

**AGREEMENT OF SALE**

THIS AGREEMENT OF SALE (hereinafter referred to as this “Agreement”), made this \_\_\_\_\_ day of \_\_\_\_\_, 2026, by and between the STATE OF MARYLAND, to the use of the Maryland Department of Natural Resources, party of the first part (hereinafter collectively referred to as the “State”) and \_\_\_\_\_, party of the second part (hereinafter referred to as the “Purchaser”).

RECITALS:

WHEREAS, the State acquired a 10.1 acre parcel located on the west side of Union Church Road, Elkton, MD 21921 and identified as Parcel 584, Tax Map 20, Election District 3, Cecil County, Maryland by Deed dated June 29, 1935 and recorded among the Land Records of Cecil County, Maryland in Liber 24, folio 433 (together with any improvements thereon shall be referred to as the “Property”, as hereinafter further defined); and

WHEREAS, the Property is owned, of record, by the State of Maryland to the use of the Department of Public Safety and Correctional Services; and

WHEREAS, on July 17, 2024, the Maryland Board of Public Works (the “BPW”) declared the Property (as hereinafter defined) surplus to the needs of the State of Maryland (*see* Department of General Services Action Agenda Item No. 34-RP, DGS); and

WHEREAS, the Purchaser submitted its bid to purchase the Property under the terms and conditions set forth in its bid and in this Agreement and its bid has been accepted by the State of Maryland; and

WHEREAS, PURCHASER ACKNOWLEDGES THAT TO BE EFFECTIVE, THIS AGREEMENT MUST BE PRESENTED TO THE BPW FOR APPROVAL AND WILL BE BINDING ON THE STATE ONLY FOLLOWING APPROVAL AND EXECUTION OF THIS AGREEMENT BY THE BPW.

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

SECTION 1. LAND AND IMPROVEMENTS:

The State hereby agrees to sell to the Purchaser and the Purchaser hereby agrees to purchase from the State the Property, being more particularly described in **Exhibit “A”**, attached hereto and made a part of this Agreement, together with the improvements thereon installed, if any, located and constructed, including without limitation any and all ancillary mechanical; electrical; plumbing; public sewer or private septic system as already available to the property; public water or private well, as already available to the Property; existing storm water management system;

HVAC systems; and such other devices as located thereon or therein, together with all rights, privileges, improvements and appurtenances thereto appertaining herein referred to as the “Improvements”.

SECTION 2. EASEMENTS AND RIGHTS TO BE RESERVED BY THE STATE:

A. The Property shall be subject to a Conservation Easement: Yes \_\_\_\_\_ or No  X

B. The deed of conveyance shall contain the following reservation of rights by the State:

Applicable \_\_\_\_\_ Not Applicable  X

\_\_\_\_\_  
\_\_\_\_\_

SECTION 3. SURVEY.

Purchaser shall obtain a survey of the Property which is attached hereto as Exhibit A . All costs associated with the survey and any description derived therefrom shall be the sole obligation of the Purchaser. The acreage 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.

The survey plat and metes and bounds description of the Property and the survey plat and metes and bounds description of any easement areas to be retained by the State, which are to be used by the State in the conveyance of the Property, if any, shall be provided to the State by the Purchaser, at Purchaser's sole expense, not less than twenty (20) days prior to Closing (hereinafter defined). Such survey and description must be reviewed and approved by the Office of the Attorney General.

Notwithstanding anything in this Agreement to the contrary, in the event any survey of the Property reveals that the Property contains acreage in excess of the 10.1 acres stated in this Agreement, then the State may terminate this Agreement in which event the State shall return to the Purchaser the Deposit (hereinafter defined) without interest. In the event that this Agreement is terminated as provided in this Section 3, then this Agreement shall be null and void and of no further effect, and there shall be no further liability or obligation on either of the parties hereto except as otherwise provided herein.

Any property plats proposed for use in connection with the conveyance of the Property must be approved by the State Department of General Services.

