

**FINAL**

AMENDED  
March 6, 2017

COUNTY COUNCIL OF ANNE ARUNDEL COUNTY, MARYLAND

Legislative Session 2017, Legislative Day No. 3

Bill No. 11-17

Introduced by Mr. Grasso, Chairman  
(by request of the County Executive)

By the County Council, February 6, 2017

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Introduced and first read on February 6, 2017  
Public Hearing set for and held on March 6, 2017  
Bill AMENDED and VOTED on March 6, 2017  
Bill Expires May 12, 2017

By Order: JoAnne Gray, Administrative Officer

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A BILL ENTITLED

1 AN ORDINANCE concerning: Conveyance of Surplus Property – Meade Village Water  
2 Tank Site, located at 1635 Meade Village Circle, Severn, Maryland  
3

4 FOR the purpose of approving the terms and conditions under which the County may  
5 convey certain County owned property known as and designated as Meade Village  
6 Water Tank Site, located at 1635 Meade Village Circle, Severn, Maryland, to the  
7 Housing Commission of Anne Arundel County.  
8

9 WHEREAS, the County owns a certain parcel of land known and designated as  
10 the Meade Village Water Tank Site, located at 1635 Meade Village Circle,  
11 Severn, Maryland, as described in a deed dated June 23, 1970 and recorded  
12 among the Land Records of Anne Arundel County in Book 2461, Page 515, and  
13 as further described in Exhibit A and depicted in Exhibit B, attached hereto,  
14 saving and excepting all easements and agreements of record (the “Property”);  
15 and  
16

17 WHEREAS, the County Council, by Resolution No. 65-16, approved a  
18 determination by the County Executive that the Property be declared surplus; and  
19

20 WHEREAS, the water tank on the Property has been decommissioned, and the  
21 County Executive has determined that the Property is not needed for public use  
22 and that private disposition of the Property to the Housing Commission of Anne

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EXPLANATION: Underlining indicates amendments to bill.  
~~Strikeover~~ indicates matter stricken from bill by amendment.

1 Arundel County, which owns the land surrounding the Property, for the sum of  
2 One Dollar (\$1.00) and pursuant to the terms and conditions of the Agreement of  
3 Sale, attached hereto as Exhibit C, would be in the best interests of the County;  
4 and

5  
6 WHEREAS, pursuant to § 8-3-204(g) of the Anne Arundel County Code, the  
7 County may make a private disposition of property no longer needed for public  
8 use, if the terms and conditions of such private disposition are first approved by  
9 ordinance of the County Council; and

10  
11 WHEREAS, the County Council, by this ordinance, authorizes the private  
12 disposition of the Property in accordance with the terms and conditions as set  
13 forth in Exhibit C; now therefore,

14  
15 SECTION 1. *Be it enacted by the County Council of Anne Arundel County,*  
16 *Maryland,* That a private disposition of the Property to the Housing Commission of Anne  
17 Arundel County in accordance with the terms and conditions as set forth in Exhibit C, is  
18 hereby approved.

19  
20 SECTION 2. *And be it further enacted,* That this Ordinance shall take effect 45 days  
21 from the date it becomes law.

AMENDMENT ADOPTED: March 6, 2017

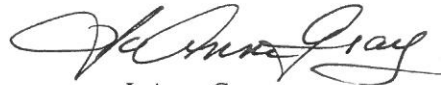
READ AND PASSED this 6<sup>th</sup> day of March, 2017

By Order:



JoAnne Gray  
Administrative Officer

PRESENTED to the County Executive for his approval this 7<sup>th</sup> day of March, 2017



JoAnne Gray  
Administrative Officer

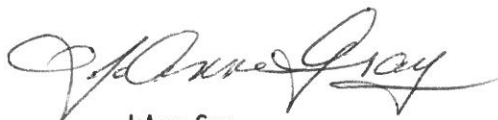
APPROVED AND ENACTED this 10<sup>th</sup> day of March, 2017



Steven R. Schuh  
County Executive

EFFECTIVE DATE: April 24, 2017

I HEREBY CERTIFY THAT THIS IS A TRUE AND CORRECT COPY OF BILL NO.  
11-17. THE ORIGINAL OF WHICH IS RETAINED IN THE FILES  
OF THE COUNTY COUNCIL.

A handwritten signature in cursive script, reading "JoAnne Gray". The signature is fluid and includes a long horizontal flourish at the end.

JoAnne Gray  
Administrative Officer

MEADE VILLAGE WATER TANK SITE

BEGINNING for the same at a point in the third line of the land described in the deed from Robert O. Warren and wife to Louis J. Grasmick and others, dated June 8, 1966 and recorded among the Land Records of Anne Arundel County in Liber L.N.P. 1980, page 475, at the distance of 1145.82 feet as measured along said line from the stone heretofore set at the beginning thereof, running thence binding on a part of said third line, (1) S 88° 50' 10" E 130.00 feet to the end thereof, thence binding on a part of the fourth line of the land herein referred to, (2) S 37° 21' 20" E 170.73 feet, thence for new lines of division six courses; (3) N 82° 54' 30" W 180.60 feet, (4) southwesterly, by a curve to the right with the radius of 312.00 feet, the distance of 161.82 feet, the chord of said arc being S 21° 56' 59" W 160.01 feet, (5) northwesterly, by a curve to the left with the radius of 50.00 feet, the distance of 12.60 feet, the chord of said arc being N 36° 15' 05" W 12.57 feet, (6) northeasterly, by a curve to the left with the radius of 300.00 feet, the distance of 151.93 feet, the chord of said arc being N 21° 36' 00" E 150.31 feet (7) N 82° 54' 30" W 45.00 feet, and (8) N 01° 09' 50" E 109.04 feet to the place of beginning. Containing 0.5382 of an acre of land.

2255

| NO. | ACRES | OWNER | EXEMPTION | TAXES |
|-----|-------|-------|-----------|-------|
| 107 | 0.00  | State | 1         | 0.00  |
| 108 | 0.00  | State | 1         | 0.00  |
| 109 | 0.00  | State | 1         | 0.00  |
| 110 | 0.00  | State | 1         | 0.00  |
| 111 | 0.00  | State | 1         | 0.00  |
| 112 | 0.00  | State | 1         | 0.00  |
| 113 | 0.00  | State | 1         | 0.00  |
| 114 | 0.00  | State | 1         | 0.00  |
| 115 | 0.00  | State | 1         | 0.00  |
| 116 | 0.00  | State | 1         | 0.00  |
| 117 | 0.00  | State | 1         | 0.00  |
| 118 | 0.00  | State | 1         | 0.00  |
| 119 | 0.00  | State | 1         | 0.00  |
| 120 | 0.00  | State | 1         | 0.00  |
| 121 | 0.00  | State | 1         | 0.00  |
| 122 | 0.00  | State | 1         | 0.00  |
| 123 | 0.00  | State | 1         | 0.00  |
| 124 | 0.00  | State | 1         | 0.00  |
| 125 | 0.00  | State | 1         | 0.00  |
| 126 | 0.00  | State | 1         | 0.00  |
| 127 | 0.00  | State | 1         | 0.00  |
| 128 | 0.00  | State | 1         | 0.00  |
| 129 | 0.00  | State | 1         | 0.00  |
| 130 | 0.00  | State | 1         | 0.00  |

**OWNERS' DEDICATION**

We, the undersigned, UP LANDS, INC. hereby adopt and dedicate to the public use, all of the above described lands for the use and purposes herein stated, and we warrant that the same are free from all claims and liens, and that we have the full power and authority to make such dedication.

*W. L. ...*  
*...*

**ENGINEER'S CERTIFICATE**

I hereby certify that the plan shown hereon is correct that it is a true and correct copy of the original plan as shown to me by the applicant, and that I am a duly licensed Professional Engineer in the State of Maryland.

*W. L. ...*  
Professional Engineer  
No. ...

