

AGREEMENT OF SALE

THIS AGREEMENT OF SALE (hereinafter referred to as this “Agreement”), made this _____ day of _____, 2021, by and between the STATE OF MARYLAND to the DEPARTMENT OF JUVENILE SERVICES, 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 of Maryland to the use of the Maryland Department of Health and Mental Hygiene (Department of Juvenile Services) acquired those properties located in Baltimore City known as (1) “**907 Druid Park Lake Drive**” (ward 13 section 10 block 3463D lot 10) by Deed dated June 12,1973 and recorded among the Land Records of Baltimore City, Maryland in Liber RHB 03038, folio 547 and (2) “**909 Druid Park Lake Drive**” (Ward 13 section 10 block 3463D lot 9) by Deed dated June 19, 1973 and recorded among the Land Records of Baltimore City, Maryland in Liber RHB 03038, folio 526 (the “Property as hereinafter defined”), and

WHEREAS, the sub-agency referred to in the deeds that conveyed the Property to the State as the Department of Health and Mental Hygiene (Department of Juvenile Services) has become an Executive Department of the State Government known as the Department of Juvenile Services, independent of the Department of Health and Mental Hygiene (now known as the Maryland Department of Health); and

WHEREAS, on December 2, 2020, the Maryland Board of Public Works (“**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. 26-RP, DGS); and

WHEREAS, the State pursuant to Invitation for **Bids No. 012021KR**, issued on **JUNE 21, 2021** (“**IFB**”) offered the Property for sale subject to the terms and conditions set forth therein; and

WHEREAS, the Purchaser’s bid was the Accepted Bid, as defined in the IFB; and

WHEREAS, THE STATE AND PURCHASER ACKNOWLEDGE THAT TO BE EFFECTIVE, THIS AGREEMENT MUST BE PRESENTED TO THE BPW FOR APPROVAL AND WILL BE BINDING ON THE STATE ONLY IF APPROVED AND EXECUTED BY THE BPW.

NOW, THEREFORE, in consideration of the premises 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 properties located at (1) **907 Druid Park Lake Drive**, Baltimore, Maryland containing 16,785+/- sf. Improved with a 8,803 +/- sf. Residential dwelling, and (2) **909 Druid Park Lake Drive**, Baltimore, Maryland containing 8,512 +/- sf. Improved with a 4,481 sf. Residential dwelling, being more particularly described in **Exhibit "A"**, attached hereto and made a part of this Agreement, hereinafter referred to as the "**Land**" together with the buildings, fixtures and improvements thereon installed, 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**". The Land and Improvements are hereinafter collectively referred to as the "**Property**".

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

At Closing (hereinafter defined in this Agreement), the Purchaser agrees to execute an easement to N/A , a copy of which document is attached hereto and made a part hereof and marked **Exhibit "B"**, the Conservation Easement.

B. The deed of conveyance shall contain the following clauses:
Applicable _____ Not Applicable X

C. The party to be named in the deed of conveyance as the Grantee is as follows:

SECTION 3. SURVEY.

Purchaser may obtain a survey of the Property before Closing (hereinafter defined). 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.

If the Purchaser elects to obtain a survey of the Property, the survey plat and metes and bounds description of the Property to be conveyed and any easement areas to be retained by the State, 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 0.5% of the acreage 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 provide 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 attached to the Invitation are for informational purposes only and not to be used with legal conveyance documents for recording.

SECTION 4. DEED AND TITLE

At Closing (hereinafter defined), the State, shall execute a 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 the Invitation 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, 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 of conveyance shall be executed by the Maryland Department of Juvenile Services and the BPW as required by State Finance and Procurement Article, Ann. Code of Maryland Section 10-305(c)(2).

SECTION 5. TENANCIES.

The Property is vacant and free of any tenancies.

SECTION 6. LEAD-BASED PAINT HAZARDS.

To the best of the State's actual knowledge, the houses on the Property were constructed:

- (1) 907 Druid Park Lake Drive in 1915 and (2) 909 Druid Park Lake Drive in 1927.

State and Purchaser acknowledge that no real estate broker or sales persons are involved in the sale of the above Property.

Attached hereto and made a part of this Agreement are the following:

(a) **Exhibit “_1_”** – EPA pamphlet entitled “Protect Your Family from Lead in Your Home”;
and

(b) **Exhibit “_2_”** – Form entitled “Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards”.

State and Purchaser agree to complete and execute the form entitled “Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards” simultaneously with the execution of this Agreement.

Seller is required to permit the Purchaser a ten (10) day period (unless the parties mutually agree upon a different period of time) to conduct a risk assessment or inspection of the Property for the presence of lead-based hazards.

CHOOSE ONE OF THE FOLLOWING

Section 13 sets forth the terms and conditions on which the Purchaser may enter onto the Property to conduct such an inspection. YES____ or NO _____

OR

Notwithstanding the foregoing, the Purchaser has waived the opportunity to conduct a risk assessment or inspection of the Property for the presence of lead-based paint and/or lead based paint hazards. YES ____ or NO _____

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 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 water, soil and geology, (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 the improvements to the Property; 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 the Purchaser’s lack of knowledge with respect to 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 provision of this Agreement.

SECTION 8. PURCHASE PRICE

The purchase price for the Property is _____ Dollars (\$ _____ **.00**) ("**Purchase Price**"). The Purchase Price shall be paid by the Purchaser in lawful money of the United State of America as follows:

- i) A deposit in the amount of **TEN THOUSAND Dollars (\$10,000.00)** ("Deposit") at the time of execution of this Agreement by the Purchaser; and
- ii) 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.

