

COUNTY COUNCIL

OF

TALBOT COUNTY

2019 Legislative Session, Legislative Day No.: July 9, 2019

Resolution No.: 278

Introduced by: Mr. Callahan, Mr. Divilio, Mr. Leshner, Mr. Pack, Ms. Price

A RESOLUTION TO APPROVE THE SALE OF A SINGLE PARCEL OF REAL ESTATE LOCATED NEAR THE VILLAGE OF BOZMAN, MARYLAND, KNOWN AS GRACE CREEK LANDING WITH AN ADDRESS AT 22350 BOZMAN LANDING RD., BOZMAN, MARYLAND, FURTHER DESCRIBED AS TAX MAP 31, GRID 22, PARCEL 57, CONSISTING OF 0.19 ACRES MORE OR LESS, WHICH PARCEL IS IMPROVED WITH A PAVED ROADWAY AND PIER EXTENDING INTO THE WATERS OF GRACE CREEK, FOR THE TOTAL SUM OF EIGHTY THOUSAND DOLLARS (\$80,000)

By the Council: July 9, 2019

Introduced, read the first time, and ordered posted, with Public Hearing scheduled on Tuesday, August 13, 2019 at 6:30 p.m. in the Bradley Meeting Room, South Wing, Talbot County Courthouse, 11 North Washington Street, Easton, Maryland 21601.

By Order: 
Susan W. Moran, Secretary

A RESOLUTION TO APPROVE THE SALE OF A SINGLE PARCEL OF REAL ESTATE LOCATED NEAR THE VILLAGE OF BOZMAN, MARYLAND, KNOWN AS GRACE CREEK LANDING WITH AN ADDRESS AT 22350 BOZMAN LANDING RD., BOZMAN, MARYLAND, FURTHER DESCRIBED AS TAX MAP 31, GRID 22, PARCEL 57, CONSISTING OF 0.19 ACRES MORE OR LESS, WHICH PARCEL IS IMPROVED WITH A PAVED ROADWAY AND PIER EXTENDING INTO THE WATERS OF GRACE CREEK, FOR THE TOTAL SUM OF EIGHTY THOUSAND DOLLARS (\$80,000)

WHEREAS, Local Government Article § 10-312, Md. Ann. Code, requires that before the County makes any disposition of real property, the County is required to publish notice of the proposed disposition once a week for three (3) successive weeks in a newspaper of general circulation in the County that includes the terms and the compensation to be received and giving an opportunity for objections.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNTY COUNCIL OF TALBOT COUNTY, that

1. The Council adopts the following findings:
 - (a) The proposed disposition has been advertised at least once a week for three (3) successive weeks in a newspaper of general circulation published in the County, stating the terms thereof and the compensation to be received and giving opportunity for objections thereto.
 - (b) The property is no longer needed for public use because the County's existing real property holdings are adequate to support ongoing governmental operations and to carry out all existing and reasonably anticipated governmental duties and responsibilities.
 - (c) The property is declared to be surplus property that is no longer needed for public use, and is therefore subject to disposition pursuant to the requirements of law set forth in Local Government Article § 10-312, Md. Ann. Code.
2. Adoption of this Resolution authorizes the County to execute the *Purchase and Sale Agreement*, (the "Contract of Sale") which is attached hereto as Exhibit "A," and which is incorporated by reference herein, and to sell and convey the property for a purchase price of Eighty Thousand Dollars (\$80,000), to execute and deliver a deed to the purchaser consistent with the terms of the Contract of Sale and to do and perform such other, additional, and further acts and things as may be necessary and proper to fully perform the said Contract of Sale according to its terms.

BE IT FURTHER RESOLVED, that this Resolution shall take effect immediately upon its passage.

PUBLIC HEARING

Having been posted and Notice of time and place of hearing and Title of Resolution No. 278 having been published, a public hearing was held on Tuesday, August 13, 2019 at 6:30 p.m. in the Bradley Meeting Room, South Wing, Talbot County Courthouse, 11 North Washington Street, Easton, Maryland 21601.

