

RESOLUTION NO. 2812

A RESOLUTION OF THE CITY OF SALISBURY TO PURCHASE IMPROVED REAL PROPERTY LOCATED AT 401 E. CHURCH STREET FROM THANG TRAN IN FURTHERANCE OF THE GOALS OF THE COMMUNITY DEVELOPMENT INITIATIVE.

WHEREAS, the seller, Thang Tran owns improved residential property located at 401 E. Church Street, which was acquired by deed dated March 23, 2017 and recorded in the Land Records of Wicomico County, Maryland in Liber 4142, folio 223; and

WHEREAS, the property has been vacant for a minimum of three years and has contributed to blight and nuisance to the neighborhood; and

WHEREAS, the City of Salisbury Department of Housing and Community Development desires to purchase the property as part of its Community Development Initiative, and demolish the structure; and

WHEREAS, there are no outstanding charges, liens or judgments, or real property taxes for the property; and


WHEREAS, the attached Contract of Sale for the property is authorized to be signed to purchase the property, which affords protection to the City if issues related to the title, property condition, etc. are found before the City is obligated to complete the purchase; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Salisbury, Maryland does hereby agree to purchase the 401 E. Church Street property from Thang Tran for \$14,000 in accordance with the terms contained in the attached Contract of Sale contingent upon the property having a clear title and closing to take place at a mutually agreed upon time and location; and

IT IS FURTHER RESOLVED that the Mayor or his designated representative is hereby authorized to further negotiate, execute and deliver all documents on behalf of the City of Salisbury in connection with the purchase of this property and to take any action which is necessary to consummate the transactions described herein.

THE ABOVE RESOLUTION was introduced and read and passed at the regular meeting of the Council of the City of Salisbury held on this 12th day of February, 2018 and is to become effective immediately upon adoption.

ATTEST:


Kimberly R. Nichols, City Clerk


John R. Heath, City Council President

APPROVED by me this 14th day of FEBRUARY, 2018


Jacob R. Day, Mayor



City of
Salisbury
Jacob R. Day, Mayor

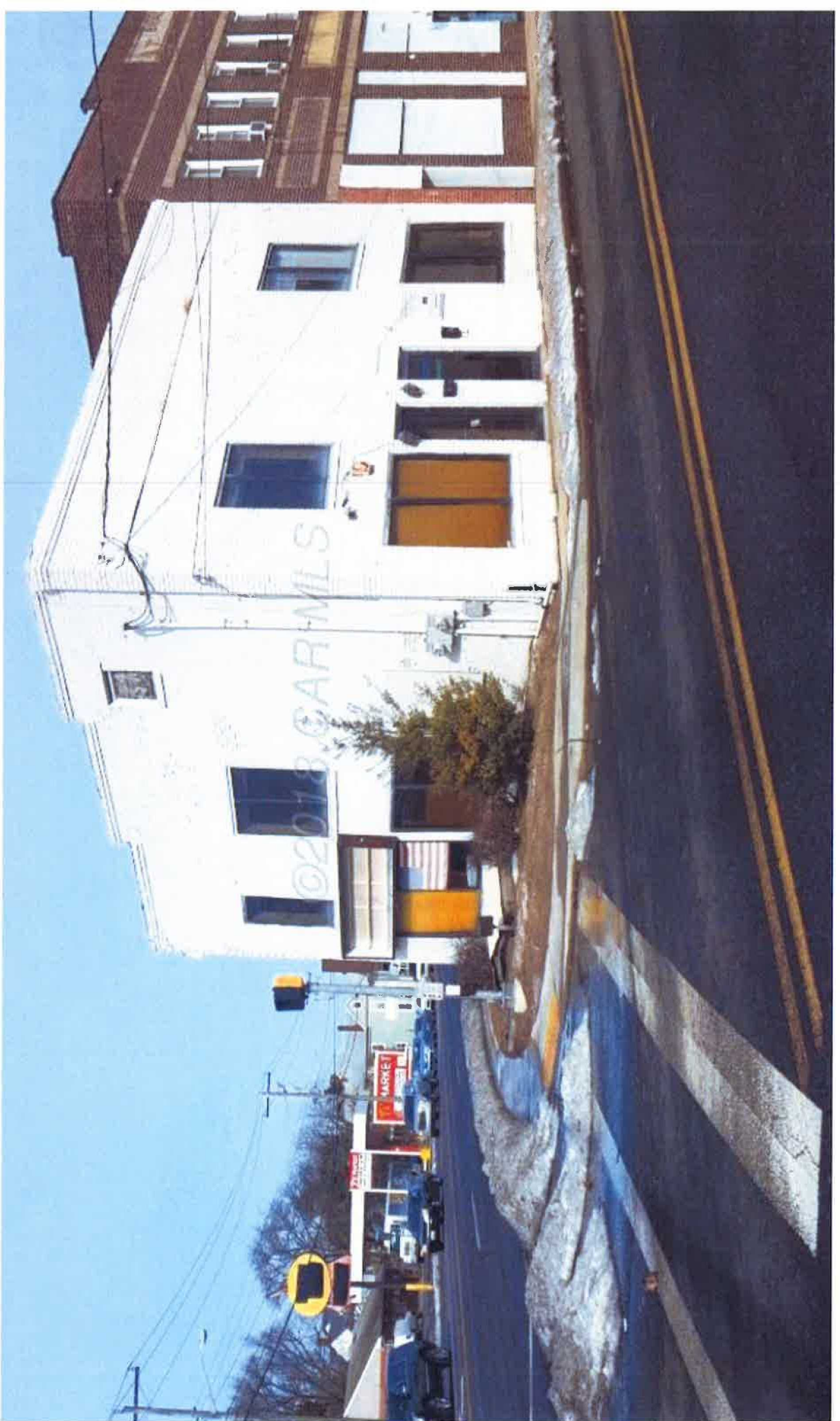
To: Andy Kitzrow, Assistant City Administrator
From: Susan Webb, Director of Housing & Community Development *SW*
Subject: Purchase of 401 E. Church Street Resolution
Date: January 25, 2018

Attached please find a resolution and purchase contract that will have the effect of purchasing 401 E. Church Street from Thang Tran.

