

COMMERCIAL PURCHASE AND SALE AGREEMENT

(202 Maple Avenue (a/k/a 202 Mapleville Road))

This Commercial Purchase and Sale Agreement (this “**Agreement**”) is entered into between Scott McIlwee and Theresa M. McIlwee Maryland residents (“**Seller**”) on the one hand, and the Mayor and Council for the Town of Boonsboro, a Maryland municipal corporation (“**Purchaser**”) on the other hand.

WHEREAS, Seller owns certain real property generally known as 202 Maple Avenue (a/k/a 202 Mapleville Road), (the “**Property**”) located in the Town of Boonsboro (“**Town**”), Washington County (“**County**”), Maryland (“**State**”),

WHEREAS, the Property is comprised of one lot with improvements thereon.

WHEREAS, Seller desires to sell, and Purchaser desires to purchase, the Property.

NOW THEREFORE, in accordance with the foregoing recitals which are incorporated into and made a part of this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Purchaser hereby agree as follows:

1. **Agreement to Sell and Purchase.** Subject to the terms and conditions of this Agreement, Purchaser agrees to buy the Property from Seller, and Seller agrees to sell and convey the Property to Purchaser, in fee simple absolute, together with: (a) all easements, tenements, hereditaments, reversions, remainders, rights-of-way, and privileges appurtenant to the Property, including all strips and gores and any land lying in the bed of any street, road, or alley, open or proposed, adjoining the Property; (b) all oil, gas, minerals, and water, and all rights related to the Property appurtenant to or used in connection with the Property; (c) all fixtures and personal property appurtenant to and/or serving the Property and (d) all other appurtenances, rights, benefits, and privileges benefitting, belonging, or pertaining to the Property with a street address of 202 Maple Avenue (a/k/a 202 Mapleville Road), Boonsboro, Maryland 21713, more formally described in the land records of Washington County, Maryland, Liber 6022 Folio 423 Tax ID No. 06-018688.

2. **Purchase Price and Consideration.**

2.1 *Consideration.* The consideration is as follows:

(a) Payment of \$250,000.00 to be paid at settlement;

(b) Construct a workshop. A copy of the scope of work for the new workshop (30’ x 40’) and design are attached as Exhibit A and B respectively. Purchaser’s costs associated with the workshop shall not exceed \$35,000.00. Seller shall pay any amounts in excess of \$35,000.00 as they pertain to the workshop itself to the Town or Contractor as applicable promptly when due. Purchaser, at its cost, shall run electricity, water and sewer (“utilities”) to the exterior of the workshop building. It

shall be Seller's obligation to connect such utilities to its fixtures. The costs of the building permit, installation of utilities as described in this paragraph, the installation of the driveway apron and gravel drive access to the workshop shall be borne by Purchaser and are in addition to the \$35,000 contribution by Purchaser to the new workshop. The workshop shall be constructed on property in the general area shown on Exhibit C; and

(c) Conveyance by Purchaser to Seller of the Property generally shown on the attached Exhibit C following the subdivision and construction of the workshop described in Exhibit B. Purchaser shall bear all costs of subdivision.

2.2 *Continuing Obligation.* Provided settlement has occurred hereunder, Purchaser's obligations as described in Sections 2b and 2c are continuing in nature and survive settlement under this Agreement.

3. **Title and Survey.**

3.1 *Title Commitment.* Within ten Business Days after the Effective Date, Purchaser shall obtain a current title insurance commitment issued by Title Company showing the status of record title to the Property, together with a tax certificate and legible copies of all instruments referred to in the title insurance commitment (collectively, "**Title Commitment**"). The Title Commitment shall commit to insure title to the Property in the name of Purchaser in the amount of the Purchase Price, subject only to Permitted Exceptions (defined in Section 5.3). The Title Commitment, the Plats (defined in Section 5.2), the Survey (as defined in, and if obtained by Purchaser as provided in, Section 5.2) and any updates or supplements to such documents that are delivered to Purchaser upon or prior to closing are referred to as the "**Title Materials.**"

3.2 *Title Objections; Permitted Exceptions.* Purchaser may review the Initial Title Materials and deliver to Seller written notice of title and survey objections ("**Title Objection Notice**"). Any matter objected to in the Title Objection Notice is referred to as a "**Title Objection.**" Within five business days after Purchaser's delivery of the Title Objection Notice ("**Response Deadline**"), Seller shall deliver written notice to Purchaser electing whether to remove or cure each Title Objection prior to Settlement ("**Cure Notice**"). If Seller elects not to remove or cure one or more Title Objections and Purchaser subsequently delivers a Continuation Notice, Purchaser shall be deemed to have waived such Title Objection(s). Notwithstanding the foregoing, Purchaser shall be deemed to automatically object, and Seller hereby irrevocably commits to cure, the Mandatory Cure Matters (defined in Section 5.4). The following matters shall be "**Permitted Exceptions**" under this Agreement: (a) any real property taxes and assessments for the year of Settlement and subsequent years that are not yet due and payable; (b) any matter disclosed in the Initial Title Materials to which Purchaser does not object in the Title Objection Notice, or to which Purchaser objects but subsequently waives its objection; (c) any Additional Title Matters to which Purchaser does not deliver an Additional Title Objection (as such terms are defined in Section 5.5), or to which Purchaser

objects but subsequently waives its objection; (d) any title exceptions or encumbrances created by Purchaser; and (f) any title exceptions or encumbrances expressly allowed under this Agreement, or which are otherwise created, approved, or waived in writing by Purchaser; provided, however, under no circumstances will any Mandatory Cure Matters constitute Permitted Exceptions.

3.3 *Mandatory Cure Matters.* Purchaser shall not be required to object or take title subject to any of the following: (a) exceptions for real estate contracts, mortgages, deeds of trust, assignments of rents and leases, and other instruments or documents evidencing or securing loans; (b) exceptions for the payment of real estate excise, sales, conveyance, or stamp taxes (other than any real property taxes and assessments for the year of Settlement and subsequent years that are not yet due and payable); (c) exceptions for judgment liens or lis pendens; (d) exceptions related to construction liens, mechanics' liens, materialmen's liens, and any other monetary liens or monetary exceptions, except to the extent caused by Purchaser; (e) leases, licenses, and any other instrument creating or conveying possessory interests in the Property or amendments thereto or any mineral or oil and gas leases in which the lessee waives all surface rights), whether exclusive or non-exclusive; and (f) exceptions related to the authority, organization, or legal standing of Seller (collectively, items (a) through (f) are referred to as the "**Mandatory Cure Matters**"), all of which Seller shall be obligated to fully pay, satisfy, or otherwise cause to be terminated of record prior to or at Settlement. If Seller does not fully pay, satisfy, or otherwise cause to be terminated of record all Mandatory Cure Matters prior to or at Settlement, Purchaser may elect, in addition to all other rights and remedies available under this Agreement, to direct the Escrow Agent to pay any amount necessary to cure such Mandatory Cure Matter from the Purchase Price to be paid at Settlement.

3.4 *Additional Title Matters.* As used in this Agreement, an "**Additional Title Matter**" is any encumbrance upon, defect in, or exception to title to the Property that is not a Permitted Exception and that was not caused by Purchaser and arose after receipt of the Title Materials, including any matters shown on any Survey obtained by Purchaser. If Purchaser receives notice (through an updated Title Commitment or Survey) of any Additional Title Matter, Purchaser may notify Seller in writing of any objectionable Additional Title Matters (each an "**Additional Title Objection**") within ten Business Days of the date of the notice ("**Additional Title Objection Period**"). Within five business days after Purchaser's delivery of an Additional Title Objection, Seller shall deliver written notice to Purchaser electing whether to remove, cure, or cause the cure of each Additional Title Objection prior to Settlement ("**Additional Cure Notice**"). If Seller elects not to remove or cure any Additional Title Objections, Purchaser may elect, by delivering written notice to Seller and Escrow Agent within five Business Days of receiving the Additional Cure Notice to either: (a) terminate this Agreement pursuant to Section 4.4, or (b) waive the Additional Title Objection(s). If Purchaser fails to deliver written notice of its election, Purchaser shall be deemed to have waived the Additional Title Objection. If necessary, the Settlement Date may be extended to allow sufficient time to deliver and resolve the Additional Title Objections.

4. **Seller's Representations and Warranties.** Seller represents and warrants that each of the following are true and correct on the Effective Date, and shall be true and correct on, and restated as of, the Settlement Date:

4.1 Seller has the full and unrestricted power and authority to execute and deliver this Agreement, the Seller Settlement Deliveries, and all other documents required or contemplated by the terms of this Agreement (collectively, "Seller Documents"), and to consummate the Transaction.

4.2 The execution, delivery, and performance by Seller of the Seller Documents will not violate any provision of (a) any Applicable Laws, (b) any judgment, order, or other judicial or quasi-judicial decree; or (c) any agreement to which Seller is subject or by which Seller or the Property is bound.

4.3 There is no litigation, proceeding, or other matter pending or threatened against or relating to the Property or Seller.

4.4 Seller has not received any notices that the Property is in violation of any Applicable Laws, and to Seller's Knowledge (defined below) the Property is in full compliance with all Applicable Laws.

4.5 Except for this Agreement, there are no contracts of sale, options to purchase, reversionary rights, rights of first refusal, rights of first offer, or similar preemptive rights affecting the Property. As of the Settlement Date, there are no parties other than Seller in possession or entitled to possession of the Property.

4.6 Except as shown in the Initial Title Materials, to Seller's Knowledge there are no encumbrances, liens, covenants, restrictions, reservations, options, leases, tenancies, rights-of-way, easements, encroachments, claims, or other matters affecting title to or possession of the Property.

4.7 There is no actual, pending, or threatened designation of the Property or improvements thereon as a contaminated area, protected habitat, migratory route or nesting site, archeological district, site, or structure. There is no landfill or graveyard lying within the Property.

4.8 Seller has not generated, manufactured, used, processed, released, discharged, transported, disposed of, stored on, or permitted to exist on or under the Property any Hazardous Materials (defined below), and Seller has not received notice of any of the foregoing or any violation of Environmental Laws (defined below). To Seller's Knowledge, no predecessor in interest has generated, manufactured, used, processed, released, discharged, transported, disposed of, stored on, or permitted to exist on or under the property any Hazardous Materials. Seller has provided to Purchaser all written assessments, reports, data, notices, results of investigations or audits, and other documents and information in Seller's possession or control relating to Hazardous Materials at, and the environmental condition of, the Property. As used in this Agreement, "**Hazardous Materials**" includes any flammable materials, explosive, hazardous, or toxic substance, or related materials as defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as now or hereafter amended (42 U.S.C. §§ 9601, et seq.), the Hazardous Materials Transportation Act, as now or hereafter amended (49 U.S.C. §§ 1801, et seq.), the Resource Conservation and Recovery

Act, as now or hereafter amended (42 U.S.C. §§ 9601, et seq.), and in the regulations promulgated pursuant thereto, or any other federal, state, or local governmental law, ordinance, rule or regulation (collectively, “**Environmental Laws**”). The Property does not contain and has not contained any underground storage tanks.

4.9 Seller is not a foreign person, foreign corporation, foreign partnership, foreign trust, or foreign estate, as those terms are defined in the Internal Revenue Code of 1986, as amended (“**Code**”) and the corresponding income tax regulations and similar provisions of State law. Neither Seller nor any persons or entities holding any legal or beneficial interest whatsoever in Seller are: (a) the target of any sanctions program established by Executive Order of the President or published by the Office of Foreign Assets Control, U.S. Department of the Treasury (“**OFAC**”); (b) designated by the President of OFAC pursuant to the Trading with the Enemy Act, 50 U.S.C. App. § 5, the International Emergency Economic Powers Act, 50 U.S.C. §§ 1701–06, the PATRIOT Act, Public Law 107-56, Executive Order 13224 (September 23, 2001) or any Executive Order of the President issued pursuant to such statutes; (c) named in the following lists that are published by OFAC: “List of Specially Designated Nationals and Blocked Persons” or “Foreign Sanctions Evaders List;” or (d) a person or entity that is affiliated with any person or entity identified in clauses (a), (b), or (c) above.

