

**COUNTY COUNCIL OF WICOMICO COUNTY, MARYLAND**

2018 Legislative Session

Introduced: Legislative Day No. 16

**Resolution No. 72-2018**

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

A RESOLUTION TO AUTHORIZE THE COUNTY EXECUTIVE TO ACQUIRE 32 ACRES OF LAND, MORE OR LESS, LOCATED SOUTHWEST OF SHARPS POINT ROAD, BEING SHOWN ON TAX MAP 806, AS PARCEL 2168, FOR A WICOMICO RIVER DREDGE SPOIL SITE.

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 32 acres of land, more or less, located Southwest of Sharps Point Road, being shown on Tax Map 806, as Parcel 2168, for a Wicomico River dredge spoil site; and

WHEREAS, Donald R. Cooper, Jr. has agreed to sell said real property located South of Sharps Point Road, shown on Tax Map 806, as Parcel 2168, for the purchase price of One Hundred Thirty Thousand Dollars (\$130,000.00), as provided for in the Contract of Sale attached hereto 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 32 acres of land, more or less, located Southwest of Sharps Point Road, being shown as Tax Map 806, Parcel 2168, for the purchase price of One Hundred Thirty Thousand Dollars (\$130,000.00), for a Wicomico River dredge spoil site.

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 17th day of July, 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This Resolution was Adopted , Adopted with Amendments , Failed , Withdrawn  by the County Council on July 17, 2018.

Certified by   
\_\_\_\_\_  
Laura Hurley, Council Administrator

## CONTRACT OF SALE

THIS CONTRACT OF SALE dated \_\_\_\_\_, 2018, between DONALD R. COOPER, JR., Post Office Box 2, Fruitland, Maryland 21826, Sellers, and WICOMICO COUNTY, MARYLAND, a body politic and corporate of the State of Maryland, Post Office Box 870, Salisbury, Maryland 21803, Buyer.

1. *Property.* Sellers bargain and sell to the Buyer and the Buyer purchases from the Sellers the fee simple property lying in Wicomico County, Maryland, containing 32 acres of land, more or less, together with all improvements thereon and all appurtenances thereto, as described in Item One of a Deed dated April 4, 1933, by Billie M. Cooper to Donald R. Cooper, Jr. and recorded among the Land Records of Wicomico County, Maryland, in Liber No. 1333, Folio 783, hereinafter called the "Property."

2. *Purchase Price and Deposit.* The purchase price to be paid by the Buyer to the Sellers for the Property is ONE HUNDRED THIRTY THOUSAND Dollars (\$130,000.00). The Purchase Price shall be paid at the time of settlement.

3. *Buyer's Contingencies.* The Buyer's obligation to purchase the Property pursuant to this Contract is contingent upon the following, all or any of which may be waived by the Buyer:

- (a) The Buyer determines that the Zoning classification and all necessary governmental permits and approvals are satisfactory to Buyer;
- (b) The Buyer determines soil tests and engineering studies of the Property are satisfactory to Buyer;
- (c) The Buyer determines that the Property complies with all State and Federal environmental laws and is satisfactory for the Buyer's intended use as a dredge spoil site;
- (d) The Buyer determines that truck access to the Property is satisfactory to Buyer; and
- (e) The Buyer determines the acreage is satisfactory to Buyer.

4. *Contingencies.* During a period of six (6) months from the date of this Contract, Buyer may determine if the contingencies set forth in Paragraph 3 above are satisfied or waived. Buyer and Seller may agree to extend the contingency period by mutual agreement.

If Buyer is not satisfied that the contingencies are removed or waived, then Buyer shall notify seller in writing within three (3) days of expiration of the contingency period, and the Contract shall be deemed terminated.

5. *Buyer's Right of Entry and Inspection.* During the term of this Contract the Buyer, its agents, employees, contractors and engineers shall have the right from time to time to enter upon the Property at their risk for the purpose of inspecting the same and conducting surveys, engineering studies, borings, soil tests, investigations, feasibility studies and the like. To the extent that it is

practical to do so, all such entries shall be made in such a manner as to minimize interference with Sellers' present use and occupancy of the Property. Within a reasonable time after such entries Buyer shall to the extent practicable, restore the Property to its prior condition.

6. *County Council Approval.* This Contract is contingent upon Wicomico County Council approval by Resolution.

7. *Settlement.* Settlement shall be held within thirty (30) days of Buyer's removal or waiver of all contingencies.

Upon payment of the purchase money, Seller shall sign a Deed for the Property containing covenants and special warranty and further assurances. The title so conveyed shall be good and merchantable, fee simple title, both of record and in fact, free of all liens and encumbrances, except those specifically accepted or consented to by Buyer. Title shall be insurable by a licensed title insurance company at its standard rates.

8. *Risk of Loss.* The Property shall be held at the risk of the Sellers until legal title has passed and possession has been given. The Sellers shall immediately have all insurance policies on the Property endorsed to protect all parties hereto as their interests may appear and shall continue the insurance in full force during the term of this Contract. In the event that it shall be determined by the Buyer that the Property is inadequately insured by the Sellers, the Buyer shall have the right at the Buyer's own expense, to obtain additional insurance as may be satisfactory to the Buyer.

9. *Documentary Stamps and Transfer Taxes.* All recordation and transfer taxes relating to the conveyance of the Property to the Buyer shall be paid by the Buyer.

10. *Real Estate Taxes.* Real estate taxes and similar public charges against the Property which are payable on an annual basis shall be adjusted between the parties as of the date of settlement and assumed and paid thereafter by the Buyer.

11. *Possession.* Possession of the Property shall be given to the Buyer at settlement.

12. *Real Estate Commissions.* The Seller and the Buyer each warrant and represent to the other that it has not used the services of any broker, agent or finder who would be entitled to a commission on account of this Contract.

13. *Notices.* All notices required or provided in this Contract, if hand delivered, shall be deemed to have been given and received on the date hand delivered to the party receiving the same. If the United States mails are used, notices same shall be sent certified or registered mail, return receipt requested, postage prepaid and shall be deemed to have been given and received on the third business day from the date deposited in the United States mails addressed as follows:

To Seller:

DONALD R. COOPER, JR.  
P. O. Box 2  
Fruitland, Maryland 21826

To Buyer:

WICOMICO COUNTY, MARYLAND  
P. O. Box 870  
Salisbury, Maryland 21803-0870  
C/O Wayne Strausburg

Each party shall have the right to designate a different address for the receipt of notices other than that set forth above, provided the party's new address is contained in a written notice given to the other party.

14. *Miscellaneous.*

(a) This Contract contains the final and entire agreement between the parties and neither they nor their agents should be bound by any terms, conditions or representations not herein written.

(b) The parties bind themselves, their heirs, personal representatives, successors and assigns to the faithful performance of this Contract.

(c) The covenant contained in paragraph 15 shall survive settlement and the execution and delivery of the deed to the Property.

15. *Seller's Environmental Covenant.* To the best of the knowledge of the Seller, as of the date of this Contract and as of the date of Closing, the Property (including land, surface water, ground water, and improvements) is now and will then be free of all contamination, including (i) any "hazardous waste," "underground storage tanks," "petroleum," "regulated substance," or "used oil" as defined by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. §6901, *et seq.*) as amended, or by any regulations promulgated thereunder; (ii) any "hazardous substance" as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. §9601, *et seq.*) as amended, or by any regulations promulgated thereunder (including, but not limited to, asbestos and radon); (iii) any "oil, petroleum products, and their byproducts" as defined by the Maryland Natural Resources Code, Section 8-411(a)(3) as amended, or by any regulations promulgated thereunder; (iv) any "hazardous substance" as defined by the Maryland Health Environmental Code, Title 7, Subtitle 2, as amended, or by any regulations promulgated thereunder; (v) any substance the presence of which on, in, or under the Property, is prohibited by any law similar to those set forth above; and (vi) any other substance which by law, regulation, or ordinance requires special handling in its collection, storage, treatment, or disposal.

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

WITNESS:

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\_\_\_\_\_(SEAL)  
Donald R. Cooper, Jr., Seller

WICOMICO COUNTY, MARYLAND,  
Buyer

\_\_\_\_\_

\_\_\_\_\_(SEAL)  
By: Bob Culver, Executive