

COUNTY COUNCIL OF ANNE ARUNDEL COUNTY, MARYLAND

Legislative Session 2019, Legislative Day No. 36

Resolution No. 38-19

Introduced by Mr. Pruski, Chairman
(by request of the County Executive)

By the County Council, September 16, 2019

1 RESOLUTION approving the terms and conditions of the acquisition of real property
2 consisting of approximately 19.43 acres, more or less, known as “Quiet Waters Retreat”,
3 and more particularly described as County Tax Map 56, Parcel 87 (“Property”) from Julie
4 Scolnik Brower, Michael Caruthers, Marilyn Greenberg, The Trust under the Will of
5 George Revitz f/b/o Marilyn Greenberg, Nina Scolnik Jack, QT Waters LLC, Laura Revitz,
6 and Donna Scolnik (“Sellers”), utilizing funds from the Advance Land Acquisition Capital
7 Project

8
9 WHEREAS, § 8-3-101 of the County Code empowers the County Executive to
10 accept a dedication of real property on behalf of and in the name of Anne Arundel
11 County, Maryland (the “County”) for the purposes set forth in Articles 16 and 17
12 of the County Code or purchase real property by agreement or eminent domain if
13 an adequate appropriation has been made by the County Council; and

14
15 WHEREAS, § 8-3-101(d)(2) requires that each agreement for the purchase of real
16 property utilizing funds from the Advance Land Acquisition Capital Project,
17 Project No. C106700 (“Advance Land Acquisition Capital Project”) shall be
18 contingent upon approval of the purchase by resolution of the County Council; and

19
20 WHEREAS, § 8-3-101(d)(2) further provides that prior to approval of the purchase
21 by resolution, the County Council shall require an independent appraisal, an
22 environmental study, and a feasibility study for the Property; and

23
24 WHEREAS, the County’s independent real estate appraisal estimates the fair
25 market value of the Property to be an amount of Seven Million Eight Hundred Fifty
26 Thousand Dollars (\$7,850,000); and

27
28 WHEREAS, the County’s second independent appraisal estimates the fair market
29 value of the Property to be an amount of Seven Million Eight Hundred Thousand
30 Dollars (\$7,800,000); and

31
32 WHEREAS, the County is partnering with Chesapeake Conservancy, Inc., a
33 nonprofit organization with a conservation mission, and the United States Navy to
34 fund part of the acquisition cost of the Property and to conserve the unimproved
35 portions of the property and utilize the improved portions of the property as a
36 facility for nonprofit conservation organizations to use as office space to further
37 their conservation purposes; and

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

5 WHEREAS, the County Executive has determined that the Property is needed for
6 public use in that it will be used for conservation of natural resources and to further
7 the conservation purposes of nonprofit organizations engaged in conservation of
8 natural resources in Anne Arundel County, and that acquisition of the Property for
9 the sum of Seven Million Eight Hundred Twenty Five Thousand Dollars
10 (\$7,825,000.00) to be paid from the Advance Land Acquisition Capital Project and
11 pursuant to the terms and conditions of the Agreement of Sale (“Agreement of
12 Sale”), which is attached to this Resolution as Exhibit A, would be in the best
13 interests of the County; now, therefore, be it
14

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

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

READ AND PASSED this 7th day of October, 2019

By Order:



JoAnne Gray
Administrative Officer

I HEREBY CERTIFY THAT RESOLUTION NO. 38-19 IS TRUE AND CORRECT AND DULY
ADOPTED BY THE COUNTY COUNCIL OF ANNE ARUNDEL COUNTY.



Andrew Pruski
Chairman

AGREEMENT OF SALE

THIS AGREEMENT OF SALE, made this 10th day of May, 2019, by and between Julie Scolnik Brower with a 4.3333% undivided interest, Michael Caruthers with a 10% undivided interest, Marilyn Greenberg with a 1.4440% undivided interest, The Trust under the Will of George Revitz f/b/o/ Marilyn Greenberg with a 11.5560% undivided interest, Nina Scolnik Jack with a 4.3333% undivided interest, QT Waters LLC with a 50% undivided interest, Laura Revitz with a 14% undivided interest, and Donna Scolnik with a 4.3334% undivided interest, all as tenants in common (hereinafter called "Seller") and ANNE ARUNDEL COUNTY, MARYLAND, a body corporate and politic of the State of Maryland (hereinafter called "Purchaser").

