OFFER FOR PURCHASE OF FEE SIMPLE PROPERTY

Property Reference Name: Centreville Plaza, Inc. MC #: 23-1129

Modal Item No.: 106572 Project No.: QA265A31 MDOT SHA Plat No.: 62252

OFFER INFORMATION SUMMARY

The Maryland Department of Transportation (MDOT) welcomes your offer to acquire the former Centreville Plaza, Inc. property consisting of 31.524 acres, plus or minus, located at 610 Ruthsburg Road, Centreville, Queen Anne's County, in accordance with Title §8-309 Annotated Code of Maryland and State Clearinghouse policy. Kindly complete the attached forms and promptly forward them to us for consideration and processing. The executed Offer for Purchase of Fee Simple Property: Offer Information Summary; Offer Form; Standard Conditions, Reservations and Covenants Governing the Sale of Real Property; and Additional Conditions and Disclosure Information forms should be mailed or delivered to:

David Zaidain
Chief, Office of Real Estate and Economic Development
Maryland Department of Transportation
7201 Corporate Center Drive, MS-470
Hanover MD 21076

The sale of this property is subject to the approval of the MDOT State Highway Administration Administrator and, where it is required, the Federal Highway Administration and/or the Board of Public Works. Assuming the sale is approved, and a deed is executed, additional steps need to be taken to finalize a transaction and the buyer must be prepared to settle on the property within 90 days of "Notice of Approval of Sale" by the MDOT.

Throughout this process, the buyer will have one (1) single point of contact for communication. All requests or questions concerning settlement should be directed to:

Mashel Wakil
Team Leader, Real Estate Services
Office of Real Estate and Economic Development
Maryland Department of Transportation
410-865-1270

mwakil@mdot.maryland.gov

Initial Deposit:	\$50,000	
Second Deposit:	\$	
Balance Due at Settlement:	\$	
Buyer's Authorized Signature:	Date:	
Printed or Typed Name:		

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	OFFE	R FORM	
TO: The Maryland Department of MDOT State Highway Admini			
	Queen Anne's County Tax M		st in and to the above parcel containing 31.524 and on SHA Plat No. 62252 for the sum of
	Thousand Dollars and No/1 initial deposit. Within five	00 (\$50,000.00), pa (5) business days d	ayable to the order of the MDOT State eliver an additional certified or cashier's check
The balance of the purchase price is to disposed of in whatever manner the M			may be forfeited to MDOT and the property ation or liability to the buyer.
			, where is" condition. It is understood it is the to executing and submitting the Offer for
in writing, within 60 days of "Notice o	of Approval of Sale," to the	Chief, Office of Re	T. Any request for extension must be submitted eal Estate and Economic Development (ORED) may require an additional deposit from the
IT IS FURTHER UNDERSTOOD AN undersigned, have accepted, will abide			r Purchase of Fee Simple Property, I (we), the the attached:
1. STANDARD CONDITION PROPERTY, AND	ONS, RESERVATIONS AN	ID COVENANTS	GOVERNING THE SALE OF REAL
2. ADDITIONAL CONDIT	TIONS AND DISCLOSURE	INFORMATION.	
FURTHERMORE, the buyer warrants CANNOT ASSIGN THESE PURCH			OF THE MDOT; and that the buyer(s) EN CONSENT BY THE MDOT.
PLEASE PRINT NAME(S) OF PARTY(IES) TO APPEAR IN THE DEED BELOW:		YER'S SIGNATUI	RE:
		NT NAME(S) ANI	D TITLE(S):
	AD	DRESS:	
ALSO, HOW PROPERTY IS TO BE HELD BELOW:		LEPHONE NO:	
NOTE: Th	e amount of all deposit(s)		
	• ()		·
Buyer's Authorized Signature:			Date:

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STANDARD CONDITIONS, RESERVATIONS AND COVENANTS GOVERNING THE SALE OF REAL PROPERTY:

The attention of all prospective buyers is called to the fact that each and every Offer for Purchase of Fee Simple Property submitted to the State Highway Administration (SHA) and sale of Real Property by SHA shall be subject to each and every condition hereinafter set forth, in addition to any "Special Stipulations" as set out in the Offer for Purchase of Fee Simple Property or other documents which apply to the specific property or properties. **It is therefore of the utmost importance that all buyers carefully review** these "Standard Conditions, Reservations and Covenants Governing the Sale of Real Property" as well as the "Additional Conditions and Disclosure Information" and other documents governing the sale before submitting any offer or executing a right to reacquire property under the provisions of Section 8-309 of the Transportation Article of the Annotated Code of Maryland (§8-309).

- 1. Except as otherwise provided in § 8-309 or other governing law, the SHA reserves the right to reject any and all offers to purchase or acquire any property offered for sale by the SHA and it reserves the right thereafter to sell any or all of said premises at public or private sale in whatever manner the SHA may determine, without any further obligation or liability to the buyer.
- 2. Under the provisions of §8-309:
 - a. If the parcel is sold at Public Auction it is only necessary for the MDOT SHA Administrator to execute and deliver the deed conveying the land to the buyer.
 - b. Except for parcels sold at Public Auction, the deed conveying this property must be executed by the SHA Administrator and the Board of Public Works (BPW); therefore, no offer of this type is accepted and no sale of this type is final until the BPW has approved it. Additionally, no sale of this type is final until delivery of the executed deed.
- 3. The special SHA plat or plats (if any) prepared for the property now being considered show only the approximate boundaries of said property. Said boundary lines were not established by actual survey and, therefore, any additional surveys that the buyer may elect to have made to further satisfy himself or herself as to the exact boundary lines of said property shall be performed at the sole expense of the said buyer.
- 1. Any title examinations that the buyer may desire to make shall be made at the sole expense of said buyer.
- 2. The buyer shall assume the cost of all recording fees and charges and State and Federal Revenue Tax charges and other similar expenses, which may be required in order to record any deed or deeds to the property being offered for sale. If the Deed is not recorded within 30 days after the date of settlement MDOT reserves the right to pursue all remedies including, but not limited to: a) recording a duplicate original deed executed by the Board of Public Works in the Land Records; b) recovering all damages caused by the failure to record the Deed including, but not limited to, recording fees and property taxes advanced in connection with the recording and all staff time; and/or c) seeking a declaratory judgment that the sale was a nullity, reselling the property, and refunding the balance of any funds already paid after all damages incurred by the failure to record the Deed have been calculated and deducted by MDOT.
- 3. The quit claim deed or deeds by which the SHA will convey said property to the buyer will convey all of the SHA's right, title, and interest as conveyed to the SHA by the deed or deeds on record to the SHA for the land covered by the proposed sale. The said deed or deeds to said buyer will contain the following reservations, restrictions and covenants, which shall run with and bind the land to be conveyed, and which shall also be binding upon the buyer (grantee) and the heirs, successors and assigns of said grantee forever.

Buyer's Authorized Signature:		Date:	
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Mod	lal Ite	m No.: 106572	Project No.: QA265A31	MDOT SHA Plat No.: 62252		
	NDA ntinue		SERVATIONS AND COVENANTS GO	VERNING THE SALE OF REAL PROPERTY		
4.	Res	erving unto the State of M	laryland, to the use of the SHA, its success	ors and assigns, the following:		
	a.		nveyance so much of said land as will lie bindicated on the SHA-SRC Right-of-Way	between the outermost lines designated "Right-of-Way plat(s) for this project.		
	b.	as are necessary to reta at such time as the con	in the highway and/or adjacent property; it	hus on the SHA-SRC plat(s) such slopes t being agreed between the parties hereto, however, that onger necessary as support to protect the property shall cease to be effective.		
	c. d.	perpetual easement for to care for whatever dr The perpetual right to	such drainage structures, stream changes, ainage structures which may be determined discharge the flow of water from such stream	tched thus on the SHA-SRC plat(s) a and facilities as are necessary in the opinion of the SHA decessary by the SHA to protect the highway. The changes and all other drainage facilities as are way or adjacent property and/or control the flow of		
		water into existing wat	erways or natural drainage courses, as indi	icated by the symbol and/or the existing		
	e. f.	ground, as indicated by are shown on the Righ Subject to and reservin by the former owners of established with respect Subject to and reserving	the symbol , at the outlet end of the out-of-Way plat(s). If the foundation of the content of the conveyance any and all rights and the conveyance any and all rights are the conveyance of the property or their predecessors in title to said land by such former owners or the	drainage facilities so created by the SHA, all of which and reservations that may have been granted or reserved and/or covenants or restrictions which may have been		
8.			ettlement shall be in the form of a certified roperty: Offer Information Summary and	l or cashier's check in the amount specified in the Offer Offer Form.		
9.	All auct		ed on any property shall remain in full for	ce and effect for not less than 180 days after the date of		
10.	rece	ipt of the informal offer.		Il force and effect for 180 days after the closing date for ighest informal offer, all other checks will be returned to of the offer.		
11.	is re	ceived by the buyer from		oted until formal Notice of Approval of Sale, in writing, on. Where BPW approval is required no sale is final elivered.		
12.	days auto SHA	s of the date he/she is notionatically retain the full a	fied (Notice of Approval of Sale) that the a mount of any "deposit monies" held and the any further obligation or liability to the bu	g the balance of the sales price to the SHA within 90 executed deed is ready for delivery, then the SHA may hereafter dispose of the property in whatever manner the tyer, who thus fails to pay the balance due as specified.		
Buy	er's A	uthorized Signature:		Date:		