SECTION 4. DEED AND TITLE

At Closing (hereinafter defined), the State shall execute a deed ( the “Deed”) without warranties except for a covenant of further assurances for the Property, which shall convey title to the

Property to the Purchaser (or to a person/entity designated by the Purchaser in this Agreement to take title to the Property) subject to any and all existing easements, rights of way, reservations and servitudes, whether of record or not as of the date of this Agreement and subject to any easements and rights set forth in Section 2, above. In the event that the State is unable to provide good and merchantable title or such as can be insured by a Maryland licensed title company at regular rates, the State, at State's expense and within thirty (30) days of the Closing date, shall have the option of curing any defect so as to enable State to give good and merchantable title as described above. In the event the State cannot cure or elects not to cure any and all title defects within the stipulated time, the State shall have the right to terminate this Agreement, in which event the State shall return to the Purchaser the Deposit (hereinafter defined) without interest. In the event that this Agreement is terminated for failure of the State to be able to provide good and merchantable title, free of liens and encumbrances, this Agreement shall be null, void and of no further effect, and there shall be no further liability or obligation on either of the parties hereto, except as otherwise provided herein.

The Deed shall be executed by the BPW as required by State Finance and Procurement Article, Ann. Code of Maryland Section 10-305 (d) (1).

#### SECTION 5. TENANCIES.

The Property is vacant and free of any tenancies.

#### SECTION 6. LEAD-BASED PAINT HAZARDS.

Intentionally omitted.

#### SECTION 7. CONDITION OF PROPERTY AND LATENT DEFECTS

Except as otherwise provided in this Agreement, or in the deed of conveyance or in other documents to be delivered at Closing, the Property is being sold and conveyed on an "**AS IS, WHERE IS**" basis. **THE PROPERTY DOES NOT HAVE ACCESS TO A PUBLIC ROAD.** The State hereby disclaims any warranty, guaranty or representation, express or implied, oral or written, past, present or future, as to or concerning: (a) any condition arising in connection with any generation, use, transportation, storage, release, existence of, or disposal of hazardous substances, on and under, above, upon or in the vicinity of the Property, or any other aspect of the nature or condition of the Property such as the quality of water or soil or the contamination of the Property by lead paint, mold or other condition, (b) the suitability or fitness of the Property for any and all activities and uses which the Purchaser may elect to conduct thereon; (c) the compliance of the Property or its operation with any applicable laws, ordinances or regulations of any government or other body, including without limitation, compliance with any land use, wetland or zoning law or regulation, or applicable environmental laws, rules, ordinances and regulations; (d) the physical condition or state of repair of the Property, including without limitation, the structural, mechanical and engineering characteristics of any improvements on the Property, if any; and (e) the existence or non-existence of or extent of any right-of-way, restriction, covenant, or other encumbrance affecting the Property. No claim for any allowance or deduction in the Purchase Price due to any defects in the Property or the Purchaser's lack of knowledge with respect to such defects in the Property will be considered. The Purchaser

acknowledges that it shall accept the Property in “AS IS” physical condition on the date of Closing. The description(s) of the Property set forth in this Agreement and any other information provided herein with respect to the Property are based on information available to the State are believed to be correct, but any error or omission, including but not limited to the omission of any information available to the State, will not constitute grounds or reasons for nonperformance of this Agreement by the Purchaser, or claim by Purchaser for allowance, refund or deduction from the Purchase Price (hereinafter defined), and any failure of the Purchaser to perform due to errors or omissions by the State in the description of the Property shall constitute a breach of this Agreement and be subject to the remedies set forth in the Breach of Agreement and Default provisions in section 11 of this Agreement.

#### SECTION 8. PURCHASE PRICE

The purchase price for the Property is \_\_\_\_\_ DOLLARS (\$) (the “Purchase Price”).

The Purchase Price shall be paid by the Purchaser to the State in lawful money of the United State of America as follows:

- a) A deposit in the amount of \_\_\_\_\_ DOLLARS (\$\_\_\_\_\_.00), which is 10% of the Purchase Price, (Deposit”) at the time of bidding by the Purchaser; and
- b) The balance of the Purchase Price by certified check, cashier’s check, bank check, title company check, attorney’s trust account check, or wire transfer at the time of Closing.

All checks are to be made payable to the State of Maryland. In the event Purchaser transmits funds by electronic payment, Purchaser shall provide the State with proof of electronic transfer.

#### SECTION 9. POSSESSION:

Possession of the Property will be given to Purchaser at the time of Closing (As defined in section 14). The Purchaser agrees to assume possession at that time with all attendant rights and responsibilities. The date of the Deed shall be deemed the date possession is granted. If the Purchaser fails to take actual possession at Closing, the Purchaser will be charged with having taken constructive possession. The word possession will mean either actual physical possession or constructive possession.

