

PROPOSED

COUNTY COUNCIL OF ANNE ARUNDEL COUNTY, MARYLAND

Legislative Session 2020, Legislative Day No. 23

Bill No. 50-20

Introduced by Ms. Pickard, Chair
(by request of the County Executive)

By the County Council, June 15, 2020

Introduced and first read on June 15, 2020
Public Hearing set for July 20, 2020
Bill Expires September 18, 2020

By Order: JoAnne Gray, Administrative Officer

A BILL ENTITLED

1 AN ORDINANCE concerning: Conveyance of Surplus Property – Unimproved County-
2 Owned Property Near Furnace Branch Road in Glen Burnie, Maryland

3
4 FOR the purpose of approving the terms and conditions of the conveyance of certain
5 County-owned property comprised of 11,865 square feet or 0.27 of an acre of land,
6 more or less, located near Furnace Branch Road in Glen Burnie, Maryland.

7
8 WHEREAS, the County owns a certain parcel of land located near Furnace Branch
9 Road in Glen Burnie, Maryland, more particularly described herein (the
10 “Property”); and

11
12 WHEREAS, by Resolution No. 4-20, the County Council approved a determination
13 by the County Executive that the Property be declared surplus; and

14
15 WHEREAS, the Property was appraised at a value of One Hundred Three Thousand
16 Dollars (\$103,000); and

17
18 WHEREAS, upon advertising and soliciting bids for the Property, the County
19 received one bid in the amount of One Hundred Five Thousand Dollars (\$105,000)
20 from Reliable Real Estate Services, LLC; and

21
22 WHEREAS, the County Executive has determined that the Property is not needed
23 for public use and that disposition of the Property for the sum of One Hundred Five
24 Thousand Dollars (\$105,000) and pursuant to the terms and conditions of the
25 Agreement of Sale, which is attached to this Ordinance as Exhibit A, would be in
26 the best interests of the County; and

1 WHEREAS, pursuant to § 8-3-204(f) of the County Code, the Council must
2 approve by ordinance any sale of property for which the purchase price is less than
3 ninety percent (90%) of its appraised value or which is appraised at \$50,000 or
4 more; and

5
6 WHEREAS, the County Council, by this Ordinance, authorizes the disposition of
7 the Property in accordance with the terms and conditions set forth in Exhibit A;
8 now, therefore,

9
10 SECTION 1. *Be it enacted by the County Council of Anne Arundel County, Maryland,*
11 That disposition of the Property described herein to Reliable Real Estate Services, LLC in
12 accordance with the terms and conditions set forth in Exhibit A is hereby approved:

13
14 All that piece or parcel of land, situate in the Second Councilmanic District of Anne
15 Arundel County, containing 11,865 square feet or 0.27 of an acre of land, more or less, and
16 being more fully described herein:

17
18 BEGINNING for the same at an iron bar here found at the beginning of the
19 eight (8th) or South 72°59'03" West, 90.04 feet line, as described in a deed
20 dated January 8, 1976 and recorded among the land records of Anne
21 Arundel County, Maryland, in Liber WGL 2825, at page 707, the following
22 course and distance, as now surveyed

23
24 1. South 72°56'48" West, 90.04 feet to a point, thence departing said deed
25 lines and running so as to cross in, through, over, under and across a part of
26 the property of the owner hereto, the following five (5) courses and
27 distances

28
29 2. North 23°52'59" East, 107.97 feet to a point, thence

30
31 3. South 66°09'49" East, 24.00 feet to a point, thence

32
33 4. North 23°50'11" East, 5.22 feet to a point, distant 1.83 feet from the face
34 of curb on Furnace Branch Road, as now known, thence continuing

35
36 5. South 66°09'49" East, 160.21 feet to a point in the sixth (6th) or South
37 24°22'59" West 69.86 feet line, as described in said deed, Liber WGL 2825,
38 at page 707, distant 54.35 feet from the end thereof, said point also being in
39 the sixth (6th) or North 24°35' East, 170.2 feet line, as described in a deed
40 recorded in the land records of Anne Arundel County, in Liber FAM 191,
41 at page 258, distant 154.82 feet from the beginning thereof, thence running
42 along and binding on said sixth (6th) deed line, Liber WGL 2825, at page
43 707, and also running reversely along and binding on said sixth (6th) deed
44 line, Liber FAM 191, at page 258, the following course and distance, as now
45 surveyed

