

BERLIN, MARYLAND
MAYOR AND COUNCIL MEETING
MONDAY OCTOBER 26, 2015

COUNCIL CHAMBERS – BERLIN TOWN HALL
10 WILLIAM STREET
BERLIN, MD 21811

EXECUTIVE SESSION.....6:00 PM

REGULAR SESSION7:00 PM

Anyone having questions about the meetings mentioned above or needing special accommodations should contact Laura Allen, Town Administrator at (410) 641-4144. Written materials in alternate formats for persons with disabilities are made available upon request.

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**BERLIN MAYOR AND COUNCIL
MEETING AGENDA
Monday, October 26, 2015**

6:00 PM EXECUTIVE SESSION – BERLIN TOWN HALL

- a. Pursuant to Section §3-305(b)(1) to discuss the appointment, employment, assignment, promotion, discipline, demotion, compensation, removal resignation, or performance evaluation of appointees, employees, or officials over who this public body has jurisdiction, or any other personnel matter that affects one or more specific individuals.
- b. Pursuant to Section §3-305(b)(3) to consider the acquisition of real property for a public purpose and matters directly related thereto.
- c. Pursuant to Section §3-305(b)(7) to consult with counsel to obtain legal advice on a legal matter.

7:00 PM REGULAR SESSION – Berlin Town Hall Council Chambers

1. Approval of the Minutes for:
 - a. Executive Session of 10/13/15
 - b. Statement of Closure 10/13/5
 - c. Regular Session of 10/13/15
2. Edible Forest – Assateague Coastal Trust – Dorothy Baker
3. Introduction of revised Ordinance 2015-06 Text Amendment to the Town Zoning Ordinance Section 108-715(2)a. Public hearing to be held November 9, 2015
4. Introduction of Ordinance 2015-07 to authorize Town to issue and sell general obligation bonds to purchase property – Finance Director – Natalie Saleh
5. Agreement to Sell and Purchase Real Estate, Oxford Chase Development, Inc.
Town Attorney – David Gaskill
6. Departmental Reports
 - a. Finance – Natalie Saleh
 - b. Water Resources/Public Works – Jane Kreiter
 - c. Administrative Services Director – Mary Bohlen
 - d. Electric – Tim Lawrence
 - e. Police – Arnold Downing
 - f. Planning – Dave Engelhart
 - g. Managing Director – Jeff Fleetwood
 - h. Economic and Community Development – Ivy Wells

7. Town Administrator's Report
8. Comments from the Mayor
9. Comments from the Council
10. Comments from the Public
11. Comments from the Press
12. Adjournment



BERLIN MAYOR AND COUNCIL
Meeting Minutes
Tuesday, October 13, 2015

6:00 PM EXECUTIVE SESSION – BERLIN TOWN HALL

- a. Pursuant to Section §3-305(b)(8) of the Annotated Code of the State of Maryland, to consult with staff, consultants, or other individuals about pending or potential litigation.
- b. Pursuant to Section §3-305(b)(3) of the Annotated Code of the State of Maryland, to consider the acquisition of real property for a public purpose and matters directly related thereto.
- c. Pursuant to Section §3-305(b)(7) of the Annotated Code of the State of Maryland, to consult with counsel to obtain legal advice on a legal matter.
- d. Pursuant to Section §3-305(b)(1) to discuss the appointment, employment, assignment, promotion, discipline, demotion, compensation, removal resignation, or performance evaluation of appointees, employees, or officials over who this public body has jurisdiction, or any other personnel matter that affects one or more specific individuals.

Present: Mayor Gee Williams, and Councilmembers Thom Gulyas, Lisa Hall, Elroy Brittingham, Dean Burrell, and Troy Purnell.

Staff present: Town Administrator Laura Allen, Managing Director Jeff Fleetwood, Finance Director Natalie Saleh, Administrative Director Mary Bohlen, Public Works and Water Resources Director Jane Kreiter, Planning Director Dave Engelhart, Utilities Director Tim Lawrence, Chief of Police Arnold Downing.

7:00 PM REGULAR SESSION – Berlin Town Hall Council Chambers

1. Approval of the Minutes for:
 - a. Regular Session of 9/28/15After three small corrections (grammar and name correction) On the motion of Councilmember Gulyas the Regular Session minutes of September 28, 2015 were approved by the following vote:

Name	Counted toward Quorum			Present but recused	Absent
	Aye	No	Abstain		
Elroy Brittingham, VP	X				
Dean Burrell	X				
Lisa Hall	X				
Troy Purnell	X				
Thom Gulyas	X				
<i>Voting Tally</i>	5	0			

2. Review and approval of Visitors Center Mural

a. Berlin Arts and Entertainment Committee, Heather Layton, Robin Tomaselli, Anna Mullis, Stephanie Fowler, Patty Gregorio and mural artist John Donato presented the idea and concept of a wall mural in Berlin. Currently, the only permanent public art on display is at Stephen Decatur Park. The new proposed location is on the North side of the Visitor's Center at 14 South Main Street. In addition to being a positive addition to the community, public art on display is also a requirement of the Arts and Entertainment designation that Berlin currently holds. This is community collaboration and will be clearly visible. The wall on the North side of the Visitor's Center is naturally divided into five panels. The first panel has been paid for by a private donor, it is believed that this will pave the way for fund raising for the remaining four panels. The panels will be painted, then mounted and attached to the brick wall. The first panel to be painted will be done by Buckingham Elementary students. Currently the third and fourth grades are working on the history of Berlin. It is planned that the panels will be a living project outlining the history, seasons and events in Berlin. Mural artist John Donato stated that a similar project was done at Most Blessed Sacrament in Ocean Pines and it was a huge success. This level of community activity becomes a project of ownership and pride. Hopefully the unveiling will be in March 2016, which is Student Art Month. It was agreed that this would help pull Main Street visitors in that direction. Councilmember Hall shared pictures of a similar project in Annapolis. Councilmember Burrell believes this is a brilliant concept. Mayor Williams met previously with the Arts Committee with the hopes that this will have an economic impact by bringing more business and visitors to the outskirts of Main Street. This living project will take art to a new experience and solidify different efforts.

b. Resolution 2015-14 – Public Mural – Ivy Wells

After the presentation regarding the art mural, the Council was able to make a motion to approve Resolution 2015-14 a non-matching grant of \$2,500 to help assist with mural project at 14 South Main Street.

On the motion of Councilmember Hall Resolution 2015-14 was approved by the following vote:

Name	Counted toward Quorum			Present but recused	Absent
	Aye	No	Abstain		
Elroy Brittingham, VP	X				
Dean Burrell	X				
Lisa Hall	X				
Troy Purnell	X				
Thom Gulyas	X				
<i>Voting Tally</i>	5	0			

3. Resolution 2015-15 – Berlin brochure and business map – Ivy Wells

This is a \$7,500 technical assistance grant to redesign the merchant map and incorporate a walking tour map into the same document. Councilmember Gulyas asked what businesses would be included on this map. This is a shopping map so it will include downtown merchants and a few historic points. According to Ms. Wells it will be a historic walking map as well.

On the motion of Councilmember Gulyas Resolution 2015-15 was approved by the following vote:

Name	Counted toward Quorum			Present but recused	Absent
	Aye	No	Abstain		
Elroy Brittingham, VP	X				
Dean Burrell	X				
Lisa Hall	X				
Troy Purnell	X				
Thom Gulyas	X				
<i>Voting Tally</i>	5	0			

4. Public Hearing – Ordinance 2015-07, Amending Chapter 102, Section 8.3 of the Floodplain Management Code.

At 7:35pm, the public hearing was called to order by the Mayor, having asked if any interested or affected parties are on hand for comment. Hearing none, the public hearing closed at 7:37pm.

On the motion of Councilmember Burrell, Ordinance 2015-07, Amending Chapter 102, Section 8.3 of the Floodplain Management Code, was approved by the following vote:

Name	Counted toward Quorum			Present but recused	Absent
	Aye	No	Abstain		
Elroy Brittingham, VP	X				
Dean Burrell	X				
Lisa Hall	X				
Troy Purnell	X				
Thom Gulyas	X				
<i>Voting Tally</i>	5	0			

5. Departmental Reports

a. Finance – Natalie Saleh

The Department continues to work with Tyler Technologies to proof the training schedule to make sure there are no major dates that cross with the Town of Berlin. Ms. Saleh noted that the new purchasing policy was in effect as of September 29, 2015. The Council has been provided electronically with a report that gives the basics of Vendor name, number, check amount and account charged all for the prior week. Ms. Saleh is asking that Councilmembers review the report and make sure the format is readable for each member. Once a month in the Council packet there will be a check register for prior month. Councilmember Burrell did inquire about vehicle fuel; it is by card by vehicle. Diesel fuel is for more than one car, because generators and equipment can be filled. On October 23, Ms. Saleh and Fiscal Specialist Shirley White will be attending a GFOA conference in Maryland.

b. Water Resources/Public Works – Jane Kreiter

All easements for Branch Street have been obtained from residents. Start and finish of this project are all weather dependent. Completion of this project at the very latest will be early Spring. Councilmember Brittingham confirmed that this area does already have a rolled curb, which is one less step that will have to be completed. Ms. Kreiter reported that during Hurricane Joaquin the Town fared well: the extent of the damage was a few downed trees in Stephen Decatur Park.

c. Electric – Tim Lawrence

The Electric Department spent a portion of the week getting ready for the storm. 19 Jefferson Street is being prepared for a building addition. In the upcoming weeks, there will be a MDE inspection. Three new homes have applied for electricity. The asphalt project has been started at Schoolfield Street.

d. Police – Arnold Downing

The Berlin Police Department has been preparing for the weather event. Chief Downing noted that the weekend of cruisers, the people stayed in Town longer than usual. Homecoming at Stephen Decatur High School was held with no incidents. Recent events have resulted in lots of positive press and interviews with staff. Mayor Williams passed on his thanks for hard work and professionalism.

e. Planning – Dave Engelhart

There have been two new building applications this week. The trend in building permits tends to be toward existing lots. This makes eleven year-to- date, not including Cannery Village. The Historic Commission is working on a glass replacement project. The Planning Commission meets this week and will go over

the text amendment that was dismissed at last Council Meeting. The item will be discussed and advertised if necessary.

f. Managing Director – Jeff Fleetwood

Last week Beacon Electric was at the Visitor's Center to install electric for the HVAC system. The completion timeline for this project is October 26-28th. At the MML Convention on October 22, 2015 at 2:30p.m. The Sustainable Maryland award will be presented to the Town of Berlin. On October 30, 2015, Mr. Fleetwood will be in Annapolis at a LGIT conference.

g. Economic and Community Development– Ivy Wells

Reminder, this Saturday 10/17/15 is Oktoberfest. This year will also feature an Assateague Island Coastal Trust fundraiser; the "Born to be Wild Hobby Horse Race". They will supply the hobbyhorses. The annual fall sidewalk sale is happening this weekend as well. There will be live music and activities for everyone, with lots of new children's activities. The Casino is providing a shuttle from BIS to the downtown area. Ms. Wells was happy to report that Berlin Organics has renewed their business license. The Coffee House's Maryland pop-up shop is coming along nicely, and at this point is the only one in Maryland.

6. Town Administrator's Report

Ms. Allen thanked Department Directors and their staff for hurricane preparations. Having just returned from an ICMA conference, Ms. Allen thanked Council for the opportunity to attend the conference and learned several different things including some solar information that she would be sharing soon with the council. A cellular company is proposing a twenty-five year lease on our water tower; Ms. Allen is currently collecting fair market data. The walk with Councilmember Brittingham is scheduled for October 20th at 6 pm.

