

AGREEMENT OF SALE

THIS AGREEMENT OF SALE (“Agreement”), made and executed in duplicate, this ____ day of _____, 2016, by and between **HARFORD COUNTY, MARYLAND**, a body corporate and politic of the State of Maryland, sometimes hereinafter referred to as “Seller”; and _____, sometimes hereinafter referred to as “Buyer”.

WITNESSETH, that the Seller does hereby bargain and sell unto the Buyer, and the Buyer does hereby purchase from the Seller all of the property situate, lying and being in the First Election District of Harford County, Maryland consisting of two (2) lots being described in a Plat dated July 7, 1999, entitled “Coleman Plecker’s Golf World LLC (Lands of Holter, Lots 6-10)”, and recorded among the Land Records of Harford County in Liber 99, folio 30, as “Lot-1” (containing 22.023 acres more or less of land and further identified as Tax I.D. 01-046675) and as “Land of Golf World, LLC 2783/697” (containing 1.105 acres more or less of land and further identified as Tax I.D. 01-046705), together with the improvements thereon, if any, and all the rights and appurtenances thereto, including alleys, ways, water privileges, development rights, and advantages thereto belonging or in anywise appertaining, being more particularly described, shown and delineated on the Plat attached hereto, as Exhibit “A” and incorporated herein. The improvements thereon being known as 804 and 814 Philadelphia Road, Joppa, MD 21085 hereinafter referred to as the “Property.”

NOW THEREFORE, for and in consideration of the respective promises and the covenants as herein contained, and for other good and valuable consideration, the receipt and adequacy of all of which being hereby acknowledged, the parties intending to be legally bound, hereby promise, covenant and agree as follows:

1. Purchase Price. The purchase price for the Property is _____ Dollars and Zero Cents (\$_____.00). At the time of executing the Agreement, the Buyer shall provide Seller with a deposit by certified funds in an amount equal to ten percent of the Purchase Price. The remaining purchase price amount shall be due at settlement by funds acceptable to the settlement officer and Seller at the time of settlement which shall take place on, or before forty five (45) days from the date of this Agreement. Settlement shall be held at 220 S. Main Street, Bel Air, Maryland 21014, or at such other place in Maryland as shall be mutually agreeable to the Seller and Buyer.

And upon payment of the purchase price, a fee simple deed for the Property containing covenants of special warranty and further assurances shall be executed at the Buyer’s expense by the Seller, which shall convey the Property by good and merchantable title to the Buyer, free of liens and encumbrances; but subject to all matters of public record, and to use and occupancy restrictions of public record that are generally applicable to properties in the immediate neighborhood or the subdivision in which the Property is located, recorded easements for public utilities, ingress egress, and maintenance, and any other easements that may be recorded in the Land Records of Harford County, Maryland, or observed by an inspection of the Property.

2. Hazardous Material. The term “Hazardous Substances”, as used in this Agreement shall mean pollutants, contaminants, toxic or hazardous wastes, or any other substances, the removal of which is required or the use of which is restricted, prohibited or penalized by any “Environmental Law”, which term shall mean any federal, State or local law or ordinance relating to pollution or protection of the environment. Buyer hereby acknowledges review of the Geo-Technology Associates, Inc. Phase I Environmental Site Assessment Report dated May 24, 2011.

3. Possession and Risk of Loss. The Property shall be held at the sole risk of Buyer until legal title has passed to Buyer, and Buyer assumes all loss or damage to the Property until settlement. At the settlement, Seller shall deliver possession of the Property in substantially the same condition as existed on the date this Agreement is fully executed. So long as this Agreement is in full force and effect, Seller shall not cause or permit any new lien or encumbrance on the Property.

Taxes and other public charges against the premises shall be apportioned as of the date of settlement, at which time title shall be given; and the said parties hereto hereby bind themselves, their successors and assigns, for the faithful performance of this Agreement. Cost of all transfer taxes, including agricultural transfer tax, if any, and recordation taxes required by law shall be the responsibility of the Buyer.

4. Property Sold “As-Is”. The Property is being sold in “As-Is” condition and the Seller makes no warranties or representations as to its condition.

