

Town Commissioners of Bel Air
Agenda
December 16, 2024

Ordinance 836-24

Purchase of Real Property

RECOMMENDED MOTION: “I move that Ord No. 836-24 approving the purchase of real property located at the intersection of S. Atwood Road and W. MacPhail Road, be received by the Board of Town Commissioners.”

I. BACKGROUND

The Harford County Public School (HCPS) is in the process of improving and expand the Homestead/Wakefield Elementary School (HWES) to replace and upgrade the facilities for students in the local attendance area. This effort presented an opportunity to update the access to the school campus by providing an emergency access road from the intersection of S Atwood Road and W MacPhail Road. This access will be used by emergency responders to improve the response times and transportation distance for the school campus and residents in the area. As part of this effort, the acquisition of a small area of property between the campus and the right-of-way is needed.

II. PRIMARY ISSUES

The Town of Bel Air worked with HCPS to create an agreement to provide emergency access by working through operational and financial details to make the needed drive a reality. Wakefield Manor Associates, LLP. is the owner of Wakefield Manor residential community where the land is needed. The owner was contacted by the Town to acquire the land for the road and negotiate an amicable purchase agreement. The land area necessary for the access is 16,334 square feet (0.375 acres) as shown on the attached subdivision plat and description of property. The purchase agreement allows for a 50-foot-wide area providing a 24-foot-wide paved drive to be designed, engineered, and constructed by HCPS with funds provided by a local fiscal authority.

III. DISCUSSION/EXPLANATION

Acquisition of the Wakefield Manor property will address one of the primary responsibilities of the Town as part of this development. The purchase agreement is attached to provide the contract for purchase along with the description of the property.

IV. RECOMMENDATION

The Staff recommends receipt of Ordinance No. 836-24 by the Board of Town Commissioners; a Public Hearing has been scheduled for January 14, 2025, for 5:15 PM at Town Hall.

ORDINANCE NO. 836-24

AN ORDINANCE TO PURCHASE A PORTION OF LAND LOCATED WITHIN THE WAKEFIELD MANOR APARTMENT COMPLEX, FOR THE PURPOSE OF CREATING AN EMERGENCY ACCESS ROAD IN CONNECTION WITH THE HOMESTEAD-WAKEFIELD ELEMENTARY SCHOOL PROJECT.

WHEREAS, pursuant to Md. Code Ann., Local Gov't Art. §5-204(c)(1), the Maryland General Assembly granted to the municipalities of Maryland the power to acquire by conveyance, purchase or condemnation any real or leasehold property needed for a public purpose; and

WHEREAS, the Bel Air Town Charter, Chapter C. Charter, Article IV. General Powers, Section 401. General Powers, indicates the following in § C-401b.40.a

b. The Board of Commissioners shall have, in addition, the power to pass ordinances, not contrary to the Constitution and laws of the State of Maryland, for the following specific purposes:

40. Town Property

a. Acquisition, Possession and Disposal indicates that the Board of Commissioners may acquire real, personal or mixed property within the corporate limits of the Town for any public purpose by purchase, gift, bequest, devise, lease, condemnation or otherwise and may sell, lease or otherwise dispose of any property belonging to the Town; and

WHEREAS, on August 19, 2024, the Board of Town Commissioners of Bel Air passed Resolution 1235-24 to initiate the acquisition process of approximately 0.38 acres of land, more or less, located within the Wakefield Manor Apartment Complex on South Atwood Road at the intersection of West MacPhail Road, and owned by Wakefield Manor Associates, LLP c/o Mount Royal Management Company, LLP; and

WHEREAS, the Board of Education of Harford County is undertaking the construction of the new Homestead-Wakefield Elementary School (hereinafter "HWES"), a significant project intended to enhance educational facilities within the Town of Bel Air and greater community; and

WHEREAS, the creation of a gated emergency access road connecting HWES to Maryland Route 24 Vietnam Veterans Memorial Highway has been identified as a critical

component of the HWES project to ensure the safety of students, staff, and residents by providing a direct route for police, fire, EMS, HazMat, and rescue services; and

WHEREAS, the acquisition of this property aligns with the Town’s commitment to enhancing public safety infrastructure and ensuring the safety and well-being of its residents and the broader community;

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF TOWN COMMISSIONERS OF BEL AIR:

1. That the Town of Bel Air is hereby authorized to enter into a contract of purchase with Wakefield Manor Associates, LLP c/o Mount Royal Management Company, LLP for the acquisition of 16,344 square feet, or 0.375 acres, more or less, as depicted on a plat entitled, “Road Improvement Right of Way Plat, Wakefield Manor,” prepared by Dietz Surveying, Inc., dated November 22, 2024 which is attached hereto as **Exhibit A** and described by metes and bounds description on **Exhibit B** (hereinafter “the Acquired Property”). Exhibit A and B are made a part herein. The Acquired Property is located within the Wakefield Manor Apartment Complex on South Atwood Road at West MacPhail Road, Bel Air, Maryland. The purchase price for the Acquired Property is Sixty-Six Thousand Dollars (\$66,000.00) pursuant to a Contract of Sale dated July 29, 2024 which is attached hereto and incorporated herein as **Exhibit C**.
2. That the Contract of Sale dated July 29, 2024 is hereby approved and ratified.
3. That the Acquired Property shall be used for the express purpose of constructing a gated emergency access road as part of the HWES project, to facilitate swift and efficient emergency responses.
4. That the Town Administrator and other appropriate officials are hereby authorized to take any and all necessary actions to effectuate the purchase of the Acquired Property, including, but not limited to, execution of any and all documents such as HUD-1 Settlement Statements, payment of the purchase price and all necessary expenses of closing pursuant to the terms of the Contract of Sale dated July 29, 2024 and after acquisition ensure its integration into the Town’s public safety infrastructure.

