

and at and for such price or prices as may be mutually agreed upon by the Authority and the Board of Estimates of the Mayor and City Council of Baltimore, any and all of the right, title and interest which the Mayor and City Council of Baltimore now has or may hereafter have in and to any or all of the following:

(i) All of the land and property described in the Agreement dated December 29, 1926, entered into by and between the Mayor and City Council of Baltimore and the Western Maryland Railway Company, which was ratified by Ordinance No. 965, approved February 4, 1927, of the Mayor and City Council of Baltimore, and the Contract dated April 27, 1955, entered into by and between the aforementioned parties, which was ratified by Ordinance No. 1483, approved May 17, 1955, of the Mayor and City Council of Baltimore, which generally relate to the construction, improvement, addition to, and leasing of, the facilities now generally referred to as the McComas Street Terminal at Port Covington in the City of Baltimore, State of Maryland;

(ii) All of the land and property described in the contract dated August 4, 1944, entered into by and between the Mayor and City Council of Baltimore and the National Gypsum Company, which was ratified by Ordinance No. 133, approved August 29, 1944, of the Mayor and City Council of Baltimore, which generally relates to the construction of the structure now referred to as the National Gypsum Company Pier, located in the City of Baltimore, State of Maryland;

(iii) The structure and land appertaining thereto now generally known as the Broadway Pier, (Recreation Pier), located at the foot of Broadway in the City of Baltimore, State of Maryland.

(b) In the event the Authority and the Mayor and City Council of Baltimore are unable to mutually agree upon the terms and conditions and price for any of the aforesaid property the matter shall be referred to a Board of Arbitration consisting of three persons who shall be selected and appointed in the following manner: One such person shall be selected and appointed by the Authority, another such person shall be selected and appointed by the Board of Estimates of the Mayor and City Council of Baltimore, and the third such person shall be selected and appointed by the two persons first appointed within fifteen (15) days after the first two arbitrators have been appointed. In the event the two arbitrators first appointed do not select and appoint the third arbitrator within the said fifteen (15) day period then such third arbitrator shall be selected and appointed by the Governor of Maryland. When the party seeking arbitration has appointed its arbitrator and has served written notice to that effect on the other party, then such other party shall appoint its arbitrator within thirty (30) days after the receipt of said notice. In the event the Authority or the Board of Estimates, as the case may be, refuses or neglects to appoint its arbitrator within thirty (30) days after receiving the aforesaid notice, then the arbitrator appointed by the party seeking arbitration shall have the power and authority to proceed to review the entire matter which is the subject of controversy as if he were an arbitrator appointed by both parties for that purpose, and his decision shall be reported in writing to both parties and shall be final and binding on all parties concerned. The decision of such arbitrator shall be made within ninety (90) days after the Authority or the Board of Estimates, as the case may be, refuses or neglects to appoint an arbitrator. In case three (3)