

# CITY COUNCIL

## READ FILE COVER SHEET

Subject: **Ordinance 1127 concerning Accepting a Deed for  
Bloomsbury Avenue**

**(Public Hearing)**

Date: **11/7/2023**

**Notice:** Any comments made after 5:00 p.m. on the Thursday before the Council Meeting will not be seen in the agenda packet.

Purpose:

- FYI
- Read and Comment as Needed**
- Action Required by November 20, 2023**
- In Confidential File Drawer

Approve:

Johnny Boker  Yes  No  No Comment

Comment: \_\_\_\_\_

Casi Boyer  Yes  No  No Comment

Comment: \_\_\_\_\_

Vicki Jones  Yes  No  No Comment

Comment: \_\_\_\_\_

Jim Ringsaker  Yes  No  No Comment

Comment: \_\_\_\_\_

Jason Robertson  Yes  No  No Comment

Comment: \_\_\_\_\_

Tammy Lynn Schneegas  Yes  No  No Comment

Comment: \_\_\_\_\_

Note: N/A

CITY COUNCIL  
OF  
HAVRE DE GRACE, MARYLAND

ORDINANCE NO. 1127

Introduced by \_\_\_\_\_ Council President Ringsaker

**AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF HAVRE DE GRACE ADOPTED PURSUANT TO THE AUTHORITY OF ARTICLE XI-E OF THE MARYLAND CONSTITUTION, THE LOCAL GOVERNMENT ARTICLE OF THE ANNOTATED CODE OF MARYLAND AND SECTIONS 33, 34 AND 73 OF THE HAVRE DE GRACE CITY CHARTER, FOR THE PURPOSE OF ACCEPTING A DEED FOR BLOOMSBURY AVENUE PARCEL TAX ID NO. 06-020127**

On: November 6, 2023  
at: 7:00 p.m.

Ordinance introduced, read first time, ordered posted and public hearing scheduled.

**PUBLIC HEARING**

A Public Hearing is scheduled for November 20, 2023 at 7:00 p.m.

EXPLANATION  
Underlining indicates matter added to existing law.  
**[Bold Brackets]** indicate matter deleted from existing law.  
Amendments proposed prior to final adoption will be noted on a separate page with line references or by handwritten changes on the draft legislation.

**WHEREAS**, the City’s Director of Public Works (“DPW Director”) and the City Engineer have undertaken a study to determine ways to alleviate flooding in the Lily Run drainage area of Havre de Grace near the intersection of Revolution Street and Lewis Lane; and

**WHEREAS**, the DPW Director and City Engineer have identified as a parcel on Bloomsbury Avenue Tax ID number 06-020127 (“Property”) as one parcel of land that can be used to construct stormwater management facilities to alleviate water drainage issues at Lily Run and obtain MS-4 credits from the Maryland Department of the Environment (“MDE”); and

**WHEREAS**, the Mayor and City of Council of Havre de Grace (“City”) by vote of the City Council at closed meetings on February 6, 2023 and August 14, 2023 voted to acquire the Property for a public purpose at a cost of \$200,000.00; and

**WHEREAS**, the Mayor, pursuant to City Charter Section 73 executed a contract to purchase the Property and an amendment to the contract which are attached hereto as Exhibits A and B; and

**WHEREAS**, the City desires to accept the Deed (attached as Exhibit C) for the purpose of construction of stormwater management on the Property.

**NOW THEREFORE**, it is this \_\_\_\_ day of \_\_\_\_\_ 2023, determined, decided, and ordained by a majority of the City Council members that:

The Agreement dated September 30, 2023 and Amendment therefore to acquire the Property set forth above are hereby ratified and approved.

The Mayor is authorized to sign a deed in substantially similar form that is attached hereto as Exhibit C and take such other action needed to acquire the parcel on Bloomsbury Avenue Tax ID number 06-020127 for the reasons set forth in this ordinance.

The foregoing Ordinance is hereby approved by the City Council.

ADOPTED by the City Council of Havre de Grace, Maryland this \_\_\_\_ day of \_\_\_\_\_, 2023.

SIGNED by the Mayor and attested by the Director of Administration this \_\_\_\_ day of \_\_\_\_\_, 2023.