SECTION 9. POSSESSION:

Possession of the Property will be given to Purchaser at the time of Closing. The Purchaser agrees to assume possession with all attendant rights and responsibilities. The date of the conveyance document shall be deemed the date possession is granted unless possession of the Property is granted under the terms of section 13 herein. In which case, the date of the delivery of the keys to the Purchaser shall be the date of the date of possession. 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. or possession given, which ever shall first occur. If prior to the time that legal title has passed or possession given 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. In the event the State chooses not to repair or restore the Property to a condition equal to or better than the condition of the Property at the date of Bid Acceptance, then the Purchaser, unless such loss or damage is caused by the Purchaser or by Purchaser's Representatives (as hereinafter defined), may at its sole option terminate this Agreement, in which event the State shall return to the Purchaser the Deposit and there shall be no further liability or obligation on either of the parties hereto. If such loss or damage is caused by the Purchaser, or by Purchaser's Representatives, 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 may, at its sole option: 1) 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 existing as of the date of this Agreement; 2) return the Deposit to the purchaser; or 3) sue the Purchaser for specific performance or 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 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 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 State in Section 13, Right of Entry.

SECTION 13. RIGHT OF ENTRY

13.1 From the date of this Agreement to the date of Closing (the "Inspection Period), the State hereby grants to the Purchaser, its agents, authorized representatives, contractors, and employees, the right to enter upon the Property during normal business hours at any time prior to 4PM for the purpose of conducting risk assessments or inspections for the presence of lead-based paint and/or lead-based paint hazards which may include both non-invasive and invasive testing if typically performed to determine the presence of these risks. The Purchaser shall give e-mail notice to kim.rennie@maryland.gov 24 hours prior to any entry onto the Property by its agents, authorized representatives, contractors and employees. Keys to the house and other locked structures shall be available upon request to the State. Such entrance onto the Property, after delivery of the keys, shall be deemed a transfer of possession of the Property.

13.2 In connection with Purchaser's exercise of this Right of Entry Purchaser shall:

- a. At its sole cost and expense, repair any damages to the Property caused by the Purchaser and/or its officers, employees, agents, contractors, consultants, engineers, invitees and assigns ("Purchaser's Representatives") and restore all areas on the Property that were disturbed by the Purchaser and/or the Purchaser's Representatives to a condition equal to or better than the original condition following the completion of work on the Property, leave the Property free of all litter, trash, or other debris caused by the Purchaser and/or the Purchaser's Representatives and remove all property belonging to the Purchaser and /or the Purchaser's Representatives.
- b. Comply and cause the Purchaser's Representatives to comply with all present and future applicable laws and regulations in respect to the Property and the work to be performed by the Purchaser and/or the Purchaser's Representatives.

- c. The Purchaser, on behalf of itself, its heirs, successors, assigns, and licensees, shall indemnify, protect and hold harmless the State of Maryland, its officers, agents, employees, successors and assigns 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 the Purchaser and or the Purchaser's Representatives or arising in any manner from the exercise of the rights and privileges granted in this Right of Entry.

13.3 In the event the Purchaser and/or Purchaser's Representatives obtains evidence during the Inspection Period that lead-based paint and/or lead-based paint hazards, have been introduced, treated, stored, disposed of or otherwise deposited on the Property, the Purchaser may terminate this Agreement, following written notice to the State, without any further liability to the State, except as provided in this Section 13, Right of Entry.

13.4 In the event this Agreement is terminated under any provision hereof by either party the Purchaser agrees to provide the State with copies of any and all studies or reports performed by the Purchaser or its agents or contractors under this Section 13 Right of Entry.

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 State of Maryland reserves the right to extend the date of Closing for a reasonable amount of time for purposes of obtaining approvals or preparing conveyance documents.

The Purchaser will pay interest on the outstanding balance of the Purchase Price if the Closing is delayed, and the delay is caused, directly or indirectly, by the Purchaser's action 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 Bid Acceptance. 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 expense 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 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 or the date of possession by the Purchaser, whichever first occurs. Purchaser shall pay any and all such taxes which are due for the current tax year at or prior to Closing.

The State shall have the meters for gas, water, electric and any other measured utilities read not more than five (5) working days before Closing. State 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.

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 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:

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 IFB - The terms and conditions of the IFB (including the Sections entitled “Purpose and Intent”, “General” and Instructions to Bidders” and the documents attached thereto are incorporated herein by reference;

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 bidder and/or 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 and executed 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:

Name:

By: _____ (SEAL)
Name:

Title: _____

Title: _____

SIGNATURES CONTINUE ON NEXT PAGE

STATE:

WITNESS:

**STATE OF MARYLAND to the use of the
Department of Juvenile Services**

By: _____

Name:

Title: _____

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

WITNESS:

**STATE OF MARYLAND
BOARD OF PUBLIC WORKS**

Lawrence J. Hogan, Jr., Governor

John T. Gontrum

Nancy K. Kopp, Treasurer

Peter Franchot, Comptroller

Approved as to form and
legal sufficiency.

Approved by the Board of Public Works of
the State of Maryland at a meeting held on the
_____ day of _____, 2021 __, Item _____, DGS.

Assistant Attorney General

Date: _____