WHEREAS, the Seller is the owner of all that property known as the "Quiet Waters Retreat" parcel and identified on Anne Arundel County Tax Map 56, Parcel 87, consisting of approximately 19.43 acres, more and less, located in the Second Assessment District of Anne Arundel County, as further described in a Deed recorded in the Land Records of Anne Arundel County in Liber 32546, folio 411, and more particularly described in Exhibit "A", attached hereto and made a part hereof ("Property").

NOW THEREFORE WITNESSETH: That for and in consideration of mutual covenants and promises herein made by the parties, the above recitals which are incorporated herein by reference and other good and valuable consideration, the receipt

and sufficiency of which is hereby acknowledged, Seller and Purchaser hereby agree as follows:

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

2. The total purchase price for the Property shall be Seven Million Eight Hundred Twenty Five Thousand Dollars (\$7,825,000.00) with settlement on or before September 1, 2019, contingent on the following occurring no later than one hundred twenty (120) days from the date hereof:

(a) Completion of the tests and studies as provided under ¶ 9 of this Agreement;

(b) the receipt by Purchaser of private donor funding in the minimum amount of Two Million Dollars (\$2,000,000.00), as secured and provided through Chesapeake Conservancy, Inc.;

(c) the receipt by Purchaser of, or final approval for, funding from the Readiness and Environmental Protection Integration ("REPI") program for the Annapolis REPI Program Area, as administered by the United States Department of Defense, Naval District Washington, for the purchase of a conservation easement over a portion of the Property; and

(d) Sufficient appropriation and authorization by Anne Arundel County, Maryland, for the balance of the purchase price of the Property, including approval of

the County Council (for funds from the Advance Land Capital Acquisition Project) and the Maryland Board of Public Works (for Program Open Space funds) as may be required; provided, however, that the County shall have the right, but not the obligation, in the sole discretion of the County, to waive all or part of any the funding sources set out in ¶¶ 2(b) and (c), any such waiver to be made in writing prior to or at the time of Settlement.

3. Seller shall execute this Agreement of Sale on or before April 30, 2019; after which time if execution does not occur, this offer to purchase made by Purchaser to Seller shall be null, void, and of no effect. This Agreement of Sale may be extended by mutual written agreement of both parties.

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

(b) Real estate taxes, general special taxes and rents, annual front foot benefit charges, capital facility connection charges, special assessment tax or other annualized charges of a like nature, quarterly water/utility bills, and allocation reservation charges, are to be adjusted to the date of settlement and thereafter assumed by Purchaser.

(c) At Settlement, Seller shall also convey to Buyer the Allocation Reservation for each of the following designated lots within the Property and thereafter the Buyer shall be the sole owner of the Allocation Reservations:

Lot 1
1703 Quiet Waters Court

Lot 2
1701 Quiet Waters Court

Parcel B
Quiet Waters Retreat

Lot 4
1709 Quiet Waters Lane

Lot 5
1711 Quiet Waters Lane

Lot 6
1708 Quiet Waters Lane

Lot 7
1706 Quiet Waters Lane

Lot 8
1704 Quiet Waters Lane

(d) Settlement costs, including any title examination, title insurance, tax certificates, and recordation and transfer taxes, if any, are to be paid by Purchaser. Seller shall not have any responsibility for any such charges or taxes.

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

including, publicly recorded easements for public utilities and any other easements which may be observed by an inspection of the Property.

In the event that Seller is unable to convey such title to Purchaser at settlement as required herein (a "Title Defect"), Seller, at Seller's sole expense and election, shall forthwith, but in no longer than one hundred eighty (180) days after the settlement date and provided Purchaser agrees to a like extension of the settlement date, take such action as is required to cure the Title Defect. In the event Seller is unable to do so within the 180-day period, Purchaser at Purchaser's sole option may purchase the Property for the purchase price stated in ¶ 2 with the title defect, may extend for a reasonable period the necessary time to complete the action undertaken to clear the title as required by this paragraph, or may declare this contract null, void, and of no effect.

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

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

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

convey this Property or that will affect any right by Purchaser to use and possess the Property after settlement.

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

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

9. During the term of the Agreement, Purchaser, at its own expense, shall have the right to enter the Property and conduct such surveys, boring tests, environmental studies or tests, use feasibility studies, title abstracts, and such other studies with respect to the Property as Purchaser deems necessary to determine the feasibility of the acquisition of the Property. In connection with the performance of its surveys, tests, abstracts, and studies, if the surveys, tests, abstracts, and studies conducted by Purchaser do not permit or warrant in the sole discretion of the Purchaser, or its engineers, architects or consultants, the acquisition and development of the Property, the Purchaser shall have the right, exercisable by written notice given to Seller within ninety (90) days from the date of this Agreement ("Study Termination Date"), to terminate this Agreement. In that event, Purchaser shall be relieved from further liability hereunder for remainder of Property, at law or in equity, except that Purchaser's indemnification and restoration obligations set forth in this Paragraph

shall survive the termination. To the extent permitted by law, and subject to appropriation and availability of funds, the Purchaser shall indemnify and hold Seller harmless against any damages, liabilities, and claims incurred by Seller as a result of Purchaser's activities upon or with respect to the Property. If the Purchaser terminates this Agreement pursuant to the provisions of this paragraph or any other provision of this Agreement, Purchaser, at its own expense, shall restore any damage to the Property caused by Purchaser making boring tests and other tests and studies, and immediately thereafter vacate. Nevertheless and notwithstanding the foregoing, Seller represents that it has no actual knowledge of any environmental physical condition, underground storage tanks, or dumping on or in the Property rendering the Property un-useable or materially lowering its market value. If dumping or environmental conditions are found by the tests and studies, Seller may, in its sole discretion, mitigate and perform the clean up at their sole cost and expense, the Purchaser and Seller may amend the purchase price to reflect this diminution of value based on the cost to cure or clean up costs, or the Purchaser may determine in its sole discretion that the site does not warrant use for its intended purpose and this contract is null and void and of no effect.

10. It is understood and agreed that the Purchaser shall not have any obligation or liability for the payment of any real estate brokerage commission or the Seller's legal expenses. Should any claim for a commission be established by any

broker, agent, consultant or attorney of the Seller, Seller expressly agrees to hold Purchaser harmless with respect thereto.

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

IF TO SELLER:

Michael Caruthers
Somerset Construction Company
4816 Del Ray Avenue
Bethesda, MD 20814

– and –

William M. Rickman
W.M. Rickman Construction Company, LLC
15215 Shady Grove Road, Suite 201
Rockville, MD 20850

IF TO PURCHASER:

Director of Recreation and Parks
1 Harry S. Truman Parkway
Annapolis, MD 21401

WITH COPIES TO:

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

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

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

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

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

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

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

17. PDF Signatures. This Agreement of Sale may be executed in any number of counterparts, each of which shall be deemed to be an original as against any party whose signature appears thereon, and all of which shall together constitute one and the same instrument. This Agreement of Sale shall be binding when one or more counterparts hereof, individually or taken together, shall bear the signatures of all of the parties reflected on this Agreement of Sale as the signatories. Signatures to this Agreement of Sale transmitted in a PDF file shall be valid and effective to bind the party so signing. Each party agrees to promptly deliver an execution original to this Agreement of Sale with its actual signature to the other party, but a failure to do so shall not affect the enforceability of this Agreement of Sale, it being expressly agreed that each party to this Agreement of Sale shall be bound by its own PDF signature and shall accept the PDF signature of the other party to this Agreement of Sale.

Witness:



Michael Brower

SELLER:



Julie Scolnik Brower (Seal)

_____ (Seal)
Michael Caruthers

_____ (Seal)
Marilyn Greenberg

Testamentary Trust under the Will
of George Revitz f/b/o Marilyn Greenberg

By: _____ (Seal)
Michael Caruthers, Trustee

By: _____ (Seal)
Marilyn Greenberg, Trustee

By: _____ (Seal)
Neil A. Greenberg, Trustee

By: _____ (Seal)
Raymond Greenberg, Trustee

_____ (Seal)
Nina Scolnik Jack

Witness:

SELLER:

Neil A. Greenberg

Julie Scolnik Brower (Seal)

Michael Caruthers
Michael Caruthers (Seal)