7. Comments from the Mayor

The Mayor took the time to say that there are so many good things going on in Berlin, that it is indicative of, and good to have lots of community involvement.

8. Comments from the Council

Gulyas – Councilmember Gulyas encouraged Chief Downing to keep up the hard work and great lines of communication with citizen input.

Hall– Councilmember Hall shared that in past years Washington Street had been blocked off for safety while children are trick or treating from 5 pm – 7 pm. Mayor Williams suggested perhaps a notification goes out alerting the public to trick or treating times and road closure. Chief Downing will try to get some extra support from other agencies during this time.

Brittingham- Councilmember Brittingham has noticed that children are still being dropped off in the bus lane instead of parents waiting in line for traffic at Berlin Intermediate School. He asked that the Police Department have some extra patrols present there until parents drop children off in the correct lane.

Burrell- No comment

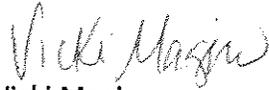
Purnell – No comment

9. **Comments from the Public** – No comment

10. **Comments from the Press** – No comment

11. On the motion of Councilmember Burrell, the meeting was adjourned to Executive Session at 8:05 pm.

Minutes respectfully submitted,

A handwritten signature in cursive script that reads "Vicki Magin".

Vicki Magin

Administrative Assistant

Edible Forest

Assateague Coastal Trust

Dorothy Baker



MEMO

TO: Mayor and Council

FROM: Parks Commission

VIA: Mary Bohlen, liaison to the Parks Commission *MB*

MEETING DATE: October 26, 2015

SUBJECT: ACT Edible Forest Project, Stephen Decatur Park

RECOMMENDATION

Parks Commission and Staff recommends that the Town Council approve the Edible Forest Project Proposal

SUMMARY

The proposed project was presented to the Parks Commission at their Regular Meeting on Tuesday, September 1, 2015 by Assateague Coastal Trust staff and volunteers. An Edible Forest involves the development of a piece of land for plantings of fruit-bearing or other edible trees, shrubs, etc. Town staff has met with project staff and volunteers on-site to discuss the project. ACT will be working with middle school students in the development and care of the project area.

FISCAL IMPACT

The project may require some Town resources, particularly from Public Works and/or Water Resources.



Mayor & Council of Berlin

10 William Street, Berlin, Maryland 21811

Phone 410-641-2770 Fax 410-641-2316

www.berlinmd.gov



Mayor and Town Council

October 19, 2015

Town of Berlin, MD

10 William Street

Berlin, MD 21811

Mayor and Town Council,

At the meeting of October 14, 2015 the Berlin Planning Commission passed a motion to recommend to the Mayor and Council a Text Amendment to the Town Zoning Ordinance Section 108-715(2) a. by repealing it and replacing it with the following:

"a. Multi-family buildings shall consist of a group of not more than 12 dwelling units unless the Planning Commission finds that an improved development plan can be achieved and that public necessity, convenience, general welfare and good zoning practice will be better served, in which case, the Planning Commission may allow a multi-family building to consist of up to, but not to exceed, 36 units as determined on a case by case basis.

Sincerely,

Christopher Denny

Chairman

Berlin Planning Commission

ORDINANCE NO. 2015-06

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE TOWN OF BERLIN, MARYLAND, A MUNICIPAL CORPORATION, AMENDING CHAPTER 108 "ZONING", SECTION 108 -715, ITEM (2), SUBITEM (a), "MULTIFAMILY BUILDINGS".

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF BERLIN THAT CHAPTER 108, SECTION 108-715(2) a. BE AMENDED AS FOLLOWS:

~~108-715 (2) a. Multifamily buildings shall consist of a group of not more than 12 dwelling units.~~

108-715 (2) a. Multifamily buildings shall consist of a group of not more than 12 dwelling units unless the Planning Commission finds that an improved development plan can be achieved and that public necessity, convenience, general welfare and good zoning practice will be better served, in which case, the Planning Commission may allow a multifamily building to consist of up to, but not to exceed, 36 units as determined on a case by case basis.

THIS ORDINANCE was introduced and read at a meeting of the Town Council on the _____ day of _____ 2015, and thereafter a statement of the substance of the Ordinance was published as required by law.

A PUBLIC HEARING was held and this ordinance was adopted this ____ day of _____, 2015, by the Mayor and Council of the Town of Berlin, Maryland, by affirmative vote of _____ for to _____ opposed, with _____ abstaining.

Elroy Brittingham, Vice President

This Ordinance was approved this _____ day of _____, 2015 by the Mayor of the Town of Berlin and was therefore effective twenty (20) calendar days later on the ____ day of _____, 2015.

Wm. G. Williams III, Mayor

ATTEST:

Laura Allen, Town Administrator

ORDINANCE NO. 2015-07

AN ORDINANCE OF THE COUNCIL OF MAYOR AND COUNCIL OF BERLIN (THE "TOWN") TO AUTHORIZE AND EMPOWER THE TOWN TO ISSUE AND SELL FROM TIME TO TIME, UPON ITS FULL FAITH AND CREDIT, GENERAL OBLIGATION BONDS IN ONE OR MORE SERIES IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED THREE MILLION DOLLARS (\$3,000,000.00), THE PROCEEDS OF THE SALE THEREOF TO BE USED AND APPLIED FOR THE PUBLIC PURPOSE OF FINANCING, REIMBURSING OR REFINANCING COSTS OF ACQUIRING CERTAIN PROPERTY KNOWN GENERALLY AS THE FORMER TYSON PROPERTY, UNDERTAKING A FEASIBILITY STUDY AND ENVIRONMENTAL REMEDIATION ACTIVITIES WITH RESPECT TO SUCH PROPERTY, IMPLEMENTING USES ON SUCH PROPERTY, ACQUIRING NEARBY PROPERTIES, IF NECESSARY, TO FACILITATE THOSE USES, AND UNDERTAKING RELATED ACTIVITIES AND PAYING RELATED COSTS AS FURTHER DESCRIBED HEREIN; DETERMINING THAT THE BONDS OF EACH SERIES BE SOLD AT A PRIVATE NEGOTIATED SALE AND NOT AT A PUBLIC SALE UNLESS BY RESOLUTION THE COUNCIL PROVIDES FOR THE SOLICITATION OF COMPETITIVE BIDS AT PUBLIC SALE OF ANY SERIES OF THE BONDS; AUTHORIZING THE ADOPTION OF A RESOLUTION OR RESOLUTIONS OF THE COUNCIL TO DETERMINE, APPROVE OR PROVIDE FOR VARIOUS MATTERS RELATING TO THE AUTHORIZATION, SALE, SECURITY, ISSUANCE, DELIVERY, PAYMENT, PREPAYMENT OR REDEMPTION OF AND FOR EACH SERIES OF THE BONDS; AUTHORIZING AND EMPOWERING THE TOWN TO ISSUE AND SELL FROM TIME TO TIME ONE OR MORE SERIES OF GENERAL OBLIGATION BOND ANTICIPATION NOTES IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED THREE MILLION DOLLARS (\$3,000,000.00), PRIOR TO AND IN ANTICIPATION OF THE ISSUANCE OF ANY OF THE BONDS AUTHORIZED HEREBY IN ORDER TO FINANCE OR REIMBURSE PROJECT COSTS ON AN INTERIM BASIS; AUTHORIZING AND EMPOWERING THE TOWN TO ISSUE AND SELL FROM TIME TO TIME ONE OR MORE SERIES OF GENERAL OBLIGATION BONDS IN ORDER TO REFUND ANY OF THE BONDS ISSUED PURSUANT TO THE AUTHORITY OF THIS ORDINANCE (INCLUDING PAYING RELATED COSTS OF ISSUANCE AND INTEREST ON SUCH REFUNDING BONDS), PROVIDED THAT, THE AGGREGATE PRINCIPAL AMOUNT OF ANY SUCH SERIES OF REFUNDING BONDS SHALL NOT EXCEED ONE HUNDRED THIRTY PERCENT (130%) OF THE AGGREGATE PRINCIPAL AMOUNT OF THE BONDS REFUNDED THEREFROM; PROVIDING THAT ANY SUCH SERIES OF BOND ANTICIPATION NOTES OR REFUNDING BONDS SHALL BE SOLD AT PRIVATE SALE, UNLESS OTHERWISE DETERMINED BY THE COUNCIL BY RESOLUTION, AND AUTHORIZING THE COUNCIL TO DETERMINE CERTAIN MATTERS RELATING TO ANY SUCH SERIES OF BOND ANTICIPATION NOTES OR REFUNDING BONDS BY RESOLUTION; PROVIDING FOR THE LEVY AND COLLECTION OF AD VALOREM TAXES SUFFICIENT FOR, AND PLEDGING THE FULL FAITH AND CREDIT AND UNLIMITED TAXING POWER OF THE TOWN TO, THE PROMPT PAYMENT OF THE PRINCIPAL OF AND INTEREST ON EACH SERIES OF THE BONDS, BOND ANTICIPATION NOTES AND REFUNDING BONDS ISSUED PURSUANT TO THE AUTHORITY OF THIS ORDINANCE (THE "OBLIGATIONS"); PROVIDING THAT THE PRINCIPAL OF AND INTEREST ON EACH SERIES OF THE OBLIGATIONS ALSO MAY

BE PAID FROM ANY OTHER SOURCES OF REVENUE LAWFULLY AVAILABLE TO THE TOWN FOR SUCH PURPOSE; PROVIDING THAT CERTAIN OFFICIALS MAY TAKE CERTAIN ACTIONS ON BEHALF OF THE TOWN IN THE EVENT OF A REISSUANCE OF ANY OF THE OBLIGATIONS AUTHORIZED HEREBY; PROVIDING THAT ANY OF THE OBLIGATIONS AUTHORIZED HEREBY MAY BE CONSOLIDATED WITH ANY BONDS, BOND ANTICIPATION NOTES AND/OR REFUNDING BONDS AUTHORIZED BY THE COUNCIL AND ISSUED AS A SINGLE SERIES OF BONDS, BOND ANTICIPATION NOTES AND/OR REFUNDING BONDS; AUTHORIZING AND DIRECTING APPROPRIATE OFFICIALS AND EMPLOYEES OF THE TOWN TO TAKE ANY AND ALL ACTION NECESSARY TO COMPLETE AND CLOSE THE SALE, ISSUANCE AND DELIVERY OF THE OBLIGATIONS AUTHORIZED HEREBY; PROVIDING FOR THE PUBLICATION OF THIS TITLE; PROVIDING THAT THE PROVISIONS OF THIS ORDINANCE SHALL BE LIBERALLY CONSTRUED; AND OTHERWISE GENERALLY RELATING TO THE ISSUANCE, SALE, DELIVERY AND PAYMENT OF AND FOR THE OBLIGATIONS AUTHORIZED HEREBY.

