

A Resolution Authorizing the Sale of an Unbuildable Lot

**City of Glenarden, Maryland
2016 Legislation**

Resolution No: R-45-2016
Sponsor: Elaine A. Carter, Councilwoman, Ward II
Co-Sponsor: _____
Session: Regular Session
Date of Introduction: May 9, 2016

A Resolution Authorizing the Sale of an Unbuildable Lot

WHEREAS, the City of Glenarden owns lots throughout the City that are unbuildable; and

WHEREAS, these unbuildable lots have been offered for sale to the adjacent owned properties; and

WHEREAS, Royette E. Smith (the “Buyer”) wishes to purchase the unbuildable lot that is contiguous to her property (see Appendix A); and

WHEREAS, the unbuildable lot is identified by the Maryland Department of Assessments and Taxation as Lot 1 on Map 0060, Grid 00A1, Subdivision 3500, Parcel 0000, Block A, Plat No. E-0713, and is further identified as Lot 1 of Tax Account # 13-1429018 in the Prince George’s County Tax Map System (see Appendix B) (hereinafter referred to as “Lot 1”); and

WHEREAS, the City is identified as owner of Lot 1, which deed is recorded among the land records of Prince George’s County, Maryland at Liber 9702, folio 59 (see Appendix C); and

WHEREAS, the City and Buyer have agreed on a purchase price of \$328.00; and

WHEREAS, because the City and Buyer have agreed on a purchase price, a new resolution to authorize the sale of Lot 1 is needed to supersede R-27-2016.

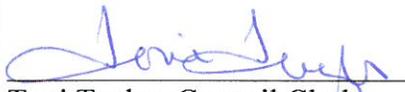
NOW, THEREFORE BE IT RESOLVED, by the City Council of Glenarden, Maryland sitting in Regular Session this 9th day of May, 2016 as follows:

1. That the Council President be and hereby is authorized to enter into a contract, attached hereto as Appendix D, for the sale of Lot 1 as described in this Resolution, and to deed Lot 1 to Buyer.
2. That upon approval of this Resolution, Buyer will pay to the City \$328.00 for the purchase of Lot 1.
3. That Buyer will pay and be solely responsible for all costs related to the closing, including any applicable recordation or transfer taxes. Funk & Bolton, P.A. has agreed to conduct the closing.

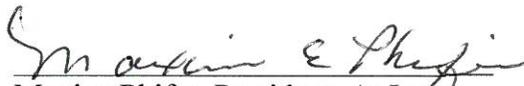
- 1 4. That this property is sold to Buyer because the lots are too small to be
2 buildable under Prince George's County zoning and subdivision
3 regulations. The sale of this property is contingent upon the agreement by
4 Buyer that Buyer will not represent, nor allow others to represent, that the
5 lot is buildable, and will affirmatively disclose to any potential buyer that
6 Lot 1, by itself, is not buildable so long as the Property does not meet the
7 minimum size requirements in the Prince George's County Code. Buyer
8 shall further agree that, should Buyer combine the lot with any other
9 parcels for sale, the total square footage of the combined property shall
10 meet the minimum size required by the Prince George's County Code for
11 a buildable lot. This agreement will be reflected in the contract for sale of
12 the property by the City to Buyer.
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14 5. That R-27-2016 is expressly superseded.
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16 6. That this Resolution shall take effect immediately upon adoption.
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19 Date Approved: May 9, 2016
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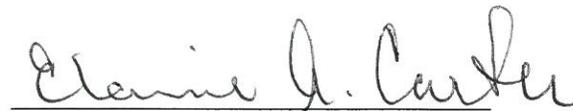
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22 ATTEST:

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26 Toni Taylor, Council Clerk

City Council of Glenarden, MD

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30 Maxine Phifer, President, At Large

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33 James Herring, Vice Chair, Ward I