Registration Board, Surveyors, 1922



FILED

NOV 12 1933 BOOK NO. 41 FOLIO 30

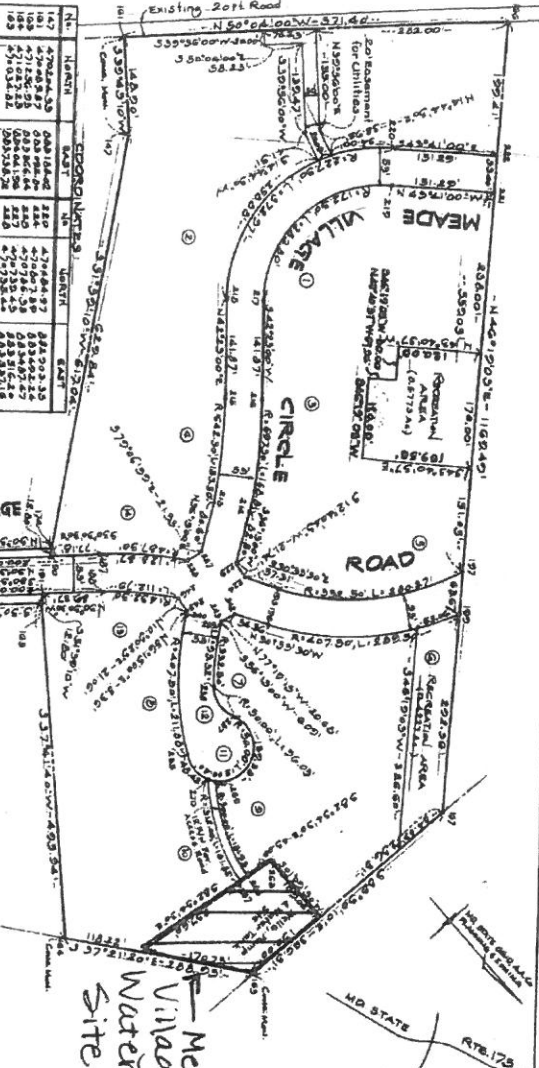
Meade Village  
SECTION 1  
APR 15 1930

APPROVED: *...*  
Zoning Officer

**NOTE**

The requirements of Section 26-A of Article 21 of the Annotated Code of Maryland (Title 26 of the Code) as they relate to the taking of this plan for the purpose of recording, have been complied with.

NOTE: All utilities including gas, electric, telephone and other lines shall be shown on the plan of this subdivision. Public Service Commission District Office, July 1, 1933



Meade Village  
Water Tank  
Site

LOCATION PLAN  
1:2000

| NO. | R.  | T.  | ACRES | OWNER | EXEMPTION | TAXES |
|-----|-----|-----|-------|-------|-----------|-------|
| 1   | ... | ... | ...   | ...   | ...       | ...   |
| 2   | ... | ... | ...   | ...   | ...       | ...   |
| 3   | ... | ... | ...   | ...   | ...       | ...   |
| 4   | ... | ... | ...   | ...   | ...       | ...   |
| 5   | ... | ... | ...   | ...   | ...       | ...   |
| 6   | ... | ... | ...   | ...   | ...       | ...   |
| 7   | ... | ... | ...   | ...   | ...       | ...   |
| 8   | ... | ... | ...   | ...   | ...       | ...   |
| 9   | ... | ... | ...   | ...   | ...       | ...   |
| 10  | ... | ... | ...   | ...   | ...       | ...   |
| 11  | ... | ... | ...   | ...   | ...       | ...   |
| 12  | ... | ... | ...   | ...   | ...       | ...   |
| 13  | ... | ... | ...   | ...   | ...       | ...   |
| 14  | ... | ... | ...   | ...   | ...       | ...   |
| 15  | ... | ... | ...   | ...   | ...       | ...   |

**NOTICE TO TITLE EXAMINERS**

This plan has been approved subject to an agreement dated the 12th day of November 1933 with the County of Calvert, Md., and recorded among the land records of the Calvert County, Md., as follows: ...

Anne Arundel County  
Office of Central Services  
Real Estate Division  
2660 Riva Road  
Annapolis, Maryland 21401

**AGREEMENT OF SALE**

**THIS AGREEMENT OF SALE** made this \_\_\_\_\_ day of \_\_\_\_\_, 2017, by and between **ANNE ARUNDEL COUNTY, MARYLAND**, a body corporate and politic of the State of Maryland (hereinafter referred to as “Seller”) and **HOUSING COMMISSION OF ANNE ARUNDEL COUNTY** (hereinafter referred to as “Purchaser”).

**WHEREAS**, the Seller is the owner of all that property as described in a deed dated June 23, 1970, and recorded among the Land Records of Anne Arundel County at Book 2461, Page 515, and as shown on a plat recorded among the Land Records of Anne Arundel County in Plat book 41, Page 30, and designated on the plat as “Wells, Pump & Water Tank Site”, containing 0.5382 acres, more or less, and designated as 1635 Meade Village Circle in Severn, Maryland (hereinafter referred to as the “Property”); and

**WHEREAS**, Purchaser wishes to acquire the property, which it has leased since approximately 2016; and

**WHEREAS**, the County Executive has determined that the property is not needed for public use and that a disposition of the property as proposed would be in the best interests of the County; and

**WHEREAS**, pursuant to § 8-3-204(g) of the Anne Arundel County Code, the County Executive may make a private disposition of property no longer needed for public use, if the public interest will be furthered by a private disposition and if the terms and conditions of such private

{00198124.DOC; 3}



disposition are first approved by ordinance of the County Council; and

**WHEREAS**, the County Executive has negotiated a private disposition, the property is no longer needed for public use, the public interest will be furthered by a private disposition, and the terms and conditions have been or are being presented to the County Council for approval by ordinance.

**NOW THEREFORE WITNESSETH:** That for and in consideration of One Dollar (\$1.00), 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 approval of the terms and conditions of this Agreement 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. The total purchase price for the Property shall be One Dollar (\$1.00).

2. Seller shall execute this Agreement of Sale on or before May 31, 2017, 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.

3. 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,

{00198124.DOC; 3}

special assessment tax, or other annualized charges of a like nature are to be 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.

4. At the time of settlement, the Seller shall convey the Property 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 3 of this Agreement. In the event that Seller is unable to convey such 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 3, 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.

5. The Deed and any subsequent deeds shall contain the following perpetual restriction on use of the Property:

"The Property shall be used and occupied solely as public housing by the Housing Commission of Anne Arundel County. The Purchaser shall not use or knowingly permit any part of the Property to be used for any unlawful purpose. Failure of the Purchaser and its successors, including any buyers or lessees of the Property, to abide by that term and condition shall cause the subject property to automatically revert to the Seller without any further action by the Seller or the Purchaser. By January 1 of

{00198124.DOC; 3}



each year, the Purchaser shall provide the Seller with certification and evidence of its use and occupancy of the Property solely as public housing for low and moderate income residents.”

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. If the Purchaser sells or leases the Property at any time, the Deed and all subsequent deeds shall contain the provision set forth in paragraph 5. of this Agreement of sale, such that it shall be a term of the agreement of sale or lease that the buyer or lessee shall use and occupy the Property solely as public housing for low and moderate income residents.

8. Time is of the essence of this Agreement.

9. Seller and Purchaser represent and warrant to each other that the person or persons executing this Agreement on behalf of each 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.

10. The Property shall be held at risk of loss of the Seller until execution and delivery of the Deed from Seller to Purchaser.

11. The parties warrant and represent 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 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.

{00198124.DOC; 3}

12. All notices under this Agreement 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: Office of Real Estate  
2660 Riva Road, 3<sup>rd</sup> Floor  
Annapolis, MD 21401

WITH COPY TO: Central Services Officer  
2660 Riva Road, 3<sup>rd</sup> Floor  
Annapolis, MD 21401

IF TO PURCHASER: Housing Commission of Anne Arundel County  
7477 Baltimore Annapolis Blvd #301  
Glen Burnie, MD 21061

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

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

14. If any term, condition, or covenant of this Agreement shall be declared invalid or unenforceable, the parties hereto may mutually agree that the remainder of the Agreement shall remain valid and enforceable.

15. The laws of the State of Maryland shall govern this Agreement.

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

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

**ATTEST:**

**SELLER:**  
**ANNE ARUNDEL COUNTY, MARYLAND**

\_\_\_\_\_

By: Mark D. Hartzell Date  
Title: Chief Administrative Officer

**WITNESS:**

**PURCHASER:**  
**HOUSING COMMISSION OF ANNE  
ARUNDEL COUNTY**

\_\_\_\_\_

BY:  
TITLE:

**APPROVED FOR FORM AND LEGAL SUFFICIENCY  
ANNE ARUNDEL COUNTY, MARYLAND  
NANCY McCUTCHAN DUDEN, COUNTY ATTORNEY**

By: \_\_\_\_\_  
Date

**APPROVED:**

\_\_\_\_\_  
Christine A. Romans Date  
Central Services Officer