ATTEST: MAYOR AND CITY COUNCIL  
OF HAVRE DE GRACE

\_\_\_\_\_  
Stephen J. Gamatoria  
Director of Administration

\_\_\_\_\_  
William T. Martin  
Mayor

Introduced/First Reading: 11/06/2023  
Public Hearing:  
Second Reading/Adopted:  
Effective Date:

# Exhibit A

## REAL ESTATE PURCHASE AND SALE AGREEMENT

**THIS REAL ESTATE PURCHASE AND SALE AGREEMENT ("Agreement")** is made and entered this 15<sup>th</sup> day of September, 2023, by and between ALLEN J. FAIR ("SELLER") and . the Mayor and City Council of Havre de Grace, a Maryland municipal corporation (the "PURCHASER").

### WITNESSETH:

**WHEREAS**, SELLER is the fee simple owner of an unimproved parcel of real property located in the Sixth District of Harford County, in the City of Havre de Grace, Harford County, Maryland, which real property described in a deed unto the said Allen J. Fair, dated May 15, 2019 and recorded among the Land Records of Harford County, Maryland in Liber 13266, folio 00386, more particularly described in a Deed attached as Exhibit "A" attached hereto ("**Property**"); and

**WHEREAS**, the Property is being acquired for a public purpose with the primary intent of constructing stormwater management facilities to facilitate stormwater runoff in the Lily Run area near the intersection of Bloomsbury Avenue and Revolution Street ("Lily Run Project"); and

**WHEREAS**, the Mayor and City Council by a vote at a closed session on August 14, 2023 approved the acquisition of such property for the public purposes stated above, and

**WHEREAS**, SELLER desires to sell to PURCHASER, and PURCHASER desires to purchase from SELLER, the Property upon the terms and conditions herein below set forth.

**NOW, THEREFORE**, for and in consideration of the premises, the payment of Two Hundred Thousand Dollars and No Cents (\$200,000.00) paid by PURCHASER to SELLER, the mutual covenants and agreements herein set forth, and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby expressly acknowledged by the parties hereto, the parties hereto do hereby covenant and agree as follows:

### 1. DEFINITIONS.

The following terms when used in this Agreement for Purchase and Sale shall have the following meanings:

1.1 **Property.** That certain property located on Bloomsbury Avenue, in the City of Havre de Grace, Harford County Maryland as more particularly described in **Exhibit "A"** attached hereto and referred to herein as "Property."

1.2 **Closing Date.** The Closing Date is the date on which the closing ("Closing") shall occur and shall be no later than thirty (30) calendar days from the effective date of this

Agreement, or any extension thereof as mutually approved by the parties.

1.3 **Deed.** A Special Warranty Deed, in its statutory form, which shall convey the Property from SELLER to PURCHASER.

1.4 **Effective Date.** The Effective Date of this Agreement shall be the date when the last one of the Seller and Purchaser has signed the Agreement.

1.5 **SELLER'S Address.** SELLER'S mailing address is 201 St John St.

1.6 **PURCHASER'S Address.** 711 Pennington Avenue, Havre de Grace, Maryland, 21078.

1.7. **Other Definitions.** The terms defined in any part of this Agreement shall have the defined meaning wherever capitalized herein. Wherever appropriate in this Agreement, the singular shall be deemed to refer to the plural and the plural to the singular, and pronouns of each gender shall be deemed to comprehend either or both of the other genders. As used in this Agreement, the terms "herein", "hereof" and the like refer to this Agreement in its entirety and not to any specific section or subsection.

## 2. **PURCHASE PRICE.**

2.1 Subject to the provisions of this Agreement, the SELLER hereby agrees to sell to PURCHASER, and PURCHASER hereby agrees to purchase from SELLER, the Property for TWO HUNDERED THROUSAND AND 00/100 DOLLARS (\$200,000.00) upon and subject to the terms and conditions hereinafter set forth.

2.2 The Purchase includes:

(a) All right of ways, alleys, waters, privileges, easements and appurtenances which are on or benefit all the Property;

(b) All right, title and interest, if any, of SELLER in any Land lying in the bed of any public or private street or highway, opened or proposed, in front any of the adjoining Property to the center line thereof. SELLER waives any right he may have to any unpaid award to which SELLER may be entitled: (1) due to taking by condemnation of any right, title or interest of SELLER and (2) for any damage to the Property due to change of grade of any street or highway. SELLER will deliver to PURCHASER at closing, or thereafter on demand, proper instruments for the



conveyance of title and the assignment and collection of award and damages;

(c) To the extent transferable, all licenses, permits, contracts and leases, if applicable, with respect to the property.

