



**Council of the Town of Leonardtown
Ordinance No. 205
Subject: Sale of Surplus Real Property,
Acquisition of Real Property for a Public Purpose, and
Exchange of Stormwater Management Easements**

Date Introduced on First Reading: December 14, 2020
Town Commissioners Public Hearing: January 11, 2021
Date Adopted on Second Reading: January 11, 2021
Date Effective: February 1, 2021

AN ORDINANCE for the purposes of: 1) approving the sale of a portion of certain real property located on Court House Drive, Leonardtown, Maryland, described in a deed dated November 8, 1972 and recorded among the Land Records of St. Mary's County, Maryland at Liber D.B.K. No. 183, folio 406, and shown on St. Mary's County Tax Map 133, Grid 11 as a portion of Parcel No. 360, with a Tax Account Number of 03-015297, consisting of 970 square feet, more or less, to Van Wert, LLC for the sum of \$4,268.00, such property having previously been declared by the Council of the Town of Leonardtown to be surplus and no longer necessary for any present or anticipated public purpose or use; 2) approving the purchase of certain real property located on Van Wert Lane, Leonardtown, Maryland, described in a deed dated April 30, 2009 and recorded among the Land Records of St. Mary's County, Maryland at Liber J.W.W. No. 3321, folio 55, and shown on St. Mary's County Tax Map 133, Grid 11 as Parcel No. 364, with a Tax Account Number of 03-011704, consisting of 16,190 square feet, more or less, from Van Wert, LLC for the sum of \$192,391.00 for the public purpose of expanding the Town's wastewater treatment plant; 3) approving the exchange of easements with Van Wert, LLC for the purposes of stormwater management and parking; and 4) authorizing the Mayor and the Town Administrator to execute all documents and take any and all action necessary and incidental to effectuate the foregoing sale and purchase of real property and exchange of easements; providing that the title of this Ordinance shall be deemed a fair summary; and generally relating to the sale and purchase of real property and exchange of stormwater management easements in the Town of Leonardtown.

RECITALS

WHEREAS, pursuant to § 5-204(c)(3) and (4) of the Local Government Article of the Annotated Code of Maryland and §§ 501(49) and 1201 of the Charter of the Town of Leonardtown (the “Charter”), the Council of the Town of Leonardtown (the “Council”), as the chief legislative authority for The Commissioners of Leonardtown, a Maryland municipal corporation (the “Town”), have the express ordinance-making power to sell at public or private sale after 20 days’ public notice and to convey to the purchaser thereof any real property belonging to the Town when the Council determines that it is no longer needed for any public use and to acquire by conveyance, purchase, or condemnation any real or leasehold property needed for a public purpose; and

WHEREAS, pursuant to a deed dated November 8, 1972 and recorded among the Land Records of St. Mary’s County, Maryland in Liber D.B.K. No. 183, folio 406, Margaret D. Frazier, Personal Representative of the Estate of Mary Lillian Drury Duke, transferred to the Town all that lot or parcel of ground situate, lying, and being in the Town of Leonardtown, in the Third Election District of St. Mary’s County, Maryland, shown on Tax Map 133, Grid 11 as Parcel 360, located at Court House Drive, consisting of 2.93 acres of land, more or less (“Parcel 360”); and

WHEREAS, pursuant to a deed dated April 30, 2009 and recorded among the Land Records of St. Mary’s County, Maryland in Liber J.W.W. No. 3321, folio 55, The Suzanne Henderson Revocable Trust transferred to Van Wert, LLC (“Van Wert”) all that lot or parcel of ground situate, lying, and being in the Town of Leonardtown, in the Third Election District of St. Mary’s County, Maryland, shown on Tax Map 133, Grid 11 as Parcel 364, located at Van Wert Lane, consisting of 16,190 square feet of land, more or less (the “Van Wert Property”); and

WHEREAS, pursuant to Resolution No. 4-20, adopted December 14, 2020 during a public meeting, the Council declared a portion of Parcel 360 consisting of 970 square feet of land, more or less (the “Town Property”), to be surplus and no longer needed for any public use and authorized the Mayor and Town Administrator to proceed with negotiating the terms of sale thereof to Van Wert as well as the Town’s acquisition of the Van Wert Property for the public purpose of expanding the Town’s wastewater treatment plant and the exchange of easements between the parties to alleviate runoff at the Town’s wastewater treatment plant and for parking purposes, subject to final approval by ordinance of the Council; and

WHEREAS, the Council has determined that for and in consideration of the sum of Four Thousand Two Hundred Sixty-Eight and 00/100 Dollars (\$4,268.00), and other terms and conditions set forth in the Contract attached hereto as Exhibit 1, the Town shall convey the Town Property to Van Wert, together with any and all buildings and improvements thereupon erected, made, or being, any and all rights, ways, waters, privileges, appurtenances, and advantages thereto belonging or appertaining, and subject to any and all restrictions, covenants, easements, conditions, liens, or agreements as may appear among the Land Records of St. Mary’s County, Maryland; and

WHEREAS, the Council has determined that for and in consideration of the sum of One Hundred Ninety-Two Thousand Three Hundred Ninety-One and 00/100 Dollars (\$192,391.00), and other terms and conditions set forth in the Contract attached hereto as Exhibit 1, the Town shall purchase the Van Wert Property from Van Wert, together with any and all buildings and improvements thereupon erected, made, or being, any and all rights, ways, waters, privileges, appurtenances, and advantages thereto belonging or appertaining, and subject to any and all restrictions, covenants, easements, conditions, liens, or agreements as may appear among the Land Records of St. Mary's County, Maryland; and

WHEREAS, the Council finds that approving the Town's sale of the Town Property to Van Wert and the Town's purchase of the Van Wert Property from Van Wert as set forth herein and in the Contract attached hereto as Exhibit 1, and the exchange of easements between the Town and Van Wert for stormwater management and parking purposes as set forth herein and in the Easement Agreement attached hereto as Exhibit 2 would be in the best interest of the health, safety, and welfare of the citizens of the Town.

