

**COUNTY COUNCIL OF CECIL COUNTY, MARYLAND  
LEGISLATIVE SESSION DAY 2017-15**

**RESOLUTION NO. 37-2017**

**Title of Resolution:** Expedited Legislation - Approval- Transfer of Real Property - Site Plan CCPS Athletic Building - Town of Elkton

**Synopsis:** An Expedited Resolution to approve the agreement of sale in order to transfer real property, identified as Site Plan CCPS- Athletic Building, from the Cecil County, Maryland to the Town of Elkton in return for a credit of \$78,698.23 related to construction of new Gilpin Manor Elementary School.

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

**Introduced, read first time, and ordered posted on:** August 1, 2017

**Public Hearing scheduled:** August 15, 2017

**Scheduled for consideration:** August 15, 2017

By: \_\_\_\_\_  
Council Manager

**PUBLIC HEARING**

Notice of time and place of public hearing and title of Bill having been posted by \_\_\_ at the County Administration Building, 200 Chesapeake Blvd., Elkton and having been published according to the Charter on \_\_\_\_, a public hearing was held on \_\_\_\_, and concluded on \_\_\_\_.

By: \_\_\_\_\_  
Council Manager

**Explanation:** CAPITAL LETTERS INDICATE LANGUAGE ADDED TO EXISTING DOCUMENT  
~~Strike through~~ indicates language deleted from existing document  
Underlining indicates language added to document by amendment.  
~~Double Strike through~~ indicates language stricken from document by amendment.

Expedited Legislation - Approval - Transfer of Real Property - Site Plan CCPS Athletic Building - Town of  
Elkton

30           **AND BE IF FURTHER RESOLVED THAT** this Resolution shall take effect on the date of its passage by  
31 the County Council of Cecil County, Maryland.

**INTRODUCED:** August 1, 2017

**ADOPTED:** \_\_\_\_\_

\_\_\_\_\_  
President of the Council

ATTEST:

\_\_\_\_\_  
Council Manager

## AGREEMENT OF SALE

THIS AGREEMENT OF SALE (the "AGREEMENT") made this \_\_\_\_ day of July, 2017, by CECIL COUNTY, MARYLAND, a body corporate and politic ("SELLER" or the "COUNTY"), and THE TOWN OF ELKTON, body corporate and politic of the State of Maryland ("BUYER" or the "TOWN").

WITNESSETH in consideration of the mutual promises herein, it is mutually agreed by the parties hereto, who intend to be legally bound hereby, as follows:

Sale of Premises. SELLER agrees to sell and convey to BUYER, and BUYER agrees to purchase from SELLER all that tract or parcel of unimproved land in the Third Election District of Cecil County, State of Maryland, and more particularly identified on a Site Plan CCPS – Athletic Building prepared by KCI Technologies, Inc. and dated August 14, 2015 (the "SITE PLAN"), a copy of which is attached as Exhibit A and incorporated by reference as if more fully set forth herein.

BEING THE SAME PROPERTIES which, by Resolutions of the Cecil County Public Schools ("CCPS") dated July 11, 2016, which were approved by the State of Maryland Board of Public Works on October 5, 2016, were transferred as "surplus" property to the SELLER.

TOGETHER WITH all the improvements thereon and all of the rights, alleys, ways, waters, privileges, appurtenances and advantages, to the same belonging or in any way appertaining, and all the estate of the said party of the first part of, in, to or out of the said land and Property (all of which land, improvements and appurtenances are hereinafter referred to collectively as the "PREMISES").

Subject to easements, restrictions, and covenants of record, if any.

1. Purchase Price. The total consideration of purchase price for the PREMISES is payable as follows:

1.1. The "New" Gilpin Elementary School Construction Project. The BUYER will provide credit to the SELLER as follows for costs related to construction of the new Gilpin Elementary School on Elkton-Newark Road, Elkton, Cecil County, Maryland:

1.1.1. Building Permit:	\$17,752.23
1.1.2. Grading and Sediment:	\$ 42.00
1.1.3. Occupancy Permit:	\$ 105.00
1.1.4. Major Facility Fees (70pts):	\$52,500.00
1.1.5. Plumbing Permit & Assoc. Fees:	\$ 861.00
1.1.6. <u>HVAC:</u>	<u>\$ 7,438.00</u>
1.1.7. TOTAL:	\$78,698.23

2. Conditions. The purchase is subject to:

Possession of the PREMISES shall be given to BUYER at the time of settlement, by delivery of SELLER'S special warranty deed, in proper recordable form, duly executed and acknowledged by SELLER, together with all applicable affidavits and all evidence, satisfactory to BUYER, of the power and authority of SELLER to convey the PREMISES. The description in the deed shall, at BUYER'S option, be based upon that survey or plan obtained by BUYER, subject to review and approval thereof by SELLER, which approval shall not be unreasonably withheld, conditioned, or delayed.

