



Town Council AGENDA

Monday, February 21, 2022 - 5:30 PM
Council Chambers, Easton Town Office
14 S Harrison Street

5:30 PM: Call to Order by President Cook.

Opening remarks and Pledge of Allegiance by Councilmember Rev. Davis.

Approval of Minutes.

Approval of minutes of February 7, 2022 meeting.

Municipal Official Items.

Items by Mayor Willey.

Mayor Willey to Administer Oath of Office to Chief of Police Alan W. Lowrey.

Items by the Town Manager.

Public Assembly Events:

- 1) Farmer's Market - 4/16 - 12/17
- 2) EVFD 5K - 4/16
- 3) Academy Art Museum Spring Event - 5/14
- 4) Chesapeake Children's Book Festival - 6/11
- 5) Pride Festival - 6/18

Items by the Town Attorney.

Presentations.

Corey Pack to give an overview with presentation of MLK Image Award to Shelton Hawkins.

Catherine Cripp, to discuss Eastern Shore Freedom Rowers.

Fire Board.

Public Hearings.

5:35 PM PUBLIC HEARING to discuss Ordinance No. 775, "AN ORDINANCE OF THE TOWN OF EASTON AMENDING THE TOWN BUDGET FISCAL YEAR 2022 FOR COMPETITIVE WAGES, PERSONNEL RETENTION & RECRUITMENT AND INFLATION RATES."

5:40 PM PUBLIC HEARING to discuss Ordinance No. 776, "AN ORDINANCE OF THE TOWN OF EASTON AUTHORIZING THE TOWN OF EASTON TO PURCHASE TWO PARCELS OF LAND BEING A PORTION OF PARCELS LOCATION AT 200 MARYLAND AVENUE AND 400 MARYLAND AVENUE (MAP 105 PARCEL 2229 AND PARCEL 2230) FOR EXTENSION OF THE RAILS TO

TRAILS."

5:45 PM PUBLIC HEARING to discuss Ordinance No. 777, "AN ORDINANCE OF THE TOWN OF EASTON AUTHORIZING THE TOWN OF EASTON TO SELL LOT 1 AT MISTLETOE HALL COMMERCE-BUSINESS PARK TO CHESTER STATION TRUST."

Legislation.

Resolution No. 6150, "A RESOLUTION OF THE TOWN OF EASTON AUTHORIZING THE EXECUTION OF A LEASE AGREEMENT WITH PHILLIPS WHARF ENVIRONMENTAL CENTER, INC. FOR A PORTION OF THE IMPROVEMENTS AT EASTON POINT PARK."

Ordinance No. 773, "AN ORDINANCE OF THE TOWN OF EASTON GRANTING THE APPLICATION OF D.R. HORTON, INC. FOR A PLANNED UNIT DEVELOPMENT UNDER THE PROVISIONS OF THE EASTON ZONING ORDINANCE."

AMENDED ORDINANCE NO. 774, "AN ORDINANCE OF THE TOWN OF EASTON DELETING SECTION 25-501(b) ALSO SHOWN AS 2) OF THE TOWN OF EASTON SUBDIVISION REGULATIONS (CHAPTER 25 OF THE TOWN CODE) RELATED TO THE REQUIREMENT TO INCLUDE ALLEYS AS PART OF A NEW MAJOR SUBDIVISION."

Public Participation/Comments.

Items by Members of the Council:

Adjournment.

The public can access the meeting as follows:

<https://www.eastonmd.gov/129/Agendas-Minutes>

If you are an Easton Cable subscriber, you can view the meeting through TV-Channel 98.

Please note: There is a possibility of all or part of the meeting may be held in Closed Session.

EASTON POLICE DEPARTMENT

"With Pride We Serve"

UPCOMING PUBLIC ASSEMBLY EVENT

TO: Mayor Willey and Don Richardson
DATE: February 3, 2022
PREPARED BY: 1st Sgt. E. Kellner #0144

EVENT: 2022 Farmers Market

APPLICANT: Marie Nuthall – Avalon Foundation

LOCATION: Municipal Lot 5

DATE/TIME: Saturday's from 8am to 1pm (April 16th – December 17th)

ATTENDANCE: 500 people (spread out over the entire 5 hour event)

PURPOSE: Sales of produce and crafts by local farmers/crafters

SPECIAL REQUESTS: Restriction on parking during the event for the entire lot. Request for crossing guard at Harrison Street and Brewers Lane during peak attendance (9:30am to 11:30am).

APPROXIMATE COST: \$2,340.00

1 Crossing Guard for 2 hours each Saturday (36 Saturdays) at a rate of \$65/hr. = \$2,340.00 for the 2022 season.

***This would be a voluntary assignment offered to our part-time crossing guard staff. Easton Police cannot guarantee a crossing guard will be present every Saturday during the event.

RECOMMENDATIONS: Recommend approval.

EASTON POLICE DEPARTMENT

"With Pride We Serve"

UPCOMING PUBLIC ASSEMBLY EVENT

TO: Mayor Willey and Don Richardson

DATE: February 17, 2022

PREPARED BY: 1st Sgt. E. Kellner #0144

EVENT: Easton Volunteer Fire Dept. 5K Run

APPLICANT: Donald Abbatiello / EVFD

LOCATION: 5K Route – Start at Fire Dept., cross S. Aurora onto Magnolia, Rails to Trails, Chapel Rd., Washington St., Creamery Ln, return to Fire Dept.

DATE/TIME: April 16, 2022 10:30am - 12:00pm

ATTENDANCE: 150 – 200

PURPOSE: Fundraiser for EVFD

SPECIAL REQUESTS: Police assistance at N. Aurora / Washington St and N. Aurora and Magnolia Street for road crossing. Police assistance placing cone pattern along N Washington Street posting no parking on Creamery Lane and N. Washington St. Roaming bike patrol officers.

APPROXIMATE COST: 4 officers assist with traffic control, roam during the event, and deploy/remove cones. 12 total man hours at \$65 per hour rate = \$780.00. Plus \$100 permit fee.

RECOMMENDATION: Approve

EASTON POLICE DEPARTMENT

"With Pride We Serve"

UPCOMING PUBLIC ASSEMBLY EVENT

TO: Mayor Willey and Don Richardson
DATE: February 9, 2022
PREPARED BY: 1st Sgt. E. Kellner #0144

EVENT: Academy Art Museum Spring Event

APPLICANT: Elaine Gallagher – Academy Art Museum

LOCATION: 106 South St, Easton, MD

DATE/TIME: May 14, 2022 from 5pm – 8pm

ATTENDANCE: Approx. 160

PURPOSE: Fundraiser

DETAILS: Stage and tent to be set up in the street.

SPECIAL REQUESTS: Closure of South St between Harrison Street and Talbot Lane from 9am to 11pm to allow for set-up/break down. Use of sound amplification system for guest speakers

EPD CONCERNS: None

APPROXIMATE COST: On-duty officers will handle, no overtime anticipated

Two on-duty officers will deploy No Parking signage on South Street between Harrison St and Talbot Lane prior to the event, then place barricades at South St/Harrison St and at South St/Talbot Ln just prior to the start of the event. At the conclusion, officers will pick-up signage and barricades. Total man hours – 3.

RECOMMENDATION: Approve

EASTON POLICE DEPARTMENT

"With Pride We Serve"

UPCOMING PUBLIC ASSEMBLY EVENT

TO: Mayor Willey and Don Richardson
DATE: February 15, 2022
PREPARED BY: 1st Sgt. E. Kellner #0144

❖ **EVENT:** Chesapeake Children's Book festival

APPLICANT: Sabine Simonson / Talbot Free Library

LOCATION: 100 W Dover Street / Municipal Parking Lot across street

DATE/TIME: June 11, 2022 10am – 2pm

ATTENDANCE: 500-700 persons

PURPOSE: Promote children reading books

DETAILS: Event will be held at the municipal parking lot across the street from the library. A tent will be erected.

SPECIAL REQUESTS: Closure of municipal lot across from library (Old Gas Plant Lot) on 6/10/22 @ 12pm to allow for tent to be set up. Tent will remain in place and lot will be closed until conclusion of the event on 6/11/22

EPD CONCERNS: None

APPROXIMATE COST: \$100.00

- On duty officers will handle closure of lot, no overtime costs.
- \$100 permit fee.

RECOMMENDATION: Approve

EASTON POLICE DEPARTMENT

"With Pride We Serve"

UPCOMING PUBLIC ASSEMBLY EVENT

TO: Mayor Willey and Don Richardson
DATE: February 1, 2022
PREPARED BY: 1st Sgt. E. Kellner #0144

EVENT: Pride Festival

APPLICANT: Tina Grace Jones – Delmarva Pride Center

LOCATION: Harrison Street – From Goldsborough to South Streets

DATE/TIME: June 18, 2022 11am – 3pm

ATTENDANCE: 500

PURPOSE: Festival

DETAILS:

- Food truck vendors set up throughout the venue
- Vendor and activity tents set up along Harrison Street
- There will only be one small stage setup for live, local music on Harrison Street just north of the Dover Street intersection.
- See attached map and addendum for additional details
- Trash pickup and street sweeping to be completed by festival coordinators

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SPECIAL REQUESTS:

- Street Closures –
 - Harrison Street from Goldsborough to South Street
 - Dover Street from Talbot Lane to Shore United Bank
 - Roads closed to allow set up 90 minutes before the event (9:30AM) and 90 minutes after event concludes for clean-up (roads open at 4:30pm)

- Have 6 portable restrooms set up at Town Parking Lot #1

EPD CONCERNS:

- Traffic control and direction will be required at 3 road closure points
- Blocking vehicles/barriers will be needed at 4 road closure points

APPROXIMATE COST: \$2,730.00

- 1 officer at each of the 3 major street closure points for 7 hours @ \$65/hr rate.
- 3 officers to provide security during the event @ \$65/hr rate

RECOMMENDATION: Council discretion

NOTICE

The Council of the Town of Easton will hold a public hearing on Monday, February 21, 2022 at 5:35 P.M. in the Council Meeting Room, 14 South Harrison Street. The purpose of this hearing is to discuss Ordinance Number 775, “AN ORDINANCE OF THE TOWN OF EASTON AMENDING THE TOWN BUDGET FISCAL YEAR 2022 FOR COMPETITIVE WAGES, PERSONNEL RETENTION & RECRUITMENT AND INFLATION RATES.”

Copies of Ordinance 775 are on file in the office of the Town Clerk and are available for public inspection during normal business hours. They may also be found on the Town’s website www.eastonmd.gov . The public is hereby invited to attend the hearing and all interested parties shall be entitled to appear and be heard.

Persons wishing to attend or participate in the public hearing who require special accommodations or assistance because of a disability should contact the Town Clerk, Kathy Ruf at the Town Office, telephone number (410) 822-2525 during normal business hours by February 18, 2022.

Kathy M. Ruf
Town Clerk

Note to Star Democrat: Please publish the above ad in the Friday, February 11, 2022, and Wednesday, February 16, 2022 issues of the Star Democrat and send a Certificate of Publication to: Town Clerk, Town of Easton, P.O. Box 520, Easton, MD 21601.

Ordinance No. 775

AN ORDINANCE OF THE TOWN OF EASTON AMENDING THE TOWN BUDGET FISCAL YEAR 2022 FOR COMPETITIVE WAGES, PERSONNEL RETENTION & RECRUITMENT AND INFLATION RATES

Introduced By: _____

WHEREAS, the Town Council passed Ordinance 761 an Ordinance of the Town of Easton establishing the Town Budget for Fiscal Year 2022 on June 7th 2021; and

WHEREAS, the Town Council passed Ordinance 768 an Ordinance of the Town of Easton amending the Town Budget for Fiscal Year 2022 for the American Rescue Plan Act on September 20th 2021; and

WHEREAS, at the December 20th 2021 council meeting the award of the West Glenwood Avenue Stream Restoration bid included a reduction of funds allocated to the General Fund and a increase in Capital Fund in the amount of \$51,394; and

WHEREAS, the Town of Easton wishes to reduce certain Capital Fund projects included within the Town Budget and reallocated those funds to General Fund in the amount of \$315,550 to begin to address competitive wages, personnel retention-recruitment and inflation rates; therefore

SECTION 1. BE IT ENACTED AND ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF EASTON, that the budget for the twelve month period from July 1, 2021, as submitted by Mayor Robert C. Willey is amended to read:

ESTIMATED REVENUE-GENERAL FUND

TAXES

Property Taxes

Real Property	\$ 12,259,551
Unincorporated Personal	\$ 25,000
Personal Property-Corporation	\$ 800,000
Railroads & Public Utilities	\$ 105,000
Discounts Allowed on Taxes	\$ (70,000)
Penalties and Interest	\$ 44,700

Income Taxes

Income Tax-State Shared	\$ 1,995,000
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Other Local Taxes

Admissions and Amusement	\$ 1,500
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State Shared Taxes

Franchise-Corp. Filing	\$ 750
Highway User	\$ 894,728

TOTAL TAXES

\$ 16,056,229

LICENSES & PERMITS

Business License & Permits

Trader's License-State Shared	\$	60,000
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Other Licenses & Permits

Building Permits	\$	273,500
Alteration Permits	\$	246,000
Mechanical Permits	\$	82,500
Plumbing Permits	\$	40,000
Electrical Permits	\$	66,200
Sign Permits	\$	12,800
Use & Occupancy Permits	\$	65,000
Sidewalk Café Permits	\$	300
Rental Housing License	\$	88,000
Other License and Permits	\$	1,000

TOTAL LICENSES & PERMITS	\$	935,300
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REVENUE FROM OTHER GOVERNMENTS

Federal Grants	\$	8,212,631
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State Grants

Police Protection	\$	242,044
Conservation and Critical Area	\$	4,500
Fire, Rescue and Ambulance	\$	13,000
Other State Grants	\$	45,000

County Shared Taxes

Financial Corporations	\$	5,723
Hotel/Motel Tax	\$	425,000
Other County Grants	\$	-

TOTAL REVENUE FROM OTHER GOVERNMENTS	\$	8,947,898
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SERVICE CHARGES

General Government

Zoning & Subdivision	\$	70,000
Other General Government Service Charges	\$	30,000

Public Safety

Crossing Guard Service	\$	52,200
Other Police Service	\$	32,425

Highway & Streets

Street and Curb Repairs	\$	20,000
Public Parking Facilities	\$	75,000

Sanitation & Waste Removal

Waste Collection & Disposal	\$	1,202,275
Recycling	\$	464,465
Other	\$	16,500

Recreation

Recreation	\$	-
Other Recreation	\$	25,000

Economic Development

	\$	-
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TOTAL SERVICE CHARGES	\$	1,987,865
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FINES & FORFEITURES

Parking Fines	\$ 40,000	
Municipal Infractions	\$ -	
Inspection Violations	\$ 9,800	
TOTAL FINES & FORFEITURES		\$ 49,800

MISCELLANEOUS REVENUE

Interest Income	\$ 130,000	
Investment Income	\$ -	
Rents & Concessions	\$ 4,000	
Contributions and Donations	\$ -	
Payment in Lieu of Tax-EUC	\$ 2,322,000	
Sale of Town Property	\$ 45,000	
Miscellaneous	\$ 5,000	
TOTAL MISCELLANEOUS REVENUE		\$ 2,506,000

INTERFUND TRANSFER

Transfer In	\$ 2,171,450	
TOTAL INTERFUND TRANSFER		\$ 2,171,450

DEBT PROCEEDS

Proceeds from Bond and Loans	\$ -	
TOTAL DEBT PROCEEDS		\$ -

TOTAL GENERAL FUND REVENUE**\$ 32,654,542****ESTIMATED EXPENDITURES-GENERAL FUND****GENERAL GOVERNMENT**

Town Council	\$ 164,775	
Town Clerk	\$ 252,190	
Mayor	\$ 102,974	
Town Manager	\$ 729,110	
Financial Administration	\$ 1,218,849	
Planning and Zoning	\$ 624,707	
General Services Municipal Building	\$ 485,942	
TOTAL GENERAL GOVERNMENT		\$ 3,578,547

PUBLIC SAFETY

Police	\$ 7,859,702	
Traffic Control	\$ 48,276	
Fire Department	\$ 343,382	
Code Enforcement	\$ 650,355	
Rental Housing Inspection	\$ 220,766	
Town Engineering	\$ 972,343	
TOTAL PUBLIC SAFETY		\$ 10,094,824

PUBLIC WORKS

Public Works Administration	\$ 748,065	
Waste Collection	\$ 2,087,956	
Street, Road and Alley Maintenance	\$ 1,619,293	
Street, Road and Alley Construction	\$ 758,888	
TOTAL PUBLIC WORKS		\$ 5,214,202

RECREATION

Parks & Recreation Administration	\$ 507,151	
TOTAL RECREATION		\$ 507,151

ECONOMIC DEVELOPMENT

Economic Development	\$ 3,810,760	
TOTAL ECONOMIC DEVELOPMENT		\$ 3,810,760

MISCELLANEOUS

Miscellaneous	\$ 60,491	
Retirement & Pension	\$ 376,700	
Contingency	\$ -	
Liability & Other Insurance	\$ 246,755	
Appropriations to Others	\$ -	
TOTAL MISCELLANEOUS		\$ 683,946

DEBT SERVICE

Principal	\$ 109,712	
Interest	\$ 24,431	
TOTAL DEBT SERVICE		\$ 134,143

INTERFUND TRANSFERS

Transfer to Debt Service	\$ 1,025,484	
Transfer to Capital	\$ 7,605,485	
Transfer to Land Enterprise	\$ -	
TOTAL INTERFUND TRANSFERS		\$ 8,630,969

**TOTAL GENERAL FUND EXPENDITURES AND
OTHER FINANCING USES****\$ 32,654,542****ESTIMATED REVENUE-CAPITAL FUND****INTERFUND TRANSFERS**

Transfer from Debt Service	\$ -	
Transfer from General Fund	\$ 7,605,485	
Transfer from Impact Fee	\$ -	
TOTAL INTERFUND TRANSFER		\$ 7,605,485

DEBT PROCEEDS

Proceeds from Bond and Loans	\$ -	
TOTAL DEBT PROCEEDS		\$ -

TOTAL CAPITAL FUND REVENUE**\$ 7,605,485**

ESTIMATED EXPENDITURES-CAPITAL FUND**GENERAL GOVERNMENT**

Town Council	\$	40,000	
Town Clerk			
Mayor	\$	25,000	
Town Manager	\$	145,000	
Elections			
Financial Administration	\$	5,200	
Planning and Zoning			
General Services Municipal Building	\$	<u>17,450</u>	
TOTAL GENERAL GOVERNMENT			\$ 232,650

PUBLIC SAFETY

Police	\$	136,115	
Traffic Control			
Fire Department	\$	99,000	
Code Enforcement			
Rental Housing Inspection	\$	35,000	
Traffic Engineering - Engineering	\$	<u>6,003,141</u>	
TOTAL PUBLIC SAFETY			\$ 6,273,256

PUBLIC WORKS

Public Works Administration	\$	26,400	
Sanitation	\$	439,279	
Street, Road and Alley Maintenance	\$	30,000	
Street, Road and Alley Construction	\$	<u>450,900</u>	
TOTAL PUBLIC WORKS			\$ 946,579

RECREATION

Parks & Recreation	\$	<u>153,000</u>	
TOTAL RECREATION			\$ 153,000

ECONOMIC DEVELOPMENT

Economic Development	\$	<u>-</u>	
TOTAL ECONOMIC DEVELOPMENT			\$ -

TOTAL CAPITAL FUND EXPENDITURES**\$ 7,605,485**

ORDINANCE NO. 776

AN ORDINANCE OF THE TOWN OF EASTON AUTHORIZING THE TOWN OF EASTON TO PURCHASE TWO PARCELS OF LAND BEING A PORTION OF PARCELS LOCATION AT 200 MARYLAND AVENUE AND 400 MARYLAND AVENUE (MAP 105 PARCEL 2229 AND PARCEL 2230) FOR EXTENSION OF THE RAILS TO TRAILS

INTRODUCED BY: _____

WHEREAS, the Town of Easton is currently in the process of extending its rails to trails and wishes to purchase property to facilitate that extension;

WHEREAS, the Town of Easton wishes to acquire the two parcels of land being a portion of 200 Maryland Avenue owned by Wesleen LLC which is 0.09 acres of Parcel 2230 on Talbot County Tax Map 105 and a portion of 400 Maryland Avenue owned by Willow Construction, Inc. which is 0.19 acres of Parcel 2229 on Talbot County Tax Map 105 along with any interest the Sellers have in a 12-foot strip of land and together with a right-of-way over property owned by Edgar J. Orme, III and Katherine W. Orme (collectively, the “Property”);

WHEREAS, the Property is more particularly shown on a plat entitled “MINOR SUBDIVISION ON THE LANDS OF WILLOW CONSTRUCTION, INC. AND WESLEEN, LLC TOWN OF EASTON TALBOT COUNTY TAX MAP 105, PARCELS 2229 & 2230” dated December 8, 2021, prepared by Lane Engineering, LLC and intended to be recorded in the Land Records for Talbot County;

WHEREAS, in accordance with § 5-204(c)(1) of the Local Government Article of the

Annotated Code of Maryland and for the reasons articulated herein, the Town Council has determined that the Property is needed for a public purpose; and

WHEREAS, the Town Council wishes to approve the proposed Agreement of Sale attached hereto as Exhibit A.

NOW, THEREFORE, be it ordained by the Town of Easton that:

Section 1. The recitals set forth above are incorporated herein by reference and made a part of this Ordinance.

Section 2. In accordance with § 5-204(c)(1) of the Local Government Article of the Annotated Code of Maryland, the Town Council has determined that the Property is needed for a public purpose.

Section 3. The Purchase and Sale Agreement attached hereto as Exhibit A is hereby approved.

Section 4. The Mayor may make changes to the attached Agreement of Sale necessary to effectuate the purpose of this Resolution, except that he may not alter the Purchase Price;

Section 5. The Mayor is hereby authorized to take whatever additional actions are reasonably necessary to effectuate the terms of this Ordinance;

Section 6. Any prior execution and delivery of documents related to the purchase of the Property that are consistent with the purpose of this Ordinance, are hereby ratified and approved;

Section 7. In accordance with Article II, Section 9 of the Easton Town Charter, this ordinance shall become effective on the later of twenty (20) calendar days after approval by the Mayor or passage of this ordinance by the Council over the Mayor's veto.

Silverstein	-
Abbatiello	-
Engle	-
Davis	-
Cook	-

I hereby certify that the above Ordinance was passed by a yea and nay vote of the Council this _____ day of _____, 2022.

Megan J. M. Cook, Town Council President

Delivered to the Mayor by me this _____ day of _____, 2022.

Kathy M. Ruf, Town Clerk

APPROVED:

Date: _____

Robert C. Willey, Mayor

EFFECTIVE DATE: _____, 2022.

AGREEMENT OF SALE

THIS AGREEMENT OF SALE (this "Agreement" or "Agreement of Sale"), by and between:

Purchaser (or Buyer): Town of Easton
Purchaser's Address: 14 South Harrison Street
Easton, MD 21601

Hereinafter referred to as "Purchaser".

Seller: Wesleen LLC ("Wesleen")
Seller's Address: P.O. Box 521
Easton, Maryland 21601
Attn: Donna J. Layrisse

And

Willow Construction Inc. ("Willow")
P.O. Box 521
Easton, Maryland 21601
Attn: William W. Ditman, President

Collectively referred to as "Seller"

Property Address: A portion of 200 Maryland Avenue (approximate size 0.09 acres)
Easton, MD 21601 (Map 105, Parcel 2230, Account 01-021060)
and a portion of 400 Maryland Avenue (approximate size 0.19 acres)
Easton, MD 21601 (Map 105, Parcel 2229, Account 01-009818)

Effective Date of Agreement: This Agreement shall have an effective date of
November 11, 2021, the date upon which this Agreement has been
executed and delivered by all parties.

1. **PURCHASE AND SALE.** The Seller sells and the Purchaser purchases in fee simple an approximate 0.09 acre parcel being a portion of 200 Maryland Avenue located in Talbot County, Maryland, as described in a deed recorded among the Land Records of Talbot County, Maryland, in Liber 2047, Folio 142 (Map 105, Parcel 2230, Account 01-021060)("Parcel 1"), and an approximate 0.19 acre parcel being a portion of 400 Maryland Avenue located in Talbot County, Maryland, as described in a deed recorded among the Land Records of Talbot County, Maryland in Liber 519 Folio 95 (Map 105, Parcel 2229, Account 01-009818)("Parcel 2"), the parcels being also shown on the attached Exhibit A; and

Together with a right-of-way over property owned by Edgar J. Orme, III and Katherine W. Orme for purposes of ingress and egress from Aurora Street to the property owned by Willow Construction Inc. as reserved by Willow Construction Inc. in a deed recorded among the Land Records of Talbot County at Liber 659, Folio 144; and

In the event either Seller has any interest in the 12-foot strip of land adjacent to Seller's property, being part of the former Baltimore, Chesapeake and Atlantic Railway and being part of the property which was conveyed to Delmarva Power & Light Company of Maryland by deed from Baltimore and Eastern Railroad Company and recoded among the Land Records of Talbot County, Maryland at Liber 448, Folio 219 and shown as "12' WIDE RIGHT-OF-WAY" on the attached Exhibit A, Seller agrees to convey the 12-foot strip of land to Purchaser without warranty of title.

Hereinafter referred to collectively as the "Property", together with all fixtures and improvements thereon and all rights and appurtenances thereto, except as set forth below.

2. **PURCHASE PRICE.** The Purchase Price is TWO HUNDRED FIFTY THOUSAND DOLLARS (\$250,000.00) to be apportioned between the Sellers as follows:

To Willow: One Hundred Seventy-Five Thousand Dollars (\$175,000.00)

To Wesleen: Seventy-Five Thousand Dollars (\$75,000.00)

The Purchase Price shall be payable as follows: An initial non-refundable escrow payment in the amount of TEN THOUSAND DOLLARS (\$10,000.00) upon acceptance of the Agreement by Seller hereinafter be referred to as the "Deposit". The Deposit shall be held in escrow until the time of final Settlement (as defined below) and disbursed in accordance with this Agreement at the time of Settlement or in accordance with a properly executed disposition of Deposit agreement signed by both Seller and Purchaser. If Seller does not execute and deliver this Agreement to Purchaser, the Deposit shall be immediately returned to the Purchaser. The balance of the Purchase Price, less the Deposit, shall be paid at the time of Settlement in cash, by certified check, or by a wire transfer in accordance with instructions provided by Seller at the time of Settlement.

3. **DEPOSIT.** The Deposit required herein shall be held by Sharon M. VanEmburch, Town Attorney, Town of Easton, Maryland, in escrow, in an interest-bearing escrow account in accordance with Maryland Law, until the time of Settlement and then disbursed in accordance with the terms of this Agreement. Interest to the benefit of Purchaser shall be paid on the Deposit from the date the Deposit is placed in said account until the date the Deposit is withdrawn. For the purposes hereof, the term "Deposit" shall include any interest earned thereon. The parties agree that the date of deposit shall be the date which the depository institution credits the account and the date of withdrawal is the date the depository releases the Deposit to the escrow agent for Settlement or disbursement to the Seller or the Purchaser as herein provided. The Purchaser agrees to execute an IRS W-9 form and such other documentation as the depository institution may require. Seller recognizes that escrow agent is Purchaser's attorney and the fact that she is holding the Deposit shall not impair her ability to continue to represent Purchaser.

4. **CONTINGENCIES.** The mutual obligations of Purchaser and Seller to perform the provisions of this Agreement are contingent upon:

- a. The Easton Town Council's approval of an ordinance authorizing the purchase of the Property in accordance with the provisions of §5-204 of the Local Government Article of the Maryland Annotated Code; and
- b. The Town receiving approval for a lot line revision or subdivision of the property owned by Wesleen and Willow to create Parcels 1 and 2.

5. **SETTLEMENT.** Settlement shall be on or before sixty (60) days after the satisfaction of the contingencies set forth in Paragraph 4, or sooner by mutual written agreement of the parties ("Settlement" or the "Closing Date"); provided, however, that Seller shall have the right to terminate this Agreement if Settlement does not take place on or before February 15, 2022

6. **PROPERTY USE AND ZONING.** Purchaser assumes the responsibility for determining that the intended use of the Property conforms with the present zoning and use restrictions. Neither the Seller nor the Seller's agents make any warranties or representations that the present zoning and use restrictions will permit the Property to be used as intended by the Purchaser.

7. **WARRANTIES BY SELLER.** The Seller represents and warrants to Purchaser:

- a. That, to Seller's knowledge and except for the twelve foot (12') strip referenced in Paragraph 1 above, Seller has good, free and merchantable title to the Property, free and clear of any liens, encroachments and leases, other than those that are of record. Any financial liens that encumber the Property shall be released at or prior to Settlement. To the best of Seller's knowledge, there is no action, suit or proceeding pending, or, to the knowledge of Seller, threatened against or affecting the Seller, the Property or any portion thereof, in any court or before any federal, state, county, or municipal department, commission, board, bureau, agency, or other governmental authority. The Seller shall give prompt written notice of

any such action, suit or proceeding arising subsequent to the date hereof and prior to the date of Settlement, to the extent that Seller acquires knowledge thereof.

- b. (i) To the best of Seller's knowledge, there are no asbestos, radon, PCBs, or other Hazardous Substances (as that term is defined in Subparagraph ii) on, in, under, or about the Property. Seller has no knowledge that the Property is in violation, or has been in violation, of any Environmental Laws. Seller has not received any notice or other communication, written or oral, from the United States Environmental Protection Agency or any other governmental authority, alleging that the Property is in violation of any Environmental Laws, and to the best of Seller's knowledge, the Property is not currently under investigation by any such agency.

(ii) For the purpose of this Agreement, the term "Hazardous Substances" shall mean substances defined as a "hazardous substance" or "toxic substance" in the Environmental Laws. As used herein, "Environmental Laws" shall mean the Comprehensive Environmental Response, Compensation and Liability Act, as amended, 42 U.S.C 9601-9630, in the Superfund Amendments and Reauthorization Act, 42 U.S.C 9601-9630, and in the Resource Conservation and Recovery Act, 42 U.S.C 6901-6992, and in the Clean Air Act, 42 U.S.C 7401-7608, as any of the preceding may be amended from time to time, and any other substances considered hazardous, toxic or otherwise harmful pursuant to any other applicable federal, State of Maryland or local laws or regulations relating to pollution or protection of human health or the environment.

- c. Wesleen is a limited liability company organized under the laws of the State of Maryland and in good standing and authorized to do business in the State of Maryland. Willow is a corporation organized under the laws of the State of Maryland and in good standing and authorized to do business in the State of Maryland.
- d. All of the warranties and representations of the Seller set forth in this Agreement shall be true and correct in all material respects on and as of the Closing Date of Settlement as though made at that time and shall survive closing. In the event that any of the warranties and representations of the Seller shall not be true and correct in all respects on and as of the date of Settlement, the Purchaser shall have the right to terminate this Agreement, in which event the Deposit shall be returned to the Purchaser, the Seller shall reimburse the Purchaser for its actual expenses up to a maximum amount of Five Hundred Dollars (\$500.00)

8. TIMELINESS. Time is of the essence in this Agreement.

9. SETTLEMENT COSTS. THE PURCHASER SHALL BE ENTITLED TO SELECT HIS/HER OWN TITLE COMPANY, SETTLEMENT COMPANY, ESCROW COMPANY OR TITLE ATTORNEY. The Purchaser will select title insurance, settlement, or escrow company or employ its own title attorney. In either event, Purchaser authorizes the examination of title and preparation of all necessary conveyancing documents and, subject to any statutory restrictions, agrees to pay all costs on account thereof including settlement charges, document preparation costs, conveyancing fees, notary and recordation charges, tax certificate, survey where required, and lender's fees. Seller agrees to pay normal settlement obligations of Seller RECORDATION TAX AND TRANSFER TAXES REQUIRED BY LAW SHALL BE PAID BY THE SELLER AND PURCHASER IN ACCORDANCE WITH THE APPLICABLE GRANTOR AND GRANTEE TAX APPLICABLE TO EACH PARTY; PROVIDED, HOWEVER, THAT TRANSFERS OF PROPERTY TO THE PURCHASER AS A GRANTEE ARE EXPECTED TO BE EXEMPT FROM RECORDATION TAXES AND TRANSFER TAXES AND SUCH TAXES ARE NOT ANTICIPATED TO APPLY TO THE TRANSACTION DESCRIBED HEREIN.

10. DEED AND TITLE. Upon payment of the unpaid Purchase Price, Seller, at Seller's expense, agrees to execute and deliver to the Purchaser a good and sufficient deed for the Property, containing covenants of special warranty and further assurances; provided, however, that any warranties made by Seller shall not apply to the twelve-foot (12') strip referenced in Paragraph 1 above and if included in the transfer to Purchaser, such twelve-foot (12') strip shall be conveyed on a quitclaim basis only. Except as set forth herein, title to the Property is to be good and merchantable, free of liens and encumbrances except as provided herein and except for use and occupancy restrictions of public record which are generally applicable to properties in the immediate neighborhood or subdivision in which the

Property is located, and publicly recorded easements for public utilities and any other easements which may be observed by an inspection of the Property.

If Seller is unable to give good and merchantable title to those portions of the Property described herein other than the twelve-foot (12') strip referenced in Paragraph 1 above, the Seller, at its expense, shall have the option of curing any defects so as to enable the Seller to give good and merchantable title. If Seller elects to cure any defects in title, this Agreement shall continue to remain in full force and effect and the date of Settlement shall be extended for a period not to exceed sixty (60) calendar days. If Seller does not elect or is unable to cure such title defects within sixty (60) calendar days, the Purchaser, at Purchaser's option and upon written notice to Seller, may settle on the Property and take such title as Seller can give without reduction to the Purchase Price or declare this Agreement null and void, in which event the Deposit shall be promptly returned to the Purchaser and there shall be no further liability or obligation on either of the parties hereto and this Agreement shall become null and void and of no further legal effect.

11. POSSESSION. Seller shall deliver the Property to the Purchaser free from any tenancies and encumbrances at the time of Settlement. In the event Seller shall fail to give vacant possession free from all tenancies and encumbrances, Purchaser may, at its option, declare Agreement shall be null and void and the Deposit shall be immediately returned to the Purchaser. Seller hereby waives all notices to quit as provided by the laws of the State of Maryland.

12. COMPLIANCE WITH NOTICES. All notices of violation of orders or requirements noted or issued by any federal, state, county or local authority, excluding eminent domain proceedings, or actions in any court or account thereof, against or affecting the Property at the date of Settlement, shall be complied with by the Seller and the Property conveyed free and clear thereof.

13. PROPERTY CONDITION. At the time of Settlement, Seller will deliver the Property on substantially the same physical condition as existed on the date of this Agreement, normal wear and tear excepted. In addition to any other specific inspections provided for in this Agreement, the Purchaser, upon reasonable notice to the Seller, shall have the right of one (1) pre-Settlement inspection of all the Property at least seventy-two (72) hours prior to Settlement to determine that the condition of the Property is in substantially the same condition as existed on the date of this Agreement. Except as expressly contained in this Agreement, no other warranties have been made by the Seller or relied upon by Purchaser. All personal property, goods and inventory not otherwise described as included in the purchase price shall be removed from the Property as of Settlement. Any such personal property and inventory remaining on site after settlement shall be deemed abandoned by the Seller and available to the Purchaser to dispose of at its option.

This Agreement is not contingent upon satisfaction of any inspections. Nevertheless, Purchaser may conduct such studies of the Property, including, without limitation, architectural, engineering, environmental, soil boring, survey, topographic, hydrologic, geologic, or similar studies, tests or investigations as Purchaser, deems appropriate to gather information regarding the Property. Seller shall cooperate fully with Purchaser and its agents in permitting access to the Property to conduct the studies. Access shall be during normal business hours after the giving of reasonable, advance notice to Seller and Purchaser shall repair and restore any damage to the Property caused by Purchaser's inspection activities described herein

EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT AND IN THE DOCUMENTS TO BE DELIVERED AT CLOSING, PURCHASER IS ACQUIRING THE PROPERTY "AS IS," "WHERE IS" AND "WITH ALL FAULTS," AND SELLER HAS NOT MADE AND DOES NOT AND WILL NOT MAKE ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WITH RESPECT TO THE QUALITY, PHYSICAL CONDITION, EXPENSES, LEGAL STATUS, ZONING, VALUE, UTILITY OR POTENTIAL OF THE PROPERTY, OR ANY OTHER MATTER OR THING AFFECTING OR RELATING TO THE PROPERTY OR THIS AGREEMENT THAT MIGHT BE PERTINENT IN CONSIDERING WHETHER TO PURCHASE THE PROPERTY OR TO MAKE AND ENTER INTO THIS AGREEMENT, AND EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT AND IN THE DOCUMENTS TO BE DELIVERED AT

SETTLEMENT, SELLER HAS NOT MADE, AND PURCHASER HAS NOT RELIED UPON, ANY SUCH REPRESENTATIONS.

14. RISK OF LOSS The risk of damage or destruction of the Property during the pendency of this Agreement shall be borne by Seller.

15. ADJUSTMENTS. Rent, ground rent, water rent, and other assessments, if any, shall be adjusted and apportioned as of the date of Settlement. 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 District Sanitary Commission or other benefit charges, assessments or liens, or encumbrances for sewer, water, drainage, paving, 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 Purchaser, whether assessments have been levied or not as of the date of Settlement is applicable.

16. GROUND RENT. [Intentionally Deleted.]

17. DEFAULT. Failure on the part of the Purchaser to comply with the terms, covenants, and conditions of this Agreement shall constitute a default and forfeiture of the Deposit and shall entitle the Seller, as its sole and exclusive remedy to (a) retain the Deposit paid by the Purchaser; or (b) an action for specific performance of this Agreement. If Seller fails to comply with the terms of this Agreement, Purchaser shall, as its sole and exclusive right and remedy, have the right to (a) terminate this Agreement and be entitled to a prompt return of the Deposit; or (b) pursue an action for specific performance.

Neither Purchaser nor Seller shall exercise any of its rights or remedies set forth above until a period of five (5) days has transpired following delivery of written notice of such default to the other party and the default remains uncured after the expiration of such five (5) day period.

If a dispute arises between the parties to the transaction as to the disposition of the Deposit, the escrow agent holding the Deposit shall (1) hold these funds until the escrow agent receives a disposition of deposit agreement signed by Seller and Purchaser authorizing the disposition of the funds or (2) hold these funds until such time as one of the parties to this Agreement files suit and the court in which the suit is filed orders the disbursement of these funds, or (3) may pay such monies into the court by filing an action of interpleader.

18. BROKER. The parties hereto each represent unto the other that there are no real estate brokers involved in this transaction. In the event that a claim is made against any party to this Agreement for a broker's commission arising out of the transaction described in this Agreement, the party whose actions are determined to have given rise to the claim for a real estate broker's commission shall indemnify and hold harmless the other parties to this Agreement from any such claim. Seller acknowledges that Bill Wieland as assisted with the negotiation of this transaction and Seller agrees that any compensation due to Bill Wieland or Benson & Mangold shall be paid by Seller.

19. AGRICULTURAL LAND TRANSFER TAX. N/A.

20. FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT (FIRPTA). Seller shall deliver or cause to be delivered to Purchaser at Settlement an affidavit executed by Seller, under penalty of perjury, stating Seller's United States Taxpayer Identification Number and further stating that Seller is not a foreign person, as that term is defined as required in accordance with the Internal Revenue Code Section 1445(b)(2).

21. EXISTING LEASES. Seller warrants that, to its knowledge, the Property is free and clear of any leases.

22. ADDENDA. N/A.

23. GUARANTY FUND, NOTICE TO PURCHASER AND ALL OTHER PARTIES HERETO. N/A.

24. ADDITIONAL PROVISIONS:

Forest Conservation Act Notice. If the Property is a tract of land 40,000 square feet or more in size, Purchaser is notified that, unless exempted by applicable law, as a prerequisite to any subdivision plan or grading or sediment control permit for the Property, Purchaser will be required to comply with the provisions of the Maryland Forest Conservation Act imposed by Section 5-1601 et. seq. of the Natural Resources Article, Annotated Code of Maryland, including, among other things, the submission and acceptance of a Forest Stand Delineation and a Forest Conservation Plan for the Property in accordance with applicable laws and regulations. Unless otherwise expressly set forth in an addendum to this Contract, Seller represents and warrants that the Property is not currently subject to a Forest Conservation Plan, Management Agreement or any other pending obligation binding the owner of the Property under said Act; further, Seller represents and warrants that no activities have been undertaken on the Property by Seller-in violation of the Forest Conservation Act.

Talbot County, Maryland Notice Regarding "Right To Farm" Ordinance. Attached as Exhibit "B."

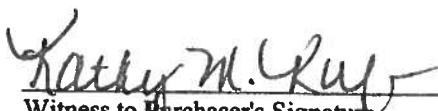
Wetlands Notice. Purchaser is advised that if all or a portion of the Property being purchased is wetlands, the approval of the U.S. Army Corps of Engineers will be necessary before a building permit can be issued for the Property. Additionally, the future use of existing dwellings may be restricted due to wetlands. The Corps has adopted a broad definition of wetlands which encompasses a large portion of the Chesapeake Bay Region. Other portions of the State may also be considered wetlands. For information as to whether the Property includes wetlands, Purchaser may contact the Baltimore District of the U.S. Army Corps of Engineers. Purchaser may also elect, at Purchaser's expense, to engage the services of a qualified specialist to inspect the Property for the presence of wetlands prior to submitting a written offer to purchase the Property or Purchaser may include in Purchaser's written offer a clause making Purchaser's purchase of the Property contingent upon a satisfactory wetlands inspection.

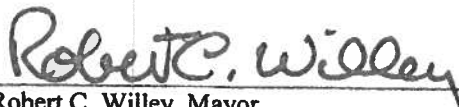
25. CONSTRUCTION EASEMENT/RESTORATION. The Purchaser intends to use the Property as a pedestrian pathway as an extension of the Town's Rails to Trails. While all of the improvements will occur on the Property, Seller agrees to grant the Purchaser a temporary construction easement to allow equipment and personnel to access Seller's retained property an additional twenty feet (20') from the Property. Purchaser shall restore the construction easement area to substantially the condition that it was prior to Purchaser's entry and construction, at Purchaser's sole cost and expense. Any use by Purchaser of the construction easement area shall not interfere with Seller's use of the area. Purchaser also agrees to construct a fence on the Property near the boundary with Seller's retained properties. Other than on the actual Property, nothing herein is intended to limit Seller's and its successor in interest's use of the land that it is retaining.

26. AGREEMENT. Seller and Purchaser mutually agree that this Agreement shall be binding upon them, their respective heirs, personal representatives, administrators, successors, and assigns. This Agreement contains the final and entire agreement between the parties and neither they nor their agents shall be bound by any terms, conditions, statements, warranties and representations, oral or written, not contained in this Agreement. This Agreement shall be construed in accordance with the laws of the State of Maryland. This Agreement may be executed in multiple counterparts.

27. Counterparts and Electronic Transmission. This Agreement may be executed in any number of counterparts and each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute but one Agreement. Seller and Buyer further agree that this Agreement shall be deemed validly executed and delivered by a party if a party executes this Agreement and delivers a copy of the executed Agreement, including any signature pages constituting a part thereof, to the other party by e-mail or other comparable means of electronic transmittal.

PURCHASER:
TOWN OF EASTON


Witness to Purchaser's Signature

By: 
Robert C. Willey, Mayor

Date of Execution: November 5, 2021

SELLER:

WESLEEN LLC

Will W. Ditman
Witness to Seller's Signature

By: Donna Laysse
Name: DONNA LAYESSE
Title: OWNER

Date of Execution: November 11, 2021

SELLER:

WILLOW CONSTRUCTION INC.

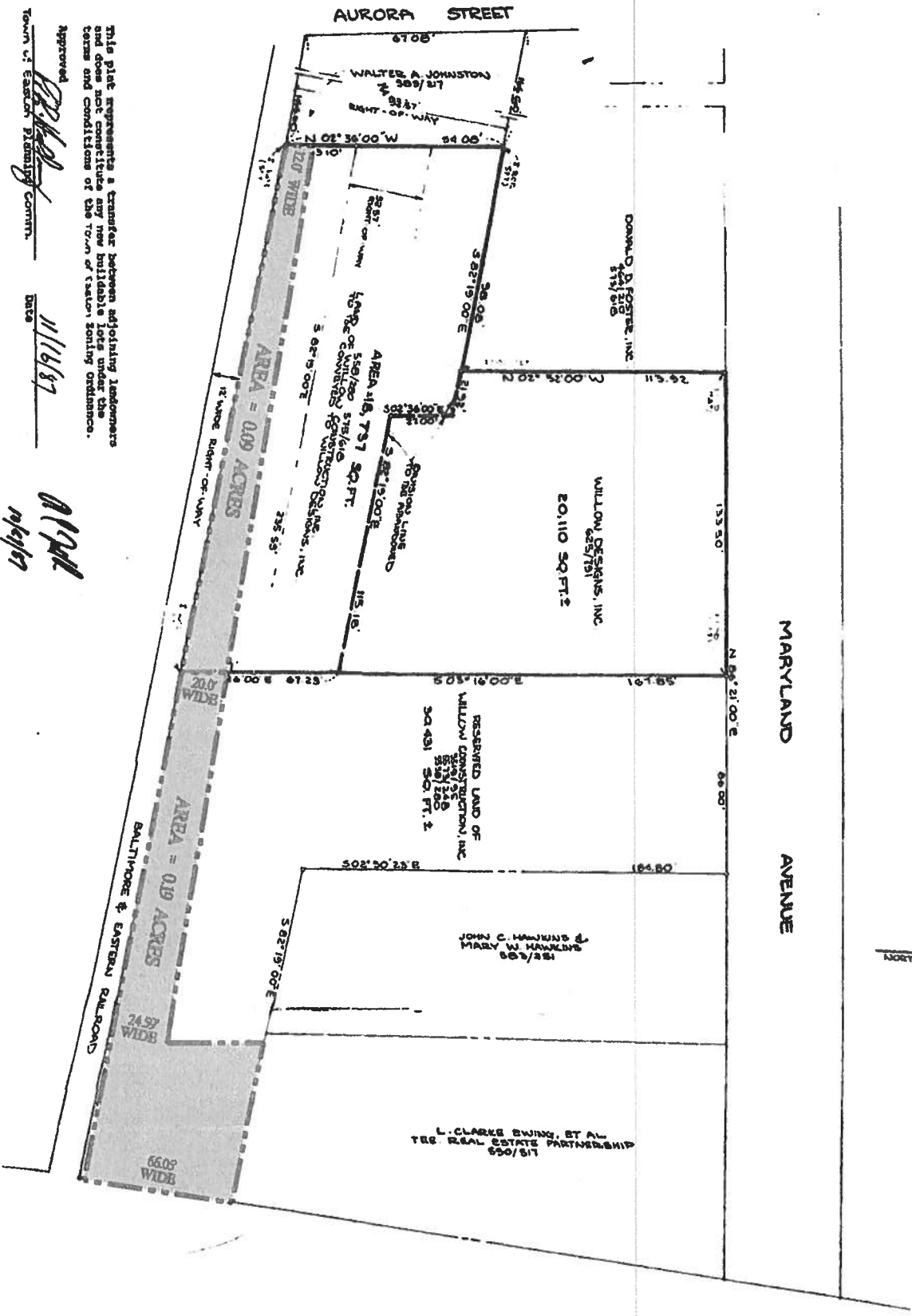
Donna Laysse
Witness to Seller's Signature

By: Will W. Ditman
Name: WILLIAM DITMAN
Title: PRESIDENT

Date of Execution: November 11, 2021



~~NORTH~~



This plat represents a transfer between adjoining landowners and does not constitute any new buildable lots under the terms and conditions of the Town of Tabor zoning Ordinance.

Approved DR. J. A. [Signature]
Town v. Eastern Planning Comm.
 Date 11/16/87

01/24/11
01/21/11

SHEET NO. 1625	PLAT SHOWING PART OF THE LAND OF WILLOW CONSTRUCTION, INC. TO BE CONVEYED TO WILLOW DESIGNS, INC. IN THE TOWN OF EASTON TALBOT COUNTY, MARYLAND	A-E 56PT 1987 -DE NO 1060 2312 FOR DEK REP 1625	V-L 1" = 30' DRAWN BY J WISSEL APPROVED PLW	Rauch, Walls and Lane, Inc. Engineers • Design Planning • Surveyors  EASTON • MARYLAND	 <i>Robert A. Walls</i> 9-10-87 DATE

EXHIBIT "B"

TALBOT COUNTY RIGHT TO FARM NOTICE

THIS DISCLOSURE STATEMENT CONCERNS THE REAL PROPERTY LOCATED IN TALBOT COUNTY, MARYLAND DESCRIBED AS 200 MARYLAND AVENUE, EASTON, MARYLAND AND 400 MARYLAND AVENUE, EASTON MARYLAND

THIS STATEMENT IS A DISCLOSURE OF THE EXISTENCE OF THE TALBOT COUNTY RIGHT TO FARM ORDINANCE IN COMPLIANCE WITH THE TALBOT COUNTY CODE, CHAPTER 128. RIGHT TO FARM.

THE FOLLOWING ARE REPRESENTATIONS MADE BY THE SELLER AND ARE NOT THE REPRESENTATIONS OF THE AGENT(S), IF ANY. THIS INFORMATION IS A DISCLOSURE AND IS NOT INTENDED TO BE PART OF ANY CONTRACT BETWEEN THE PURCHASER AND SELLER.

TALBOT COUNTY ALLOWS AGRICULTURAL OPERATIONS (Chapter 128. Right to Farm) WITHIN THE COUNTY. You may be subject to inconveniences or discomforts arising from such operations, including, but not limited to, smoke, noise, vibration, odors, fumes, dust, pests, glare, the operation of machinery of any kind during any twenty-four- hour (including aircraft), the use of irrigation, vibration, the storage and disposal of manure, application of fertilizer, pesticides, and other agricultural chemicals. Talbot County has determined that inconveniences or discomforts associated with such agricultural operations are generally temporary in nature and shall not be considered to be an interference with reasonable use and enjoyment of land and residential or accessory structures, if such operations are conducted in accordance with generally accepted agricultural practices. Talbot County has established a Reconciliation Board to assist in the resolution of disputes which might arise between persons in Talbot County regarding whether agricultural operations conducted on agricultural lands are causing an interference with the reasonable use and enjoyment of land or personal wellbeing and whether those operations are being conducted in accordance with generally accepted agricultural practices. If you have any questions concerning this policy or the Resolution Board, please contact the Talbot County Office of Planning and Zoning for additional information.

Seller



Date: 11/11/2021

Seller



Date: 11/11/2021

I/WE ACKNOWLEDGE RECEIPT OF A COPY OF THIS STATEMENT:

Purchaser _____

Date: _____

IF YOU DESIRE LEGAL ADVICE, CONSULT YOUR ATTORNEY

TOWN OF EASTON

079288

INVOICE	DESCRIPTION	PO	FUND	AMOUNT
11/09/2021 110921	DEPOSIT ON PROPERTY		390 30 0	10,000.00

EWING DIETZ FOUNTAIN & KALUDIS P.A. 181 10,000.00

TOWN OF EASTON

P.O. BOX 520
14 S. HARRISON STREET
EASTON, MARYLAND 21601

181

TEN THOUSAND AND 00/100 DOLLARS

PAY
TO THE
ORDER
OF:

EWING DIETZ FOUNTAIN & KALUDIS P.A.
16 S WASHINGTON ST
EASTON MD 21601-1146

OPERATING ACCOUNT

Robert C. W. Day
Anthony Richardson

VOID AFTER 90 DAYS

⑈079288⑈ ⑆052100699⑆ ⑆1923153001⑈

079288

SHORE UNITED BANK
EASTON, MARYLAND

65-69/521

DATE

11/10/2021

79288

AMOUNT

10,000.00

Security features are included. Details on back.

APG Media of Chesapeake, LLC
29088 Airpark Drive
Easton, MD 21601

02/16/22

Phone: Fax:
<http://www.chespub.com>

Cust. AcctID: 1001355	Creation Date: 02/16/22
	Ad Date: 02/18/22
	Class: 10
Name: JoAnne Drummer	Ad ID: 2976868
Company: TOWN OF EASTON (L)	Ad Taker: AHALL
Address: PO Box 520	Sales Person: 503
EASTON, MD 21601	Words: 193
	Lines: 24
Telephone: (410) 822-2525	Agate Lines: 78
Email:	Depth: 3.25
Description: Ordinance 776	Inserts: 2
	Blind Box:

Other Charges:	\$0.00	Total:	\$0.00
Discount:	\$113.75		
Surcharge:	\$0.00	Paid Amount:	- \$0.00
Credits:	\$0.00		
Bill Depth:	3.25	Amount Due:	\$0.00

CREDIT CARD DETAILS

PT	CT	CN	Number	Exp.	Amnt.

Publication	Start	Stop	Inserts	Cost
The Star Democrat	02/18/22	02/18/22	1	\$0.00

Ad Note:

Customer Note:

We Appreciate Your Business!
Thank You JoAnne Drummer!

NOTICE The Council of the Town of Easton will hold a public hearing on Monday, February 21, 2022 at 5:40 P.M. in the Council Meeting Room, 14 South Harrison Street. The purpose of this hearing is to discuss Ordinance Number 776, "AN ORDINANCE OF THE TOWN OF EASTON AUTHORIZING THE TOWN OF EASTON TO PURCHASE TWO PARCELS OF LAND BEING A PORTION OF PARCELS LOCATION AT 200 MARYLAND AVENUE AND 400 MARYLAND AVENUE (MAP 105 PARCEL 2229 AND PARCEL 2230) FOR EXTENSION OF THE RAILS TO TRAILS." Copies of Ordinance 776 are on file in the office of the Town Clerk and are available for public inspection during normal business hours. They may also be found on the Town's website www.eastonmd.gov. The public is hereby invited to attend the hearing and all interested parties shall be entitled to appear and be heard. Persons wishing to attend or participate in the public hearing who require special accommodations or assistance because of a disability should contact the Town Clerk, Kathy Ruf at the Town Office, telephone number (410) 822-2525 during normal business hours by February 18, 2022. Kathy M. Ruf Town Clerk 2976868 SD 2/18/2022

ORDINANCE NO. 777

AN ORDINANCE OF THE TOWN OF EASTON AUTHORIZING THE
TOWN OF EASTON TO SELL LOT 1 AT MISTLETOE HALL
COMMERCE-BUSINESS PARK TO CHESTER STATION TRUST

INTRODUCED BY: _____

WHEREAS, the Town of Easton is the owner of Mistletoe Hall and has subdivided it and developed it for use as a commerce-business park, which subdivision plat is entitled, “FINAL PLAT SUBDIVISION OF THE LANDS OF TOWN OF EASTON ‘MISTLETOE HALL’ TAX MAP 25 GRID 16, PARCEL 138 IN THE TOWN OF EASTON TALBOT COUNTY MARYLAND” prepared by Fink, Whitten & Associates, LLC and recorded among the Plat Records of Talbot County in Plat Book 87, page 124;

WHEREAS, the Town of Easton wishes to sell Lot 1 of Mistletoe Hall Commerce-Business Park to Chester Station Trust for the manufacturing of metal products (the “Property”);

WHEREAS, the Town of Easton believes that developing Mistletoe Hall as a Commerce-Business park is a benefit to the community;

WHEREAS, the Town has entered into an Agreement of Sale of the Property which is contingent upon the Town enacting legislation approving the sale (a copy of the Agreement of Sale is attached hereto as Exhibit A);

WHEREAS, in accordance with § 5-204(c)(3) of the Local Government Article of the Annotated Code of Maryland and for the reasons articulated herein, the Town Council has

determined that Lot 1 of Mistletoe Hall in Easton is no longer needed for public use.

NOW, THEREFORE, be it ordained by the Town of Easton that:

Section 1. The recitals set forth above are incorporated herein by reference and made a part of this Ordinance.

Section 2. In accordance with § 5-204(c)(3) of the Local Government Article of the Annotated Code of Maryland, the Town Council has determined that Lot 1 of Mistletoe Hall in Easton is no longer needed for public use.

Section 3. The Agreement of Sale attached hereto as Exhibit A is hereby approved.

Section 4. The Mayor, Town Manager, and Town Clerk are hereby authorized to take whatever additional actions are reasonably necessary to effectuate the terms of this Ordinance including signing the deed and related settlement documents;

Section 5. Any prior execution and delivery of documents related to the sale of the Property that are consistent with the purpose of this Ordinance, are hereby ratified and approved;

Section 6. In accordance with § 5-204 (c)(3) of the Local Government Article of the Annotated Code of Maryland, the Town Clerk is directed to publicly advertise the sale of the Property at least twenty (20) days prior to the sale.

Section 7. In accordance with Article II Section 9 of the Easton Town Charter, this ordinance shall become effective twenty (20) calendar days after approval by the Mayor or passage of this ordinance by the Council over the Mayor's veto.

Silverstein -
Abbatiello -

Engle -
Davis -
Cook -

I hereby certify that the above Ordinance was passed by a yea and nay vote of the Council this _____ day of _____, 2022.

Megan J. M. Cook, Town Council President

Delivered to the Mayor by me this _____ day of _____, 2022.

Kathy M. Ruf, Town Clerk

APPROVED:

Date: _____

Robert C. Willey, Mayor

EFFECTIVE DATE: _____, 2022.

AGREEMENT OF SALE

THIS AGREEMENT OF SALE ("Agreement"), made this 11th day of January, 2022, by and between the **TOWN OF EASTON**, a Maryland municipal corporation ("Seller" and/or "Town"); and **CHESTER STATION TRUST**, or its approved assigns ("Buyer").

WHEREAS, Seller is the owner of all that certain lot or parcel of land located in the Town of Easton, Talbot County, Maryland, known as "Mistletoe Hall" and being more particularly described in a Deed dated January 26, 1993 and recorded among the Land Records of Talbot County, Maryland in Liber 743, folio 703, which land was subdivided into 9 lots as more particularly shown on the plat entitled "FINAL PLAT SUBDIVISION OF THE LANDS OF TOWN OF EASTON 'MISTLETOE HALL' TAX MAP 25 GRID 16, PARCEL 138 IN THE TOWN OF EASTON TALBOT COUNTY MARYLAND" prepared by Fink, Whitten & Associates, LLC and recorded among the Plat Records of Talbot County in Plat Book 87, page 124 ("Mistletoe Hall"); and

WHEREAS, the Buyer desires to purchase Lot 1 of Mistletoe Hall from the Seller, and the Seller desires to sell Lot 1 to Buyer subject to the terms and conditions herein (the "Property").

WITNESSETH:

That in consideration of the mutual covenants and agreements contained herein, the Buyer and Seller hereby mutually agree as follows:

1. **AGREEMENT OF SALE.** Subject to the terms and conditions set forth in this Agreement, Seller hereby agrees to convey to Buyer and Buyer hereby agrees to acquire from Seller all that property described in Paragraph 2 hereof (the "Property").

2. **DESCRIPTION OF THE TOWN PROPERTY.** The Property includes and is described as follows:

All that certain lot or parcel of land located in the Town of Easton, Talbot County, Maryland, being more particularly described as Lot 1 on the plat entitled "FINAL PLAT SUBDIVISION OF THE LANDS OF TOWN OF EASTON 'MISTLETOE HALL' TAX MAP 25 GRID 16, PARCEL 138 IN THE TOWN OF EASTON TALBOT COUNTY MARYLAND" prepared by Fink, Whitten & Associates, LLC and recorded among the Plat Records of Talbot County in Plat Book 87, page 124 (the "Plat").

TOGETHER WITH the following:

(a) All and singular the rights, development rights, alleys, ways, tenements, hereditaments, easements, appurtenances, passages, waters, advantages and privileges now or hereafter appertaining to the Property or any part thereof; and

(b) All improvements, structures and buildings on the Property, if any.

RESERVING unto the Town a utilities distribution right-of-way and easement at all times, with or without vehicles, to enter upon, construct, install, operate, maintain, repair, reconstruct, improve, enlarge, replace, and increase any and all pipes, catch basins, manholes, mains, lines, wires or tubes as well as lines, pipes or conduits above or below the surface of the earth, for water, electric, gas and sewer lines or equipment for the provision of a cable communications and community antenna television system (excluding towers and antenna for the reception and/or transmission of signals), together with any and all necessary appurtenances, fittings and fixtures, through, under and across those utility easement areas as more particularly shown on the Plat.

SUBJECT to a Declaration of Covenants for Mistletoe Hall dated November 5, 2021 and recorded among the Land Records of Talbot County in Liber 2916, folio 104.

3. PURCHASE PRICE; PAYMENT TERMS. The purchase price for the Property is the sum of Six Hundred Fifty-Three Thousand One Hundred and Eight-Five Dollars (\$653,185.00)(the "Purchase Price"). The purchase price is based on a value of Sixty-Five Thousand Dollars (\$65,000.00) per acre. The payment of the purchase price shall be made by Buyer as follows:

(a) Upon final execution of this Agreement of Sale by both Seller and Buyer, Buyer shall pay to _____ ("Escrow Agent"), in escrow, the sum of Five Thousand Dollars (\$5,000.00) as a deposit (the "Deposit"), which shall be nonrefundable except as provided in Paragraph 8; and

(b) The balance of the Purchase Price (less the Deposit) shall be paid by Buyer at Settlement.

4. SETTLEMENT. The transaction described in this Agreement of Sale shall be consummated at any place mutually agreeable to the parties hereto on or before thirty (30) days after the satisfaction or waiver of the contingencies set forth in Paragraph 5 (such time hereinafter referred to as "Settlement" or the "Settlement Date").

5. CONTINGENCIES. This Agreement and the transaction contemplated hereunder shall be contingent in its entirety upon the satisfaction of the following contingencies:

(a) The enactment by Seller of final legislation authorizing conveyance of the Property to the Buyer as required by § 5-204(c)(3) of the Local Government Article of the Maryland Annotated Code ("Legislation"). For the purposes of this Paragraph 5 (a), such legislative action shall be deemed "final" when the legislative enactment becomes effective by its own terms and by the applicable provisions of general and public liability law.

(b) The receipt by Buyer within two hundred seventy (270) days following execution of this Agreement, of a binding commitment from a financial institution of Buyer's choice for construction and permanent financing in an amount not less than Two Million Dollars (\$2,000,000.00) at prevailing commercial interest rates.

(c) A contract of sale, fully executed within 240 days of the execution of this Agreement and with terms satisfactory to Jumpers Hole Trust, for the sale of real property known as 8370 Jumpers Hole Road, Severna Park, Maryland and more particularly described in a Deed dated October 26, 2020 and record among the Land Records of Anne Arundel County at Liber 35674, folio 458 and consummation of the transaction within 270 days of the execution of this Agreement.

(d) In the event that any of the foregoing contingencies shall not have been satisfied within two hundred seventy (270) days following the execution of this Agreement by both Seller and Buyer, then upon written notice delivered by either Buyer or Seller to the other, this Agreement shall terminate, the Deposit shall be returned to Buyer, and neither Seller nor Buyer shall have any further obligation to the other with respect to either the Property.

6. **STUDY PERIOD.** Buyer is hereby granted a "Study Period" which shall commence on the date of execution of this Agreement by both parties and shall run for a period of nine (9) months and end at 5:00 p.m. on the 270th day following execution of this Agreement. Within three (3) days of execution hereof, Seller shall deliver to Buyer full and complete copies of all information, plans, plats, designs, engineering, specifications, surveys, reports and other information in Seller's possession or under Seller's control. In addition, at least ninety (90) days prior to expiration of the Study Period, Seller shall deliver to Buyer complete plans for the construction of the Public Improvements and the subdivision plat prepared. If such plans and plat are not timely delivered, the Study Period shall be extended on a day-to-day basis until Buyer receives such plans and plat. During the Study Period, Buyer and its representatives, agents and designees shall be permitted to enter upon the Property to make such investigations, surveys, and/or other studies as Buyer may determine to be made provided that Buyer shall give Seller not less than twenty-four (24) hours advance notice prior to commencing any such study on the Property. Buyer shall pay all expenses incurred by it in conducting its due diligence investigation. Seller shall cooperate with buyer as reasonably requested by buyer and as permitted by law, in securing all architectural, zoning, site plans, and building approvals and permits within the Study Period. However, such cooperation shall not be considered a governmental approval or an approval as Declarant under the Declaration of Covenants applicable to the Property. If Buyer is not satisfied, in its sole and absolute discretion, with any result(s) of its due diligence investigation, or if Buyer has not received final, unappealable site plan approval for the contemplated improvements to the Property during the Study Period, Buyer may provide Seller with written notice of its election to terminate this Agreement at any time prior to expiration of the Study Period. Promptly upon timely issuance of a termination notice:

(a) Buyer shall return the Property to substantially the condition that it was in prior to Buyer's entry and investigation during the Study Period at no expense to Seller; and

(b) Escrow Agent shall return the Deposit to Buyer; and

(c) Each party shall be released from any further liability to the other, other than obligations expressly designated to survive such termination.

7. **TITLE.** Title to the Property shall be conveyed to Buyer at the Settlement free of liens, encumbrances, judgments, leases, tenancies, covenants, conditions, restrictions (except as

specified herein) and rights-of-way or easements (but subject, however, to all existing utility easements and such additional easements as may be created to serve the existing improvements located on the Property), and title shall be merchantable and good of record and insurable at standard rates by a recognized title insurance company licensed to do business in the State of Maryland.

If Seller shall be unable to give title or to make conveyance as herein provided, then Seller shall utilize its best efforts and take such steps and actions, at Seller's expense, to remove any title defect and the time for the consummation of the transactions contemplated by this Agreement shall be extended sixty (60) days. If Seller shall be unable to remove such title defect then, at the option of Buyer and upon written notice to Seller, this Agreement shall terminate and neither party shall have any further liability to the other hereunder.

8. DEPOSIT; ESCROW AGENT:

(a) Buyer directs Escrow Agent to hold the Deposit instrument without negotiation or deposit until this Agreement is fully executed. Upon acceptance, the Deposit shall be placed in escrow. If the Agreement is not fully executed, the Deposit instrument shall be returned to Buyer.

(b) Except as provided above, the Escrow Agent shall place and hold the Deposit in a non-interest bearing account with a federally-insured bank doing business and having an office in the State of Maryland in the name of Escrow Agent. The Deposit shall be: (i) forfeited to Seller if Buyer is in default hereunder, (ii) returned to Buyer if Seller is in default hereunder, (iii) returned to Buyer if Buyer properly terminates this Agreement pursuant to the terms and conditions hereof, or (iv) paid to Seller and credited against the Purchase Price payable at the Settlement, as the case may be. In the event this Agreement shall be terminated or Settlement does not occur, Buyer and Seller agree that the Deposit shall be dispersed by Escrow Agent only in accordance with the is Agreement and a Release of Deposit agreement executed by Buyer and Seller. If the real estate transaction is not completed pursuant to this Agreement, and either Buyer and/or Seller are unable or unwilling to execute a Release of Deposit agreement, Buyer and Seller agree that Escrow Agent may distribute the Deposit in accordance with this Agreement.