#### SECTION 10. RISK OF LOSS:

The Property is to be held at the risk of the State until legal title has passed on the date of Closing. If prior to the time that legal title has passed to the Purchaser all or a substantial part of the property is destroyed or damaged, the State shall have no obligation or responsibility to repair or restore the Property, but may at its sole option elect to do so. Regardless of the degree of loss or damage to the Property, the Purchaser agrees to purchase the Property with no reduction in the Purchase Price.

#### SECTION 11. BREACH OF AGREEMENT AND DEFAULT

If the Purchaser defaults in any of the terms, provisions, covenants or agreements to be performed by the Purchaser under this Agreement, the State shall retain the Deposit as liquidated damages under this Agreement as the Purchaser and State hereby acknowledge and agree that the State's damages would be difficult or impossible to determine and that the amount of the Deposit is the parties' best and most accurate estimate of the damages the State would suffer in the event the transaction provided for in this Agreement fails to Close and reasonable under the circumstances. The rights and remedies set forth in this paragraph are cumulative and shall be in addition to any other remedies equitable or legal the State may be permitted by law or in equity or established in this Agreement.

If this Agreement is executed by the State and the State fails for any reason to transfer or vest title in the Purchaser for any reason although the Purchaser is ready, willing, and able to close, the State will promptly refund (within sixty (60) days after the scheduled date for Closing) to the Purchaser the Deposit, without interest, whereupon the State will have no further liability to the Purchaser.

#### SECTION 12. CONDITION OF PROPERTY INSPECTIONS AND TESTING

The State will not conduct and/or pay for any expense for inspections, tests or services of the Property, including but not limited to: (1) land surveying, (2) testing or pumping septic/leachfield systems, (3) testing, pumping, or removal of underground fuel storage tanks (if any), (4) termite inspection, (5) testing for asbestos, (6) testing for lead-based paint (7) domestic water quality test, (8) appraisals, and (9) environmental testing. If the Purchaser desires these services or inspections, they are to be performed at the Purchaser's sole expense and shall be of a visual, non-invasive nature, unless otherwise agreed upon by the Secretary of the Department of General Services or his or her designee, in writing.

#### SECTION 13. RIGHT OF ENTRY

Intentionally deleted.

#### SECTION 14. CLOSING

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 ninety (90) days from the date of approval of this Agreement by the BPW (the "**Closing Date**"). The State reserves the right to extend the date of Closing for a reasonable amount of time for purposes of conducting Closing at the sole option of the State.

The Purchaser will pay interest on the outstanding balance of the Purchase Price if the Closing Date is delayed, and the delay is caused, directly or indirectly, by the Purchaser's action or inaction and not by any action on the part of the State. The interest rate will be computed based on the "Prime Rate" as quoted in the Money Rates Section of The Wall Street Journal on the date of this Agreement. The State reserves the right to refuse a request for extension of the Closing Date.

#### SECTION 15. CLOSING COSTS

The Purchaser shall be solely responsible for the costs and expenses in connection with acquisition and Closing, including but not limited to the following: (1) title search and Closing fees, (2) notary fees, (3) title insurance binders and premiums, (4) lender fees related to financing obtained by the Purchaser, (5) State or county transfer and recordation taxes, documentary stamps and other costs imposed upon the recordation of the deed to the Property, (6) real estate taxes due upon the recordation of the deed to the Property, (7) any attorney fees, brokerage fees, commissions, or finder fee's incurred by the Purchaser, and (8) agricultural transfer taxes.

#### SECTION 16. ADJUSTMENTS AS OF CLOSING

All real estate taxes and personal property taxes for the then current year levied or assessed with respect to the Property shall be prorated on a daily basis and adjusted between the parties as of the Closing Date. The Property is currently tax exempt. Purchaser shall pay any and all such taxes which are due for the current tax year after the Closing Date..

All water, sewer 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 the Purchaser and the State and as of Closing, or, if applicable law shall otherwise provide, paid in accordance with that applicable law.

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 17. GENERAL PROVISIONS

**17.1** Notice. – All notices to be given to the State 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 State at the following address:

Maryland Department of General Services  
Office of Real Estate  
300 W. Preston Street, Room 601  
Baltimore, Maryland 21201  
Attention: Assistant Secretary

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

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

**17.2 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 and (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 may respectively may have under law.

**17.3 BPW Approval** – The Purchaser and State agree that this Agreement is not effective and shall not be binding on the parties hereto, until approved and executed by the BPW. Notwithstanding any other provision herein to the contrary, Purchaser shall have no right to institute any action or proceedings to compel (i) presentation of this writing to the BPW for approval or (ii) approval of this writing by the BPW.

**17.4 Appropriations** - Any condition or requirement in this Agreement for the State to pay money or to perform an obligation that requires the State to pay money to perform said obligation shall be subject to the availability of an appropriation for that purpose.

**17.5 Recitals** - The Recitals set forth in this Agreement are a substantive part of this Agreement.

**17.6 Maryland State Department of Assessments and Taxation Parcel Identification Number** – Following Closing and recordation of the deed, Purchaser shall be responsible for either obtaining a new real property account number for the Property or merging the real property account number with Purchaser’s existing parcel with the Maryland State Department of Assessments and Taxation.

**17.7 Zoning** - Verification of the present zoning and determination of permitted uses thereunder, along with compliance of the Property for present or proposed future use, will be the responsibility of the Purchaser and the State makes no representation in regard thereto.

**17.8 Real Estate Broker** - The State represents and warrants that it has not used the services of any real estate broker, agent, or finder in connection with this Agreement or the sale of the Property. The State will not pay any brokerage commissions or fees. Any brokerage, finder fees or commissions in connection with the sale of the Property shall be at the sole cost and expense of the Purchaser.

**17.9 Assignment** - This Agreement, or any obligation, right, title, interest, estate or remedy thereunder may not be assigned by the Purchaser, without the prior written consent of the State, and in each instance and any attempt so to do shall be a breach of this Agreement and void.

**17.10 Date of This Agreement** - The date of this Agreement shall be the date upon which it is approved by the BPW.

**17.11 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.

**17.12 Entire Agreement** - This Agreement shall be binding upon the parties hereto and their respective personal representatives, successors and assigns. 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.

**17.13 Survival and Benefit** - This Agreement will bind upon and inure to the benefit of the parties hereto and their respective personal representatives/successors and assigns, as permitted hereunder.

**17.14 Governing Law** – This Agreement shall be governed by the laws of the State of Maryland.

**17.15 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.

**17.16 Outstanding Debts to the State** - If the Purchaser shall be delinquent with any debts owed to the State, such debts shall be paid in full prior to Closing.

**17.17 Gender** – 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 “Purchaser” or “State” 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 “herein-below”, when used with reference to this Agreement, refer to this Agreement as a whole, unless the context otherwise requires.

**SIGNATURES BEGIN ON NEXT PAGE**

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

WITNESS/ATTEST:

**PURCHASER: \_\_**

\_\_\_\_\_

By: \_\_\_\_\_ (SEAL)

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**SIGNATURES CONTINUE ON FOLLOWING PAGE**

SAMPLE

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

STATE OF MARYLAND, DEPARTMENT OF  
NATURAL RESOURCES

By: \_\_\_\_\_ (SEAL)  
Paul A. Peditto, Assistant Secretary for Land  
Resources

APPROVED FOR FORM AND LEGAL SUFFICIENCY:

\_\_\_\_\_  
Assistant Attorney General

Date: \_\_\_\_\_

WITNESS/ATTEST:

STATE OF MARYLAND  
BOARD OF PUBLIC WORKS

By: \_\_\_\_\_ (SEAL)  
WES MOORE,  
Governor of Maryland

\_\_\_\_\_  
John T. Gontrum, Esq.  
Executive Secretary

By: \_\_\_\_\_ (SEAL)  
BROOKE E. LIERMAN,  
Comptroller of Maryland

By: \_\_\_\_\_ (SEAL)  
DERECK E. DAVIS,  
Treasurer of Maryland

Constituting the MARYLAND BOARD OF  
PUBLIC WORKS

Approved by the Maryland Board of Public Works at a meeting held on the \_\_\_\_\_ day of  
\_\_\_\_\_, 2026, as Item No. \_\_\_\_\_, on the  
\_\_\_\_\_ Agenda.

SAMPLE

EXHIBIT A  
DESCRIPTION

SAMPLE