BY THE COUNCIL

Read the second time:

ENACTED: August 13, 2019

By Order *Susan W. Moran*
Susan W. Moran, Secretary

Pack	-	Aye
Divilio	-	Aye
Callahan	-	Aye
Price	-	Aye
Lesher	-	Aye

EFFECTIVE DATE: August 13, 2019

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this "Agreement") made this 9th day of July 2019, by and between TALBOT COUNTY, MARYLAND, a political subdivision of the State of Maryland (the "Seller"), and Philemon T. Hemberton Jr., Warner Todd Hemberton, and Philemon T. Hemberton III (the "Buyers").

WHEREAS, Seller owns 23350 Bozman Landing Rd., Bozman, Maryland 21612, further described as Tax Map 31, Grid 22, Parcel 57, which is improved with a paved roadway and pier extending into the waters of Grace Creek, containing 0.19 acres, more or less, pursuant to a Deed recorded among the Land Records of Talbot County, Maryland in Liber 229, folio 174 (the "Property"); and,

WHEREAS, Seller is desirous of selling the Property to the Buyers and the Buyers are desirous of purchasing the Property from the Seller for the price set forth herein; and,

WHEREAS, BUYERS ACKNOWLEDGE THAT, TO BE EFFECTIVE, THIS AGREEMENT MUST BE PRESENTED TO THE COUNTY COUNCIL FOR APPROVAL AND WILL BE BINDING UPON THE COUNTY ONLY IF APPROVED BY THE COUNTY COUNCIL AFTER PUBLIC NOTICE AND A HEARING IN ACCORDANCE WITH THE REQUIREMENTS OF LAW.

NOW, THEREFORE, in consideration of the premises, and the mutual covenants, terms, and conditions set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

SECTION 1. LAND AND IMPROVEMENTS:

Seller hereby agrees to sell to Buyers and Buyers hereby agree to purchase from Seller the Property more particularly described in **Exhibit "A,"** attached hereto and made a part of this Agreement, said Property being the same land and premises conveyed to Seller by James J. McQuay and Laura H. McQuay by Deed dated September 29, 1932, recorded among the Land Records of Talbot County, in Liber 229, folio 174, together with all rights, privileges, improvements, and appurtenances thereto appertaining. The area of the Property determined by any survey shall in no way affect the Purchase Price (hereinafter defined), it being the agreement of the parties hereto that the Purchase Price shall not be adjusted for any increase or decrease in acreage shown by any survey of the Property.

SECTION 2. DEED AND TITLE

Upon payment of the unpaid Purchase Price as provided below to Seller, Seller, at Buyers' expense, shall deliver a deed for the Property, which shall convey fee simple title to the Property to Buyers in "as is" condition, subject to any and all existing encumbrances, out conveyances, easements, rights of way, reservations, and servitudes, whether of record or not.

Buyers expressly assume the risk that restrictive covenants, other recorded documents, or zoning or other land-use laws or regulations may restrict or prohibit use of the Property for the purpose(s) intended by Buyers. In the event Seller is unable to give good and merchantable title or such title as can be insured by a Maryland licensed title insurer, with Buyers paying not more than the standard rates as filed with the Maryland Insurance Commissioner, Seller, at Seller's expense, shall have the option of curing any defect so as to enable Seller to give good and merchantable title or, if Buyers are willing to accept title without said defect being cured, paying any special premium on behalf of Buyers to obtain title insurance on the Property for the benefit of Buyers. In the event Seller elects to cure any defect(s) in title, this Agreement shall continue to remain in full force and effect except the date of settlement shall be extended for a period not to exceed thirty (30) additional days. If Seller is unable to cure such title defect(s) and is unable to obtain a policy of title insurance on the Property for the benefit of Buyers from a Maryland licensed title insurer, Buyers shall have the option of taking such title as Seller can give, or terminating this Agreement. In the latter event, there shall be no further liability or obligation on either of the Parties hereto, this Agreement shall become null and void and all deposits shall be returned to Buyers.

SECTION 3. PURCHASE PRICE AND PAYMENT

The purchase price for the Property is **Eighty Thousand Dollars (\$80,000.00)**, hereinafter referred to as the "Purchase Price." The Purchase Price shall be paid by Buyers in lawful money of the United States of America as follows:

- (i) A deposit in the amount of Five Thousand Dollars (\$5,000.00) at the time of execution of this Agreement by the Buyers by certified or cashier's check made payable to Talbot County, Maryland; and,
- (ii) The balance of the Purchase Price by certified, cashier's, bank, title company or attorney's trust account check at the time of Closing.

SECTION 4. PERSONAL PROPERTY

No personal property is included in this Agreement.

SECTION 5. CONDITION OF PROPERTY AND POSSESSION

Seller is conveying and Buyers are accepting Property in an "as is" condition. Seller hereby specifically disclaims any warranty or representation, whether oral or written, concerning (i) the nature and condition of the Property and its suitability for any and all activities and uses that Buyers may elect to conduct on the Property; (ii) the manner, construction, condition and state of repair or lack of repair of the Property; (iii) the existence or non-existence of hazardous materials or substances, waste, petroleum, or oil in or on the Property; (iv) the nature and extent of any right of way, lien, encumbrance, license, reservation, condition, or other such instrument or limitation; (v) the compliance of the Property or its operation with any laws, rules, ordinances or regulations of any government or other body, it being specifically understood that Buyers shall have the full

opportunity, during the Study Period (as hereinafter defined), to determine for themselves the condition of the Property.

The disclaimer set forth herein shall apply to and include any other matter whatsoever except as expressly set forth in this Agreement, it being specifically understood that upon final acceptance of this Agreement by the Seller pursuant to its terms Buyers will be provided a full opportunity prior to Closing to fully inspect the Property pursuant to a Right of Entry granted herein to determine for himself the condition of the Property and any other matter whatsoever.

SECTION 6. RISK OF LOSS

Upon County Council approval of this Agreement, the Property shall thereafter be held at the risk of Buyers until legal title has passed to the Buyers. Seller will maintain full insurance coverage on the Property at its expense until title transfers to Buyers and, if prior to the time that legal title has passed to Buyers, the Property is destroyed or damaged without fault of the Buyers, then Buyers' sole remedy shall be to recover the amount of the insurance proceeds for the loss or damage to the Property, otherwise Buyers' obligations under this Agreement shall remain in full force and effect.

SECTION 7. BREACH OF CONTRACT AND DEFAULT

7.1 In the event that Buyers default in any of the terms, provisions, covenants or agreements to be performed by Buyers under this Agreement, Seller is entitled to pursue such rights and remedies as may be available, at law or in equity, including, without limitation, an action for specific performance of this Agreement and/or an action for monetary damages. The rights and remedies set forth in this paragraph are cumulative and shall be in addition to any other remedies equitable or legal Seller may have permitted by law or established in this Agreement.

7.2 In the event Seller defaults on any of the terms, provisions, covenants or agreements to be performed by Seller under this Agreement, Buyers' only remedy shall be to declare this Agreement null, void and of no further effect, and to obtain a return of the deposit paid pursuant to Paragraph 3 (i), provided said declaration is made in writing and sent by certified mail or hand delivered to Seller on or before Closing.

SECTION 8. STUDY PERIOD

8.1. Beginning on the date of the County Council's acceptance of this offer to purchase and expiring at 5:00 p.m. on the thirtieth (30th) day thereafter (the "Study Period") Buyers shall have the right, at their expense, to make such independent examinations of the Property and all other matters affecting or relating to the transaction contemplated hereby as Buyers deem necessary in their sole judgment, including, but not limited to, surveys, environmental tests, and other tests of surface and subsurface conditions, investigations, and all other desired independent due diligence investigations, tests, and studies for the Property. If Buyers determine at any time during the Study Period, in their sole discretion, not to proceed with the purchase of the Property, then Buyers shall send written notice to Seller of Buyers' irrevocable election to terminate this Agreement. If Buyers

do not provide Seller with such termination notice by 5:00 p.m. on the final day of the Study Period, Buyers shall be deemed to have elected to proceed to Closing subject to the remaining terms and conditions of this Agreement. Upon any termination of this Agreement, Buyers shall turn over to Seller all tests, studies, and plans (reasonably capable of being turned over), which obligation shall expressly survive the termination of this Agreement, and the parties hereto shall have no further rights against, or obligations to, each other, except with respect to any obligations under this Agreement that expressly survive the termination of this Agreement.

8.2. During the Study Period, Seller hereby grants to Buyers, his/their/its agents, authorized representatives, contractors, and employees, the right to enter upon the Property during normal business hours at any time for the purpose of performing studies and tests, preparing surveys, conducting inspections, and performing environmental site assessments. The Buyers shall coordinate and schedule times and dates with Seller that the Buyers may exercise this Right of Entry.

8.3. In connection with Buyers' exercise of this Right of Entry Buyers shall:

- (i) Repair any damage and restore all disturbed areas to a condition equal to or better than the original condition following the completion of work on the Property, leave the Property free of litter, trash, or other debris, and remove all property belonging to Buyers.
- (ii) Comply with all present and future applicable laws and regulations in respect to the Property and the work to be performed by Buyers.
- (iii) Insure that Buyers and all of Buyers' contractors and subcontractors (hereinafter "Contractors") shall purchase and maintain comprehensive third-party legal liability insurance and other such insurance as is appropriate for the work to be performed. Contractors shall be responsible for the maintenance of this insurance whether the work is performed directly by the Contractor, by any subcontractor, or by anyone for whose acts the Contractor may be liable. All insurance required shall name the Buyers, the State of Maryland, and all subcontractors as additional insured on the policies. All insurance required shall be purchased and maintained with a company or companies lawfully authorized to do business in the state of Maryland. This insurance shall include protection for:
 - a. Claims arising from Workers' Compensation statutes or similar employee benefit acts, and third-party legal liability claims arising from bodily injury, sickness and disease, or death of Contractors' employees. The minimum limits of such coverage shall be as required by law.
 - b. Third-party legal liability claims against the Contractors arising from the operations of the Contractor, subcontractors and suppliers with such protection extended to provide comprehensive coverage, including personal injury, completed operations, explosion and collapse hazard, and underground hazard.

The minimum combined limit for personal injury and property damage liability shall be \$1,000,000 per occurrence and \$2,000,000 in the aggregate.

- c. Third-party legal liability claims arising from bodily injury and/or damage to property of others from the ownership, maintenance or use of any motor vehicle, both on-site and off-site. The minimum combined limit for personal injury and property damage liability shall be: \$1,000,000 per occurrence and \$2,000,000 in the aggregate.

8.4. The Buyers, on behalf of themselves, their successors, assigns, and licensees, shall indemnify, protect and hold harmless Seller, its successors, assigns, officials, department heads, employees, agents, and contractors from and against any and all costs, liability, suits and expenses in respect of any and all loss of life and/or property and injury or damages to persons and/or property and economic loss of any person, firm or corporation (including the parties hereto, their respective officers, agents contractors, employees, invitees, licensees, servants, successors and assigns) and from and against any and all claims, demands and actions in respect to such loss, injury or damages whether resulting from the acts of negligence on the part of Buyers, their officers, agents, employees or assigns or arising in any manner from the exercise of the rights and privileges granted herein.

SECTION 9. WARRANTIES

9.1 Buyers acknowledge and agree that the Property is being sold by Seller in its "AS IS, WHERE IS, WITH ALL FAULTS" condition without any representation or warranty, express or implied, oral or written, about the condition of the Property. BUYERS ACKNOWLEDGE THAT SELLER HAS NOT MADE, DOES NOT MAKE, AND SPECIFICALLY NEGATES, RENOUNCES, AND DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS, OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, AS TO, CONCERNING, OR WITH RESPECT TO, (A) THE VALUE OF THE PROPERTY OR THE NATURE, QUALITY, OR CONDITION OF THE PROPERTY, INCLUDING, BUT NOT LIMITED TO, THE WATER, SOIL, AND GEOLOGY, (B) THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES THAT MAY BE CONDUCTED THEREON OR FOR ANY PARTICULAR PURPOSE, (C) THE COMPLIANCE OF OR BY THE PROPERTY WITH ANY LEGAL REQUIREMENT, (D) THE HABITABILITY, MERCHANTABILITY, MARKETABILITY, PROFITABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY, (E) THE ENVIRONMENTAL CONDITION OF THE PROPERTY, INCLUDING, BUT NOT LIMITED TO, THE PRESENCE OR ABSENCE, LOCATION, OR SCOPE OF ANY HAZARDOUS MATERIALS IN, AT, ABOUT, OR UNDER THE PROPERTY, OR (F) ANY OTHER MATTER OR ATTRIBUTE WITH RESPECT TO THE PROPERTY. BUYERS ACKNOWLEDGE AND AGREE THAT SELLER SHALL BE UNDER NO DUTY TO MAKE ANY AFFIRMATIVE DISCLOSURES REGARDING ANY MATTER THAT MAY BE KNOWN TO SELLER, EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT.

