

**MARYLAND DEPARTMENT of TRANSPORTATION
 MARYLAND AVIATION ADMINISTRATION
BIDDER INFORMATION SUMMARY**

Property Reference Name: 1338 Hanover Road

MC # 22 - 3052

Congratulations, we welcome your offer for the former Spruell property located at 1338 Hanover Road, Hanover, Maryland 21076 in accordance with Title 10-305 and State Clearinghouse policy. Kindly complete the attached forms for consideration and processing by the Maryland Department of Transportation Maryland Aviation Administration (MDOT MAA). In the event of a negotiated sale, the executed Bid Offer; Standard Conditions, Reservations and Covenants Governing the Sale of Real Property by the MDOT MAA and Additional Conditions and Disclosure Information forms should be mailed to:

**Kevin Clarke
 Director
 Office of Planning & Environmental Services
 Maryland Aviation Administration
 P.O. Box 8766, Third Floor Terminal Building
 BWI Airport, Maryland 21240**

Any Bid Offer is subject to the approval of the MDOT MAA Executive Director, and the Board of Public Works (BPW). Assuming the Bid Offer is approved, and a deed is executed by the MDOT MAA Executive Director, and the BPW, additional steps need to be taken to finalize the transaction and the buyer must be prepared to settle on the property within ninety days of "Notice of Acceptance" of the Bid Offer by the MDOT MAA Executive Director, and the BPW.

Throughout the sales process, the prevailing bidder will have one single point of contact for communication. **All requests or questions concerning settlement scheduling should be directed to:**

**Kevin Clarke
 Director
 Office of Planning & Environmental Services
 Maryland Aviation Administration
 410-859-7787
kclarke@bwiairport.com**

| | | |
|-----------------------------------|-----------|---------------|
| Initial Deposit: | \$ | 45,000 |
| Second Deposit: | \$ | N/A |
| Balance Due at Settlement: | \$ | |

Signature: _____

Date: _____

 Printed or Typed Name

**MARYLAND DEPARTMENT of TRANSPORTATION
MARYLAND AVIATION ADMINISTRATION
BID OFFER FORM FOR PURCHASE OF FEE SIMPLE PROPERTY**

Property Reference Name: 1338 Hanover Road

MC # 22-3052

TO: Maryland Department of Transportation Maryland Aviation Administration (MDOT MAA)

I (we), the undersigned, do hereby offer the sum of _____ Dollars for the MDOT MAA's right, title and interest in and to the above 1338 Hanover Road parcel containing 2.0 acres, plus or minus and do hereby transfer a certified or cashier's check in the amount of forty five thousand dollars (\$45,000) payable to the order of the **Maryland Aviation Administration** to cover the initial deposit. It is understood and agreed by the undersigned that this property will be sold in "as is, where is" condition.

Settlement must occur within ninety days of "Notice of Acceptance" of bid by the MDOT MAA Executive Director, and the Board of Public Works (BPW). Any extensions must be granted, in writing by the MDOT MAA.

THE MDOT MAA AND THE BPW RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS.

It is agreed between the parties that reasonable access shall not be denied for the purposes of performing survey, or other tests that the buyer may deem appropriate, at buyer's sole cost and expense. At Buyer's/Offeror's request, the MDOT MAA will provide access by way of a Right of Entry Agreement.

IT IS FURTHER UNDERSTOOD AND AGREED THAT, in submitting the bid, I (we), the undersigned, have accepted, will abide by and comply with all of the conditions set forth in the attached:

1. **STANDARD CONDITIONS, RESERVATIONS AND COVENANTS GOVERNING THE SALE OF REAL PROPERTY BY THE MAA; AND**
2. **ADDITIONAL CONDITIONS AND DISCLOSURE INFORMATION.**

FURTHERMORE, the buyer warrants that he/she/they are **NOT AN EMPLOYEE(S) OF THE MDOT MAA OR THE MDOT;** and that the buyer(s) **CANNOT ASSIGN THESE PURCHASE RIGHTS WITHOUT PRIOR WRITTEN CONSENT BY THE MDOT MAA.**

PLEASE PRINT NAMES OF PARTIES TO APPEAR IN THE DEED BELOW:

BUYER'S/OFFEROR'S SIGNATURE: _____

BUYER'S/OFFEROR'S SIGNATURE: _____

PRINT NAME AND TITLE: _____

ADDRESS: _____

ALSO, HOW PROPERTY IS TO BE HELD BELOW:

TELEPHONE NO: _____

DATE: _____

SSN NO./TAX ID NO.: _____

NOTE: The amount of all deposit(s) will be returned if the Bid Offer is rejected.

MARYLAND DEPARTMENT of TRANSPORTATION
MARYLAND AVIATION ADMINISTRATION
STANDARD CONDITIONS, RESERVATIONS AND COVENANTS GOVERNING THE SALE OF
REAL PROPERTY BY THE MARYLAND DEPARTMENT of TRANSPORTATION MARYLAND
AVIATION ADMINISTRATION

Property Reference Name: 1338 Hanover Road

MC # 22-3052

The attention of all prospective purchasers or bidders is called to the fact that each and every bid or offer submitted to the Maryland Department of Transportation Maryland Aviation Administration (MDOT MAA) shall be subject to each and every condition hereinafter set forth, in addition to any "Special Stipulations" as set out in the "Bid Offer Form" which apply to the specific property or properties. It is therefore of the utmost importance that all bidders carefully review these "Standard Conditions, Reservations and Covenants Governing the Sale of Real Property by the Maryland Department of Transportation Maryland Aviation Administration" as well as the "Additional Conditions and Disclosure Information," before submitting any bid or offer to the MDOT MAA.

1. The MDOT MAA or the Board of Public Works (BPW) reserve the right to reject any and all bids or offers to purchase or acquire any property offered for sale by the MAA and it reserves the right thereafter to sell any or all of said premises at public or private sale in whatever manner the MAA may deem desirable, without any further obligation to the bidder.
2. Under the provisions of Section 10-305 of the Transportation Article of the Annotated Code of Maryland; when a parcel is sold by public auction, informal bid or negotiated sale, the deed conveying this property must be signed by the MDOT MAA Executive Director and the BPW; therefore, no offer of this type is accepted until the MDOT MAA Executive Director and the BPW has approved it. Additionally, no sale of this type is final until delivery of the executed deed.
3. Any title examinations that the purchaser may desire to make shall be made at the sole expense of said purchaser.
4. The purchaser 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.
5. The deed or deeds by which the MDOT MAA will convey said property to the purchaser will convey all of the MDOT MAA's right, title and interest as conveyed to said MDOT MAA by the deed or deeds on record to the MDOT MAA for the land covered by the proposed sale. The said deed or deeds to said purchaser 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 purchaser (grantee) and the heirs, successors and assigns of said grantee forever. Reserving unto the State of Maryland, to the use of the MDOT MAA, its successors and assigns, the following:
 - a. An aviation easement, reserved to the MDOT MAA, for the right of flight in the airspace above the surface of the premises and in accordance with Title 14 of the Code of Federal Regulations, Part 77, which restricts the maximum height of any improvements.
 - b. Subject to and reserving from this conveyance any and all rights and reservations that may have been granted or reserved by the former owners of this property or their predecessors in title and/or covenants or restrictions which may have been established with respect to said land by such former owners or their predecessors in title.
 - c. Subject to and reserving from this conveyance any and all existing rights now held or used by any public utility or public utilities across or adjacent to the land hereby conveyed.

BUYER'S INITIALS _____

STANDARD CONDITIONS, RESERVATIONS AND COVENANTS GOVERNING THE SALE OF REAL PROPERTY BY THE MARYLAND DEPARTMENT of TRANSPORTATION MARYLAND AVIATION ADMINISTRATION (Continued)

Property Reference Name: 1338 Hanover Road

MC # 22-3052

6. Each and every bid or offer for any property offered for sale by the MDOT MAA shall be accompanied by a certified or cashier's check in the amount specified in the individual bid form.
7. All auction bids submitted on any property shall remain in full force and effect for not less than 180 days after the date of auction.
8. The highest informal or negotiated bid submitted on any property shall remain in full force and effect for 180 days after the date on which informal bids are to be received. Except for the check submitted with the highest bid, all other checks will be returned to such bidders by mail within seven days of the closing date for receipt of informal or negotiated bids.
9. No bid shall be considered accepted until formal "Notice of Acceptance," in writing, is received by the bidder from the MDOT MAA Executive Director.
10. If the successful bidder should fail to transmit a certified or cashier's check covering the balance of the purchase price to the MDOT MAA within ninety days of the date he has received the "Notice of Acceptance," which signifies the executed deed is ready for delivery, then the MDOT MAA may automatically retain the full amount of any "deposit monies" held and thereafter sell the premises to any other person or persons, in whatever manner the MDOT MAA may determine, without any further obligation or liability of any nature whatsoever to the bidder, who thus fails to pay the balance due as specified.

BUYER'S INITIALS _____

**MARYLAND DEPARTMENT of TRANSPORTATION
MARYLAND AVIATION ADMINISTRATION
ADDITIONAL CONDITIONS AND DISCLOSURE INFORMATION**

Property Reference Name: 1338 Hanover Road

MC # 22-3052

Property Conditions and Disclosures:

1. The apparent zoning is W-1 Industrial. All zoning and use determinations will be made by Anne Arundel County. The Maryland Department of Transportation Maryland Aviation Administration (MDOT MAA) offers no warranty as to zoning or permitted uses.
2. The MDOT MAA considers this parcel to be the former property of Irene Spruell, located at 1338 Hanover Road, Hanover, Maryland 21076, containing 2.0 acres, plus or minus. The subject property has access through a right-of-way along the north side of Hanover Road. The property has a rectangular shape with a width of 210 +/- feet and a depth of 420 +/- feet. The subject property is unimproved.
3. The property will be sold subject to an aviation easement, reserved to the MDOT MAA, for the right of flight in the airspace above the surface of the premises and in accordance with Title 14 of the Code of Federal Regulations, Part 77, which restricts the maximum height of any improvements. Proposed easement language is attached.

Sale Policy Conditions and Disclosures:

This property will be sold in “as is, where is” condition.

The Offeror will execute the Bid Offer Form indicating the grantee information to appear on the deed. They will also initial a copy of the Standard Conditions, Reservations and Covenants Governing the Sale of Real Property by the Maryland Aviation Administration.

The MDOT MAA will permit the Offeror to conduct engineering studies at the expense of the Offeror on the property by way of execution of a Right of Entry Agreement for a period of up to sixty days. This consideration is conditioned upon the requirement that the property will be returned to its original condition and that all copies of the results of any and all so conducted studies shall be provided to the MDOT MAA for whatever use it may deem proper, including but not limited to, public distribution or dissemination of said information. The Offeror is notified that other conditions not disclosed herein under this Right of Entry Agreement will also apply. Should the results of the aforementioned engineering studies reveal conditions which adversely affect the use of the property as represented by the MDOT MAA, the Offeror, at their sole discretion, may rescind and revoke the Bid Offer.

The terms of the offer are such that the MDOT MAA, Office of Planning will consider it and a recommendation will be made to the MDOT MAA Executive Director and to the Board of Public Works (BPW). After all recommendations are received, the MDOT MAA Executive Director and the BPW shall decide to accept or reject the prevailing Bid Offer.

Given acceptance by the MDOT MAA Executive Director, and the BPW, the Offeror will be sent a “Notice of Acceptance” and the Offeror will be expected to close within ninety days. The ninety days is a usual and customary period of time, following approval, for the buyer to prepare for settlement. The estimated period of time to receive the executed deed back from the MDOT MAA Executive Director, and the BPW is approximately thirty days and at that time the successful bidder will be sent a “Notice of Acceptance” of the Bid Offer. The successful bidder is required to settle within ninety days of that notification. This time period or any terms and conditions can only be modified, in writing, by the MDOT MAA Office of Planning and any request for extension may be rejected without cause.

If the MDOT MAA or the BPW rejects the Bid Offer, all deposit monies will be returned to the Offeror and the property may be disposed of in whatever manner the MDOT MAA may determine, without any further obligation to the Offeror.

Important Notice: All disclosure information contained herein is subject to independent verification by any and all interested parties; whereas, it is believed to be accurate it is in no way warranted.

Offeror Signature: _____

Date: _____

Easement language 1338 Hanover Road to be incorporated in the Deed

EASEMENT: There is hereby reserved to the Maryland Department of Transportation Maryland Aviation Administration, its successors and assigns, for the use and benefit of the public, an aviation easement for the right of flight for the passage of aircraft in the airspace above the surface of the premises hereby conveyed. This easement shall include the right to cause in said airspace any noise, vibrations, fuel particles, fumes, dust and all other effects that may enter the described air space which result directly or indirectly from the operations of the airport and/or interference with television, radio or other kinds of electrical reception inherent in the operation of any aircraft used for navigation or flight through the said airspace or landing at, taking off from, or operation of the Baltimore/Washington International Thurgood Marshall Airport.

- a. FURTHER, Grantees and their successors in interest with regard to the within described property shall be ineligible to receive any remuneration or other compensation or benefit under any governmental program of the State of Maryland designed to allay, abate, or compensate for the effects of aircraft noise and emissions in connection with the operation of the Airport.
- b. In accordance with Title 14 of the Code of Federal Regulations (CFR), Chapter 1, Subchapter E, (Airspace), Part 77, the maximum available height of any improvement, structure or natural object made, placed or grown on the property described and conveyed herein, when added to the ground elevation, cannot exceed an elevation of 293 feet above mean sea level (AMSL).
- c. Grantee shall not permit any activity on the property herein conveyed that will interfere with or create a hazard to airport operations, facilities, navigation or communications associated with Baltimore/Washington International Thurgood Marshall Airport.
- d. Grantee shall use the property herein conveyed in conformance with the noise compatibility regulations found in COMAR 11.03.03.03 as they may be amended and in conformance with the land use compatibility regulations found in 14 CFR, Part 150 as they may be amended.

AND THE GRANTEE HEREIN, by the acceptance of this deed, does hereby covenant and agree, on behalf of itself, its successors and assigns, to abide by and respect each and every reservation, restriction, condition, covenant and control set forth in this instrument of writing. It being the intention hereof to perpetuate all of the rights and privileges retained by the State of Maryland, to the use of the Maryland Department of Transportation Maryland Aviation, by this deed.

Offeror Signature : _____

Date : _____