SECTION I. BE IT ORDAINED BY THE COUNCIL OF THE TOWN OF LEONARDTOWN, that the Council hereby authorizes the Town's sale of that portion of real property located at Court House Drive in the Town of Leonardtown, described in a deed dated November 8, 1972 and recorded among the Land Records of St. Mary's County, Maryland in Liber D.B.K. No. 183, folio 406, and shown on St. Mary's County Tax Map 133, Grid 11 as a portion of Parcel No. 360, with a Tax Account Number of 03-015297, consisting of 970 square feet of land, more or less, together with any and all buildings and improvements thereupon erected, made, or being, any and all rights, ways, waters, privileges, appurtenances, and advantages thereto belonging or appertaining, and subject to any and all restrictions, covenants, easements, conditions, liens, or agreements as may appear among the Land Records of St. Mary's County, Maryland, such real property having previously been declared by the Council to be surplus and no longer needed for any present or anticipated public purpose or use.

SECTION II. AND BE IT FURTHER ORDAINED that the Council hereby authorizes the Town's purchase of all that real property located at Van Wert Lane in the Town of Leonardtown, described in a deed dated April 30, 2009 and recorded among the Land Records of St. Mary's County, Maryland in Liber J.W.W. No. 3321, folio 55, and as shown on St. Mary's County Tax Map 133, Grid 11 as Parcel No. 364, with a Tax Account Number of 03-011704, consisting of 16,190 square feet of land, more or less, together with any and all buildings and improvements thereupon erected, made, or being, any and all rights, ways, waters, privileges, appurtenances, and advantages thereto belonging or appertaining, and subject to any and all restrictions, covenants, easements, conditions, liens, or agreements as may appear among the Land Records of St. Mary's County, Maryland, for the public purpose of expanding the Town's wastewater treatment plant.

SECTION III. AND BE IT FURTHER ORDAINED that the Council hereby authorizes the Mayor to execute a contract for the sale of the Town Property to Van Wert for the sum of Four Thousand Two Hundred Sixty-Eight and 00/100 Dollars (\$4,268.00) and the purchase of the Van Wert Property from Van Wert for the sum of One Hundred Ninety-Two Thousand Three Hundred Ninety-One and 00/100 Dollars (\$192,391.00) in substantially the

same form as the Contract attached hereto as Exhibit 1.

SECTION IV. AND BE IT FURTHER ORDAINED that the Council hereby authorizes the Mayor to execute the Easement Agreement attached hereto as Exhibit 2 for the purpose of the Town and Van Wert granting easements to one another for the purposes of alleviating runoff at the Town's wastewater treatment plant and parking, as more fully set forth therein, which will materially benefit the Town.

SECTION V. AND BE IT FURTHER ORDAINED that the Council hereby authorizes the Mayor and the Town Administrator to do any and all things and execute any and all documents necessary and incidental to the Town's sale of the Town Property to Van Wert, the Town's purchase of the Van Wert Property from Van Wert, and the exchange of easements between the Town and Van Wert.

SECTION VI. AND BE IT FURTHER ORDAINED that the recitals to this Ordinance are incorporated herein and deemed a substantive part of this Ordinance.

SECTION VII. AND BE IT FURTHER ORDAINED that this Ordinance is not intended to become part of the Town Code.

SECTION VIII. AND BE IT FURTHER ORDAINED that, if any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held invalid or unconstitutional by any court or competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portions of this Ordinance, it being the intent of the Council that this Ordinance shall stand, notwithstanding the invalidity of any section, subsection, sentence, clause, phrase, or portion hereof.

SECTION IX. AND BE IT FURTHER ORDAINED that all ordinances or parts of ordinances inconsistent with the provisions of this Ordinance are hereby repealed to the extent of such inconsistency.

SECTION X. AND BE IT FURTHER ORDAINED that the title of this Ordinance, or a condensed version thereof, shall be deemed to be, and is, a fair summary of this Ordinance for publication and all other purposes.

SECTION XI. AND BE IT FURTHER ORDAINED that this Ordinance shall become effective twenty (20) days following approval by the Mayor or passage by the affirmative vote of four-fifths of the whole Council after veto by the Mayor, in accordance with the provisions of Md. Code Ann., Local Gov't § 5-204(c)(3) and §§ 501(49) and 1201 of the Charter.

Councilpersons of Leonardtown:

Laschelle E. McKay

Laschelle E. McKay
Town Administrator

J. Maguire Mattingly, IV

J. Maguire Mattingly, IV
Vice President

Virtual

Tyler Alt
Council Member

Seal:

Christy Hollander

Christy Hollander
Council Member

Mary Maday Slade

Mary Maday Slade
Council Member

Nick B. Colvin

Nick B. Colvin
Council Member

This Ordinance was presented to the Mayor for his approval or disapproval pursuant to Section 210 of the Charter of the Town of Leonardtown this 11th day of January, 2021.

Laschelle E. McKay

Laschelle E. McKay, Town Administrator

In accordance with Section 210 of the Charter of the Town of Leonardtown, I hereby (Approve) or (Disapprove) approve this Ordinance this 11th day of January 2021, 2021.

Daniel W. Burris
Daniel W. Burris, Mayor

EXHIBIT 1

Contract for Sale and Purchase of Real Property

CONTRACT FOR SALE AND PURCHASE OF REAL PROPERTY

THIS CONTRACT FOR SALE AND PURCHASE OF REAL PROPERTY (this "Contract") is made this ____ day of _____, 2021, by and between **THE COMMISSIONERS OF LEONARDTOWN**, a Maryland municipal corporation (the "Town"), and **VAN WERT, LLC**, a Maryland limited liability company, 22545 Bayside Road, P.O. Box 2324, Leonardtown, Maryland 20650 ("Van Wert").

WITNESSETH:

For and in consideration of the mutual promises, covenants, agreements, and conditions herein set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Town and Van Wert (collectively, the "Parties") hereby covenant and agree as follows:

Section 1. *Sale and Purchase of Real Estate; Effective Date.*

1.01. *Sale and Purchase of Real Estate.*

(a) The Town hereby agrees to sell and shall sell to Van Wert, and Van Wert agrees to purchase and shall purchase from the Town, at the price and upon the terms and conditions set forth in this Contract, that certain real property located at Court House Drive, Leonardtown, Maryland, in the Third Election District of St. Mary's County, Maryland, being known and designated as a portion of Parcel 164 on St. Mary's County Tax Map 133, Grid 11 and containing 970 square feet of land, more or less, which property is more fully described in the metes and bounds description prepared by, which is attached hereto and incorporated herein by reference as Exhibit 1(A) and shown on the survey plat prepared by ..., which is attached hereto as Exhibit 1(B) and incorporated herein by reference, together with all rights, ways, privileges, and easements appurtenant thereto, all rights, title, and interest of the Town, if any, in and to the land lying in the bed of any street, highway, or alley in front of or adjoining the land, the appurtenances and all the estate and rights of the Town in and to the land and improvements, and all right, title, and interest of the Town, if any, in and to the fixtures, equipment, and other personal property attached or appurtenant to the land or improvements. The property and rights described herein are collectively called the "Town Property." Title to the Town Property is vested in the Town pursuant to a Deed from Margaret D. Frazier, Personal Representative of the Estate of Mary Lillian Drury Duke, to the Town dated November 8, 1972 and recorded among the Land Records of St. Mary's County, Maryland in Liber D.B.K. No. 183, folio 406.

(b) Van Wert hereby agrees to sell and shall sell to the Town, and the Town agrees to purchase and shall purchase from Van Wert, at the price and upon the terms and conditions set forth in this Contract, all that certain real property located at Van Wert Lane, Leonardtown, Maryland, in the Third Election District of St. Mary's County, Maryland, being known and designated as Parcel 364 on St. Mary's County Tax Map 133, Grid 11 and containing 16,190 square feet of land, more or less, which property is more fully described in the metes and bounds description prepared by, which is attached hereto and incorporated herein by reference as Exhibit 2(A) and shown on the survey plat prepared by ..., which is attached hereto as Exhibit 2(B) and incorporated herein by reference, together with all rights, ways, privileges, and easements appurtenant thereto, all rights, title, and interest of Van Wert,

Town's Initials: ___/___
Van Wert's Initials: ___/___

if any, in and to the land lying in the bed of any street, highway, or alley in front of or adjoining the land, the appurtenances and all the estate and rights of Van Wert in and to the land and improvements; and all right, title, and interest of Van Wert, if any, in and to the fixtures, equipment, and other personal property attached or appurtenant to the land or improvements. The property and rights described herein are collectively called the "Van Wert Property." Title to the Van Wert Property is vested in Van Wert pursuant to a Deed from The Suzanne Henderson Revocable Trust to Van Wert dated April 30, 2009 and recorded among the Land Records of St. Mary's County, Maryland in Liber J.W.W. No. 3321, folio 55.

1.02. *Effective Date.* This Contract shall not be effective until the date upon which it has been executed by all of the Parties hereto (the "Effective Date").

Section 2. *Purchase Price; Other Consideration.*

2.01. *Purchase Price.*

(a) The purchase price to be paid by Van Wert to the Town for the Town Property is FOUR THOUSAND TWO HUNDRED SIXTY-EIGHT AND 00/100 DOLLARS (\$4,268.00) (the "Van Wert Purchase Price"). At the Closing, Van Wert shall pay the entire Van Wert Purchase Price by cash, certified funds, or electronic funds transfer.

(b) The purchase price to be paid by the Town to Van Wert for the Van Wert Property is ONE HUNDRED NINETY-TWO THOUSAND THREE HUNDRED NINETY-ONE AND 00/100 DOLLARS (\$192,391.00) (the "Town Purchase Price"). At the Closing, the Town shall pay the entire Town Purchase Price by cash, certified funds, or electronic funds transfer.

2.02. *Other Consideration.*

As additional consideration for the transaction set forth herein, the Parties agree as follows:

(a) The Parties shall grant to one another easements over certain real property owned by the Town and Van Wert for stormwater management and parking purposes, the terms and conditions of which shall be more fully set forth in an easement agreement between the parties to be executed at or prior to the Closing.

(b) The Town shall permit the current tenant on the Van Wert Property to continue leasing the premises under the terms of the existing lease until the end of the tenant's current term, which expires on May 30, 2021. Van Wert shall provide the existing lease for the Van Wert Property to the Town as well as the tenant's acknowledgement of the transfer of title of the Van Wert Property from Van Wert to the Town prior to the end of the Due Diligence Period.

(c) The Town shall permit Van Wert to use any fencing left on the Town Property following the Closing.

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(d) Van Wert shall leave the large shed on the Van Wert Property for the Town's use.

(e) Van Wert shall be permitted to locate a storage trailer on their property known as Parcel 363, subject to all applicable local laws and regulations.

Section 3. *The Closing.*

Except as otherwise provided in this Contract, the closing pursuant to this Contract (the "Closing") shall take place on or before April 1, 2021, at the Town Hall, 22670 Washington Street, Leonardtown, Maryland 20650, or at another location mutually convenient to the Parties. The Closing shall be conducted by MacLeod Law Group, LLC. (the "Closing/Escrow Agent"). The Closing/Escrow Agent is authorized to receive, deposit, and distribute funds for the Parties; prepare and obtain execution of escrow instructions, closing documents, and instruments evidencing the terms and conditions of this transaction as are required for the Closing; conduct the Closing; and provide for recording of the documents. The Town shall be solely responsible for all closing costs, which may include a judgment and lien search, settlement document preparation, the conducting of the settlement, and any premium for title insurance; provided, however, that Van Wert shall be responsible for any premium for title insurance for the Town Property.

Section 4. *Warranties, Representations, and Indemnification.*

4.01. *Satisfaction of Liabilities; Status of Existing Mortgages.*

(a) The Town warrants that all outstanding liabilities encumbering the title of the Town Property shall be paid in full at, on, or before the Closing. The title conveyed to Van Wert shall be good and merchantable, free of liens and encumbrances except use, occupancy, and similar restrictions of public record which are generally applicable to properties in the immediate neighborhood or subdivision in which the Town Property is located, easements which may be observed by an inspection of the Town Property, and such utility and other easements as do not materially adversely affect the fair market value of the Town Property. If the Town Property is encumbered by an existing mortgage(s), no written notice has been received from the mortgagee(s) asserting that a default or breach exists thereunder which remains uncured, and no such notice shall have been received and remained uncured on the Closing date. The Town shall pay or make, as and when due and payable, all payments of principal and interest and all deposits required to be paid or made under the existing mortgage(s).

(b) Van Wert warrants that all outstanding liabilities encumbering the title of the Van Wert Property shall be paid in full at, on, or before the Closing. The title conveyed to the Town shall be good and merchantable, free of liens and encumbrances except use, occupancy, and similar restrictions of public record which are generally applicable to properties in the immediate neighborhood or subdivision in which the Van Wert Property is located, easements which may be observed by an inspection of the Van Wert Property, and such utility and other easements as do not materially adversely affect the fair market value of the Van Wert Property. If the Van Wert Property is encumbered by an existing mortgage(s), no written notice has been received from the mortgagee(s) asserting that a default or breach exists thereunder which remains uncured, and no such notice shall have been

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Van Wert's Initials: _____

received and remained uncured on the Closing date. Van Wert shall pay or make, as and when due and payable, all payments of principal and interest and all deposits required to be paid or made under the existing mortgage(s).

4.02. *Litigation.*

(a) The Town represents and warrants that there is no litigation pending and it is not aware of any potential actions against or relating to the Town Property or its owner, nor does it know or have reasonable grounds to know of any basis for such actions relative to the Town Property.

(b) Van Wert represents and warrants that there is no litigation pending and it is not aware of any potential actions against or relating to the Van Wert Property or its owner, nor does it know or have reasonable grounds to know of any basis for such actions relative to the Van Wert Property.

4.03. *Actual Ownership.*

(a) The Town represents and warrants that it is the sole owner of the Town Property and is fully authorized to enter into this transaction.

(b) Van Wert represents and warrants that it is the sole owner of the Van Wert Property and is fully authorized to enter into this transaction.

4.04. *Insurance.*

(a) The Town shall maintain in full force and effect until the Closing date all property insurance policies for the Town Property, as well as any other insurance policies related to the Town Property in place as of the Effective Date of this Contract.

(b) Van Wert shall maintain in full force and effect until the Closing date all property insurance policies for the Van Wert Property, as well as any other insurance policies related to the Van Wert Property, in place as of the Effective Date of this Contract.

Section 5. *Deed and Title.*

At Closing, upon payment in full of the Purchase Price, a deed for the Town Property containing covenants of special warranty and further assurances shall be executed at the Town's expense by the Town, which shall convey the Town Property to Van Wert in fee simple, and a deed for the Van Wert Property containing covenants of special warranty and further assurances shall be executed at the Town's expense, which shall convey the Van Wert Property to the Town in fee simple.

Town's Initials: _____
Van Wert's Initials: _____
Page 4 of 16

Section 6. *Due Diligence Period.*

6.01. From the Effective Date of this Contract for a period of ten (10) days (the “Due Diligence Period”), the Town and its representatives and Van Wert and its representatives shall be entitled to access to the Van Wert Property and the Town Property, respectively, during normal business hours and upon reasonable notice to the other Party, to conduct normal and customary due diligence consisting of investigations and analysis.

(a) Prior to, or at the time of, execution of this Contract, the Town shall provide to Van Wert the most current survey, deed by which the Town acquired the Town Property, most current tax bill, and tax assessment information regarding the Town Property. Should Van Wert determine in its sole and absolute judgment during the Due Diligence Period that the Town Property is not suitable for Van Wert, or if Van Wert’s due diligence reveals conditions on the Town Property which would materially adversely affect Van Wert’s ability to use the Town Property for Van Wert’s intended use, Van Wert shall so notify the Town no later than by the end of the Due Diligence Period. If Van Wert so notifies the Town on a timely basis of its dissatisfaction with the Town Property as set forth herein, Van Wert shall not be obligated to purchase the Town Property. However, should Van Wert fail to so notify the Town of its dissatisfaction with the Town Property before the end of the Due Diligence Period, such due diligence contingency shall be deemed waived.

(b) Prior to, or at the time of, execution of this Contract, Van Wert shall provide to the Town the most current survey, deed by which Van Wert acquired the Van Wert Property, most current tax bill, and tax assessment information regarding the Van Wert Property. Should the Town determine in its sole and absolute judgment during the Due Diligence Period that the Van Wert Property is not suitable for the Town, or if the Town’s due diligence reveals conditions on the Van Wert Property which would materially adversely affect the Town’s ability to use the Van Wert Property for the Town’s intended use, the Town shall so notify Van Wert no later than by the end of the Due Diligence Period. If the Town so notifies Van Wert on a timely basis of its dissatisfaction with the Van Wert Property as set forth herein, the Town shall not be obligated to purchase the Van Wert Property. However, should the Town fail to so notify Van Wert of its dissatisfaction with the Van Wert Property before the end of the Due Diligence Period, such due diligence contingency shall be deemed waived.

(c) In the event the Town declines to purchase the Van Wert Property and/or Van Wert declines to purchase the Town Property pursuant to subsections (a) and/or (b) above, then this Contract shall automatically terminate and be of no further force and effect, and the Parties shall have no further obligations hereunder to one another.

6.02. The Town agrees to use reasonable efforts to avoid any damage or interference to the Van Wert Property as a result of any inspections and tests performed prior to the Closing, and if the Van Wert Property is damaged (*e.g.*, test pits or bore holes and the like), the Town agrees to restore the Van Wert Property to substantially the same condition as it existed prior to such inspections or tests. Van Wert agrees to use reasonable efforts to avoid any damage or interference to the Town Property as a result of any inspections and tests performed prior to the Closing, and if the Town Property is damaged (*e.g.*, test pits or bore holes and the like), Van Wert agrees to restore the Town

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Van Wert’s Initials: _____

Property to substantially the same condition as it existed prior to such inspections or tests.

6.03. All investigations undertaken by either Party prior to the Closing shall be at the investigating Party's sole cost and expense.

Section 7. *Destruction, Damage, or Condemnation.*

7.01. The risk of any loss of or damage to the Town Property, other than loss or damage caused by Van Wert, or the taking of the Town Property or any part thereof by eminent domain, and the risk of all actions, causes of action, claims, damages, and losses arising from, relating to, or in connection with the Town Property accruing prior to the Closing hereunder shall be borne by the Town. The Town shall defend, indemnify, and hold harmless Van Wert with respect to all such matters. In the event that the Town Property or any portion thereof is damaged or destroyed prior to the Closing date by any casualty or there is a threatened taking of any portion thereof by eminent domain other than by Van Wert:

(a) If, in Van Wert's reasonable exercise of judgment, the damage or destruction will require the expenditure of more than ten (10) percent of the appraised value of the Town Property to repair and/or if such threatened taking is likely, in Van Wert's reasonable exercise of judgment, to result in an award of more than ten (10) percent of the appraised value of the Town Property, or frustrate the intended purposes of Van Wert for acquiring the Town Property, then Van Wert shall have the right to terminate this Contract by giving written notice thereof to the Town on or before the expiration of ten (10) days following the giving of written notice by the Town to Van Wert of such damage or threatened taking; or

(b) If this Contract is not terminated by Van Wert pursuant to the provisions of subparagraph (a) above, then this Contract shall remain in full force and effect, and at the Closing, the Town shall assign all its right, title, and interest in and to the insurance proceeds and condemnation awards to Van Wert, less any amounts required to reimburse the Town for expenses of repair or restoration, which repair or restoration shall not be undertaken without the consent of Van Wert.

7.02. The risk of any loss of or damage to the Van Wert Property, other than loss or damage caused by the Town, or the taking of the Van Wert Property or any part thereof by eminent domain, and the risk of all actions, causes of action, claims, damages, and losses arising from, relating to, or in connection with the Van Wert Property accruing prior to the Closing hereunder shall be borne by Van Wert. Van Wert shall defend, indemnify, and hold harmless the Town with respect to all such matters. In the event that the Van Wert Property or any portion thereof is damaged or destroyed prior to the Closing date by any casualty or there is a threatened taking of any portion thereof by eminent domain other than by the Town:

(a) If, in the Town's reasonable exercise of judgment, the damage or destruction will require the expenditure of more than ten (10) percent of the appraised value of the Van Wert Property to repair and/or if such threatened taking is likely, in the Town's reasonable exercise of judgment, to result in an award of more than ten (10) percent of the appraised value of the Van Wert Property, or frustrate the intended purposes of the Town for acquiring the Van Wert Property, then

Town's Initials: _____
Van Wert's Initials: _____

the Town shall have the right to terminate this Contract by giving written notice thereof to Van Wert on or before the expiration of ten (10) days following the giving of written notice by Van Wert to the Town of such damage or threatened taking; or

(b) If this Contract is not terminated by the Town pursuant to the provisions of subparagraph (a) above, then this Contract shall remain in full force and effect, and at the Closing, Van Wert shall assign all its right, title, and interest in and to the insurance proceeds and condemnation awards to the Town, less any amounts required to reimburse Van Wert for expenses of repair or restoration, which repair or restoration shall not be undertaken without the consent of the Town.

Section 8. *Closing and Adjustments.*

All taxes, general or special, and all other public or governmental charges or assessments against the Town Property and/or the Van Wert Property which are or may be payable on an annual basis (including sanitary district or other benefit charges, assessments, liens, or encumbrances for sewer, water, drainage, or other public improvements completed or commenced on or prior to the date hereof or subsequent thereto, and community or homeowners association charges), are to be adjusted and apportioned as of the date of Closing between the Parties based upon their respective periods of ownership and are to be assumed and paid thereafter by Van Wert and/or the Town, respectively, whether assessments have been levied or not as of the date of Closing except as otherwise required by law.

Section 9. *Objections to Title; Failure of Either Party to Perform.*

(a) Upon execution hereof by all Parties, Van Wert promptly shall order an examination of title and, should it desire, a survey of the Town Property, and advise the Town by written notice in Van Wert's sole and absolute discretion there exists any issue as to whether the Town is the sole actual owner of the Town Property, and/or any exceptions to title or survey that Van Wert finds objectionable. Any such notice shall be given to the Town as soon as reasonably possible after Van Wert becomes aware of the circumstances, but in no event less than ten (10) days prior to the Closing date. If Van Wert fails to give such notice, Van Wert agrees to accept title subject to any such matters other than those which arise subsequent thereto. If Van Wert gives notice of objectionable matters, the Town shall, at its own expense, take necessary steps to cure such defects by not later than the Closing. The Town, within five (5) days of receiving such notice from Van Wert, shall notify Van Wert of any defect which the Town believes it is unable to cure at a reasonable cost or otherwise unable to cure prior to the Closing. Van Wert shall, with five (5) days of receipt of such notice from the Town, notify the Town as to whether Van Wert, in the exercise of its sole and absolute discretion: (i) waives such defect and will proceed to the Closing in spite of and subject to such defect; (ii) will allow the Town an extension of the Closing to cure such defect, or, if the defect is of the Town's making, will insist that the Town cure such defect; or (iii) terminate this Contract, in which case Van Wert shall have no further liability or obligations to the Town. The Closing shall be automatically extended for the notice periods provided hereunder.

Town's Initials: _____
Van Wert's Initials: _____
Page 7 of 16

For purposes hereof with respect to defects not of the Town's own making, "reasonable cost" shall mean an amount less than the appraised value of the Town Property. Anything herein to the contrary notwithstanding, the Town must cure, liquidate, pay, or otherwise settle all outstanding financial encumbrances on or with respect to the Town Property, at, on, or prior to the Closing.

(b) Upon execution hereof by all Parties, the Town promptly shall order an examination of title and, should it desire, a survey of the Van Wert Property, and advise Van Wert by written notice if in the Town's sole and absolute discretion there exists any issue as to whether Van Wert is the sole actual owner of the Van Wert Property, and/or any exceptions to title or survey that the Town finds objectionable. Any such notice shall be given to Van Wert as soon as reasonably possible after the Town becomes aware of the circumstances, but in no event less than ten (10) days prior to the Closing date. If the Town fails to give such notice, the Town agrees to accept title subject to any such matters other than those which arise subsequent thereto. If the Town gives notice of objectionable matters, Van Wert shall, at its own expense, take necessary steps to cure such defects by not later than the Closing. Van Wert, within five (5) days of receiving such notice from the Town, shall notify the Town of any defect which Van Wert believes it is unable to cure at a reasonable cost or otherwise unable to cure prior to the Closing. The Town shall, with five (5) days of receipt of such notice from Van Wert, notify Van Wert as to whether the Town, in the exercise of its sole and absolute discretion: (i) waives such defect and will proceed to the Closing in spite of and subject to such defect; (ii) will allow Van Wert an extension of the Closing to cure such defect, or, if the defect is of Van Wert's making, will insist that Van Wert cure such defect; or (iii) terminate this Contract, in which case the Town shall have no further liability or obligations to Van Wert. The Closing shall be automatically extended for the notice periods provided hereunder.

For purposes hereof with respect to defects not of Van Wert's own making, "reasonable cost" shall mean an amount less than the appraised value of the Van Wert Property. Anything herein to the contrary notwithstanding, Van Wert must cure, liquidate, pay, or otherwise settle all outstanding financial encumbrances on or with respect to the Van Wert Property, at, on, or prior to the Closing.

Section 10. *Brokers and Commissions.*

Each party warrants to the other that it has not used the services of a real estate broker or agent in connection with this transaction. Each party agrees to defend, indemnify, and hold the other party harmless from any claim for real estate commissions arising by reason of the indemnifying party's breach of this warranty. The provisions of this paragraph shall survive the Closing and the delivery of the deeds to the Town Property and the Van Wert Property or the termination of this Contract.