9.2 Buyers acknowledge and agrees that itthey (a) are relying solely on their own independent investigation of the Property and its review of such due diligence materials as Buyers may elect to obtain, (b) have inspected or, during the Study Period, will conduct an independent inspection of the Property with professionals of Buyers' choice who are trained and qualified to perform such inspections as Buyers may elect to perform, (c) they knowingly, voluntarily, and willingly assume the risk of the condition and attributes of the Property, and (d) they have not been induced by and have not relied on any representations, warranties, or statements, whether express or implied, oral or written, made by Seller or any agent, employee, or other representative of Seller or by any broker or any other person representing or purporting to represent Seller, which are not expressly set forth in this Agreement.

SECTION 10. CLOSING

10.1 The consummation of the transactions contemplated in this Agreement, the Closing, shall take place at a date, time and place as agreed upon by the parties but shall occur no later than forty-five (45) days after County Council approval.

10.2 At the Closing, Seller shall convey to Buyers fee simple title to the Property, subject to any and all existing encumbrances, out conveyances, easements, rights of way, reservations, and servitudes, whether of record or not, and will deliver possession of the Property to Buyers in accordance with and subject to the provisions of this Agreement.

10.3 At Closing Buyers shall pay the balance of the Purchase Price to Seller in accordance with the terms and conditions of this Agreement.

SECTION 11. CLOSING COSTS

11.1 The Parties both represent that the sale of the Property has been negotiated solely between the Parties without the intervention of any realtor, broker, or agent and if any commissions shall be found to be due and payable in connection with this transaction, the Party whose action created such liability shall indemnify and hold harmless the other Party from and against any losses, damages or expenses, including reasonable attorneys' fees, with regard thereto.

11.2 The Buyers shall pay the following costs associated with the closing of this Agreement:

- (i) any state or county recordation and transfer taxes and fees or other costs imposed upon the recordation of the deed to the Property; and
- (ii) all expenses for examination of title, Closing costs and related expenses, and the premium for any title insurance obtained for the Property; and
- (iii) any real property taxes due upon the recordation of the deed to the Property; and
- (iv) any attorney's fees incurred by the Buyers; and
- (v) any adjustments payable by the Buyers at Closing under Section 14 hereof.

11.3 Seller shall pay any adjustments payable by Seller at Closing under Section 14 hereof.

SECTION 12. ADJUSTMENTS AS OF CLOSING

12.1 The Property is currently tax exempt. Buyers shall pay at settlement all real estate taxes for the current fiscal tax year in which Closing takes place which will be due upon the recordation of the deed.

12.2 If applicable, Seller shall have the meters for gas, water, electric and any other measured utilities read not more than five (5) working days before Closing. Seller shall close any and all existing utility accounts serving the Property by or before Closing. Sewer and other utilities shall be prorated on a daily basis and adjusted as of Closing. There shall be no adjustment for fuel left on-site.

12.3 Each metropolitan district, front-foot benefits, water or other charges levied or assessed against any and all of the Property by any public or quasi-public authority shall be apportioned on a per diem basis between Seller and Buyers as of Closing, or, if applicable law shall otherwise provide, paid in accordance with that applicable law.

12.4 The provisions concerning taxes, assessments and utility charges set forth above shall not merge with or into and shall survive delivery of the deed at Closing.

SECTION 13. GENERAL PROVISIONS

13.1 Notice.

All notices to be given to Seller shall be given in writing by depositing the same in the United States mail, postage prepaid, certified with return receipt requested, and addressed to the Seller at the following address:

Office of the County Manager
South Wing, Talbot County Courthouse
11 N. Washington Street
Easton, Maryland 21601

All notices to be given to the Buyers shall be given in writing by depositing the same in the United States mail, postage prepaid, certified with return receipt requested, and addressed to the Buyers at the following address:

P.T. Hambleton, Jr.
P.O. Box 247
Bozman, MD 21612

Notice sent in this manner shall be deemed to be delivered on the second business day after being sent.

13.2 Waiver.

- a. No waiver by a party hereto of any provision hereof shall be or shall be deemed to be a waiver of any other provision hereof, or of any subsequent breach by a party of the same or any other provision hereof.
- b. The parties agree that except for the matters specifically set forth in this Agreement, this Agreement is not a waiver of any rights or remedies they respectively may have under law.

13.3 Assignment.

Neither this Agreement, nor any obligation, right, title, interest, estate or remedy thereunder may be assigned by the Buyers, without the prior written consent of Seller, and in each instance any attempt so to do shall be a breach of this Agreement and void.

13.4 Date of Agreement.

The date of this Agreement shall be the date, on or after such public notice and public hearing required by law, on which it is formally approved by the County Council.

13.5 Construction.

As used herein, all references made: (a) in the neuter, masculine or feminine gender shall be deemed to have been made in all such genders; (b) in the singular or plural number shall be deemed to have been made, respectively, in the plural or singular number as well; (c) to any article, section subsection paragraph, subparagraph or clause shall unless therein expressly indicated to the contrary, be deemed to have been made to such article, section, subsection, paragraph, subparagraph or clause of this Agreement; and (d) to "Buyers" or "Seller" shall be deemed to refer to each person hereinabove so named and its respective successors and assigns hereunder. Furthermore, words such as "herein," "hereinafter," "hereof," "hereto," "hereby," "hereunder," and "hereinbelow," when used with reference to this Agreement, refer to this Agreement as a whole, unless the context otherwise requires.

13.6 County Council Approval.

The Buyers and Seller acknowledge and agree that Buyers' execution and submission of this Agreement constitutes an offer to purchase which is not effective, and shall not be binding on the Parties hereto, unless and until, if ever, it is formally approved by the County Council after public

notice and hearing as required by law. No offer to purchase may be withdrawn until the Seller elects to accept or reject the offer. If Seller elects, at any time, to reject the proposed offer, the Seller shall not be obligated to advertise and schedule a public hearing, and the Seller shall notify the Buyers that the offer has been rejected and shall return the deposit submitted pursuant to Paragraph 3 (i) and neither party shall have any further rights against the other. If Seller elects to advertise and schedule the proposed offer for a public hearing, this offer to purchase may not be withdrawn until the County Council has taken formal action to accept or reject the offer to purchase and the time within with a motion for reconsideration has expired. If this offer to purchase is accepted after public notice and a hearing, this Agreement shall become automatically effective and binding on the Parties according to its terms with no further action required by the County.

13.7 Severability.

No determination by any court, governmental or administrative entity or otherwise that any provision of this Agreement or any amendment hereof is invalid or unenforceable in any instance shall affect the validity or enforceability of (a) any other such provision, or (b) such provision in any circumstance not controlled by such determination. Each such provision shall be valid and enforceable to the fullest extent allowed by, and shall be construed wherever possible as being consistent with, applicable law.

13.8 Captions.

The headings and captions of this Agreement are for convenience and reference only and in no way define or limit the intent, rights or obligations of the parties hereto.

13.9 Survival.

Except as otherwise expressly set forth herein, all representations, warranties, and indemnities shall survive Closing.

13.10 Entire agreement, recitals.

This Agreement contains the entire understanding between the parties hereto and there are no agreements, understandings, representations or warranties between the parties except as set forth in this Agreement. This Agreement can only be amended in writing and executed by both parties hereto. The recitals contained herein are a substantive part of this Agreement and not mere surplusage.

13.11 Governing law.

This Agreement shall be governed by the laws of the state of Maryland.

13.12 Survival and Benefit.

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective personal representatives, successors, and assigns, as permitted hereunder.

Counterparts

This Agreement may be executed in counterparts, each of which shall constitute an original.

AS WITNESS, the hands and seals of the parties hereto:

WITNESS:

BUYER(S)

[Signature]
[Signature]
[Signature]

[Signature] (SEAL)
[Signature] (SEAL)
[Signature] (SEAL)

WITNESS:

SELLER

TALBOT COUNTY, MARYLAND

Susan W. Moran


By: [Signature]
Corey W. Pack, President

INDIVIDUAL PURCHASER AFFIDAVIT

STATE OF MARYLAND,
COUNTY OF Talbot, TO WIT:

I HEREBY CERTIFY, that on this 9th day of July 2019, before me, the
subscriber, a Notary Public of the aforesaid State, personally appeared
Philemon T Hambleton Jr known to me (or satisfactorily proven) to be the person
whose name is subscribed to the above Purchase and Sale Agreement and acknowledged that
he/she executed the same for the purposes therein contained and he/she further acknowledged
said Agreement to be his/her act.

WITNESS my hand and Notarial Seal.



Notary Public

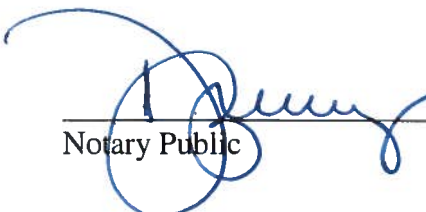
My commission expires: 8/10/21

INDIVIDUAL PURCHASER AFFIDAVIT

STATE OF MARYLAND,
COUNTY OF Talbot, TO WIT:

I HEREBY CERTIFY, that on this 9th day of July 2019, before me, the
subscriber, a Notary Public of the aforesaid State, personally appeared,
Philemon T Hambleton III known to me (or satisfactorily proven) to be the person
whose name is subscribed to the above Purchase and Sale Agreement and acknowledged that
he/she executed the same for the purposes therein contained and he/she further acknowledged
said Agreement to be his/her act.

WITNESS my hand and Notarial Seal.



Notary Public

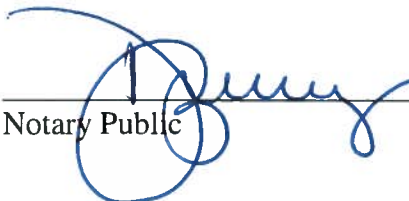
My commission expires: 8/10/21

INDIVIDUAL PURCHASER AFFIDAVIT

STATE OF MARYLAND,
COUNTY OF Talbot, TO WIT:

I HEREBY CERTIFY, that on this 9th day of July 2019, before me, the subscriber, a Notary Public of the aforesaid State, personally appeared, Waver Todd Henbleton known to me (or satisfactorily proven) to be the person whose name is subscribed to the above Purchase and Sale Agreement and acknowledged that he/she executed the same for the purposes therein contained and he/she further acknowledged said Agreement to be his/her act.

WITNESS my hand and Notarial Seal.



Notary Public

My commission expires: 8/10/21

EXHIBIT "A"

LEGAL DESCRIPTION OF GRACE CREEK LANDING PROPERTY
TALBOT COUNTY, MARYLAND

ALL THAT piece or parcel or tract of ground, situate, lying and being in the Bush Neck Part of Broad Creek, Neck, of Talbot County, on the waters of Grace or Skinner's Creek and North of the Bush Neck Road, and more particularly described as follows:

BEGINNING for the same at a cedar stake on the shore of the aforesaid creek and running from thence with the land of the Bozman Packing Company (1) South sixty-five degrees fifty-five minutes West, two hundred and sixty-nine feet (passing over an iron pipe at 11.9 feet) (S.65° 55' W. 269.0 ft.) to a stone on the north side of the Bush Neck Road; thence with the North side of said road (2) South twenty-four degrees forty-seven minutes East, thirty feet (S.24° 47' E. 30.0 ft.) to an iron pipe; thence with the reserved land of Robert J. McQuay (3) North sixty-five degrees forty-seven minutes East, two hundred sixty-two and six tenths feet (N. 65° 47' E. 262.6 ft.) to an iron pipe; thence still with said reserved land (4) South thirty-five degrees twenty-three minutes East, twenty feet (S. 35° 23' E. 20.0 ft.) to an iron pipe; thence still with said reserved land (5) North sixty-five degrees fifty-five minutes East, eleven and nine tenths feet (N. 65° 55' E. 11.9 ft.) to an iron pipe on the shore of the aforesaid creek; thence with the shore of said creek to mean low water to the place of beginning. CONTAINING eight thousand square feet (0.193 acres).

BEING a part of the lands described in two deeds to the said Robert J. McQuay, as follows; Deed from William E. McQuay, dated April 19, 1902, duly of record in Liber F.G.W. No. 137, Folio 201; deed dated July 28, 1908, duly of record in Liber F.G.W. No. 152, Folio 234; from William A. Thomas and wife, Land Records of Talbot County.