5. Default. Buyer and Seller are required and agree to make full settlement in accordance with the terms of this Agreement and acknowledge that failure to do so constitutes a breach hereof. If Buyer fails to make full settlement or is in default due to Buyer’s failure to comply with the terms, covenants and conditions of this Agreement, Seller shall be 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 of Sale and/or monetary damages. In addition, Buyer’s deposit will be forfeited and the Property resold at the risk and cost of the defaulting Buyer who shall be liable for any deficiency in the purchase price and all cost, expenses, and attorney’s fee of both sales.

6. Broker’s Commission. Buyer warrants and represents to Seller and the Seller warrants and represents to the Buyer that they have not contracted with a broker, agent or finder who is or may be entitled to a commission on account of this Contract. Buyer and Seller agree to defend, indemnify and save each other harmless from any commission or fee which may be payable to any broker, agent or finder with whom the Buyer or Seller has dealt in connection with this Agreement. The terms of this paragraph shall survive closing.

7. Notice. All notices and/or requests required pursuant to this Agreement shall be in writing and shall be deemed to have been properly delivered if sent by certified mail, postage prepaid and addressed as follows:

To Seller:

Erin L. Schafer
Chief, Division of Facilities and Operations
611 Fountain Green Road
Bel Air, Maryland 21015

With a copy to:

Margret Hartka
Senior Assistant County Attorney
Harford County, Maryland
220 South Main Street
Bel Air, Maryland 21014

To Buyer:

8. Board of Estimates. It is agreed between the parties hereto, that this Agreement is subject to approval by the Harford County Board of Estimates at one of its regular Board meetings and acceptance by Harford County, Maryland. In the event that the Harford County Board of Estimates does not approve this Agreement, it shall become null and void and the deposit returned in full to the purchaser with no other obligation or liability by Seller to the Purchaser.

9. Lease. Seller represents and warrants that the Property is not subject to any unrecorded lease(s) or license(s).

10. Complete Agreement. This shall be the final and entire Agreement between the parties hereto regarding the subject matter hereof, and neither they nor their Agents shall be bound by any terms, conditions or representations not herein written.

11. Time of Essence. Time is of the essence of this Agreement.

12. Amendment. This Agreement may be amended by and only by an instrument executed and delivered by each party hereto.

13. Waiver. No party hereto shall be deemed to have waived the exercise of any right which it holds hereunder unless such waiver is made expressly and in writing. No such waiver made as to any instance involving the exercise of any such right shall be deemed a waiver as to any other such instance, or any other such right.

14. Severability. 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 not affect the validity or enforceability of (a) any other such provision, or (b) such provision in any circumstance not controlled by such determination.

15. Counterparts. The parties agree that this Agreement shall be deemed validly executed and delivered by a party if a party executes this Agreement and delivers a copy of the executed Agreement, in counterparts, to the other party.

16. Jurisdiction. This Agreement shall be construed, interpreted, and enforced in accordance with the laws of the State of Maryland, without regard to principles of conflict of laws.

17. Binding Effect. The parties bind themselves, their heirs, personal representatives, successors, and assigns to the faithful performance of this Agreement.

18. No Assignment. This Agreement cannot be assigned by either party without the prior written approval of the other party. Either party shall have the right, in their or its sole and subjective discretion, not to approve an assignment by the other party.

WITNESS, in duplicate, the hands and seals of the parties hereto, the day and year first above written.

WITNESS/ATTEST:

SELLER:

HARFORD COUNTY, MARYLAND

By: _____(SEAL)

Karen D. Rottmann, Director
Director, Department of Procurement
Secretary, Harford County Board of Estimates;
approved this ____ day of _____,
2016.

BUYER:

By: _____(SEAL)

Approved as to form and legal
sufficiency this ____ day of _____,
2016.

Approved as to financial sufficiency
this ____ day of _____,
2016.

Margaret Hartka
Senior Assistant County Attorney

Robert F. Sandlass, Jr.
County Treasurer

Reviewed and concur this _____ day
of _____, 2016.

Review and concur this ___ day of
_____, 2016.

Erin L. Schafer
Chief, Facilities and Operations

Billy Boniface
Director of Administration

Surplus of the Property was approved by the Harford County Council on the 4th day of October, 2016 by Resolution Number 19-16.