Section 11. *Recordation and Transfer Taxes.*

Md. Code Ann., Real Prop. § 14-104 provides that, unless otherwise negotiated in the contract or provided by State or local law, the cost of any recordation tax or any State or local transfer tax shall be shared equally between the Parties. The Parties agree that the costs of all State and local transfer taxes and recordation taxes related to the conveyances of the Town Property to Van Wert and the Van Wert Property to the Town shall be paid by the Town.

Town's Initials: _____
Van Wert's Initials: _____

Section 12 *Notices.*

All notices required or provided under this Contract shall be in writing and shall be delivered personally or shall be sent by prepaid registered or certified mail, addressed as set forth below:

If to the Town:

The Commissioners of Leonardtown
c/o Laschelle McKay, Town Administrator
Town Hall
22670 Washington Street
Leonardtown, Maryland 20650

With a copy to:

Patrick W. Thomas, Esq.
MacLeod Law Group, LLC
110 North Cross Street
Chestertown, Maryland 21620

If to Van Wert:

Van Wert, LLC
P.O. Box 2324
22545 Bayside Road
Leonardtown, Maryland 20650

If notice is sent by way of the United States postal service, notice shall be deemed to have been given and received on the third (3rd) business day from the date deposited in the United States mail.

Section 13. *Survival of Representations, Warranties, Covenants, and Other Obligations.*

All representations, warranties, covenants, and other obligations of the Town and Van Wert set forth in this Contract shall survive the Closing, and action based thereon may be commenced thereafter. The delivery of the deed to the Town Property by the Town, and the acceptance thereof by Van Wert, shall be deemed the full performance and discharge of every obligation on the part of the Town to be performed hereunder, except those obligations of the Town which are expressly stated in this Contract to survive the Closing. The delivery of the deed to the Van Wert Property by Van Wert, and the acceptance thereof by the Town, shall be deemed the full performance and discharge of every obligation on the part of Van Wert to be performed hereunder, except those obligations of Van Wert which are expressly stated in this Contract to survive the Closing.

Town's Initials: _____
Van Wert's Initials: _____
Page 9 of 16

Section 14. *Miscellaneous Provisions.*

14.01. This Contract embodies and constitutes the entire understanding between the Parties with respect to the transaction contemplated herein, and any prior agreements, understandings, representations, and statements, oral or written, are merged into this Contract. Neither this Contract nor any provision hereof may be waived, modified, amended, discharged, or terminated except by an instrument signed by the party against whom the enforcement of such waiver, modification, amendment, discharge, or termination is sought, and then only to the extent set forth in such instrument.

14.02. This Contract shall be governed by, and construed in accordance with, the laws of the State of Maryland without regard to its principles of conflict of laws. Any and all actions relating to the enforcement of this Contract shall be brought in the Courts of St. Mary's County, Maryland.

14.03. The captions in this Contract are inserted for convenience of reference only and in no way define, describe, or limit the scope or intent of this Contract or any of the provisions hereof. As used in this Contract, the masculine shall include the feminine and neuter, the singular shall include the plural and the plural shall include the singular, as the context may require.

14.04. This Contract shall be binding upon and shall inure to the benefit of the Parties hereto and their respective heirs or successors and assigns. Either party shall have the right to assign this Contract prior to Closing, but not their liability to the non-assigning party.

14.05. This Contract shall not be binding or effective until properly executed and delivered by all of the Parties hereto.

14.06. If any provision in this Contract or the application thereof cannot be enforced to its fullest extent, then such provision shall be enforced to the maximum extent permitted by law. The invalidity, illegality, or unenforceability of any term or provision of this Contract shall not affect or limit the validity, legality, or enforceability of any other term or provision hereof.

14.07. This Contract may be executed in one or more counterparts, each of which when so executed and delivered shall be deemed to be an original, but all such counterparts shall together constitute one and the same Contract. Delivery of an executed counterpart of a signature page to this Contract by facsimile or portable document format ("PDF") shall be as effective as delivery of a manually executed counterpart.

14.08. Time is of the essence.

Section 15. *Default.*

The Parties are required and agree to make full Closing in accordance with the terms of this Contract and acknowledge that failure to do so constitutes a breach hereof. If either party fails to make full Closing or is in default due to their failure to comply with the terms, covenants, and conditions of this Contract, the non-breaching party is entitled to pursue such rights and remedies as

Town's Initials: _____
Van Wert's Initials: _____

may be available at law or in equity, including without limitation, an action for specific performance of this Contract and/or monetary damages. If either party defaults, the party committing the default, whether the Town or Van Wert, shall reimburse the non-defaulting party for costs, including reasonable attorney's fees, incurred as a result of the default.

Section 16. *Notice Concerning the Chesapeake and Atlantic Coastal Bays Critical Area.*

The Parties are advised that all or a portion of the Town Property and/or the Van Wert Property may be located in the Critical Area of the Chesapeake and Atlantic Coastal Bays, in which case additional zoning, land use, and resource protection regulations apply. The Critical Area generally consists of all land and water areas within one thousand (1,000) feet beyond the landward boundaries of State or private wetlands, the Chesapeake Bay, the Atlantic Coastal Bays, and all of their tidal tributaries. The Critical Area also includes the waters of and lands under the Chesapeake Bay, the Atlantic Coastal Bays, and all of their tidal tributaries to the head of tide. For information as to whether the Town Property and/or the Van Wert Property is located within the Critical Area, either party may contact the local department of planning and zoning, which maintains maps showing the extent of the Critical Area in the jurisdiction.

Section 17. *Notice of Appeal.*

If the Town Property and/or the Van Wert Property is transferred after January 1 and before the beginning of the next taxable year to a new owner, the new owner may submit a written appeal as to a value or classification on or before sixty (60) days after the date of the transfer in accordance with Md. Code Ann., Tax-Prop. § 14-502(a)(2).

Section 18. *Independent Legal Advice.*

The Parties acknowledge that this is a legally binding and fully enforceable agreement. The Parties have read the document carefully and, to the extent they so required, sought the advice of legal counsel or other appropriate advice.

Town's Initials: _____
Van Wert's Initials: _____
Page 11 of 16

IN WITNESS WHEREOF, the Parties hereto have executed under seal this Contract for Sale and Purchase of Real Property as of the Effective Date.