### **3. INSPECTIONS.**

3.1 PURCHASER shall have 30 days from the Effective Date to perform inspections of the Property as the PURCHASER deems necessary ("Inspection Period"). Within five (5) business days following the Effective Date of the Agreement, Seller shall provide Buyer with access to the following: (1) Documentation in Seller's possession relating to title and survey of the Property and (2) Copies of any environmental reports and topography, geotechnical and other studies that were previously performed for or upon the Property in Seller's possession, and (3) any prior surveys. The purpose of the inspection is to ensure that the property being acquired can be used for the public purpose of constructing a portion of the Lily Run Project.

3.2 During the Inspection Period, PURCHASER shall, at its sole cost and expense, determine the location of any utility services including, water, waste water, electric, telephone and all other utilities. At all times during the Inspection Period, PURCHASER and its agents shall be provided with reasonable access during normal business hours to the Property for purposes of on-site inspection, upon reasonable prior notice to SELLER. The scope of the inspection contemplated herein shall be determined by the PURCHASER as deemed appropriate under the circumstances provided however, no invasive environmental tests, surveys, audits or inspections may be performed by PURCHASER unless SELLER has provided its written consent thereto, which consent will not be unreasonably withheld, delayed or conditioned. PURCHASER shall promptly repair and restore any damage to the Property caused by, and will not allow any lien or claim of lien to be recorded as a result of PURCHASER'S inspections. To the extent permitted by law, PURCHASER agrees to indemnify and hold SELLER harmless from any losses, claims, costs, and expenses, including reasonable attorney's fees, which may result from or be connected with any acts or omissions of PURCHASER and/or its contractors and consultants during inspections that are done pursuant hereto which obligation shall survive termination of, or Closing under this

Agreement. Any contractors or consultants engaged by PURCHASER to perform such inspections shall be licensed by the State of Maryland and, prior to entering the Property, shall provide SELLER with evidence of insurance coverage in an amount and with a company reasonably satisfactory to SELLER.

3.3 During the Inspection Period, the PURCHASER, at its sole discretion, shall be entitled to terminate this Agreement for any reason. PURCHASER will provide written notice by mail or facsimile to SELLER and/or SELLER's counsel, which notice must be received prior to the expiration of the Inspection Period.

3.4 If during the Inspection Period PURCHASER delivers written notice to SELLER of PURCHASER'S determination that the Property is satisfactory and is approved by PURCHASER or if PURCHASER fails to timely deliver to SELLER any written notice exercising the termination right granted to PURCHASER, then this Agreement shall remain in full force and effect, and the parties shall proceed to closing.

#### **4. SELLER'S REPRESENTATIONS.**

4.1 To induce PURCHASER to enter into this Agreement, SELLER makes the following representations, all of which, to the best of SELLER'S knowledge, in all material respects and except as otherwise provided in this Agreement (i) are now true, and (ii) shall be true as of the date of the Closing unless SELLER receives information to the contrary, in which case SELLER shall immediately provide PURCHASER notice of such contrary information and upon receipt PURCHASER may, in its sole discretion, deem such contrary information material and terminate this Agreement, and (iii) shall survive the Closing.

4.2 At all times from the Effective Date until the Closing on the Property, SELLER shall keep the Property free and clear of all liens, encumbrances and/or clouds upon title, including without limitation, liens related to service, labor and/or materials furnished to, or for the benefit of, the Property, lis pendens, tax liens, permit violations, code violations, ordinance violations, and SELLER shall indemnify, defend and hold PURCHASER harmless from and against all expense and liability in connection therewith (including, without limitation, court costs and reasonable attorney's fees).

4.3 SELLER has no actual knowledge nor has SELLER received any notice of any

litigation, claim, action or proceeding, actual or threatened, against SELLER or the Property by any organization, person, individual or governmental agency which would affect (as to any threatened litigation, claim, action or proceeding, in a materially adverse fashion) the use, occupancy or value of the Property or any part thereof or which would otherwise relate to the Land.

4.4 SELLER has full power and authority to enter into this Agreement and to assume and perform its obligations hereunder in this Agreement. No action by any federal, state or municipal or other governmental department, commission, board, bureau or instrumentality is necessary to make this Agreement a valid instrument binding upon the SELLER in accordance with its terms. The execution and delivery of this Agreement and the consummation of the transaction contemplated hereunder on the part of the SELLER do not and will not violate any public or corporate obligations of the SELLER and will not conflict with or result in the breach of any condition or provision, or constitute a default under, or result in the creation or imposition of any lien, charge or encumbrance upon any of the terms of any contract, mortgage, lien, lease, agreement, indenture, instrument or judgment to which the SELLER is a party nor will create a lien or encumbrance upon the Property or assets of the SELLER.

