

COUNTY COUNCIL OF WICOMICO COUNTY, MARYLAND

2020 Legislative Session

Legislative Day No. 15

RESOLUTION NO. 56-2020

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

A RESOLUTION TO AUTHORIZE THE COUNTY EXECUTIVE TO ACQUIRE LOT 1 ON THE WEST SIDE OF SECOND STREET, DELMAR, MARYLAND, BEING SHOWN ON TAX MAP 20, GRID 4, PARCEL 22, FOR AN ADDITION TO THE DELMAR ATHLETIC COMPLEX; ~~AND TO ACCEPT THE DONATION OF \$3,000.00 FROM THE DELMARVA SHOREBIRDS "FLY TOGETHER FUND" AT THE COMMUNITY FOUNDATION.~~

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 Lot 1 on the West side of Second Street, known as 810 Second Street, Delmar, Maryland, and being shown as Tax Map 20, Grid 4, Parcel 22, for an addition to the Delmar Athletic Complex; and

WHEREAS, Marshall Auction – Marketing Co., Inc., a Maryland corporation, has agreed to sell said property for the purchase price of ~~\$38,000.00~~ \$35,000.00 as provided for in the Contract of Sale attached hereto as Exhibit "A"; and

WHEREAS, Wicomico County can provide \$35,000.00 of funding towards the purchase price, ~~and the Delmarva Shorebirds will donate \$3,000.00 from the "Fly Together Fund," at the Community Foundation to pay the \$38,000.00 total purchase price.~~

NOW, THEREFORE, BE IT RESOLVED, by the County Council of Wicomico County, Maryland, that the County Executive be, and is hereby, authorized to acquire Lot 1 on the West side of Second Street, known as 810 Second Street, Delmar, Maryland, and being shown as Tax Map 20, Grid 4, Parcel 22 for the purchase price of ~~\$38,000.00~~ \$35,000.00 for an addition to the Delmar Athletic Complex; ~~and the County Executive is further authorized to accept a donation of \$3,000.00 from the Delmarva Shorebirds through the "Fly Together Fund," at the Community Foundation.~~

NOW, THEREFORE, BE IT RESOLVED, by the County Council of Wicomico County, Maryland, that the Contract of Sale, in substantially the form attached hereto as Exhibit "A," and made a part hereof is approved.

DONE at Salisbury, Maryland this 4th day of August, 2020.

ATTEST:

COUNTY COUNCIL OF WICOMICO
COUNTY, MARYLAND

Laura Hurley

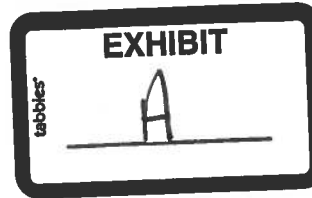
Laura Hurley, Council Administrator

Larry W. Dodd (SEAL)
Larry W. Dodd, Council President

CERTIFICATION

THIS RESOLUTION was Adopted _____, Adopted with Amendments , Failed _____,
Withdrawn _____ by the County Council on August 4, 2020.

Certified by Laura Hurley
Laura Hurley, Council Administrator



CONTRACT OF SALE

THIS AGREEMENT OF SALE, made this ____ day of _____, 2020, between MARSHALL AUCTION-MARKETING CO., INC., a Maryland corporation, whose address is P. O. Box 3682, Salisbury, MD 21801 (hereinafter referred to as "Seller"), and WICOMICO COUNTY, MARYLAND, a body coporate and politic of the State of Maryland, whose address is 125 North Division Street, Salisbury, Maryland 21801 (hereinafter referred to as "Buyer").

WITNESSETH: The Seller and the Buyer do hereby covenant and agree as follows:

The said Seller does hereby bargain and sell unto the said Buyer, and the latter does hereby purchase from the former, the following described property:

ALL that lot, lying and being in the Delmar Election District, Wicomico County and State of Maryland located on the west side of Second Street and being all of Lot No. 1 as more particularly shown and designated on a Plat entitled "Property Survey for Robert Binebrink", recorded in Plat Cabinet A.J.S. No. 7, Folio 126-504;

AND BEING the same property described in a deed from Eric Good to Marshall Auction-Marketing Co., Inc., dated December 17, 2019, and recorded among the Land Records of Wicomico County, Maryland, in Liber J.B.M. No. 4570, Folio 488;

KNOWN AS 810 Second Street, Delmar, Maryland 21875.

At and for the purchase price of Thirty-Five Thousand Dollars (\$35,000.00) to be paid as follows: CASH AT SETTLEMENT

Settlement to be on or before September 1, 2020.

1. Deed: Upon payment as above provided of the unpaid purchase money, a deed for the property containing covenants of special warranty and further assurances shall be executed at the Buyer's expense by the Seller, which shall convey the property to the Buyer. 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: Taxes and all public charges shall be apportioned as of the date of settlement. Buyer's legal fees and other settlement costs shall be paid by Buyer.

3. Required Approvals:

A. This Contract is contingent upon Maryland Program Open Space grant approval.

B. This Contract is contingent upon Maryland Board of Public Works approval.

C. This Contract is subject to approval of the Wicomico County Council by Resolution.

This Contract shall be null and void and of no further legal effect in the event the required approvals are not obtained by the Buyer.

4. Possession: Seller is required to give possession and occupancy of the property to Buyer at the time of settlement.

5. 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.

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

TEST/ATTEST

L. B. Bremer
Witness

MARSHALL AUCTION-MARKETING CO.,
INC., Seller

Doug Marshall (SEAL)
By DOUG MARSHALL, PRESIDENT

WICOMICO COUNTY, MARYLAND,
Buyer

Witness

(SEAL)
By John D. Psota, Acting County Executive