RECITALS

WHEREAS, Mayor and Council of Berlin, a municipal corporation of the State of Maryland and a municipality within the meaning of the Enabling Act identified below (the "Town"), is authorized and empowered by Sections 19-301 to 19-309, inclusive, of the Local Government Article of the Annotated Code of Maryland (previously codified as Sections 31 to 37, inclusive, of Article 23A of the Annotated Code of Maryland), as replaced, supplemented or amended (the "Enabling Act"), and Sections C7-19 and C7-19.1 of the Charter of the Town of Berlin, as replaced, supplemented or amended (the "Charter"), to borrow money for any proper public purpose and to evidence such borrowing by the issuance and sale of its general obligation bonds; and

WHEREAS, the Town has determined to undertake the acquisition of certain property known generally as the former Tyson property, consisting of 68.22 acres, more or less, to undertake a feasibility study with regard to the use of such property, to undertake certain environmental remediation activities with respect to such property, to implement uses on such property and to acquire nearby properties, if necessary, to facilitate those uses, together with, with respect to any of the foregoing properties, planning, design, engineering, development, construction, improvement, equipping and related expenses and activities, and in connection therewith, to borrow money to finance, reimburse or refinance all or a portion of the costs of any components of such undertakings, together with related financial, legal and equipping expenses and costs of issuance (collectively, the "Project"); and

WHEREAS, by this Ordinance, the Council of the Town (the "Council") desires to authorize the issuance and sale from time to time of one or more series of its general obligation bonds in order to finance, reimburse or refinance all or any portion of the costs of the Project; and

WHEREAS, the Town has determined that each series of the bonds authorized hereby shall be sold at a private negotiated sale and not at public sale, unless by resolution the Council provides for the sale of any series of the bonds by solicitation of competitive bids at a public sale; and

WHEREAS, prior to issuing any such series of the bonds authorized hereby, the Town may need to obtain interim financing in order to finance or reimburse Project costs on a timely basis through the issuance from time to time of general obligation bond anticipation notes in one or more series pursuant to the authority of Sections 19-211 to 19-223, inclusive, of the Local Government Article of the Annotated Code of Maryland (previously codified as Section 12 of Article 31 of the Annotated Code of Maryland), as replaced, supplemented or amended (the "Bond Anticipation Note Enabling Act"); and

WHEREAS, subsequent to the issuance of any series of bonds provided for herein, the Town may desire to currently refund or advance refund all or a portion of such series of bonds through the issuance from time to time of one or more series of its general obligation refunding bonds pursuant to the authority of Section 19-207 of the Local Government Article of the Annotated Code of Maryland (previously codified as Section 24 of Article 31 of the Annotated Code of Maryland), as replaced, supplemented or amended (the "Refunding Act"); and

WHEREAS, the Town has determined to pledge its full faith and credit and unlimited taxing power to the prompt payment of debt service on any bonds, bond anticipation notes or refunding bonds issued pursuant to authority of this Ordinance; and

WHEREAS, the Town shall issue any series of the bonds, bond anticipation notes or refunding bonds authorized hereby in accordance with the terms and conditions provided for in a resolution or resolutions to be adopted by the Council pursuant to this Ordinance.

SECTION 1. NOW, THEREFORE, BE IT ORDAINED AND ENACTED BY THE COUNCIL OF MAYOR AND COUNCIL OF BERLIN that:

(a) The Recitals to this Ordinance are deemed a substantive part of this Ordinance and incorporated by reference herein. Capitalized terms used in the Sections of this Ordinance that are not otherwise defined herein shall have the meanings given to such terms in the Recitals to this Ordinance.

(b) References in this Ordinance to any official by title shall be deemed to refer (i) to any official authorized under the Charter or other applicable law to act in such titled official's stead during the absence or disability of such titled official, (ii) to any person who has been elected, appointed or designated to fill such position in an acting capacity under the Charter or other applicable law, (iii) to any person who serves in a "Deputy", "Associate" or "Assistant" capacity as such an official, provided that the applicable responsibilities, rights or duties referred to herein have been delegated to such deputy, associate or assistant in accordance with applicable law or authority, and/or (iv) to the extent an identified official commonly uses another title not provided for in the Charter or the code of ordinances of the Town (the "Town Code"), the official, however known, who is charged under the Charter, the Town Code or other applicable law or authority with the applicable responsibilities, rights or duties referred to herein.

SECTION 2. BE IT FURTHER ORDAINED AND ENACTED that pursuant to the authority of the Enabling Act and the Charter, the Town hereby determines to borrow money and

incur indebtedness from time to time for the public purpose of financing, reimbursing or refinancing all or a portion of the costs of any components of the Project.

SECTION 3. BE IT FURTHER ORDAINED AND ENACTED that:

(a) To evidence the borrowing and indebtedness authorized in Section 2 of this Ordinance, the Town, acting pursuant to the authority of the Enabling Act and the Charter, is hereby authorized and empowered to issue and sell from time to time, in one or more series, upon its full faith and credit, its general obligation bonds in an aggregate principal amount not to exceed Three Million Dollars (\$3,000,000.00) (collectively, the "Bonds"). Any series of the Bonds may be issued as one or more general obligation bonds and any such bond may be issued in installment form and/or draw-down form.

(b) In the event the Town issues any series of the BANs identified in Section 7 of this Ordinance, proceeds of the Bonds of any series in anticipation of which such BANs were issued may also be applied to prepay or pay principal, premium and/or interest on such series of the BANs in accordance with the provisions of the Bond Anticipation Note Enabling Act, and such application shall be deemed the payment of costs of the Project for purposes of this Ordinance.

SECTION 4. BE IT FURTHER ORDAINED AND ENACTED that pursuant to the authority of the Enabling Act and the Charter, the Town hereby determines that it is in the public interest of the Town to sell each series of the Bonds at a private negotiated sale and not at public sale due to market conditions, the ability to time the market, and the ability to negotiate terms and to thereby achieve a beneficial interest rate or rates and other beneficial terms, and the lower costs of issuance typically associated with a private negotiated sale, unless the Resolution (as defined in Section 6 hereof) provides for the solicitation of competitive bids at public sale for any series of the Bonds.

SECTION 5. BE IT FURTHER ORDAINED AND ENACTED that the proceeds of the Bonds shall be used and applied by the Town exclusively and solely for the public purposes described in Section 2 of this Ordinance, unless a supplemental ordinance is enacted by the Council to provide for the use and application of such proceeds for some other proper public purpose authorized by the Enabling Act, the Charter or other applicable law.

SECTION 6. BE IT FURTHER ORDAINED AND ENACTED that pursuant to the authority of the Enabling Act, the Charter and this Ordinance, the Council, prior to the issuance, sale and delivery of each series of the Bonds, shall adopt a resolution or resolutions (in each such case and, collectively, the "Resolution") specifying, prescribing, determining, providing for or approving such matters, details, forms (including, without limitation, the complete forms of the Bonds of such series and the form of the bond purchase agreement or any similar agreement with the purchaser or purchasers of such series of the Bonds, if deemed necessary or desirable or, if such series of the Bonds are to be sold by public sale at competitive bid, the form of any notice of sale for such series of the Bonds), documents or procedures as may be required by the Enabling Act, the Charter or this Ordinance or as the Council may deem appropriate for the authorization, sale, security, issuance, delivery, payment, prepayment or redemption of or for such series of the Bonds. The Resolution shall set forth, determine or provide for the determination of, or approve or provide for the approval of, among other matters, as applicable, the designation of such series of the Bonds; the

date of issue of such series of the Bonds; the aggregate principal amount of such series of the Bonds; the denominations of such series of the Bonds; the maturity or maturities of such series of the Bonds; the principal installment or installments payable on such series of the Bonds or the method of determining such principal installments; the rate or rates of interest, or the method of determining the rate or rates of interest, payable on such series of the Bonds, which may be fixed or variable; provisions for the payment of late fees and/or additional interest or penalties payable on the Bonds of such series or adjustments to interest rates in appropriate circumstances; the purchase price for such series of the Bonds or the method of determining the purchase price; provisions relating to the prepayment or redemption of such series of the Bonds at the Town's option or by mandatory sinking fund payments; provisions allowing the registered owners of such series of the Bonds to put or cause the prepayment or redemption of the same at their option; provisions relating to the sale of such series of the Bonds at a private negotiated sale, unless the Resolution shall provide for the sale of the Bonds of such series by public sale and all matters in connection therewith, in which case the Resolution shall set forth the procedures for the sale of the Bonds of such series at public sale (including any advertising or bidding requirements) and the award of such series of the Bonds to the successful bidder, if appropriate; the limitations, if any, on the costs of the Project to which proceeds of such series of the Bonds may be applied; provisions for the appropriation, disposal and investment of proceeds of such series of the Bonds; provisions for the application of unexpended proceeds, any premium paid upon sale or investment earnings on proceeds of such series of the Bonds, which may include, without limitation, on costs of the Project or on debt service payable on such series of the Bonds, to the extent permitted by applicable law; the selection of any bond registrar, paying agent, investment bidding agent or other appropriate service providers in connection with such series of the Bonds; certifications, representations, determinations, designations or elections relating to the tax-exempt or taxable status of interest payable on such series of the Bonds; and all other terms and conditions pursuant to which such series of the Bonds will be issued, sold and delivered. Among other matters, the Council, pursuant to the Resolution, may authorize, approve or otherwise provide for (i) any commitment fee or similar fee and other costs (including, without limitation, other parties' legal costs) payable in connection with any series of the Bonds and any compensation payable to the purchaser or purchasers of such series of the Bonds in the event the Town fails to deliver such series of the Bonds, (ii) the obtaining of credit enhancement or liquidity support for any series of the Bonds (and the execution and delivery of any agreements or documents relating thereto), and (iii) any other agreements, documents, instruments or determinations necessary to enhance the marketability of or as security for any series of the Bonds, including (without limitation) any ratings, any official statement or similar disclosure document or any continuing disclosure undertaking required to satisfy the requirements of Securities and Exchange Commission Rule 15c2-12. References in this Section 6 to providing for determinations or approvals pursuant to the Resolution shall be construed to permit the Council to delegate to one or more officials the authority to make on behalf of the Town any of the determinations contemplated by this Section 6. Any Resolution may determine the matters identified in this Section 6 for more than one series of the Bonds.

SECTION 7. BE IT FURTHER ORDAINED AND ENACTED that:

(a) Pursuant to the authority of the Bond Anticipation Note Enabling Act and the Charter, the Town is hereby authorized and empowered to issue and sell, upon its full faith and credit, its general obligation bond anticipation notes in one or more series from time to time in an aggregate principal amount not to exceed Three Million Dollars (\$3,000,000.00) (collectively,

the "BANs"), prior to and in anticipation of the sale of any series of the Bonds, for the public purpose of financing or reimbursing costs of the Project on an interim basis, paying costs and expenses in connection with the issuance, sale and delivery of such BANs, and, to the extent determined by the Council in a subsequent resolution, paying capitalized interest on such BANs. Any such series of the BANs may consist of one or more notes and any such note may be issued in installment form and/or draw-down form. Prior to the issuance, sale and delivery of each series of the BANs, the Council shall adopt a resolution or resolutions pursuant to the authority of the Bond Anticipation Note Enabling Act, the Charter and this Ordinance authorizing such series of the BANs and specifying, prescribing, determining or providing for the determination of, providing for, or approving or providing for the approval of, with respect to such series of the BANs, the same types of matters, details, forms, documents or procedures and determinations specified to be made or addressed in Section 6 hereof with respect to each series of the Bonds, to the extent applicable with respect to such series of the BANs, and as otherwise may be authorized or required by applicable law. Unless the Council determines otherwise in a resolution providing for any series of the BANs, pursuant to the authority of the Bond Anticipation Note Enabling Act, each series of the BANs shall be sold by private negotiation due to the ability to time the market, negotiate terms and thereby achieve a beneficial interest rate or rates and other beneficial terms by undertaking a private sale, and the lower costs of issuance typically incurred with a negotiated sale.

