

ORDINANCE NO. 3829

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 TO CUMBERLAND HOUSING ALLIANCE, INC. CERTAIN SURPLUS REAL PROPERTY IN THE CITY OF CUMBERLAND, ALLEGANY COUNTY, MARYLAND, TO-WIT: 32 VIRGINIA AVENUE, 34 VIRGINIA AVENUE, 321-323 PENNSYLVANIA AVENUE AND 325 PENNSYLVANIA AVENUE."

WHEREAS, Mayor and City Council of Cumberland is the fee simple owner of the properties identified in the titling of this Ordinance;

WHEREAS, the said properties were declared to be surplus property under the terms of Order No. 26,222, passed by the Mayor and City Council on December 19, 2017;

WHEREAS, by correspondence dated December 1, 2017, Cumberland Housing Alliance, Inc. requested that the City donate the properties to it so that it could redevelop them in a manner which is consistent with its mission to eliminate blighted housing, provide new affordable housing in the City, increase the City's tax base, and improve the appearance of City neighborhoods; and

WHEREAS, the Mayor and City Council of Cumberland deem it to be in the interest of the City to make the requested donation.

NOW, THEREFORE

SECTION 1: BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF CUMBERLAND, MARYLAND, that the Mayor be and he is hereby authorized to execute a Deed in the form attached hereto as Exhibit A in order to convey the real property described in the title of this Ordinance and more particularly described in the Exhibit A attached hereto to

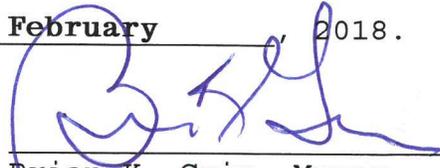
FEB 20 2018

Cumberland Housing Alliance, Inc. for the purchase price of \$0.00;

SECTION 2: AND BE IT FURTHER ORDAINED, that the City Solicitor be and he is hereby authorized to execute such other documents as may be required or expedient for the purpose of facilitating and completing the conveyance; and

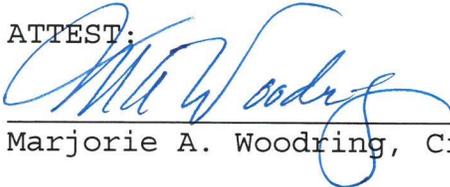
SECTION 3: AND BE IT FURTHER ORDAINED, that this Ordinance shall take effect from the date of its passage.

Passed this 20th day of February, 2018.



Brian K. Grim, Mayor

ATTEST:



Marjorie A. Woodring, City Clerk

1st reading: February 6, 2018
2nd reading: February 20, 2018
3rd reading: February 20, 2018
Passed: 5-0

EXHIBIT A

DEED ONLY – NO TITLE SEARCH

THIS QUITCLAIM DEED, made this ____ day of _____, 2018, by and between the **Mayor and City Council of Cumberland**, a Maryland municipal corporation, party of the first part, and **Cumberland Housing Alliance, Inc.**, a Maryland nonprofit 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 unto 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 properties, to wit:

32 Virginia Avenue

ALL that certain lot or parcel of land lying and being in the City of Cumberland, in Allegany County, State of Maryland, and known as Lot No. 227 in the Cumberland Improvement and Investment Company's Southern Addition to Cumberland, and more particularly described as follows, to-wit:

BEGINNING for the same on the East side of Virginia Avenue at the end of the first line of Lot No. 226 in said Addition, and running thence with the East Side of Virginia Avenue, South 18 degrees 34 minutes West 40 feet, thence at right angles with Virginia Avenue and parallel with First Street, South 71 degrees 26 minutes East 116-5/12 feet to Flora Alley, thence with said Alley, North 18 degrees 34 minutes East 40 feet to the end of the second line of Lot No. 226, thence with said line reversed North 71 degrees 26 minutes West 116-5/12 to the place of beginning.

IT BEING the same property which was conveyed from Judith Yaider AKA Judith A. Yaider, Donna Lee Struntz and John William Wilson, Jr. to Mayor and City Council of Cumberland by deed dated April 26, 2017 and recorded among the Land Records of Allegany County, Maryland in Book 2301, Page 235.

