

**COUNCIL OF THE CITY OF ABERDEEN**  
**Ordinance No. 23-O-12**

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**Date Introduced:** August 28, 2023

**Sponsored By:** Councilwoman Sandra Landbeck and Councilwoman Tandra Ridgley

**Public Hearing:** September 11, 2023

**Amendments Adopted:** None

**Date Adopted:** September 25, 2023

**Date Effective:** October 16, 2023

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**AN ORDINANCE concerning**

**18 N. Law Street Property Purchase**

**FOR** the purpose of authorizing and approving a certain Agreement of Sale for the City's purchase of 0.113 acres of land, more or less, known as 18 N. Law Street in the City of Aberdeen; ratifying, confirming and validating the Mayor's execution and delivery of the Agreement of Sale and other closing documents on behalf of the City; ratifying, confirming and validating the acquisition of such property; and generally related to the City's acquisition of property on N. Law Street.

**EXPLANATORY STATEMENT:** The City has the opportunity to purchase, for the nominal sum of \$1.00, the improved real property located in the Second Election District of Harford County, Maryland, known as 18 N. Law Street, Aberdeen, Maryland, comprising 0.113 acres of land, or 4,920 square feet, more or less, identified as Parcel 914 on Tax Map 205 (Property Tax Account No. 02-007444) , and more particularly described in a Deed dated October 19, 1999, recorded among the Land Records of Harford County, Maryland, in Liber 3141, folio 537 (the "Property").

The owner of the Property, The Walker Cancer Research Institute, Inc., 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, and on June 20, 2023, delivered a Deed to the property to the City that has been recorded in the Land Records of Harford County, Maryland, in Book 15949, page 198. A copy of the recorded Deed is attached to this Ordinance as Exhibit 2 and incorporated by reference.

The City Council has determined that there is a public purpose for the purchase of the Property, the primary purpose being for future site of the Aberdeen Museum; 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,

1        **SECTION 1. BE IT ENACTED BY THE COUNCIL OF THE CITY OF**  
2 **ABERDEEN**, that it hereby approves the Agreement of Sale and ratifies, confirms and validates  
3 the Mayor's execution and delivery the Agreement of Sale and all closing documents reasonably  
4 necessary to effectuate the purchase of the Property by the City, and further ratifies, confirms and  
5 validates the City's purchase of the Property and acceptance of the Deed.

6  
7        **SECTION 2. BE IT FURTHER ENACTED BY THE COUNCIL OF THE CITY OF**  
8 **ABERDEEN**, that this Ordinance shall become effective at the expiration of twenty (20) calendar  
9 days following its adoption by the Council.

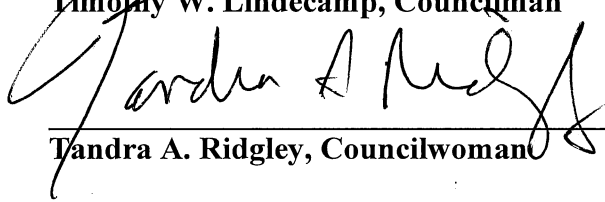
**COUNCIL OF THE CITY OF ABERDEEN**

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

  
\_\_\_\_\_  
Adam M. Hiob, Council President

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

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

  
\_\_\_\_\_  
Tandra A. Ridgley, Councilwoman

ATTEST:

SEAL:

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

Date

  
\_\_\_\_\_  
September 25, 2023

EXHIBIT 1

Agreement of Sale

CONTRACT OF SALE

THIS CONTRACT OF SALE, made and executed, in duplicate, this 9<sup>th</sup> day of June, 2023, by and between THE WALKER CANCER RESEARCH INSTITUTE, INC., a Maryland corporation, sometimes hereinafter referred to as "Seller", and the CITY OF ABERDEEN, sometimes hereinafter referred to as "Buyer".

