

COUNTY COUNCIL OF ANNE ARUNDEL COUNTY, MARYLAND

Legislative Session 2025, Legislative Day No. 20

Resolution No. 34-25

Introduced by Ms. Hummer, Chair
(by request of the County Executive)

By the County Council, November 3, 2025

1 RESOLUTION approving the use of funds from Advance Land Acquisition Capital
2 Project for the purchase of real properties in Edgewater, Maryland, from Glebe Bay, LLP
3 and Ardebella Fox, and in Harmans, Maryland, from Craig A. Mercier

4
5 WHEREAS, § 8-3-101(a) of the County Code empowers the County Executive to
6 purchase real property by agreement or eminent domain if an adequate
7 appropriation has been made by the County Council; and

8
9 WHEREAS, § 8-3-101(d)(2) requires that each agreement for the purchase of real
10 property utilizing funds from the Advance Land Acquisition Capital Project,
11 Project No. C106700, shall be contingent upon approval of the purchase by
12 resolution of the County Council; and

13
14 WHEREAS, § 8-3-101(d)(2) further provides that, prior to approval of the purchase
15 by resolution, the County Council shall require an independent appraisal, an
16 environmental study, and a feasibility study for the real property being purchased;
17 and

18
19 WHEREAS, the County Executive is utilizing funds from the Advance Land
20 Acquisition Capital Project to purchase the following properties: (1) from Glebe
21 Bay, LLP and Ardebella Fox, certain real properties located in Edgewater, MD
22 21037, consisting of 68.27 acres +/-, described in Exhibit A, attached hereto
23 (hereinafter referred to as "Parcel 1"); (2) from Craig A. Mercier, 7444, 7442, and
24 7454 Shipley Avenue, Harmans, MD 21077, consisting collectively of 7.911 acres
25 +/- and further described in (a) a Deed recorded in the Land Records in Book 26755,
26 Page 441, and (b) a Deed recorded in the Land Records in Book 23143, Page 92
27 (hereinafter collectively referred to as "Parcel 2"); (Parcels 1 and 2 are hereinafter
28 collectively referred to as the "Properties"); and

29
30 WHEREAS, the County's independent real estate appraisal estimates the "as-is"
31 market value of Parcel 1 to be Five Million Four Hundred Sixty Thousand Dollars
32 (\$5,460,000.00); and

33
34 WHEREAS, the County's independent real estate appraisal estimates the "as-is"
35 market value of Parcel 2 to be Three Million Seven Hundred Ninety Thousand
36 Dollars (\$3,790,000.00); and

1 WHEREAS, in accordance with § 8-3-101(d)(2), the Department of Public Works
2 conducted an environmental assessment and a feasibility study for the Properties;
3 and
4

5 WHEREAS, the County Executive has determined that: Parcel 1 is needed by the
6 County to conserve and protect forests, woodland and trees and to minimize adverse
7 impacts on water quality; Parcel 2 is needed by the Board of Education of Anne
8 Arundel County for use as a transportation facility; and acquisition of Parcel 1 for
9 the sum of Four Million Five Hundred Thousand Dollars (\$4,500,000.00), and
10 acquisition of Parcel 2 for the sum of Seven Million Six Hundred Fifty Thousand
11 Dollars (\$7,650,000.00), both to be paid from the Advance Land Acquisition
12 Capital Project pursuant to the terms and conditions of the respective Agreements
13 of Sale, attached hereto as Exhibits B and C, respectively, would be in the best
14 interests of the County; now, therefore, be it
15

16 *Resolved by the County Council of Anne Arundel County, Maryland, That, in*
17 *accordance with § 8-3-101(d)(2), it approves the acquisition of the Properties pursuant to*
18 *the terms and conditions as set forth in Exhibits B and C; and be it further*
19

20 *Resolved, That a copy of this Resolution be sent to County Executive Steuart Pittman.*

EXHIBIT A
Property Description
Glebe Bay Lots

<u>Tax Acct. No.</u>	<u>Acreage</u>
01-321-04862603	3.1160
01-321-04862605	2.3590
01-321-04862608	1.8652
01-321-04862606	1.9345
01-321-04862607	2.49
01-321-04862604	2.3763
01-321-04862611	1.8365
01-321-04862612	1.3346
01-321-04862610	2.6070
01-321-04862609	2.7609
01-000-90018683	<u>45.59</u>
 TOTAL:	 68.27 acres +/-

Department of Public Works
Anne Arundel County, Maryland
2660 Riva Road
Annapolis, MD 21401

AGREEMENT OF SALE

THIS AGREEMENT OF SALE (“Agreement”), made this _____ day of _____, 2025, by and between **GLEBE BAY, LLP and ARDEBELLA FOX**, as Tenants in Common, (hereinafter called collectively "Seller") and **ANNE ARUNDEL COUNTY, MARYLAND**, a body corporate and politic of the State of Maryland (hereinafter called "Purchaser").

WHEREAS, the Seller is the owner of all those certain parcels of land located in Edgewater, Maryland, consisting of approximately 68.23 acres, more or less, located in the First Assessment District of Anne Arundel County, which properties are further identified on Exhibit A (hereinafter referred to collectively as the “**Property**”); and

WHEREAS, the Purchaser desires to purchase the Property for the purpose of land preservation; and

WHEREAS, the Purchaser desires to purchase the Property utilizing funds, in part, from the Advanced Land Acquisition Capital Project No. C106700; and

NOW THEREFORE WITNESSETH: That for and in consideration of mutual covenants and promises herein made by the parties, the above recitals which are incorporated herein by reference and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Seller and Purchaser hereby agree as follows:

1. Seller agrees to sell and convey to Purchaser, and Purchaser agrees to buy and accept from Seller, the Property, under the terms set forth in this Agreement.

2. The total purchase price for the Property shall be Four Million Five Hundred Thousand and 00/100 Dollars (\$4,500,000.00) (“Purchase Price”) with settlement on or before December 31, 2025, contingent on the following:

(a) Seller and Purchaser acknowledge that the conveyance of the Property is for a purchase price less than the fair market value established by a qualified independent appraisal obtained by the Seller (the “Bargain Component”). Purchaser recognizes and acknowledges that the Seller may seek to claim a charitable contribution deduction for the Bargain Component pursuant to Section 170(h) of the Internal Revenue Code. Purchaser agrees to execute and deliver IRS Form 8283 (or any successor form) solely for the purpose of acknowledging the transfer of the Property and the Seller’s donative intent, provided that such execution shall not impose upon Purchaser any obligation, liability, or representation regarding valuation, tax deductibility, or compliance with applicable tax law. Purchaser makes no representation or warranty as to (i) the amount of any charitable contribution deduction, (ii) the availability of any deduction to Seller, or (iii) Seller’s compliance with applicable tax requirements in connection with the Bargain Component.; and

(b) Seller shall be solely responsible, at Seller’s expense, for obtaining and maintaining any qualified appraisal, filing any required tax forms, and satisfying any and all legal or regulatory requirements necessary to substantiate Seller’s treatment of the Bargain Component for federal or state tax purposes. Purchaser shall have no liability for Seller’s compliance with such requirements; and

(c) Satisfactory results of the tests and studies, in Purchaser’s sole discretion, as provided under ¶ 9 of this Agreement; and

(d) Sufficient appropriation and authorization by Anne Arundel County for the purchase price of the Property and any deposits, including approval of the County Council (for funds from the Advanced Land Capital Acquisition Project) as may be required.

3. Seller shall execute this Agreement of Sale on or before **November 15, 2025**, after which time execution does not occur, this offer to purchase made by Purchaser to Seller shall be null, void, and of no effect. This Agreement may be extended by mutual written agreement of both parties.

(a) Settlement shall be held at a location in Maryland designated by Purchaser. Purchaser shall give Seller at least fourteen (14) days written notice of the date and location of the settlement.

(b) Real estate taxes, general special taxes and rents, annual front foot benefit charges, special assessment tax or other annualized charges of a like nature are to be adjusted to the date of settlement and thereafter assumed by Purchaser.

(c) Settlement costs including any title examination, title insurance, tax certificates, recordation and transfer taxes, if any, are to be paid by Purchaser.

(d) The Purchaser's financial obligations under this Agreement are contingent upon sufficient appropriations and authorization being made by the Anne Arundel County Council for the performance of this Agreement.

4. Except as otherwise noted in this Agreement, at the time of settlement, the Seller shall convey a 100% interest in the Property to Purchaser by a fee simple deed with covenants of special warranty and further assurances. Title of the Property shall be good and merchantable, insurable at regular market rates with only such exceptions as expressly agreed to by Purchaser, and free and clear of all liens and encumbrances, except for recorded easements and encumbrances,

including, publicly recorded easements for public utilities and any other easements which may be observed by an inspection of the Property. The Parties specifically acknowledge that some of the Property is encumbered with a Forest Conservation Easement recorded among the Land Records of Anne Arundel County in Book 31013 at page 3 (the "FCE"). This FCE is associated with a forest mitigation bank established by the Sellers in 2017, and which retains approximately 13,561 square feet of forest mitigation credits as of the date of this Agreement. Seller and Purchaser acknowledge that Seller can continue to sell or transfer any remaining credits associated with the forest conservation bank until the date of the Settlement. The Purchaser also explicitly acknowledges that the Property contains the historic Collinson Cemetery. The Purchaser agrees to provide reasonable access to the Collinson Family to the Collinson Cemetery for the purpose of access, maintenance, and visitation.

In the event that Seller is unable to convey such title to Purchaser at settlement as required herein (hereinafter called a "Title Defect"), Seller, at Seller's sole expense, shall forthwith, but in no longer than one hundred twenty (120) days with extension of the settlement deadline, take such action as is required to cure Title Defect. In the event Seller is unable to do so within the one hundred twenty (120) day period, Purchaser, at Purchaser's sole option, may purchase the Property at the consideration stated in ¶ 2 with the Title Defect, may extend for a reasonable period the necessary time to complete the action undertaken to clear the Title Defect as required by this paragraph, or may declare this Agreement null, void, and of no effect, and upon such declaration, the parties shall have no further rights, responsibilities, obligations, or duties to each other hereunder.

5. Time is of the essence as to this Agreement.

6. (a) Seller and Purchaser represent and warrant to each other that the person or persons executing this Agreement on behalf of each of them possess full legal power to do so and to carry out each and every obligation of this Agreement, and that Seller is capable of transferring good, insurable, and merchantable title.

(b) Seller further represents that there are no leases, licenses, agreements, tenants or occupants that may or will impair or affect Seller's title to this Property or in any way affect or impair Seller's ability to convey this Property as set forth herein, or that will affect any right by Purchaser to use and possess the Property after settlement. Should a title examination or investigation reveal the existence of any such documentation or restriction on Purchaser's use of the Property, then Purchaser may, at Purchaser's sole option, declare this Agreement void and of no further effect.

7. Until execution and delivery of the deed by Seller to Purchaser, the risk of loss or damage to the Property or any portion thereof shall be assumed by Seller.

8. The Seller makes no representations or warranties as to the condition of the real property or any improvements thereon, and the Purchaser will be receiving the real property "as-is," with all defects which may exist, except as otherwise may be provided in this Agreement.

9. During the term of the Agreement, Purchaser, at its own expense, shall have the right to enter the Property and conduct such surveys, title abstracts, boring tests, environmental studies or tests, use feasibility studies, and such other studies to be made with respect to the Property as Purchaser deems necessary to determine the feasibility of the acquisition of the Property. In connection with the performance of its surveys, tests, abstracts and studies, if the surveys, abstracts, tests, and studies conducted by Purchaser do not permit or warrant in the reasonable discretion of the Purchaser, or its engineers, architects or consultants, the acquisition

and development of the Property, the Purchaser shall have the right, exercisable by written notice given to Seller within ninety (60) days from the date of this Agreement to terminate this Agreement ("Study Termination Period"). In that event, Purchaser shall be relieved from further liability hereunder for remainder of Property, at law or in equity, except that Purchaser's indemnification and restoration obligations set forth in this paragraph shall survive the termination. To the extent permitted by law and subject to appropriations, the Purchaser shall indemnify and hold Seller harmless against any damages, liabilities, and claims incurred by Seller as a result of Purchaser's activities upon or with respect to the Property. If the Purchaser terminates this Agreement pursuant to the provisions of this paragraph or any other provision of this Agreement, Purchaser, at its own expense, shall restore any damage to the Property caused by Purchaser making boring tests and other tests and studies, and immediately thereafter vacate. Nevertheless, and notwithstanding the foregoing, Seller represents that it has no actual knowledge of any environmental physical condition or dumping on or in the Property rendering the Property unuseable or materially lowering its market value. If dumping or environmental conditions are found by the tests and studies, Seller may, in its sole discretion, mitigate and perform the clean up at their sole cost and expense, the Purchaser and Seller may amend the purchase price to reflect this diminution of value based on the cost to cure or clean-up costs, or the Purchaser may determine in its sole discretion that the site does not warrant use for its facility and this Agreement is null and void and of no effect and Purchaser shall be entitled to a full return of the Deposit.

10. It is understood and agreed that the Purchaser shall not have any obligation or liability for the payment of any real estate brokerage commission or the Seller's legal expenses. Should any claim for a commission be established by any broker, agent, consultant or attorney of the Seller, Seller expressly agrees to hold Purchaser harmless with respect thereto.

11. All notices under this Agreement shall be in writing and shall be deemed to be duly given if hand delivered or mailed by registered or certified mail, return receipt requested, as follows:

IF TO SELLER:

Mr. James Glascock
Glebe Bay, LLP
3535 Countryside Drive
Glenwood, MD 21738
Email: jglasc6475@aol.com
Phone: (301) 717-5438

AND

Mrs. Ardebella Fox
14301 York Road
Sparks, MD 21152

WITH COPIES TO:

YVS Law, LLC
c/o Benjamin Wechsler, Esq.
185 Admiral Cochran Drive, Suite 185
Annapolis, MD 21401
bwechsler@yvslaw.com

IF TO PURCHASER:

Anne Arundel County
Real Estate Division
2660 Riva Road
3rd Floor
Annapolis, Maryland 21401

WITH COPIES TO:

Office of Law
2660 Riva Road, 4th Floor
Annapolis, Maryland 21401

The parties shall be responsible for notifying each other of any change of address.

12. This Agreement contains the complete and entire agreement between the parties relating to the Property and no agreement or understanding whether written or oral, not herein contained shall be considered part of this Agreement unless set forth in writing between the parties.

13. The terms and provisions of this Agreement shall survive settlement and the execution and delivery of a deed from Seller to Purchaser and shall not merge therein.

14. If any term, condition or covenant of this Agreement shall be declared invalid or unenforceable the remainder of the Agreement shall not be affected.

15. This Agreement shall be governed by Maryland law and be subject to the exclusive jurisdiction of the courts of Anne Arundel County, Maryland.

16. This Agreement shall inure to the benefit of the parties hereto, their heirs, personal representatives, legal representatives, successors and assigns as appropriate.

-Signature pages to follow

Witness:

Attest:

REVIEWED AND APPROVED:

Karen Henry, Director
Department of Public Works

SELLER:

ARDEBELLA FOX

Date: _____

GLEBE BAY LLP

By: _____
Name: _James Glascock
Title: _Managing Partner
Date: _____

Date: _____

PURCHASER:
ANNE ARUNDEL COUNTY,
MARYLAND

By: _____
Christine M. Anderson,
Chief Administrative Officer for
Steuart Pittman, County Executive

Date: _____

Date

REVIEWED AND APPROVED:

Susan Herrold
Central Services Officer

Date

APPROVED AS TO SUFFICIENCY AND AVAILABILITY OF FUNDS:

Billie Penley
Controller

Date

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:
GREGORY J. SWAIN, COUNTY ATTORNEY

Christine B. Neiderer
Senior Assistant County Attorney

Date

Exhibit A

DESCRIPTION OF LANDS BEING CONVEYED TO ANNE ARUNDEL COUNTY,
MARYLAND

All that Property described as “Parcel 4” in that Deed dated February 20, 1989, by and between The Maryland Division, The United Daughters of the Confederacy, Inc. to Ardebella Fox, recorded in Book 4796 at Page 468 (as to an undivided one half interest), as well as that property described as “Parcel 4” in that Deed dated November 14, 1989, by and between Elizabeth R. Bradshaw and Glebe Bay General Partnership (now known as Glebe Bay, LLP pursuant to the certificate of limited liability partnership filed with SDAT on April 27, 1999), recorded in Book 4970 at page 679 (as to the other undivided one half interest);

Together with

All that Property described as “Parcel 1” in that Deed dated February 20, 1989, by and between The Maryland Division, The United Daughters of the Confederacy, Inc. to Ardebella Fox, recorded in Book 4796 at Page 468 (as to an undivided one half interest), as well as that property described as “Parcel 4” in that Deed dated November 14, 1989, by and between Elizabeth R. Bradshaw and Glebe Bay General Partnership (now known as Glebe Bay, LLP pursuant to the certificate of limited liability partnership filed with SDAT on April 27, 1999), recorded in Book 4970 at page 679 (as to the other undivided one half interest), saving and excepting the following out-conveyances:

- Lot Nos. 77 and 78 conveyed to 8919, LLC by Deed dated December 15, 2011 and recorded among the Land Records of Anne Arundel County, Maryland in Book 24124 at page 155, known and designated as 3355 Oak Drive;
- Lot Nos. 87-92 conveyed to 8919, LLC by Deed dated July 23, 2010 and recorded among the Land Records of Anne Arundel County, Maryland in Book 22471 at page 15, known and designated as 3383 Oak Drive;
- Lot Nos. 178, 179, 194, 195, and part of Lot 196 conveyed to 8919, LLC by Deed dated September 27, 2010 and recorded among the Land Records of Anne Arundel County, Maryland in Book 22699 at page 33, known and designated as 3410 Glebe Drive;
- Lot Nos. 182, 183, 199, 200, part of Lot 198, and part of Lot 201 conveyed to 3603 Partnership, LLP by Deed dated September 3, 2010 and recorded among the Land Records of Anne Arundel County, Maryland in Book 22671 at page 155, known and designated as 3406 Glebe Drive;
- Lot Nos. 176, 177, 191-193 conveyed to Elizabeth Arias and Gregory B. Holsey by Deed dated March 29, 2018 and recorded among the Land Records of Anne Arundel County, Maryland in Book 31985 at page 416, known and designated as 3412 Glebe Drive;
- Lot Nos. 411-413, 497, and 498 conveyed to Eric B. Schwartz and Sara F. Schwartz by Deed dated April 12, 2021 and recorded among the Land Records of Anne Arundel County, Maryland in Book 37188 at page 467, known and designated as 3320 Glebe Drive;

- Lot Nos. 174, 175, 189, and 190 conveyed to SNYDER/TYDER, LLC by Deed dated June 6, 2022 and recorded among the Land Records of Anne Arundel County, Maryland in Book 38857 at page 500, known and designated as 3414 Glebe Drive;
- Lot Nos. 172, 173, 186-188 conveyed to SNYDER/TYDER, LLC by Deed dated February 10, 2023 and recorded among the Land Records of Anne Arundel County, Maryland in Book 39504 at page 190, known and designated as 3416 Glebe Drive;

Department of Public Works
Anne Arundel County, Maryland
2660 Riva Road
Annapolis, MD 21401

AGREEMENT OF SALE

THIS AGREEMENT OF SALE (“Agreement”), made this 13th day of October, 2025, by and between **CRAIG A. MERCIER** (hereinafter called "Seller") and **ANNE ARUNDEL COUNTY, MARYLAND**, a body corporate and politic of the State of Maryland (hereinafter called "Purchaser").

WHEREAS, the Seller is the owner of all those pieces or parcels of land known as 7444, 7442, and 7454 Shipley Ave., Harmans, MD 21077, totaling approximately 7.91 acres of land, more or less, as further described on Exhibit A (hereinafter referred to collectively as the “**Property**”); and

WHEREAS, the Purchaser desires to purchase the Property to construct a new Anne Arundel County Public Schools transportation facility; and

WHEREAS, the Purchaser desires to purchase the Property utilizing funds, in part, from the Advanced Land Acquisition Capital Project No. C106700.

NOW THEREFORE WITNESSETH: That for and in consideration of mutual covenants and promises herein made by the parties, the above recitals which are incorporated herein by reference and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Seller and Purchaser hereby agree as follows:

1. Seller agrees to sell and convey to Purchaser, and Purchaser agrees to buy and accept from Seller, all of the Seller’s rights to and interest in the Property subject to the terms and conditions set forth in this Agreement.

2. The total purchase price for the Property shall be Seven Million, Six Hundred Fifty Thousand and 00/100 Dollars (\$7,650,000.00) ("Purchase Price") with settlement on or before December 30th, 2025, contingent on the following:

(a) Satisfactory results of the tests and studies, in Purchaser's sole discretion, as provided under paragraph 9 of this Agreement.

(b) Sufficient appropriation and authorization by Anne Arundel County for the purchase price of the Property and any deposits, including approval of the County Council (for funds from the Advanced Land Capital Acquisition Project) as may be required.

3. Seller shall execute this Agreement of Sale on or before September 30, 2025, after which time execution does not occur, this offer to purchase made by Purchaser to Seller shall be null, void, and of no effect. This Agreement may be extended by mutual written agreement of both parties.

(a) Settlement shall be held at a location in Maryland designated by Purchaser. Purchaser shall give Seller at least fourteen (14) days written notice of the date and location of the settlement.

(b) Real estate taxes, general special taxes and rents, annual front foot benefit charges, special assessment tax or other annualized charges of a like nature are to be adjusted to the date of settlement and thereafter assumed by Purchaser.

(c) All settlement costs including any title examination, title insurance, tax certificates, recordation and transfer taxes, if any, are to be paid by Purchaser.

(d) The Purchaser's financial obligations under this Agreement are contingent upon sufficient appropriations and authorization being made by the Anne Arundel County Council for the performance of this Agreement.

4. At the time of settlement, the Seller shall convey a 100% interest in the Property to Purchaser by a fee simple deed with covenants of special warranty and further assurances. Title of the Property shall be good and merchantable, insurable at regular market rates with only such exceptions as expressly agreed to by Purchaser, and free and clear of all liens and encumbrances, except for recorded easements, including, publicly recorded easements for public utilities and any other easements which may be observed by an inspection of the Property.

In the event that Seller is unable to convey such title to Purchaser at settlement as required herein (hereinafter called a "Title Defect"), Seller, at Seller's sole expense, shall forthwith, but in no longer than one hundred twenty (120) days with extension of the settlement deadline, take such action as is required to cure Title Defect. In the event Seller is unable to do so within the one hundred twenty (120) day period, Purchaser, at Purchaser's sole option: 1) may purchase the Property at the consideration stated in Paragraph 2 with the Title Defect, 2) may extend for a reasonable time if agreed by the Seller in writing to complete the action undertaken to clear the Title Defect as required by this paragraph, 3) or may declare this Agreement null, void, and of no effect, and upon such declaration, the parties shall have no further rights, responsibilities, obligations, or duties to each other hereunder.

5. Time is of the essence as to this Agreement.

6. (a) Seller and Purchaser represent and warrant to each other that the person or persons executing this Agreement on behalf of each of them possess full legal power to do so and to carry out each and every obligation of this Agreement, and that Seller is capable of transferring good, insurable, and merchantable title.

(b) Seller further represents that there are no leases, licenses, agreements, tenants or occupants that may or will impair or affect Seller's title to this Property or in any way

affect or impair Seller's ability to convey this Property as set forth herein, or that will affect any right by Purchaser to use and possess the Property after settlement. Should a title examination or investigation reveal the existence of any such documentation or restriction on Purchaser's use of the Property, then Purchaser may, at Purchaser's sole option, declare this Agreement void and of no further effect.

7. Until execution and delivery of the deed by Seller to Purchaser, the risk of loss or damage to the Property or any portion thereof shall be assumed by Seller.

8. The Seller makes no representations or warranties as to the condition of the real property or any improvements thereon, and the Purchaser will be receiving the real property "as-is," with all defects which may exist, except as otherwise may be provided in this Agreement.

9. During the term of the Agreement, Purchaser, at its own expense, shall have the right to cause surveys, title abstracts, boring tests, environmental studies or tests, use feasibility studies, and such other studies to be made with respect to the Property as Purchaser deems necessary to determine the feasibility of the acquisition of the Property. In connection with the performance of its surveys, tests, abstracts and studies, if the surveys, abstracts, tests, and studies conducted by Purchaser do not permit or warrant in the sole discretion of the Purchaser, or its engineers, architects or consultants, the acquisition and development of the Property, the Purchaser shall have the right, exercisable by written notice given to Seller within sixty (60) days from the date of this Agreement to terminate this Agreement ("Study Termination Period"). If Purchaser exercises its right to terminate this Agreement, Purchaser shall assign all of Purchaser's Property Materials (as hereinafter defined) to Seller, provided that, in such case, such assignment shall be made at no additional cost to Seller. Purchaser will assign and deliver to Seller without recourse or representation or warranty of any kind from Purchaser or Purchaser's representatives, advisors

or consultants, (i) surveys, plans, studies, reports, and other professional work product developed or obtained by Purchaser and (ii) all due diligence studies and reports obtained by Purchaser in connection with Purchaser's Investigations (collectively, "**Purchaser's Property Materials**"). Purchaser's obligation to assign Purchaser's Property Materials to Seller in the event of termination of this Agreement shall survive termination of this Agreement. In that event, Purchaser and Seller shall be relieved from further liability hereunder for remainder of Property, at law or in equity, except that Purchaser's indemnification and restoration obligations set forth in this paragraph shall survive the termination. To the extent permitted by law and subject to appropriations, the Purchaser shall indemnify and hold Seller harmless against any damages, liabilities, and claims incurred by Seller as a result of Purchaser's activities upon or with respect to the Property. If the Purchaser terminates this Agreement, pursuant to the provisions of this paragraph or any other provision of this Agreement, Purchaser, at its own expense, shall restore any damage to the Property caused by Purchaser making boring tests and other tests and studies, and immediately thereafter vacate. Nevertheless, and notwithstanding the foregoing, Seller represents that it has no actual knowledge of any environmental physical condition or dumping on or in the Property rendering the Property un-useable or materially lowering its market value, but notes that the abutting and adjacent property on Shipley Avenue was subject to prior environmental contamination and has been an EPA superfund site since approximately 1978. See <https://cumulis.epa.gov/supercpad/cursites/csitinfo.cfm?id=0300243>. If dumping or environmental conditions are found by the tests and studies, Seller may, in its sole discretion, choose to mitigate and perform the clean up at their sole cost and expense. The Purchaser and Seller may amend the purchase price to reflect this diminution of value based on the cost to cure

or clean up costs, or the Purchaser may determine in its sole discretion that the site does not warrant use for its facility and this Agreement is null and void and of no effect.

10. The Seller and Purchaser represent that they have worked exclusively with MacKenzie Commercial Real Estate Services, LLC representing the Purchaser, and Cushman & Wakefield of Maryland, LLC representing the Seller (collectively, the “Brokers”) on this transaction. Seller shall be responsible for paying the Brokers a commission pursuant to a separate agreement between the Seller’s Broker and Purchaser’s Broker, It is understood and agreed that the Purchaser shall not have any obligation or liability for the payment of any real estate brokerage commission or the Seller’s legal expenses. Should any claim for a commission be established by any broker, agent, consultant or attorney of the Seller, Seller expressly agrees to hold Purchaser harmless with respect thereto.

11. All notices under this Agreement shall be in writing and shall be deemed to be duly given if hand delivered or mailed by registered or certified mail, return receipt requested, as follows:

IF TO SELLER:

Craig A. Mercier
839 Woods Road
Pasadena, Maryland 21122
Email: craig.mercier@outlook.com
Phone: 443-253-1910

WITH COPIES TO:

Brian D. Lyman, Esquire
Hillman, Brown & Darrow, PA
221 Duke of Gloucester Street
Annapolis Maryland 21401
Email: bdl@hbdlaw.com
Phone: 410-263-3131

IF TO PURCHASER:

Anne Arundel County
Real Estate Division
2660 Riva Road
3rd Floor
Annapolis, Maryland 21401

WITH COPIES TO:

Office of Law
2660 Riva Road, 4th Floor
Annapolis, Maryland 21401

The parties shall be responsible for notifying each other of any change of address.

12. This Agreement contains the complete and entire agreement between the parties relating to the Property and no agreement or understanding whether written or oral, not herein contained shall be considered part of this Agreement unless set forth in writing between the parties.

13. The terms and provisions of this Agreement shall survive settlement and the execution and delivery of a deed from Seller to Purchaser and shall not merge therein.

14. If any term, condition or covenant of this Agreement shall be declared invalid or unenforceable the remainder of the Agreement shall not be affected.

15. This Agreement shall be governed by Maryland law and be subject to the exclusive jurisdiction of the courts of Anne Arundel County, Maryland.

16. This Agreement shall inure to the benefit of the parties hereto, their heirs, personal representatives, legal representatives, successors and assigns as appropriate.

-Signature pages to follow-

Witness:

Coleen Mercier

SELLER:

Craig A. Mercier

Craig A. Mercier, individually

Date: 9/30/2025

Attest:

PURCHASER:

ANNE ARUNDEL COUNTY,
MARYLAND

DocuSigned by:

Christine M. Anderson

By:

Christine M. Anderson,
Chief Administrative Officer for
Steuart Pittman, County Executive

Date: 10/13/2025 | 10:48 EDT

REVIEWED AND APPROVED:

DocuSigned by:

Karen Henry

ED136CBAD3C8477
Karen Henry, Director
Department of Public Works

10/9/2025 | 08:31 PDT

Date

DocuSigned by:

Susan Herrold

539D566AD5774F8
Susan Herrold
Central Services Officer

10/9/2025 | 10:01 EDT

Date

APPROVED AS TO SUFFICIENCY AND AVAILABILITY OF FUNDS:

DocuSigned by:  991B74E9C997467...	10/13/2025 10:36 EDT
Billie Penley	Date
Controller	

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:
GREGORY J. SWAIN, COUNTY ATTORNEY

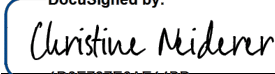
DocuSigned by:  1D8E737E6AE14BD...	10/9/2025 06:52 PDT
Christine B. Neiderer	Date
Senior Assistant County Attorney	

Exhibit A

DESCRIPTION OF LANDS BEING CONVEYED TO ANNE ARUNDEL COUNTY, MARYLAND

“PARCELS ONE AND TWO” BEING the same lot of ground and improvements conveyed between Criag Mercier and Gwendolyn Mercier and Craig Mercier by a Deed dated October 3, 2013 and recorded among the Land Records of Anne Arundel County at book: 26755, page:441 and more particularly described as:

PARCEL ONE

BEGINNING for the same on Northwest side of Shipley Avenue, at the end of the first line of a lot described by Edward Hall, Jr., June 1942 as “the second parcel to be conveyed to Margaret Hopkins” which point of beginning is with Magnetic Meridian referred to June 1942 North 11 degrees 43 minutes East 260 feet from a pipe previously set at the beginning, thence leaving said parcel and with said Avenue North 11 degrees 43 minutes East 140 feet to a stake set on said side of said Avenue thence leaving said Avenue North 79 degrees 53 minutes West 185.65 feet to a spike set on the Southeast side of a large leaning gum tree and North 79 degrees 53 minutes West 465 feet more or less to intersect the North 20 degrees 25 minutes West line of Shipley property as shown on a plat of same (recorded as above mentioned) thence with said line reversed to intersect a line drawn North 78 degrees 17 minutes West from the beginning thence with said line South 78 degree 17 minutes East 587 feet more or less to the point of beginning. Containing 2 acres more or less.

BEING, the same lot of ground described in a deed dated November 28, 2000 and recorded among the Land Records of Anne Arundel County in book 10078, page 607 from Gerald Clark McLean, unto Craig Mercier and Gwendolyn J. Mercier.

The improvements thereon being known as 7444 Shipley Avenue.

Said parcel of land known as **Tax ID No. 05-000-90046328**.

PARCEL TWO

BEGINNING, for the same first of said Lot at a stake set on the Northwest side of Shipley Avenue, which point of beginning is with magnetic meridian referred to June 1942, North 11 degrees 43 minutes East 400 feet from a pipe previously set on said side of said Avenue North 11 degrees 43’ East 602.65 feet from a pipe previously set at the intersection of said side of said Avenue with the Northeast corner of the school lot, as shown on the plat of Shipley Property recorded in cabinet 2, Rod B9, Folio 176, etc., which pipe is also South 79 degrees 7’ East 244 feet from a pipe previously set on the Southwest side of a large white oak tree; thence binding on said side of Shipley Avenue North 11 degrees 43’ East 175 feet to a pipe; thence leaving said road North 79 degrees 53’ West 600 feet more or less to intersect the North 20

degrees 25' West line of the whole tract as shown on the Plat hereinbefore referred to; thence with said line to intersect a line drawn North 79 degrees 53' West to the place of beginning; thence with said line South 79 degrees 53' West 156.5 feet to a pipe on the East side of a marsh; and North 79 degrees 53' West 465 feet, more or less, to a spike set in the East side of a leaning gum tree; and South 79 degrees 53' East 185.63 feet to the place of beginning. Containing 2.83 acres, more or less, according to a survey by Edward Hall, Jr. in January 1944, with meridian corrected as hereinbefore referred to.

BEING, the same land described in a Deed dated July 16, 2003 and recorded in Liber 13438, at folio 798 among the Land Records of Anne Arundel County, Maryland, by and between George Edwards, Jr. and Kimberly J. Lawson unto Craig Mercier and Gwendolyn J. Mercier.

The improvements thereon being known as 7442 Shipley Avenue.

Said parcel of land known as **Tax ID No. 05-000-06481200**.

CONTAINING in aggregate 2.83 acres more or less.

PARCEL THREE

Tax Map 8, Block 17, Parcel 393
Fifth Tax District, Anne Arundel County, Maryland
Tax #5000 9004 6327

BEGINNING for the same at a point in the west side of Shipley Avenue (55'R/W) at the same point of beginning of the conveyance to John R. Russell, Jr., and Monica M. Russell, trustees of the John and Monica Russell Trust, by a deed dated September 20, 1998 and as recorded among the Land Records of Anne Arundel County in Liber 8753 at Folio 799.

THENCE from the said point of beginning being so fixed and leaving Shipley Avenue, and with the fifth (5th) and sixth (6th) or South 79° 07' East, lines of conveyance to Russell (8753/799), reversely, and with Bearings referenced to the Plat of "Block B, Baltimore Common Business Park", dated November 30, 1974, and recorded in the Plat Records of Anne Arundel County in Plat Book 58 at Folio 48, North 85° 03' 16" west, 462.01 feet to intersect the Tract Boundary of Baltimore Commons Business Park (PB 58, P48)

THENCE, with part of said boundary the following two (2) courses and distances:

- 1.) North 17° 01' 09" West, 209.05 Feet, and
- 2.) North 26° 01' 06" West, 77.11 Feet

THENCE, leaving said Tract Boundary and with the Line of Division between the conveyance to Russell Trustees (8753/799) and a conveyance to Craig A. Mercer, et ux, by a deed dated November 28, 2000, and as recorded among the Land Records of Anne Arundel County in Book 10078 at Page 607, South 85° 03' 16" East, 579.88 feet to intersect the aforementioned side of Shipley Avenue

THENCE with the said side of Shipley Avenue, South 04° 56' 44" West, 260.00 feet to the point of beginning.

BEING, the same lot of ground described in a deed dated January 20th, 2011 and recorded among the Land Records of Anne Arundel County in book 23143, page 92 from John R. Russell, Jr., and Monica M. Russell, trustees of the John and Monica Russell Trust, unto Craig Mercier.

The improvements thereon being known as 7454 Shipley Avenue.

Said parcel of land known as **Tax ID No. 05-000-90046327**.

CONTAINING: 134,185 sq.ft, or 3.081 AC more or less.