(b) As authorized by the Bond Anticipation Note Enabling Act, by resolution the Council may provide for the renewal of any series of the BANs at maturity with or without resale, together with any amendments or modifications to such series of the BANs and any related documentation.

SECTION 8. BE IT FURTHER ORDAINED AND ENACTED that pursuant to the authority of the Enabling Act, the Refunding Act and the Charter, the Town is hereby authorized and empowered to issue and sell from time to time, upon its full faith and credit, one or more series of its general obligation bonds (collectively, the "Refunding Bonds") for the purpose of currently refunding or advance refunding any of the Bonds authorized hereby then outstanding, including paying all or any portion of the following: outstanding principal, any prepayment or redemption premium and interest accrued or to accrue to the date of prepayment, redemption, purchase or maturity of the Bonds to be refunded, paying costs and expenses in connection with the issuance, sale and delivery of such Refunding Bonds, and, to the extent determined by the Council by resolution, paying interest on such Refunding Bonds, for the public purpose of realizing savings to the Town in the total cost of debt service on a direct comparison or present value basis or in order to accomplish any debt restructuring that is permitted by applicable law; provided that, the aggregate principal amount of any such series of the Refunding Bonds shall not exceed one hundred thirty percent (130%) of the outstanding aggregate principal amount of the Bonds refunded therefrom. Any such series of the Refunding Bonds may consist of one or more general obligation refunding bonds and any such bond may be issued in installment form and/or draw-down form. Prior to the issuance, sale and delivery of each series of the Refunding Bonds, the Council shall adopt a resolution or resolutions authorizing such series of the Refunding Bonds and specifying, describing, determining or providing for the determination of, providing for, or approving or providing for the approval of, with respect to such series of the Refunding Bonds, the same types of matters, details, forms, documents, procedures and determinations specified to be made or addressed in Section 5 hereof with respect to each series of the Bonds, to the extent applicable to such series of the Refunding Bonds, and as otherwise

may be authorized or required by applicable law, including the purposes of the Refunding Act to be achieved by the issuance of such series of the Refunding Bonds. Unless the Council determines otherwise in a resolution providing for any series of the Refunding Bonds, pursuant to the authority of the Refunding Act, each series of the Refunding Bonds shall be sold at a private sale, without soliciting bids, due to the ability to time the market, negotiate terms and thereby serve the public interest by achieving a beneficial interest rate or rates and other beneficial terms by undertaking a private sale, and the lower costs of issuance typically incurred with a negotiated sale.

SECTION 9. BE IT FURTHER ORDAINED AND ENACTED that:

(a) For the purpose of paying the principal of and interest on each series of the Bonds, the BANs or the Refunding Bonds (each, a series of the "Obligations") when due, the Town shall levy or cause to be levied, for each and every fiscal year during which any such series of the Obligations may be outstanding, ad valorem taxes upon all real and tangible personal property within its corporate limits subject to assessment for unlimited municipal taxation in rate and amount sufficient to provide for the prompt payment, when due, of the principal of and interest on such series of the Obligations in each such fiscal year. If the proceeds from the taxes so levied in any such fiscal year are inadequate for such payment, additional taxes shall be levied in the succeeding fiscal year to make up such deficiency.

(b) The full faith and credit and unlimited taxing power of the Town are hereby irrevocably pledged to the prompt payment of the principal of and interest on each series of the Obligations as and when they become due and payable and to the levy and collection of the taxes hereinabove described as and when such taxes may become necessary in order to provide sufficient funds to meet the debt service requirements of such series of the Obligations. The Town hereby covenants and agrees with the registered owners, from time to time, of each series of the Obligations to levy and collect the taxes hereinabove described and to take any further lawful action that may be lawfully appropriate from time to time during the period that such series of the Obligations remains outstanding and unpaid to provide the funds necessary to pay promptly the principal thereof and the interest due thereon.

(c) The foregoing provisions shall not be construed so as to prohibit the Town from paying the principal of and interest on any series of the Obligations from the proceeds of the sale of any other obligations of the Town (including, without limitation, (i) with respect to the BANs from the proceeds of the Bonds authorized hereby and (ii) with respect to the Bonds, from the proceeds of the Refunding Bonds authorized hereby). Subject to any applicable limitations of Maryland law or the Internal Revenue Code of 1986, as amended, and the U.S. Treasury Regulations promulgated thereunder applicable to any series of the Obligations issued with the expectation that interest thereon shall be excludable from gross income of the holders thereof for federal income tax purposes, the Town may apply to the payment of the principal of or interest on any series of the Obligations any funds received by it from the State of Maryland or the United States of America, or any governmental agency or instrumentality, or from any other source, if such funds are granted or paid to the Town for the purpose of assisting the Town in the type of project which the Obligations of such series are issued to finance, reimburse or refinance or are otherwise available for such

purpose, and to the extent of any such funds received or receivable in any fiscal year, the taxes hereby required to be levied may be reduced proportionately.

SECTION 10. BE IT FURTHER ORDAINED AND ENACTED that by resolution, the Council may make any appropriate arrangements (including, without limitation, by authorizing one or more appropriate officials to make any elections, designations, determinations or filings on the Town's behalf) in the event the right of any registered owner of any Obligation to put or cause the prepayment or redemption of such Obligation at its option, or any change in the interest rate of an Obligation, or any other modification of an Obligation could lead to a reissuance of such Obligation for purposes of the Internal Revenue Code of 1986, as amended, and the U.S. Treasury Regulations promulgated thereunder.

SECTION 11. BE IT FURTHER ORDAINED AND ENACTED that by resolution, the Council may determine that any of the Bonds, the BANs or the Refunding Bonds authorized hereby may be consolidated with any bonds, bond anticipation notes and/or refunding bonds authorized by the Council and issued as a single series of bonds, bond anticipation notes and/or refunding bonds.

SECTION 12. BE IT FURTHER ORDAINED AND ENACTED that the Mayor, the Town Administrator, the Finance Director and all other appropriate officials and employees of the Town are hereby authorized and directed to take any and all action necessary to complete and close the sale, issuance and delivery of each series of the Bonds, the BANs or the Refunding Bonds and to negotiate, approve, execute and deliver all documents, certificates and instruments necessary or appropriate in connection therewith.

SECTION 13. BE IT FURTHER ORDAINED AND ENACTED that the provisions of this Ordinance shall be liberally construed in order to effectuate the transactions contemplated hereby.

SECTION 14. BE IT FURTHER ORDAINED AND ENACTED that the title of this Ordinance shall be published in accordance with the provisions of Section C3-10 of the Charter.

SECTION 15. BE IT FURTHER ORDAINED AND ENACTED that this Ordinance shall become effective at the expiration of twenty (20) calendar days following approval by the Mayor or passage by the Council over the Mayor's veto, subject to the provisions of Section C3-12 of the Charter.

[CONTINUED ON FOLLOWING PAGE]

INTRODUCED THIS _____ DAY OF _____, 2015.

PASSED _____ AS INTRODUCED _____ AS AMENDED [CHECK APPLICABLE LINE] BY THE COUNCIL OF BERLIN BY A VOTE OF _____ (YEAS), _____ (NOS), _____ (ABSTENTIONS) THIS _____ DAY OF _____, 2015.

LAURA ALLEN
TOWN ADMINISTRATOR

ELROY BRITTINGHAM, SR.
VICE PRESIDENT OF THE COUNCIL

APPROVED BY THE MAYOR THIS _____ DAY OF _____, 2015:

WM. GEE WILLIAMS, III
MAYOR

EFFECTIVE THIS _____ DAY OF _____, 2015.

OCT 9 '15 PM 4:13

STATE OF MARYLAND
 COUNTY OF WORCESTER

**AGREEMENT TO SELL AND PURCHASE
 REAL ESTATE**

THIS AGREEMENT TO SELL AND PURCHASE REAL ESTATE (the "AGREEMENT"), is made and entered into as of the date of the last execution hereof, which date is the ____ day of _____, 2015, by and between Mayor and Council of the Town of Berlin, Maryland, with offices at 10 Williams St., Berlin, Maryland 21811-1233 (hereinafter referred to as the "SELLER"), and Oxford Chase Development, Inc., a Maryland corporation having its principal office and place of business at 114 Front Street, Pocomoke, Maryland 21851, (hereinafter referred to as the "BUYER"), (Seller and Buyer being sometimes also hereinafter referred to individually as a "party" or collectively as the "parties").

W I T N E S S E T H:

WHEREAS, Seller has offered to sell and Buyer has agreed to purchase the Premises described hereinafter subject to the terms of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the sufficiency of which consideration is acknowledged by all parties hereto, IT IS HEREBY AGREED AS FOLLOWS:

(1) DESCRIPTION OF REAL PROPERTY. Seller agrees to sell and Buyer agrees to purchase the real property which consists of a tract of land and improvements containing up to 1.67 acres being part of a 2.87 acre parcel as identified as a Parcel with the office of Worcester County Treasury, State of Maryland as being located at 109 Decatur St., Berlin, Maryland and in Map 0301, Grid 0019, Parcel 1720 and further generally described on the attached Exhibit A which is incorporated herein by reference (the "Premises"). This description of the Premises is subject to a boundary survey to be provided hereunder and shall include any improvements and personal property currently located thereon and all and singular the rights, privileges, advantages, and appurtenances belonging or in anywise appertaining to the Premises, as well as all easements in or upon the Premises and all roads, alleys, waters, streets, or rights-of-way bounding the Premises (to the centerline thereof), and rights of ingress and egress thereto, as well as any and all utility capacity, if any (to the extent transferable), including, without limitation, water, drainage, and sanitary sewer, and other utility capacities and rights relating thereto, affecting or applicable to the Premises currently owned by Seller, as well as Seller's right, title and interest in and to all zoning and utility capacity applications, if any (and to the extent transferable), made to any governmental authority and all other inchoate rights affecting or applicable to the Premises (including, without limitation, any fees relating thereto and the benefits resulting therefrom) and one hundred percent

(100%) of the use and control of the surface of the Premises free and clear of the rights of the owners of any mineral interests or the lessees of any surface lease relating to the Premises.

(2) TIME FOR PERFORMANCE. Closing shall take place and the Seller shall convey the Premises to Buyer in accordance with the terms hereof fifteen (15) days following the earlier of:

(a) thirty (30) days following expiration of the Inspection Period described in Paragraph (5) hereinafter; or

(b) upon written notification by Buyer that all of the requirements and conditions set forth in Paragraphs (5) and (6) of this Agreement have been fulfilled to the full satisfaction and in the opinion of Buyer, unless this Agreement is terminated as otherwise herein provided (such date for Closing and performance being hereinafter sometimes referred to as the "Closing" or "Closing Date").

(3) PURCHASE PRICE. The purchase price for the Premises shall be determined by multiplying the square feet of land to be subdivided for Buyer's use multiplied by \$4.0742 per square foot. The final purchase price will be determined after a site plan is engineered and an area for the Decatur Street relocations is determined. The actual purchase price will be agreed to in Exhibit B (using the calculations herein) and signed by both the Buyer and the Seller. It is agreed that the square footage determined by a site plan developed by George E. Young III, P.C., Engineers and Surveyors, Pocomoke, Maryland will be used for the square foot calculation.

(4) INITIAL EARNEST MONEY DEPOSIT. Within 5 days following the execution of this Agreement, Buyer shall deposit with the offices of Coates, Coates & Coates, P.A., 204 W. Green St., Snow Hill, MD 21863 (the "Escrow Agent") as earnest money to bind this Agreement, the sum of Twenty Five Thousand and no/100 Dollars (\$25,000.00) in cash (the "Initial Deposit").

(5) FEASIBILITY PERIOD AND DUE DILIGENCE PERIOD. Buyer shall be under no obligation to purchase the Premises or otherwise perform under this Agreement unless Buyer determines the Premises to be, in all respects, suitable for its intended purposes and receives all applicable permits. The decision as to whether the Premises are suitable for its intended purposes shall be the sole decision of Buyer, determined in the absolute discretion of Buyer, with Buyer's decision being final and binding upon both parties. Buyer shall have up to 120 days from the completion and execution of the Agreement approval by the Town of Berlin as described in Section 31 herein, to obtain a lease agreement with Dollar General (the "Feasibility Period"). Seller shall reasonably cooperate and assist Buyer in the obtaining of all permits, assurances, and approvals from state, municipal, county and federal authorities necessary for Buyer to satisfy itself during the Feasibility Period of the suitability of the Premises; however said cooperation and assistance shall be at no cost to Seller.

Seller hereby grants to Buyer, its contractors, agents and employees, the right and license to go onto the Premises for the purpose of conducting surveys, tests, inspections, and evaluations and sampling which Buyer may require in its assessment and inspection of the Premises.

Upon the expiration of the Feasibility Period the Buyer will use Due Diligence for a period of 180 days following the expiration of the Feasibility Period ("Initial Due Diligence") to obtain all necessary

approvals including but not limited to governmental, municipal, legal, utility approvals ("Approvals") required for Buyer to use the Premises for Buyers intended use. In the event the Buyer cannot obtain all Approvals, the Buyer may terminate this Agreement and have no further liability. With the non-refundable deposit of \$25,000.00 per extension, the Buyer may extend the Due Diligence Period ("Extended Due Diligence Period") for up to two additional periods of One Hundred and Twenty (120) days with notice.

The Initial Deposit of \$25,000.00 shall be refunded to Buyer in the event Buyer elects to terminate this Agreement under the terms and conditions defined herein unless such termination is the result of a default by Buyer or Buyer's obligations hereunder; however. All Deposits shall be applied to the purchase price at Closing.

The Seller will process all applications for the approval and permits for the Buyers improvements in reasonable and timely manner so as to not unduly delay the Buyers development of the Dollar General. Buyer understands that the approval and issuance of all permits is subject to the submission of plans that are complete and approved by appropriate Town of Berlin Commissions.

(6) BUYER'S CONDITIONS TO CLOSING. Buyer shall be under no obligation to proceed to Closing hereunder unless the following shall occur prior to the expiration of the Inspection Period:

(a) Survey: Within 45 days following the expiration of the Feasibility Period, Buyer shall, at its cost, have prepared an on-the-ground, staked, boundary survey map of the Premises (herein referred to as the "Survey") in all ways acceptable to Buyer. The metes and bounds description of the Premises resulting from the Survey and Subdivision Plat, hereinafter described, if and as accepted by Buyer, shall upon such acceptance supersede and replace the description of the Premises set forth in Paragraph (1) hereof for all purposes hereunder and shall be the description of the Premises used in the general warranty deed and Owner Policy of Title Insurance to be obtained hereunder. Additionally, said metes and bounds description should appear on the survey plat and be incorporated therein.

(b) Title Insurance: The Escrow Agent shall deliver to Buyer at Closing an Owner's Policy of Title Insurance from the Escrow Agent, at Buyer's cost and expense, based upon a commitment for title insurance which has been found to be satisfactory to Buyer for the subject Premises ("Commitment"). Buyer shall order said Commitment within 120 days following the Effective Date. The Commitment shall identify the Premises and easements appurtenant thereto by the legal description(s) set forth on the Survey. The Commitment shall be accompanied by legible copies of all exceptions to title referred to therein. The Title Insurance Policy to be issued pursuant to the Commitment shall contain endorsements (unless prohibited by law) stating (i) all of the parcels comprising the Premises are contiguous (if the Premises is comprised of more than one parcel) and that the Premises is contiguous to any property containing easements appurtenants thereto, (ii) that the Premises has direct and valid, full and unrestricted access to the public street at the locations designated on the site plan provided by Buyer and (iii) such other endorsements as buyer may reasonably require (the "Endorsements"). If in Seller's possession, Seller hereby agrees to provide to the Title Company any abstracts of title covering the Premises and/or any other form of title evidence it may have obtained, including any attorney's title opinion or any owner's title insurance policy. Buyer's decision as to whether "satisfactory" title insurance can be

obtained shall be final and shall not be subject to question by Seller. Seller, at no cost to Seller, shall cooperate fully with Buyer in helping Buyer to eliminate such exceptions from Buyer's Commitment as Buyer may desire eliminated, and further, Seller shall cooperate fully with Buyer in order for all requirements of Closing outlined in Buyer's Commitment to be accomplished in all respects.

Buyer shall have a period of ten (10) days from receipt of the Title Commitment and Survey, in which to review such items and to deliver to Seller in writing such objections as Buyer may have to the Title Commitment, Survey, or the other documents referred to therein. Any matters in the Title Commitment, or the documents referred to therein to which Buyer does not object within the ten (10) day period shall be deemed approved by Buyer and shall constitute Permitted Exceptions (herein so called). In the event Buyer does timely object to the Title Commitment, or the documents referred to therein as hereinbefore provided, then and in such event, Seller shall have the right, but not the obligation, for a period of ten (10) days (the "Cure Period") following the receipt by Seller of Buyer's objections to attempt to cure such objections. In the event Seller fails or refuses to cure such objections within such Cure Period, then, and in such event, Buyer may either (i) undertake to cure such objections, (ii) waive such objections and proceed to close; or (iii) terminate this Agreement, whereupon, in the latter event, the Deposit shall be refunded and/or returned to Buyer by the Escrow Agent in accordance herewith and the parties hereto shall have no further rights or obligations hereunder except as may specifically survive under the express terms hereof. Buyer's election to cure or waive such objections or terminate this Agreement must be exercised within ten (10) business days following the expiration of the Cure Period, and Buyer's failure to exercise such election within the said ten (10) business day period shall be deemed a waiver of such objections by Buyer, in which event all such objections shall additionally be deemed "Permitted Exceptions".

Buyer may cause to be provided an updated Commitment. In the event any additional matters appear in the updated Title Commitment (which were created after the date of the original Commitment), which were not contained in the original Commitment and were not created by Buyer, such matters shall automatically be deemed to be unacceptable to Buyer and shall not constitute Permitted Exceptions and be deemed to have been objected to by Buyer as if such objections had been made during the above referenced period for Buyer's objections, unless Buyer expressly accepts in writing such additional matters.

Buyer reserves the right to terminate this Agreement and receive the return of the Deposit, at any time between the date of the Commitment and Closing ("Intervening Period") if during such Intervening Period there shall occur any change in title condition which, in Buyer's sole judgment, materially adversely affects the Property or Buyer's intended development and/or prospective use thereof, and were not created or consented to by Buyer in writing.

(c) Utilities: Buyer shall receive all permits and approvals (beyond any applicable appeal period) to extend all necessary utilities (including without limitation water and sewer lines) (the "Utilities") to the Premises according to standards and plans approved by Buyer.

(d) SWM System: Buyer shall construct and maintain a SWM system to Town of Berlin standards.

(e) Approvals and Permits: Buyer receives its unappealable Site Plan approval and unappealable building permit and all other permits and approvals necessary for Buyer to construct Buyers intended improvements on the Premises.

(7) DELAY IN OBTAINING PERMITS OR APPROVALS; FAILURE TO SATISFY CONDITIONS. Buyer shall promptly commence and use commercially reasonable efforts to obtain any and all governmental or quasi-governmental permits and approvals at its own expense. Seller shall reasonably cooperate with Buyer in this regard, and shall, if requested to do so, execute such applications or requests as may be necessary for the owner of the Premises to execute and to provide any information privy to, known to, or in possession of Seller which may be necessary or useful in completing applications or requests. If, while in compliance with the requirements of this Agreement, (a) Buyer shall experience delay in obtaining necessary permits or approval to use the Premises for Buyer's intended use, or (b) if any of the conditions set forth in paragraph (6) above are not satisfied during the Inspection Period, Buyer will be entitled to and may by written notice to Seller elect one of the following:

(i) to waive such permits and approvals and to close the transaction in accordance with the terms of this Agreement; or

(ii) to terminate this Agreement and to receive a complete refund of the Initial Deposit, together with all interest accrued thereon in accordance with the terms hereof, in which event neither Seller nor Buyer will have any further rights, duties or obligations under this Agreement, except as expressly provided herein

(8) SELLER'S CONDITIONS TO CLOSING. Seller shall not proceed to Closing and Buyer shall be in default under this Agreement, thereby forfeiting Buyer's deposit to Seller, in the event the following conditions are not met within the timeframes indicated herein:

(a) Buyer shall dismiss its appeal in Worcester County Circuit Court Case No. 23-C-15-0711AA with prejudice, within three (3) business days from the date of full execution and validity of this Agreement To Sell And Purchase Real Estate.

(b) Seller and Buyer shall cause a traffic study to be conducted by Davis, Bowen and Friedel to determine the traffic impacts of the proposed uses of Seller's entire 5.29 acre tract, which include a police station, community center and Dollar General retail store. Seller and Buyer shall split the cost of said traffic study equally. The traffic study shall be performed prior to the expiration of the Feasibility Period and Due Diligence Period referenced in Paragraph 5 herein.

(c) Buyer shall, as a condition of applying for and receiving any and all necessary zoning and building permits, agree to install, at Buyer's cost, underground stormwater drainage pipes from the Premises to Md. Route 376.

(d) Buyer shall, as a condition of applying for and receiving any and all necessary zoning and building permits, agree to install, at Buyer's cost, all sewer and water infrastructure on the Premises.

(e) Buyer shall, as a condition of applying for and receiving any and all necessary zoning and building permits, agree to install, at Buyer's cost, sidewalk, curb and gutter immediately adjacent to the Premises along Md. Route 376.

(f) Buyer shall, at Closing, execute a Deed of Dedication to the Maryland State Highway Administration and/or the Seller granting SHA or the Town sufficient property at the northwest corner of the Premises for a right of way to align Decatur Street with Flower Street and to create a parking area for recreational vehicles on the original roadbed of Decatur Street. Dedication will be in accordance with the location survey identified on the attached Exhibit C.

(9) ENVIRONMENTAL DISCLOSURE, REPRESENTATIONS, INVESTIGATION AND WARRANTIES.

(a) Seller Disclosures. Seller hereby represents to Buyer that Seller, to the best of his knowledge, has no knowledge of any Hazardous Materials or Release, as defined hereinafter, and of any underground structures or utilities which, to Seller's knowledge, are or may be present on the Premises and Seller has delivered to Buyer any documentation (for example, any title evidence, surveys, reports, studies, test results, engineering drawings, permits or tank registrations) Seller has within its possession or control regarding such conditions, structures or utilities. Seller has notified Buyer of any Release of which Seller has knowledge, as defined hereinafter, or change to any environmental information previously given by Seller to Buyer of which Seller has knowledge, Seller understands that Buyer needs this information in order to properly evaluate the Premises, to avoid damaging underground structures and utilities and to avoid causing, contributing to or exacerbating the Release of a Hazardous Substance in the course of its investigations.