34 Virginia Avenue

ALL that lot, piece or parcel of ground situated on the easterly side of Virginia Avenue in the City of Cumberland, Allegany County, Maryland, known and designated

as Lot No. 228 in the Cumberland Improvement Company's Southern Addition to Cumberland, which said lot is more particularly described as follows, to-wit:

BEGINNING for the same on the easterly side of Virginia Avenue at the end of the first line of Lot No. 227 in said addition and running then with Virginia Avenue South 18 degrees 34 minutes West 50 feet, then running parallel with First Street South 71 degrees 26 minutes East 116-5/12 feet to the westerly side of Flora Alley, then with said alley North 18 degrees 34 minutes East 50 feet to the end of the second line of said Lot No. 227, and then with said second line reversed North 71 degrees 26 minutes West 116-5/12 feet to the place of beginning.

IT BEING the same property which was conveyed from Jason M. Bennett, Director of Finance, Allegany County, Maryland to Mayor and City Council of Cumberland by deed dated December 29, 2016 and recorded among the Land Records of Allegany County, Maryland in Book 2274, Page 150.

321-323 Pennsylvania Avenue

ALL that lot, piece or parcel of land situate, lying and being on the Westerly side of Pennsylvania Avenue, in Election District No. 4 of Allegany County, Maryland, and known and designated as a part of Lots Nos. 148 and 149 in Laing's Second Addition to Cumberland, Maryland, and which said parcel of land is known as Nos. 321 and 323 Pennsylvania Avenue, Cumberland, Maryland, and more particularly described as a whole as follows, to-wit:

BEGINNING for said parcel of land at a stake standing at the end of 29 feet 8-1/2 inches on the first line of the whole parcel of which this was a part, as said parcel was conveyed to George L. Carney and Loretta M. Carney by deed dated March 24, 1944 and recorded in Deed Book 199, page 67; said stake also standing at the end of the first and the beginning of the second line of that certain property which was conveyed by George L. Carney and Loretta M. Carney to Ivan L. Crawford, et ux, by Deed dated June 3, 1960 and which said deed is recorded among the Land Records of Allegany County, Maryland in Deed Book 322, page 289; and thence running with a part of the first line of the whole parcel of which this was a part and with the Westerly side of Pennsylvania Avenue, South 14 degrees 10 minutes West 28 feet, 11 inches, more or less, to a stake standing at the beginning of the fourth line and the end of the third line of that property which was conveyed by George L. Carney and Loretta M. Carney to Willis O. Goff and Betty H. Goff by Deed dated October 21, 1960 and which said deed is recorded among the Land Records of Allegany County, Maryland, in Deed Book 327, page 467, thence running with the third line of the said Goff deed reversed, North 75 degrees 50 minutes West 100 feet to the Easterly side of Clover Alley to a stake standing at the end of 27 feet 4 inches in the third line of the whole parcel of which this was a part; thence running with a part of the said third line, North 14 degrees 10 minutes East 28 feet 11 inches, more or less, to a stake standing in said line; said stake being at the end of the second and the beginning of the third line of that parcel hereinbefore referred to which was conveyed to Ivan L.

Crawford, et ux; thence running with the second line of said Crawford parcel reversed, South 75 degrees 50 minutes East 100 feet to the BEGINNING.

IT BEING the same property which was conveyed from Robert Conteh to Mayor and City Council of Cumberland by deed dated April 11, 2017 and recorded among the Land Records of Allegany County, Maryland in Book 2290, Page 427.

325 Pennsylvania Avenue

ALL that lot, piece or parcel of land situate, lying and being in Election District 4 of Allegany County, Maryland, being on the Westerly side of Pennsylvania Avenue, and known and designated as the whole of Lot 150 and the contiguous 2 feet 4 ½ inches of Lot 149 in Laing's Second Addition to Cumberland, Maryland, and which parcels are more particularly described as a whole as follows:

BEGINNING for said lot on the Northerly side of Fourth Street at its intersection with the Westerly side of Pennsylvania Avenue, and being the end of the first line of the whole parcel of which this is a part; thence running with the Northerly side of Fourth Street, North 75 degrees 50 minutes West 100 feet to the Easterly side of Clover Alley; then with a part of the third line of the whole parcel of which this is a part and with said alley, North 14 degrees 10 minutes East 27 feet 4 ½ inches to a stake; thence constructing a new line over and across Lot 149, South 75 degrees 50 minutes East 100 feet to a stake standing on the Westerly side of Pennsylvania Avenue; said stake standing 58 feet 7 ½ inches from the beginning of the first line of the whole parcel of which this is a part; thence running with the remainder of the first line South 14 degrees 10 minutes West 27 feet 4 ½ inches to the place of beginning.

