

PURCHASE AND SALE AGREEMENT
(Prince Frederick, MD)

THIS PURCHASE AND SALE AGREEMENT (this "Agreement") is made and entered into as of _____, 20__ (the "Effective Date") by and between Gail M. Hoerauf-Bennett ("Seller"), having an address of _____, and the County Commissioners of Calvert County, Maryland, a body corporate and politic ("County").

In consideration of the mutual covenants and promises herein set forth, the parties agree as follows:

1. Purchase and Sale. Seller agrees to sell and convey to County and County agrees to purchase from Seller those certain parcels of land, together with all of Seller's right, title and interest, to any lands underlying any adjacent streets or roads, together with all easements, estates, rights, privileges, rights-of-way, riparian and other water rights, TDRs, buildings, structures, improvements, fixtures, equipment, building systems, electrical systems and equipment, plumbing systems and equipment, doors, awnings, and other personal property attached or appurtenant to the property (excluding any above ground fuel tanks and waste oil tanks, which Seller shall remove prior to vacating the Property), and appurtenances pertaining to or accruing to the benefit of the property, and licenses, permits or approvals, if any, affecting the property commonly known as 11845 H.G. Trueman Road, Lusby, Maryland 20657, as more particularly described on Exhibit A attached hereto and made a part hereof (collectively, the "Property").
2. Purchase Price. The purchase price (the "Purchase Price") for the Property shall be Five Hundred Five Thousand DOLLARS (\$505,000.00), payable as follows:
 - (A) \$25,000.00 paid the Seller as an Option Deposit;
 - (B) \$10,000.00 paid the Escrow Agent contemporaneously with the execution of this Agreement (the "Deposit"), by check subject to collection, to be held by Escrow Agent pursuant to this Agreement; and
 - (C) the balance of the Purchase Price by certified check to Seller's order or by wire transfer in accordance with Seller's instructions on the delivery of the Deed (as hereinafter defined) as provided in this Agreement.
3. Escrow Agent. The following shall apply with respect to the Deposit made pursuant to this Agreement:
 - (A) Seller and County hereby designates Thomas M. Pelagatti (the "Escrow Agent") to receive and hold, subject to the provisions of this subsection, the Deposit delivered by County, which Deposit shall be held in an interest-bearing account at a bank designated by Escrow Agent, with all interest being paid to County. As used herein, the term "Deposit" shall mean the Deposit together with all interest earned thereon.
 - (B) At the time of Closing (as defined in Section 12(A) below), Escrow Agent shall credit the Deposit against the Purchase Price in accordance with the terms and conditions of this Agreement.
 - (C) On receipt by Escrow Agent of a statement executed by one of the parties herein (or their respective successors or/and assigns) on or after the Closing, unless otherwise provided herein, that the title to the Property has not closed under this Agreement because of a default by the other party or because of the other party's inability to convey title to the Property in accordance

with the provisions of this Agreement, Escrow Agent shall, within two (2) business days, deliver a copy of said statement to the other party and return said Deposit to the party requesting return of said Deposit on the fifth (5th) business day after receipt by Escrow Agent of said statement unless Escrow Agent, prior to such return, receives from the other party a statement contesting the accuracy of the requesting party's statement and demanding retention of said Deposit by Escrow Agent. On receipt of such a statement demanding retention, Escrow Agent shall then release the Deposit only on receipt of a statement executed by both parties directing the release of the Deposit.

- (D) Escrow Agent shall also release the Deposit on receipt of a statement executed by one party directing payment of the Deposit to the other party.
- (E) Notwithstanding anything herein to the contrary, Escrow Agent may at any time and with notice to the parties, surrender the Deposit to the Circuit Court of Maryland for Calvert County for such disposition as may be directed by such court.
- (F) Upon delivery of the Deposit to either party or a court of competent jurisdiction under and pursuant to the provisions of this subsection, Escrow Agent shall be relieved of all liability, responsibility or obligation with respect to, or arising out of, the Deposit and any and all of its obligations arising therefrom.
- (G) Escrow Agent, in connection with its performance in such capacity, shall not be liable to either party except with respect to actions arising out of gross negligence or willful disregard of Escrow Agent's obligations hereunder. In addition, it is agreed that any and all escrow deposits whether of the Deposit hereunder or for any other purpose thereafter paid hereunder to the Escrow Agent, are being made for the accommodation of the parties hereto and Escrow Agent shall be deemed to be a stakeholder only. In the event any litigation should arise between the parties to this Agreement concerning the Deposit or any other escrow deposit, then the Parties hereto do severally and jointly agree to indemnify and save harmless Escrow Agent from the payment of any costs or any other expense that may be involved in said litigation, except those relating to gross negligence or willful misconduct. The provisions of this subsection shall survive the Closing and delivery of the Deed hereunder.