(b) Buyer Indemnification. Buyer agrees to pay all of the costs and expenses associated with its investigation and testing and to repair and restore any damage to the Premises caused by Buyer's investigations or testing, at Buyer's expense. Buyer also agrees to indemnify and hold Seller harmless from all costs, expenses and liabilities arising out of Buyer's negligence or willful misconduct or that of its employees, agents, consultants or contractors in performing its evaluation of the Premises, except that Buyer shall have no responsibility to Seller and Seller hereby releases Buyer and agrees to indemnify and hold Buyer harmless from all costs, expenses and liabilities arising in connection with environmental conditions, Hazardous Materials Release or underground structures or utilities that were not disclosed to Buyer as provided in this paragraph.

Soil, rock, water, asbestos, and other samples taken from the Premises shall remain the property of Seller. At Seller's request and expense, Buyer will assist in making arrangements for the lawful disposal of any contaminated samples and related transportation of disposal fees, but only if Seller signs the manifest and any other documents required in connection with the disposal of contaminated samples. If Seller is not willing to sign the required documentation, Buyer's only obligation shall be to return the contaminated samples to Seller.

(c) Seller Environmental Representations and Warranties. Seller represents and warrants to Buyer that, except as disclosed and delivered to Buyer hereunder, and to the best of Seller's knowledge:

(i) The Premises are now free from contamination by Hazardous Materials, and the Premises and the activities conducted thereon as of the date hereof and on Closing do not pose any significant hazard to human health or the environment or violate any Environmental Laws (as defined in this Paragraph (8)(c)(v)). There is no evidence of Release of Hazardous Materials at the Premises.

(ii) There has been no generation, treatment or storage of any Hazardous Materials at the Premises nor any activity at the Premises which could have produced Hazardous Materials.

(iii) There are no surface impoundments, lagoons, waste piles, landfills, injection wells, underground storage areas, tanks, storage vessels, drums, containers or other man-made facilities at the Premises which may have accommodated Hazardous Materials at the Premises. The Seller has not stored, placed, buried or Released Hazardous Materials at the Premises, including the soil, surface water and ground water.

(iv) No inspection, audit, inquiry or other investigation has been or is being conducted by any Governmental Authority (as hereinafter defined in this Paragraph (8)(c)(v)) or other third person with respect to the presence or discharge of Hazardous Materials at the Premises or the quality of the air, or surface or subsurface conditions at the Premises except for the Phase I environmental audits performed on behalf of Seller or any Lender of Seller, copies of which will be delivered to Buyer pursuant to this Agreement. Seller has not received notice that any such inspection, audit, inquiry or investigation is pending or proposed. Neither Seller, nor to Seller's knowledge, any previous owner of the Premises has received any warning, notice, notice of violation, administrative complaint, judicial complaint or other formal or informal notice or request for information alleging that Hazardous Materials have been stored or Released at the Premises or that conditions at the Premises are in violation of any Environmental Laws or requesting information regarding the use, storage, release or potential Release of Hazardous Materials at the Premises.

(v) Definitions. For purposes of this Paragraph (8) and this Agreement: "Environmental Laws" shall mean any federal, state or local statute, regulation or ordinance or any judicial or administrative decree or decision, whether now existing or hereinafter enacted, promulgated or issued, with respect to any Hazardous Materials, drinking water, groundwater, wetlands, landfills, open dumps, storage tanks, underground storage tanks, solid waste, waste water, storm water runoff, waste emissions or wells. Without limiting the generality of the foregoing, the term shall encompass each of the following statutes, and regulations, orders, decrees, permits, licenses and deed restrictions now or hereafter promulgated thereunder, and amendments and successors to such statutes and regulations as may be enacted and promulgated from time to time: (i) the Comprehensive Environmental Response, Compensation and Liability Act (codified in scattered sections of 26 U.S.C., 33 U.S.C., 42 U.S.C. and 42

U.S.C. Section 9601 et seq.) ("CERCLA"); (ii) the Resource Conservation and Recovery Act (42 U.S.C. Section 6901 et seq.) ("RCRA"); (iii) the Hazardous Materials Transportation Act (49 U.S.C. Section 1801 et seq.); (iv) the Toxic Substances Control Act (15 U.S.C. Section 2061 et seq.); (v) the Clean Water Act (33 U.S.C. Section 1251 et seq.); (vi) the Clean Air Act (42 U.S.C. Section 7401 et seq.); (vii) the Safe Drinking Water Act (21 U.S.C. Section 349, 42 U.S.C. Section 201 and Section 300f et seq.); (viii) the National Environmental Policy Act (42 U.S.C. Section 4321 et seq.); (ix) the Superfund Amendments and Reauthorization Act of 1986(codified in scattered sections of 10 U.S.C., 29 U.S.C., 33 U.S.C. and 42 U.S.C.); (x) Title III of the Superfund Amendment and Reauthorization Act (40 U.S.C. Section 1101 et seq.); (xi) the Uranium Mill Tailings Radiation Control Act (42 U.S.C. Section 7901 et seq.); (xii) the Occupational Safety and Health Act (29 U.S.C. Section 655 et seq.); (xiii) the Federal Insecticide, Fungicide and Rodenticide Act (7 U.S.C. Section 136 et seq.); (xiv) the Noise Control Act (42 U.S.C. Section 4901 et seq.); and (xv) the Emergency Planning and Community Right to Know Act (42 U.S.C. Section 1100 et seq.).

"Hazardous Materials" means each and every element, compound, chemical mixture, contaminant, pollutant, material, waste or other substance which is defined, determined or identified as hazardous or toxic under any Environmental Law. Without limiting the generality of the foregoing, the term shall mean and include:

"Hazardous Substances" as defined in CERCLA, the Superfund Amendments and Reauthorization Act of 1986, or Title III of the Superfund Amendment and Reauthorization Act, each as amended, and regulations promulgated thereunder including, but not limited to, asbestos or any substance containing asbestos, polychlorinated biphenyls, any explosives, radioactive materials, chemicals known or suspected to cause cancer or reproductive toxicity, pollutants, effluents, contaminants, emissions, infectious wastes, any petroleum or petroleum-derived waste or product or related materials and any items defined as hazardous, special or toxic materials, substances or waste;

"Hazardous Waste" as defined in the Resource Conservation and Recovery Act of 1976, as amended, and regulations promulgated thereunder;

Materials as defined as "Hazardous Materials" in the Hazardous Materials Transportation Act, as amended, and regulations promulgated thereunder; and

"Chemical Substance or Mixture" as defined in the Toxic Substances Control Act, as amended, and regulations promulgated thereunder.

"Governmental Authorities" means the United States, the State of Delaware and any political subdivision thereof, and any and all agencies, departments, commissions, boards, bureaus, bodies, councils, offices, authorities, or instrumentality of any of them, of any nature whatsoever for any governmental unit (federal, state, county, district, municipal, city or otherwise) whether now or hereafter in existence.

"Release" shall mean any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, storing, escaping, leaching, dumping, discarding, burying, abandoning, or disposing into the environment.

(10) POSSESSION. Buyer shall be given sole and exclusive possession of the Premises at such time as a general warranty deed satisfactory to Buyer is delivered by Seller to Buyer conveying the Premises in fee simple to Buyer and Buyer pays the Purchase Price as described in Paragraph (3) of this Agreement at Closing.

(11) CLOSING. At Closing Seller shall deliver a general warranty deed acceptable to the Buyer, conveying the Premises to Buyer, to be prepared at Buyer's cost. On the Closing Date Seller agrees that it will convey or cause to be conveyed the Premises to Buyer by general warranty deed containing covenants of title satisfactory to Buyer, which covenants of title shall state that Seller is seized of the Premises in fee simple, and that Seller has bargained, sold and conveyed unto Buyer and its successors and/or assigns in title the Premises in fee simple. Title to the Premises conveyed on Closing Date shall be marketable and good of record. At the Closing, Seller shall convey marketable title to the Premises in fee simple by means of the general warranty deed or deeds, free and clear of any and all liens, mortgages, deeds of trust, security interests, covenants, conditions, restrictions, easements, rights-of-way, licenses, encroachments, judgments or encumbrances of any kind except:

- (i) the lien of real estate taxes not yet due and payable; and
- (ii) Permitted Exceptions.

In addition, on the Closing Date the Buyer shall pay all state or county transfer taxes, recordation taxes and documentary stamps, if any, occasioned by the conveyance of the Premises. All unpaid ad valorem taxes due and payable within the calendar year of the Closing shall be prorated between Seller and Buyer as of the Closing Date. Seller and Buyer agree that Buyer may extend any Closing Date established for up to an additional fifteen (15) days if necessary to complete all documentation and title examination necessary for Closing.

Both parties represent that they have not dealt with a Real Estate Broker in this transaction.

Further, if the sale of the Premises to Buyer constitutes or requires a subdivision of the Premises owned by Seller, Buyer shall pay all subdivision and platting expenses and obtain all necessary governmental approvals.

(12) ASSIGNMENT BY BUYER. This Agreement and the rights, duties, interests, and obligations of Buyer hereunder may be assigned by Buyer to a wholly subsidiary. If such assignment is made, then the sale of the Premises contemplated by this Agreement will be consummated in the name of any such assignee, and, after any such assignment, Seller will look solely to such assignee for the performance and discharge of all the obligations and liabilities of Buyer hereunder, the Buyer, in such event, being relieved of any obligation and liability hereunder.

(13) NOTICES. Any notices, requests or other communications required or permitted to be given hereunder shall be in writing and shall be delivered by a widely recognized national overnight courier service (subject to a written confirmation thereof) or mailed by United States registered or certified mail, return receipt requested, postage prepaid and addressed to each party at its address as set forth below:

To Seller: Mayor and Council of the Town of Berlin, Maryland
10 Williams Street
Berlin, MD 21811-1233
Attn: _____
Phone: _____

and to Buyer: John E Camp
Oxford Chase Development, Inc.
114 Front Street
Pocomoke, Maryland 21851
410-957-4005

Any such notice, request or other communication shall be considered given or delivered, as the case may be, on the date of overnight courier delivery or upon deposit in the United States mail as provided above. Rejection or other refusal to accept or inability to deliver because of changed address of which no notice was given shall be deemed to be receipt of the notice, request or other communication. By giving at least five (5) days prior written notice thereof, either party may from time to time at any time change its mailing address hereunder.

(14) DESTRUCTION, CONDEMNATION. In the event of any material damage to or destruction of the Premises or any material portion thereof or in the event of any taking or threat of taking by condemnation (or any conveyance in lieu thereof of the Premises or any portion thereof by anyone having the power of eminent domain), Buyer shall, by written notice to Seller delivered within fifteen (15) days of receiving written notice from Seller of such event, elect to: (i) terminate this Agreement and all of Buyer's obligations under this Agreement, whereupon the Deposit, , shall be returned to Buyer and this Agreement shall become null and void and no party shall have any right, duty or obligation under this Agreement, or (ii) consummate the purchase of the Premises.

Seller will not settle any condemnation or eminent domain claim or proceeding nor receive any award or payment in connection with a change in the grade of any street, road, highway or avenue in respect of or in connection with the Premises without obtaining Buyer's prior consent in each case.

(15) DEFAULT.

(a) Seller's Default. One of the purposes of this Agreement is to bind Seller to sell the Premises described in Paragraph (1). If the sale and purchase of the Premises contemplated by this Agreement is not consummated on account of Seller's default or failure to perform hereunder, the Deposit together with all interest earned thereon, shall be refunded to Buyer on notice by Buyer to the Escrow

Agent holding such Deposit, without prejudice to any other rights or remedies of Buyer hereunder, at law or in equity, which shall include that of specific performance.