46
47 6. South 24°21'52" West, 54.35 feet to an iron bar found at the beginning
48 of the seventh (7th) or North 66°04'31" West, 115.73 feet line, as described
49 in said deed, Liber WGL 2825, at page 707, thence departing said sixth (6th)

1 deed line, Liber WGL 2825, at page 707 and also said sixth (6th) deed line,
2 Liber FAM 191, at page 258 and running along and binding on said seventh
3 (7th) deed line, the following course and distance, as now surveyed
4

5 7. North 66°06'46" West, 115.73 feet to the point of beginning; containing
6 11,865 square feet or 0.27 of an acre of land, more or less.
7

8 Together with all improvements thereupon, and the rights, alleys, ways,
9 waters, easements, privileges, appurtenances and advantages belonging or
10 appertaining thereto. Subject to any and all easements and agreements of
11 record.
12

13 AND BEING part of that parcel of land conveyed to Anne Arundel County,
14 Maryland by Warren J. Cusack and Sonia S. Cusack, his wife, M. Gerald
15 Ackerman, Melvin E. Ackerman, Margaret M. Ackerman, Ackerman
16 Enterprises, Inc., a Maryland corporation, and Roland C. Marshall by deed
17 dated January 8, 1976 and recorded among the land records of Anne
18 Arundel County, Maryland in Liber WGL 2825, page 707.
19

20 SECTION 2. *And be it further enacted*, That this Ordinance shall take effect 45 days
21 from the date it becomes law.

AGREEMENT OF SALE

THIS AGREEMENT OF SALE made this _____ day of _____, 20____, by and between **ANNE ARUNDEL COUNTY, MARYLAND**, a body corporate and politic of the State of Maryland (hereinafter referred to as “Seller” or “County”) and **RELIABLE REAL ESTATE SERVICES, LLC** (hereinafter referred to as “Purchaser”).

WHEREAS, the Seller is the owner of all that property identified on Anne Arundel County Tax Map 0010, Grid 0001, Parcel 0203, consisting of approximately 0.27 acres of property, more or less, located at the intersection of Furnace Branch Road and Crain Highway in Glen Burnie, Maryland, 21061, and being part of the property described in a Deed dated January 8, 1976 and recorded among the Land Records of Anne Arundel County, Maryland in Liber WMB 2825, Folio 708, as more particularly described in Exhibit “A”, attached hereto and made a part hereof(“Property”); and

WHEREAS, the Anne Arundel County Council (“County Council”) in Resolution No. 4-20 approved a determination by the County Executive that the Property be declared surplus; and

WHEREAS, the value of the Property in the amount of \$103,000 was established by the average of two independent real estate appraisals and advertised for invitations to bid; and

WHEREAS, the bids were received and opened, and the highest bid of \$105,000 was accepted; and

WHEREAS, pursuant to Section 8-3-204(f) of the Anne Arundel County Code, the County Council is required to approve by ordinance the sale of property for which the purchase price is less than 90% of its appraised value or with an appraised value in excess of \$50,000; and

{00299437.DOCX; 2}

WHEREAS, the terms and conditions of this Agreement of Sale have been or are being presented to the County Council for approval by ordinance.

NOW THEREFORE WITNESSETH: That for and in consideration of One Hundred and Five Thousand Dollars (\$105,000.00), 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. Contingent upon the approval of the terms and conditions of this Agreement of Sale by ordinance of the County Council, 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, together with any and all improvements, appurtenances, rights, and privileges pertaining thereto.

2. The total purchase price for the Property and consideration for this Agreement of Sale shall be One Hundred and Five Thousand Dollars (\$105,000.00).

3. Seller shall execute this Agreement of Sale on or before **September 15, 2020**, after which time if execution does not occur, this offer to purchase made by Purchaser to Seller may become null, void, and of no effect at Purchaser's sole discretion.

4. Settlement shall be held at a location in Anne Arundel County, Maryland, designated by Purchaser. Settlement shall take place no later than sixty (60) days after this Agreement of Sale is ratified by all of the parties hereto. Purchaser shall give Seller at least seven (7) days' notice of the date and location of settlement. Possession of the Property shall be given to the Purchaser at settlement. Real estate taxes, general special taxes and rents, annual front foot benefit charges, special assessment tax, or other annualized charges of a like nature are to be {00299437.DOCX; 2}

adjusted to the date of settlement and thereafter assumed by Purchaser. Settlement costs, including any title examination, title insurance, tax certificates, recordation and transfer taxes, if any, are to be paid by Purchaser.

5. At the time of settlement, the Seller shall convey the Property free and clear of any encumbrances to Purchaser by a fee simple Deed. To the fullest extent possible, Seller shall cooperate with the attorney or title company handling settlement for Purchaser so that settlement may take place within the time frame set forth in Paragraph 4 of this Agreement of Sale. In the event that Seller is unable to convey such merchantable title to Purchaser at settlement as required herein, or Seller fails to promptly provide information to the attorney or title company handling settlement that is within Seller's control and that is necessary for settlement to take place as required by Paragraph 4, Seller, at Seller's sole discretion and expense, within seventy (70) days, may take such action as is required for the Property to be conveyed with good and merchantable title. In the event Seller does not do so within the 70-day period, Purchaser, at Purchaser's sole option, may purchase the Property at the consideration stated in Paragraph 2 hereof with any title defect or may declare this contract null, void, and of no effect.

6. The Property is sold "as is", and the County makes no assurances or representations as to the title to the Property or the condition of the Property or any improvements thereon.

7. Seller and Purchaser represent and warrant to each other that the person or persons executing this Agreement of Sale 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.

8. The Property shall be held at risk of loss of the Seller until execution and delivery {00299437.DOCX; 2}

of the Deed from Seller to Purchaser.

9. The parties represent and warrant to each other that they have not used the services of any broker, agent, or finder who would be entitled to a commission on account of this Agreement of Sale or the consummation of the transactions contemplated hereby, and each agrees to defend, indemnify, and hold the other harmless from any commission or fee which may be payable to any broker, agent, or finder with whom the indemnifying party has dealt in connection with the Property or this Agreement of Sale.

10. All notices under this Agreement of Sale 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 SELLERS: Anne Arundel County
Office of Real Estate
2660 Riva Road, 3rd Floor
Annapolis, MD 21401
- WITH COPY TO: Central Services Officer
2660 Riva Road, 3rd Floor
Annapolis, MD 21401
- IF TO PURCHASER: Reliable Real Estate Service, LLC
214 Evergreen Road
Gambrills, MD 21054

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

11. This Agreement of Sale contains the full, final, and entire Agreement of Sale between the parties, and neither the parties nor their successors or assigns shall be bound by any terms, conditions, or representations not included herein.

12. If any term, condition, or covenant of this Agreement of Sale shall be declared {00299437.DOCX; 2}

invalid or unenforceable, the parties hereto may mutually agree that the remainder of the Agreement of Sale shall remain valid and enforceable.

13. The laws of the State of Maryland shall govern this Agreement of Sale, and any action arising out of or related thereto shall be brought exclusively in a court of competent jurisdiction located in Anne Arundel County, Maryland.

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

Signature pages to follow

IN WITNESS WHEREOF, the parties hereto have executed this Agreement of Sale and affixed their seals hereto on the date and year first above written.

ATTEST:

SELLER:

ANNE ARUNDEL COUNTY, MARYLAND

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

Date

**APPROVED AS TO FORM AND LEGAL SUFFICIENCY
GREGORY J. SWAIN, COUNTY ATTORNEY**

By: _____
Christine B. Neiderer, Assistant County Attorney

Date

APPROVED:

By: Christine A. Romans
Central Services Officer

Date

WITNESS:

PURCHASER:
Reliable Real Estate Service, LLC

DocuSigned by:

John Dixon

By: _____
F484C0988D154D8...

Print Name: John Dixon

Title: Vice President

Date: 6/8/2020

Exhibit "A"

METES AND BOUNDS DESCRIPTION

{00299437.DOCX; 2}

EXHIBIT 'A'

DESCRIPTION OF

**A PART OF THE PROPERTY OF
ANNE ARUNDEL COUNTY, MARYLAND
LIBER WGL 2825 FOLIO 707
BEING PART OF "FURNACE BRANCH ROAD RIGHT-OF-WAY"**FIFTH (5th) ASSESSEMENT DISTRICT
ANNE ARUNDEL COUNTY, MARYLAND

BEING a piece or parcel of land, variable in width, running in, through, over, under and across a portion of the property acquired by **ANNE ARUNDEL COUNTY, MARYLAND**, a body corporate and public of the State of Maryland, from **WARREN J. CUSAK** and **SONIA S. CUSAK**, his wife, **M. GERALD ACKERMAN, MELVIN E. ACKERMAN, MARGARET M. ACKERMAN, ACKERMAN ENTERPRISES, INC.**, a body corporation of the State of Maryland and **ROLAND C. MARSHALL**, by deed dated 8 January 1976 and recorded among the Land Records of Anne Arundel County, Maryland in **LIBER WGL 2825 at FOLIO 707**, being more particularly described in the datum of NAD 83, as follows

BEGINNING for the same at an iron bar here found at the beginning of the eighth (8th) or South 72°59'03" West, 90.04 feet line, as described in said deed, thence running along and binding on all of said deed line, the following course and distance, as now surveyed

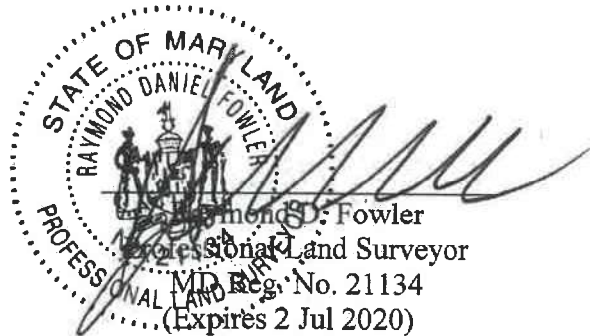
1. South 72°56'48" West, 90.04 feet to a point, thence departing said deed lines and running so as to cross in, through, over, under and across a part of the property of the owner hereto, the following five (5) courses and distances
2. North 23°52'59" East, 107.97 feet to a point, thence
3. South 66°09'49" East, 24.00 feet to a point, thence
4. North 23°50'11" East, 5.22 feet to a point, distant 1.83 feet from the face of curb on Furnace Branch Road, as now known, thence continuing
5. South 66°09'49" East, 160.21 feet to a point in the sixth (6th) or South 24°22'59" West, 69.86 feet line, as described in said deed, **LIBER WGL 2825 at FOLIO 707**, distant 54.35 feet from the end thereof, said point also being in the sixth (6th) or North 24°35' East, 170.2 feet line, as described in a deed recorded in **LIBER FAM 191 at FOLIO 258**, distant 154.82 feet from the beginning thereof, thence running along and binding on said sixth (6th) deed line, **LIBER WGL 2825 at FOLIO 707**,

and also running reversely along and binding on said sixth (6th) deed line, **LIBER FAM 191 at FOLIO 258**, the following course and distance, as now surveyed

- 6. South 24°21'52" West, 54.35 feet to an iron bar found at the beginning of the seventh (7th) or North 66°04'31" West, 115.73 feet line, as described in said deed, **LIBER WGL 2825 at FOLIO 707**, thence departing said sixth (6th) deed line, **LIBER WGL 2825 at FOLIO 707** and also said sixth (6th) deed line, **LIBER FAM 191 at FOLIO 258** and running along and binding on said seventh (7th) deed line, the following course and distance, as now surveyed
- 7. North 66°06'46" West, 115.73 feet to the point of beginning; containing 11,865 square feet or 0.27 of an acre of land, more or less.

Prepared without the benefit of a boundary survey or Title Report.

2 Nov 2018
Date



Raymond S. Fowler
Professional Land Surveyor
MD Reg. No. 21134
(Expires 2 Jul 2020)
Drum Loyka and Associates, LLC
1410 Forest Drive, Suite 35
Annapolis, Maryland 21403

A licensee either personally prepared this metes and bounds description or was in responsible charge over its preparation and the surveying work reflected in it, all in compliance with requirements set forth in COMAR, Title 09, Subtitle 13, Chapter 06 Minimum Standards of Practice

P:\FC10118\Descriptions\FC10118-Acquisition B.doc