

COUNTY COUNCIL OF WICOMICO COUNTY, MARYLAND

2018 Legislative Session

Legislative Day No. 09

Resolution No. 46-2018

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

A RESOLUTION TO AUTHORIZE THE COUNTY EXECUTIVE TO ACQUIRE 9.02 ACRES OF LAND, MORE OR LESS, LOCATED IN THE WESTWOOD COMMERCE PARK, IDENTIFIED AS LOT D1, BOUNDED ON THE NORTH BY NAYLOR MILL ROAD AND ON THE SOUTH BY INTERNATIONAL DRIVE, AS THE PROPOSED SITE FOR A NEW SHERIFF'S OFFICE BUILDING.

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 9.02 acres of land, more or less, located in the Westwood Commerce Park, identified as Lot D1, bounded on the North by Naylor Mill Road and on the South by International Drive, as the proposed site for a new Sheriff's Office Building; and

WHEREAS, Westwood Development, LLC has agreed to sell said real property located in the Westwood Commerce Park, identified as Lot D1, for the purchase price of Five Hundred Eighty-Six Thousand Three Hundred Dollars (\$586,300), as provided in the Contract for Sale/Purchase of Real Estate attached as Exhibit "A".

NOW, THEREFORE, BE IT RESOLVED, by the County Council of Wicomico County, Maryland as follows:

- 1. The County Executive be, and is hereby, authorized to acquire 9.02 acres of land, more or less, located in the Westwood Commerce Park, Bounded on the North by Naylor Mill Road and on the South by International Drive, as the proposed site of a new Sheriff's Office Building.
2. The Contract of Sale/Purchase of Real Estate, in substantially the form attached hereto as Exhibit "A" and made a part hereof is hereby approved.

Done at Salisbury, Maryland, this 1st day of May, 2018.

ATTEST:

COUNTY COUNCIL OF WICOMICO COUNTY, MARYLAND

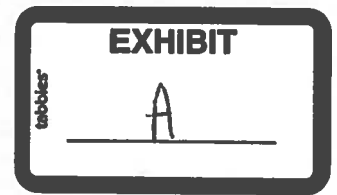
[Signature of Laura Hurley]
Laura Hurley,
Council Administrator

[Signature of John T. Cannon]
John T. Cannon,
Council President

CERTIFICATION

This Resolution was Adopted [checked], Adopted with Amendments ____, Failed ____, Withdrawn ____ by the County Council on May 1, 2018.

Certified by [Signature of Laura Hurley]
Laura Hurley, Council Administrator



CONTRACT FOR SALE/PURCHASE OF REAL ESTATE

THIS CONTRACT ("Contract") is made this ____ day of March, 2018 by and between WESTWOOD DEVELOPMENT, LLC, a Maryland Limited Liability Company, hereinafter referred to as Seller, and WICOMICO COUNTY, MD, hereinafter referred to as Buyer.

WITNESSETH:

In consideration of the premises, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and of the mutual covenants herein contained, the parties hereto, intending to be legally bound, hereby agree as follows:

1. **Agreement To Sell And Purchase Property.** Seller hereby agrees to sell to Buyer and Buyer agrees to purchase from Seller, in fee simple, all that certain tract, piece and parcel of land lying and being shown and depicted as the "Subject Parcel" on **Exhibit A** attached hereto and incorporated by reference herein, containing approximately 9.02 acres of land, more or less, bordered on the North by Naylor Mill Road, on the East by Lot D2, on the South by International Drive, and on the West by Westwood Drive (hereinafter referred to as the "Property").

2. **Purchase Price and Terms.** Buyer shall pay to Seller, and Seller shall accept from Buyer, the full sum or purchase price of Five Hundred Eighty-Six Thousand Three Hundred Dollars (\$586,300.00), payable as follows:
 - a. A deposit of Ten Thousand Dollars (\$10,000.00) shall be paid by the Buyer to SVN-Miller Commercial Real Estate simultaneously with the execution of this Contract by all parties.

 - b. The balance of Five Hundred Seventy-Six Thousand Three Hundred Dollars (\$576,300.00) shall be paid by the Buyer to the Seller at the settlement hereof.

3. **Settlement.** Settlement under this Contract shall take place on or before One Hundred Sixty-Five (165) days from the Execution Date of this Contract. Buyer shall designate the actual place, date and time of Settlement by notice to Seller. Time is of the essence. Buyer and Seller may extend the Settlement Date by written agreement in order to satisfy the financing/bond contingency set forth in Paragraph 12.

4. **Seller's Warranties.**

a. **Seller represents and warrants as follows:**

i. That title to the Property presently is or at settlement shall be good and merchantable and insurable by a title insurance company licensed to do business in the State of Maryland at its regular rates without exception for liens, encumbrances, easements, restrictions and encroachments other than as follows:

a. Recorded easements for public utilities, recorded subdivision restrictions, and any easements observable by an inspection of the Property.

b. Taxes and other public charges and assessments accruing subsequent to date of settlement.

ii. That at closing the Property will be available for the Buyer's actual, immediate possession unobstructed by claims of other parties in or claiming possession of the Property or any part thereof.

5. **Procedure in Event of Default; Defective Title.** If the Seller shall be unable to transfer and convey good and merchantable title to the Property contracted to be conveyed, or shall be unable to convey the Property by such title as a title insurance company licensed to do

business in the State of Maryland will insure at its regular rates without exceptions for liens, encumbrances, easements, restrictions and encroachments, other than those specified herein, or elsewhere in this Contract, this Contract, at the option of and upon notice by the Buyer, shall terminate and be of no further force or effect and Buyer shall be entitled to a full refund of any earnest monies paid hereunder together with any and all interest earned thereon. If the defects are of such character that they may be remedied by legal action, and Buyer elects not to terminate the Contract, Seller, at Seller's sole expense, shall take whatever steps are necessary, legal or otherwise, to perfect the title and cure any defects therein. Such action shall be taken promptly by the Seller at its expense, whereupon the time herein provided for settlement will thereby be extended for the period necessary for such prompt action. In no event, however, shall the Seller be liable to the Buyer or anyone else for any damages of any nature whatsoever as a result of a defect in the title to the Property. Buyer's sole remedy shall be a refund of its deposit.

6. Taxes and Public Charges. Taxes and all other public charges and assessments payable on an annual basis relating to the Property shall be apportioned as of the date of settlement at which time possession shall be given.

7. Title and Settlement Costs. Title examination, title insurance, deed preparation charges, and the charges of the settlement attorney shall be at the expense of the Buyer. The cost of any transfer and recordation taxes and documentary stamps charged by County and or State authorities shall be paid equally by the Seller and the Buyer, except that any agricultural land transfer tax, if any, shall be paid solely by the Seller.

8. Default. If Buyer fails to make full settlement or is in default due to Buyer's failure to comply with the terms, covenants and conditions of this Contract, the deposit may be retained by Seller as

liquidated damages or Seller, at its option, may pursue all of its legal and equitable remedies including, without limitation, an action for specific performance and/or monetary damages. If Seller fails to make full settlement or is in default due to Seller's failure to comply with the terms, covenants and conditions of this Contract, Buyer shall be 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 Contract and/or monetary damages. In the event of any litigation or dispute between Seller and Buyer concerning the release of the deposit, the person holding the deposit may pay the deposit into the court in which such litigation is pending, or by paying the deposit into the court of proper jurisdiction by an action of interpleader.

9. Property Insurance and Risk of Loss. The Property is to be held at the risk of Seller until legal title has passed or possession has been given to Buyer.

10. Deed and Title. Upon payment of the purchase price, a Deed for the Property containing covenants of special warranty and further assurances shall be executed by the Seller and shall convey the Property to Buyer.

11. General Inspection Contingency. This Contract is contingent for a period of One Hundred Twenty (120) days (hereinafter the "Study Period") after the execution hereof by all parties to allow Buyer, at its expense, to have performed any inspections of the Property that the Buyer desires. In the event that any audit or inspection of the Property is unsatisfactory to Buyer in any way, as determined by Buyer in its sole and absolute discretion, then Buyer shall have the absolute and unconditional right to declare this Contract null and void and receive a full refund of its deposit upon written notice to the Seller prior to the expiration of the Study Period.

12. Financing/Bond Contingency. Since the Property is being purchase as the site of a Sheriff's Office, this Contract is contingent upon the approval of financing/bonding sufficient to pay the cost of Property acquisition and construction of a new Sheriff's Office building. If the Buyer, in its sole and

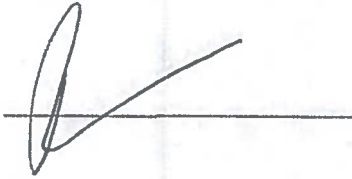
absolute discretion, determines that financing/bonding for the Property acquisition and the construction of a new Sheriff's Office building is not available, then Buyer shall have the absolute and unconditional right to declare this Contract "null and void" and receive a full refund of its deposit upon written notice to the Seller.

13. **Council Approval.** This Contract is contingent upon County Council approval.
14. **Expenses.** Seller recognizes SVN-Miller Commercial Real Estate as the broker negotiating this Contract and agrees to compensate Broker pursuant to a separate agreement.
15. **Entire Agreement.** This Contract contains the entire and final agreement between the parties hereto, and supersedes any and all prior agreements, arrangements or understandings between the parties relating to the subject matter and terms of this Contract. Neither Seller nor Buyer, nor their agents, shall be bound by any term, condition, or representation not herein expressly set forth.
16. **Changes.** This Contract may not be changed orally, but only by an agreement in writing and signed by the party against whom enforcement of any change, modification, waiver or discharge is sought.
17. **Merger.** This Contract shall not, upon execution of the Deed of conveyance, merge into the Deed, but shall survive the same and settlement hereunder, and remain and be binding upon the parties hereto until all obligations hereunder shall have been fully performed.
18. **Miscellaneous.** The Parties hereto agree that this Contract shall be binding upon their respective successors and assigns. ALSO THE PARTIES RECOGNIZE THAT THIS AGREEMENT IS LEGALLY ENFORCEABLE AND ARE HEREBY ADVISED TO SEEK LEGAL ADVICE IF NOT UNDERSTOOD. BUYER MAY SELECT ITS OWN TITLE INSURANCE, SETTLEMENT OR ESCROW COMPANY OR TITLE ATTORNEY.

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IN WITNESS WHEREOF, the parties hereto have placed their hands and seals the day and year first above written.

ATTEST:



SELLER:

WESTWOOD DEVELOPMENT, LLC

By: Colleen Hazel (Seal)


Name & Title: Member

BUYER:

WICOMICO COUNTY, MD

By: Bob Culver (Seal)

Name & Title: Bob Culver, 4.6.18
County Executive



Weston Young 4.6.18
ASSISTANT DIRECTOR OF
ADMINISTRATION

Exhibit A