401 E. Church Street is a property that has been vacant for a minimum of three (3) years. The condition of this structure and lack of maintenance has contributed to blight and nuisance to the neighborhood.

The City's intention is to demolish this structure after it is purchased.

Unless you have any questions please forward this memorandum to the Mayor and City Council.



*** FAX RX REPORT ***

RECEPTION OK

JOB NO.	5227
DESTINATION ADDRESS	4106324763
SUBADDRESS	
DESTINATION ID	
ST. TIME	01/24 12:56
TX/RX TIME	01' 03
PGS.	3
RESULT	OK

DigiSign Verified: B8749CC9-CAD4-4281-8442-065F2D00BE42


BUYER: City of Salisbury

January 23, 2018
Date

Susan Webb (SEAL)
Susan Webb, City of Salisbury

SELLER: Thang Tran

January 24/2018
Date

 (SEAL)
Thang Tran

DigiSign Verified: B8749CC9-CAD4-4281-8442-065F2D00BE42

COMMERCIAL SALES CONTRACT

1. THIS AGREEMENT OF SALE ("AGREEMENT"), made this the 23rd day of January, 2018 by and between ("SELLER") Thang Tran, and ("BUYER") The City of Salisbury, Maryland, and/or assigns, that the Seller does hereby bargain and sell unto the said buyer and latter does hereby purchase from the former, the following described properties: The property located at 401 E. Church Street, Salisbury MD, 21801.

2. PURCHASE PRICE AND METHOD OF PAYMENT: The purchase price shall Fourteen Thousand Dollars (\$14,000.00); of which Five Hundred (\$500) ("Deposit") has been paid at the signing hereof, and the balance to be paid at settlement. The balance of the Purchase Price shall be due and payable as follows; Thirteen Thousand Five Hundred Dollars (\$13,500.00) at Closing and shall be delivered by Purchaser on the day of settlement. Transfer and Recording Taxes will be split between buyer and seller.

THE ENTIRE DEPOSIT SHALL BE HELD BY SETTLEMENT ATTORNEY; IN AN ESCROW ACCOUNT IN ACCORDANCE WITH MARYLAND REAL ESTATE LAW.

3. SETTLEMENT ATTORNEY/TITLE COMPANY. Buyer shall have the option of selecting his own Title Insurance Company or Title Attorney.

4. SETTLEMENT DATE: Settlement to be made on or before February 9th, 2018. February 13, 2017 *SW*

5. RESPONSIBILITY FOR PHYSICAL CONDITION: It is understood and agreed to by the parties hereto that the herein described property is to be held at the risk of the Seller until legal title has passed or possession given.

6. CONVEYANCING: Upon payment as above provided of the unpaid purchase money, a deed for the property containing covenants of special warranty and further assurances, shall be executed at the Buyer's expense by the Seller, which shall convey the property to the Buyer. Seller warrants: (1) that title to be good and merchantable, free of liens and encumbrances except as specified herein, and except for use and occupancy restrictions of public record which are generally applicable to properties in the immediate neighborhood, and publicly recorded easements for public utilities and other easements which may be observed by inspection of the property; (2) that to the best of Seller's knowledge, neither Seller nor any predecessor in title has used, stored, or discharged any Hazardous Substances on or about the property; (3) that the Property is not designated as farm land for real estate tax purposes; and (4) that Seller will cooperate fully with Buyer in carrying out the transaction contemplated hereby.

7. DEPOSIT: If the Buyer or Seller shall fail to make settlements as herein agreed, the deposit herein provided for may be forfeited at the option of the injured party as liquidated damages or said injured party may sue for specific performance and/or damages in the alternative. If the Buyer or Seller should fail or refuse to release said deposit, the Deposit shall be delivered by way of interpleader to the Circuit Court to determine ownership thereof and have all costs and expenses in connection therewith deducted from said deposit.

THE BUYER / PURCHASER IS AWARE THE PROPERTY INCLUDING THE BUILDING IS SOLD "AS IS" *SW* *V.T.*

[Signature Page to Follow]

Purchase of property is contingent on the approval of The City of Salisbury's Council Members.

01/24/2018 *SW*

112 West Green Street
Snow Hill, MD
(410) 632-8245
(410) 632-4763 (FAX)

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Fax

To: DAVID BUCHERT From: THANH TRAN
Fax: 443-944-0756 Pages: 2 PAGES
Phone: 443-366-4049 Date: 01/24/18
Re: CHURCH ST. / SAUSBURY CC:
☒ Urgent ☐ For Review ☐ Please Comment ☐ Please Reply ☐ Please Recycle

• Comments:

PLEASE CALL ME ASAP BACK
THANKS.