Date:

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ADDITIONAL CONDITIONS AND DISCLOSURE INFORMATION

Property Conditions and Disclosures:

- 1. The apparent zoning is Suburban Industrial (S1). All zoning and use determinations will be made by Queen Anne's County, Maryland. State Highway Administration (SHA) offers no warranty as to zoning or permitted use.
- 2. SHA considers the highest and best use of the subject property would be for continued use of the existing gas station/convenience store with truck maintenance shop use.
- 3. The subject property is a 31.524± acre parcel operating as a "retail gas station/former truck stop" improved with a convenience store (960± SF) with gas and diesel sales, a truck maintenance shop building (3,569± SF), and a former restaurant/truck stop building (3,995±SF), all built in 1981. Supporting on-sites generally include a gas canopy (504± SF) with 2 fuel dispensers, diesel canopy (2,604± SF) with 2 fuel dispensers, 5 underground fuel tanks, concrete islands (198± SF), asphalt paving (240,000± SF), concrete paving (5,000± SF) and a truck scale (non-working according to tenant). An estimated 9.447± acres is considered the "primary site" that is currently under lease to Trailway Truck Terminal, Inc. (d/b/a/ Triple T) and includes all of the existing improvements. The remaining 22.077± acres that is not in use is identified as surplus land and is mostly wooded with some wetlands. A 150' wide high-voltage electric transmission line easement runs across the western portion of the site, through both the primary site and the surplus land area to the rear. The property is accessible via MD Route 304 (Ruthsburg Road).
- 4. The property Tax Account No. is 03-014436, and Tax Map Identification is Tax Map 45, Parcel 25.
- 5. Public utilities (water & sewer) are not available in this area and the site requires private on-site septic disposal. According to Health Department records the subject's septic system has an estimated 1,670 linear feet of drain field trenches as well as a SCAT (Single Container Air Treatment) system and a Nibbler system. The SCAT system aerates septic effluent, and the nibbler system is designed to prevent oil & grease from entering the soil absorption system by using biological pretreatment to breakdown the grease. The subject soil types are rated as very limited in their suitability for septic tank absorption fields. The on-site septic disposal system has reportedly failed, and the restaurant/truck stop building has been closed for several years. According to John Nickerson, director of the Queen Anne's County Department of Health, due to the limitations on the site's septic disposal capabilities, the restaurant cannot be re-opened, and the operation cannot be expanded beyond the existing gas station/convenience store. Any redevelopment of the site would be extremely limited and septic approval would likely only accommodate a single restroom like in the existing convenience store. If public sewer becomes available in the future, the development potential of the subject property would improve significantly.

Buyer's Authorized Signature:	Date:	

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Sale Policy Conditions and Disclosu	res:	
	where is" condition. It is the responsibility nd submitting the Offer for Purchase of Fee	of the buyer to conduct their due diligence of the Simple Property.
of Fee Simple Property. The terms of SHA Administrator and, where it is a	of the sale are such that the SHA, Office of	they will also sign all pages of the Offer for Purchase Real Estate will recommend approval of the sale to the ion (FHWA). After all recommendations are received, to accept or reject the sale.
within 90 days. This time period or Economic Development (ORED), M discretion of the ORED Chief and m	any terms and conditions can only be modi laryland Department of Transportation (MD ay require an additional deposit from the bu	the buyer will be expected to settle on the property fied, in writing, by the Chief, Office of Real Estate and OOT). An extension may be granted at the sole uyer. A right of entry or access to the property by the th the terms of a lease of nominal value, or by written
If the sale is rejected all deposit mon MDOT may determine, without any		operty may be disposed of in whatever manner the
Important Notice: All disclosure in whereas, it is believed to be accurate		dependent verification by any and all interested parties;
Buyer's Authorized Signature:		Date:







