

J.O. '0'

Item: (C)

Election District: c

THIS CONTRACT OF SALE (this “Contract”) is made this _____ day of _____, 2023 (the “Effective Date”), by and between BALTIMORE COUNTY, MARYLAND, a body corporate and politic, party of the first part (the “Seller” or the “County”); and, _____ of Baltimore County, State of Maryland, party of the second part (the “Buyer”).

WHEREAS, pursuant to Article 3, Title 9, Subtitle 104 of the Baltimore County Code, 2015, as amended, the County may sell and convey the County-owned property located at 3930 Perry Hall Road, containing approximately 3.911 acres, more or less, of ground (the “Property”), and as more particularly described in Exhibit A (the “Description”) and incorporated herein; and

WHEREAS, the Property is subject to a Deed of Preservation Easement with the Maryland Historical Trust dated October 17, 2003, and recorded among the Land Records of Baltimore County in Liber 19174, folio 558 (the “MHT Easement”); and

WHEREAS, on _____, 2023, by Resolution __ - 23, the County Council approved the sale of the Property by auction; and

WHEREAS, an auction was held on October ____, 2023, and the Buyer submitted the highest bid; and

WHEREAS, the Buyer, by execution of this Contract, agrees to purchase the Property at and for the purchase price of _____ AND _____ /100 DOLLARS (\$) (the “Purchase Price”), plus closing costs as defined in Section 4 below.

NOW THEREFORE WITNESSETH, that in consideration of the Buyer’s payment of the purchase price and transaction costs and upon the terms and conditions hereinafter set forth, the Seller does hereby bargain and sell unto Buyer, and the Buyer does hereby purchase from the Seller, the Property (hereinafter referred to as the “Property”), situate, lying and being in the _____ Election and _____ Councilmanic Districts of Baltimore County, State of Maryland, and being more particularly described in in Exhibit A.

FOR TITLE: See Deed and Agreement dated December 12, 2001 and recorded among the Land Records of Baltimore County at Liber 15894, folio 558, from Thomas W. Mele, II, Surviving Trustee of the Thomas W Mele Revocable Trust to Baltimore County, Maryland. The improvements thereon being known as Perry Hall Mansion, 3930 Perry Hall Road, Account no.

TOGETHER with the buildings and improvements thereupon erected, made or being and all and every the rights, alleys, ways, waters, privileges, appurtenances and advantages to the same belonging or in anywise appertaining.

AT AND FOR the price of **AND** /100 DOLLARS (\$) (the "Purchase Price").

IT IS MUTUALLY AGREED AND UNDERSTOOD between the parties hereto that this Contract is expressly contingent upon the following mutual covenants, terms and conditions of sale:

TERMS AND CONDITIONS

SECTION 1. EFFECTIVE DATE: The Contract shall be effective upon the date of the last signature among the Buyer and the County Executive (or his designee) (the "Effective Date").

SECTION 2. CONSIDERATION AND DEPOSIT:

Section 2.1. Payment of Purchase Price. At Closing, the balance of the Purchase Price (Purchase Price less the amount of the Deposit, if any) shall be payable by the Buyer to the Seller by certified check or cashier's check made payable to Baltimore County, Maryland, or by federal wire transfer from Buyer's account at a commercial banking institution insured by the Federal Deposit Insurance Corporation of then-current funds.

Section 2.2. Deposit. At the conclusion of the auction, Buyer deliver to the Seller a deposit in the amount of and 00/100 DOLLARS (\$) by certified check made payable to Baltimore County, Maryland (the "Deposit").

SECTION 3. CLOSING: At the time of settlement and upon payment of the unpaid purchase money, and all costs, a deed of release conveying the Property from Seller to Buyer shall be executed and delivered by Seller to Buyer (the "Closing"). Closing shall be scheduled within sixty (60) days from the date of this Contract, or at such other date as shall be mutually agreed to by the parties.

SECTION 4. CLOSING COSTS: Buyer shall pay all title examination fees, administrative fees, appraisal fees, attorneys' fees, conveyancing fees, notary fees, advertising costs, and all other incidental closing costs, excluding any interest or penalties accrued as a result of any delays caused by the Seller.

SECITON 5. TRANSFER TAXES: Buyer shall pay the cost of all recordation fees and taxes required by law.

SECTION 6. POSSESSION: Possession of the Property shall be given to the Buyer as of the date of closing.

SECTION 7. PROPERTY SOLD "AS IS, WHERE IS" AND SUBJECT TO MHT EASEMENT:

Section 7.1 MHT Easement. It is understood, acknowledged, and agreed by the Buyer that the Property will be conveyed to the Buyer subject to the MHT Easement. The Seller is not making and specifically disclaims, any representations, warranties or covenants, of any kind of character, expressed or implied, with respect to the Property's compliance or non-compliance with the MHT Easement.

Section 7.2 AS Is, Where Is. It is understood, acknowledged, and agreed by the Buyer that, except as otherwise expressly provided in this Contract, the Seller is not making and specifically disclaims, any representations, warranties or covenants, of any kind of character, expressed or implied with respect to the economical, functional, environmental, or physical condition of the Property, including, but not limited to: (a) matters of title, zoning, tax consequences, physical or environmental conditions, availability of access, ingress or egress, operating history or projections, valuation, governmental approvals, governmental regulations or any other matter or thing relating to or affecting the economical, functional, environmental or physical condition of the Property; (b) the value, condition, merchantability, marketability, profitability, suitability or fitness for a particular use or purpose of the Property; (c) the manner or quality of the construction or materials incorporated into the Property or any part thereof; or (d) the manner, quality, state of repair or lack of repair of the Property. The Buyer agrees that, with respect to the Property, it has not relied upon and will not rely upon, either directly or indirectly, any representation or warranty of the Seller, and/or any agent, representative, or servant of the Seller except as expressly provided in this Contract. The Buyer represents and warrants to the Seller that, except as otherwise expressly provided in this Contract: (a)

the Buyer is relying solely on the Buyer's own expertise and that of the Buyer's consultants with respect to the Property; (b) the Buyer has conducted such inspections, tests, studies and investigations of the Property (including, but not limited to, the physical and environmental conditions thereof) as the Buyer has deemed appropriate and shall rely upon the same; and (c) the Buyer shall assume the risk that adverse matters (including, but not limited to, adverse physical and environmental conditions) may not have been revealed by the Buyer's inspections, tests studies and investigations of the Property. The Buyer acknowledges and agrees that upon Closing, the Seller shall convey the Property to the Buyer in an "AS IS, WHERE IS" condition with all faults, and that there are no oral agreements, representations, warranties or covenants except as expressly provided in this Contract. The Buyer expressly agrees that the terms and conditions of this Section 7 shall survive closing or any termination of this Contract before Closing.

SECTION 8. DEFAULT: In the event the Buyer fails to perform or comply with any and all of the terms and conditions of this Contract, or fails to make full closing, then the Seller may cancel, rescind, or terminate said Contract at its option, retain any and all Deposit monies paid by Buyer and avail itself of any other action or right accorded at law or equity. The Property may be resold at risk of loss to the Buyer. In such event, the defaulting Buyer shall be liable for the payment of any deficiency in the purchase price, all costs and expenses of both sales, reasonable attorney's fees, all other charges due and incidental damages.

SECTION 9. AMENDMENTS: No changes, amendments, or modifications to this Contract will be considered valid or binding, unless mutually agreed to, in writing, and signed by all parties to this Contract.

SECTION 10. NOTICES: All notices required under this Contract shall be deemed duly served if hand delivered or when sent by one Party to the other Party, certified mail, return receipt requested, postage paid, to the address of said Party herein below set forth:

SELLER: Baltimore County, Maryland
Division of Real Estate Compliance
111 W. Chesapeake Avenue, Suite 112
Towson, Maryland 21204
Attn: Faith Thomas, Esq.
Telephone: 410-887-3251
Fax: 410-887-3270

BUYER:

Address:

Telephone:

SECTION 11. COUNTERPARTS: All parties mutually agree that this Contract may be executed in counterparts, each of which when considered together shall constitute the original Contract. A facsimile transmittal or an electronic transmittal of a signed acceptance, addendum, amendment or notice relating to this Contract received by facsimile or electronic mail transmission shall be deemed the equivalent of the original.

SECTION 12. NON-ASSIGNABILITY: All parties mutually agree that the terms hereof shall be binding upon them, their heirs, and their agents, personal representatives, successors, and authorized assigns; it being expressly understood and agreed, however, that none of the parties herein may assign or transfer this Contract, or the rights, duties and/or obligations hereunder without the written consent of the other parties.

Section 13. SEVERABILITY: No determination by any court, governmental or administrative entity or otherwise that any provision of this Contract 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.

SECTION 14. THIRD PARTY BENEFICIARY: Nothing contained in this Contract shall be construed so as to confer upon any other party the rights of a third party beneficiary, and the terms and conditions of this Contract shall be enforceable only by the Parties hereto.