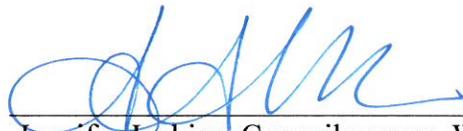
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36 Elaine A. Carter, Councilwoman, Ward II

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40 Judy Diggs, Councilwoman, At Large

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44 Deborah A. Eason, Councilwoman, Ward II
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Jennifer Jenkins, Councilwoman, Ward III

- No -

Carolyn Smallwood, Councilwoman, Ward I

Votes:

Yes -6-
No -1-
Abstain -0-

APPROVED AS TO FORM AND LEGAL SUFFICIENCY
this ____ day of _____, 2016:

Elissa D. Levan, City Attorney

CONTRACT OF SALE FOR PURCHASE OF REAL PROPERTY

THIS CONTRACT OF SALE (this "Contract") is made this ____ day of _____, 2016, by and between THE CITY OF GLENARDEN (the "Seller") and ROYETTE E. SMITH, with a business address of 7907 Martin Luther King, Jr. Highway, Glenarden, Maryland (the "Buyer"). Seller and Buyer (together referred to as the "Parties") hereby covenant and agree as follows:

Section 1. *Purchase of Real Estate.*

Seller shall sell to Buyer, and Buyer shall purchase from Seller, at the price and upon the terms and conditions set forth in this Contract: (a) the property being known as Lot 1 fronting on Martin Luther King Boulevard and identified by the Maryland Department of Assessments and Taxation as Lot 1 Map 0060, Grid 00A1, Subdivision 3500, Parcel 0000, Block A, Plat No. E-0713 (see Appendix A), particularly described in a deed dated July 27, 1994, from Federal Deposit Insurance Corporation as Receiver of Universal Bank of Maryland to the Seller, which deed is recorded among the Land Records of Prince George's County, Maryland at Liber 9702, folio 59 (see Appendix B), and which property is further identified as Lot 1 of Tax Account # 13-1429018 in the Prince George's County Tax Map System (the "Land") and all improvements thereon; (b) all right, title and interest of Seller, if any, in and to the land lying in the bed of any street or highway in front of or adjoining the Land to the center line thereof and to any unpaid award for any taking by condemnation or any damage to the Land by reason of a change of grade of any street or highway; and (c) the appurtenances and all the estate and rights of Seller in and to the Land. The property and rights described in clauses (a), (b) and (c) above are collectively called the "Property".

Section 2. *Purchase Price, Acceptable Funds, and Escrow of Deposit.*

The purchase price (the "Purchase Price") to be paid by Buyer to Seller for the Property is Three Hundred Twenty-Eight and 00/100 Dollars (\$328.00), of which Buyer will pay an initial deposit of One Hundred Sixty-Four and 00/100 Dollars (\$164.00) upon the signing hereof, which deposit shall be held in escrow by Funk & Bolton, P.A., 210 S. Cross Street, Chestertown, Maryland, and the receipt of which Seller acknowledges. Buyer will pay the balance of the Purchase Price in cash, certified funds, or the equivalent in accordance with the provisions of Section 9 hereafter.

Section 3. *The Closing.*

Except as otherwise provided in this Contract, the Closing of title pursuant to this Contract (the "Closing") shall take place within forty-five (45) days following the execution of this Contract at the offices of the Seller, 8600 Glenarden Parkway, Glenarden, Maryland or at a location mutually convenient to the Parties. Funk & Bolton, P.A., is authorized to receive, deposit and distribute funds for the Parties; prepare and obtain execution of escrow instructions, closing documents and instruments evidencing the terms and conditions of this transaction as are required for the Closing; conduct the Closing and provide for recording of the documents. Buyer

is responsible for payment of Closing agent's fees and expenses. Such expenses shall include a judgment and lien search, settlement document preparation, the conducting of the settlement, and any premium for title insurance.

Section 4. *Seller's Warranties and Indemnification.*

4.01. *Satisfaction of Liabilities; Status of Existing Mortgages.* Seller warrants that all outstanding liabilities encumbering the title of the Property shall be paid in full on or before the Closing of this sale, and that Buyer shall receive possession of the Property free and clear of any encumbrances. If the Property is encumbered by an existing mortgage(s), no written notice has been received from the mortgagee(s) asserting that a default or breach exists thereunder which remains uncured and no such notice shall have been received and remained uncured on the Closing Date. Seller shall pay or make, as and when due and payable, all payments of principal and interest and all deposits required to be paid or made under the existing mortgage(s).

4.02. *Litigation.* Except as expressly identified in this Contract, Seller represents and warrants that to its personal knowledge and belief there is no litigation pending and it is not aware of any other potential actions against or relating to the Property or its owners, nor does Seller know or have reasonable grounds to know of any basis for such actions relative to the Property.

4.03. *Actual Ownership and Authorization.* Unless otherwise provided in this Contract, Seller is the sole owner of the Property and fully authorized to enter into this transaction. Seller warrants and represents that this Contract is duly authorized, executed, and delivered by Seller, constitutes Seller's legal and valid binding obligation, and does not violate any provision of any agreement or judicial order to which Seller is a party or to which they are subject. All documents executed by Seller that are to be delivered to Buyer at Closing will be duly authorized, executed, and delivered by Seller, and will not violate any provisions of any agreement or judicial order to which Seller is a party or to which they are subject.

4.04. *Knowledge of Environmental Contamination.* The Seller makes no representations concerning environmental contamination or the presence of any "hazardous substance" as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA") (42 U.S.C. §9601, *et seq.*) as amended, or by any regulations promulgated thereunder, and the parties acknowledge and agree that the Property contains an underground petroleum storage tank and has been used for the storage and dispensing of petroleum products as defined by the Resource Conservation and Recovery Act of 1976 ("RCRA") (42 U.S.C. § 6901, *et seq.*) as amended. The Seller specifically disclaims any representation that the Property will be free of contamination, including (i) "hazardous waste," "underground storage tanks," "petroleum," "regulated substance," or "used oil" as defined by CERCLA, RCRA, or by any regulations promulgated thereunder (including, but not limited to, asbestos and radon); (iii) any "oil, petroleum products, and their by-products" as defined by the Maryland Natural Resources Code, Section 8-411(a)(3) as amended, or by any regulations promulgated thereunder; (iv) any "hazardous substance" as defined by the Maryland Health Environmental Code, Title 7, Subtitle 2, as amended, or by any regulations promulgated thereunder; (v) any substance the presence of which on, in or under the Property, is prohibited by any law similar to those set forth above; and (vi) any other substance which by law, regulation, or ordinance requires special handling in its collection, storage, treatment, or disposal.

4.05. *Insurance.* Seller shall maintain in full force and effect until the Closing insurance policies for general liability, property and casualty, and hazard insurance.

4.06. *Real Estate tax protests; post-closing refunds.* Seller shall not withdraw, settle or otherwise compromise any protest or reduction proceeding affecting real estate taxes assessed against the Property for any fiscal period in which the Closing is to occur or any subsequent fiscal period without the prior written consent of Buyer, which consent shall not be unreasonably withheld. Real estate tax refunds and credits received after the Closing Date which are attributable to the fiscal tax year during which the Closing Date occurs shall be apportioned between Seller and Buyer, after deducting the expenses of collection thereof, which obligation shall survive the Closing.

4.07. *Leases.* Seller acknowledges and represents that there are no leases affecting the Property.

Section 5. *Representation of Unbuildable Lot.*

The Parties agree that the Property is too small to be buildable. Buyer agrees not to represent, nor allow others to represent, that the Property is buildable, and will affirmatively disclose to any potential buyer that the Property, by itself, is not buildable. Buyer further agrees that, should Buyer combine the Property with any other parcels for sale, the total square footage of the combined property shall meet the minimum size required by Prince George's County, Maryland, Code for a buildable lot. The Parties further agree that this provision shall be contained in the deed.

Section 6. *Confidentiality Covenant.*

Except as may be required by the Maryland Public Information Act or the Maryland Open Meetings Act, Buyer and Seller agree not to divulge information about this transaction prior to Closing, except to the party's attorneys, accountants or other professional advisors, and shall so direct their advisors to adhere to this covenant of confidentiality. The Parties may mutually consent to a waiver of this covenant.

Section 7. *Responsibility for Violations.*

All notices of violations of law or governmental ordinances, orders or requirements which were or will be issued prior to the date of this Contract by any governmental department or agency or bureau having jurisdiction as to conditions affecting the Property shall be removed or complied with by Seller. If such removal or compliance has not been completed prior to the Closing, Seller shall pay to Buyer at the Closing the reasonably estimated unpaid cost to effect or complete such removal or compliance, and Buyer shall be required to accept title to the Property subject thereto. Seller represents that it has received no notices of violations and shall promptly furnish to Buyer any notices of violation hereinafter received with respect to the Property.

Section 8. *Destruction, Damage or Condemnation.*

The risk of any loss of or damage to the Property or the taking of the Property or any part thereof by eminent domain prior to the Closing Date shall be borne by Seller. In the event that the Property or any portion thereof is damaged or destroyed prior to the Closing Date by any casualty or there is a threatened taking of any portion thereof by eminent domain:

(a) If, in the reasonable exercise of the judgment of the Buyer, the damage or destruction will require the expenditure of more than ten percent of the purchase price to repair and/or if such threatened taking is likely, in the reasonable exercise of the judgment of the Buyer, to result in an award of more than ten percent of the purchase price or more, then the Buyer shall have the right to terminate this Contract by giving written notice thereof to the Seller on or before the expiration of ten (10) days following the giving of written notice by the Seller to the Buyer of such damage or threatened taking; or

(b) If this Contract is not terminated by the Buyer pursuant to the provisions of subparagraph (a) above, then this Contract shall remain in full force and effect, and at Closing the Seller shall assign all its right, title and interest in and to the insurance proceeds and condemnation awards to the Buyer, less any amounts required to reimburse Seller for expenses of repair or restoration.

Section 9. *Settlement and Adjustments.*

9.01. *Settlement.* Unless this Contract is terminated pursuant to the provisions of Section 8 or 10, settlement shall occur within forty-five (45) days of the date of this Contract. The deposit placed in escrow with Funk & Bolton, P.A. shall be applied to the Purchase Price at Settlement.

9.02. *Settlement Adjustments.* Water charges, and community association charges, if any, shall be adjusted and apportioned as of the date of Settlement. All taxes, general or special, and all other public or governmental charges or assessments against the Property which are or may be payable on an annual basis (including sanitary district or other benefit charges, assessments, liens or encumbrances for sewer, water, drainage, or other public improvements completed or commenced on or prior to the date hereof or subsequent thereto), are to be adjusted and apportioned as of the date of settlement and are to be assumed and paid thereafter by the Buyer, whether assessments have been levied or not as of the date of settlement except as otherwise required by law.

Section 10. *Objections to Title, Failure of Seller or Buyer to Perform.*

10.01. Buyer promptly shall order an examination of title and should it desire, a survey of the Property, and advise Seller by written notice within thirty (30) days of the acceptance of this Contract if in its sole discretion there exist any exceptions to title or survey that it finds objectionable. If Buyer fails to give such notice, Buyer agrees to accept title subject to any such matters other than those which arise subsequent to the end of such thirty (30) days. If Buyer gives notice of objectionable matters, Seller shall notify Buyer within ten (10) days thereafter, of its election either (a) to cure or remove the same, which Seller will do at its expense within a

reasonable time, or (b) to not remove the same. If Seller elects not to remove the same, Buyer shall have the right within five (5) days thereafter either to terminate this Contract and receive a refund of its deposit, or waive the title defect or survey matter and accept title and survey notwithstanding such objections.

10.02. Any unpaid taxes, assessments, water charges and sewer rents, together with the interest and penalties thereon to a date not less than two days following the Closing date, and any other liens and encumbrances which Seller is obligated to pay and discharge or which are against corporations, estates or other persons in the chain of title, together with the cost of recording or filing any instruments necessary to discharge such liens and encumbrances of record, may be paid out of the proceeds of the monies payable at the Closing if Seller delivers to Buyer on the Closing date official bills for such taxes, assessments, water charges, sewer rents, interest and penalties and instruments in recordable form sufficient to discharge any other liens and encumbrances of record. Upon request made a reasonable time before the Closing, Buyer shall provide at the Closing separate checks for the foregoing payable to the order of the holder of any such lien, charge or encumbrance. If Buyer's title insurance company is willing to insure both Buyer and Buyer's institutional lender, if any, that such charges, liens and encumbrances will not be collected out of or enforced against the Property, then, unless Buyer's institutional lender reasonably refuses to accept such insurance in lieu of actual payment and discharge, Seller shall have the right in lieu of payment and discharge to deposit with the title insurance company such funds or assurances or to pay such special or additional premiums as the title insurance company may require in order to so insure. In such case the charges, liens and encumbrances with respect to which the title insurance company has agreed so to insure shall not be considered objections to title.

10.03. If Buyer shall default in the performance of its obligation under this Contract to purchase the Property, the sole remedy of Seller shall be to retain the deposit as liquidated damages for all loss, damage and expense suffered by Seller, including without limitation the loss of its bargain.

Section 11. *Broker and Commissions.*

Seller and Buyer acknowledge that neither has dealt with any agent, broker or finder with respect to this transaction.

Section 12. *Recordation and Transfer Taxes.*

SECTION 14-104 OF THE REAL PROPERTY ARTICLE OF THE ANNOTATED CODE OF MARYLAND PROVIDES THAT UNLESS OTHERWISE NEGOTIATED IN THE CONTRACT OR PROVIDED BY STATE OR LOCAL LAW, THE COST OF ANY RECORDATION TAX OR ANY STATE OR LOCAL TRANSFER TAX SHALL BE SHARED EQUALLY BETWEEN THE BUYER AND SELLER. The Parties agree that the costs of State and local transfer taxes and recordation taxes related to the conveyance of the Property to Buyer shall be the responsibility of Buyer.

Section 13. *Notices.*

All notices required or provided under this Contract shall be in writing and shall be delivered personally or shall be sent by prepaid registered or certified mail, addressed as set forth below:

If to Seller:

Clifford B. Glover III, Esquire
36 S. Charles Street, 12th Floor
Baltimore, Maryland 21201

If to Buyer:

Royette E. Smith
7907 Martin Luther King, Jr. Highway
Glenarden, Maryland 20707

If notice is sent by way of the United States postal service, notice shall be deemed to have been given and received on the third (3rd) business day from the date deposited in the United States mails.

Section 14. *Effect of Delivery of Deed.*

The delivery of the deed by Seller, and the acceptance thereof by Buyer, shall be deemed the full performance and discharge of every obligation on the part of Seller to be performed hereunder.

Section 15. *Miscellaneous Provisions.*

15.01. This Contract embodies and constitutes the entire understanding between the Parties with respect to the transaction contemplated herein and any prior agreements, understandings, representations and statements, oral or written, are merged into this Contract. Neither this Contract nor any provision hereof may be waived, modified, amended, discharged or terminated except by an instrument signed by the Parties.

15.02. This Contract shall be governed by, and construed in accordance with, the law of the State of Maryland without regard to principles of conflict of laws.

15.03. The captions in this Contract are inserted for convenience of reference only and in no way define, describe or limit the scope or intent of this Contract or any of the provisions hereof. As used in this Contract, the masculine shall include the feminine and neuter, the singular shall include the plural and the plural shall include the singular, as the context may require.

15.04. This Contract shall be binding upon and shall inure to the benefit of the Parties hereto and their respective heirs or successors and assigns. The Parties do not have the right to assign this Contract prior to Settlement.

15.05. This Contract shall not be binding or effective until it has been authorized, at a Regular or Special Session, by the City of Glenarden Council by resolution and attached to this Contract, and properly executed and delivered by Seller and Buyer.

15.06. Time shall be of the essence with respect to each and every provision of this Contract.

15.07. If any provision in this Contract or the application thereof cannot be enforced to its fullest extent, then such provision shall be enforced to the maximum extent permitted by law. The invalidity, illegality, or unenforceability of any term or provision of this Contract shall not affect or limit the validity, legality or enforceability of any other term or provision hereof.

15.08. The Parties intend for this Contract to be executed in duplicate.

Section 16. *Independent Legal Advice.*

The Parties acknowledge that this is a legally binding and fully enforceable agreement. The Parties have read the document carefully and to the extent they so required sought the advice of legal counsel or other appropriate advice.

IN WITNESS WHEREOF, the Parties hereto have executed this Contract of Sale as of the date first above written.

SELLER: THE CITY OF GLENARDEN

WITNESS: _____ (SEAL)
Maxine Phifer, Council President

BUYER: ROYETTE SMITH

WITNESS: _____ (SEAL)

Appendix A

Thursday, February 18, 2016 The Enquirer-Gazette page 8

Unsellable Lot
The City of Glenarden, MD has identified 1 unsellable lot within City limits. Designated as Lot 1, is situated on the Maryland Department of Assessments and Taxation Property Map 00860, Grid 00A1, Subdivision 8800, Block A, Plot No. E-071A, with a property land area of approximately 3,799 square feet. Any interest in this lot, please contact City Hall, 801-778-1100 8011848 EQ (2-18)

NOTICE
DIANE S. ROSENBERG
MARK D. MYER
JOHN A. ANSELL, III
KERNETH SAVITZ
CAROLINE PAULSB
JENNIFER ROSSIGNO
110 Westmont Avenue
Pahoa, Hawaii 96781
Hawaii, Hawaii 96781
Ehlan1870

vs.
CAROL L. JENNINGS
15488 Campus Way A, Unit 891-2B
Upper Marlboro, MD 20774
Tidewater464

In the Circuit Court for
Prince George's County,
Maryland

Case No. CA0715-09171

Notice is hereby given this 18th day of February, 2016, by the Circuit Court for Prince George's County, Maryland.

NOTICE
DIANE S. ROSENBERG
MARK D. MYER
JOHN A. ANSELL, III
KERNETH SAVITZ
CAROLINE PAULSB
JENNIFER ROSSIGNO
110 Westmont Avenue
Pahoa, Hawaii 96781
Hawaii, Hawaii 96781
Ehlan1870

vs.
ANGELINA ALAIMANA
BARBAR PARKER
11801 Clarks Summit Circle, Unit 34
Bowie, MD 20708
Dorland464

In the Circuit Court for
Prince George's County,
Maryland

Case No. CA0715-09777

Notice is hereby given this 18th day of February, 2016, by the Circuit Court for Prince George's County, Maryland.

CHARLES J. KENNY, JR.
Law Office of
Charles J. Kenny, Jr.
7100 Baltimore Avenue
Suite 102
College Park, Maryland
20740
(301) 977-8811

**NOTICE OF APPOINTMENT
TO ALL PERSONS
INTERESTED IN THE
ESTATE OF
ESTHER E. KLAMAN**

Notice is given that TODD H. KLAMAN, 5009 43RD AVE., HYATTSVILLE, MD 20781 and ANDREW J. KLAMAN, 40 WEST 78TH ST., APT. 4B, NEW YORK, NY 10023 were on JANUARY 28, 2016 appointed personal representatives of the estate of ESTHER E. KLAMAN who died on DECEMBER 17, 2015 with a will.