WITNESSETH:

That for and in consideration of the mutual promises and covenants of the parties hereto, all as more fully described, and for other good and valuable considerations, the receipt and adequacy all of which is hereby acknowledged, the parties, intending to be legally bound, hereby promise, covenant and agree as follows:

1. The Property. The Seller hereby agrees to sell to the Buyer, and the Buyer agrees to purchase from the Seller, on and subject to the terms and conditions hereinafter set forth, the fee simple real property located in the City of Aberdeen, in the Second Election District of Harford County, State of Maryland, located on the northwesterly side of Law Street, containing 0.113 of an acre of land, more or less; the improvements thereon being known as No. 18 N. Law Street, Aberdeen, MD 21001 (Tax ID 02-007444); and being the same and all the land described in a Deed dated October 19, 1999, from Around the World, Inc. to The Walker Cancer Research Institute, Inc. and recorded among the Land Records of Harford County in Liber No. 3141, folio 537.

2. Purchase Price. The purchase price for the Property is One Dollar (\$1.00), to be paid at Settlement.

3. Settlement. Settlement shall be held, at a location determined by Buyer, within sixty (60) days of the date hereof. At Settlement, upon Buyer's payment to Seller of the purchase price for the Property, Seller shall execute and deliver to Buyer a deed to the Property containing covenants of special warranty and further assurances, which shall convey the Property to Buyer. The title so conveyed shall be good and merchantable fee simple title, both of record and in fact, free and clear of all liens and encumbrances except use and occupancy restrictions of public record and publicly recorded easements for public utilities.

4. Possible Title Defects.

(a) In the event that a licensed title insurance company shall report that the title

to the Property is not good and merchantable, against which title defect the title company will not insure at its regular scheduled premium, Buyer shall report such fact to Seller prior to closing date, and demand that same be cured prior to closing. Seller shall have a period of sixty (60) days from the date of such notice from Buyer to cure such defect at Seller's sole expense, and the date of closing hereunder shall be deferred until such time, not to exceed said sixty (60) days from the time herein fixed for closing, as Buyer shall be satisfied that the title is good and merchantable.

(b) If Seller shall be unable to convey and assign a good and merchantable title to the Property, Buyer shall have the option of taking such title as Seller can give without abatement of price or, in the alternative, of being repaid all monies paid on account of the purchase price, if any, and, in the latter event, this Contract shall become null and void.

5. Default. Should Buyer fail to make settlement as herein provided, all sums paid on account, if any, shall be retained by Seller as liquidated damages and in compensation for the damages and expenses Seller has incurred, and rescission of this Contract shall be deemed to take place automatically and this Contract shall become null and void and Buyer shall be released from any further liability hereunder.

6. Costs and Adjustments. Real estate taxes and water/sewer charges, if any, shall be apportioned as of the date of settlement and assumed and paid thereafter by Buyer. Title examination and title insurance, recording charges, tax lien certificate, preparation of this contract and the deed, holding of settlement, and notary fees shall be at Buyer's expense. The costs of all documentary stamps and transfer taxes imposed on this transaction shall be paid by Buyer.

7. Agricultural Assessment. Pursuant to the provisions of Tax-Property Article of the Annotated Code of Maryland, Seller hereby notifies Buyer that the property herein sold may have had an agricultural assessment within five (5) years of the most recent taxable year, and if the property is developed for non-agricultural use, the Property will be subject to the appropriate tax as therein set forth. All taxes imposed as a result of said Section, if any, shall be borne by Buyer.

8. Real Estate Commissions. The Seller and the Buyer each warrant and represent to the other that they have not used the services of any broker, agent or finder who would be entitled to a commission on account of this Contract or the consummation of the transactions contemplated hereby and agree to defend, indemnify and save the other harmless from any commission or fee which may be payable to any broker, agent or finder with whom the indemnifying party has dealt in

connection with this Contract.

9. Risk of Loss. The Property shall be held at the risk of Seller until Settlement hereunder. Seller may have all insurance policies on the Property, if any, endorsed to protect all parties hereto, as their interests may appear, and shall continue the insurance in force during the life of this Contract.

10. Miscellaneous.

(a) This Contract may be signed in counterpart and contains the final and entire agreement between the parties and neither they nor their agents shall be bound by any terms, conditions or representations not herein written.

(b) Time shall be of the essence of this Contract.

(c) This Contract shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, and assigns.

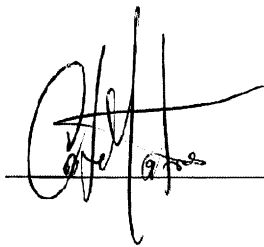
IN WITNESS WHEREOF, the parties hereto have executed this Contract of Sale and affixed their seals hereto on the day and year first above written.

