved for (# bedrooms)
Garbage Disposal: [x] Yes, [] No
Dishwasher: [x] Yes, [] No
Heating: [x] Oil, [] Natural Gas, [] Electric, [] Heat Pump Age
Air Conditioning: [] Oil, [] Natural Gas, [x] Electric, [] Heat Pump Age
Hot Water: [x] Oil, [] Natural Gas, [x] Electric Capacity 32 Age 14R, [] Other

Please indicate your actual knowledge with respect to the following:

1. Foundation: Any settlement or other problems? Yes No Unknown
Comments: _____

2. Basement: Any leaks or evidence of moisture? Yes No Unknown Does Not Apply
Comments: CELLAR MOISTURE DOES WEAP FROM TIME TO TIME

3. Roof: Any leaks or evidence of moisture? Yes No Unknown
Type of roof: TIN Age UNKNOWN

Comments: _____
Is there any existing fire retardant treated plywood? Yes No Unknown

Comments: _____

4. Other Structural Systems, including exterior walls and floors:
Comments: _____

Any defects (structural or otherwise)? Yes No Unknown
Comments: _____

5. Plumbing System: Is the system in operating condition? Yes No Unknown
Comments: _____

6. Heating Systems: Is heat supplied to all finished rooms? Yes No Unknown
Comments: NO HEAT FEEDBACK ROOM (DEN)

Is the system in operating condition? Yes No Unknown
Comments: _____

7. Air Conditioning System: Is cooling supplied to all finished rooms? Yes No Unknown Does Not Apply
Comments: _____

Is the system in operating condition? Yes No Unknown Does Not Apply
Comments: _____

8. Electric Systems: Are there any problems with electrical fuses, circuit breakers, outlets or wiring?
 Yes No Unknown

Comments: _____
Will the smoke detectors provide an alarm in the event of a power outage? Yes No Does Not Apply

Comments: _____

9. Septic Systems: Is the septic system functioning properly? Yes No Unknown Does Not Apply
When was the system last pumped? Date 8/07 Unknown

Comments: _____

10. Water Supply: Any problem with water supply? Yes No Unknown
Comments: _____

Home water treatment system: Yes No Unknown
Comments: _____

Fire sprinkler system: Yes No Unknown Does Not Apply
Comments: _____

Are the systems in operating condition? Yes No Unknown
Comments: _____

11. Insulation:
In exterior walls? Yes No Unknown
In ceiling/attic? Yes No Unknown
In any other areas? Yes No Unknown
Where? UNKNOWN

Comments: _____

12. Exterior Drainage: Does water stand on the property for more than 24 hours after a heavy rain?
 Yes No Unknown

Comments: _____
Are gutters and downspouts in good repair? Yes No Unknown

Comments: FUNCTIONING MISSING 1 SMALL SECTION

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

Comments: Water Damage in Basement, treated & dried up.

Any treatments or repairs? Yes No Unknown

Any warranties? Yes No Unknown

Comments: _____

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

If yes, specify below

Comments: _____

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

Yes No Unknown

Comments: Basement

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

If yes, specify below

Comments: _____

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

Comments: _____

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

Yes No Unknown If yes, specify below

Comments: Historic Property - Carroll Co. Historic Society


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

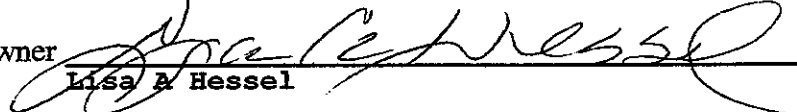
Yes No Unknown

Comments: _____

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

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

Owner  Date 7/12/10
Robert C Hessel

Owner  Date 7/12/10
Lisa A Hessel

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

Purchaser _____ Date _____

Purchaser _____ Date _____

Property Address: 3352 Uniontown Rd, Westminster, MD 21158 Year Constructed _____

**Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards
Federal Lead Warning Statement**

A buyer/tenant of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may contain lead-based paint and that exposure to lead from lead-based paint, paint chips or lead paint dust may place young children at risk of developing lead poisoning if not managed properly. 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/landlord of any interest in residential real property is required to disclose to the buyer/tenant the presence of known lead-based paint hazards and to provide the buyer/tenant with any information on lead-based paint hazards from risk assessments or inspections in the seller's/landlord's possession. A tenant must receive a federally approved pamphlet on lead poisoning prevention. It is recommended that a buyer conduct a risk assessment or inspection for possible lead-based paint hazards prior to purchase.