(b) Buyer's Default. If the sale and purchase of the Premises contemplated by this Agreement is not consummated on account of Buyer's default hereunder, or the Buyer is otherwise in default of any of the terms or provisions of this Agreement, Seller shall be entitled, as its sole and exclusive remedy hereunder, to terminate this Agreement and receipt of the Deposit amount as full and complete liquidated damages for such default of Buyer, the parties hereto acknowledging that it is impossible to estimate more precisely the damages which might be suffered by Seller upon Buyer's default of this Agreement or any duty arising in connection or relating herewith. Seller's entitlement to and receipt of the Deposit is intended not as a penalty, but as full and complete liquidated damages. The right to retain such sums as full liquidated damages is Seller's sole and exclusive remedy in the event of default or failure to perform hereunder by Buyer, and Seller hereby waives and releases any right to (and hereby covenants that it shall not) sue Buyer as to any claims, injury or loss arising from or in connection with this Agreement: (i) for specific performance of this Agreement, or (ii) to recover actual damages in excess of such sums, unless such claim is the result of loss or damage to the Property from the Buyer's surveys, tests, inspections, evaluations or sampling during the Study Period or Due Diligence Period.

(16) EASEMENTS AND RIGHT-OF-WAYS. Seller covenants and agrees that during the term of this Agreement, it shall not grant or enter into any easements, rights-of-way, or other Agreements affecting the title to the Property without first obtaining the prior written consent of Buyer.

(17) WARRANTIES, REPRESENTATIONS AND COVENANTS TO SURVIVE CLOSING. The warranties, representations and covenants made by the parties shall survive the Closing contemplated by this Agreement and the Closing Date and shall continue in full force and effect without termination for a period of six (6) months following Closing, after which said warranties, representations and covenants shall terminate. Also, wherever in this Agreement Seller or Buyer shall have agreed or promised to perform certain acts or grant certain easements or other rights where the context of the Agreement would require such performance or grants to occur after the Closing, then those Agreements and covenants expressed herein shall survive Closing and continue to bind Seller and Buyer for a period of Six (6) months following Closing.

(18) SELLER'S WARRANTIES, REPRESENTATIONS AND COVENANTS. As an inducement to Buyer to enter into this Agreement and to purchase the Premises, Seller warrants, represents and covenants to Buyer, as follows:

(a) Authority. Seller (i) has the authority and power to enter into this Agreement and to consummate the transactions contemplated herein; and (ii) upon execution hereof will be legally obligated to Buyer in accordance with the terms and provisions of this Agreement.

(b) Title and Characteristics of Premises. Seller, as of the date of execution of this Agreement, is the owner of the Premises in fee and, to the best of Seller's knowledge, the Underlying

Seller has good and marketable title and, at Closing, Seller shall have the title status as described in Paragraphs (6) and (10) above.

(c) Conflicts. The execution and entry into this Agreement, the execution and delivery of the documents and instruments to be executed and delivered by Seller on the Closing Date, and the performance by Seller of Seller's duties and obligations under this Agreement and of all other acts necessary and appropriate for the full consummation of the purchase and sale of the Premises as contemplated herein, are consistent with and not in violation of, and will not create any adverse condition under, any contract, agreement or other instrument to which Seller is a party, or any judicial order or judgment of any nature by which Seller is bound. On the Closing Date all necessary and appropriate action will have been taken by Seller authorizing and approving the execution of and entry into this Agreement, the execution and delivery by Seller of the documents and instruments to be executed by Seller on the Closing Date, and the performance by Seller of Seller's duties and obligations under this Agreement and of all other acts necessary and appropriate for the consummation of the purchase and sale of the Premises as contemplated herein.

(d) Condemnation. Seller has received no notice of, nor is Seller aware of, any pending, threatened or contemplated action by any governmental authority or agency having the power of eminent domain, which might result in any part of the Premises being taken by condemnation or conveyed in lieu thereof.

(e) Litigation. There is no action, suit or proceeding pending or, to Seller's knowledge, threatened by or against or affecting Seller or, to the best of Seller's knowledge, the Underlying Seller or the Premises, which does or will involve or affect the Premises or title thereto.

(f) Assessments and Taxes. To the best of Seller's knowledge, no assessments have been made against any portion of the Premises which are unpaid (except ad valorem taxes for the current year), whether or not they have become liens, and Seller shall notify Buyer of any such assessments which are brought to Seller's attention after the execution of this Agreement. Seller will pay or cause to be paid promptly all city, state and county ad valorem taxes and similar taxes and assessments, all sewer and water charges and all other governmental charges levied or imposed upon or assessed against the Premises and due on or prior to the Closing Date.

(g) Boundaries. To the best of Seller's knowledge, (i) there is no dispute involving or concerning the location of the lines and corners of the Premises, and such lines and corners are clearly marked and (ii) there are no encroachments on the Premises.

(h) No Violations. To Seller's knowledge, there are no violations of state or federal laws, municipal or county ordinances, or other legal requirements with respect to the Premises. Seller has received no notice (oral or written) that any municipality or governmental or quasi-governmental authority has determined that there are such violations. In the event Seller receives notice of any such violations prior to the Closing affecting the Premises, Seller shall promptly notify Buyer thereof, and shall promptly

and diligently defend any prosecution thereof and take any and all necessary actions to eliminate said violations.

(i) Foreign Ownership. Seller is not a "foreign person" as that term is defined in the U. S. Internal Revenue Code of 1986, as amended, and the regulations promulgated pursuant thereto, and Buyer has no obligation under Section 1445 of the U. S. Internal Revenue Code of 1986, as amended, to withhold and pay over to the U. S. Internal Revenue Service any part of the "amount realized" by Seller in the transaction contemplated hereby (as such term is defined in the regulations issued under said Section 1445).

(j) Prior Options. No prior options or rights of first refusal have been granted by Seller to any third parties to purchase or lease any interest in the Premises, or any part thereof, which are effective as of the execution date.

(k) Mechanics and Materialmen. On the Closing Date, Seller will not be indebted to any contractor, laborer, mechanic, materialmen, architect or engineer for work, labor or services performed or rendered, or for materials supplied or furnished, in connection with the Premises for which any person could claim a lien against the Premises and shall not have done any work on the Premises within one hundred eighty (180) days prior to the Closing Date.

(19) WAIVER. The failure to enforce any particular provision of this Agreement on any particular occasion shall not be deemed a waiver by either party of any of its rights hereunder, nor shall it be deemed to be a waiver of subsequent or continuing breaches of that provision, unless such waiver be expressed in a writing signed by the party to be bound.

(20) DATE FOR PERFORMANCE. If the time period by which any right, option or election provided under this Agreement must be exercised, or by which any act required hereunder must be performed, or by which the Closing must be held, expires on a Saturday, Sunday or legal or bank holiday, then such time period will be automatically extended through the close of business on the next following business day.

(21) FURTHER ASSURANCES. The parties agree that they will each take such steps and execute such documents as may be reasonably required by the other party or parties to carry out the intent and purposes of this Agreement.

(22) SEVERABILITY. In the event any provision or portion of this Agreement is held by any court of competent jurisdiction to be invalid or unenforceable, such holding will not affect the remainder hereof, and the remaining provisions shall continue in full force and effect to the same extent as would have been the case had such invalid or unenforceable provision or portion never been a part hereof.

(23) CUMULATIVE REMEDIES. The rights, privileges and remedies granted by Seller to Buyer hereunder shall be deemed to be cumulative and may be exercised by Buyer at its discretion. In the event of any conflict or apparent conflict between any such rights, privileges or remedies, Seller expressly agrees that Buyer shall have the right to choose to enforce any or all such rights, privileges or remedies.

(24) AUTHORITY. Seller and Buyer hereby represent, covenant and warrant that all actions necessary by their respective Boards of Director, and shareholders and members will have been obtained and that they will have been specifically authorized to enter into this Agreement and that no additional action will be necessary by them in order to make this Agreement legally binding upon them in all respects. Buyer and Seller covenant to provide written evidence of compliance with this Paragraph (23) prior to or on the Closing Date.

(25) SUCCESSORS AND ASSIGNS. The designation Seller and Buyer as used herein shall include said parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine or neuter as required by context.

(26) ASSIGNMENT. Buyer shall have the right to assign its interest in this Agreement to a wholly owned subsidiary without the consent of Seller, provide the Buyer notifies the Seller of the Assignment and provides all information necessary that Seller may reasonably request on the Assignee. All earnest monies and/or other deposits paid by Buyer or Buyer's successors shall be credited towards Buyer's obligation to make such earnest money or deposit payments as if any such payment or payments were made by Buyer.

(27) ENTIRE AGREEMENT. This Agreement constitutes the entire Agreement between the parties and shall become a binding and enforceable Agreement among the parties hereto upon the full and complete execution and unconditional delivery of this Agreement by all parties hereto. No prior verbal or written Agreement shall survive the execution of this Agreement. In the event of an alteration of this Agreement, the alteration shall be in writing and shall be signed by all the parties in order for the same to be binding upon the parties.

(28) RELATIONSHIP OF THE PARTIES. Nothing contained herein shall be construed or interpreted as creating a partnership or joint venture between the parties. It is understood that the relationship is an arms length one that shall at all times be and remain that of Buyer and Seller.

(29) COUNTERPARTS. This Agreement may be executed in counterpart originals, each of which when duly executed and delivered shall be deemed an original and all of which when taken together shall constitute one instrument.

(30) EFFECTIVE DATE. This Agreement shall not be valid until the last date on which the parties hereto have executed and delivered this Agreement (the "Effective Date").

IN WITNESS WHEREOF, the parties hereto have executed this Agreement under seal to be effective as of the date first above written.

ATTEST

SELLER:

Town of Berlin, Maryland

By: _____

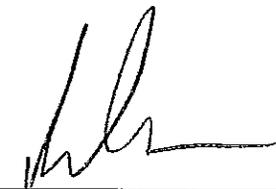
Name: _____

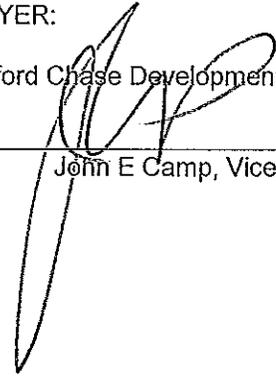
Its: _____

ATTEST:

BUYER:

Oxford Chase Development, Inc.

By:  _____

 _____

Name: Howard Cross

John E Camp, Vice President

EXHIBIT A

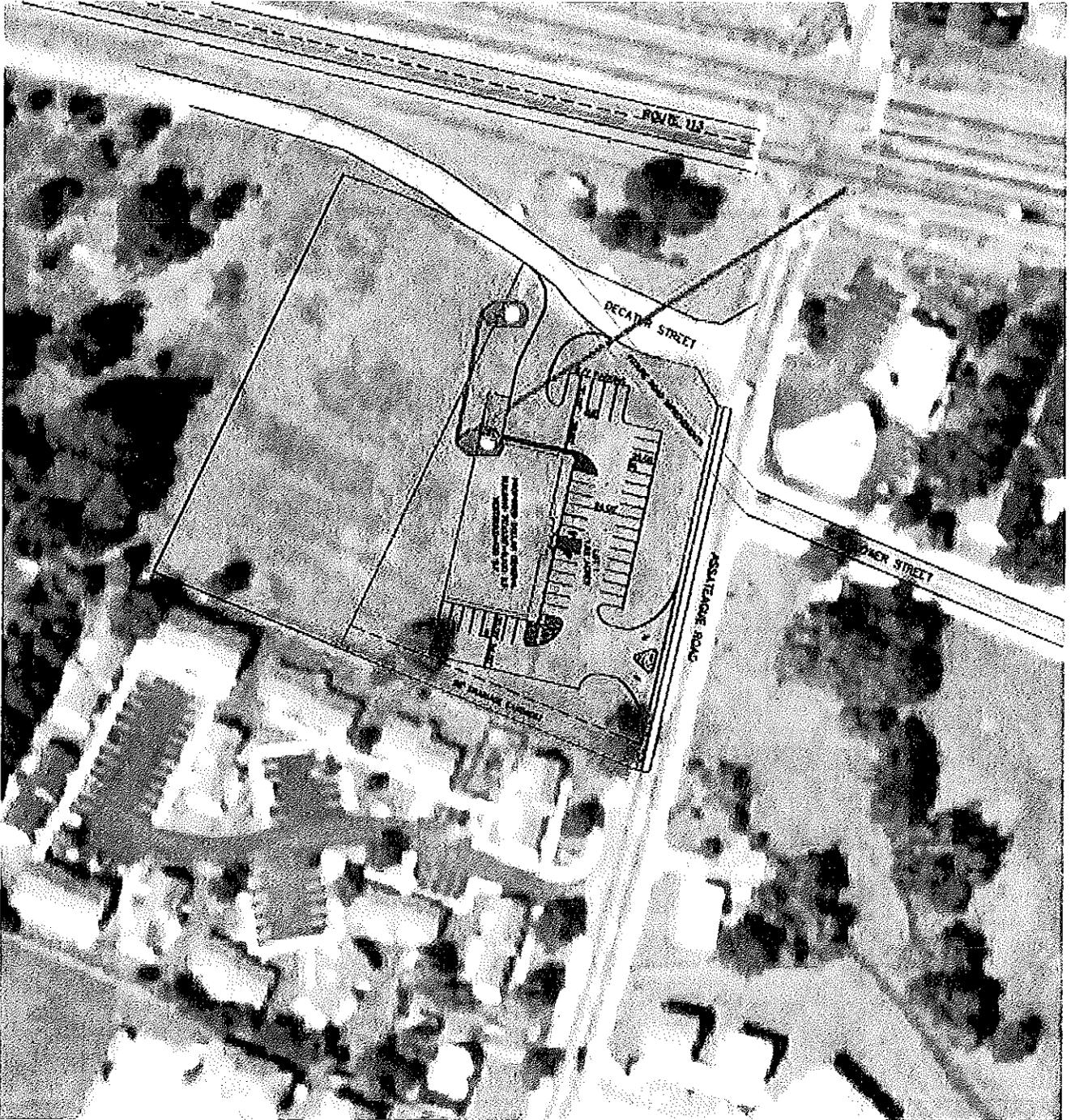


Exhibit B

Purchase Price Agreement and Acknowledgement

Total square feet of property purchased: _____
(times) Contract Price per square foot: \$4.0742 psf
Agreed upon Purchase Price: \$ _____

The Seller and the Buyer hereby agree and acknowledge that the Purchase Price for the Premises described in the contract between the Town of Berlin and Oxford Chase Development, Inc. dated _____, 2015 is:

_____ 00/100 (\$ _____ .00)

Town of Berlin, Maryland

Oxford Chase Development, Inc.

its: _____

its: _____

Date: _____

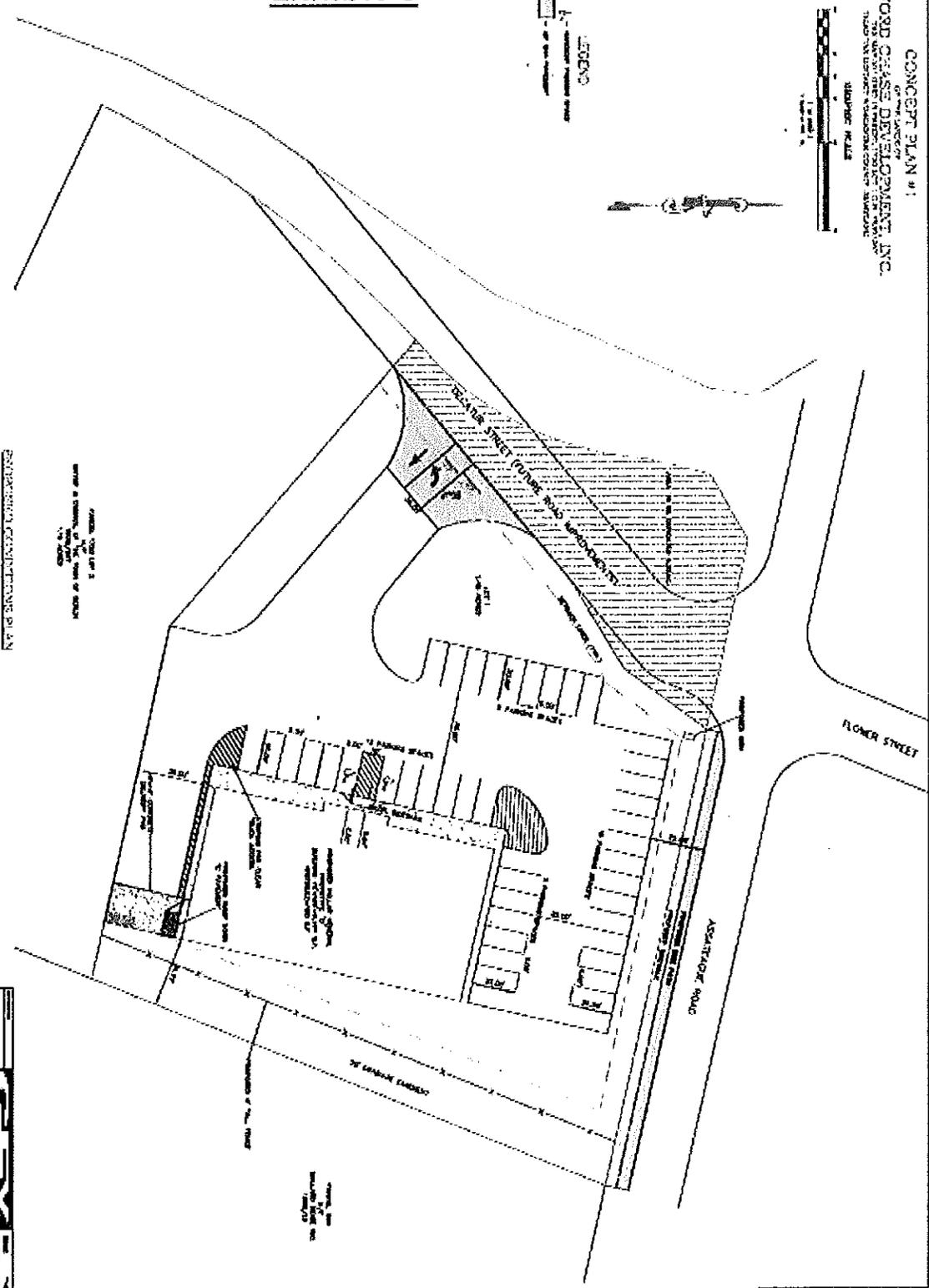
Date: _____

Exhibit C

CONCEPT PLAN #1
 OF THE PROJECT
ONFORD CLASSIC DEVELOPMENT, INC.
 1000 N. UNIVERSITY AVENUE, SUITE 1000, DENVER, CO 80202



LEGEND
 [Symbol] EXISTING
 [Symbol] PROPOSED

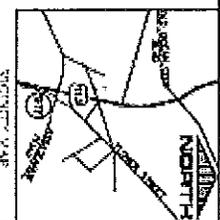


CONCEPT PLAN #1

CONCEPT PLAN #1
 1000 N. UNIVERSITY AVENUE, SUITE 1000, DENVER, CO 80202

CONCEPT PLAN #1
 1000 N. UNIVERSITY AVENUE, SUITE 1000, DENVER, CO 80202

NO. OF SHEETS	1
SHEET NO.	1
DATE	
PROJECT	ONFORD CLASSIC DEVELOPMENT, INC.
SCALE	AS SHOWN
DESIGNED BY	
CHECKED BY	
APPROVED BY	
DATE	



TOWN ADMINISTRATOR'S REPORT

October 23, 2015

Purchase Orders (numeric order)

201600761

\$28,913.50

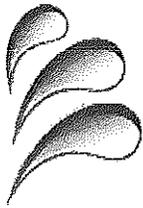
Electric Power

Power Plant testing required of the Town's Insurance Company

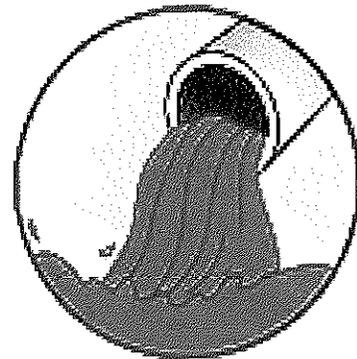
10-4220-4060

Hudson Branch Stormwater Improvements

Come hear about the Town of Berlin's
Flower Street Culvert Replacement Project



Neighborhood Meeting
November 4th 5:30pm-6:30pm
Berlin Multi-Purpose Building
130 Flower Street, Berlin, MD



For more information, please call
Water Resources and Public Works Director
Jane Kreiter at 410-641-3845

2015 SPECIAL COLLECTIONS SCHEDULE

These collections are for occupied residential properties only.

	Normal Trash Day	Special Collection Date
Christmas tree collection-Trees must be free of all decoration and at the curb by 7:00 AM.	Any	Wednesdays, January 7 & 14, 2015
Spring Yard Waste collection	Tuesday or Wednesday	Wednesday, April 8
	Thursday	Wednesday, April 22
Spring Bulk Trash collection	Tuesday or Wednesday	Wednesday, May 6
	Thursday	Wednesday, May 20
Fall Bulk Trash collection	Tuesdays or Wednesdays	Wednesday, November 4
	Thursdays	Wednesday, November 18
Fall Yard Waste Collection	Tuesdays or Wednesdays	Wednesday, December 2
	Thursdays	Wednesday, December 16
Christmas tree collection-Trees must be free of all decoration and at the curb by 7:00 AM.	Any	Wednesdays, January 6 & 13, 2016

SPECIAL COLLECTIONS – What you need to know.

Regular household garbage is not part of these collections. Collection is for residential properties only; commercial and industrial properties are not included. Vacant lots are also not included. Items must be at the curb by 6:00 AM; materials placed for pickup at any other time may not be collected.

BULK ITEM COLLECTION

DO:

Include items such as: Furniture - Toilets and Sinks – Carpet – Mattresses - Tables and Chairs – Refrigerators - Washers & Dryers - Small appliances – Televisions – Microwaves – Computer Components

Small items must be placed in a container at the curb and weigh no more than 100 lbs.

DON'T:

Include items such as: Hazardous Waste - Construction materials – Paint - Yard waste/brush - Propane tanks – Tires – Chemicals - Insecticides

YARD WASTE COLLECTION

DO:

Place leaves, grass clippings, pine needles and cones, and garden waste in a paper bag, plastic bag, or (maximum) 30 gallon container.

Cut brush into 4 ft. lengths and bundles no larger than 18 inches in diameter.

DON'T:

Mix in stones, rocks, metal, other inorganic matter, dirt, sod or other materials.

For more information about acceptable items for either collection, please call the Public Works Department at 410-641-4001 or email Public Works Superintendent Wendell Purnell at wpurnell@berlinmd.gov.