BE IT FURTHER ORDAINED that this Ordinance shall become effective on the twenty-first (21st) day after passage unless petitioned to referendum.

INTRODUCTION: December 16, 2024

PUBLIC HEARING: January 14, 2025

ENACTMENT:

EFFECTIVE:

AYES:

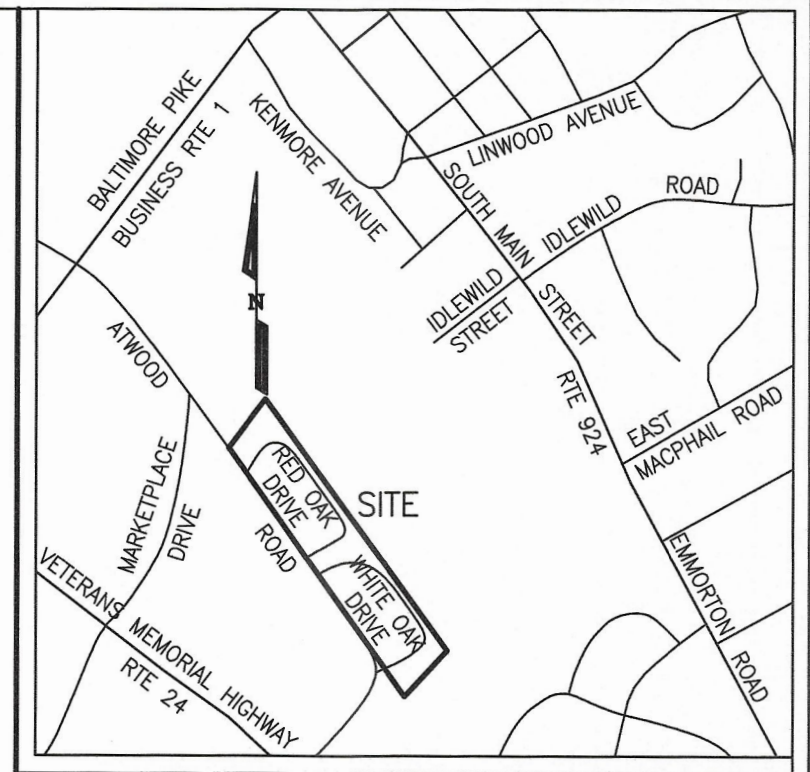
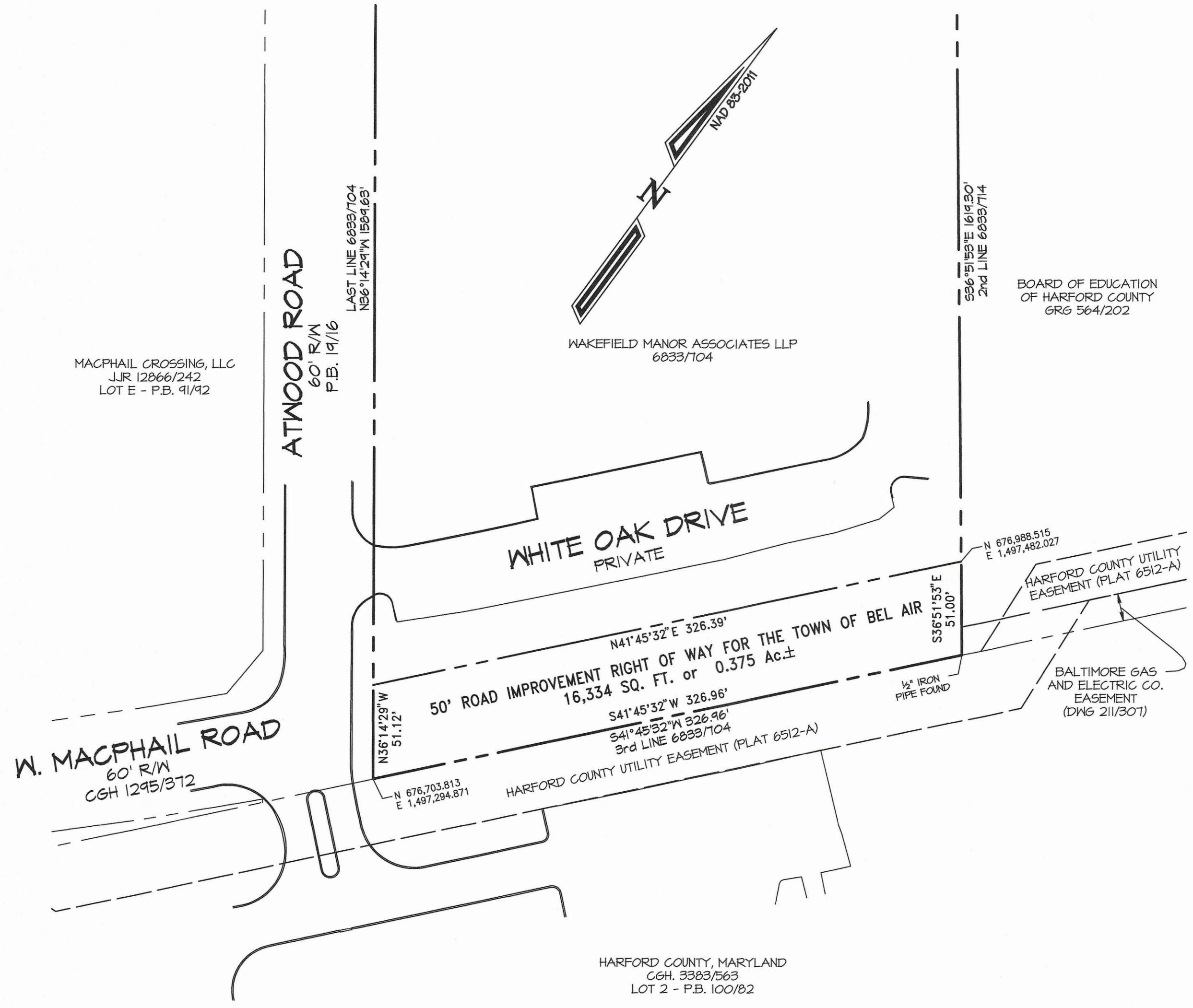
NAYS:

ABSENT:

Paula S. Etting, Chair

Board of Town Commissioners

Michael L. Krantz, Town Clerk



Vicinity Map Scale: 1" = 1000'

GENERAL NOTES

1. DEED REFERENCE: JJR 6833/104
2. TOTAL ENCLOSED AREA: 11.47 Ac.±
3. TAX MAP 44, PARCEL 826
4. ZONING - R-3

PURPOSE STATEMENT

THE PURPOSE OF THIS PLAT IS TO CREATE A 50' IMPROVEMENT RIGHT-OF-WAY FOR THE TOWN OF BEL AIR

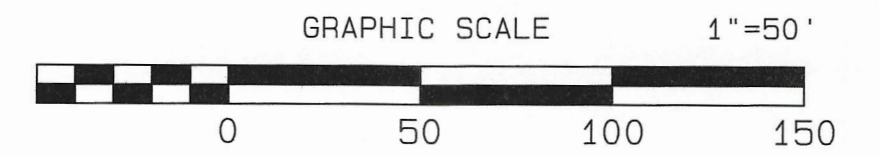
EXHIBIT A

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THIS SURVEY HAS BEEN PREPARED BY ME, OR UNDER MY DIRECT SUPERVISION AND IS IN ACCORDANCE WITH THE "MINIMUM STANDARDS OF PRACTICE FOR PROFESSIONAL LAND SURVEYORS" AS ADOPTED BY THE STATE OF MARYLAND.

Brian R. Dietz 12-6-2024

BRIAN R. DIETZ
PROFESSIONAL LAND SURVEYOR NO. 21080
LICENSE EXPIRES 2-12-2025



HARFORD COUNTY HEALTH DEPARTMENT APPROVED:

HEALTH OFFICER _____ DATE _____

TOWN OF BEL AIR DEPARTMENT OF PLANNING & COMMUNITY DEVELOPMENT APPROVED:

DIRECTOR _____ DATE _____

TOWN OF BEL AIR DEPARTMENT OF PUBLIC WORKS APPROVED:

DIRECTOR _____ DATE _____

OWNERS' STATEMENT

BY MY SIGNATURE BELOW, I HEREBY ACKNOWLEDGE OWNERSHIP AND APPROVE THE SUBDIVISION OF THE PROPERTY AS SHOWN HEREON. TO MY BEST KNOWLEDGE AND BELIEF, THE REQUIREMENTS OF SECTION 3-10B OF THE REAL PROPERTY ARTICLE OF THE ANNOTATED CODE OF MARYLAND (1974), AS AMENDED, PERTAINING TO THE PREPARATION OF RECORD PLATS, HAVE BEEN COMPLIED WITH.

OWNER _____ DATE _____

RECORDING STAMP

REC'D. FOR RECORD _____
AT _____ O'CLOCK _____ M. SAME
DAY RECORDED IN LIBER M.L.K.
NO. _____ FOLIO _____ ONE OF
THE PLAT RECORDS OF HARFORD
COUNTY, MD. AND EXAMINED PER
MICHELLE KARCZESKI, CLERK

Road Improvement Right of Way Plat
WAKEFIELD MANOR
3rd Election District Bel Air, Maryland
Scale: 1"=50' Date: November 22, 2024

OWNER
WAKEFIELD MANOR ASSOCIATES, LLP
1233 W. MOUNT ROYAL AVENUE
BALTIMORE MD 21217

Dietz Surveying, Inc.
Land Surveying and Land Planning
8119 Oakleigh Road Baltimore MD 21234
Ph 410-661-3160, Fax 410-661-3163
www.dietzsurveying.net

