

**COUNCIL OF THE CITY OF ABERDEEN**  
**Ordinance No. 20-O-19**

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**Date Introduced:** November 23, 2020

**Sponsored By:** Councilman Adam Hiob and Councilman Timothy Lindecamp

**Public Hearing:** December 14, 2020

**Amendments Adopted:** None

**Date Adopted:** December 14, 2020

**Date Effective:** January 4, 2021

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**AN ORDINANCE concerning**

**Rail Bird Alley Property Purchase**

**FOR** the purpose of authorizing and approving a certain Agreement of Sale for the City's purchase of 9.289 acres of land, more or less, on Rail Bird Alley in the City of Aberdeen; authorizing the City Manager to execute and deliver the Agreement of Sale and other closing documents on behalf of the City; and generally related to the City's acquisition of property on Rail Bird Alley.

**EXPLANATORY STATEMENT:** The City has the opportunity to purchase for the assessed value of \$46,400 the unimproved real property located in the Second Election District of Harford County, Maryland, situated on the east side of Rail Bird Alley, Aberdeen, Maryland, comprising 9.289 acres of land, more or less, identified as Parcel 1028 on Tax Map 203, and more particularly described in a Deed dated September 7, 2016, recorded among the Land Records of Harford County, Maryland, in Liber 12047, folio 335 (the "Property"). The City desires to purchase the Property for public purposes, the primary purpose being for future water quality treatment as part of the City's MS4-TMDL program; and secondary purposes may include a future site for a water booster station and open space/parkland.

The owners of the Property have presented the City with a signed Agreement of Sale ("Agreement of Sale"), a copy of which is attached to this Ordinance as Exhibit 1 and incorporated by reference. The City Council has determined that there is a public purpose for the purchase of the Property, that the terms and conditions of the Agreement of Sale are fair and reasonable, and that the acquisition of the Property will be in the public interest. Now, therefore,

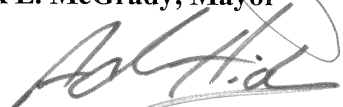
**SECTION 1. BE IT ENACTED BY THE COUNCIL OF THE CITY OF ABERDEEN,** that it hereby approves the Agreement of Sale and authorizes the City Manager to execute and deliver the Agreement of Sale and all closing documents reasonably necessary to effectuate the purchase of the Property by the City.

1           **SECTION 2. BE IT FURTHER ENACTED BY THE COUNCIL OF THE CITY OF**  
2 **ABERDEEN**, that this Ordinance shall become effective twenty (20) days following its adoption  
3 by the Council.

**COUNCIL OF THE CITY OF ABERDEEN**



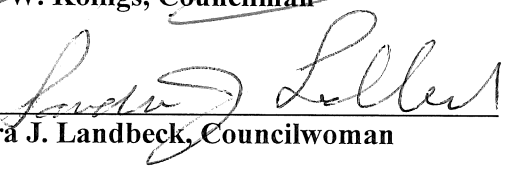
\_\_\_\_\_  
Patrick L. McGrady, Mayor




\_\_\_\_\_  
Adam M. Hiob, Councilman



\_\_\_\_\_  
Jason W. Kolligs, Councilman



\_\_\_\_\_  
Sandra J. Landbeck, Councilwoman



\_\_\_\_\_  
Timothy W. Lindecamp, Councilman

ATTEST:

SEAL:



\_\_\_\_\_  
Monica A. Correll, City Clerk

Date December 14, 2020

**EXHIBIT 1**

**Agreement of Sale**

## **AGREEMENT OF SALE**

This Agreement of Sale made this \_\_\_\_ day of November, 2020 (the "Effective Date") by and between the CITY OF ABERDEEN, a body corporate and politic of the State of Maryland ("Purchaser"), and MARY TANNA CALLAHAN and WILLIAM B. THOMPSON (collectively "Sellers").

1. **Property Description** – Sellers own a certain parcel of unimproved real property located in the Second Election District of Harford County, Maryland comprising 9.289 acres of land, more or less, identified as Parcel 1028 on Tax Map 203 and as more particularly described in a Deed dated September 7, 2016, from Mary Tanna Callahan, Personal Representative of the Estate of Robert I. Callahan, and William B. Thompson, to Sellers as Tenants in Common, recorded among the Land Records of Harford County, Maryland, in Liber 12047, folio 335 (the "Property"), the Property being situated on the east side of Rail Bird Alley, Aberdeen, Maryland 21001.
2. **Condition of Conveyance** – The Property is to be conveyed "As Is, with any imperfections" and shall include all easements, rights of way, licenses, privileges, hereditaments and appurtenances, if any, inuring to the benefit of the land; together with all interests of Sellers in any land lying in the bed of any highway, street, or road adjoining the Property. Sellers shall convey the Property to Purchaser free and clear of any tenancies. Sellers make no representations whatsoever pertaining to the condition, or the value of the Property.
3. **Purchase Price** – The Purchase Price for the Property shall be \$46,400 payable as follows:
  - a. Purchaser shall deposit \$2,000 into an account to be held by the Escrow Agent selected by the Purchaser ("Escrow Agent").
  - b. The net balance of the Purchase Price shall be paid at Closing by cashier's, title company or certified check, or immediately available funds wired to Sellers account, together with remittance of the deposit held in escrow.
4. **Closing** – The closing shall take place in escrow at a time and place mutually agreed to by all parties no later than 30 calendar days following the Effective Date of this Agreement. The parties are not obligated to physically attend the Closing, which may be conducted through courier or overnight service or electronic document transmission according to protocols of Purchaser's closing agent. At Closing, Purchaser shall furnish final documents and pay all closing costs, including but not limited to, unpaid real estate taxes on the Property, water and sewer rents, recording fees and transfer taxes due at Closing, and any other Escrow Agent and Closing Agent fees and costs.
5. **Condition of Title; Deed** – On behalf of the Sellers, Purchaser agrees to prepare and deliver to Sellers at least 7 calendar days prior to Closing, a Quitclaim Deed in recordable form satisfactory to the Sellers. Sellers agree to execute the Deed and deliver it to the Escrow Agent at least 2 calendar days prior to Closing.
6. **Risk of Loss** – Until Closing, the risk of loss shall remain with the Purchaser.
7. **Encumbrances and Outstanding Agreements** – Sellers currently have no outstanding agreements or knowledge of any unrecorded encumbrances concerning the Property, and agree not to enter into any new agreements or place any encumbrances affecting title to the Property, prior to Closing, unless mutually agreed upon by Sellers and Purchaser.
8. **Sellers's Authority** – Sellers have full power, authority, and legal right to perform their obligations under this Agreement, and no further action or approval is required.
9. **Compliance** – Sellers have no knowledge of any notice from any governmental authority of any violations of federal, state or local law, regulation or ordinance affecting the Property. The City

has conducted an extensive environmental study and Purchaser will accept the Property "As Is, with any imperfections".

10. **Purchaser's Right of Entry and Inspection** – At any time prior to Closing, the Purchaser and its designated agents may enter the Property at their own risk, to conduct any inspections or tests it deems necessary. Following such entries, the Purchaser agrees to return the Property substantially to its pre-test condition, and agrees to indemnify and hold the Sellers harmless from all claims resulting by reason of such entries.
11. **FIRPTA Certification** – Sellers affirm that they are not foreign persons within the meaning the Foreign Investment in Real Property Tax Act, and that they are not subject to FIRPTA withholding.
12. **Title Company Documents** – Sellers agree to execute any instruments, agreements, affidavits, settlement statements and/or other documentation reasonably required by the Purchaser's Title Company; however, such documents shall not require Sellers to certify or make any additional warranties inconsistent with the sale being "As Is, with any imperfections" and conveyance by Quitclaim Deed.
13. **Default** – If Purchaser defaults, the Purchaser is entitled to receive back any monies previously paid to Escrow Agent. In such a case, Purchaser is responsible for all Closing and Escrow fees incurred by the Sellers or Purchaser in this transaction. The Sellers agree not to pursue any relief or remedy of any kind from the Purchaser. If the Sellers default, the Purchaser is entitled to all escrowed funds and agrees not to pursue any relief or remedy of any kind from the Sellers.
14. **No Brokers** – Sellers and Purchaser represent to each other that neither party has dealt with any broker with regard to the subject matter of this Agreement, and pledge not to do so prior to Closing.
15. **Notices** – All notices and other communications to be given under this Agreement shall be in writing and shall be hand delivered or sent by reputable, overnight courier service, or by e-mail, addressed as follows:

**If intended for Sellers:**

William B. Thompson  
P.O. Box 3679  
Ponte Vedra Beach, FL 32004  
E-mail: wbt1932@gmail.com

**If intended for Purchaser:**

Mr. Randy Robertson  
City Manager  
City of Aberdeen  
60 North Parke Street  
Aberdeen, Maryland 21001  
E-mail: rrobertson@aberdennmd.gov

**With a copy to:**

Frederick C. Sussman, Esquire  
Council, Baradel, Kosmerl & Nolan, P .A.  
125 West Street, 4thFloor  
Annapolis, Maryland 21401  
Telephone: (410) 268-6600  
Fax: (410) 269-8409  
Email: fsussman@councilbaradel.com

All such notices or other communications shall be deemed to have been given on the date of delivery, or on the date such delivery is refused by the recipient. Notices by or to the parties may be given on their behalf by their respective attorneys.

16. **Successors** – This Agreement shall be binding upon and inure to the benefit of Sellers and Purchaser and their respective heirs, personal representatives, successors and assigns.

