

COUNTY COUNCIL OF WICOMICO COUNTY, MARYLAND

2018 Legislative Session

Introduced: Legislative Day No. 28

Adopted: Legislative Day No. 29

Resolution No. 146-2018

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

A RESOLUTION TO AUTHORIZE THE COUNTY EXECUTIVE TO ACCEPT A DONATION OF PROPERTY FROM CONNELLY MILL ASSOCIATES, LLP, CONSISTING OF 234.67 ACRES, MORE OR LESS, LOCATED ON THE SOUTHERLY SIDE OF BUT NOT BINDING UPON CONNELLY MILL ROAD ADJACENT TO THE HENRY S. PARKER ATHLETIC COMPLEX.

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, Connelly Mill Associates, LLP is the owner of three parcels of land located on the southerly side of but not binding upon Connelly Mill Road, adjacent to the Henry S. Parker Athletic Complex, and a right-of-way running between that property and Connelly Mill Road, and is desirous of donating the property and right-of way to Wicomico County; and

WHEREAS, the County desires to own the property, which it plans to use for recreational purposes and to mine soil for use at the County's landfill, provided that this resolution does not require or prohibit the use or sale of the property by the County; and

WHEREAS, the County has agreed to reimburse Connelly Mill Associates, LLP for the Wicomico County Real Estate Taxes for the 2017-2018 Tax Year-\$22,567.94; WICOMICO COUNTY REAL ESTATE TAXES FOR THE 2018-2019 TAX YEAR THROUGH DECEMBER 31, 2018-\$9,571.45; Tom Hershey Loan Repayment-\$5,025; Elaine Pauling Bookkeeping Services-\$400; Maryland Department of Assessments and Taxation Personal Property Taxes-\$300; Miscellaneous Charges (Bank Charges, postage, etc.)-\$100.00; and Raymond S. Smethurst, Jr. LLC Legal Services-\$6,607.06, to be paid by funds appropriated in the Fiscal Year 19 operating budget from Solid Waste Account No. 51030051-540009-Capital Other; and

WHEREAS, the County has arranged for issuance of certain pollution legal liability insurance covering the property for a one-time premium and costs of issuance of One Hundred Eleven Thousand Three Hundred Dollars (\$111,300), to be paid by Solid Waste Account No. 51030051-520200- Insurance Liability; and

WHEREAS, THE MARYLAND DEPARTMENT OF THE ENVIRONMENT HAS ISSUED SURFACE MINING EXEMPTION NUMBER 18-WI-0003, WHICH STATES THAT THE COUNTY IS AUTHORIZED TO OPERATE A BORROW PIT ON PART OF THE PROPERTY FROM DECEMBER 21, 2018 UNTIL DECEMBER 31, 2023 SOLELY IN CONNECTION WITH THE CONSTRUCTION, REPAIR AND MAINTENANCE OF PUBLIC FACILITIES, SUBJECT TO CERTAIN CONDITIONS STATED IN THAT DOCUMENT AND IN ACCORDANCE WITH CERTAIN PLANS SPECIFIED THEREIN; AND

WHEREAS, the County Council approves and recommends acceptance of the land donation on the conditions stated below.

NOW, THEREFORE, BE IT RESOLVED by the County Council of Wicomico County, Maryland, that upon satisfaction of the following conditions, the County Executive be, and is hereby, authorized to accept the donation of the aforesaid property being in all respects Parcel Nos. 167, 168, and 169 on Tax Map 20, and the Agreement attached hereto as Exhibit "A" is hereby approved.

1. Payment by Connelly Mill Associates, LLP for all unpaid property taxes, prorated to acceptance for those in the current fiscal year.
2. Insurance, unconditionally except for premium payment, by Indian Harbor Insurance Company to the County (as first named insured) of pollution legal liability insurance having the terms and conditions and providing the coverages stated or referred to in the attached "Insurance Specifications".
3. ~~The County will receive an exemption from the Maryland Department of Environment for a non-coal mining permit for the Connelly Mill Burrow Pit.~~

Done at Salisbury, Maryland this 27th day of December, 2018.

ATTEST:



Laura Hurley,
Council Administrator

COUNTY COUNCIL OF
WICOMICO COUNTY, MARYLAND



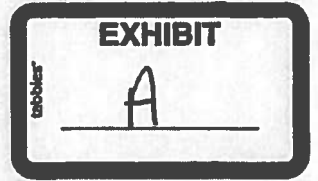
John T. Cannon,
Council President

Certification

This Resolution was Adopted _____, Adopted with Amendments , Failed, _____, Withdrawn, _____ by the County Council on December 27, 2018.

Certified by 

Laura Hurley, Council Administrator



AGREEMENT

THIS AGREEMENT, made this ____ day of _____, 2018, between CONNELLY MILL LIMITED PARTNERSHIP, c/o Raymond S. Smethurst, Jr., LLC, whose address is Post Office Box 2505, Salisbury, Maryland 21802-2505 (hereinafter referred to as "Grantor"), and WICOMICO COUNTY, MARYLAND, a body corporate and politic of the State of Maryland, whose address is P. O. Box 870, Salisbury, Maryland 21803-0870 (hereinafter referred to as "Grantee").

WITNESSETH: The Grantor and the Grantee do hereby covenant and agree as follows:

The said Grantor does hereby agree to grant and convey unto the said Grantee as a donation and gift, and the latter does hereby agree to accept from the former, the following described property:

ALL that tract or parcel of land located on the Southerly side of but not binding upon Connelly Mill Road, containing 235 acres, more or less, and being more fully described in a deed from Adkins, Potts & Smethurst, a Maryland partnership, to Connelly Mill Limited Partnership, a Maryland limited partnership, dated March 24, 1994, and recorded among the Land Records of Wicomico County, Maryland, in Liber No. 1388, Folio 651; a copy of which is attached hereto.

The consideration shall be Zero Dollars (\$0.00).

Settlement to be on or before December 31, 2018, provided, however, that the County Council shall have by Resolution authorized the County Executive to accept the aforementioned donation, and that all conditions for such authorization have been satisfied. Time being of the essence.

1. Deed: A deed for the property containing covenants of special warranty and further assurances shall be executed at the Grantee's expense by the Grantor, which shall convey the property to the Grantee. Title to be good and merchantable, free of liens and

encumbrances except as specified herein and except: use and occupancy restrictions of public record which are generally applicable to properties in the immediate neighborhood or the subdivision in which the property is located, and publicly recorded easements for public utilities and any other easements which may be observed by inspection of the property.

2. Costs and Adjustments: Any real estate taxes due on the date of settlement are the responsibility of the Grantor. Any agricultural transfer tax shall be paid on the date of settlement by Grantee. All costs of transfer, including title examination, deed preparation, and Grantee's legal fees shall be paid by Grantee.

3. Appraisal: Grantee shall obtain an appraisal from an appraiser who is on the Internal Revenue Service's approved list, and the appraiser shall furnish the Grantor with two (2) executed copies of the Appraisal Report.

4. Reimbursement to Grantor: At settlement, Grantee agrees to reimburse Grantor the sum of ~~\$35,000.00~~ ^{\$44,571.45} for cost of environmental tests, professional fees, and administrative expenses incurred to satisfy Grantee's requirements.

5. Condition: Grantee has inspected the property and accepts it in "AS IS" condition.

6. Possession: As a condition of Grantee's obligation to settle hereunder, Grantor is required to give possession and occupancy of the property to Grantee at the time of settlement, and in the event Grantor shall fail to do so, then, at the option of Grantee, this contract shall be declared null and void.

7. Binding Agreement: The parties mutually agree that this contract shall be binding upon them, their respective heirs, personal representatives, successors and assigns; that this contract contains the final and entire agreement between the parties hereto; and that they shall not be bound by any terms, conditions, statements, warranties,

or representations, oral or written, not contained herein. This is a legally binding document; if not understood, seek competent advice.

8. Critical Areas Notice: Notice to Grantee concerning the Chesapeake and Atlantic coastal bays critical area. Grantee is advised that all or a portion of the property may be located in the “critical area” of the Chesapeake and Atlantic coastal bays, and that additional zoning, land use and resource protection regulations apply in this area. The “critical area” generally consists of all land and water areas within 1,000 feet beyond the landward boundaries of state or private wetlands, the Chesapeake Bay, the Atlantic coastal bays, and all of their tidal tributaries. The “critical area” also includes the waters and lands under the Chesapeake Bay, the Atlantic coastal bays, and all of their tidal tributaries to the head of tide. For information as to whether the property is located within the critical area, Grantee may contact the local department of planning and zoning, which maintains maps showing the extent of the critical area in the jurisdiction. Allegany, Carroll, Frederick, Garrett, Howard, Montgomery, and Washington Counties do not include land located in the critical area.

9. Value and Tax Matters: Grantee makes no representation or warranty regarding the value of the property or tax aspect or consequence of the transaction hereunder. Any agreement or acknowledgment thereof by Grantee, including to or for the IRS or other governmental agency, shall not constitute any such representation or warranty or concurrence in the appraised value of the property. Except as may be required by law, Grantee will not be obligated to assist Grantor in obtaining any tax treatment or deduction.

WITNESS the hands and seals of the parties hereto the day and year first above written.

TEST/ATTEST

CONNELLY MILL LIMITED PARTNERSHIP,
By: IDC, Inc. - General Partner
Grantor

Witness

By: Raymond S. Smethurst, Jr., President (SEAL)

WICOMICO COUNTY, MARYLAND

Grantee

Witness

By: Bob Culver, County Executive (SEAL)

Exhibit "B"

INSURANCE SPECIFICATIONS

1. One-Time Payment of \$111,300 (\$105,000 premium, 3% TRIA, 3% MD State Tax)
2. Ten-year coverage period
3. Total Loss Limit of \$5 million dollars
4. Deductible of \$250,000

5. POLICY FORM PARL6 CP1111 ENDORSED AS INDICATED IN THE WICOMICO COUNTY POLLUTION INSURANCE OVERVIEW ("DRAFT" REVISION NOVEMBER 13, 2018) INCLUDING DELETION OF THE FORM PROVISIONS REGARDING JURISDICTION AND VENUE AND CHOICE OF LAW.