(c) Escrow agent shall not be liable for any mistakes of facts, or errors of judgment, or for any acts or omissions at any time unless caused by the gross negligence or willful malfeasance of the Escrow Agent with respect to the escrow established herein. If a dispute arises between the parties as to the disposition of Deposit (or part thereof), the Escrow Agent holding the Deposit shall: (i) hold the Deposit until the Escrow Agent has releases signed by all parties authorizing disposition of the Deposit, or (b) hold the Deposit until such time as one of the parties files suit and the court in which this suit is filed order the disbursement of the Deposit, or (c) Escrow Agent's sole responsibility may be met, at Escrow Agent's option, by delivering the Deposit (or the remaining portion thereof) into a court of proper jurisdiction by filing a Bill of Interpleader. The parties agree that upon deliverance of such Deposit into court, neither Buyer nor Seller shall any further right, claim, demand or action against the Escrow Agent.

9. **CONDEMNATION.** If after the date of this Agreement and prior to the Settlement all or a part of the Property is taken by eminent domain or condemnation (or sale in lieu thereof), Buyer may by written notice to Seller elect to terminate this Agreement prior to the Settlement and Seller and Buyer shall thereafter have no further liability to the other hereunder.

10. **RISK.** The Property shall be held at the sole risk of Seller until legal title has passed to Buyer and Seller assumes the risk of all loss or damage to the Property until the Settlement. If, prior to Settlement, all or a substantial part of the Property is destroyed or damaged, without fault of Buyer, then this Agreement, at the option of Buyer, upon written notice to Seller, shall be null and void and of no further effect, and the Deposit shall be refunded to Buyer.

11. **REPRESENTATIONS AND WARRANTIES OF SELLER.** With the knowledge and expectation that Buyer is placing complete reliance on the representations and warranties contained in this Paragraph, Seller represents and warrants to Buyer as of the date hereof and as of the Settlement Date as follows:

(a) **Authority.** Provided that Seller shall have enacted the Legislation described in Paragraph 5(a) of this Agreement, Seller shall have full power and authority to enter into this Agreement and Seller has taken all action necessary to authorize the execution, delivery and performance of this Agreement, the completion of the transactions contemplated hereby, and the execution and delivery of any and all instruments necessary or appropriate in order to effectuate fully the terms and conditions of this Agreement. No consent or approval of any court, governmental agency, other public authority, or party with any actual or alleged interest in the assets of Seller is required as a condition to (i) the validity or enforceability of this Agreement or any other instruments to be executed by Seller to effectuate this Agreement, or (ii) the completion or validity of any of the transactions contemplated by this Agreement, or if any such consent or approval is required, Seller has obtained such consent or approval or has taken the requisite steps to obtain any required consents of approvals.

(b) **Binding Agreements.** This Agreement has been duly and properly executed by Seller, constitutes the valid and legally binding obligation of Seller, and is fully enforceable against Seller in accordance with its terms.

(c) **No Conflicting Agreements.** There is (i) no provision of any existing mortgage, indenture, or agreement binding on Seller or affecting its property and (ii) no order of court binding on Seller or affecting any of its property, which would conflict with or in any way prevent the execution, delivery, or performance of the terms of this Agreement.

(d) **Marketable Title to the Property.** Title to the Property is merchantable and good of record and free and clear of liens, encumbrances, judgments, leases (including hunting leases or farming leases), tenancies, covenants, conditions, restrictions and rights-of-way, except for standard utilities rights-of-way serving the Town Property.

(e) **No Condemnation Pending.** There is no pending condemnation or similar proceeding affecting the Property, or any portion thereof, nor has Seller knowledge that any such action is presently contemplated.

(f) Pending Litigation. There are no legal actions, suits, or other legal or administrative proceedings, including condemnation cases, pending against the Property.

12. RESPRESENTATIONS AND WARRANTIES OF BUYER. With the knowledge and expectation that Seller is placing complete reliance on the representations and warranties contained in this Paragraph, Buyer represents and warrants to Seller as of the date hereof and as of the Settlement Date as follows:

(a) Organization. Buyer is a corporation duly organized and validly existing under the laws of the State of Delaware and is qualified to do business in the State of Maryland and has authorized the execution, delivery and performance of this Agreement and the consummation of the transaction contemplated hereunder.

(b) Authority. Buyer has full power and authority to enter into this Agreement, and Buyer has taken all action necessary to authorize the execution, delivery and performance of this Agreement, the completion of the transactions contemplated hereby, and the execution and delivery of all instruments necessary or appropriate in order to effectuate fully the terms and conditions of this Agreement. No consent or approval of any court, governmental agency, other public authority, or party with any actual or alleged interest in the assets of Buyer is required as a condition to (i) the validity or enforceability of this Agreement or any other instruments to be executed by Buyer to effectuate this Agreement, or (ii) the completion or validity of any of the transactions contemplated by this Agreement, or if any such consent or approval is required, Buyer has obtained such consent or approval or has taken the requisite steps to obtain any required consents of approvals.

(c) Binding Agreement. This Agreement has been duly and properly executed by Buyer, constitutes the valid and legally binding obligation of Buyer, and is fully enforceable against Buyer in accordance with its terms.

(d) No Bankruptcy. Buyer is not in receivership or dissolution; (ii) has not made an assignment for the benefit of creditors or admitted in writing its inability to pay its debts as they mature; (iii) has not been adjudicated bankrupt or filed a petition in voluntary bankruptcy or a petition or answer seeking reorganization or an arrangement with creditors under the federal bankruptcy law or any other similar law or statute of the United States or any jurisdiction and no petition has been filed against Buyer; and (iv) to the best of Buyer's knowledge, none of the foregoing are pending or threatened.

(e) Application. The statements and information provided to the Seller in the Application to Purchase or Lease Land submitted to Seller, including but not limited to, information pertaining to the anticipated job creation, job retention, and financial investment are true and correct as of the date hereof and as of the Settlement Date.

13. SELLER'S OBLIGATIONS AT THE SETTLEMENT. At the Settlement, Seller shall do the following:

(a) Deed. Execute, acknowledge and deliver to Buyer a Deed, in recordable form, containing covenants of special warranty, further assurance and against encumbrances which shall convey the fee simple interest in the Town Property to Buyer.

(b) Tax Bills. Deliver to Buyer a copy of each bill for current real estate and personal property taxes (if any), together with proof of payment thereof (if any of the same have been paid).

(c) FIRPTA Certification. Execute and deliver to Buyer a certification as to the Seller's non-foreign status which complies with the provisions of Section 1445(b)(2) of the Internal Revenue Code and the regulations issued hereunder.

(d) Other Documents. Execute, acknowledge and deliver to Buyer any and all other documents necessary or advisable to consummate the transactions contemplated hereby.

14. BUYER'S OBLIGATIONS AT THE SETTLEMENT. Subject to the terms, conditions and provisions hereof, and contemporaneously with the performance by Seller of its obligations set forth in Paragraph 13, Buyer shall execute, acknowledge and deliver to Seller the following:

(a) Purchase Price. A wire transfer in the amount of the balance of the Purchase Price and other costs as set forth herein.

(b) Resolutions. Resolutions of its directors, partners, officers, members, or as otherwise required under its organizational documents, authorizing the entering into and delivery of this Agreement and the consummation of Settlement.

(c) Buyer's Certification. A certificate by Buyer stating that all of the representations and warranties by Buyer hereunder remain true, complete, and correct as of the Settlement Date.

(d) Additional Documents. Such additional documents as may be reasonably necessary to consummate the transactions contemplated hereby.

15. SETTLEMENT COSTS.

(a) Buyer shall pay all costs and expenses in connection with the conveyance of the Property to Buyer, including:

(i) The cost of all documentary stamps, recording taxes and transfer taxes payable in connection with the conveyance of the Property, if any.

(ii) The costs of preparation and recording of the Deed conveying the Town Property to Buyer.

(iii) The costs of the title examination of the Town Property and premiums payable for any owner's policy of title insurance that may be obtained by or furnished to Buyer.

(iv) Notary fees in connection with all documents executed at the Settlement requiring notarization.

(b) Seller and Buyer shall each pay the cost of their respective counsel fees and expenses.

16. **PRORATION OF TAXES.** Real estate taxes shall be prorated and adjusted between the parties as of the Settlement Date; provided, however, that all other real estate taxes, special and other assessments, pay-back agreements, and tax liens shall be the sole responsibility of Seller and shall be paid in full by Seller at or before the Settlement.

17. **POSSESSION/CONDITION OF TOWN PROPERTY.** Possession of the Property shall be given by Seller to Buyer upon the completion of the Settlement. The Property shall be conveyed to Buyer at the Settlement in "AS IS" condition.

18. **DEFAULT.** Buyer and Seller are required and agree to make full settlement in accordance with the terms of this Agreement and acknowledge that failure to do so constitutes a breach hereof. In the event that Seller shall fail to consummate the transactions required by this Agreement to be performed by it prior to or as of the Settlement for any reason except default by Buyer, Buyer shall have the right to terminate this Agreement or to seek specific enforcement of this Agreement. In the event that Buyer shall fail to consummate the transactions required by this Agreement to be performed by it prior to or as of the Settlement for any reason except default by Seller, Seller shall have the right to terminate this Agreement and retain the Deposit or to seek specific enforcement of this Agreement.

19. **ASSIGNMENT.** This Agreement may not be assigned by either party without the express written consent of the other party.

20. **INTERNAL REVENUE SERVICE FILING.** Buyer and Seller each agree to cooperate with the person responsible for Settlement by providing all necessary information so that a report can be filed with the Internal Revenue Service, as required by Section 6045 of the IRS Code. To the extent permitted by law, any fees incurred as a result of such filing will be paid by the Buyer.

21. **NOTICES AND DISCLOSURES.** Buyer acknowledges receipt of the Talbot County Right to Farm Disclosure and any other disclosures or addenda attached hereto, which are incorporated herein by reference.

22. **REALTORS' COMMISSIONS.** Seller and Buyer each represent to the other that this agreement to convey the Property was negotiated solely between the parties without the intervention of any realtor. In the event that realtor's commissions shall be found to be due and payable in connection with this transaction, the party whose action created such liability shall indemnify and hold harmless the other party from and against any losses, damages or expenses, including reasonable attorneys' fees, with regard thereto.

23. RECONVEYANCE OF PROPERTY TO SELLER. In the event that Buyer has not commenced construction of industrial or business facility improvements or buildings to be erected on the Property within two years of the later of the date of Settlement or completion of the Public Improvements, Buyer shall, upon receipt of written demand from Seller, reconvey the Property to the Seller for ninety (90%) of the purchase price as set forth in this Agreement. Buyer shall bear all expenses of such reconveyance, including realty transfer taxes, if any. Such reconveyance shall transfer good and marketable title to the Property in fee simple, free and clear of all liens and encumbrances, subject, however, to the same encumbrances, if any, that may have existed at the date of settlement of the sale of the Property pursuant to this Agreement. Seller shall have the right to include this restriction in the original deed of conveyance to the Buyer. This covenant shall be subordinate to Buyer's purchase money or construction loan financing. Upon completion of the Buyer's development of the Property for industrial purposes, Buyer may submit a request to Seller and Seller shall promptly execute a release of this covenant.

24. RESTRICTION AGAINST CONVEYANCE OF PROPERTY. Buyer shall not convey the Property prior to the completion of industrial/business facility improvements or buildings to be erected thereon without the express written consent of the Seller. Seller shall have the right to deny such consent unless Buyer shall establish to Seller's reasonable satisfaction, that the proposed transferee of the Property intends to compete such improvements and has the economic capacity to do so. It is the intent of this restriction that it be assured that the Property be utilized for the intended industrial purposes. Seller shall have the right to include this restriction in the original deed of conveyance to the Buyer. Upon completion of the Buyer's development of the Property for industrial/business purposes, Buyer may submit a request to Seller and Seller shall promptly execute a release of this covenant.

25. ECONOMIC DEVELOPMENT ADMINISTRATION COVENANT. The Seller and Buyer acknowledge that the Property was improved, in part, with funding from the United States Department of Commerce, Economic Development Administration (the "EDA"), EDA Project No. 01-01-14817, and are subject to the terms and conditions of the EDA financial assistance award and applicable EDA Property Management regulations. Consequently, Buyer for themselves and their successors and assigns, agree as follows:

(a) During the Useful Life of the EDA-funded improvements (as defined in the financial assistance award), the Property shall be used in a manner that is consistent with the authorized general and specific purposes of the financial assistance award, in this case, a business park, and EDA policies including non-relocation, adequate consideration and environmental compliance.

(b) At no time, during or after the Useful Life, shall the Property be used in violation of the nondiscrimination requirements set forth at 13 CFR § 302.20 or for inherently religious activities prohibited by applicable federal law.

(c) Buyer agrees to provide Seller and EDA with any document, evidence, or report required to assure compliance with federal and state law, including but not limited to applicable federal and state environmental laws.

In addition, any deeds or instruments of conveyance shall contain (i) a covenant, running with the land, prohibiting the use of the Property for any purpose other than the authorized purpose of the EDA award during the Useful Life of the EDA-funded improvements and (ii) a perpetual covenant, running with the land, prohibiting the use of the Property in violation of the nondiscrimination requirements set forth at 13 CFR §302.20 or for inherently religious activities prohibited by applicable federal law.

26. COVENANT FOR COOPERATION WITH GRANT INFORMATION.

Buyer will cooperate in the submission by Seller of all paperwork necessary to apply for and remain in compliance with any grant programs providing funding for the development of Mistletoe Hall as an industrial park/business commerce park, including information pertaining to job creation, job retention, and investment in the Property.

27. **NOTICES.** Any notice to be given or to be served upon any party hereto, in connection with this Agreement, must be in writing, and may be given by hand delivery, facsimile transmission or certified mail. In the case of certified mail, the notice shall be deemed to have been given and received when a certified letter containing such notice, properly addressed, with postage prepaid is deposited in the United States mails; and if given otherwise than by certified mail, it shall be deemed to have been given when delivered to and received by the party to whom it is addressed. Such notice shall be given to the parties hereto at the following addresses:

SELLER: The Town of Easton, Maryland
S. Harrison Street
Easton, Maryland 21601
Attn: Town Manager

With a copy to: Sharon Van Emburgh, Town Attorney
Ewing, Dietz, Fountain & Kehoe
16 South Washington Street
Easton, Maryland 21601

BUYER: Chester Station Trust
8370 Jumpers Hole Road
Millersville, Maryland 21108

With a Copy to: Christopher F. Drummond, Esquire
119 Lawyers Row
Centreville, Maryland 21617

Any party hereto may, at any time by giving five (5) days' written notice to the other party hereto, designate any other address in substitution of the foregoing address to which such notice shall be given and other parties to whom copies of all notices hereunder shall be sent.

28. **SURVIVAL.** The provisions of Paragraphs 8, 18, 22, 23, 24, 25, and 26 of this Agreement shall survive the Settlement and shall not merge with the Deed conveying the Property to Buyer.

29. **TAX DEFERRED EXCHANGE.** One or more of the parties hereto may consummate the purchase of the Property as part of a like kind exchange pursuant to Section 1031 of the Internal Revenue Code (the "Exchange"), provided that: (i) the Closing shall not be delayed or affected by reason of the Exchange nor shall the consummation or accomplishment of the Exchange be a condition precedent or condition subsequent to such party's obligation under this Agreement; (ii) the Exchange shall be effected through an assignment of this Agreement, or rights under this Agreement, to a qualified intermediary; and (iii) the requesting party(ies) shall each pay their own costs and expenses for facilitating the Exchange. The non-requesting party shall not by this Agreement or acquiescence to the Exchange have its rights under this Agreement affected or diminished in any manner or be responsible for compliance with or be deemed to be warranted to the requesting party that the Exchange in fact complies with Section 1031 of the Internal Revenue Code.

30. **OTHER PROVISIONS.**

(a) **Applicable Law and Venue.** It is the intention of the parties hereof that all questions with respect to the construction of this Agreement and rights and liabilities of the parties hereunder shall be determined in accordance with the laws of the State of Maryland. Both parties agree that the Maryland state courts in Talbot County shall be the sole site of venue for actions relating to this Agreement and hereby consent to jurisdiction and venue therein.

(b) **Entire Agreement.** This Agreement embodies and constitutes the entire understanding among the parties with respect to the transactions contemplated herein, and all prior or contemporaneous agreements, understandings, representations and statements, oral or written, are merged into this Agreement.

(c) **Modification.** Neither this Agreement nor any provision hereof may be waived, modified, amended, discharged, or terminated except by an instrument in writing signed by the party against which the enforcement of such waiver, modification, amendment, discharge or termination is sought, and then only to the extent set forth in such instrument.

(d) **Headings.** Descriptive headings are for convenience only and shall not control or affect the meaning or construction of any provision of this Agreement.

(e) **Binding Effect.** The terms of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their successors and assigns.

(f) **Counterparts.** This Agreement may be executed in any number of counterparts or may be, where the same are not required, certified or otherwise delivered without the testimonium clause and signatures, each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute but one Agreement.

(g) **Interpretation.** Whenever the context hereof shall so require the singular shall include the plural, the male gender shall include the female gender and the neuter, and vice versa.

(h) Severability. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

(i) Time of Essence. Time is of the essence of this Agreement.

(j) Buyer's Right to Representation. BUYER SHALL HAVE THE RIGHT TO SELECT ITS TITLE INSURANCE, SETTLEMENT OR ESCROW COMPANY, OR EMPLOY ITS OWN TITLE ATTORNEY.

(k) Electronic Delivery. This offer shall be deemed validly executed and delivered by a party if a party executes this Agreement and delivers a copy of the executed Agreement to the other party by fax or electronic mail.

IN WITNESS WHEREOF, the parties hereto have executed and sealed this Agreement as of the day and year first above written.

WITNESS

THE TOWN OF EASTON,
a Maryland municipal corporation

Shawn M. Vc

By: Robert C. Willey
Robert C. Willey, Mayor

"SELLER"

WITNESS:

CHESTER STATION TRUST

By: Christopher F. Drummond, Trustee
Christopher F. Drummond, Trustee

"BUYER"

APG Media of Chesapeake, LLC
29088 Airpark Drive
Easton, MD 21601

02/17/22

Phone: Fax:
<http://www.chespub.com>

Cust. AcctID: 1001355	Creation Date: 02/16/22
	Ad Date: 02/18/22
	Class: 10
Name: JoAnne Drummer	Ad ID: 2976869
Company: TOWN OF EASTON (L)	Ad Taker: AHALL
Address: PO Box 520	Sales Person: 503
EASTON, MD 21601	Words: 173
	Lines: 22
Telephone: (410) 822-2525	Agate Lines: 72
Email:	Depth: 3.0
Description: Ordinance 777	Inserts: 4
	Blind Box:

Other Charges:	\$0.00	Total:	\$210.00
Discount:	\$0.00		
Surcharge:	\$0.00	Paid Amount:	- \$0.00
Credits:	\$0.00		
Bill Depth:	3.0	Amount Due:	\$210.00

CREDIT CARD DETAILS

PT	CT	CN	Number	Exp.	Amnt.

Publication	Start	Stop	Inserts	Cost
The Star Democrat	02/18/22	02/20/22	2	\$210.00

NOTICE

The Council of the Town of Easton will hold a public hearing on Monday, February 21, 2022 at 5:45 P.M. in the Council Meeting Room, 14 South Harrison Street. The purpose of this hearing is to discuss Ordinance Number 777, "AN ORDINANCE OF THE TOWN OF EASTON AUTHORIZING THE TOWN OF EASTON TO SELL LOT 1 AT MISTLETOE HALL COMMERCE BUSINESS PARK TO CHESTER STATION TRUST."

Copies of Ordinance 777 are on file in the office of the Town Clerk and are available for public inspection during normal business hours. They may also be found on the Town's website www.eastonmd.gov. The public is hereby invited to attend the hearing and all interested parties shall be entitled to appear and be heard.

Persons wishing to attend or participate in the public hearing who require special accommodations or assistance because of a disability should contact the Town Clerk, Kathy Ruf at the Town Office, telephone number (410) 822-2525 during normal business hours by February 18, 2022.

Kathy M. Ruf
Town Clerk

2976869 SD 2/18, 2/20/2022

Ad Note:

Customer Note:

We Appreciate Your Business!
Thank You JoAnne Drummer!

RESOLUTION NO. 6150

A RESOLUTION OF THE TOWN OF EASTON AUTHORIZING THE
EXECUTION OF A LEASE AGREEMENT WITH PHILLIPS WHARF
ENVIRONMENTAL CENTER, INC. FOR A PORTION OF THE IMPROVEMENTS
AT EASTON POINT PARK

INTRODUCED BY: _____

WHEREAS, the Town of Easton owns Easton Point Park (the “Property”);

WHEREAS, the Town wishes to lease 2,000 square feet of conditioned office space, a 1,500 square foot enclosed, semi-conditioned storage bay, and 3,0000 square feet of open storage bay to Phillips Wharf Environmental Center, Inc. for its environmental educational center and offices, which lease is attached hereto as Exhibit A.

NOW, THEREFORE, the Town of Easton hereby resolves as follows:

Section 1. The recitals set forth above are incorporated herein by reference and made a part of this Resolution.

Section 2. The Mayor is hereby authorized to execute and deliver the Lease Agreement, a true and correct copy of which (save for executing and dating) is attached to this Resolution as Exhibit “A”;

Section 3. The Mayor may make any non-substantive changes to the attached documents necessary to effectuate the purpose of this Resolution;

Section 4. The Mayor is hereby authorized to take whatever additional actions are reasonably necessary to effectuate the terms of this Resolution;

Section 5. Any prior execution and delivery of documents related to the Lease Agreement that are consistent with the purpose of this Resolution, are hereby ratified and approved; and

Section 6. This Resolution shall become effective upon approval by the Mayor after adoption by the Town Council.

Silverstein	-
Abbatiello	-
Engle	-
Davis	-
Cook	-

I hereby certify that the above Resolution was passed by a ye and nay vote of the Council this _____ day of _____, 2022.

Megan J. M. Cook, Town Council President

Delivered to the Mayor by me this _____ day of _____, 2022.

Kathy M. Ruf, Town Clerk

APPROVED:

Date: _____
Robert C. Willey, Mayor

EFFECTIVE DATE: _____, 2022