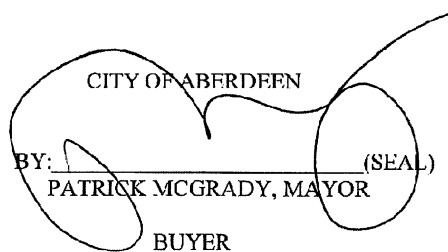
WITNESS:

THE WALKER CANCER RESEARCH  
INSTITUTE, INC., a Maryland corporation

BY: S.L. Blumenthal, Jr. (SEAL)  
STEVEN L. BLUMENTHAL  
VICE-PRESIDENT

SELLER

  
\_\_\_\_\_

CITY OF ABERDEEN  
BY:  (SEAL)  
PATRICK MCGRADY, MAYOR  
BUYER

## Recorded Deed

**RETURN TO:**  
Getz Title Group, LLC  
26 S. Main Street  
Bel Air, Maryland 21014  
410-838-4135  
File No. 23.578.003ABERD

THIS DEED, made this 20<sup>th</sup> day of June, 2023, by and between THE WALKER CANCER RESEARCH INSTITUTE, INC., a Maryland corporation (hereinafter referred to as "Grantor"); and CITY OF ABERDEEN, MARYLAND (hereinafter referred to as "Grantee").

WITNESSETH, that for and in consideration of the sum of One Dollar (\$1.00), and other good and valuable considerations, the receipt of which is hereby acknowledged, the Grantor does hereby grant and convey unto the Grantee, all that lot or parcel of land situate and lying in the City of Aberdeen, in the SECOND ELECTION DISTRICT of Harford County, Maryland, and being more particularly described as follows:

**BEGINNING** for the same at an iron pin at the intersection formed by the northwesterly side of Law Street and the southwesterly side of Walnut Alley, said beginning point being the northeasterly most corner of the land of Charles T. Oliver, and running thence binding on the northwesterly side of Law Street, South 25° 17' West 100.00 feet to an iron pin, thence for a new dividing line between the land of Oliver and the land being conveyed North 64° 43' West 50.00 feet to an iron pin in the outline of the land of Oliver, thence binding on the outline of the land of Oliver the three following courses, viz: North 25° 17' East 88.95 feet to an iron pin, North 57° 55' East binding on the Baltimore and Ohio Railroad right of way 13.17 feet to an iron pin on the southwesterly side of Walnut Alley, thence binding on the southwesterly side of Walnut Alley South 64° 43' East 42.92 feet to the point of beginning, containing 0.113 acre of land, more or less, as surveyed by W. R. Abernethy, Jr., Surveyor on August 20, 1966. The improvements thereon being known as 18 North Law Street, Aberdeen, Maryland 21001. (Tax ID # 02-007444)

BEING the same and all the land described in and conveyed by a Deed dated October 19, 1999 from Around the World, Inc. to The Walker Cancer Research Institute, Inc. and recorded October 27, 1999 among the Land Records of Harford County in Liber No. 3141, folio 537.

TOGETHER with the buildings and improvements thereon erected, made or being; and every and all rights, alleys, ways, waters, privileges, appurtenances and advantages thereto belonging, or in anywise appertaining.

TO HAVE AND TO HOLD the lot or parcel of land above described and mentioned and hereby intended to be conveyed unto and to the proper use and benefit of the Grantee, his successors and assigns, forever, in fee simple.

1

[illegible]

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AND the Grantor hereby covenants that it has not done or suffered to be done any act, matter or thing whatsoever, to encumber the property hereby conveyed; that it will warrant specially the property hereby granted; and that it will execute such further assurances of the same as may be requisite.

AS WITNESS the hand and seal of the Grantor the day and year first above written.

WITNESS:

THE WALKER CANCER RESEARCH  
INSTITUTE, INC., a Maryland corporation

  
MICHAEL FROMMER

BY:  (Seal)  
STEVEN L. BLUMENTHAL  
VICE PRESIDENT

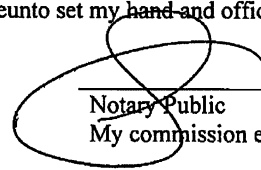
STATE OF FLORIDA, COUNTY OF DALMAN, to wit:

I hereby certify that on this 17<sup>th</sup> day of June, 2023, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared STEVEN L. BLUMENTHAL, VICE PRESIDENT OF THE WALKER CANCER RESEARCH INSTITUTE, INC., a Maryland corporation, and made oath in due form of law that the foregoing Deed is its act and deed and that he is authorized to execute same, and under penalties of perjury that the consideration recited herein is true and correct, and this transfer is not a sale of all or substantially all of the assets of the corporation.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.



MICHAEL FROMMER  
Commission # HH 381889  
Expires April 2, 2027

  
Notary Public  
My commission expires: 4/2/27

THIS IS TO CERTIFY that the within Deed was prepared by or under the supervision of the undersigned, an Attorney duly admitted to practice before the Court of Appeals of Maryland.

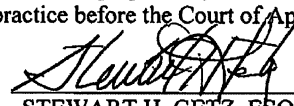
OTHER TOWN/CITY CHARGES DUE:

COLLECTION NOT REQUIRED NOW.

ABERDEEN: Letter 6/22/23 P.W.

BEL AIR: \_\_\_\_\_

HAVRE DE GRACE: \_\_\_\_\_

  
STEWART H. GETZ, ESQUIRE

HARFORD COUNTY MARYLAND

TRANSFER TAX PD \$ -0-  
ALL OTHER TAXES PAID 6/22/23 P.W.

HARFORD COUNTY MARYLAND  
RECORDATION TAX PD \$ -0-  
PER PW DATE 6/22/23

OTHER WATER/SEWER CHARGES DUE  
COLLECTION NOT REQUIRED NOW  
PER PW DATE 6/22/23 HARFORD COUNTY

HARFORD COUNTY CIRCUIT COURT (Land Records) MLK 15949, p. 0199, MSA\_CE54\_15955. Date available 06/26/2023. Printed 08/15/2023.

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MARYLAND  
FORM  
WH-AR

**Certification of Exemption from Withholding Upon  
Disposition of Maryland Real Estate Affidavit of  
Residence or Principal Residence**

**2023**

Based on the certification below, Transferor claims exemption from the tax withholding requirements of §10-912 of the Tax-General Article, Annotated Code of Maryland. Section 10-912 provides that certain tax payments must be withheld and paid when a deed or other instrument that effects a change

in ownership of real property is presented for recordation. The requirements of §10-912 do not apply when a transferor provides a certification of Maryland residence or certification that the transferred property is the transferor's principal residence.

**1. Transferor Information**

Name of Transferor The Walker Cancer Research Institute, Inc.

**2. Description of Property** (Street address. If no address is available, include county, district, subdistrict and lot numbers).  
18 N. Law St., Aberdeen, MD 21001

**3. Reasons for Exemption**

**Resident Status**

☐

As of the date this form is signed, I, Transferor, am a resident of the State of Maryland.

☒

Transferor is a resident entity as defined in Code of Maryland Regulations (COMAR)03.04.12.02B(11), I am an agent of Transferor, and I have authority to sign this document on Transferor's behalf.

**Principal Residence**

☐

Although I am no longer a resident of the State of Maryland, the Property is my principal residence as defined in IRC 121 (principal residence for 2 (two) of the last 5 (five) years) and is currently recorded as such with the State Department of Assessments and Taxation.

**Under penalty of perjury, I certify that I have examined this declaration and that, to the best of my knowledge, it is true, correct, and complete.**

**3a. Individual Transferors**

Witness

Name

\*\*Date

Signature

**3b. Entity Transferors**

Witness/Attest

Michael Framer

The Walker Cancer Research  
Institute, Inc.

Name of Entity

By

Steven L. Blumenthal

Name

6-17-23

\*\*Date

Vice President

Title

\*\* Form must be dated to be valid.

**Note:** Form is only valid if it was executed on the date the Property was transferred and is properly recorded with the Clerk of the Court.

**To the Clerk of the Court:** Only an un-altered Form WH-AR should be considered a valid certification for purposes of Section 10-912.

01/22

HARFORD COUNTY CIRCUIT COURT (Land Records) MLK 15949, p. 0200, MSA\_CE54\_15955. Date available 06/26/2023. Printed 08/15/2023.

System Reserved for Circuit Court Clerk Recording Validation