

AGREEMENT OF SALE AND PURCHASE

THIS AGREEMENT OF SALE AND PURCHASE (Agreement) made this _____ day of _____, 2017, by and between CECIL COUNTY, MARYLAND hereinafter referred to as Seller, and PLLH, LLC, hereinafter referred to as Buyer.

WHEREAS, Seller owns a parcel of land more fully described below in Cecil County, Maryland, situate and lying in Cecil County, Maryland, being Tax Map ____, Parcel 26, containing _____ acres, more or less, of land being (hereinafter referred to as the Property); and

NOW, THEREFORE, this Agreement of Sale and Purchase further Witnesseth; that for and in consideration of their mutual covenants and promises as hereinafter set forth, and for other good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, the parties hereto agree as follows:

1. **Sale and Purchase.** Seller hereby bargains and sells to Buyer, and Buyer hereby purchases from Seller, all of that Property as more fully described in paragraph 2 hereof, on the terms and conditions hereinafter set forth.

2. **Property.**
 - (a) The Property which is the subject of this Agreement is known as Hayes Lane adjacent to Tax Map 26, Parcel 212, being the property described in a Deed recorded in Cecil County Land Records at _____ No. _____, folio _____ and together with all improvements constructed thereon.

3. **Price.** The purchase price for this property shall be Five Thousand Dollars (\$5,000.00) payable as set forth hereinafter.

4. **Deposit.** A deposit of Zero Dollars (\$0) shall be paid upon Seller's acceptance of the herein Agreement of Sale and shall be credited toward the purchase price.

5. **Closing Costs.**
 - A. Seller shall pay Seller's attorney fees.

 - B. Buyer shall pay all closing costs and expenses including:
 - (1) The cost of all documentary stamps and transfer taxes imposed or payable as the result of the conveyance of property;
 - (2) The cost of title insurance premiums for Buyer's Lender and Owners Policy; preparation of all documents, notary fees, lien certificate charges,

State and County recording charges, and all other costs relating to the settlement and transfer of the Buyer of the Property being conveyed;

- (3) Buyer's own attorney's fees.
6. **Possible Title Defects.** If Buyer determines that title to the Property is not good and merchantable or if Seller shall be unwilling to take necessary steps to correct any title defect so that this Property can be insured by Buyer's title company at its regular scheduled rate, and free and clear of all title defects, then, at Buyer's option, it shall have the right, by ten (10) days written notice to Seller, to terminate this Agreement. Furthermore, in the event Buyer shall receive notice from Seller, that they cannot render the title to the Property good and merchantable or cannot cure all title defect(s), then Buyer may, nevertheless, elect, by immediate notice to Seller, to accept such title as Seller is able to transfer and convey without any reduction in the Purchase Price and settlement shall be held as herein provided.
7. **No Warranties.** Buyer acknowledges that Buyer has had an opportunity to fully inspect the premises and agrees to accept the premises in their present condition. Buyer has not relied upon any representations or warranties of Seller or Seller's agents as to the condition of the premises.
8. **Possession.** Possession of the Property shall be given to Buyer at settlement. However, after execution of this Agreement, Buyer shall have the right to enter the Property and bring others on the Property for the purpose of making any necessary inspections and performing all tests which Buyer feels, in his sole discretion are advisable. Buyer, however, shall not cause any damage to the Property, and in the event of a termination of the Agreement, agrees to return the Property to its original condition and indemnify Seller for any damage caused on the Property.
9. **No Realtor.** Buyer and Seller acknowledge that no realtor has been involved in this transaction. If Buyer has used the services of any Realtor, Buyer shall be solely responsible for payment of any commission due to said Realtor. If Seller has used the services of any Realtor, Seller shall be solely responsible for payment of any commission due to said Realtor.
10. **Risk of Loss.** The risk of loss or damage to the Property shall be borne by Seller until execution and delivery to Buyer of the deed conveying title to the Property.
11. **Waiver.** No waiver by either party of a breach of any of the terms, covenants or conditions of this Agreement by the other party shall be construed or held to be a waiver of any succeeding or preceding breach of the same or any other term, covenant or condition herein contained. No waiver of any default by a party hereunder shall be implied from any omission by such party to take any action on account of such default if such default persists or is repeated, and no express waiver shall be a waiver of any

succeeding breach. The consent or approval by a party to or of any act by the other party requiring the first party's consent or approval shall not be deemed to waive or render unnecessary the first party's consent or approval to or of any subsequent similar acts by the second party.

12. **Governing Law**. It is the intention of the parties hereto that all questions with respect to the construction of this Agreement and the rights or liabilities of the parties hereunder shall be determined in accordance with the laws of the State of Maryland, without regard for principles of conflicts of law.
13. **Entire Agreement**. This Agreement contains the entire agreement among the parties hereto. No change or modification of this Agreement, or any waiver of the provisions hereof, shall be valid unless the same is in writing and signed by the parties hereto. Waiver from time to time of any provision hereunder will not be deemed to be a full waiver of such provision or a waiver of any other provision hereunder.
14. Closing shall occur on or before the 31st day of October, 2017.

IN WITNESS WHEREOF, the parties have signed the Agreement the day and year first herein written.

PLLH, LLC

Witness

By: _____ (SEAL)
Paul A. Granger, Jr., Managing Member

CECIL COUNTY, MARYLAND

Witness

By: _____ (SEAL)
Alan J. McCarthy, County Executive