6. Taxes - Apportionments.

6.1. Real estate taxes, if any, shall be the responsibility of the BUYER, on a per diem basis as of the date of settlement.

6.2. Agricultural Transfer Taxes, all documentary stamps, recordation taxes, and Maryland State transfer taxes imposed on or in connection with this transaction (if any) shall be the responsibility of the BUYER.

7. Representations and Warranties. The parties represent and warrant as follows:

7.1. SELLER is not a "foreign person" as defined in the Internal Revenue Code, as amended, Section 1445 (f) (3) and the regulation issued thereunder. SELLER shall deliver an affidavit to this effect at the settlement.

7.2. BUYER and SELLER have the power and authority to enter into this AGREEMENT and perform all obligations hereunder.

8. Property Included. The sale of the PREMISES includes all right, title, and interest, if any, of SELLER in and to any land lying in the bed of any street, road, highway, avenue or alley (opened or unopened, existing or proposed, now vacated or hereafter to be vacated) in front of or adjoining the PREMISES, to the center line thereof, and all right, title, and interest of SELLER in and to any award made or to be made in lieu thereof and in and to any unpaid award for damage to the PREMISES by reason of change of grade of any street, road, highway, avenue, or alley; and SELLER agrees to execute and deliver to BUYER, at settlement, or thereafter, on demand, all proper instruments for the conveyance of such title and the assignment and collection of any such award.

9. The PREMISES will be conveyed "AS-IS, WHERE-IS."

10. Miscellaneous

10.1. This instrument contains the entire AGREEMENT among the parties and supersedes all prior oral or written agreements, commitments or understandings with respect to the matters provided for herein, and no modification shall be binding upon the party affected unless set forth in writing.

10.2. This AGREEMENT shall be binding upon and inure to the benefit of the parties herein, their respective heirs, spouses, guardians, personal representatives, successors and assigns.

If to BUYER: Lewis George  
Town Administrator  
Town of Elkton  
100 Railroad Avenue  
Elkton, Maryland 21921

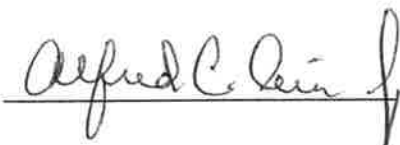
With Copy To: John P. Downs, Esquire  
Town Attorney  
Town of Elkton  
202 East Main Street  
Elkton, Maryland 21921

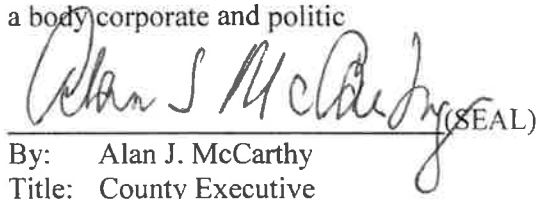
IN WITNESS WHEREOF, the parties hereto have duly executed this AGREEMENT the day and year first above written.

WITNESS:

SELLER:

CECIL COUNTY, MARYLAND  
a body corporate and politic

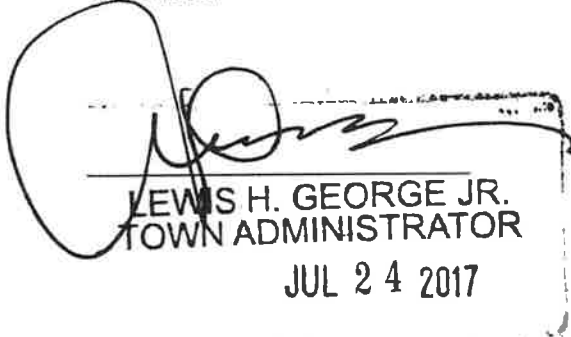
  
\_\_\_\_\_

  
\_\_\_\_\_ (SEAL)  
By: Alan J. McCarthy  
Title: County Executive

WITNESS:

BUYER:

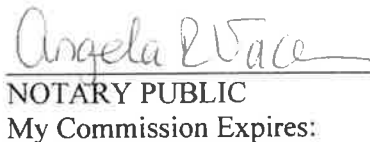
TOWN OF ELKTON  
a body corporate and politic of  
the State of Maryland

  
\_\_\_\_\_ (SEAL)  
LEWIS H. GEORGE JR.  
TOWN ADMINISTRATOR  
JUL 24 2017

  
\_\_\_\_\_ (SEAL)  
By: Robert J. Alt  
Title: Mayor

STATE OF Maryland, COUNTY OF Cecil, to wit:

I HEREBY CERTIFY, that on this 27 day of July, 2017, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared, County Executive, and duly authorized representative of Cecil County, Maryland, a body corporate and politic, the SELLER to the foregoing AGREEMENT, and acknowledged the same to be Cecil County, Maryland's act.

  
\_\_\_\_\_ (SEAL)  
NOTARY PUBLIC  
My Commission Expires:



