

ORDINANCE NO. 3789

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF CUMBERLAND, MARYLAND, ENTITLED "AN ORDINANCE TO AUTHORIZE THE EXECUTION OF A DEED FOR THE PURPOSE OF CONVEYING CERTAIN SURPLUS PROPERTY LOCATED AT 7-9 ARCH STREET IN THE CITY OF CUMBERLAND, ALLEGANY COUNTY, MARYLAND TO ALLEGANY COUNTY HUMAN RESOURCES DEVELOPMENT COMMISSION, INC."

WHEREAS, Mayor and City Council of Cumberland is the fee simple owner of certain parcels of real property located at 7-9 Arch Street, in the City of Cumberland, Allegany County, Maryland;

WHEREAS, the said property was declared to be surplus property under the terms of Order No. 25,850 passed by the Mayor and City Council on July 21, 2015;

WHEREAS, Allegany County Human Resources Development Commission, Inc. desires to acquire the property, which is presently vacant, and construct a single family or duplex dwelling on it; and

WHEREAS, the Mayor and City Council of Cumberland deem it to be in the interest of the City to grant the said conveyance.

NOW, THEREFORE

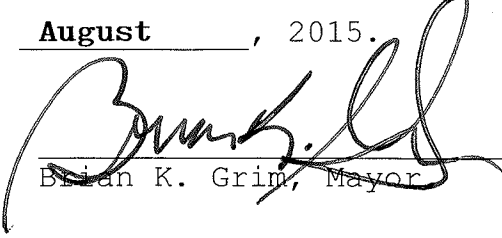
SECTION 1: BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF CUMBERLAND, MARYLAND, that the Mayor and City Clerk be and they are hereby authorized to execute a deed in the form attached hereto as Exhibit A or in a similar form, conveying the aforesaid real property and improvements thereon to Allegany County Human Resources Development Commission, Inc., subject to certain rights of reverter pertaining to the completion of the construction of a single family home or duplex on the property no later

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than September 31, 2017 as contained in the aforesaid Exhibit A;

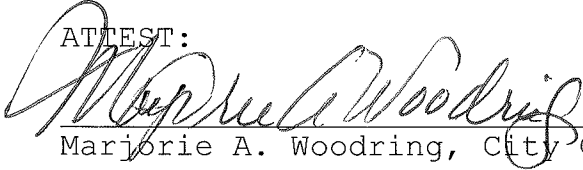
SECTION 4: AND BE IT FURTHER ORDAINED, that this Ordinance shall take effect from the date of its passage.

Passed this 18th day of August, 2015.



Brian K. Grim, Mayor

ATTEST:



Marjorie A. Woodring, City Clerk

1st reading: August 4, 2015
2nd reading: August 18, 2015
3rd reading: August 18, 2015

Passed 3-0

EXHIBIT A

THIS QUITCLAIM DEED, made this _____ day of _____, 2015, by and between **MAYOR AND CITY COUNCIL OF CUMBERLAND**, a Maryland municipal corporation, party of the first part, and **ALLEGANY COUNTY HUMAN RESOURCES DEVELOPMENT COMMISSION, INC.**, a Maryland corporation, party of the second part.

WITNESSETH:

That for and in consideration of the sum of Zero Dollars (\$0.00) and for other good and valuable considerations, the receipt of all of which is hereby acknowledged, the party of the first part does hereby quitclaim to the party of the second part, its successors and assigns, all of the party of the first part's right, title, interest and estate in and to the following described pieces or parcels of real estate lying and being in the City of Cumberland, Allegany County, Maryland, to wit:

7 Arch Street

ALL that lot or parcel of ground situated on the West side of Arch Street, in Cumberland, Allegany County, Maryland being a part of Lot no. 221 of the Cumberland Improvement and Investment Company's Southern Addition, a Plat of same being recorded in Plat Book No. 1, one of the Land Records of Allegany County, Maryland, and more particularly described as follows, to-wit:

BEGINNING for the same at an iron square nail pin standing 21-25/100 feet on the first line of Lot No. 221 of the aforementioned Addition and continuing thence with the West side of Arch Street (Magnetic Bearings as of the aforementioned Plat and with Horizontal Measurements) and with the remainder of said first line, North 18 degrees 34 minutes East 18-75/100 feet to an iron square nail pin, standing on the South side of Perry Alley, thence with said South side of Alley, North 71 degrees 26 minutes West 100 feet to a stake standing on the East side of Flora Alley, thence with the East side of Flora Alley, South 18 degrees 34 minutes West 18-75/100 feet to a stake intersecting the center line of partition wall between House Nos. 7 and 9, (year 1950), extended to the Alley on a bearing North 71 degrees 26 minutes West, thence from said stake, and reversing said bearing, South 71 degrees 26 minutes East 100 feet to the **BEGINNING**.

IT BEING the same property which was conveyed from Debra C. Brown to Mayor and City Council of Cumberland by deed dated October 23, 2014 and recorded among the Land Records of Allegany County, Maryland in Book 2118, Page 344.

9 Arch Street

ALL that lot or parcel of ground situated on the West side of Arch Street, in Cumberland, Allegany County, Maryland being a part of Lot No. 221 of the Cumberland Improvement and Investment Company's Southern Addition, a Plat of same being recorded in Plat Book No. 35, one of the Land Records of Allegany County, and more particularly described as follows, to-wit:

BEGINNING for the same at a large iron square nail pin standing at the end of the first Line of Lot No. 220 of the aforementioned addition and continuing thence with part of the first line of Lot No. 221 and with the West side of Arch Street (magnetic bearings as of the aforementioned plat and with horizontal measurements) North 18 degrees 34 minutes 25/100 feet to a large iron square nail pin; thence with the center line of a partition wall dividing house Nos. 9 and 7 (year 1950), and at right angles to Arch Street, North 71 degrees 26 minutes West 100 feet to a stake standing on the East side of Flora Alley, thence with the East side of Flora Alley, South 18 degrees 34 minutes West 21 25/100 feet to a stake at the end of the second line of the aforementioned Lot No. 220; thence reversing said second line South 71 degrees 26 minutes East 100 feet to the **BEGINNING**.

IT BEING the same property which was conveyed from Nicholas Walters to Mayor & City Council of Cumberland by deed dated December 26, 2014 and recorded among the Land Records of Allegany County, Maryland in Book 2118, Page 340.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the above-described property unto the party of the second part, its successors and assigns, in fee simple.

In connection with the foregoing conveyance, the party of the first part and the party of the second part covenant and agree as follow:

1. The party of the second part shall construct either a single family home or a duplex dwelling on the above-described property. The party of the second part shall be responsible for completing the construction of the structure and obtaining an occupancy permit therefor no later than September 30, 2017.

2. The party of the second part may not convey the property described above or any interest therein (aside from a security interest granted subject to these covenants, restrictions and

agreements) to a third party until all of the conditions set forth in paragraph 1 are completed in accordance with the terms and provisions set forth therein. Any such conveyance or attempt at such conveyance shall be null and void.

3. Should the party of the second part fail to comply with the terms and provisions of paragraph 1 hereinbefore, the title to the real property and improvements conveyed by the terms of this deed shall immediately and without the necessity of any further action on the part of the party of the first part, revert and revest in the party of the first part, and the party of the second part shall lose and forfeit all of its rights, title and interest in and to the said property and to the improvements, fixtures, rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining, and the party of the first part shall have the right of re-entry to the said property. Further, the party of the second part shall execute a deed effecting the conveyance of the hereinbefore-described property, improvements, fixtures, etc. to the party of the first part in the event the requirements set forth in paragraph 1 above are not satisfied. In the event the party of the first part institutes litigation to enforce the terms of this paragraph, the party of the second part shall be liable for its reasonable attorneys' fees.

4. Once the requirements set forth in paragraph 1 above have been satisfied, upon the request of the party of the second part, the party of the first part shall deliver a deed to the party of the second part which shall effect the surrender of the rights of reverter described herein.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in their respective names and under seal and duly attested all on the day and date first above written.

WITNESS/ATTEST:

**MAYOR AND CITY COUNCIL
OF CUMBERLAND**

Marjorie A. Woodring, City Clerk

By: _____ (SEAL)
Brian K. Grim, Mayor

**ALLEGANY COUNTY HUMAN
RESOURCES DEVELOPMENT
COMMISSION, INC.**

By: _____ (SEAL)
Courtney Thomas, Executive Director

**STATE OF MARYLAND,
ALLEGANY COUNTY, TO WIT:**

I HEREBY CERTIFY, that on this ____ day of _____, 2015, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared **Brian K. Grim**, known to me or satisfactorily identified to be the person whose name is subscribed to the within instrument, the Mayor of Mayor and City Council of Cumberland, a municipal corporation of the State of Maryland, and acknowledged the foregoing to be the act and deed of the said Mayor and City Council of Cumberland; and at the same time made oath he is duly authorized by it to make this acknowledgment; and he further certified under the penalties of perjury that the actual consideration for the foregoing conveyance is \$0.00; and he further he further made oath in due form of law that this transaction is not subject to the provisions of Section 10-912 of the Tax General Article of the Maryland Annotated Code as the grantor is a resident of the State of Maryland.

WITNESS my hand and Notarial Seal.

NOTARY PUBLIC

My Commission Expires: _____

**STATE OF MARYLAND,
ALLEGANY COUNTY, TO WIT:**

I HEREBY CERTIFY, that on this ____ day of _____, 2015, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared **Courtney Thomas**, known to me or satisfactorily identified to be the person whose name is subscribed to the within instrument, the Executive Director of Allegany County Human Resources Development Commission, Inc., a corporation of the State of Maryland, and acknowledged the foregoing to be the act and deed of the said corporation; and at the same time made oath she is duly authorized by it to make this acknowledgment.

WITNESS my hand and Notarial Seal.

NOTARY PUBLIC

My Commission Expires: _____

I HEREBY CERTIFY that the within and foregoing document was prepared by, or under the supervision of, the undersigned, a Maryland attorney, and that no title search was performed in connection with its preparation.

MICHAEL SCOTT COHEN