4. Title.

- (A) Seller shall transfer insurable and recordable title to the Property by General Warranty Deed (the "Deed") running to County, subject to: (i) printed exceptions normally contained in such title policies where the property is located; (ii) real estate taxes not yet due and payable for the calendar/fiscal year in which the Closing takes place; (iii) both (a) applicable zoning regulations and ordinances of the city and the county where the Property is located and (b) plats, results of surveys, covenants and restrictions, easements and other similar matters appearing of record, provided none of these items render title unmarketable (hereinafter collectively referred to as the "Permitted Encumbrances").
- (B) Escrow Agent will, at County's cost and expense, provide a title search for the Property in electronic form, together with corresponding easements, surveys and other encumbrances of record. County shall, within 30 days after receipt of a title report from Escrow Agent, notify Seller in writing of any objections to any exception (other than customary exceptions), deficiency or matter disclosed by the title report. Subject to Section 5 below, Seller shall have a reasonable period of time, not to exceed fifteen (15) days, within which it may remedy or

decline to remedy any defect in title, and for such purpose, anything herein to the contrary notwithstanding, shall be entitled to one or more reasonable adjournments of Closing for purposes of curing such defect(s) as the parties may agree.

5. Seller's Inability to Convey Title. If Seller shall be unable to convey title subject to and in accordance with the terms of this Agreement, or if at the time of Closing the Property does not conform with the provisions hereof, then Seller shall use reasonable efforts to remove any defects in title, or to deliver possession as herein provided or to make the said Property conform to the provisions hereof, as the case may be, in which event, and thereupon the date of Closing shall be extended for a period of thirty (30) days. In no event shall "reasonable efforts" require Seller to expend more than \$10,000.00, exclusive of any monetary liens or judgments, to cure any title defects. Notwithstanding the foregoing, Seller shall be obligated to satisfy all monetary liens, liquidated liens and judgments at Closing. If, at the expiration of the extended time for performance, if any, as mentioned above, the Seller shall have failed to remove any defects in title, deliver possession or make the Property conform, as the case may be, all as herein agreed, then County may elect to terminate this Agreement and County shall receive a refund of the Deposit, and upon making such refund, this Agreement shall wholly cease and terminate and neither party shall have any further claims against the other by reason of this Agreement. County may nevertheless accept such title as Seller may be able to convey, without reduction of the Purchase Price, and without any credit or allowance against the same, and without any liability on the part of Seller. Seller may, at the time of Closing, use the purchase proceeds or any portion thereof to clear the title of any or all encumbrances or interests, provided that all instruments so procured are recorded in accordance with local conveyancing practices.
6. Reserved.
7. Contingencies. Except as otherwise provided in this Agreement, Seller and County acknowledge and agree that there are no contingencies to County's obligation to purchase the Property upon the County's signature of this Agreement.
8. Representations, Warranties, and Indemnification.
 - (A) Seller represents and warrants to County that the Seller's Representations and Warranties provided with the Option remain true and accurate upon the Effective Date of this Purchase and Sale Agreement and that Seller:
 - (i) is the sole legal and equitable Owners of record and in fact, own good and marketable absolute fee simple title to the Property, free and clear of any and all liens, defects, encumbrances, lease, occupancies, easements, rights-of-way, covenants, conditions, limitations, sections, and other matters whatsoever except for those matters subject to State and local laws, ordinances and regulations, easements and rights-of-way of record and the lien of real estate taxes not yet due and payable;
 - (ii) has full authority and power to convey such title to the County without the consent of any person or entity;
 - (iii) has authorized the execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby;
 - (iv) to Seller's best information and knowledge, the Property has never been used for the manufacture, productions, storage, shipment or disposal of environmentally hazardous materials of any nature at any time and is in compliance with all environmental requirements;

- (v) the property nor any portion thereof has not been committed or dedicated to Calvert County or their governing agencies for any use;
 - (vi) at the time of the acceptance of this contract by the Sellers, there are no other executed contracts of sale for the subject property (Sellers are to provide documentation of the release of any prior contracts); and
 - (vii) There is not pending or, to the Seller's knowledge, threatened, any litigation, proceeding or investigation relating to the property or Seller's title thereto. To the best of the knowledge of the Sellers, as of the date of this Contract and as of the date of Closing, the Property (including land, surface water, ground water and improvements) is now and will then be free of all contamination, including (i) any "hazardous waste," "underground storage tanks," "petroleum," "regulated substance," or "used oil" as defined by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6901, et seq.) as amended, or by any regulations promulgated thereunder; (ii) any "hazardous substance" as defined by CERCLA, or by any regulations promulgated thereunder (including, but not limited to, asbestos and radon); (iii) any "oil, petroleum products, and their byproducts" as defined by the Maryland Natural Resources Code, Section 8-411 (a)(3) as amended, or by any regulations promulgated thereunder; (iv) any "hazardous substance" as defined by the Maryland Health Environmental Code, Title 7, Subtitle 2, as amended, or by any regulations promulgated thereunder; (v) any substance the presence of which on, in, or under the Property, is prohibited by any law similar to those set forth above; and (vi) any other substance which by law, regulation, or ordinance requires special handling in its collection, storage, treatment, or disposal.
- (B) Indemnification by Seller. Effective as of the closing date, Seller shall indemnify and hold harmless County from and against any and all claims, damages or liabilities (whether or not caused by negligence), including civil or criminal fines, arising out of or relating to any of the following due to actions of Seller upon the Property: (i) any generation, processing, handling, transportation, storage, treatment or disposal of solid wastes, hazardous materials or hazardous wastes by Seller and environmental damage, including but not limited to, any of such activities occurring on any of the assets; (ii) any releases by Seller (including but not limited to, any releases as defined under the Comprehensive Environmental Response, Compensation and Liability Act of 1980), as amended (hereinafter "CERCLA") to the extent occurring or existing prior to closing, including but not limited to such releases to land, ground water, surface water or into the air.
- (C) County represents and warrants to Seller that: (i) County has full right and authority to enter into the transaction contemplated hereby on the terms and conditions set forth herein; and (ii) the provisions of this Agreement do not conflict with or violate the provisions of any existing agreements between Seller and any third parties.
9. Brokerage. Seller shall be solely responsible for, and shall pay in cash at Closing, and only if Closing shall occur, a real estate commission to ReMax One, 132 Main Street, Prince Frederick, Md., Mark Davis, Broker, pursuant to the terms of a separate agreement (the "Broker") pursuant to the terms of a separate agreement. Seller represents and warrants to County, and County represents and warrants to Seller that except as provided in the preceding sentence no commissions are due and owing to any real estate broker or salesperson in connection with this transaction arising out of its actions. Seller and County hereby each agree, to the maximum extent allowed by law, to indemnify, defend and hold the

other harmless from and against any claim for any real estate commission or similar fee arising out of its actions concerning the purchase and sale of the Property as contemplated by this Agreement. The obligations of Buyer and Seller under this provision shall survive the Closing.

10. Notices. Any notice hereunder must be in writing and delivered personally or by United States mail, registered or certified, return receipt requested; United States Priority Mail; or Federal Express or equivalent courier service, and shall be effective only if and when received by the party to be notified. For purposes of notice, the addresses of the parties shall be as set forth below or as may be designated by notice to the other from time to time. A courtesy phone call to the receiving party is also expected, but not a condition of providing effective notice.

Seller: _____

Attn: _____
Phone: _____
Facsimile: _____

County: County Commissioners of Calvert County, Maryland
175 Main St.
Prince Frederick, MD 20678
Attn: Tom Jones, General Services Deputy Director
Phone: 410-535-1600, ext. 2299
Facsimile: 410-414-3241

with a copy to: County Attorney
175 Main St.
Prince Frederick, MD 20678
Telephone: (410) 535-6323
Facsimile: (410) 414-3241

11. Closing Expenses. All taxes, general and special, other public or governmental charges or assessments and homeowner association dues and assessments which are or may be payable on an annual basis including, liens or encumbrances for public improvements completed or commenced on or prior to the date hereof or subsequent thereto are to be adjusted and apportioned as of the date of settlement and are to be assumed and paid thereafter by the County, whether assessments have been levied on or as of the date of settlement. The cost of all documentary stamps and transfer taxes payable in connection with the transfer shall be paid by County. Recording costs, title examination and title insurance premium shall also be paid by the County. Seller warrants that all other taxes or fees which may be due in connection with the Property have been or will be paid, provided, further, that agricultural transfer taxes, if any, will be paid by Seller. Any closing expenses not specifically identified herein shall be paid by the County.

12. Closing & Adjustments.

(A) The purchase and sale of the Property will be held by mail, and will occur, subject to all conditions precedent set forth in this Agreement, at 10:00 a.m. on or before the fifteenth (15th) day after the latter of: the expiration of the Feasibility Period; or such other time as may be agreed upon by Seller and County (the "Closing").

- (B) Real estate and personal property taxes, assessments and other costs shall be prorated as of the date of Closing. In the event the real estate taxes for the year of closing are unknown, the tax proration will be based upon the taxes for the prior year, and at the request of either party, the taxes for the current year shall be re-prorated and adjusted when the tax bill for the current year is received and the actual amount of taxes is known. Certified special assessments which are liens as of the date of this Agreement shall be paid by Seller, and pending liens as of the date of this Agreement shall be paid by Seller. The provisions of this Section shall survive the Closing.
- (C) At the Closing, Seller shall execute and deliver the following: (i) the Deed; (ii) settlement statement providing for the prorations and adjustments required by this Agreement; (iii) an affidavit certifying that Seller is not a "foreign person" as defined in Section 1145 of the Internal Revenue Code of 1986, as amended, which shall include Seller's Federal tax identification number; and (iv) any other closing document that Escrow Agent or County may reasonably require.
- (D) At Closing, County shall deliver the following: (i) the balance of the Purchase Price; (ii) signed settlement statement providing for the prorations and adjustments required by this Agreement; and (iii) any other closing documents that Escrow Agent of County may reasonably require.

13. Possession; Insurance; Risk of Loss.

- (A) Subject to the terms of the Lease, risk of loss shall remain with Seller until Closing. Seller shall promptly notify County of any damage or destruction of all or any part of the Property or any condemnation or taking by eminent domain of any portions of the Property. County shall have the right to terminate this Agreement without liability on its part and receive a refund of all Deposits, by so notifying Seller within fifteen (15) days of Seller's notification to County of said condemnation, damages or destruction. If County elects to proceed with Closing, Seller shall assign to County condemnation awards or insurance proceeds payable to Seller on account of such condemnation, damage or destruction.
- (B) SELLER AND COUNTY AGREE THAT, EXCEPT AS EXPRESSLY PROVIDED FOR IN THIS AGREEMENT AND THE OTHER DOCUMENTS EXECUTED BY SELLER AT CLOSING (COLLECTIVELY, "TRANSACTION DOCUMENTS"), THE PROPERTY SHALL BE SOLD AND COUNTY SHALL ACCEPT POSSESSION OF THE PROPERTY ON THE DATE OF CLOSING "AS IS," "WHERE IS," AND "WITH ALL FAULTS," WITH NO RIGHT OF SET-OFF OR REDUCTION IN THE PURCHASE PRICE, AND THAT, EXCEPT AS EXPRESSLY PROVIDED IN THE TRANSACTION DOCUMENTS, SUCH SALE SHALL BE WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WARRANTY OF INCOME POTENTIAL, OPERATING EXPENSES, USES, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND SELLER DOES HEREBY DISCLAIM AND RENOUNCE ANY SUCH REPRESENTATION OR WARRANTY, EXCEPT AS EXPRESSLY PROVIDED IN THE TRANSACTION DOCUMENTS. COUNTY SPECIFICALLY ACKNOWLEDGES THAT, EXCEPT AS REQUIRED BY LAW OR AS EXPRESSLY PROVIDED FOR IN THE TRANSACTION DOCUMENTS, COUNTY IS NOT RELYING AND SHALL NOT RELY ON ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, FROM SELLER AS TO ANY MATTERS CONCERNING THE PROPERTY. COUNTY FURTHER ACKNOWLEDGES AND AGREES THAT, EXCEPT AS EXPRESSLY PROVIDED IN THE TRANSACTION DOCUMENTS, SELLER SHALL BE UNDER NO DUTY TO MAKE ANY AFFIRMATIVE DISCLOSURE REGARDING ANY MATTER WHICH MAY BE KNOWN TO SELLER OR THEIR RESPECTIVE

OFFICERS, DIRECTORS, CONTRACTORS, AGENTS OR EMPLOYEES, AND THAT IT IS RELYING SOLELY UPON ITS OWN INSPECTION OF THE PROPERTY AND NOT UPON ANY REPRESENTATIONS MADE TO IT BY ANY PERSON WHOMSOEVER ON SELLER'S BEHALF. EXCEPT AS PROVIDED BY LAW OR AS EXPRESSLY PROVIDED IN THE TRANSACTION DOCUMENTS, ANY REPORTS, REPAIRS OR WORK REQUIRED BY COUNTY ARE TO BE THE SOLE RESPONSIBILITY OF COUNTY AND THAT THERE IS NO OBLIGATION ON THE PART OF THE SELLER TO MAKE ANY CHANGES, ALTERATIONS OR REPAIRS TO THE PROPERTY. THE PROVISIONS OF THIS SECTION SHALL SURVIVE THE CLOSING.

14. Default and Remedies.

(A) County's Default. If County fails to close for any reason, except: (i) Seller's default; (ii) the permitted termination of this Agreement by County or Seller as herein expressly provided; or (iii) non-satisfaction of any contingency within six (6) months of the date of this Agreement, Seller shall be entitled to terminate this Agreement and to retain the Deposit as liquidated damages. In the event any contingency is not satisfied within nine (9) months of the date of this Agreement, Seller may terminate this Agreement upon written notice to the County and return or release of County's Deposit.

(B) Seller's Default. If Seller is in default under the terms of this Agreement, or if Seller fails to close for any reason, except: (i) County's default; or (ii) the permitted termination of this Agreement by either Seller or County as herein expressly provided, County shall be entitled to terminate this Agreement upon written notice to Seller and to obtain the return of the Deposit and interest thereon, to County, or in lieu of terminating this Agreement, shall have the right to pursue the remedy of specific performance. In the event any contingency is not satisfied within nine (9) months of the date of this Agreement, County may terminate this Agreement upon written notice to the Seller and County may retain the Deposit.

(C) Legal Fees. In the event of any litigation between the parties with respect to the subject matter of this Agreement, the prevailing party shall be entitled to recover its reasonable legal fees from the other party.

15. Governing Law. This Agreement shall be construed and enforced in accordance with and governed by the internal laws of the State of Maryland, without giving effect to its choice of law provisions. The invalidation of one or more of the terms of this Agreement shall not affect the validity of the remaining terms.

16. Further Actions. In addition to the acts and deeds recited herein and contemplated to be performed, executed, and/or delivered, Seller and County agree to perform, execute, and/or deliver or cause to be performed, executed and/or delivered at the Closing or after the Closing any and all such further acts, deeds and assurances as may be necessary to consummate the transaction contemplated hereby, including executing and delivering such customary documents as may be reasonably required by a title company or its agent. Otherwise, the acceptance of the Deed by or on behalf of County shall be deemed to be a full performance and discharge of every agreement and obligation herein contained or expressed, except such as are, by the terms hereof, to be performed after the delivery of said Deed.

17. Recording. This Agreement may not be recorded among any public records.

18. Counterparts. This Agreement may be executed in multiple counterparts, all of which together shall constitute one agreement. A facsimile or other electronic signature shall be deemed to be an original. Offer and acceptance of this Agreement by facsimile shall be binding.

19. Effective Date. Whenever the term or phrase “Effective Date” or “date hereof”, or other similar phrases describing the date upon which this Agreement becomes binding on Seller and County, are used in this Agreement, such terms or phrases shall mean and refer to the date of this Agreement.
20. Survival. Except as otherwise specifically set forth in this Agreement, the provisions, covenants and/or representations contained in this Agreement shall survive the Closing and delivery of the Deed.
21. Entire Agreement. The foregoing may not be changed or terminated orally. The terms, conditions, agreements, obligations, representations, and indemnities shall apply to and bind the successors and assigns of the respective parties. This Agreement constitutes the entire agreement between the parties and may not be changed, altered or modified except by an instrument in writing signed by the party against whom enforcement of such change would be sought. Any rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not apply to the interpretation of this Agreement or any amendments or exhibits hereto.
22. Liability of Fiduciary. If Seller or County executes this Agreement in a representative or fiduciary capacity, only the principal or the estate represented shall be bound, and neither the Seller nor County so executing shall be personally liable for any obligation, express or implied, hereunder.
23. Confidentiality. All information and documentation pertaining to the Property, the transaction contemplated herein, or to County or Seller, which is not publicly available or required to be disclosed by law, provided by one party to the other or otherwise obtained by either party, shall be treated as confidential information. County and Seller shall respectively instruct all of its officers, directors, employees, agents, representatives, consultants, advisors and contractors as to the confidential nature of all such information. The provisions of this Section shall survive the termination of this Agreement.
24. Time of the Essence. Time is of the essence with respect to each and every term, condition, obligation, covenant or right under this Agreement.
25. Sovereign Immunity. By entering into this contract, the County and its “employees”, as defined in the Local Government Tort Claims Act, §§5-301 *et seq.* of the *Courts and Judicial Proceedings Article*, do not waive sovereign immunity, do not waive any defenses and do not waive any limitations of liability as may be provided for by law. No provision of this contract modifies and/or waives any provision of the Local Government Tort Claims Act.
26. Third Party Beneficiary. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of this Agreement to create in the public or any member thereof, third party beneficiary status in connection with the performance of the obligations herein without the written consent of the County and notwithstanding its concurrence in or approval of the award of any contract or subcontract or the solicitation thereof in fulfilling the obligations of the Agreement.
27. No Individual Liability. No elected official, appointed official, employee, servant, agent or law enforcement officer shall be held personally liable under this Agreement and any extension or renewals thereof because of its enforcement or attempted enforcement provided they are acting within the course and scope of their employment or governmental duties and responsibilities.
28. Sufficient Appropriations. The County’s financial obligations, if any, under this Agreement are contingent upon sufficient appropriations and authorization being made by the County for the performance of this Agreement. The County’s decision as to whether sufficient appropriations are available shall be accepted by the other party or parties to this Agreement, and shall be final.

29. Severability. In the event any portion of this agreement is found to be unconstitutional, illegal, null or void, by a court of competent jurisdiction, it is the intent of the parties to sever only the invalid portion or provision, and that the remainder of the agreement shall be enforceable and valid, unless deletion of the invalid portion would defeat the clear purpose of the agreement, or unless deletion of the invalid portion would produce a result inconsistent with the purpose and intent of the Board of County Commissioners in entering into this agreement.

IN WITNESS HEREOF each of the parties hereto have caused these presents to be executed in its name and on its behalf by authority duly vested in them, or, if either of the said parties is an individual, a partnership or an unincorporated association, such individual, partner or duly authorized agent of such unincorporated association has hereunto set his or her hand and seal, all done and executed as of the date the last of the parties hereto executes this Agreement, in several counterparts, each of which shall be deemed an original, but all constituting only one Agreement.

WITNESS/ATTEST:

SELLER:

By: _____(SEAL)

Name: Gail M. Hoerauf-Bennett

Date:

ATTEST:

**BOARD OF COUNTY COMMISSIONERS OF
CALVERT COUNTY, MARYLAND**

By: _____(SEAL)

Name: Earl F. Hance

Title: President

Date:

PURCHASE AND SALE AGREEMENT EXHIBIT A
LEGAL DESCRIPTION

The property is located in the westerly side of H.G. Trueman Road in Lusby, Maryland in the First Election District of Calvert County, Maryland. The property has been assigned account number 0501199986 for Parcel 127 Lot 1 by the Maryland Department of Assessments and Taxation; is shown on Tax Map 42 in Grid 18 and has a current mailing address of 11845 H.G. Trueman Road, Lusby, Maryland 20657. The property is further identified by metes and bounds description contained in Liber 1153 at Folio 263 among the land records of Calvert County.

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