

COUNTY COUNCIL OF WICOMICO COUNTY, MARYLAND

2018 Legislative Session

Legislative Day No. 02

Resolution No. 07-2018

Introduced by: The President of the Council at the request of the County Executive

A RESOLUTION TO AUTHORIZE THE COUNTY EXECUTIVE TO ACQUIRE 43.03 ACRES OF LAND, MORE OR LESS, LOCATED ALONG BRICK KILN ROAD, NORTHEAST OF ROCKAWALKIN ROAD, BEING SHOWN ON TAX MAP 37 AS PARCEL 186, FOR THE EXPANSION OF THE NEWLAND PARK LANDFILL.

WHEREAS, pursuant to Section 22-1 of Chapter 22, entitled "County-owned property" paragraph A, the County Executive is authorized, on behalf of and in the name of Wicomico County, Maryland, to acquire by purchase, lease, exchange, gift or condemnation for public purpose any real property or interest therein in the County; and

WHEREAS, the County Executive desires to purchase 43.03 acres of land, more or less, located along Brick Kiln Road, Northeast of Rockawalkin Road, being shown on Tax Map 37, as Parcel 186 for the expansion of the Newland Park Landfill; and

WHEREAS, Merrill G. Culver and Juanita D. Culver have agreed to sell said real property located along Brick Kiln Road, shown on Tax Map 37 as Parcel 186, for the purchase price of Six Hundred Seventy Thousand Dollars (\$670,000) AS PROVIDED IN THE CONTRACT OF SALE ATTACHED AS "EXHIBIT A".

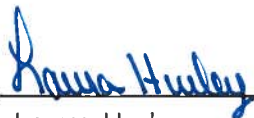
NOW, THEREFORE, BE IT RESOLVED, by the County Council of Wicomico County, Maryland that the County Executive be, and is hereby, authorized to acquire 43.03 acres of land, more or less, located along Brick Kiln Road, Northeast of Rockawalkin Road, being shown on Tax Map 37, as Parcel 186, at the purchase price of Six Hundred Seventy Thousand Dollars (\$670,000), for the expansion of the Newland Park Landfill.

NOW, THEREFORE, BE IT FURTHER RESOLVED, BY THE COUNTY COUNCIL OF WICOMICO COUNTY THAT THE CONTRACT OF SALE, IN SUBSTANTIALLY THE FORM ATTACHED HERETO AS "EXHIBIT A" AND MADE A PART HEREOF, IS HEREBY APPROVED.

Done at Salisbury, Maryland, this 16th day of January, 2018.

ATTEST:

COUNTY COUNCIL OF WICOMICO COUNTY, MARYLAND



Laura Hurley,
Council Administrator



John T. Cannon,
Council President

CERTIFICATION

This Resolution was Adopted , Adopted with Amendments , Failed , Withdrawn by the County Council on January 16, 2018.

Certified by 
Laura Hurley, Council Administrator



CONTRACT OF SALE

THIS CONTRACT OF SALE is between Merrill G. Culver and Juanita D. Culver, husband and wife whose address is 3622 Union Church Road, Salisbury, Maryland ("Sellers") and Wicomico County, Maryland ("Buyer").

The parties agree as follows:

1. **Property** ("Property") to be sold by Sellers to Buyer:

43.03 ± acres identified as Parcel 186 on Tax Map 37 on Brick Kiln Road, Salisbury, Maryland and being Item 5 described in a deed from Merrill G. Culver to Merrill G. Culver and Juanita D. Culver recorded at Book 4267, Page 68 in the land records of Wicomico County, Maryland (attached as Exhibit A).
2. **Purchase Price:** \$670,000.
3. **Settlement Date.** On or before July 1, 2018.
4. **Contingencies.** This contract is contingent upon:
 - a. The completion of an environmental study of the Property. If the results of the study are not satisfactory to Buyer, Buyer may void the contract; and
 - b. The approval of the Wicomico County Council. If the Council does not approve the contract, Buyer may void the contract.
5. **Deed:** Upon settlement, a deed to Buyer for the property containing covenants of special warranty and further assurances must be executed at the Buyer's expense by the Sellers. Title is to be good and merchantable and free of liens and encumbrances except: use and occupancy restrictions of public record, publicly recorded easements for public utilities, and any other easements which may be observed by inspection of the Property.
6. **Costs and Adjustments.** All taxes and other public charges will be apportioned as of the date of settlement. Buyer will pay all costs of transfer such as survey costs, recordation tax, and transfer tax.

7. **Possession.** If Sellers do not give possession of the Property to Buyer at the time of settlement, then Buyer may void the contract.
8. **Binding Agreement.** The parties agree that:
 - a. This contract is binding upon them, their heirs, personal representatives, successors, and assigns;
 - b. This contract contains the final and entire agreement between the parties; and
 - c. They shall not be bound by any terms, statements, warranties, or representations not contained within the contract.
9. **Effective Date.** This agreement becomes effective on the date when all parties to the agreement have signed it.

Each party is signing this agreement on the date stated below each party's signature.

Attest:

Wicomico County, Maryland

 R. Wayne Strausburg
 Director of Administration

 Bob Culver
 County Executive

Date: _____

Witness

Merrill G. Culver

 Merrill G. Culver

Date: _____

Witness

Juanita D. Culver

 Juanita D. Culver

Date: _____