Seller's/Landlord's Disclosure

(a) Presence of lead-based paint and/or lead-based paint hazards (initial (i) or (ii) below):

(i) / Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

~~(i)~~ / Seller/Landlord has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the seller (initial (i) or (ii) below):

(i) / Seller/Landlord has provided the purchaser/tenant with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

~~(i)~~ / Seller/Landlord has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Buyer's/Tenant's Acknowledgment (initial)

(c) / Buyer/Tenant has received copies of all information listed in section (b)(i) above, if any.

(d) / Buyer/Tenant has received the pamphlet *Protect Your Family from Lead In Your Home*.

(e) **Buyer** has (initial (i) or (ii) below):

(i) / 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

(ii) / 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 (initial)

(f) / Agent has informed the Seller/Landlord of the Seller's/Landlord's obligations under 42 U.S.C. 4852(d) 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 they have provided is true and accurate.

 / 7/12/10
Seller/Landlord Date
Robert C Hessel

_____/_____/_____
Buyer/Tenant Date

 / 7/12/10
Seller/Landlord Date
Lisa A Hessel

_____/_____/_____
Buyer/Tenant Date

 /
Seller's/Landlord's Agent Date
Bonnie Winkler/Maureen Nichols

_____/_____/_____
Buyer's/Tenant's Agent Date





AS IS ADDENDUM

ADDENDUM # _____ dated _____ to Contract of Sale dated _____, between Buyer _____ and Seller Robert C Hessel, Lisa A Hessel for Property known as 3352 Uniontown Rd, Westminster, MD 21158

The following provisions are included in and supersede any conflicting language in the Contract.

The Property is sold in "AS IS" condition as of the Date of Contract Acceptance. Seller makes no warranty, express or implied, as to the condition of the Property or any equipment or system contained therein. Seller agrees to comply with Section 10-702 of the Real Property Article of the Annotated Code of Maryland if applicable (*Residential Property Disclosure and Disclaimer*). **The parties agree that all clauses in the Contract pertaining to property condition and wood destroying insects are hereby deleted from the Contract.** Buyer understands and agrees that Seller shall have no obligation to make repairs.

Buyer and Seller agree to initial only one of the following:

+

A. "AS IS" WITHOUT INSPECTION(S)

The Property is sold in "AS IS" condition as of the Date of Contract Acceptance without any inspection(s) or contingencies regarding the condition of the Property.

[Handwritten signature]

B. "AS IS" WITH INSPECTION(S) AND RIGHT TO TERMINATE

The Property is sold in "AS IS" condition as of the Date of Contract Acceptance. Buyer, at Buyer's expense, may have the Property inspected. In the event Buyer is dissatisfied with the results of any inspection(s), Buyer, upon written notice to Seller given within 14 Days from the Date of Contract Acceptance, shall have the unconditional right to terminate the Contract. If Buyer elects to terminate the Contract, the Contract shall become null and void, and Deposit(s) shall be disbursed in accordance with the Deposit paragraph of the Contract. If Buyer fails to have inspection(s) performed or fails to submit written notice of termination within the time period specified, Buyer shall have no right thereafter to terminate the Contract and the Contract shall remain in full force and effect.

Seller shall make the Property accessible for such inspection(s). Neither Buyer, nor any agent or contractor(s) of Buyer, shall in any way excavate, penetrate or otherwise damage any part of the Property without the prior written consent of Seller nor shall any furnishings, boxes, or personal property belonging to Seller be moved or relocated unless absolutely necessary in connection with the inspection(s). If the Property is part of a condominium, Buyer will be given access to the common areas to perform the inspection(s). Buyer and Seller shall have the right to be present during the inspection(s), and Buyer shall give Seller reasonable advance notice of the date and time of any inspection(s).

If Buyer or Buyer's agents or contractors damage the Property during any inspection(s), Buyer shall be responsible for all costs incurred in correcting such damage. Buyer's responsibility for all costs incurred in correcting any damage shall survive termination of the Contract.

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

Buyer Signature _____ Date _____

[Handwritten signature] 7/12/10
Seller Signature _____ Date _____
Robert C Hessel

Buyer Signature _____ Date _____

[Handwritten signature] 7/12/10
Seller Signature _____ Date _____
Lisa A Hessel

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CARR-212

LEWIS MYERS HOUSE

Uniontown

1917
c. [REDACTED]

private

CARR-212 Lewis Myers House
3352 Uniontown Road

John Ferguson bought 3352 Uniontown Road from the heirs of Earhart Cover in 1816 for \$600. Again, the price indicates that there were improvements on the lot at that time. The property remained in the Ferguson family until 1900. John E. Heck, a Uniontown cigarmaker, lived here during the early twentieth century. The house now standing at 3352 Uniontown Road was probably built in 1917 by Lewis Myers. It has the popular two-section windows as well as a sash arrangement of three vertical panes over a single pane that was considered fashionable at the time. The hipped roof dormer contains three small windows with the same design of sash. The first story uses sidelights on the door and window for ornamental effect. Of course, the full-length front porch that wraps around one corner is a major feature of houses of this period. This house is an excellent example of early twentieth century construction. Increased commerce and improved means of transportation led to national styles that superseded earlier regional architectural characteristics. This house demonstrates how the national styles were represented in rural areas such as Uniontown. Another feature in this house that is found frequently in this rural area is painted initials and dates on boards in the attic. When painters would finish painting the exterior of a house or barn, they would leave a record of it in the rafters. The earliest date in this house is 1919, which is consistent with the 1917 date of construction.



Photo credit: Joe Getty , 11/1984

Property Name: Uniontown Historic District

Date Listed: 1/3/1986

Inventory No.: CARR-179

Location: Westminster, Carroll County

Description: The Uniontown Historic District comprises nearly the entirety of Uniontown, a small community in rural Carroll County, Maryland. The district contains a remarkably cohesive and well-preserved collection of houses, commercial buildings, churches, and schools reflecting the development of this agricultural village from the turn of the 19th century through the 1930s. The town is laid out in linear fashion along Uniontown Road, which was the main route from Baltimore to Hagerstown in the early 19th century, and extends a short distance along Trevanion Road, the village's only side street. Buildings are uniformly situated close to the road on shaded lots; open farmland surrounds the settlement on all sides. The buildings in the district are primarily houses, dating from 1802 through the late 19th century, with a few more recent examples reflecting Uniontown's growth into the early 20th century. Many of the lots feature historic secondary structures such as stables, barns, washhouses, and smokehouses. Most of the houses conform to the standard vernacular dwelling types which characterized rural contexts in Maryland throughout the 19th century to well into the 20th. Construction materials include log, frame, and brick. While the basic farmhouse form remained constant throughout the period of Uniontown's development, most houses show the influence of architectural fashion current at the time of their construction in their decorative detailing, which is generally limited to entrances and architraves, porch trim, and cornice details. Several mid-19th century commercial buildings within the district diverge from the pattern by presenting a gabled façade to the street, often with large shop windows flanking the entrance. Other buildings in town present relatively fully articulated examples of various high-style architectural trends.

Significance: The Uniontown Historic District is significant as an outstandingly well-preserved example of a linear townscape typical of small settlements in rural north-central Maryland during the 19th century. While it incorporates a handful of significant early 20th century buildings reflecting the most recent phase of the town's development as a center for social activities and small-scale commerce for the outlying farms, the town is primarily characterized by 19th century houses and community buildings creating a strong impression of a rural village of that period. The district retains a high level of integrity, with extremely few insensitive alterations or intrusions; this superior degree of preservation distinguishes Uniontown among other 19th century agricultural communities of similar size in Carroll County.

<http://mht.maryland.gov/nr/NRDetail.aspx?HDID=943&COUNTY=Carroll&FROM=NRCountyList.aspx...> 7/21/2010