4.10 Seller has no knowledge of any fault lines, sink holes, or other conditions on or under the Property that would adversely affect construction of any roadway thereon.

4.11 For purposes of this Section 4, the phrase “**Seller’s Knowledge**” and words of similar import shall mean the current actual knowledge of Seller.

5. **Purchaser’s Representations and Warranties.** Purchaser represents and warrants that each of the following is true and correct on the Effective Date, and shall be true and correct on, and restated as of, the Settlement Date:

5.1 Purchaser is a municipal corporation duly organized and validly existing under the laws of the State of Maryland.

5.2 Purchaser has the full and unrestricted authority to enter into this Agreement and, to consummate the Transaction.

5.3 The execution and delivery of this Agreement, and all other documents required or contemplated by the terms of this Agreement by Purchaser and compliance with the provisions of such documents by Purchaser will not violate the provisions of Purchaser’s Charter or applicable law.

6. **Conditions Precedent.**

6.1 *Settlement Conditions.* Purchaser’s obligations under this Agreement are contingent upon all the following conditions precedent being satisfied (collectively, the “**Settlement Conditions**”):

6.1.1. Title to the Property shall be subject only to the Permitted Exceptions, Seller shall have removed or cured all Title Objections and Additional Title Objections which Seller elected to remove or cure pursuant to Section 3, and title to the Property shall otherwise be in the form required by this Agreement.

6.1.2. Title Company shall be irrevocably committed to issue the Title Policy at Settlement subject only to the Permitted Exceptions and otherwise in the form required by this Agreement.

6.1.3. Seller's representations and warranties shall be true and correct as of the Settlement Date.

6.1.4. Purchaser shall have entered into a Memorandum of Understanding with the Washington County Board of Education.

6.1.5. Seller, at Seller's own expense and with an insurance policy of general liability in the amount of not less than \$1,000,000 naming Purchaser as an additional insured shall be delivered to Purchaser at closing.

6.1.6. Seller will have the right to continue to occupy the Property after closing until such time as the workshop construction is completed as provided in the Lease attached at Exhibit D.

6.1.7. There shall be no litigation pending or threatened relating to or affecting Seller, the Property, and/or Seller's performance under this Agreement, and without limiting the foregoing there shall be no petition or demand by Seller or any third-party in bankruptcy or for a receiver to be appointed with respect to Seller and/or all or any portion of the Property.

6.1.8. The Property shall consist of one separate legal parcel in full compliance with Maryland law and shall consist of one or more separate tax parcels not assessed or taxed with any other property free of any unrecorded liens or encumbrances.

6.1.9. Bee Landscaping, LLC shall have entered into a lease agreement in the Form attached as Exhibit D, between Bee Landscaping, LLC and Purchaser for the workshop area of the Property which shall remain in full force and effect until such time as the Purchaser has constructed a shop in substantially similar form on property conveyed to Purchaser by the Town.

6.2 *Failure of Settlement Conditions.* If any of the Settlement Conditions are not satisfied as of the Settlement Date, or if Purchaser reasonably determines one or more Settlement Conditions will not be satisfied as of the Outside Settlement Date, and provided the failure of such condition(s) to be satisfied is not the result of Purchaser's failure to timely satisfy its obligations, if any, with respect to such condition(s), Purchaser shall have the right to elect to:

6.2.1. Terminate this Agreement; or

6.2.2. Extend the Outside Settlement Date for four successive 30-day periods to allow for satisfaction of the unsatisfied Settlement Condition(s).

6.3 *Purchaser's Election.* If Purchaser elects to waive a condition, it may make its election by delivering written notice to Seller of Purchaser's election no later than ten Business Days prior to the expiration of the then-applicable Outside Settlement Date. If Purchaser fails to timely make an election, then this Agreement shall terminate.

7. **Seller's Covenants.** In addition to all other covenants made by Seller in this Agreement, Seller hereby covenants with Purchaser that, so long as this Agreement remains in effect:

7.1 Seller shall: (a) pay, on or prior to the date when the same becomes due and payable, all taxes, charges, and assessments, all amounts secured by any liens or encumbrances affecting all or any portion of the Property, and all amounts otherwise due and payable pursuant to any matters of record or contracts pertaining to all or any portion of the Property, (b) comply with, operate, and improve the Property in compliance with, and take no action (or fail to take an action) creating a violation of, any and all applicable laws, codes, ordinances, rules, regulations, orders, or other governmental or quasi-governmental requirements affecting or pertaining to Seller or the Property (collectively, "**Applicable Laws**"); and (c) not execute, grant, amend, extend, renew, modify, or approve any liens, encumbrances, easements, covenants, conditions, restrictions, or other matters affecting title to the Property without Purchaser's prior written consent, which may be withheld or conditioned in Purchaser's sole discretion.

7.2 At or before Settlement, Seller shall cure all Mandatory Cure Matters and all other Title Objections and Additional Title Objections Seller committed to cure in a Cure Notice or Additional Cure Notice in a manner reasonably acceptable to Purchaser.

7.3 Seller shall not enter into, create, or suffer to be created any agreement or obligation that will be binding upon the Property or Purchaser after Settlement.

7.4 Seller shall keep the Property (or shall cause the Property to be kept) which remains in Seller's ownership fully insured against all usual risks and shall maintain (or cause to be maintained) in full force and effect, up to and including the Settlement Date, all insurance policies maintained on the Property as of the Effective Date.

7.5 Seller shall not take, nor fail to take, any action which will or could cause any of the representations or warranties in this Agreement to become untrue or misleading.

7.6 Seller shall not permit trash or other materials to be deposited upon the Property and shall deliver the Property to Purchaser free of trash and debris.

7.7 Seller shall not excavate or remove from the Property, nor shall Seller stockpile or place upon the Property, dirt or fill material.

7.8 Seller shall promptly notify Purchaser in writing upon Seller's receipt of notice of any actual or threatened claims or proceedings (a) arising out of injury or damage to or upon the Property or any portion thereof; (b) arising out of any violation or alleged violation of Applicable Laws relating to or affecting the Property or any portion thereof (including without limitation any Environmental Laws), or which may result in: (i) an obligation or liability of the owner or a successor owner of any interest in the Property or any portion thereof; or (ii) which could affect or cloud title to or ownership of the Property or any portion thereof.

8. Settlement.

8.1 *Settlement Date.* Subject to the satisfaction of the Settlement Conditions and subject to any extensions expressly provided for in this Agreement, the Settlement for the sale and purchase of the Property shall be on or before January 31, 2026, unless otherwise extended in writing between the parties. ("**Settlement Date**").

8.2 *Settlement Procedures.* The Settlement shall be held at the offices of Tri-State Signature Settlements, LLC or at such other place as Seller and Purchaser agree prior to Settlement. The parties need not physically attend Settlement and may make their respective Settlement deliveries in escrow to Escrow Agent on or before the Settlement Date.

8.3 *Seller's Settlement Deliveries.* Seller agrees to cause to be executed, acknowledged (where applicable), and delivered the following, at Purchaser's expense, to Title Company (or as otherwise as set forth below) at least two Business Days prior to the Settlement Date (collectively, "**Seller Settlement Deliveries**"):

8.3.1. A Special Warranty Deed conveying sole and exclusive possession of the Property to Purchaser in fee simple, subject only to the Permitted Exceptions ("**Deed**").

8.3.2. An I.R.C. § 1445 Certification, fully executed and properly acknowledged by Seller, as required by 26 U.S.C. § 1445(b)(2).

