

**TRANSFER AGREEMENT**  
(Cambridge Port Property)

THIS TRANSFER AGREEMENT (the "Agreement"), made effective as of the last date that this Agreement is signed and dated by a party hereto (the "Effective Date"), by and between **THE COMMISSIONERS OF CAMBRIDGE**, a body politic and political subdivision of the State of Maryland (the "Seller" or "City") and **CAMBRIDGE WATERFRONT DEVELOPMENT, INC.**, a Maryland non-stock economic development corporation (the "Buyer" or "CWDI") and/or assigns. Seller and Buyer (collectively the "Parties") hereby covenant and agree as follows:

**WITNESSETH**

WHEREAS, by virtue of a Quitclaim Deed dated August 15, 2014, and recorded among the Land Records of Dorchester County, Maryland at Liber A.J.C. No. 1221, folio 309, the City is the fee simple owner of all that parcel of land situate, lying, and being in the City of Cambridge, Dorchester County, Maryland, Tax Map 301, Parcel 5150, consisting of 11.826 acres of land, more or less, which property is further shown on the plat entitled "ALTA/ACSM Land Title Survey Cambridge Maryland Port Administration - Dorchester County, Maryland" dated June 20, 2013 (the "Port Property"); and

WHEREAS, CWDI was formed in July 2018 by the filing of Articles of Incorporation in furtherance of that certain Memorandum of Understanding dated April 4, 2018 (the "MOU"), as amended, by and between the City and Dorchester County, Maryland for purposes of collaboration and cooperation in the comprehensive planning and redevelopment of certain properties along and adjacent to the Cambridge waterfront extending from the Choptank River Bridge Fishing Pier/Gateway to Cambridge Creek (the "Waterfront Planning Envelope") for the betterment of Cambridge, Dorchester County, and the region; and

WHEREAS, the Board of Directors of CWDI is charged with planning, promoting, and facilitating the redevelopment and mixed utilization of those certain properties within and some adjacent to the Waterfront Planning Envelope, comprising roughly 40 acres, all such parcels of land situate, lying and being in Cambridge as shown on Exhibit A hereto, including the Port Property (Parcel 5150); and

WHEREAS, the comprehensive planning efforts undertaken by CWDI are reflected in the Concept Master Plan Draft prepared by BCT Design Group (the "Draft Master Plan") attached and incorporated herein as Exhibit B; and

WHEREAS, the Port Property is an integral parcel within the Waterfront Planning Envelope so in November 2019 the City and CWDI entered into a Letter of Intent setting forth the intention of CWDI to accept the transfer of the Port Property from the City in furtherance of CWDI's mission and subject to the approval of the State of Maryland (the "State") pursuant the terms and conditions of the State's prior transfer of the Port Property to the City in 2014;

WHEREAS, in accord with the spirit of said Letter of Intent and MOU, CWDI did undertake due diligence and did negotiate with the City throughout 2020 the basic terms of a definitive agreement regarding the Port Property, with no final agreement approved by the former City Commissioners before their terms ended in January 2021; therefore, CDWI has continued negotiations in furtherance of the Letter of Intent and MOU with the newly elected Mayor and City Commissioners, with the latest terms and conditions embodied in this Agreement, including the Additional Covenants provided in Exhibit C; and

WHEREAS, the “Gateway Property” (comprised of three parcels totaling approximately 1.15 acres west of Route 50 acquired by the City with the assistance of Sailwinds Park, Inc. circa 2014-2016) is an integral parcel within the Waterfront Planning Envelope so when considering transfer of the Port Property to CWDI, the City and CWDI agreed to also negotiate a transfer agreement whereby CWDI would accept the transfer of the Gateway Property from the City in furtherance of CWDI’s mission, which is consistent with the Sailwinds Park, Inc. mission, and subject to all mandates and covenants that run with the Gateway Property; and

WHEREAS, during a meeting of the City Commissioners on December 14, 2020, a form of Transfer Agreement regarding the Gateway Property was unanimously approved and executed by then Mayor Victoria Jackson-Stanley. In the mutual interest of coinciding the Gateway Property transfer and Port Property transfer timelines for purposes of facilitating State approvals and closings, and to enable the newly elected City Mayor and Commissioners to consider proposed property transfers to CWDI wholistically, said Transfer Agreement approved by the City was not executed by CWDI; and

WHEREAS, concomitant with this Agreement, the City and CWDI intend to enter into a Transfer Agreement providing for the transfer of the Gateway Property to CWDI in furtherance of CWDI’s comprehensive planning and redevelopment of properties within the Waterfront Planning Envelope.

NOW, THEREFORE, for and in consideration of the mutual covenants herein set forth and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, the Seller and Buyer do hereby agree as follows:

1. AGREEMENT OF SALE AND PURCHASE: Subject to the terms and conditions set forth in this Agreement, Seller hereby agrees to sell and Buyer hereby agrees to purchase from Seller the real property and improvements and rights as more particularly described in Section 2 hereof (the “Property”).

2. PROPERTY DESCRIPTION: The Property includes and is described as follows:

(a) All that lot or parcel of land owned by the City situate, lying, and being in the City of Cambridge, Dorchester County, Maryland, Tax Map 301, Parcel 5150, consisting of 11.826 acres of land, more or less, by virtue of a Quitclaim Deed dated August 15, 2014, and recorded among the Land Records of Dorchester County, Maryland at Liber A.J.C. No. 1221, folio 309 which property is further shown on the plat entitled “ALTA/ACSM Land Title Survey Cambridge Maryland Port Administration Dorchester County, Maryland” dated June 20, 2013, including:

(b) Approximately 7.3 acres of the Property being subject to a Lease Agreement between the City and Sailwinds West, Inc. (the "Governor's Hall Lease").

(c) Approximately 2.6 acres of the Property being subject to a Lease Agreement between the City and Yacht Maintenance Company, Inc./Cambridge Shipyard Facility, Inc. (the "Shipyard Lease").

(d) Approximately 0.431 acres of the Property that was substantially improved by the City in 2015-2016 with upgrades to the deep-water wharf and adjacent promenade (the "Deep Wharf and Promenade").

(e) The Property to be transferred to CWDI is:

- (i) inclusive of the Deep Wharf and Promenade;
- (ii) subject to the Governor's Hall Lease and the Shipyard Lease, and
- (iii) subject to certain State Mandates and Covenants (as hereinafter defined in Section 6).

(f) The Property includes:

- (i) all and singular the rights, alleys, ways, tenements, hereditaments, easements, appurtenances, passages, waters, advantages and privileges now or hereafter appertaining to the Property or any part thereof;
- (ii) all improvements, structures, and buildings including, fixtures and equipment, if any, located on the Property except as expressly provided herein; and
- (iii) such other rights, interests, and properties as may be specified in this Agreement to be sold, transferred, assigned, or conveyed by Seller to Buyer.

3. **PURCHASE PRICE:** The purchase price (the "Purchase Price") to be paid by Buyer to Seller for the Property is FIVE AND 00/100 DOLLARS (\$5.00). At the Closing, Buyer shall pay the Purchase Price by cash, certified funds, or electronic funds transfer. The Parties have agreed that the adequacy of the Purchase Price reflects CWDI's agreement to abide by and be burdened by the terms and provisions of the State Mandates and Covenants and other conditions contained in this Agreement.

Recognizing the terms and conditions of the State Transfer Agreement and Covenants defined in Section 6 herein, the City and CWDI promise to cooperate in seeking the State's waiver of the Provisions for Determining Fair Market Value of the Property as specified in Exhibit B of the State Transfer Agreement.

4. **DEPOSIT:** No deposit is required.

5. **PAYMENT OF THE PURCHASE PRICE:** The Purchase Price shall be paid by Buyer to Seller at the Closing as follows:

(a) Payment by Escrow Agent of the Deposit as Buyer may direct.

(b) A cashier's or title company check or wire transfer to Seller in an amount equal to the balance of the Purchase Price net of the adjustments as are provided for herein.

6. STATE MANDATES AND COVENANTS; CITY CONDITIONS: Pursuant to the terms and conditions of the 2014 transfer of the Port Property from the State to the City:

(a) Any deed or other instrument pursuant to which fee simple ownership of the Property, or any portion thereof, is transferred from the City to CWDI, and any subsequent development or use thereof, shall be expressly subject to the terms and conditions set forth in the following:

(i) the Transfer Agreement approved by the Board of Public Works for the State on April 30, 2014 between the City and State, acting through the Maryland Department of Transportation, acting on its own behalf and on behalf of its modal administration, the Maryland Port Administration, and all exhibits thereto (the "State Transfer Agreement") which are incorporated by reference; and

(ii) the Declaration of Covenants and Restrictions dated April 15, 2014 and recorded among the Land Records for Dorchester County, Maryland in Liber A.J.C. No. 1221, Folio 299 (the "Covenants") which are incorporated by reference.

(b) CWDI agrees to assume the risk and responsibility that the terms and conditions of any subsequent development, use or transfer of the Property, in whole or in part, complies with the terms and conditions of the State Transfer Agreement and Covenants.

(c) The Property transfer contemplated hereunder is subject to review and approval by the State in accordance with the State Transfer Agreement and Covenants.

(d) The limitations on the use of proceeds from any Port Property sales by the CWDI pursuant to the 2014 State and City Port Property Transfer Agreement shall apply unless waived by the State.

(e) City Conditions. Any subsequent transfer of the Property, in whole or in part, shall be subject to protections to ensure strict compliance with the State Mandates and Covenants, and no portion of the Property may be transferred unless the proposed use of the subject parcel(s) is "shovel ready" (with permits, financing and groundbreaking within 90-days of closing) and consistent with the approved Master Plan for the Waterfront Planning Envelope, as amended with the passage of time, advancements in knowledge and wherewithal.

(f) Additional Covenants. See Exhibit C.

7. DUE DILIGENCE PERIOD:

(a) Seller hereby agrees that Buyer shall have a period of thirty (30) days from the Effective Date in which to undertake such studies and investigations of the Property as Buyer deems necessary or appropriate in its sole discretion and to obtain State approval of the Property transfer as agreed by the Parties (the "Due Diligence Period"). Seller hereby grants to Buyer and its affiliates, employees and agent's reasonable access to the Property during the Due Diligence Period to conduct such studies, tests and evaluations as Buyer may elect, provided, however, that such access shall not unreasonably interfere with the business activities of Seller's tenants. In the event Buyer determines that the Property is not suitable for any reason in Buyer's sole discretion or Buyer does not wish to proceed with the transaction described herein, Buyer shall have the right and option to terminate this Agreement upon written notice delivered to Seller prior to the expiration of the Due Diligence Period, in which case neither party shall have any further liability to the other.

(b) The Buyer agrees that all such tests and inspections conducted by Buyer and its agents shall be conducted at the expense of the Buyer. The Buyer agrees to indemnify and hold Seller harmless from and against any claim, suit, or damage arising out of the Buyer's or the Buyer's agents' entry, tests and inspections on or about the Property.

(c) Buyer may shorten or terminate the Due Diligence Period at any time in its sole discretion in order to accelerate the Closing Date as described in Section 14 hereof.

(d) Promptly after the Effective Date, the Seller shall deliver to the Buyer, at no cost to the Buyer, any of the following if in the possession of Seller: all plans and specifications, surveys, appraisals, agreements, including lease agreements, occupancy permits, licenses, zoning authorizations, environmental reports and other similar documents for the Property.

(e) During the Due Diligence Period, City and CWDI shall evaluate the assignment, assumption and/or refinancing of the outstanding bonds, loans or other financing agreements obligated by the City related to the Deep Wharf and Promenade in anticipation of CWDI assuming responsibility for such debt service.

8. COVENANTS OF SELLER: Seller hereby covenants and agrees as follows:

(a) Leases and Rents. Except as otherwise provided in this Agreement, from the Effective Date until the Closing Date, Seller shall not enter into any new leases of the Property, enter into any agreements applicable to the Property with any governmental authorities or grant any easements affecting the Property or impose any restrictions on the Property or otherwise encumber the Property, without the prior written consent of the Buyer.

(b) Notices. The Seller shall promptly give the Buyer copies of any written notices and correspondence received by Seller relating to the Property.

(c) Insurance. The Seller shall continue the insurance policies on the Property in force during the term of this Agreement. Buyer shall have the right, at the Buyer's option and expense, to obtain such insurance, or additional insurance, as shall be satisfactory to the Buyer.

(d) Condition of the Property. The Property is being transferred in "AS IS" condition without any warranties or representations except those specified herein. The Seller shall continue to maintain the Property in the same manner as prior to the Effective Date so as to ensure that the Property remains essentially in its present physical condition, normal wear and tear and damage by fire and other casualty excepted, between the Effective Date and the Closing Date.

(e) Assistance to Buyer in Seeking Governmental Approvals. To the extent that CWDI wishes to seek any governmental approvals relating to planning and zoning requirements including site plan approval, critical area matters, building permit matters, and similar approvals affecting the intended use of the Property, City agrees to cooperate with CWDI in seeking such approvals and agrees to sign such authorizations as may be required to enable CWDI to seek such governmental reviews and approvals so long as any such approvals are not effective until after Closing. Likewise, the Parties shall cooperate in obtaining the timely approval of the State as specified in Section 6. Seller acknowledges that RAR Brewing Company and Cambridge Yacht Maintenance have expressed interest in locating to a portion of the Property and that such uses are expressly permitted under the approved Master Plan.

9. REPRESENTATIONS AND WARRANTIES OF SELLER: Seller represents and warrants to Buyer as of the date hereof and as of the Closing Date as follows:

(a) Good Standing. Seller is a body politic and municipal corporation under the laws of the State of Maryland.

(b) Authority. Seller has full power and authority to enter into this Agreement and to carry out the transactions contemplated hereby and Seller has taken all action necessary to authorize the execution, delivery and performance of this Agreement, the completion of the transactions contemplated hereby and the execution and delivery of any and all instruments necessary or appropriate in order to effectuate fully the terms and conditions of this Agreement.

(c) Binding Agreement. This Agreement has been duly and properly executed by Seller, constitutes the valid and legally binding obligation of Seller, and is fully enforceable against Seller in accordance with its terms.

(d) No Conflicting Agreements. There is (i) no provision of any existing mortgage, indenture, contract or agreement binding on Seller or affecting its property, other than the State Transfer Agreement, and (ii) no order of court binding on Seller or affecting any of its property, which would conflict with, be breached by or in any way prevent the execution, delivery, or performance of the terms of this Agreement. No default or breach exists under any right-of-way, easement, covenant, restriction, condition, license, or other encumbrance affecting the Property, either as the servient or dominant estate.

(e) Leases or License Agreements. As specified in Section 2, the Property to be transferred is subject to the Governor's Hall Lease and the Shipyard Lease. Said leases will be assigned by the City to CWDI.

(f) No Condemnation Pending. Seller has received no notice of any pending condemnation or similar proceeding affecting the Property, or any portion thereof, nor has Seller knowledge that any such action is threatened or contemplated.

(g) Pending Litigation. To the best of Seller's knowledge, there are no legal actions, suits, or other legal or administrative proceedings, including condemnation cases, pending or threatened against the Property.

(h) Utilities. All utility services necessary for the use of the improvements constructed on the Property for their current purposes are presently connected to the Property.

(i) Hazardous Materials. To Seller's knowledge, except for cleaning and maintenance supplies commonly used in connection with the operation of properties such as the Property, there has been no release, manufacture, storage, or disposal of any substance or material at the Property, the generation, storage or disposal of which is regulated under the Comprehensive Response, Compensation and Liability Act, 42 USC Section 9601 et seq., or any comparable law, regulation or order of any governmental body, and no previous owner has stored, generated or disposed of any such material at the Property. Seller has not received any complaint order, citation, or notice from any person, government, or entity which regard to environmental matters affecting the Property. To Seller's knowledge, no underground storage tanks of any kind or any nature are currently located within the boundaries of the Property.

(j) Boundary Lines. To the best of the Seller's knowledge, the improvements constructed on the Property are completely within the boundary lines of the Property and do not violate any setback requirements and no structures or improvements of any kind encroach on the Property.

(k) Mechanics' Liens. No work has been done or will be done, and no materials have been or will be supplied, to the Property by or for the benefit of the Seller that will enable or permit the filing of a mechanic's lien or any other lien against the Property.

(l) Survival. The representations and warranties made by Seller contained in this Agreement shall survive the Closing (as hereinafter defined) and shall not merge with the deed conveying the Property to Buyer, and acceptance of possession of the Property by Buyer at closing shall not be deemed a waiver of Seller's obligation to deliver the Property in the condition set forth herein.

10. REPRESENTATIONS AND WARRANTIES OF BUYER: Buyer represents and warrants to Seller as of the date hereof and as of the Closing Date as follows:

(a) Good Standing. Buyer (or, at Closing, its permitted assigns) is duly organized, validly existing, and in good standing under the laws of the state in which it was organized and the states in which it is authorized to do business.

(b) Authority. Buyer has full power and authority to enter into this Agreement and to carry out the transactions contemplated hereby and Buyer has taken all action necessary to authorize the execution, delivery and performance of this Agreement, the completion of the

transactions contemplated hereby and the execution and delivery of any and all instruments necessary or appropriate in order to effectuate fully the terms and conditions of this Agreement.

(c) Binding Agreements. This Agreement has been duly and properly executed by Buyer, constitutes the valid and legally binding obligation of Buyer, and is fully enforceable against Buyer in accordance with its terms.

(d) Survival. The representations and warranties made by Buyer contained in this Agreement shall survive the Closing and shall not merge with the Deed conveying the Property to Buyer.

(e) Covenant Enforcement. After Closing, CWDI shall regularly and at least semi-annually evaluate compliance with applicable State Mandates, Covenants and City conditions.

11. CONDITIONS PRECEDENT TO CLOSING: The Parties' obligations hereunder to complete Closing shall be conditioned upon the satisfaction (or each party's written waiver thereof) of each of the following conditions precedent:

(a) Title. Title to the Property shall be conveyed to Buyer at Closing free of liens, encumbrances, judgments, leases, covenants, conditions, restrictions and rights-of-way except the Permitted Encumbrances (as herein defined); and title is to be merchantable and good of record and insurable at standard rates by a recognized title insurance company licensed to do business in the State of Maryland. For purposes of this Agreement, Permitted Encumbrances shall mean the following (collectively, the "Permitted Encumbrances"):

(i) any and all instruments and matters of record on the date hereof to which Buyer has not objected, other than any mortgage, deed of trust or judgment lien, lien for unpaid taxes due as of the date of Closing, or other lien upon such title, each of which the Seller shall cause to be released at or before Closing;

(ii) the State Mandates and Covenants per Section 6;

(iii) easement(s) and rights-of-way for the benefit of the City and public access in connection with the Deep Wharf and Promenade; and

(iv) the Governor's Hall Lease and the Shipyard Lease.

If Seller shall be unable to give title or to make conveyance as herein provided, then Seller shall utilize its best efforts and take such steps and actions, at Seller's expense, to remove any title defect and the time for the consummation of the transactions contemplated by this Agreement shall be extended thirty (30) days. If Seller is unable to remove such title defect within the above described thirty (30) day period, then, at the option of Buyer, this Agreement shall become null and void and the Deposit, shall be promptly refunded to Buyer and neither party shall have any further liability to the other hereunder. Buyer may, nevertheless, accept such title as Seller may be able to convey and transfer without a reduction in the Purchase Price.



(b) Satisfactory Completion of Due Diligence Period. Buyer did not give notice to Seller of its election to terminate this Agreement prior to the expiration of the Due Diligence Period.

(c) Debt Service re Deep Wharf and Promenade. Parties have a written agreement regarding the assignment, assumption and/or refinancing of the outstanding bonds, loans or other financing agreements obligated by the City related to the Deep Wharf and Promenade per Section 7(e).

(d) State Approval. Parties have written notification of State approval as specified in Section 6.

(e) Correctness of Representations and Warranties. The representations and warranties of the Parties set forth herein shall be true on and as of the Closing Date with the same force and effect as if such representations and warranties had been made on and as of the Closing Date. The Parties, by consummating the transaction contemplated hereby, shall be deemed conclusively to have certified at the Closing that all such representations and warranties were materially true on and as of the Closing Date.

(f) Condition of Property. The Property shall be in substantially the same condition on the Closing Date as existed on the Effective Date, normal wear and tear excepted.

(g) Time Period to Satisfy Conditions Precedent. If the conditions precedent set forth in this Section 11 have not been satisfied by the times specified herein, and no extension(s) has been agreed to by the Parties, this Agreement shall become null and void and there shall be no further liability by either of the Parties to the other hereunder.

12. CONDEMNATION: If after the date of this Agreement and prior to the Closing all or a part of the Property is taken by eminent domain or condemnation (or sale in lieu thereof), Buyer may by written notice to Seller elect to cancel this Agreement prior to the Closing whereupon Seller and Buyer shall have no further liability to the other hereunder. If no such election is made, this Agreement shall remain in full force and effect and the transactions contemplated herein, less any interest taken by eminent domain or condemnation, shall be consummated as herein provided, without reduction of the Purchase Price, but all condemnation awards or payments shall be paid or assigned to the Buyer at Closing.

13. RISK: The Property shall be held at the sole risk of Seller until legal title has passed to Buyer and Seller assumes all loss or damage to the Property until the Closing.

14. CLOSING: The consummation of the transaction contemplated by this Agreement ("Closing") shall take place on or before June 30, 2021 ("Closing Date") at a location mutually agreed to by the Parties, with MacLeod Law Group, LLC designated as the Closing agent (the "Closing/Escrow Agent"). The Closing/Escrow Agent is authorized to receive, deposit, and distribute funds for the Parties; prepare and obtain execution of escrow instructions, closing documents, and instruments evidencing the terms and conditions of this transaction as are required for the Closing; and conduct the Closing and provide for recording of the documents. The Closing Date is subject to extension for purposes of State Approval per Section 6.

15. TAXES AND CLOSING COSTS: Taxes and all other charges on an annual basis will be adjusted as of the Closing. SECTION 14-104 OF THE REAL PROPERTY ARTICLE OF THE ANNOTATED CODE OF MARYLAND PROVIDES THAT, UNLESS OTHERWISE NEGOTIATED IN THE CONTRACT OR PROVIDED BY LOCAL LAW, THE COST OF ANY RECORDATION TAX OR ANY STATE OR LOCAL TRANSFER TAX SHALL BE SHARED EQUALLY BETWEEN BUYER AND SELLER. Pursuant to negotiations, all transfer taxes and documentary stamps, to the extent applicable given the governmental and tax-exempt status of the Parties, shall be paid by Buyer, to the extent applicable to the transfer contemplated herein between tax-exempt entities.

All costs of title examination of the Property and the premiums payable for title insurance purchased by Buyer, if any, costs of preparation of the deeds and any other documents necessary or advisable to consummate the transaction contemplated hereunder and any recording fees, and notary fees shall be paid by Buyer.

16. FURTHER ASSURANCES. In addition to the obligations required to be performed hereunder by each party at Closing, the Parties agree to perform such other acts, and to execute, acknowledge, and/or deliver subsequent to the Closing such other instruments, documents, and other materials, as the other party may reasonably request in order to consummate the transactions contemplated hereunder.

17. PRORATION OF TAXES, UTILITIES AND RENT.

(a) Taxes. Annual real estate taxes shall be prorated and adjusted between the Parties as of the Closing Date. In the event that there are other real estate taxes, special and other assessments, pay-back agreements, and tax liens due and owing as of the Closing Date with respect to the Property, Seller shall pay such tax liabilities.

(b) Utility Charges. All charges for water, sewer service, gas, electricity, telephone service and other public utility services furnished to any or all of the Property for the Seller's account shall be adjusted between the Seller and the Buyer as of the date of Closing (the "Adjustment Date"). If there are meters on the Property measuring the consumption of water, gas or electric current, the Seller shall, not more than one (1) day before the Adjustment Date, cause such meters (for utilities for which the Seller, and not any tenant, is directly responsible to the provider thereof) to be read, and shall pay all utility bills for service rendered before such readings promptly on the Seller's receipt of such bills.

(c) Rent. Rent due under any lease or license agreement shall be adjusted and apportioned as of the Closing Date.

18. POSSESSION: Possession of the Property shall be given by Seller to Buyer upon completion of the Closing.

19. DEFAULT: The Parties are required and agree to make full Closing in accordance with the terms of this Agreement and acknowledge that failure to do so constitutes a breach hereof. If either party fails to make full Closing or is in default due to its failure to comply with the terms, covenants and conditions of this Agreement, the non-breaching party is entitled to pursue such

rights and remedies as may be available at law or in equity, including without limitation, an action for specific performance of this Agreement. If either party defaults, the party committing the default, whether Buyer or Seller, shall reimburse the non-defaulting party for costs, including reasonable attorney's fees, incurred as a result of the default.

20. **ASSIGNMENT:** This Agreement may be assigned by CWDI with the approval of the City. This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and assigns.

21. **BROKERS AND AGENTS:** Seller and Buyer represent and warrant to each other that no real estate agent or broker is entitled to a commission in connection with the transactions set forth herein. The Parties shall each defend and indemnify the other against all claims and liabilities for any commissions or other compensation in connection with this matter arising through the indemnifying party.

22. **NOTICES:** Any notice to be given or to be served upon any party hereto, in connection with this Agreement, must be in writing, and may be given by hand delivery, facsimile transmission or certified mail. In the case of certified mail, the notice shall be deemed to have been given and received when a certified letter containing such notice, properly addressed, with postage prepaid is deposited in the United States mails; and if given otherwise than by certified mail, it shall be deemed to have been given when delivered to and received by the party to whom it is addressed. Such notice shall be given to the Parties hereto at the following addresses:

**SELLER:**                   The Commissioners of Cambridge  
                                  c/o Mayor and City Manager  
                                  410 Academy Street  
                                  Cambridge, Maryland 21613

**BUYER:**                    Cambridge Waterfront Development, Inc.  
                                  c/o President and Executive Director  
                                  5263 Bucktown Road  
                                  Office No. 2 - Mailbox No. 5  
                                  Cambridge, Maryland 21613

Any party hereto may, at any time by giving five (5) business days written notice to the other party hereto, designate any other address in substitution of the foregoing address to which such notice shall be given and other parties to whom copies of all notices hereunder shall be sent.

23. **NOTICE CONCERNING THE CHESAPEAKE AND ATLANTIC COASTAL BAYS CRITICAL AREA:** Buyer is advised that all or a portion of the Property may be located in the "Critical Area" of the Chesapeake and Atlantic Coastal Bays, and that additional zoning, land use, and resource protection regulations apply in this area. The "Critical Area" generally consists of all land and water areas within 1,000 feet beyond the landward boundaries of state or private wetlands, the Chesapeake Bay, the Atlantic Coastal Bays, and all of their designated tidal tributaries. The "Critical Area" also includes the waters of and lands under the Chesapeake Bay, the Atlantic Coastal Bays, and all of their tidal tributaries to the head of tide. For information as

to whether the Property may be located within the Critical Area, the Buyer may contact the department of planning and zoning for the City of Cambridge, Maryland.

24. **OTHER PROVISIONS:**

(a) **Applicable Law.** It is the intention of the Parties hereof that all questions with respect to the construction of this Agreement and rights and liabilities of the Parties hereunder shall be determined in accordance with the laws of the State of Maryland.

(b) **Entire Agreement.** This Agreement embodies and constitutes the entire understanding among the Parties with respect to the transactions contemplated herein, and all prior or contemporaneous agreements, understandings, representations and statements, oral or written, are merged into this Agreement.

(c) **Modification.** Neither this Agreement nor any provision hereof may be waived, modified, amended, discharged, or terminated except by an instrument in writing signed by the party against which the enforcement of such waiver, modification, amendment, discharge or termination is sought, and then only to the extent set forth in such instrument.

(d) **Headings.** Descriptive headings are for convenience only and shall not control or affect the meaning or construction of any provision of this Agreement.

(e) **Binding Effect.** The terms of this Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their successors and permitted assigns.

(f) **Counterparts.** This Agreement may be signed in counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute one and the same document.

(g) **Interpretation.** Whenever the context hereof shall so require the singular shall include the plural, the male gender shall include the female gender and the neuter, and vice versa.

(h) **Severability.** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

(i) **Joint and Several.** The obligations, liabilities and representations of Buyer specified in this Agreement are the joint and several obligations, liabilities and representations of each such person or entity and the term "Buyer" means each as well as all of them.

(j) **Representations.** Any representation, warranty, covenant or agreement made herein shall be deemed to be material and to have been relied upon by the party to whom it is made.

(k) Time of Essence. Time is of the essence of this Agreement.

(l) Scope of Agreement. Covenants of cooperation herein notwithstanding, this Agreement is not intended to limit the exercise of police powers of the City, to limit the operation of the City government, or to guarantee the outcome of any administrative process. Unless otherwise specifically provided in writing, this Agreement shall be subject to all duly enacted laws and properly adopted governmental regulations, now or hereafter existing and applicable.

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IN WITNESS WHEREOF, the Parties hereto have executed and sealed this Transfer Agreement as of the dates written; provided, however, that for the purpose of determining the Effective Date, as used in this Agreement, such date shall be the last date any of the Parties hereto executes this Agreement.

**SELLER:**

**CITY OF CAMBRIDGE, MARYLAND**

The Commissioners of Cambridge

WITNESS/ATTEST:

\_\_\_\_\_  
Patrick E. Comiskey  
City Manager

\_\_\_\_\_  
Andrew Bradshaw, Mayor (SEAL)

Date of Execution: \_\_\_\_\_

**BUYER:**

**CAMBRIDGE WATERFRONT  
DEVELOPMENT, INC.**

WITNESS/ATTEST:

\_\_\_\_\_  
Sandra Tripp-Jones  
Executive Director

\_\_\_\_\_  
Richard M. Zeidman, President (SEAL)

Date of Execution: \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
Patrick W. Thomas, Esq.  
City Attorney

Exhibit A - Waterfront Planning Envelope  
Exhibit B - Draft Master Plan  
Exhibit C - Additional Covenants

# Exhibit A

## WATERFRONT PLANNING ENVELOPE - PROPERTY BOUNDARY PLAT

1 inch = 300 feet

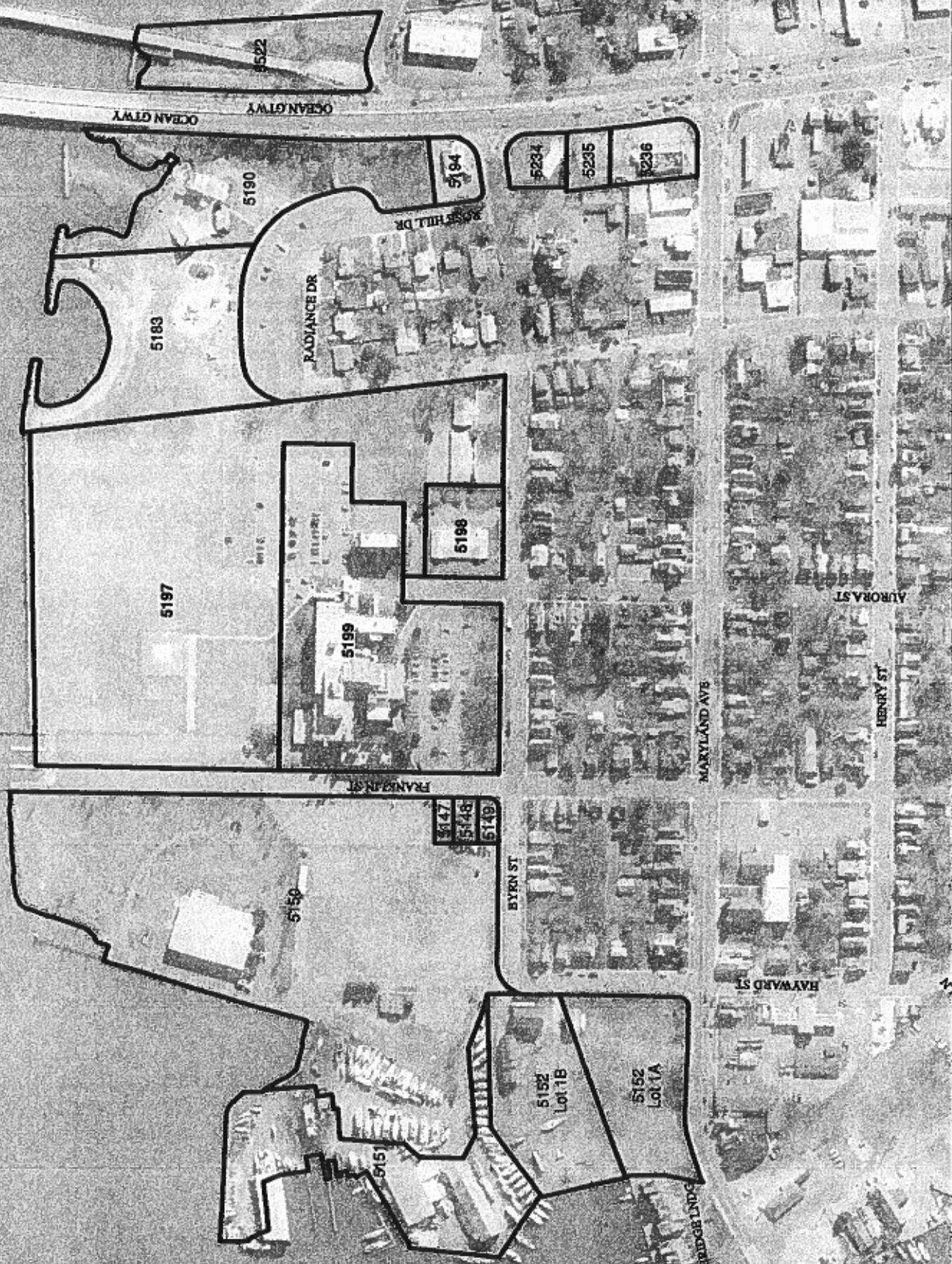
Mayor Andrew Bradshaw

Date

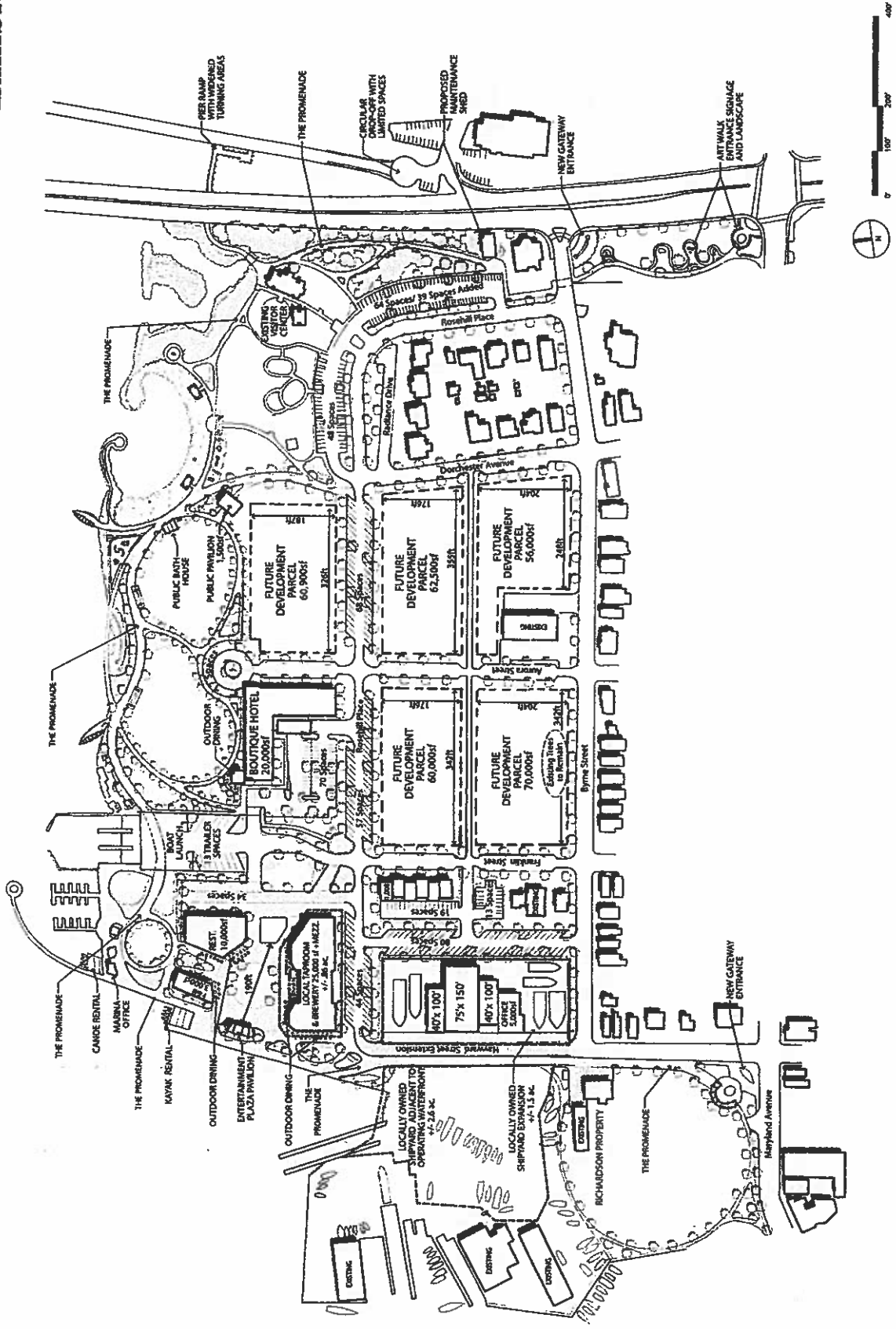
CWDI President Richard Zeidman

Date

This exhibit is for illustrative purposes only.



# Exhibit B



CONCEPT MASTER PLAN DRAFT  
 CAMBRIDGE WATERFRONT  
 05.30.21

Mayor Andrew Bradshaw

Date

CWDI President Richard Zeidman

Date



**TRANSFER AGREEMENT**  
(Cambridge Port Property)

**Exhibit C**  
Additional Covenants

IN ADDITION TO the covenants, restrictions and promises contained in the Agreement, and in furtherance of the MOU and Letter of Intent, the City and CWDI do hereby agree as follows:

1. Attached to and incorporated herein as Exhibit B is the Draft Master Plan for the development of the Waterfront Planning Envelope, which plan was approved by the City and CWDI and shall be subject to final approval by CWDI provided that the final Master Plan substantially conforms to the approved Draft Master Plan. Incorporated in the Master Plan is community input as reflected in Waterfront 2020, Cambridge R/UDAT, Cambridge Citizen Survey, and BCT Design Group studies.
2. The parcels within the Waterfront Planning Envelope will be subject to a Request for Proposals ("Developer RFP") process seeking a master developer and/or combination of individual project developers for all or portions of the Waterfront Planning Envelope, exclusive of any portions dedicated to public use and amenities under the Master Plan, which Master Plan shall be incorporated in the Developer RFP.
3. CWDI will use its best efforts to prepare, and issue said Developer RFP on or before Thursday, July 15, 2021 (the "RFP Issuance Date"). CWDI will administer the RFP process for a period of one hundred twenty (120) days after the RFP Issuance Date and following such 120-day period CWDI shall have the right in its sole and absolute discretion to select a developer(s) and to negotiate in good faith a definitive agreement for all or such portion of the Waterfront Planning Envelope, provided that such selected developer(s) submission is substantially consistent with the approved Master Plan and the uses described therein. A list of all responsive proposals will be released to the public with a summary of the proposals for a thirty (30) day public comment period prior to developer(s) selection. Once a developer(s) is selected (the "Developer Selection Date"), CWDI shall announce publicly the selection with a summary of the proposal and enter into negotiations for a definitive final agreement with the selected developer(s) for a period not to exceed sixty (60) days from the Developer Selection Date (the "Outside Date"). CWDI shall have the right to terminate any developer negotiations if a final definitive agreement is not reached on or before the Outside Date, as the same may be extended by CWDI. Any delay in the RFP Issuance Date shall automatically extend the Developer Selection Date.
4. CWDI will not transfer, subdivide, or encumber all or any portion of the Property until a definitive agreement with the initial selected developer(s) resulting from the Developer RFP process is entered into or the Outside Date, whichever shall first occur.

\_\_\_\_\_  
Mayor Andrew Bradshaw

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Date

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CWDI President Richard Zeidman

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Date