

COUNCIL OF THE CITY OF ABERDEEN
Ordinance No. 20-O-04

Date Introduced:	March 9, 2020
Sponsored by:	Entire Council
Amendments Adopted:	None
Public Hearing:	April 13, 2020
Date Adopted:	April 27, 2020
Date Effective:	May 18, 2020

AN ORDINANCE concerning

**CONTRACT OF SALE FOR 19 FRANKLIN STREET, LOT 15; 15 FRANKLIN
STREET, LOT 16; AND 11 FRANKLIN STREET, LOT 17
SURPLUS PROPERTY**

FOR the purpose of approving a certain Contract of Sale with Steven B. Horne, for the sale of certain City-owned real property at 19 Franklin Street, 15 Franklin Street, and 11 Franklin Street, Aberdeen, MD, 21001; determining that such property as described in the Contract of Sale is not needed for public use and has the potential of being far more economically and socially valuable to the citizens of Aberdeen if developed by competent, experienced professionals; authorizing the conveyance of such property pursuant to such Contract of Sale; and all matters generally related to the disposition of certain City-owned real property.

* * * * *

EXPLANATORY STATEMENT: The City owns three parcels of unimproved real property being known as 19 Franklin Street identified as Lot PO 15, Parcel #977 with a Tax ID No. 02-035510; 15 Franklin Street identified as Lot PO 16, Parcel #979, with a Tax ID No. 02-018365, and 11 Franklin Street identified as Lot PO 17, Parcel #980, with a Tax ID No. 02-014572 (as further described in Exhibit A attached). The City has determined that this property is not needed for public use. The City has negotiated a private sale Contract of Sale with Steven B. Horne that provides for redevelopment of the property with mixed uses including 24 residential unit apartment building with a minimum of four thousand (4,000) square feet of commercial office/retail space on the ground floor, and also provides for enhancements to Festival Park as provided for in the Contract of Sale. Pursuant to the Contract of Sale, the City will receive from Steven B. Horne the sum of \$1.00, which the Mayor and Council deems to be reasonable considering the tax revenues and community economic and social benefits that capital reinvestment of \$3.0 million by Mr. Horne will afford Aberdeen. The Mayor and Council believes the Contract of Sale is in the best long-term interests of the City and its residents.

1 **SECTION 1. BE IT ENACTED BY THE COUNCIL OF THE CITY OF**
2 **ABERDEEN** that a certain Contract of Sale between the City of Aberdeen and Steven B. Horne,
3 a copy of which is attached to this Ordinance as Exhibit A, is ratified and approved, and the City
4 Manager is authorized to execute such Contract of Sale on behalf of the City.

5
6 **SECTION 2. AND BE IT FURTHER ENACTED BY THE COUNCIL OF THE**
7 **CITY OF ABERDEEN**, that the City Council hereby determines that the property described in
8 the EXPLANATORY STATEMENT above is not needed for public use, and authorizes the City
9 Manager to execute and deliver on behalf of the City, a Deed to the property consistent with the
10 Contract of Sale attached as Exhibit A and such other usual and customary documents required to
11 effectuate the conveyance.

12
13 **SECTION 3. BE IT FURTHER ENACTED BY THE COUNCIL OF THE CITY OF**
14 **ABERDEEN**, that this Ordinance shall become effective at the expiration of twenty (20) calendar
15 days following adoption.

COUNCIL OF THE CITY OF ABERDEEN

Patrick L. McGrady, Mayor

Adam M. Hiob, Councilman

Jason W. Kolligs, Councilman

Sandra J. Landbeck, Councilwoman

Timothy W. Lindecamp, Councilman

ATTEST:

SEAL:

Monica A. Correll, City Clerk

Date _____

CONTRACT OF SALE

THIS CONTRACT OF SALE ("Contract") is made by and between CITY OF ABERDEEN, a municipal corporation of the State of Maryland ("Seller"), and STEVEN B. HORNE on behalf of an entity to be formed ("Purchaser"). The "Effective Date" of this Contract shall be the date on which the last party executes the Contract.

IN CONSIDERATION of the mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Purchaser and Seller hereby covenant and agree as follows:

1. Agreement of Purchase and Sale. Seller agrees to sell and convey unto Purchaser, and Purchaser agrees to purchase and accept from Seller, for the price and subject to the terms, covenants, conditions and provisions herein set forth, the fee simple interest in those certain parcels of land located in the City of Aberdeen, Harford County, Maryland, being known as 19 Franklin Street identified as Lot PO 15, Parcel 977, with a Tax Account Number 02-035510, 15 Franklin Street identified as Lot PO 16, Parcel 979, with a Tax Account Number 02-018365, and 11 Franklin Street identified as Lot PO 17, Parcel No. 980, with a Tax Account Number 02-014572, and being more particularly described on Exhibit A attached hereto and incorporated herein, together with all right, title and interest of Seller in and to all (i) improvements upon the Land, except for an existing pagoda on the Property, (ii) licenses, permits, approvals and entitlements with respect to the Land, and (iii) appurtenances belonging or in anywise pertaining to the Land including, but not limited to, all of Seller's right, title and interest in and to appurtenant easements, adjacent private streets, private alleys, private rights-of-way, and any adjacent strips or gores of real estate (collectively, the "Property").

2. Purchase Price. The purchase price ("Purchase Price") for the Property is ONE DOLLAR (\$1.00), which shall be payable by Purchaser to Seller at the consummation of the transactions contemplated hereby (the "Closing") all in cash.

3. Time and Place of Closing. Promptly after the Effective Date Seller's Mayor and Council shall introduce an Ordinance to authorize the disposition of the Property pursuant to this Contract. Unless the parties agree otherwise, Closing shall take place on or before sixty (60) days from the Effective Date or on or before the effective date of the Ordinance, whichever occurs later, at a time, and at such place as mutually agreed upon by the parties.

4. Deed to Property. At Closing, a deed conveying the fee simple interest in the Property shall be prepared and executed at Purchaser's expense. Seller shall execute and deliver to Purchaser any and all such other necessary and reasonable documents as are required to convey all of the Property, including its furnishings, to Purchaser as necessary to implement the terms of this Contract.

5. Recordation and Transfer Taxes. All recordation taxes and state and local transfer taxes relating to the conveyance of the Property to Purchaser shall be paid by Purchaser. The provisions of this Section shall survive Closing hereunder.

6. Property Documents. Within five (5) business days after the Effective Date hereof, Seller shall deliver to Purchaser, without cost to Purchaser, all studies, materials, site assessments, engineering, plans, and plats relating to the Property or the ownership or development thereof, including, without limitation, plans previously developed that have been prepared or issued by or for Seller or any previous contract purchaser of the Property that are in Seller's possession or control (the "Property Documents").

6.1 In the event this Contract terminates for any reason (other than on account of Seller's default) (i) Purchaser shall return to Seller all Property Documents; (ii) the Purchaser shall promptly deliver to the Seller, at no cost to the Seller, originals, if available, or otherwise copies of any title reports or commitments, surveys, environmental assessments, engineering materials, plans, plats, drawings, specifications, studies, marketing materials, soils, topography or similar studies and similar materials relating to the Property or its development (the "Study and Development Materials") in Purchaser's possession or control and all consents, agreements, approvals, licenses, permits, similar documents and applications for the same from or to any governmental authority relating to the development of the Property (the "Permits and Approvals"), and (iii) if requested by Seller, Purchaser shall, at no cost to Seller, assign to Seller (to the extent assignable) all of Purchaser's right, title and interest in and to so much of the Study and Development Materials and Permits and Approvals as Seller shall request. Purchaser shall at all times pay on a current basis all charges due and owing with respect to the Study and Development Materials. If Purchaser delivers the Study and Development Materials and/or the Permits and Approvals to Seller, Purchaser makes no representation or warranty as to the completeness or accuracy thereof, and Seller shall rely upon all of the foregoing at Seller's sole risk.

6.2 Notwithstanding anything to the contrary contained elsewhere in this Contract, Purchaser shall rely upon the Property Documents and any other documents or materials delivered by Seller or Seller's agents, servants, employees or contractors at Purchaser's sole risk, and the same shall not be deemed to constitute a warranty or representation of Seller.

7. Purchaser's Obligations. This Contract, and the right and obligation of Purchaser to purchase the Property pursuant to this Contract, shall be expressly conditioned upon the following:

7.1 Pursuant to Purchaser's Expression of Interest, EOI No. 19 – 002, submitted to the City of Aberdeen on October 4, 2019, Purchaser shall construct, at Purchaser's sole cost and expense, a 24 unit market rate apartment building, with

elevator(s), to include a minimum of four thousand (4,000) square feet of commercial office/retail space to be provided on the ground floor (i.e. under the apartment units) (the "Apartment Complex"). Construction of the Apartment Complex shall be completed and certificates of occupancy issued within 40 months from the Effective Date of this Contract.

7.1.1 Purchaser's development plans and architectural plans for the Apartment Complex shall be subject to the approval of the Seller's TOD architectural review committee, Planning Commission and Mayor and City Council ("Reviewing Authorities"). Purchaser shall submit applications for such approvals not later than one month following Closing, and shall promptly revise any such plans as necessary to comply with comments and requirements from Reviewing Authorities. Purchaser shall submit applications for grading and building permits promptly after final approval of all development plans and architectural plans, and shall diligently pursue such grading and building permit applications to issuance.

7.1.1.1 Attached hereto as Exhibit B and incorporated by reference is "CONCEPT 1" from page 44 of Purchaser's Expression of Interest. Seller represents that architectural elements depicted on CONCEPT 1 would be desirable and appropriate for the development of the Apartment Complex.

7.1.2 Should the Purchaser be unable to complete construction of the Apartment Complex and receive certificates of occupancy within 40 months from the Effective Date of this Contract, Purchaser agrees to pay Seller Thirty Thousand Dollars (\$30,000.00). At Closing Purchaser shall deposit with Seller Thirty Thousand Dollars (\$30,000.00), to be held by Seller in escrow to secure Purchaser's obligation under this Section 7.1.3. Seller shall refund the Thirty Thousand Dollars (\$30,000.00) back to Buyer immediately upon issuance of the use and occupancy permit for the Apartment Complex.

7.2 Within sixty (60) days upon receipt of all permits and approvals by Buyer from Seller to construct the Apartment Complex, in consultation with Seller, Purchaser shall prepare plans and specifications for enhancements to the lighting at Seller's Festival Park, having a cost of not less than \$15,000 nor more than \$18,000 (the "Enhancements"). The plans and specifications shall be subject to approval by Seller, which approval shall not be unreasonably withheld. After approval by Seller, Purchaser shall install the Enhancements at Purchaser's sole cost and expense, and shall complete the installation within 180 days after Seller's approval of the plans and specifications.

7.3 The provisions of this Section 7 shall survive Closing hereunder.

8. Force Majeure. The term "force majeure" in this contract includes, but is not limited to, natural disasters, sudden serious illness or accidental serious injury. A party shall not be liable for any failure of or delay in the performance of this Contract for the period that such failure or delay is beyond the reasonable control of a party,

materially affects the performance of any of its obligations under this Contract, and could not reasonably have been foreseen or provided against, but will not be excused for failure or delay resulting from only general economic conditions or other general market effects.

Where either party hereto suffers from force majeure event and causing the Contract cannot be performed, the party suffering from force majeure event shall serve written notice to the other party within 20 days, and the responsibility may only be exempted in part or in whole after consultation between both parties according to the influence of force majeure event; otherwise the responsibility will not be exempted and the compensation for loss shall be borne in full. In the event of a force majeure, the parties shall extend any applicable deadlines contained herein by mutual written agreement. The provisions of this Section shall survive Closing hereunder.

9. Utilities; Easements. At and as of the day of Closing, Purchaser shall satisfy itself that all necessary utilities for Purchaser's intended development and use of the Property including, but not limited to, water, sewer, electricity, telephone, and natural gas, shall be immediately available in sufficient quantity for such intended use, either on the Property, in public streets immediately adjacent thereto, or available at the boundary of the Property through existing utility easements. Notwithstanding the expiration date of the TOD Economic Development Incentive Program of June 30, 2021, Seller agrees to and shall waive any or all standard water and sewer tap and connection fees, with no special or extraordinary fee or charge required therefor, and Seller's obligation shall survive Closing hereunder.

10. Violations. All written notices of violations of governmental orders or requirements noted or issued by any public authority having jurisdiction, and any action in any court against or affecting the Property shall have been complied with by Seller and the Property shall be free and clear thereof, and the Property shall not be in violation of any governmental laws, ordinances, rules or regulations. The provisions of this Section shall survive Closing hereunder.

11. Hazardous Materials. Seller makes no representation or warranty that the Property (including land, surface water, ground water, and improvements, if any) is and will be free of "Hazardous Materials" on and as of the Effective Date of this Contract and as of the date of Closing. However, Seller represents that, to the best of Seller's actual knowledge, no Hazardous Materials exist on the Property at the Effective Date of this Contract. Purchaser shall be responsible for removing and remediating any Hazardous Materials from the Property, and shall hold harmless, defend and indemnify Seller for any obligation or liability therefore. As used in this Contract, "Hazardous Materials" includes (1) any "hazardous waste" as defined by the Resource Conservation and Recovery Act of 1976, as amended from time to time, and regulations promulgated thereunder; (2) any "hazardous substance" as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended from time to time, and regulations promulgated thereunder; (3) any substance the presence of which on the Property is prohibited by any federal, state or local law or ordinance

regulating toxic or hazardous wastes or substances; and (4) any toxic or hazardous substances or materials, whether products or wastes, including, without limitation, asbestos or PCB's. The provisions of this Section shall survive Closing hereunder.

12. Representations True. All representations and warranties of Seller to Purchaser contained in this Contract and any exhibits hereto shall be true and correct at Closing with the same force and effect as if such representations and warranties were made at and as of such time, and Seller shall have performed all covenants of Seller provided herein. Notwithstanding that certain of Seller's representations and warranties may be limited to the extent of Seller's actual knowledge of the facts stated therein, the condition precedent to Purchaser's obligation to close hereunder set forth in this Section shall not be so limited, and the satisfaction of this condition shall depend upon the actual correctness of the facts stated in all such representations and warranties. Seller makes the following representations and warranties to Purchaser with respect to the Property, each of which shall be true and correct on the date of execution hereof and on the date of Closing:

12.1 Authority; No Legal Bar. Seller now has, and at Closing will have, full power and authority to enter into, undertake and perform the terms of the Contract and, on the date of Closing, to execute and deliver a deed and other instruments of conveyance of title to the Property required in order to convey the Property to Purchaser. This Contract does not violate the terms of any other contract, agreement, undertaking, law, order, regulation or instrument to which Seller is a party or by which any Seller is bound.

12.2 Violations. Seller has no actual knowledge of any violation of local, state, or federal laws, ordinances and regulations applicable to the Property.

12.3 INTENTIONALLY OMITTED.

12.4 Parties in Possession. There are no tenants or occupants of any portion of the Property and no party has, by agreement, operation of law or otherwise, any option or right of first refusal to purchase all or any portion of the Property.

12.5 Unrecorded Commitments. There are no proffers or other unrecorded agreements with governmental authorities or private parties, including any agreement for the transfer of development rights that will affect the Property before or after Closing.

12.6 Foreign Person. Seller is not a "foreign person" under Section 1445 of the Internal Revenue Code of 1986, as amended, and at Closing Seller shall provide an affidavit satisfactory to Purchaser confirming such fact.

12.7 Litigation. There are no actions, suits, proceedings, or investigations pending or, to the actual knowledge of Seller, threatened against the Property.

12.8 Knowledge. As used in this Contract, the term "to the best of Seller's actual knowledge" or "Seller's actual knowledge" or similar language, shall mean the actual knowledge of Seller's City Manager and shall exclude constructive knowledge, imputed knowledge and any duty to make any investigation. In the event that, at any time between the Effective Date and the date of Closing, Seller acquires actual knowledge of any fact or circumstance that renders any of the representations and warranties set forth in this Section untrue or inaccurate, then Seller shall immediately notify Purchaser in writing of such fact or circumstance, whereupon the representations and warranties affected thereby shall be deemed modified. Purchaser shall thereupon elect, and shall notify Seller of its election in writing within ten (10) business days following the date on which it was so informed by Seller, either to accept such modified representations and warranties and proceed to Closing hereunder, or to terminate this Contract, in which event upon delivery to Seller of the Study and Development Materials, the Deposit shall be delivered to Purchaser and the parties hereto shall be relieved of all further liability and obligation to each other, except with respect to those obligations that expressly survive the termination of this Contract.

12.9 Survival. The representations and warranties made by Seller in Sections 7 through 12, and where otherwise expressly stated in this Contract, shall survive Closing. Any action based upon an alleged breach of any representation or warranty made in this Contract by Seller must be filed within six (6) months after the date of Closing and no such action may be filed or brought after the expiration of such six (6) month period.

13. Title. The following conditions concerning title to the Property shall exist at the time of Closing hereunder, and the obligation of Purchaser to Close hereunder shall be expressly conditioned upon and subject to the satisfaction (or written waiver by Purchaser) of each such condition:

13.1 Status of Title. Seller's fee simple title to each of the properties shall be (and is required to be) good of record and in fact, marketable, and free and clear of all liens, encumbrances, leases, tenancies, occupancies, easements, rights of way, encroachments, obligations, covenants, conditions, restrictions and limitations, recorded or unrecorded, excepting only (1) then-current real estate taxes not yet due and payable; and (2) matters of record as of the date hereof to which Purchaser shall fail to object.

14. Risk of Loss. Until the deed conveying title to Purchaser shall be recorded, the risk of loss or damage to the Property by fire, erosion, flood, or other casualty is assumed by Seller, and in the event of any such loss or damage having a materially adverse effect upon the Property or Purchaser's ability to develop the Property for Purchaser's intended use, Purchaser shall have the right to terminate this Contract,

whereupon, on delivery of the Study and Development Materials and/or Permits and Approvals, the Deposit shall be refunded to Purchaser by Escrow Agent in its entirety, and Purchaser shall be relieved of all liability or obligation hereunder accruing except for those provisions which are expressly to survive such termination.

15. Adjustments. Taxes, general and special, are to be adjusted as of the date of Closing according to the certificate of taxes issued by the taxing authority in the jurisdiction in which the Property is situate.

16. Possession. Seller agrees to give possession and occupancy of the entire Property to Purchaser at the time of Closing, free and clear of all leases, tenancies and occupancies; and in the event Seller shall fail so to do, Seller shall be and become a tenant at sufferance of Purchaser and Seller hereby waives any and all notices to quit required by the laws in the jurisdiction in which the Property is located.

17. Notices. All notices hereunder shall be in writing and shall be deemed given when personally delivered, delivered by a national overnight delivery service or mailed by certified U.S. mail, return receipt requested, first class, postage prepaid, to the parties hereto at their respective addresses set forth below, or at such other address of which either party shall notify the other parties in accordance with the provisions hereof:

As to SELLER: Randy E. Robertson, City Manager
City of Aberdeen
60 North Parke Street
Aberdeen, MD 21001
e-mail: rrobertson@aberdeennmd.gov

With a copy to: Frederick C. Sussman, Esq., City Attorney
Council Baradel
125 West Street, 4th Floor
Annapolis, MD 21401
fax: (410) 269-8409
e-mail: fsussman@councilbaradel.com

As to PURCHASER: Steven B. Horne
940 Gilbert Road
Aberdeen, MD 21001
e-mail: Steve@horneconcrete.com

With a copy to: Joseph F. Snee, Jr., Esquire
Snee, Lutche, Helmlinger & Spielberger, P.A.
112 South Main Street
Bel Air, Maryland 21014
e-mail: jsnee@slhslaw.com

Any notice delivered in person or by certified mail shall be deemed to have been given and received on the date of delivery indicated on the return receipt or signed receipt, and any notice delivered by overnight delivery service shall be deemed to have been given and received on the date of actual delivery, as indicated by the receipt generated by the overnight delivery service, provided that, in any event, refusal to accept delivery of notice shall be deemed receipt hereunder at the time of such refusal. Any party may change its address for notices by written notice to the other parties hereto given in conformity with the provisions of this Section, such change of address to be effective ten (10) calendar days after such notice shall be delivered.

18. Exhibits. Each of the exhibits attached to this Contract is incorporated herein by reference. Any exhibit not available at the time this Contract is executed shall be agreed upon, initialed, and attached by the parties as soon after execution as is practicable, but failure to attach any exhibit shall not affect the validity of this Contract unless the parties are in material disagreement as to the contents thereof.

19. Entire Agreement; Modifications. This Contract contains the entire agreement between the parties hereto and is intended to be an integration of all prior or contemporaneous agreements, conditions, or undertakings between them; there are no promises, agreements, conditions, undertakings, warranties, or representations (whether oral or written, express or implied) between them other than as herein set forth. No change or modification of this Contract shall be valid unless in writing signed by both Seller and Purchaser; and no purported or alleged waiver of any provision hereof shall be valid or effective unless in writing signed by the party against whom it is sought to be enforced.

20. Successors and Assigns. This Contract shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns. Purchaser may assign this Contract and its rights hereunder to any person or entity solely owned and operated by Purchaser without the necessity of obtaining the consent of Seller, which consent shall be deemed to have been granted, but Purchaser shall promptly notify Seller in writing of any such assignment. Purchaser shall not assign this Contract to any third party without the prior written consent of Seller, which consent shall not be unreasonably withheld; provided, that Purchaser shall have the right, without the necessity of Seller's consent, to direct that the deed required to consummate Closing hereunder be delivered by Seller directly to any third party developer or builder selected by Purchaser.

21. Governing Law; Attorneys' Fees. This Contract shall be enforced and interpreted under the laws of the jurisdiction in which the Property is located. The prevailing party in any proceeding brought to enforce the rights of a party hereunder shall be entitled to recoup all costs and expenses of such proceeding, including reasonable attorneys' fees. Notwithstanding anything to the contrary contained elsewhere in this Contract, the provisions of this Section shall survive any termination of this Contract and

Closing under this Contract.

22. Computation of Time. In the event the last day for giving notice or taking any action under this Contract falls on a Saturday, Sunday, or Federal holiday, the last day for giving such notice or taking such action shall be extended until the next business day.

23. Counterparts. This Contract may be executed in multiple counterparts, each of which shall be deemed an original but all of which shall constitute but one contract.

24. No Third-Party Beneficiary. This Contract is solely for the benefit of the parties hereto, their successors and permitted assigns and not for the benefit of any third party.

25. Termination. Notwithstanding any provisions to the contrary contained within, Buyer reserves the right to terminate this Contract for any reason or no reason on or before Closing pursuant to paragraph 3 hereof.

26. Traffic Study. The Parties agree that a traffic study shall not be required for the Apartment Complex.

(SIGNATURES APPEAR ON FOLLOWING PAGE)

IN WITNESS WHEREOF, and intending to be legally bound, the undersigned parties have duly executed this Contract under seal on the dates indicated below beneath their respective signatures.

WITNESS:

PURCHASER:

STEVEN B. HORNE, on behalf of an entity
to be formed

By: _____ (Seal)
Steven B. Horne

Date: _____, 2020

ATTEST:

SELLER:

CITY OF ABERDEEN

By: _____ (Seal)
Patrick L. McGrady, Mayor

By: _____ (Seal)
Randy E. Robertson, City Manager

Date: _____, 2020

EFFECTIVE DATE: _____, 2020

EXHIBIT A

LEGAL DESCRIPTION

BEGINNING for the same at the intersection of the southwesterly side of North Parke Street with the northeasterly side of Franklin Street and running thence in a northeasterly direction along the said southeasterly side of North Parke Street 150 feet; thence at right angles in a southeasterly direction, bounding the lands of Jon Harlan Livezey 50 feet; thence in a southwesterly direction parallel with North Parke Street 150 feet to the northeasterly side of Franklin Street thence binding the same in a northwesterly direction 50 feet to the beginning containing 7,500 square feet of land, more or less.

The improvements thereon being known as **19 Franklin Street, Aberdeen Maryland 21001.**

Being a part of Lot No. 15 of Block 25 of the Lands of Aberdeen Land and Improvement Company as shown on a plat recorded in the Land Records of Harford County, Maryland in Plat Book 4, folio 12.

The Southwesterly most 150 feet of Lot No. 16 in Block 25 as shown on a plat of "The Lands of Aberdeen Land and Improvement Company", as recorded in the Land Records of Harford County, Maryland in Liber SWF No. 88, Folio 499 (subsequently also recorded in Plat Book GCB No. 4 at page 12).

The improvements thereon being known as **15 Franklin Street, Aberdeen Maryland 21001.**

BEGINNING for the same on the northerly side of Franklin Street, at a point distant 112 feet six (6) inches northwesterly from northwest corner of Franklin Street and Beach Alley as laid down on a plat of "The Lands of Aberdeen Land and Improvement Company"; thence northwesterly binding on Franklin Street 50 feet with a like width in the rear and even depth throughout of 140 feet, the rear boundary being 80 feet from the center line of Locust Alley; being a part of Lot 17 in Block No. 25, as designated on said plat of "The Aberdeen Land and Improvement Company", as recorded in the Land Records of Harford County, Maryland in Plat Book 2, folio 21.

The improvements thereon being known as **11 Franklin Street, Aberdeen Maryland 21001.**

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EXHIBIT B

(Expression of Interest, EOI No. 19 – 002, CONCEPT 1)

CONCEPT 1