Marilyn Greenberg (Seal)

Neil A. Greenberg

Testamentary Trust under the Will
of George Revitz f/b/o Marilyn Greenberg

By: *Michael Caruthers* (Seal)
Michael Caruthers, Trustee

Michael Caruthers

By: _____ (Seal)
Marilyn Greenberg, Trustee

By: *Neil A. Greenberg* (Seal)
Neil A. Greenberg, Trustee

By: _____ (Seal)
Raymond Greenberg, Trustee

Nina Scolnik Jack (Seal)

Witness:

SELLER:

Julie Scolnik Brower (Seal)

Neil A. Greenberg

Michael Caruthers (Seal)

Marilyn Greenberg
Marilyn Greenberg (Seal)

Testamentary Trust under the Will
of George Revitz f/b/o Marilyn Greenberg

Neil A. Greenberg

By: _____ (Seal)
Michael Caruthers, Trustee

By: *Marilyn Greenberg* (Seal)
Marilyn Greenberg, Trustee

Neil A. Greenberg

By: _____ (Seal)
Neil A. Greenberg, Trustee

By: *Raymond Greenberg* (Seal)
Raymond Greenberg, Trustee

Nina Scolnik Jack (Seal)

Witness:

Jamin B Jack

SELLER:

_____ (Seal)
Julie Scolnik Brower

_____ (Seal)
Michael Caruthers

_____ (Seal)
Marilyn Greenberg

Testamentary Trust under the Will
of George Revitz f/b/o Marilyn Greenberg

By: _____ (Seal)
Michael Caruthers, Trustee

By: _____ (Seal)
Marilyn Greenberg, Trustee

By: _____ (Seal)
Neil A. Greenberg, Trustee

By: _____ (Seal)
Raymond Greenberg, Trustee

Nina Scolnik Jack (Seal)
Nina Scolnik Jack

M. Hawk

QT Waters LLC

By: [Signature] (Seal)
William M. Rickman, Jr.
President and Sole Member

_____ (Seal)
Laura B. Revitz

_____ (Seal)
Donna Scolnik

Attest:

PURCHASER:

Anne Arundel County, Maryland

By: _____ (Seal)
Benjamin J. Birge,
Chief Administrative Officer for
Steuart Pittman, County Executive

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:


Gregory J. Swain
County Attorney

Date

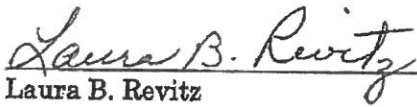
QT Waters LLC

By: _____ (Seal)

William M. Rickman, Jr.
President and Sole Member



Radheskyam Khatwala



Laura B. Revitz (Seal)

Donna Scolnik (Seal)

Attest:

PURCHASER:

Anne Arundel County, Maryland

By: _____ (Seal)

Benjamin J. Birge,
Chief Administrative Officer for
Steuart Pittman, County Executive

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:**

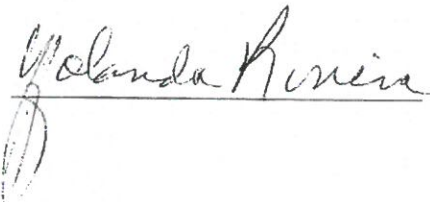
Gregory J. Swain
County Attorney

Date

QT Waters LLC

By: _____ (Seal)
William M. Rickman, Jr.
President and Sole Member

_____ (Seal)
Laura B. Revitz

Yolanda Ruvira


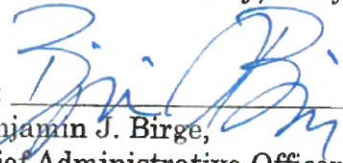
Donna Scolnik (Seal)
Donna Scolnik

Attest:

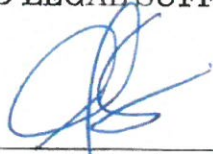
PURCHASER:

Bonnie Barrett

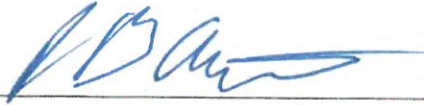

Anne Arundel County, Maryland

By:  (Seal)
Benjamin J. Birge,
Chief Administrative Officer for
Steuart Pittman, County Executive

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:


Gregory J. Swain
County Attorney

5/10/19
Date



(Seal)

Rick Anthony
Director, Department of
Recreation and Parks

Approved for Sufficiency of Funds:



(Seal)

Karin McQuade, Controller

EXHIBIT A

Property Description

TAX I.D.: 02-000-90059890
 02-000-90059891
 02-000-90083707
 02-000-90083708
 02-000-90059888
 02-000-90059889
 02-000-90058831
 02-000-90083702
 02-000-90083703
 02-000-90083704
 02-000-90083705
 02-000-90083706

EXHIBIT A**LEGAL DESCRIPTION
 QUIET WATERS RETREAT****SECOND ASSESSMENT DISTRICT
 ANNE ARUNDEL COUNTY, MARYLAND**

Being a portion of parcels 87 and 88 of Tax Map 56, Blocks 17 and 18; as described in a conveyance from Mary Parker to the Trustees of the Mary E. Parker Foundation by deed dated December 23, 1986 as recorded among the land records of Anne Arundel County, Maryland in Liber 4224 at Folio 711. Being more particularly described as follows;

Beginning for the same at 1" pipe found 8" deep and under a 3" X 3" cedar post, said pipe being at the southwest corner of Lot 44, Block K, as shown on Plat 2 of Section 3 of Hillsmere Estates as recorded among the land records of Anne Arundel County, Maryland in Plat Book 25 at Folio 8, thence along the south line of said Lot 44

- 1) South 76 degrees 50 minutes 33 seconds East 149.95 feet to an iron pipe found at the southeast corner of said Lot 44, said pipe being under the center of a 2-1/2 foot wide brick sidewalk; thence leaving said Lot 44 and binding on the western right-of-way line of Forest Hill Drive the following two (2) bearings and distances;
- 2) South 13 degrees 14 minutes 17 seconds West 54.12 feet to a 3/4" pipe found;
- 3) South 09 degrees 33 minutes 00 seconds West 639.88 feet to a 3/4" pipe found; thence crossing the right-of-way of Deyman Drive as shown on said plat of Hillsmere Estates, and binding on the line between Lots 22 and 23 of Block Z as shown on said plat of Hillsmere Estates;
- 4) South 01 degrees 59 minutes 57 seconds West 235.16 feet to a concrete monument found 18" deep on the shoreline of South River; thence following the shoreline meanders of South River the following eighteen (18) bearings and distances;
- 5) North 86 degrees 19 minutes 37 seconds West 61.16 feet;
- 6) South 87 degrees 31 minutes 03 seconds West 73.91 feet;
- 7) South 84 degrees 45 minutes 14 seconds West 62.81 feet;

- 8) North 81 degrees 27 minutes 18 seconds West 52.47 feet;
- 9) North 79 degrees 14 minutes 53 seconds West 159.31 feet;
- 10) North 83 degrees 41 minutes 35 seconds West 159.96 feet;
- 11) South 84 degrees 35 minutes 13 seconds West 107.23 feet to a point on an existing bulkhead; thence following said bulkhead the following four (4) courses
- 12) North 87 degrees 38 minutes 23 seconds West 50.24 feet;
- 13) North 68 degrees 01 minutes 46 seconds West 85.87 feet;
- 14) North 62 degrees 30 minutes 23 seconds West 100.76 feet;
- 15) South 85 degrees 51 minutes 10 seconds West 122.14 feet;
- 16) North 11 degrees 57 minutes 04 seconds West 14.95 feet to a point on the shoreline of South River;
- 17) North 82 degrees 14 minutes 13 seconds West 105.07 feet to a point on an existing bulkhead; thence following said bulkhead the following six (6) courses;
- 18) South 30 degrees 53 minutes 01 seconds West 16.84 feet;
- 19) North 66 degrees 52 minutes 54 seconds West 63.63 feet;
- 20) North 67 degrees 19 minutes 03 seconds West 60.27 feet;
- 21) North 29 degrees 25 minutes 57 seconds West 174.91 feet;
- 22) North 38 degrees 29 minutes 04 seconds West 127.76 feet; thence following the shoreline meanders of Loden Pond the following thirteen (13) bearings and distances;
- 23) North 64 degrees 55 minutes 37 seconds East 84.75 feet leaving said bulkhead;
- 24) South 33 degrees 34 minutes 41 seconds East 268.66 feet;
- 25) North 82 degrees 36 minutes 51 seconds East 71.21 feet;

ANNE ARUNDEL COUNTY CIRCUIT COURT (Land Records) RPD 32546, p. 0416, MSA_CE59_32988. Date available 10/10/2018. Printed 05/01/2019.

ANNE ARUNDEL COUNTY CIRCUIT COURT (Land Records) RPD 21612, p. 0136, MSA_CE59_21956. Date available 10/07/2009. Printed 05/21/2018.

- 26) North 63 degrees 29 minutes 19 seconds East 126.88 feet;
- 27) North 84 degrees 34 minutes 00 seconds East 65.24 feet;
- 28) North 54 degrees 19 minutes 52 seconds East 104.08 feet;
- 29) North 18 degrees 56 minutes 16 seconds East 111.28 feet;
- 30) North 69 degrees 01 minutes 52 seconds East 90.75 feet;
- 31) North 89 degrees 49 minutes 39 seconds East 17.67 feet;
- 32) North 57 degrees 15 minutes 05 seconds East 124.00 feet;
- 33) North 08 degrees 11 minutes 55 seconds East 27.18 feet;
- 34) North 23 degrees 29 minutes 30 seconds West 51.30 feet;
- 35) North 50 degrees 12 minutes 37 seconds West 49.79 feet; thence leaving the shoreline meanders of Loden Pond and running through the subject property now or formerly owned by the Trustees of Mary E. Parker as described in Liber 4224 at Folio 711 as recorded among the land records of Anne Arundel County, Maryland the following three (3) bearings and distances;
- 36) North 32 degrees 23 minutes 26 seconds East 338.21 feet to a No. 5 rebar set;
- 37) North 55 degrees 53 minutes 05 seconds East 339.40 feet to a No. 5 rebar set;
- 38) South 41 degrees 11 minutes 00 seconds East 272.75 feet to the point of beginning of the parcel herein described. Containing 846,356 square feet or 19.43 acres of land, more or less.

BEING also described as Lots 1-8, Parcel B, Open Space, Roads & Recreation Area as shown on the following plats: Administrative Plat, Quiet Waters Retreat per plats recorded in Book 109 pages 7 and 8 at Plats 5632 and 5633; Minor Subdivision of Lot 3 and Parcel A and Administrative Lot Line Change for Lots 1 and 2 and Parcel B, Quiet Waters Retreat per plat recorded in Book 156 at page 45; Minor Subdivision – Lot 3 and Administrative Lot Line Change Lots 1 and 2, Quiet Waters Retreat per plat recorded in Book 156 at Page 46; and Minor Subdivision Parcel A and Administrative Lot Line Change Parcel B, Quiet Waters Retreat per plat recorded in Book 156 at Page 47.

BEING the same property described in that deed recorded in Liber 4487 at Folio 512.

ANNE ARUNDEL COUNTY CIRCUIT COURT (Land Records) RPD 32546, p. 0418, MSA_CE59_32988. Date available 10/10/2018. Printed 05/01/2019.

Tax ID Nos. and Addresses

1705 Quiet Waters Lane	20090059890
0 Quiet Waters Court	20090059891
1710 Quiet Waters Lane	200090083707
1708 Quiet Waters Lane	200090083708
1703 Quiet Waters Court	200090059888
1701 Quiet Waters Court	200090059889
1700 Quiet Waters Court	200090058831
1709 Quiet Waters Lane	200090083702
1711 Quiet Waters Lane	200090083703
1708 Quiet Waters Lane	200090083704
1706 Quiet Waters Lane	200090083705
1704 Quiet Waters Lane	200090083706

WAIVER OF EXPIRATION DATE

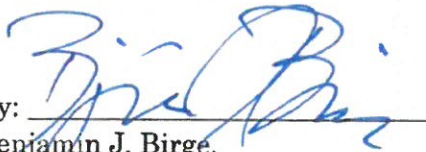
Purchaser hereby waives the April 30, 2019 expiration date set forth in ¶ 3 of the attached Agreement of Sale. The offer shall remain open through June 1, 2019.

Attest:

PURCHASER:

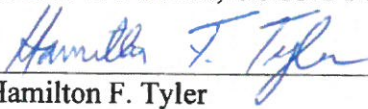
Anne Arundel County, Maryland

Bonnie Bauert

By: 
Benjamin J. Birge,
Chief Administrative Officer for
Steuart Pittman, County Executive

Date: 5/16/19

APPROVED FOR FORM AND LEGAL SUFFICIENCY
GREGORY J. SWAIN, COUNTY ATTORNEY

By:  MAY 16, 2019
Hamilton F. Tyler Date
Deputy County Attorney

AMENDMENT TO AGREEMENT OF SALE

THIS AMENDMENT TO AGREEMENT OF SALE, made this _____ day of August, 2019, by and between **Julie Scolnik Brower with a 4.3333% undivided interest, Michael Caruthers with a 10% undivided interest, Marilyn Greenberg with a 1.4440% undivided interest, The Trust under the Will of George Revitz f/b/o/ Marilyn Greenberg with a 11.5560% undivided interest, Nina Scolnik Jack with a 4.3333% undivided interest, QT Waters LLC with a 50% undivided interest, Laura Revitz with a 14% undivided interest, and Donna Scolnik with a 4.3334% undivided interest, all as tenants in common** (hereinafter called "Seller") and **ANNE ARUNDEL COUNTY, MARYLAND**, a body corporate and politic of the State of Maryland (hereinafter called "Purchaser").

WHEREAS, by Agreement of Sale dated May 10, 2019 (the "Agreement"), the Seller agreed to sell, and the Purchaser agreed to purchase, that certain real property known as the "Quiet Waters Retreat" parcel and identified on Anne Arundel County Tax Map 56, Parcel 87, consisting of approximately 19.43 acres, more and less, located in the Second Assessment District of Anne Arundel County, as further described in a Deed recorded in the Land Records of Anne Arundel County in Liber 32546, folio 411, and more particularly described in the Agreement (the "Property"); and

WHEREAS, the Agreement included certain contingencies, one of which was set out in ¶ 2(d) of the Agreement as: "sufficient appropriation and authorization by Anne Arundel County, Maryland, for the balance of the purchase price of the Property,

including approval of the County Council (for funds from the Advance Land Capital Acquisition Project) and the Maryland Board of Public Works (for Program Open Space funds) as may be required”; and

WHEREAS, the Purchaser will be utilizing the Advance Land Capital Acquisition Project as a funding source for the balance of the purchase price, and pursuant to § 13-1-102(a)(2) of the County Code this funding source requires approval by resolution of the County Council; and

WHEREAS, the next meeting of the County Council is September 3, 2019, which is after the September 1, 2019 settlement date provided in the Agreement, and the parties wish to extend the settlement date sufficient time to allow the County Council to act.

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

1. Seller and Purchaser agree that the settlement date provided in ¶ 2 of the Agreement is hereby extended to October 15, 2019, to allow the Purchaser sufficient time to seek the approval of the County Council for the use of the Advance Land Capital Acquisition Project as a funding source.

1. Seller and Purchaser agree that the settlement date provided in ¶ 2 of the Agreement is hereby extended to October 15, 2019, to allow the Purchaser sufficient time to seek the approval of the County Council for the use of the Advance Land Capital Acquisition Project as a funding source.

2. All other terms and conditions of the Agreement remain in full force and effect.

Witness:

SELLER:

Julie Scolnik Brower

Julie Scolnik Brower (Seal)

Michael Caruthers (Seal)

Marilyn Greenberg (Seal)

Testamentary Trust under the Will
of George Revitz f/b/o Marilyn Greenberg

By: _____ (Seal)
Michael Caruthers, Trustee

By: _____ (Seal)
Marilyn Greenberg, Trustee

2. All other terms and conditions of the Agreement remain in full force and effect.

Witness:

SELLER:

Julie Scolnik Brower (Seal)

Estate of Michael Caruthers
By Rosemary K. Caruthers (Seal)
~~Michael Caruthers~~
Rosemary K. Caruthers, Executor

Marilyn Greenberg (Seal)

Testamentary Trust under the Will
of George Revitz f/b/o Marilyn Greenberg

By: _____ (Seal)
Michael Caruthers, Trustee

By: _____ (Seal)
Marilyn Greenberg, Trustee

By: _____ (Seal)
Neil A. Greenberg, Trustee

By: _____ (Seal)
Raymond Greenberg, Trustee

2. All other terms and conditions of the Agreement remain in full force and effect.

Witness:

SELLER:

Julie Scolnik Brower (Seal)

Michael Caruthers (Seal)

Marilyn Greenberg
Marilyn Greenberg (Seal)

Testamentary Trust under the Will
of George Revitz f/b/o Marilyn Greenberg

~~By: _____ (Seal)~~
~~Michael Caruthers, Trustee~~

Marilyn Greenberg
By: _____ (Seal)
Marilyn Greenberg, Trustee

Neil A. Greenberg
By: _____ (Seal)
Neil A. Greenberg, Trustee

Raymond Greenberg
By: _____ (Seal)
Raymond Greenberg, Trustee

Juin B. Jack

Nina Scolnik (Seal)
Nina Scolnik Jack

QT Waters LLC

By: _____ (Seal)
William M. Rickman, Jr.
President and Sole Member

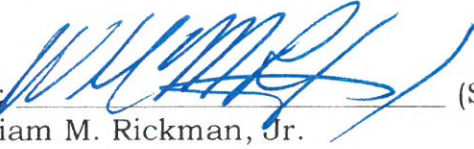
_____ (Seal)
Laura B. Revitz

_____ (Seal)
Donna Scolnik

[signatures continued on following page]

Nina Scolnik Jack (Seal)

QT Waters LLC

By:  (Seal)
William M. Rickman, Jr.
President and Sole Member

Laura B. Revitz (Seal)

Donna Scolnik (Seal)

[signatures continued on following page]

Testamentary Trust under the Will
of George Revitz f/b/o Marilyn Greenberg

By: _____ (Seal)
Michael Caruthers, Trustee

By: _____ (Seal)
Marilyn Greenberg, Trustee

By: _____ (Seal)
Neil A. Greenberg, Trustee

By: _____ (Seal)
Raymond Greenberg, Trustee

Nina Scolnik Jack

QT Waters LLC

By: _____ (Seal)
William M. Rickman, Jr.
President and Sole Member

Alice M. Piutek

Laura B. Revitz (Seal)
Laura B. Revitz

Donna Scolnik

Nina Scolnik Jack (Seal)

QT Waters LLC

By: _____ (Seal)
William M. Rickman, Jr.
President and Sole Member

Laura B. Revitz (Seal)

Omar Lambert

Donna Scolnik (Seal)
Donna Scolnik

[signatures continued on following page]

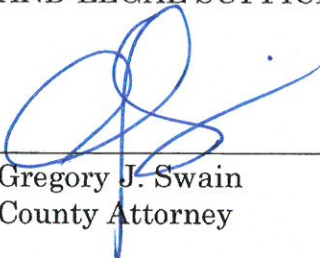
Attest:

PURCHASER:

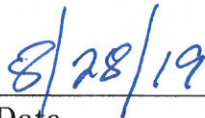
Anne Arundel County, Maryland

By: _____ (Seal)
Benjamin J. Birge,
Chief Administrative Officer for
Steuart Pittman, County Executive

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:



Gregory J. Swain
County Attorney



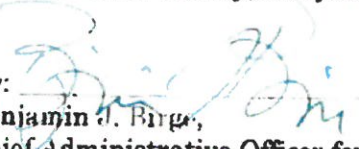
Date

Rick Anthony (Seal)
Director, Department of
Recreation and Parks

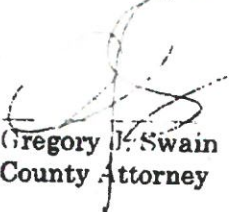
Attest:

PURCHASER:

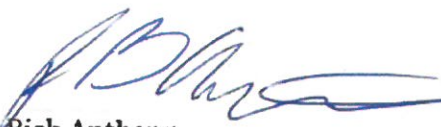
Anne Arundel County, Maryland

By:  (Seal)
Benjamin J. Birge,
Chief Administrative Officer for
Steuart Pittman, County Executive

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY.


Gregory J. Swain
County Attorney

8/28/19
Date

 (Seal)
Rick Anthony
Director, Department of
Recreation and Parks