IT BEING the same property which was conveyed from Gary L. Murphy to Mayor and City Council of Cumberland by deed dated April 21, 2017 and recorded among the Land Records of Allegany County, Maryland in Deed Liber 2301, folio 163.

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

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 at least 1 single family home or duplex dwelling on each of the properties identified above, i.e. (a) 32 Virginia Avenue, (b) 34 Virginia Avenue, (c) 321-323 Pennsylvania Avenue, and (d) 325 Pennsylvania

Avenue (hereinafter collectively referred to as the “Properties” and individually referred to as the “Property”). The party of the second part shall be responsible for completing the construction of the said structures and obtaining occupancy permits therefor no later than January 31, 2023.

2. The party of the second part shall diligently pursue the completion of the work described above, it being understood that 1-2 structures will be constructed at a time and thereafter sold, with the process repeating until such time as the party of the second part’s obligations as described in paragraph 1 above are completed.

3. The party of the first part and its designees shall have the right to inspect the Properties from time to time in order to ensure that the work described in paragraph 1 above is progressing and is being performed and completed in the manner described herein; provided, however, that the party of the first part shall endeavor to give the party of the second part no less than seventy-two (72) hours advance notice of any such inspections. The party of the second part shall fully cooperate with the party of the first part and its designees in regard to the scheduling and conduct of the inspections.

4. The party of the second part may not convey any Property 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.

5. In the event any Property is not reconveyed to the party of the first part by January 31, 2025 in accordance with the hereinafter set forth provisions, the party of the

first part shall forfeit its hereinafter-described rights of reverter and the covenants and agreements in these numbered paragraphs shall terminate.

6. Should the party of the second part fail to comply with the terms and provisions of paragraphs 1-3 hereinbefore as to any Property, the title to that Property shall immediately and without the necessity of any further action on the part of the party of the first part, revert and re-vest 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 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.

7. In furtherance of the terms and provisions set forth in the preceding paragraph, the party of the second part, hereby appoints Jeffrey D. Rhodes, City Administrator of the City of Cumberland, and his successor City Administrators, its true and lawful attorneys-in-fact, with full power of substitution, hereby granting them full power and authority for it and in its stead to execute and deliver a deed or deeds for any, all or less than all of the Properties to the party of the first part and to do any and all acts required in order to effect the said conveyance(s) in the event the party of the second part fails to comply with the aforesaid terms and conditions. Except as otherwise provided in paragraph 5 hereinbefore, the terms and provisions of this paragraph shall not be subject to revocation except upon the written consent of the party of the first part.

8. Once the party of the second part satisfies its obligations as described in paragraph 1 as to any Property, upon its request, the party of the first part shall deliver a

deed or other written instrument to the party of the second part which shall effect the surrender of the rights of reverter as described herein.

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

WITNESS/ATTEST:

**MAYOR AND CITY COUNCIL
OF CUMBERLAND**

Marjorie A. Woodring, City Clerk

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

**WITNESSES FOR CUMBERLAND
HOUSING ALLIANCE, INC.:**

**CUMBERLAND HOUSING
ALLIANCE, INC.**

Witness signature

By: _____(SEAL)
**Steven J. Kesner, President/Chief
Executive Officer**

Witness printed name

Witness address

Witness signature

Witness printed name

Witness address

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

I HEREBY CERTIFY, that on this ____ day of _____, 2018, 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 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 entity 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 _____, 2018, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared **Steven J. Kesner**, known to me or satisfactorily identified to be the person whose name is subscribed to the within instrument, the President and Chief Executive Officer of Cumberland Housing Alliance, Inc., a Maryland corporation, and acknowledged the foregoing to be the act and deed of the said corporation; and at the same time made oath he 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