THE TOWN:

THE COMMISSIONERS OF LEONARDTOWN,
a Maryland municipal corporation

WITNESS:

Laschelle McKay, Town Administrator

_____(SEAL)
By: Daniel W. Burris, Mayor

Date

VAN WERT:

VAN WERT, LLC,
a Maryland limited liability company

WITNESS:

_____(SEAL)
By: _____, Authorized Member

Date

Town's Initials: _____
Van Wert's Initials: _____
Page 12 of 16

EXHIBIT 1(A)

Metes and Bounds Description of the Town Property

Town's Initials: _____
Van Wert's Initials: _____
Page 13 of 16

EXHIBIT 1(B)

Survey Plat of the Town Property

Town's Initials: _____
Van Wert's Initials: _____
Page 14 of 16

EXHIBIT 2(A)

Metes and Bounds Description of the Van Wert Property

Town's Initials: _____
Van Wert's Initials: _____
Page 15 of 16

EXHIBIT 2(B)

Survey Plat of the Van Wert Property

Town's Initials: _____
Van Wert's Initials: _____
Page 16 of 16

EXHIBIT 2

Easement Agreement

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT is made this ____ day of _____, 2021, by and between THE COMMISSIONERS OF LEONARDTOWN, a Maryland municipal corporation (the “Town”), party of the first part, and VAN WERT, LLC, a Maryland limited liability company (“Van Wert”) party of the second part.

RECITALS

WHEREAS, the Town is the fee simple owner of certain real property, being described in a Deed dated November 8, 1972, recorded among the Land Records of St. Mary’s County, Maryland in Liber D.B.K. No. 183, folio 406 (the “Town Deed”), and shown on St. Mary’s County Tax Map 133, Grid 11 as Parcel 164, located at Court House Drive (the “Town Property”); and

WHEREAS, Van Wert is the fee simple owner of certain real property, being described in a Deed dated April 30, 2009, recorded among the Land Records of St. Mary’s County, Maryland in Liber J.W.W. No. 3321, folio 55, shown on St. Mary’s County Tax Map 133, Grid 11 as Parcel 362, located at Van Wert Lane, and situated adjacent to the southeastern boundary of the Town Property (the “Van Wert Property”); and

WHEREAS, the Town operates a municipal wastewater treatment plant on a parcel of real property located adjacent to the Town Property and the Van Wert Property which experiences significant stormwater runoff; and

WHEREAS, the Town intends to implement a stormwater management plan which will alleviate the runoff at its wastewater treatment plant; however, it requires the use of the Van Wert Property and may also require the use of the Town Property; and

WHEREAS, Van Wert is desirous of granting to the Town a stormwater management easement over, along, under, and through a portion of the Van Wert Property (the “Stormwater Management Easement”) in exchange for an easement over and along a portion of the Town Property for parking, subject to the Town’s right to implement its stormwater management plan under and through such parking area if necessary (the “Parking Easement”); and

WHEREAS, the Stormwater Management Easement and the Parking Easement are shown on the plat prepared by, dated, attached hereto and incorporated herein by reference as Exhibit 1 (the “Easement Plat”); and

WHEREAS, the Town is desirous of granting, and Van Wert will accept, the Parking Easement over and along the Town Property, and Van Wert is desirous of granting, and the Town will accept, the Stormwater Management Easement over, along, under, and through the Van Wert Property, as shown on the Easement Plat and subject to the terms and provisions of this Easement Agreement.

NOW, THEREFORE, THIS EASEMENT AGREEMENT WITNESSETH, that for and in consideration of the sum of Zero Dollars (\$0.00), and subject to the covenants and conditions contained herein, which are not merely prefatory but are a substantial part hereof, Van Wert does hereby grant and convey unto the Town, its successors and assigns, a perpetual easement over, along, under, and through the Van Wert Property as shown on the Easement Plat for the purposes of implementing the Town's stormwater management plan, and the Town does hereby grant and convey unto Van Wert, its successors and assigns, a perpetual easement over and along the Town Property as shown on the Easement Plat for parking.

1. The Stormwater Management Easement granted and conveyed hereunder is subject to the following terms and conditions:

A. The Stormwater Management Easement set forth herein shall be perpetual, shall run with the land, and shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

B. The Town agrees to indemnify and hold Van Wert and its officers, agents, servants, employees, successors, and assigns harmless from any and all liability, claims, losses, expenses, fees, including reasonable attorney's fees, costs, settlements, and judgments directly or indirectly arising out of, or relating to, the Town's use of the Van Wert Property, unless caused by the negligent acts or omissions of Van Wert or its officers, agents, servants, employees, successors, or assigns. Van Wert agrees to indemnify and hold the Town and its officials, agents, servants, employees, successors, and assigns harmless from any and all liability, claims, losses, expenses, fees, including reasonable attorney's fees, costs, settlements, and judgments directly or indirectly arising out of, or relating to, Van Wert's ownership and/or use of the Van Wert Property, unless caused by the negligent acts or omissions of the Town or its officials, agents, servants, employees, successors, or assigns.

C. The Town's use of the Van Wert Property under this Easement Agreement shall only be for stormwater management purposes and pursuant to a duly approved stormwater management plan.

D. Van Wert, for itself and its successors and assigns, hereby reserves the right to use, and construct improvements over, under, upon, and across, the Van Wert Property for all lawful purposes, including, but not limited to, the right to use and improve the Van Wert Property at such locations and in a such manner as Van Wert deems necessary, provided that any such use and improvement of the Van Wert Property by Van Wert shall not unreasonably interfere with the Town's rights under this Easement Agreement.

E. Van Wert, for itself and its successors and assigns, hereby reserves the right to grant other public or private licenses, easements, and rights-of-way over, under, upon, and across the Van Wert Property for all lawful purpose(s), including, but not limited to, the construction, maintenance, and repair of roadways, sewer lines, water lines, electrical cables, telephone cables, gas lines, storm drains, cables, and underground conduits, provided such other uses do not obstruct or otherwise unreasonably impede the Town's rights under this Easement Agreement.

F. Any improvement(s) made to the Van Wert Property by the Town shall be subject to Van Wert's express written approval, which approval shall not be unreasonably withheld, conditioned, or delayed.

G. The Town is prohibited from assigning any of its rights or obligations under this Easement Agreement without Van Wert's express written approval, which approval shall not be unreasonably withheld, conditioned, or delayed.

H. The Town shall at all times, and at its sole cost and expense, maintain the easement area on the Van Wert Property in a neat, clean, and safe condition, removing all trash and debris, in connection with its use of the easement granted hereunder.

I. Any and all work related to the Van Wert Property shall be performed in a workmanlike manner, and the Town expressly covenants that any and all disturbances to the surface of the Van Wert Property or improvements thereupon will, as soon as is practicable, be repaired and, to the fullest extent possible, the Van Wert Property shall be restored to a functional, neat, and presentable condition; provided, however, that the Town shall not be responsible for repair or replacement of permanent obstructions or landscaping installed or caused to be installed by Van Wert on the Van Wert Property that impede reasonable ingress thereto and egress therefrom.

BEING the same lands granted and conveyed unto Van Wert via Deed dated April 30, 2001 and recorded among the Land Records of St. Mary's County, Maryland in Liber J.W.W. No. 3321, folio 55.

TO HAVE AND TO HOLD the said easement above described and mentioned and hereby intended to be granted, unto and to the proper use and benefit of The Commissioners of Leonardtown, a Maryland municipal corporation, and its successors and assigns.

2. The Parking Easement granted and conveyed hereunder is subject to the following terms and conditions:

A. The Parking Easement set forth herein shall be perpetual, shall run with the land, and shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

B. Van Wert agrees to indemnify and hold the Town and its officials, agents, servants, employees, successors, and assigns harmless from any and all liability, claims, losses, expenses, fees, including reasonable attorney's fees, costs, settlements, and judgments directly or indirectly arising out of, or relating to, Van Wert's use of the Town Property, unless caused by the negligent acts or omissions of the Town or its officials, agents, servants, employees, successors, or assigns. The Town agrees to indemnify and hold Van Wert and its officers, agents, servants, employees, successors, and assigns harmless from any and all liability, claims, losses, expenses, fees, including reasonable attorney's fees, costs, settlements, and judgments directly or indirectly arising out of, or relating to, the Town's ownership and/or use of the Town Property, unless caused by the negligent acts or omissions of Van Wert or its officers, agents, servants, employees, successors, or assigns.

C. Van Wert's use of the Town Property under this Easement Agreement shall only be for parking purposes.

D. The Town, for itself and its successors and assigns, hereby reserves the right to use, and construct improvements over, under, upon, and across, the Town Property for all lawful purposes, including, but not limited to, the right to use and improve the Town Property at such locations and in a such manner as the Town deems necessary, including the implementation of its duly approved stormwater management plan under the parking area, provided that any such use and improvement of the Town Property by the Town shall not unreasonably interfere with Van Wert's rights under this Easement Agreement.

E. The Town, for itself and its successors and assigns, hereby reserves the right to grant other public or private licenses, easements, and rights-of-way over, under, upon, and across the Town Property for all lawful purpose(s), including, but not limited to, the construction, maintenance, and repair of roadways, sewer lines, water lines, electrical cables, telephone cables, gas lines, storm drains, cables, and underground conduits, provided such other uses do not obstruct or otherwise unreasonably impede Van Wert's rights under this Easement Agreement.

F. Any improvement(s) made to the Town Property by Van Wert shall be subject to the Town's express written approval, which approval shall not be unreasonably withheld, conditioned, or delayed.

G. Van Wert is prohibited from assigning any of its rights or obligations under this Easement Agreement without the Town's express written approval, which approval shall not be unreasonably withheld.

H. Van Wert shall at all times, and at its sole cost and expense, maintain the easement area on the Town Property in a neat, clean, and safe condition, removing all trash and debris, in connection with its use of the easement granted hereunder.

I. Any and all work related to the Town Property shall be performed in a workmanlike manner, and Van Wert expressly covenants that any and all disturbances to the surface of the Town Property or improvements thereupon will, as soon as is practicable, be repaired and, to the fullest extent possible, the Town Property shall be restored to a functional, neat, and presentable condition; provided, however, that Van Wert shall not be responsible for repair or replacement of permanent obstructions or landscaping installed or caused to be installed by the Town on the Town Property that impede reasonable ingress thereto and egress therefrom.

BEING the same lands granted and conveyed unto the Town via Deed dated November 8, 1972 and recorded among the Land Records of St. Mary's County, Maryland in Liber D.B.K. No. 183, folio 406.

TO HAVE AND TO HOLD the said easement above described and mentioned and hereby intended to be granted, unto and to the proper use and benefit of Van Wert, LLC, a Maryland limited liability company, and its successors and assigns.

3. Each party does hereby covenant to the other that it has not done or suffered to be done any act, matter, or thing whatsoever to encumber the easements hereby granted, that it will warrant specially the easements granted, and that it will execute such further assurances of the same as may be requisite.

**THE COMMISSIONERS OF
LEONARDTOWN**

WITNESS:

Laschelle McKay, Town Administrator

By: Daniel W. Burris, Mayor

VAN WERT, LLC

WITNESS:

By: _____
_____, Authorized Member

CERTIFICATION

This is to certify that the within instrument was prepared by or under the supervision of the undersigned attorney, who is duly admitted to practice in Maryland and is in good standing.

Patrick W. Thomas, Esq.

Date

STATE OF MARYLAND, COUNTY OF ST. MARY'S, TO WIT:

I HEREBY CERTIFY that on this ____ day of _____, in the year 2021, before me, the subscriber, a Notary Public of the State and County aforesaid, duly commissioned and qualified, personally appeared DANIEL W. BURRIS, who acknowledged himself to be the Mayor of THE COMMISSIONERS OF LEONARDTOWN, a body corporate and politic and a political subdivision of the State of Maryland, and that he, as such Mayor being duly authorized and empowered to act on behalf of said municipality, executed the foregoing instrument for the purposes therein contained by signing the name of THE COMMISSIONERS OF LEONARDTOWN by himself as such Mayor.

IN WITNESS WHEREOF, I hereunto set my hand and Official Seal.

Notary Public

My Commission Expires: _____

STATE OF MARYLAND, COUNTY OF _____, TO WIT:

I HEREBY CERTIFY that on this ____ day of _____, in the year 2016, before me, the subscriber, a Notary Public of the State and County aforesaid, duly commissioned and qualified, personally appeared _____, who acknowledged ___self to be the _____ and authorized member of VAN WERT, LLC, a Maryland limited liability company, and that __, as such _____ being duly authorized and empowered to act on behalf of said corporation, executed the foregoing instrument for the purposes therein contained by signing the name of VAN WERT, LLC by ___self as such _____.

IN WITNESS WHEREOF, I hereunto set my hand and Official Seal.

Notary Public

My Commission Expires: _____

After recording, please return to:

MacLeod Law Group, LLC
110 North Cross Street
Chestertown, Maryland 21620