4.5 SELLER represents that SELLER will not, between the date of this Agreement and the Closing, without PURCHASER'S prior written consent, which consent shall not be unreasonably withheld or delayed, except in the ordinary course of business, create any encumbrances on the Property. For purposes of this provision the term "encumbrances" shall mean any liens, claims, options, or other encumbrances, encroachments, rights-of-way, leases, easements, covenants, conditions or restrictions.

4.6 SELLER represents that there are no parties other than SELLER in possession of the Property or any portion of the Property as a lessee.

4.7 SELLER shall not list or offer the Property for sale or solicit or negotiate offers to purchase the Property while this Agreement is in effect. SELLER shall use its best efforts to maintain the Property in its present condition so as to ensure that it shall remain substantially in the same condition from the Effective Date to the Closing Date.

4.8 **REAL PROPERTY SOLD AS IS, WHERE IS, RELEASE:** SELLER makes no warranty regarding the title to the Property except as to any warranties which will be contained



in the instruments to be delivered by SELLER at Closing in accordance with this Agreement. SELLER makes and shall make no representation or warranty either expressed or implied (except as specifically set forth in the Agreement) regarding condition, operability, safety, fitness for intended purpose, use, governmental requirements, development potential, utility availability, legal access, economic feasibility or any other matters whatsoever with respect to the Property. The PURCHASER specifically acknowledges and agrees that SELLER shall sell and PURCHASER shall purchase the Property on an "AS IS, WHERE IS, AND WITH ALL FAULTS" basis and that, except for the SELLER'S representations and warranties specifically set forth in this Agreement and those obligations described in the Development Agreement, PURCHASER is not relying on any representations or warranties of any kind whatsoever, except as specifically set forth in this Agreement, express or implied, from SELLER its agents, officers, or employees, as to any matters concerning the Property including, without limitation, any matters relating to (1) the quality, nature, adequacy, or physical condition of the Property, (2) the quality nature, adequacy or physical condition of soils, fill, geology, or any groundwater, (3) the existence, quality, nature, adequacy or physical condition of utilities serving the Property, (4) the development potential, income potential, expenses of the Property, (5) the Property's value, use, habitability, or merchantability, (6) the fitness, suitability, or adequacy of the Property for any particular use or purpose, (7) the zoning or other legal status of the Property, (8) the compliance of the Property or its operation with any applicable codes, laws, rules, regulations, statutes, ordinances, covenants, judgments, orders, directives, decisions, guidelines, conditions, or restrictions of any governmental or quasi-governmental entity or of any other person or entity, including, without limitation, environmental person or entity, including without limitation, environmental laws, (9) the presence of Hazardous Materials (as defined herein) or any other hazardous or toxic matter on, under, or about the Property or adjoining or neighboring property, (10) the freedom of the Property from latent or apparent vices or defects, (11) peaceable possession of the Property, (12) environmental matters of any kind or nature whatsoever relating to the Property, (13) any development order or agreement, or (14) any other matter or matters of any nature or kind whatsoever relating to the Property.

4.9 As used herein, the term "Hazardous Materials" means (i) those substances included within the definitions of "hazardous substances", "hazardous materials", "toxic

substances" or "solid waste" in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. §960 et seq., the Resource Conservation and Recovery Act of 1976, 42 U.S.C. § 6901 et seq., the Hazardous Materials Transportation Act, 49 U.S. C. §1801 et seq., or the Clean Water Act, 33 U.S.C. §1321 et seq., as amended, and in the regulations promulgated pursuant thereto; (ii) those substances listed in the United States Department of Transportation Table (49 CFR §172.101) or by the Environmental Protection Agency as "hazardous substances", "hazardous materials", "toxic substances" or "solid waste", (iii) such other substances, materials and wastes which are regulated, or classified as hazardous or toxic, under applicable local, state or federal laws, ordinances or regulations; and any material, waste or substance which is petroleum, asbestos, polychlorinated, biphenyls, flammable explosives or radioactive materials.

## **5. EVIDENCE OF TITLE.**

5.1 **Title to the Property.** SELLER shall convey to PURCHASER at Closing, by delivery of a Special Warranty Deed, title to the subject Property. PURCHASER may secure a title insurance commitment issued by a title insurance underwriter approved by PURCHASER, for the subject Property insuring PURCHASER'S title to the Property. The costs and expenses relative to the issuance of a title commitment and an owner's title policy shall be borne by the PURCHASER.

5.2 **Title Insurance.** If PURCHASER so desires to obtain title insurance on the Property, the PURCHASER shall have Ten (10) days from the date of receiving said commitment to examine the title commitment ("Title Inspection Period"). If PURCHASER objects to any exception to title as shown in the title commitment, PURCHASER within ten (10) days of expiration of the Inspection Period shall notify SELLER in writing specifying the specific exception(s) to which it objects. Any objection(s) of which PURCHASER has so notified SELLER, and which SELLER chooses to cure, shall be cured by SELLER so as to enable the removal of said objection(s) from the title commitment within Ten (10) days after PURCHASER has provided notice to SELLER. Within five (5) days after the expiration of SELLER'S time to cure any objection, SELLER shall send to PURCHASER a notice in writing (a "cure notice") stating either (i) that the objection has been cured and in such case enclosing evidence of such cure, or (ii) that SELLER is either unable to cure or has chosen not to cure such

objection. If SELLER shall be unable or unwilling to cure all objections within the time period set forth in the preceding sentence, then PURCHASER may (a) terminate this Agreement by written notice to the SELLER within five (5) days after receipt of a cure notice specifying an uncured objection; or (b) subject to the provisions set forth below, proceed to close the transaction contemplated herein despite the uncured objection.

5.3. **Legal Description.** Within ten (10) days of the Effective Date of this Agreement, SELLER shall provide PURCHASER with: a correct legal description of the Property which, upon approval thereof by PURCHASER and SELLER (not to be unreasonably withheld), shall be the legal description used in the deed of conveyance. The survey and legal description shall be prepared and certified by a surveyor licensed and registered in the State of Maryland and shall comply with the requirements of the survey map established in connection with the issuance of an owner's title insurance policy on the Land. The survey shall be certified to PURCHASER and the title insurance company issuing the title insurance.

## 5. **PURCHASER'S REPRESENTATIONS.**

PURCHASER hereby represents and warrants to the best of its knowledge that all of the following are true and correct:

5.1 PURCHASER has full power and authority to enter into this Agreement and to assume and perform all of its obligations hereunder.

5.2 The execution and delivery of this Agreement and the consummation of the transaction contemplated hereunder on the part of the PURCHASER do not and will not violate the corporate or organizational documents of PURCHASER and will not conflict with or result in the breach of any condition or provision, or constitute a default under, or result in the creation or imposition of any lien, charge or encumbrance upon any of the terms of any contract, mortgage, lien, lease, agreement, indenture, instrument or judgment to which the PURCHASER is a party.

5.3 No action by any federal, state, or other governmental department, commission, board, bureau or instrumentality is necessary to make this Agreement a valid instrument binding upon PURCHASER in accordance with its terms and conditions, except otherwise provided herein.



5.4 All of the representations, warranties and covenants of PURCHASER contained in this Agreement or in any other document, delivered to SELLER in connection with the transaction contemplated herein shall be true and correct in all material respects and not in default at the time of Closing, just as though they were made at such time.

**6. CONDITIONS PRECEDENT TO CLOSING.**

Each of the following events or occurrences ("Conditions Precedents") shall be a condition precedent to PURCHASER'S obligation to close this transaction:

(a) PURCHASER has completed its inspection of the Property, and performed all of its obligations and conditions of this Agreement.

(b) SELLER has performed all covenants, agreements and obligations, and complied with all conditions required by this Agreement to convey clear and marketable title of the Property to PURCHASER, prior to closing.

(c) Approval of this Agreement by the City Council of Havre de Grace.

**7. CLOSING DOCUMENTS.**

At Closing, SELLER shall deliver to PURCHASER a Special Warranty Deed, and any other documents as listed as title requirements in the Title Commitment to assure the conveyance of good and marketable fee simple title of the Property to the PURCHASER.

**8. CLOSING COSTS, TAXES AND PRORATIONS.**

8.1 **Seller's Closing Costs.** SELLER shall pay for the following items prior to or at Closing:

(a). Transfer and recording taxes if any.

8.2 **Purchaser's Closing Costs.** PURCHASER shall pay for the following items prior to or at Closing:

(a) Cost of obtaining owner's title insurance policy

(b) Recording fees, if any.

**9. CLOSING DATE AND PLACE.**

The Closing will take place on or before the expiration of thirty (30) calendar days following the date of the last party to sign this Agreement.

**10. TERMINATION AND DEFAULT.**



10.1 **Termination by Purchaser.** In the event that any inspections as set forth in Section 3. herein and any review of documents conducted by the PURCHASER relative to the Property during the Inspection Period, prove unsatisfactory in any fashion, the PURCHASER, at its sole discretion, shall be entitled to terminate this Agreement. PURCHASER will provide written notice of said termination by mail or facsimile to SELLER no later than the date of expiration of the Inspection Period

10.2 **Default.** In the event of a default by SELLER, SELLER shall pay to PURCHASER all funds expended by PURCHASER prior to the Closing to facilitate the acquisition of the property, including attorneys' fees. Further, if either party defaults, each shall have the election of the following remedies: (1) seek damages incurred resulting from the other party's default; or (2) equitable relief to enforce the terms and conditions of this Agreement through a decree for specific performance and/or injunctive relief.

10.3 **Force Majeure.** Notwithstanding the provisions of the immediately preceding sentences, the dates provided above may be extended on a day to day basis for delays occasioned by acts of God, catastrophe and inclement weather which is in excess of those days normally forecasted by the National Weather Service for the given month beyond the reasonable control of the parties.

10.4 **Mediation and Venue.** Prior to the institution of any lawsuit for damages or to enforce this agreement, the parties agree to first attempt to resolve their dispute through mediation. The fees and expenses of such mediator shall be borne equally by the parties hereto. In the event of the failure of the parties to settle the dispute by mediation, either party may bring the dispute for legal redress before the Circuit or District Courts for Harford County, Maryland.

11. **BROKER.** The parties each represent to the other that they have not dealt with any real estate broker, real estate salesman or finder in conjunction with this transaction who is entitled to a fee or brokerage commission in accordance with Maryland law.


12. **SEVERALBILITY.** If any provision in this Agreement shall be held to be excessively broad, it shall be construed, by limiting and reducing it, to be enforceable to the extent compatible with applicable law. If any provision in this Agreement shall, notwithstanding the

preceding sentence, be held illegal or unenforceable, such illegality or unenforceability shall not affect any other provision of this Agreement.

**13. NOTICE.**

All written notices shall be deemed effective if sent to the following places:

PURCHASER: Mayor and City Council of Havre de Grace  
Attn: Director of Administration  
711 Pennington Avenue  
Havre de Grace, MD 21078

SELLER: Allen Fair  
  
\_\_\_\_\_

**14. GOVERNING LAW.** This Agreement shall be governed by the laws of the State of Maryland. Each party agrees that the Circuit Court for Harford County or the District Court in Harford County shall be the exclusive jurisdiction and venue of any litigation or special proceeding to resolve any dispute or claim arising from or related to or connected with this Agreement, including any claims based upon equity, statute, common law or rule. The parties hereby waive any objection to such forum based upon venue or forum non convenient grounds.

**15. ENTIRE AGREEMENT.** All prior understandings and agreements between SELLER and PURCHASER are merged in this Agreement. This Agreement completely expresses their full agreement.

**16. AMENDMENT.** No modification or amendment of this Agreement shall be of any force or effect unless in writing and executed by both SELLER and PURCHASER.


**17. SUCCESSORS.** This Agreement shall apply to and bind the executors, administrators, successors and assigns of SELLER and PURCHASER. Any assignment of this Agreement must be approved by the Mayor and City of Havre de Grace.

**18. COUNTERPARTS:** This Agreement may be executed in two or more counterparts, each of which shall be taken to be an original and all collectively deemed one instrument. The parties hereto agree that a facsimile copy hereof and any signatures hereon shall be considered for all purposes as originals.

**19. LITIGATION COSTS.** In connection with any litigation arising out of this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party all costs and expenses incurred, including its reasonable attorney's fees at all trial and appellate levels and post judgment proceedings.


**20. WAIVER OF JURY TRIAL.** Each party hereby knowingly, voluntarily and intentionally waives any and all rights it may have to a trial by jury in respect of any dispute, litigation or court action (including, but not limited to, any claims, crossclaims or third-party claims) arising from, growing out of, or related to this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the dates indicated below:


  
\_\_\_\_\_  
Stephen J. Gamatoria,  
Director of Administration

By:

PURCHASER:  
Mayor and City Council of Havre de Grace


  
\_\_\_\_\_  
William T. Martin, Mayor

Approved for legal  
sufficiency this 2nd day of  
October, 2023.

  
\_\_\_\_\_  
April C. Ishak, City  
Attorney

STATE OF MARYLAND )  
 )ss:  
COUNTY OF HARFORD )

The foregoing instrument was acknowledged before me this 30 day of Sept., 2023, by WILLIAM T. MARTIN, Mayor, who stated he is duly authorized to execute this instrument on behalf of the Mayor and City Council of Havre de Grace, who is personally known to me or has produced sufficient identification.

  
\_\_\_\_\_  
Notary Public  
APRIL C. ISHAK  
\_\_\_\_\_  
Print Name  
My Commission expires: 3-6-26



SELLER:

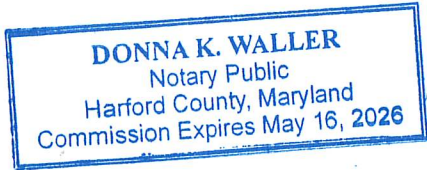
Allen Fair

Allen Fair

STATE OF MARYLAND )

COUNTY OF HARFORD )

The foregoing instrument was acknowledged before me this 30 day of Sept 2023 ALLEN FAIR, who is personally known to me and has executed the foregoing instrument.



Donna K Waller

Notary Public

Donna K Waller

Print Name

My Commission expires: May 16, 2026

# Exhibit B

## Amendment to Real Estate Purchase and Sale Agreement

This Amendment to Real Estate Purchase and Sale Agreement is made and entered this 26<sup>th</sup> day of October by and between ALLEN J. FAIR, (“Seller”) and the Mayor and City Council of Havre de Grace, a Maryland municipal corporation (“Purchaser”) (collectively, “Parties”).

Whereas, Paragraph 1.2 of the original Agreement effective September 30, 2023 provides that the “Closing Date” . . . “shall occur and shall be no later than thirty (30) calendar days from the effective date of this Agreement, or any extension thereof as mutually agreed by the parties”; and

Whereas, the Parties mutually agree to extend the time for Closing to accommodate the City Council’s meeting schedule for approval and acceptance of the Deed;

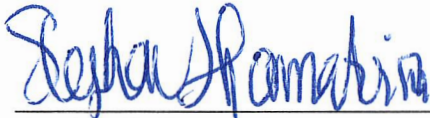
Now therefore, the Purchaser and Seller agree to amend Paragraph 1.2 of the Agreement as follows:

1.2 “Closing Date” shall occur no later than thirty (30) days from the effective date of this Amendment.

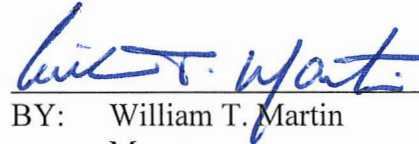
IN WITNESS WHEREOF, the parties have executed this Amendment to the Real Estate Purchase and Sale Agreement as of the dates indicated below:

PURCHASER:

Mayor and City Council of Havre de Grace




Stephen J. Gamatoria  
Director of Administration



BY: William T. Martin  
Mayor

Approved for legal sufficiency this  
25 day of October, 2023



April C. Ishak, City Attorney

STATE OF MARYLAND )

)ss:

COUNTY OF HARFORD )

The foregoing instrument was acknowledged before me this 26<sup>th</sup> day of October, 2023, by WILLIAM T. MARTIN, Mayor, who stated he is duly authorized to execute this instrument on behalf of the Mayor and City Council of Havre de Grace, who is personally known to me or has produced sufficient identification.

Tamara J. Brinkman

Notary Public

TAMARA L. BRINKMAN

Print Name

My Commission expires: 4-12-2025

SELLER:

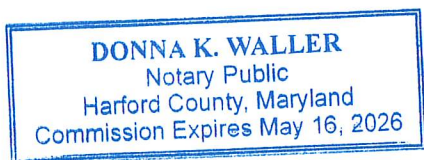
*Allen Fair*

Allen Fair

STATE OF MARYLAND )

COUNTY OF HARFORD )

The foregoing instrument was acknowledged before me this 26 day of October, 2023, by ALLEN FAIR, who is personally known to me and has executed the foregoing instrument.



*Donna K Waller*

Notary Public

*Donna K Waller*

Print Name

My Commission expires: May 16 2026



## Exhibit C

FS-MD23-1555  
Tax ID: 06-020127

**This Deed**, made this 9th day of November, 2023, by and between Allen J. Fair, GRANTOR, and Mayor and City Council of Havre de Grace, a Municipal Corporation, GRANTEE.

~Witnesseth~

**That in consideration** of the sum of Two Hundred Thousand and 00/100 Dollars (\$200,000.00), which includes the amount of any outstanding Mortgage or Deed of Trust, if any, the receipt of which is hereby acknowledged, the said Grantor does hereby grant and convey to the said Grantee, in fee simple, all that lot of ground situate in the County of Harford, State of Maryland and described as follows, that is to say:

BEGINNING FOR THE SAME at the intersection of the center lines of Wilson Street and Bloomsbury Avenue: running thence with the center line of said Bloomsbury Avenue, North 6 degrees 57 minutes 30 seconds East 256.0 feet thence, along or near the middle of a small stream South 69 degrees 37 minutes 38 seconds West 403.13 feet to the center line of Pusey Street; thence with the center line of Pusey Street, South 10 degrees 44 minutes 26 seconds East 26.5 feet; thence with the center line of the driveway in the rear of a frame building: North 84 degrees 28 minutes East 110.45 feet; thence, with the center of the driveway between said building, and another frame building, South 5 degrees, 32 minutes East 89.0 feet to the center line of Wilson Street, in a curve: thence with the center line of said Wilson Street, on a curve to the right having a radius of 910.05 feet and an arc of 178.0 feet to its P.C. thence on a tangent, South 83 degrees 2 minutes 30 seconds East 45.0 feet to the beginning, as surveyed June 20th, 1944, containing 1.2 acres of land more or less.

The improvements thereon being commonly known as 06-020127 Bloomsbury Avenue, Havre de Grace, MD 21078 (for informational purposes only).

Tax ID Number: 06-020127

BEING the fee simple property which, by Deed dated May 15, 2019, and recorded May 16, 2019, in the Land Records of the County of Harford, Maryland, in Liber JJR 13266, Folio 386, was granted and conveyed by Stephen E. Owen unto Allen J. Fair.

**Together with** the buildings and improvements thereon erected, made or being; and all and every, the rights, alleys, ways, waters, privileges, appurtenances and advantages thereto belonging, or in anywise appertaining.

**To Have and To Hold** the said tract of ground and premises above described and mentioned, and hereby intended to be conveyed, together with the rights, privileges, appurtenances and

advantages thereto belonging or appertaining unto and to the proper use and benefit of the said Mayor and City Council of Havre de Grace, a Municipal Corporation, in fee simple.

**And** the Grantor hereby covenants that he has not done or suffered to be done any act, matter or thing whatsoever, to encumber the property hereby conveyed; that he will warrant specially the property hereby granted; and that he will execute such further assurances of the same as may be requisite.

**In Witness Whereof**, Grantor has caused this Deed to be properly executed and sealed the day and year first above written.

\_\_\_\_\_

\_\_\_\_\_(SEAL)  
Allen J. Fair

STATE OF MARYLAND  
COUNTY OF HARFORD

} ss

I hereby certify that on this 9th day of November, 2023, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared Allen J. Fair, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged the same for the purposes therein contained, and further acknowledged the foregoing Deed to be his act, and in my presence signed and sealed the same, giving oath under penalties of perjury that the consideration recited herein is correct.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

**In Witness Whereof**, Grantee has accepted this Deed and acknowledged it to be properly executed and sealed the day and year first above written.

BUYER:  
Mayor and City Council of Havre de Grace,  
A Municipal Corporation

\_\_\_\_\_  
Witness

By: \_\_\_\_\_(SEAL)  
William T. Martin, Mayor

STATE OF MARYLAND                    }  
COUNTY OF HARFORD                } ss

I hereby certify that on this 9th day of November, 2023, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared William T. Martin, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged the same for the purposes therein contained, and further acknowledged the acceptance of the foregoing Deed to be his act, and in my presence signed and sealed the same, giving oath under penalties of perjury that the consideration recited herein is correct.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

THIS IS TO CERTIFY that the within Deed was prepared by, or under the supervision of the undersigned, an Attorney duly admitted to practice before the Court of Appeals of Maryland.

\_\_\_\_\_  
JW Walker, Esq.

AFTER RECORDING, PLEASE RETURN TO:  
Flagship Real Estate Services, LLC  
808 S. Main Street, Bel Air, MD 21014  
P: 410-709-1460 - F: 410-709-1461