17. **Headings** – The headings and captions herein are for convenience and in no way define or limit the scope or intent of any of the provisions.
18. **Severability** – If any provision of this Agreement shall be held invalid or illegal, such holding shall not affect the validity, or legality of the remaining provisions of the Agreement.
19. **Governing Law** – This Agreement shall be governed by and construed in accordance with the law of the State of Maryland, without regard to principles or conflicts of law.
20. **Time is of the Essence** – Time is of the essence in this Agreement.
21. **No Recording** – This Agreement shall not be recorded in the Land Records of Harford County or in any other office or place of public record.
22. **Counterparts** – This Agreement may be signed in one or more counterparts (or with counterpart signature pages) which, taken together, shall constitute a fully executed Agreement and shall be considered a single document. Electronic signatures shall be considered as valid.
23. **Integration Clause** – This Agreement constitutes the entire understanding among the parties with respect to its subject matter, and supersedes any prior agreements. This Agreement shall not be modified or amended unless agreed to in writing by Sellers and Purchaser.

IN WITNESS WHEREOF, Sellers and Purchaser have executed this Agreement as of the day and year first written above.

**WITNESS/ATTEST:**

\_\_\_\_\_

**PURCHASER:**

**CITY OF ABERDEEN, MARYLAND**

\_\_\_\_\_  
Randy Robertson, City Manager, City of Aberdeen

**WITNESS:**

Nancy Blyler Thompson

Nancy Blyler Thompson

**SELLERS:**

William B. Thompson

William B. Thompson

William B. Thompson

Signed on behalf of Mary Tanna Callahan;  
By William B. Thompson, acting under a Limited  
Power of Attorney dated Nov. 11, 2020.

# FLORIDA REAL ESTATE POWER OF ATTORNEY

I, **Mary Tanna Callahan**, of 595 Normandy M, Delray Beach, Florida 33484 ( "Principal"), hereby appoint **William B. Thompson**, of P.O. Box 3679, Ponte Vedra Beach, Florida 32004 ("Agent"), to act on my behalf for the purpose set forth in Article I below:

## Article I. Assignment of Authority

My agent is authorized to act on my behalf for the purpose of selling any and all Real Property, located in the State of Maryland, in which we hold any form of mutual interest, including property held as joint tenants, or tenants in common. My agent is authorized to perform any and all acts related to such sale(s), including, but not limited to: negotiation of price and terms; executing, modifying and delivering any and all documents necessary to complete the transaction(s); and accepting the proceeds resulting from any sales.

## Article II. Durable Power of Attorney; Term

This power of attorney shall not be affected by my subsequent disability or incapacity. It is effective as of the date hereof and shall terminate upon my death or revocation.

## Article III. Ratification

I, Mary Tanna Callahan, grant to my Agent full power and authority to perform all acts on my behalf as I could do if personally present, hereby ratifying and confirming all that my Agent may do pursuant to this power.

## Article IV. Revocation

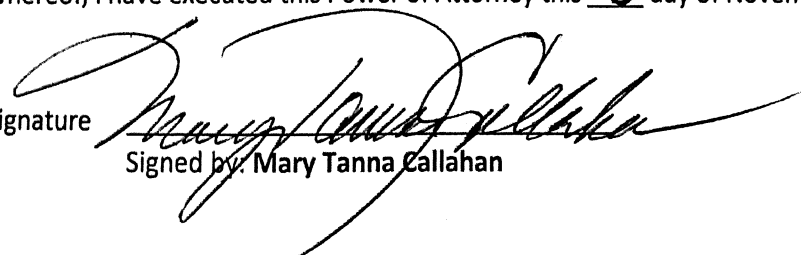
I, Mary Tanna Callahan, hereby revoke any existing powers of attorney that I may have previously granted to William B. Thompson.

## Article V. Governing Law

This Power of Attorney shall be governed by, and construed in accordance with, the laws of the State of Florida.

In witness whereof, I have executed this Power of Attorney this 05 day of November, 2020.

Principal's Signature

  
Signed by: Mary Tanna Callahan

### Affirmation By Witnesses

We have personally witnessed the execution of this Florida Real Estate Power of Attorney by the Principal, Mary Tanna Callahan, and in the presence of the Principal and each other, we affirm that she appeared to each of us to be of sound mind, was not under duress, and she affirmed to each of us that she was aware of the nature of this Instrument, and signed it freely and voluntarily.

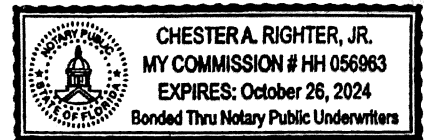
Witness 1 Signature Maria Cohen Print Name Maria Cohen

Witness 2 Signature Caroline Rusinovich Print Name Caroline Rusinovich

### Notary Acknowledgment

STATE OF FLORIDA

PALM BEACH County, ss.



On this 05 day of November 2020, before me appeared Mary Tanna Callahan, as the Principal who proved to me through government issued photo identification to be the above-named person, in my presence and in the presence of the above witnesses, executed the foregoing Florida Real Estate Power of Attorney and acknowledged that she executed the same as her free act and deed.

Notary Public Chester Righter

Print Name: CHESTER RIGHTER My commission expires: 10-26-2024

### Acceptance by Agent

I, William B. Thompson, acknowledge and execute this Power of Attorney, and by such execution hereby affirm that I accept the appointment as Agent, and understand my duties under this Florida Real Estate Power of Attorney and under the law.

Agent's Signature William B. Thompson Print Name William B. Thompson

Date: 11-13-2020