Plot Date: 12/6/2024 FIELD: BRD/KW DRAWN: SAL CHECKED: BRD Job No. 21312

November 29, 2024

**Road Improvement Right of Way
16,334 Sq. Ft. or 0.375 Acres +/-**

All that piece or parcel of land situate, lying and being in the 3rd Election District of Harford County, Maryland and described as follows to wit:

Beginning for the same at a ½ inch iron pipe, heretofore set, at the beginning of the third or South 41 degrees 40 minutes 58 seconds West 326.96 foot line of the parcel of land, which by a deed dated March 20, 2006, and recorded among the Land Records of Harford County, Maryland in Liber J.J.R. No. 6833, folio 704, was conveyed by Wakefield Manor Associates, LLP to Wakefield Manor Associates, LLP, thence running with and binding on said third line, as the courses are now referred to the Maryland Coordinate System NAD-83-2011, as now surveyed by Dietz Surveying, Inc. in 2024:

1. South 41 degrees 45 minutes 32 seconds West 326.96 feet, to the northeast side of Atwood Road, 60' Right of Way, thence running with and binding on the northeast side of Atwood Road, and running with and binding on a part of the last line of the aforesaid parcel of land,
2. North 36 degrees 14 minutes 29 seconds West 51.12 feet, thence leaving said road and said last line, and running for a line of division through the aforesaid parcel of land,
3. North 41 degrees 45 minutes 32 seconds East 326.39 feet, to intersect the second or South 36 degrees 56 minutes 27 seconds East 1,619.30 foot line of the aforesaid parcel of land, and thence running with and binding on a part of said second line,
4. South 36 degrees 51 minutes 53 seconds East 51.00 feet, to the place of beginning.

Containing 16,334 square feet or 0.375 acres of land, more or less.

Being a part of the parcel of land, which by a deed dated March 20, 2006, and recorded among the Land Records of Harford County, Maryland in Liber J.J.R. No. 6833, folio 704, was conveyed by Wakefield Manor Associates, LLP to Wakefield Manor Associates, LLP.



EXHIBIT C

CONTRACT OF SALE

THIS CONTRACT OF SALE (this "Contract") is made this 29th day of July, 2024, by and between WAKEFIELD MANOR ASSOCIATES, LLP (the "Seller") and TOWN OF BEL AIR, and/or its assigns (the "Buyer"). Seller and Buyer (collectively the "Parties") hereby covenant and agree as follows:

Section 1. Sale and Purchase of Property.

Seller shall sell to Buyer, and Buyer shall purchase from Seller, at the price and upon the terms and conditions set forth in this Contract: (a) a yet to be subdivided 0.38 +/- acres, or 16,500 square feet, more or less, portion of a larger parcel of land being 11.47 +/- acres, or 499,633 square feet, more or less, located in in the Town of Bel Air, Harford County, Maryland, and that is improved with an apartment home complex known as Wakefield Manor Apartments. The larger unsubdivided parcel is located on the northeast side of South Atwood Road and encompasses Red Oak Drive and White Oak Drive., shown on Harford County Tax Map 0049, Grid 3B as Parcel 0826, and more particularly described in a Confirmatory Deed dated March 20, 2006 from and recorded among the Land Records of Harford County, Maryland at Liber 6833, Folio 0704 (the "Apartment Complex Property"); (b) all improvements situated thereon, if any; (c) all right, title and interest of Seller, if any, in and to the land lying in the bed of any street or highway in front of or adjoining the Property to the center line thereof and to any unpaid award for any taking by condemnation or any damage to the Property by reason of a change of grade of any street or highway; and (d) the appurtenances and all the estate and rights of Seller in and to the Property. The yet to be subdivided 0.38 +/- acres, or 16,500 square feet parcel referenced above and the rights described in clauses (a)-(d) above are collectively referred to herein as the "Property" and is depicted as the highlighted areas in Exhibits A and B attached hereto. Following the Parties' full execution of this Contract, Buyer may undertake to obtain a survey and metes and bounds description of the Property.

Section 2. Purchase Price and Acceptable Funds.

The purchase price (the "Purchase Price") to be paid by Buyer to Seller for the Property is Sixty-Six Thousand and 00/100 Dollars (\$66,000.00). There will be no deposit. Buyer shall pay the Purchase Price in cash, certified funds or the equivalent at Closing.

Section 3. The Closing.

Except as otherwise provided in this Contract, the Closing of title pursuant to this Contract (the "Closing") shall take place within thirty (30) days following the later of the Parties' fulfillment of the Contingencies provided for in Section 6 and expiration of the Due Diligence Period provided for in Section 7 at the offices of MacLeod Law Group, LLC (the "Settlement/Escrow Agent") or at a location mutually convenient to the Parties. TIME IS OF THE ESSENCE WITH RESPECT TO THE DATE OF CLOSING. The Settlement/Escrow Agent is authorized to receive, deposit and distribute funds for the parties; prepare and obtain execution of escrow instructions, closing documents and instruments evidencing the terms and conditions of this transaction as are required for the Closing; conduct the Closing and provide for recording of the documents. Buyer is responsible for payment of the Settlement/Escrow Agent's fees and expenses. Such expenses may include a judgment and lien search, settlement document preparation, the conducting of the settlement, and any premium for title insurance.

Section 4. Warranties and Indemnification.

4.01. Satisfaction of Liabilities; Status of Existing Mortgages. Seller warrants that all outstanding monetary liens encumbering the title of Property shall be satisfied and/or released on or before the Closing of this sale, and that Buyer shall receive possession of Property free and clear of any mortgages or deeds of trust. If Property is encumbered by an existing mortgage(s), no written notice has been received from the mortgagee(s) asserting that a default or breach exists thereunder which remains uncured and no such notice shall have been received and remained uncured on the Closing date. Seller shall pay or make, as and when due and payable, all payments of principal and interest and all deposits required to be paid or made under the existing mortgage(s).

4.02. Litigation. Seller acknowledges that there is no litigation threatened or pending relative to the Property that is material to the decision of either party to enter into or perform under this Contract, nor does the Seller know, or have reasonable grounds to know, of any basis for any such suit, proceeding, or litigation, and there are no judgments of any nature existing against the Property.

4.03. Actual Ownership. Unless otherwise provided in this Contract, Seller is the sole owner of the Property and fully authorized to enter this transaction.

4.04. Knowledge of Environmental Contamination. The best of the knowledge of the Seller, as of the date of this Contract and as of the date of Closing, the Property, including land, surface water, ground water, and improvements, is now free of all contamination, including (i) "hazardous waste," "underground storage tanks," "petroleum," "regulated substance," or "used oil" as defined by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6901, *et seq.*) as amended, or by any regulations promulgated thereunder; (ii) any "hazardous substance" as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. §9601, *et seq.*) as amended, or by any regulations promulgated thereunder (including, but not limited to, asbestos and radon); (iii) any "oil, petroleum products, and their by-products" as defined by the Maryland Natural Resources Code, Section 8-411(a)(3) as amended, or by any regulations promulgated thereunder; (iv) any "hazardous substance" as defined by the Maryland Health Environmental Code, Title 7, Subtitle 2, as amended, or by any regulations promulgated thereunder; (v) any substance the presence of which on, in or under the Property is prohibited by any law similar to those set forth above; and (vi) any other substance which by law, regulation, or ordinance requires special handling in its collection, storage, treatment, or disposal.

4.05. Insurance. Seller shall maintain in full force and effect until the Closing insurance policies for general liability, property, casualty, hazard, flood and business insurance in the same manner as on the date of this Contract.

4.06. Real Estate tax protests; post-closing refunds. Seller shall not withdraw, settle or otherwise compromise any protest or reduction proceeding affecting real estate taxes assessed against the Property for any fiscal period in which the Closing is to occur or any subsequent fiscal period without the prior written consent of Buyer, which consent shall not be unreasonably withheld. Real estate tax refunds and credits received after the Closing which are attributable to the fiscal tax year during which the Closing date occurs shall be apportioned between Seller and

Buyer, as of the Closing date, after deducting the expenses of collection thereof, which obligation shall survive the Closing. Real estate tax refunds and credits received after the Closing which are attributable to any fiscal tax year prior to the tax year during which Closing occurs shall be allocated solely to the Seller.

4.07. Buyer's Representations. Subject to the Parties' fulfillment of the Contingencies provided for in Section 6, Buyer hereby represents and warrants all of the following to Seller: (a) Buyer has full power, authority, and legal right to execute and deliver this Contract, comply with the terms hereof, and consummate the transactions contemplated by this Contract; (b) this Contract and the closing of the transactions contemplated hereunder have been duly authorized, executed, and delivered by Buyer and constitute valid and legally binding obligations of Buyer, enforceable against Buyer in accordance with their terms; (c) Buyer has obtained all necessary approvals for the execution and delivery of this Contract and will use its best efforts for the consummation of the transactions contemplated by this Contract; and (d) there are no exceptions, conditions, or other requirements of Buyer that could or would impact Buyer's ability to satisfy and fulfill its obligations hereunder.

4.08. Seller's Representations. Subject to the Parties' fulfillment of the Contingencies provided for in Section 6, Seller hereby represents and warrants all of the following to Buyer: (a) Seller has full power, authority, and legal right to execute and deliver this Contract, comply with the terms hereof, and consummate the transactions contemplated by this Contract; (b) this Contract and the Closing of the transactions contemplated hereunder have been duly authorized, executed, and delivered by Seller and constitute valid and legally binding obligations of Seller, enforceable against Seller in accordance with their terms; (c) Seller has obtained all necessary approvals for the execution and delivery of this Contract and for the consummation of the transactions contemplated by this Contract; and (d) there are no exceptions, conditions, or other requirements of Seller that could or would impact Seller's ability to satisfy and fulfill its obligations hereunder.

4.09. Leases. Seller warrants there are no leases affecting the Property.

4.10. Cooperation with Buyer. Seller shall cooperate with Buyer in its efforts during the Due Diligence Period set forth in Section 7 hereafter.

Section 5. Deliverables.

In addition to the terms and conditions set forth herein, Seller shall deliver or perform the following to or for Buyer pursuant to the terms of this Contract:

5.01. Deed. The deed conveying the Property shall be in proper form for recording, shall contain covenants of special warranty and further assurances, and shall be duly executed and acknowledged by the Seller to convey to Buyer the good and marketable fee simple title to the Property required by this Contract.

5.02. Property Information. Within fifteen (15) calendar days following acceptance of this Contract, Seller shall deliver to Buyer one copy each of all reports, plans, drawings, surveys, scale models, permits, agreements, marketing studies, appraisals, reports for any Phase I environmental assessment or other environmental assessments, all reports pertaining to soil compaction, content, or assessments or any other documents that either contain information

about the Property or impose requirements on Seller or Buyer related to any proposed development, construction, sale or occupancy of structures on the Property.

5.03. Property Condition. The Parties acknowledge and agree that all the Property, including improvements thereon, is being purchased in "AS IS" condition without any warranties or representations except those specified herein.

Section 6. Contingencies.

6.01 Buyer's obligation to proceed to Closing and settlement is contingent upon fulfillment of the following (collectively the "Contingencies"):

a. Approval, to be obtained by Buyer, of the terms and conditions of this Contract by a voting majority of the Board of Town Commissioners of the Town of Bel Air; and

b. Approval, to be obtained by Seller, from the Town of Bel Air of a subdivision of the Property containing 0.38 +/- acres, or 16,500 square feet, more or less, from the Apartment Complex Property containing 11.47 +/- acres, or 499,633 square feet, more or less.

6.02 If Buyer does not obtain the approval required in Section 6.01(a) within ninety (90) days following the Parties' full execution of this Contract, or if Seller does not obtain the approval required in Sections 6.01(b) within ninety (90) days following the Parties' full execution of this Contract, this Contract shall become null, void, and of no further force or effect at law or in equity.

Section 7. Due Diligence Period.

7.01. The first ninety (90) calendar days following the Parties' full execution of this Contract shall be deemed the "Due Diligence Period" for Buyer to determine the suitability of the Property for the Buyer's intended purposes. Upon execution of this Contract and continuing until Closing, Buyer and its agents (appraisers, surveyors, engineers, agents, employees, attorneys and contractors) shall have the right, during normal business hours, to access the Property for purposes of inspection, testing (including soil borings and monitoring wells), fundraising and due diligence. Notwithstanding anything to the contrary herein, Buyer shall not perform any soil borings, install any monitoring wells, or perform any other physically invasive testing without prior permission from Seller which shall not be unreasonably withheld. If, during the Due Diligence Period, Buyer determines, in its sole and absolute discretion, that the Property is unacceptable to Buyer, then Buyer may terminate this Contract by providing written notice to Seller in accordance with the requirements of Section 15. Upon such termination by Buyer, this Contract shall become null and void and of no further force or effect at law or in equity.

7.02. During the Due Diligence Period, or any extension thereof, provided in this Section 7, the Buyer shall use reasonable diligence and act in good faith to complete the assessment of the Property. Buyer and Seller shall use reasonable diligence and act in good faith to seek fulfillment of the Contingencies.

7.03. If Buyer terminates this Contract in writing prior to Closing, it shall restore all damage to the Property caused by entry and testing.

7.04. Buyer agrees to indemnify, defend and hold harmless Seller for all liability, costs and damages arising out of or in connection with any testing of and entry onto the Property, which obligation shall survive Closing or termination of this Contract.

Section 8. Responsibility for Violations.

All notices of violations of law or governmental ordinances, orders or requirements which were or will be issued prior to the date of this Contract by any governmental department or agency or bureau having jurisdiction as to conditions affecting the Property shall be removed or complied with by Seller. If such removal or compliance has not been completed prior to the Closing, Seller shall pay to Buyer at the Closing the reasonably estimated unpaid cost to effect or complete such removal or compliance, and Buyer shall be required to accept title to the property subject thereto. Seller represents that, to the knowledge of the undersigned representative to Seller, there are no uncured notices of violations. Seller shall promptly furnish to Buyer any notices of violation hereinafter received with respect to the Property.

Section 9. Destruction, Damage or Condemnation.

The risk of any loss of or damage to the Property or the taking of the Property or any part thereof by eminent domain prior to the Closing date shall be borne by Seller. If the Property or any portion thereof is damaged or destroyed prior to the Closing date by any casualty or there is a threatened taking of any portion thereof by eminent domain:

(a) If, in the reasonable exercise of the judgment of the Buyer, the damage or destruction will require the expenditure of more than ten percent (10%) of the Purchase Price to repair and/or if such threatened taking is likely, in the reasonable exercise of the judgment of the Buyer, to result in an award of more than ten percent (10%) of the Purchase Price or more, then the Buyer shall have the right to terminate this Contract by giving written notice thereof to the Seller on or before the expiration of ten (10) days following the giving of written notice by the Seller to the Buyer of such damage or threatened taking; or

(b) If this Contract is not terminated by the Buyer pursuant to the provisions of subparagraph (a) above, then this Contract shall remain in full force and effect, and at Closing the Seller shall assign all its right, title and interest in and to the insurance proceeds and condemnation awards to the Buyer, less any amounts required to reimburse Seller for expenses of repair or restoration.

Section 10. Settlement and Adjustments.

10.01. Settlement. Settlement shall occur by no later than the deadline set forth in Section 3.

10.02. Settlement Adjustments. Water charges, and community association charges, if any, shall be adjusted and apportioned as of the date of Closing. All taxes, general or special, and all other public or governmental charges or assessments against the Property which are or may be payable on an annual basis (including sanitary district or other benefit charges, assessments, liens or encumbrances for sewer, water, drainage, or other public improvements completed or commenced on or prior to the date hereof or subsequent thereto), are to be adjusted and apportioned as of the

date of settlement and are to be assumed and paid thereafter by the Buyer, whether assessments have been levied or not as of the date of settlement except as otherwise required by law.

Section 11. Objections to Title.

11.01. Buyer may order an examination of title and should it desire, a survey of the Property, and advise Seller by written notice within thirty (30) days of the acceptance of this Contract if in its sole discretion there exist any exceptions to title or survey that it finds objectionable. If Buyer fails to give such notice, Buyer agrees to accept title subject to any such matters other than those which arise after the end of such thirty (30) days. If Buyer gives notice of objectionable matters, Seller shall notify Buyer within fifteen (15) days after receipt of Buyer's notice, of its election either (a) to cure or remove the same, which Seller will do at its expense within a reasonable time, or (b) to not remove the same. If Seller elects not to remove the same, Buyer shall have the right within five (5) days thereafter either to terminate this Contract, or waive the title defect or survey matter and accept title and survey notwithstanding such objections.

11.02. All taxes, assessments, water charges and sewer rents shall be prorated as of the Closing date. Any mortgages or other monetary liens which Seller is obligated to pay and discharge may be paid out of the proceeds of the monies payable at the Closing. Upon request made a reasonable time before the Closing, Buyer shall provide at the Closing separate checks for the foregoing payable to the order of the holder of any such lien, charge or encumbrance. If Buyer's title insurance company is willing to insure both Buyer and Buyer's institutional lender, if any, that such charges, liens and encumbrances will not be collected out of or enforced against the Property, then, unless Buyer's institutional lender reasonably refuses to accept such insurance in lieu of actual payment and discharge, Seller shall have the right in lieu of payment and discharge to deposit with the title insurance company such funds or assurances or to pay such special or additional premiums as the title insurance company may require in order to so insure. In such case the charges, liens and encumbrances with respect to which the title insurance company has agreed so to insure shall not be considered objections to title.

Section 12. Failure of Seller or Buyer to Perform.

12.01. If Buyer defaults in the performance of its obligation under this Contract to purchase the Property, after fifteen (15) days' notice to Buyer without cure, Seller's sole remedy shall be to terminate this Contract by notice to Buyer and the parties shall be released from all liability hereunder.

12.02. If Seller fails to perform its obligation to make full settlement in accordance with the terms hereof, or if Seller otherwise breaches this Contract, after fifteen (15) days' notice to Seller without cure, Buyer's sole remedies shall be (a) to terminate this Contract by notice to Seller, in which event Seller shall be responsible for Buyer's reasonable out-of-pocket costs paid in connection with this Contract or its subject matter to third parties not affiliated in any way with Buyer, including attorney's fees; or (b) to file an action for specific performance. In the event Buyer terminates this Contract pursuant to this Subsection 12.02, except as otherwise provided in this Contract, the parties shall be released from all liability hereunder.

Section 13. Broker and Commissions.

Each party represents and warrants to the other party that no agent, broker or finder has acted for it in connection with this real estate purchase and sale. The provisions of this Section shall survive settlement and the delivery of the deed to the Property or the termination of this Contract. Buyer's authorized member is a licensed real estate broker; however, he is not acting or serving in such capacity with respect to this Contact.

Section 14. Recordation and Transfer Taxes.

SECTION 14-101 OF THE REAL PROPERTY ARTICLE OF THE ANNOTATED CODE OF MARYLAND PROVIDES THAT UNLESS OTHERWISE NEGOTIATED IN THE CONTRACT OR PROVIDED BY STATE OR LOCAL LAW, THE COST OF ANY RECORDATION TAX OR ANY STATE OR LOCAL TRANSFER TAX SHALL BE SHARED EQUALLY BETWEEN THE BUYER AND SELLER. Buyer and Seller agree that the costs of State and local transfer taxes and recordation taxes related to the conveyance of the Property to Buyer shall be shared equally.

Section 15. Notices.

Any and all notices, requests or other communications required or permitted hereunder shall be deemed to have been duly given if in writing and if transmitted (a) by U.S. certified mail, postage prepaid, return receipt requested; or (b) by a nationally-recognized overnight delivery service, with the receipted service therefore. Notices shall be sent to the following addresses (or to such other address as a party may give to the other parties by notice hereunder)

If to Seller:

Linda Pitetti, CAM, CMPO
Director of Property Management
Mt. Royal Management Company LLP
101 South Charter Road Apt A
Glen Burnie, MD 21061
Phone: (410) 684-5070
Fax: (410) 789-0972
lindap@mtroyalmgt.com

If to Buyer:

H. Edward Hopkins, Town Administrator and CEO
Town of Bel Air
39 Hickory Ave.
Bel Air, Maryland 21014
Office - 410-638-4550
Cell - 443-900-0144
Ehopkins@belairmd.org

If notice is sent by certified or registered mail, notice shall be deemed to have been given and received on the third (3rd) business day from the date deposited in the United States mails.

Notice sent by overnight delivery shall be deemed delivered and received on the second (2nd) business day after having been sent.

Section 16. Survival of Representations, Warranties, Covenants and Other Obligations.

All representations, warranties, covenants or other obligations of Seller and Buyer set forth in this Contract shall survive for a period of one (1) year after Closing. The delivery of the deed by Seller, and the acceptance thereof by Buyer, shall be deemed the full performance and discharge of every obligation on the part of Seller to be performed hereunder, except those obligations of Seller which are expressly stated in this Contract to survive the Closing.

Section 17. Agricultural Transfer Tax.

Seller hereby notifies Buyer that the Property may be subject to agricultural transfer taxes pursuant to the provisions of Section 13-301, *et seq.* of the Tax Property Article of the Annotated Code of Maryland. The Agricultural Transfer Tax (if any) payable in connection with the transfer of Property to Buyer shall be paid by Buyer at the closing; it being understood that Buyer shall have the option to file a Declaration of Intent to, Till with the Maryland State Department of Assessment and Taxation in lieu of payment of an agricultural tax and that Seller shall have no obligation for the payment of any agricultural transfer taxes.

Section 18. INTENTIONALLY DELETED

Section 19. Notice to Buyer Concerning the Chesapeake and Atlantic Coastal Bays Critical Area.

Buyer is advised that all or a portion of the Property may be located in the "Critical Area" of the Chesapeake and Atlantic Coastal Bays, and that additional zoning, land use, and resource protection regulations apply in this area. The "Critical Area" general consists of all land and water areas within 1,000 feet beyond the landward boundaries of state or private wetlands, the Chesapeake Bay, the Atlantic Coastal Bays, and all of their designated tidal tributaries. The "Critical Area" also includes the waters of and lands under the Chesapeake Bay, the Atlantic Coastal Bays, and all of their tidal tributaries to the head of tide. For information as to whether the Property is located within the Critical Area, Buyer may contact the local department of planning and zoning.

Section 20. Miscellaneous Provisions.

20.01. Final Agreement. This Contract embodies and constitutes the entire understanding between the Parties with respect to the transaction contemplated herein and any prior agreements, understandings, representations and statements, oral or written, are merged into this Contract. Neither this Contract nor any provision hereof may be waived, modified, amended, discharged or terminated except by an instrument signed by the party against whom the enforcement of such waiver, modification, amendment, discharge or termination is sought, and then only to the extent set forth in such instrument.

20.02. Applicable Law. This Contract shall be governed by, and construed in accordance with, the law of the State of Maryland without regard to principles of conflict of laws, and any legal action or proceeding brought hereunder shall be brought in the courts of

Harford County, Maryland.

20.03. Headings; Exhibits. The headings in this Contract are inserted for convenience of reference only and in no way define, describe or limit the scope or intent of this Contract or any of the provisions hereof. As used in this Contract, the masculine shall include the feminine and neuter, the singular shall include the plural and the plural shall include the singular, as context may require. Each writing or plat referred to herein as being attached hereto is hereby made a part of this Contract.

20.04. Binding Effect. This Contract shall be binding upon and shall inure to the benefit of the Parties hereto and their respective heirs, executors, administrators, personal representatives, successors and assigns. The Buyer has the absolute right to assign this Contract, in whole or in part, prior to Closing.

20.05. Time of the Essence. Time shall be of the essence with respect to each and every provision of this Contract.

20.06. Severability. If any provision in this Contract or the application thereof cannot be enforced to its fullest extent, then such provision shall be enforced to the maximum extent permitted by law. The invalidity, illegality, or unenforceability of any term or provision of this Contract shall not affect or limit the validity, legality or enforceability of any other term or provision hereof.

20.07. This Contract may be executed in duplicate. This Contract may be executed in counterparts, which shall have the same force and effect as if all parties hereto had executed a single copy of this Contract. Facsimiles shall have the same binding effect as originals.

20.08. Effective Date. Regardless of the date of execution by either of the Parties, the Effective Date of this Contract is the date stated in the introductory paragraph on page 1 of this Contract.

Section 21. Independent Legal Advice.

The Parties acknowledge that this is a legally binding and fully enforceable agreement. The Parties have read the document carefully and to the extent they so required sought the advice of legal counsel or other appropriate advice.

[SIGNATURE OF PARTIES ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Contract of Sale as of the date first above written.

SELLER:

WITNESS:

WAKEFIELD MANOR ASSOCIATES, LLP

Beth A. Blawie

BY:  (SEAL)

Name:

Title:

John Davison
Managing Partner

BUYER:

WITNESS:

TOWN OF BEL AIR

Kristie M. Reinhardt

BY:  (SEAL)

Harry Edward Hopkins, III
Town Administrator/CEO

ADDENDUM

Right to Farm Disclosure