8.3.3. The Settlement Statement.

8.3.4. All necessary affidavits and indemnities from Seller required by Title Company to eliminate from the Title Policy any exception for unfiled mechanics' liens or similar liens, as well as any standard pre-printed title exceptions (including rights of parties in possession) and deliver all monetary payments sufficient to release all Mandatory Cure Matters.

8.3.5. A copy of the Insurance Policy naming Purchaser as additional insured.

8.3.6. An executed lease.

8.3.7. Any other documents, instruments, or items reasonably requested by Title Company to consummate the Transaction.

8.4 *Purchaser's Settlement Deliveries.*

8.4.1. The Purchase Price, as adjusted in accordance with Section 2.a, including without limitation, Purchaser's share of prorations and any other sums due from or owed to Purchaser pursuant to this Agreement (as so adjusted, the "**Settlement Funds**").

8.4.2. The Memorandum of Understanding with the Washington County Board of Education.

8.4.3. The Settlement Statement.

8.4.4. An executed Lease

8.4.5. Any other documents, instruments, or items reasonably requested by Escrow Agent or Title Company to consummate the Transaction.

8.5 *Closing Documents.* At Settlement, Title Company shall prepare the documents described in this Section 8.5 that are customarily prepared by a Settlement agent, and deliver or cause to be delivered to Purchaser and Seller, as applicable, each of such documents and perform the following:

8.5.1. Prepare the Settlement Statement.

8.5.2. Disburse the Settlement Funds in accordance with the Settlement Statement.

8.5.3. Record the Deed and any other documents to be recorded and obtain conformed copies for distribution to Purchaser and Seller.

8.5.4. Irrevocably commit to issue, to and in favor of Purchaser, an extended coverage owner's title insurance policy in the amount of the Purchase Price subject only to the Permitted Exceptions and including such endorsements as are required by Purchaser ("**Title Policy**").

8.6 *Adjustments and Prorations.* At Settlement, the following items shall be adjusted, prorated, and allocated between Seller and Purchaser, and all such adjustments, prorations, and allocations shall be reflected on a Settlement statement prepared by Escrow Agent and in a form and content reasonably acceptable to Purchaser and Seller ("**Settlement Statement**"):

8.6.1. Except as otherwise expressly provided in this Agreement, non-delinquent general real and personal property taxes, levies, assessments, and any other governmental or quasi-governmental impositions of any kind on or relating to the Property

(collectively, “**Taxes**”) for the year in which Settlement occurs shall be apportioned between Seller and Purchaser as of 11:59 P.M. on the Settlement Date. Seller shall cause any assessments levied prior to the Settlement Date, and any delinquent Taxes, to be paid in full by Seller prior to or concurrently with Settlement.

8.6.2. All costs associated with Settlement shall be allocated as follows:

Settlement Cost	Responsible Party
All transfer taxes and recording fees for the Deed and any release or other documents to be recorded at Settlement	Purchaser
Settlement Company’s termination charge, if any	Purchaser
Title Policy premium, and the cost of all endorsements to the Title Policy	Purchaser
Fees and expenses incurred in the preparation and performance of this Agreement	Each party shall pay its own fees and expenses

9. Events of Default.

9.1 *Purchaser Event of Default.* A “**Purchaser Event of Default**” shall exist if Purchaser is in breach of any of its representations or warranties under this Agreement or if Purchaser commits a default of any of Purchaser’s obligations or covenants under this Agreement, and such breach or default is not cured by Purchaser within ten Business Days after receiving written notice of such default from Seller. Upon the occurrence of a Purchaser Event of Default, Seller’s sole and exclusive remedy shall be to terminate this Agreement. Provided, however, in the event of violation of Purchaser’s obligation under sections 2b or 2c Seller may sue for specific performance against Purchaser. No damages may be assessed against Purchaser under this Section 9.1 other than an award of legal fees in the event Seller exercises their remedy of specific performance provided Seller prevails on its requested relief.

9.2 *Seller Event of Default.* A “**Seller Event of Default**” shall exist if Seller is in breach of any of its representations or warranties under this Agreement or if Seller commits a default of any of Seller’s obligations or covenants under this Agreement, and such breach or default is not cured by Seller within ten Business Days after receiving written notice of such default from Purchaser. Upon the occurrence of a Seller Event of Default, in addition to and without limitation of any other rights or remedies under this Agreement, Purchaser may elect to: (a) terminate this Agreement by delivering written notice to Seller; or (b) sue for specific performance and related claims. If Purchaser elects the remedy of specific performance contemplated by clause (b) but such

remedy is not awarded by courts of competent jurisdiction, then Purchaser will be entitled to the remedy contemplated by clause (a). The parties agree that specific performance is a remedy specifically negotiated by the parties. No damages may be assessed against Seller under this Section 9.2 other than an award of legal fees in the event Purchaser exercises its remedy of specific performance provided Purchaser prevails on its requested relief.

9.3 *Limitation on Damages.* Notwithstanding anything to the contrary contained in this Agreement, under no circumstances shall either party be entitled to receive, and each party hereby expressly waives any right to seek or recover, any consequential or punitive damages.

10. **Miscellaneous Provisions.**

10.1 *Waiver.* Each party reserves the right to waive any of the terms, conditions, and contingencies of this Agreement that are for the benefit of such party. Failure to take any action reserved to either party pursuant to this Agreement shall not be deemed a waiver by such party unless made in writing. A waiver by either party in one or more instances of any term, covenant, or contingency shall apply only to the particular instance or instances and only to the particular time or times, and no such waiver shall be deemed a continuing waiver, but every term, covenant, or contingency shall survive and continue to remain in full force and effect.

10.2 *Surviving Obligations.* The term “**Surviving Obligations**” means: any other obligation of Purchaser or Seller under this Agreement that expressly survives Settlement or earlier termination of this Agreement.

10.3 *Time is of the Essence; Business Days.* Time is of the essence with respect to the performance of the obligations of this Agreement. Where this Agreement requires any act to be done or action to be taken on a date that is not a Business Day, that act or action will be deemed to be validly done or taken if done or taken on the next succeeding Business Day. As used in this Agreement, “**Business Day**” means any day other than a Saturday, Sunday, or a legal holiday on which State or national banks are not open for general business in the State. In computing any time period in this Agreement, the first day shall be excluded and the last day included.

10.4 *Entire Agreement and Exhibits.* This Agreement, including the recitals and all exhibits attached to this Agreement, contains the entire agreement between the parties. There are no promises, understandings, or other agreements, oral or written, express or implied, between the parties other than as stated in this Agreement. This Agreement may not be amended or modified except by written instrument signed by both parties. The section and paragraph headings used in this Agreement are for convenience only and in no way expand, limit, or otherwise affect the terms of this Agreement. Whenever this Agreement refers to the singular or plural, or the masculine, feminine, or neuter gender, it shall equally include the other(s) as the context requires. Both parties have actively participated in the preparation and drafting of this Agreement and in no circumstances shall the terms of this Agreement be interpreted for or against either party as the one drafting this Agreement. As used in this Agreement, the words “including,” “includes,” and variations thereof shall not be deemed

terms of limitation. Each of the exhibits attached to this Agreement are incorporated into and form a part of this Agreement by reference.

10.5 *Invalidity and Saving Provision.* If any provision of this Agreement is held unenforceable, including any provision which is held to violate the Rule Against Perpetuities or any similar rule or principal of law, the parties agree: (a) the unenforceable provision shall be modified to the minimum extent necessary to make it enforceable or, if such modification is not permitted, it shall be disregarded; (b) the rest of this Agreement will remain in effect as written; and (c) the unenforceable provision will remain as written in any circumstances other than those in which the provision is held unenforceable.

10.6 *Governing Law; Venue.* This Agreement shall be interpreted, construed, and enforced in accordance with the internal laws of the State of Maryland, without giving effect to the conflicts of laws principles thereof. All claims, controversies, causes of action, and enforcement arising out of this Agreement, whether sounding in contract, tort, or statute, shall be governed by the laws of the State, including its statute of limitations. Any legal action arising out of or relating to this Agreement shall be brought only in the State court located in Washington County, or, if applicable, the United States District Court for the District of Maryland (Northern Division). Each party hereby irrevocably consents to personal jurisdiction and venue in such courts. Each party acknowledges and represents to the other it has had a full and fair opportunity to retain and consult with independent legal counsel of such party's choice and makes the preceding consent knowingly, voluntarily, and intentionally.

10.7 *Binding Effect.* This Agreement is binding upon and inures to the benefit of the parties and their respective successors and assigns.

10.8 *Risk of Loss.* Until execution, and delivery of the Deed, the risk of loss or damage to the Property, or any part of it, by any cause other than the actions of Purchaser or Purchaser's Representatives, shall be borne by Seller.

10.9 *Counterparts; Electronic Signatures.* This Agreement may be executed in one or more counterparts, each of which will constitute an original and all of which, together, shall constitute one and the same agreement. Either party may execute this Agreement by electronic signature or except as required by the Title Company. Executed copies of this Agreement may be delivered electronically, and an electronic copy of a fully executed Agreement shall be an original for all purposes. Electronic signatures shall be compliant with the Electronic Signatures in Global and National Commerce Act and any such transmittal shall constitute delivery of the executed document for all purposes of this Agreement.

10.10 *Limitation of Liability.* Under no circumstances shall any present or future agent, or elected official of the Purchaser have any personal liability for the performance of Purchaser's obligations under this Agreement.

10.11 *Relationship of the Parties.* The parties acknowledge and agree the relationship established by this Agreement is only that of a seller and purchaser of property. Neither party is, nor shall either party hold itself out to be, the agent, employee, joint venturer, or partner of the other party.

10.12 *Waiver of Jury Trial.* Purchaser and Seller hereby waive the right to a jury trial in any action, proceeding, claim, counterclaim, or cross-claim (whether arising in tort or contract) brought by such party against the other on any matter based upon or related to this Agreement.

10.13 *Effective Date.* The effective date of this Agreement (“**Effective Date**”) shall be the date on which the last of Seller or Purchaser executes this Agreement.

10.14 *Notices.* Any notices required or permitted to be delivered under this Agreement shall be in writing and delivered to the then-applicable notice address for each party. The parties’ initial notice addresses are set forth below in this Section 10.19 and any party may update its notice address at any time during the term of this Agreement by providing notice of such party’s updated notice address to the other party in accordance with this Section 10.19. A notice shall be validly delivered only if sent via one (or more) of the following: (a) hand delivery; or (b) by Federal Express or other national, reputable overnight courier service keeping records of deliveries and attempted deliveries. Service by hand delivery shall be on the date delivered. Service by Federal Express (or other courier service described above) shall be deemed made on the first Business Day delivery is attempted or upon receipt, whichever is sooner.

Seller:

Email: _____

Purchaser:

The Honorable Howard W. Long, Mayor
The Town of Boonsboro
21 North Main Street
Boonsboro, Maryland 21713

with a copy to:

Title Company:

Attn: _____
Email: _____

with a copy to:

Powell, LLC
19 North Court Street, Suite 201
Frederick Maryland 21701
Attn: Leslie A. Powell
Email: LPowell@Powell-LLC.com

(Signatures appear on following page.)

Executed by the parties as of the Effective Date.

PURCHASER:

Mayor and Council of the Town of Boonsboro

By: _____
Howard W. Long, Mayor

Date: _____

SELLER:

Scott McIlwee

Date: _____

Theresa M. McIlwee

Date: _____

List of Exhibits

Exhibit A – Pole Building Cost Analysis

Exhibit B – Workshop Design (to be provided)

Exhibit C – Description of Approximate Location of New Lot

Exhibit D – Form of Lease