SECTION 15. SURVIVAL: THOSE SECTIONS IN THIS CONTRACT WHICH BY THEIR NATURE ARE INTENDED TO SURVIVE, INCLUDING BUT NOT LIMITED TO, (a) THE REPRESENTATIONS AND WARRANTIES AND (b) THE OBLIGATIONS OF THE COUNTY AND THE BUYER TO BE PERFORMED AFTER THE CLOSING, SHALL SURVIVE THE EXECUTION AND DELIVERY OF THE DEED TO THE PROPERTY AND SHALL NOT BE MERGED THEREIN.

SECTION 16. NO PERSONAL INTEREST: No official, elected or appointed, or employee

of the County shall in any manner whatsoever, directly or indirectly, have any interest in or receive any further economic benefit from this Contract, except as specifically permitted by law. No official, elected or appointed, or employee of Baltimore County, Maryland shall be personally liable, in the event of any default or breach hereunder or for any amount, which may become due to the Buyer or any successor in interest, or on any obligations under the terms of this Contract.

SECTION 17. CAPTIONS: Designated captions of this Contract are for convenience and reference only, and in no way are intended to define or limit the intent, rights or obligations of the parties hereunder.

SECTION 18. APPLICABLE LAW: The respective rights and obligations regarding the Terms of Sale and the conduct of the sale shall be governed by and interpreted according to the laws of the State of Maryland and of no other state. The Buyer hereby submits to the jurisdiction of the courts of Baltimore County, Maryland.

SECTION 19. PRONOUNS: The singular shall include the plural, the plural the singular, and the masculine gender shall also apply to the feminine, and vice versa.

SECTION 20. DISCLOSURE OF POLITICAL CONTRIBUTIONS: The Buyer affirms that it is aware of, and will comply with, the provisions of Sections 14-101 through 14-108 of the Election Law Article of the Annotated Code of Maryland, as the same may be amended from time to time, that a person making or having a single contract, with a single governmental entities involving cumulative consideration of a least \$200,000.00 shall file an initial statement, and semi-annual statements as applicable, with the State Board of Elections disclosing applicable political contributions of \$500 or more, or the lack thereof.

SECTION 21. SELLER - A GOVERNMENTAL ENTITY: Buyer acknowledges that the Seller is a governmental entity and can exercise only those powers granted to it by law, and, therefore, in the event the Seller is prevented, restricted or delayed in the performance of any of the duties and obligations imposed upon the Seller or assumed by the Seller under the terms and provisions of this Contract as a result of any legal proceedings instituted by a third party or other legal impediment, the Seller shall not be liable for any costs, damages, injuries or liabilities caused to, suffered or incurred by the Buyer in connection with, or as a result of, any such legal proceedings or any such prevention, restriction or delay.

SECTION 22. TIME IS OF THE ESSENCE: Time is of the essence with respect to the provisions of this Contract. The failure of the Seller or the Buyer to perform any act as provided in this Contract by a prescribed date or within a prescribed time period shall be a default under this Contract and the non-defaulting Party, upon written notice to the defaulting Party, may declare this Contract null and void and of no further legal force and effect.

SECTION 23. INTEGRATION: THIS CONTRACT, TOGETHER WITH ANY ATTACHED ADDENDUMS, ATTACHMENTS, AND/OR EXHIBITS AND DRAWINGS AS PREVIOUSLY REFERENCED HEREIN, CONTAINS THE FINAL AND ENTIRE AGREEMENT BETWEEN THE PARTIES HERETO, AND NEITHER THEY, NOR THEIR AGENTS SHALL BE BOUND BY ANY TERMS, CONDITIONS, OR REPRESENTATIONS, NOT HEREIN WRITTEN.

IN WITNESS WHEREOF, the parties have caused the Contract to be duly executed and delivered.

WITNESS:

BUYER:

By: _____(SEAL)

Name:

Title:

Address:

Telephone Number:

(SELLER'S SIGNATURE ON NEXT PAGE)

WITNESS:

SELLER:

BALTIMORE COUNTY, MARYLAND

By: _____ (SEAL)

Stacy L. Rodgers
County Administrative Officer

APPROVED FOR LEGAL FORM AND SUFFICIENCY*
(Subject to Execution by the Duly Authorized Administrative
Official and/or Chairman of the County Council, as indicated)

OFFICE OF THE COUNTY ATTORNEY
(*Approval of Legal Form and Sufficiency Does Not
Convey Approval Or Disapproval of the Substantive
Nature of This Transaction. Approval is Based Upon
Typeset Document-All Modifications Require Re-Approval.)

Property Tax Acct #

EXHIBIT A

PROPERTY DESCRIPTION