Further information can be obtained by reviewing the estate file in the office of the Register of Wills or by contacting the personal representative or the attorney.

All persons having any objection to the appointment for to the probate of this decedent's will shall file their objection in the probate of the decedent's will on or before the 27th day of February, 2016.

TERRANCE M. MCGRATH
Law Office of Terrance M. McGrath, LLC
6404 Ivy Lane, Suite 600
Greenbelt, MD 20770
(301) 530-8284

**NOTICE OF APPOINTMENT
TO ALL PERSONS
INTERESTED IN THE
ESTATE OF
ALFRED N. NELSON, JR.**

Notice is given that TODD H. KLAMAN, 5009 43RD AVE., HYATTSVILLE, MD 20781 and ANDREW J. KLAMAN, 40 WEST 78TH ST., APT. 4B, NEW YORK, NY 10023 were on JANUARY 28, 2016 appointed personal representatives of the estate of ALFRED N. NELSON, JR. who died on DECEMBER 01, 2015 with a will.

Further information can be obtained by reviewing the estate file in the office of the Register of Wills or by contacting the personal representative or the attorney.

All persons having any objection to the appointment for to the probate of this decedent's will shall file their objection in the probate of the decedent's will on or before the 27th day of February, 2016.

TERRANCE M. MCGRATH
Law Office of Terrance M. McGrath, LLC
6404 Ivy Lane, Suite 600
Greenbelt, MD 20770
(301) 530-8284

**NOTICE OF APPOINTMENT
TO ALL PERSONS
INTERESTED IN THE
ESTATE OF
ALFRED N. NELSON, JR.**

Notice is given that ROBERT E. BOYETTE, 7180 AFLECKS LANE, CHARLOTTE, NC 28215 was on FEBRUARY 9, 2016 appointed personal representative of the estate of CAROLINE BOYETTE who died on NOVEMBER 17, 2015 without a will.

Further information can be obtained by reviewing the estate file in the office of the Register of Wills or by contacting the personal representative or the attorney.

All persons having any objection to the appointment for to the probate of this decedent's will shall file their objection in the probate of the decedent's will on or before the 27th day of February, 2016.

DOON M. ZIMMERMAN, Esq.
Hansell 404 Zimmerman
P.O. Box 1288
Upper Marlboro, MD 20778
(301) 827-8844

**NOTICE OF APPOINTMENT
TO ALL PERSONS
INTERESTED IN THE
ESTATE OF
CAROLINE BOYETTE**

Notice is given that ROBERT E. BOYETTE, 7180 AFLECKS LANE, CHARLOTTE, NC 28215 was on FEBRUARY 9, 2016 appointed personal representative of the estate of CAROLINE BOYETTE who died on NOVEMBER 17, 2015 without a will.

Further information can be obtained by reviewing the estate file in the office of the Register of Wills or by contacting the personal representative or the attorney.

All persons having any objection to the appointment for to the probate of this decedent's will shall file their objection in the probate of the decedent's will on or before the 27th day of February, 2016.

22 February 2016

To: Ms. Toni, Council Clerk

From: Royette Smith

Subj: Lot for Sale

I am writing you to submit my official bid for Lot 1, Map 0060, Grid 00A1, Subdivision 2500, Block A, Plat No. E-0713, which is approximately 3,279 sq ft. Thank you for you attention to this matter.

A handwritten signature in black ink, appearing to read "Royette Smith". The signature is written in a cursive style with a long, sweeping horizontal stroke at the end.

Real Property Data Search (w3)

Guide to searching the database

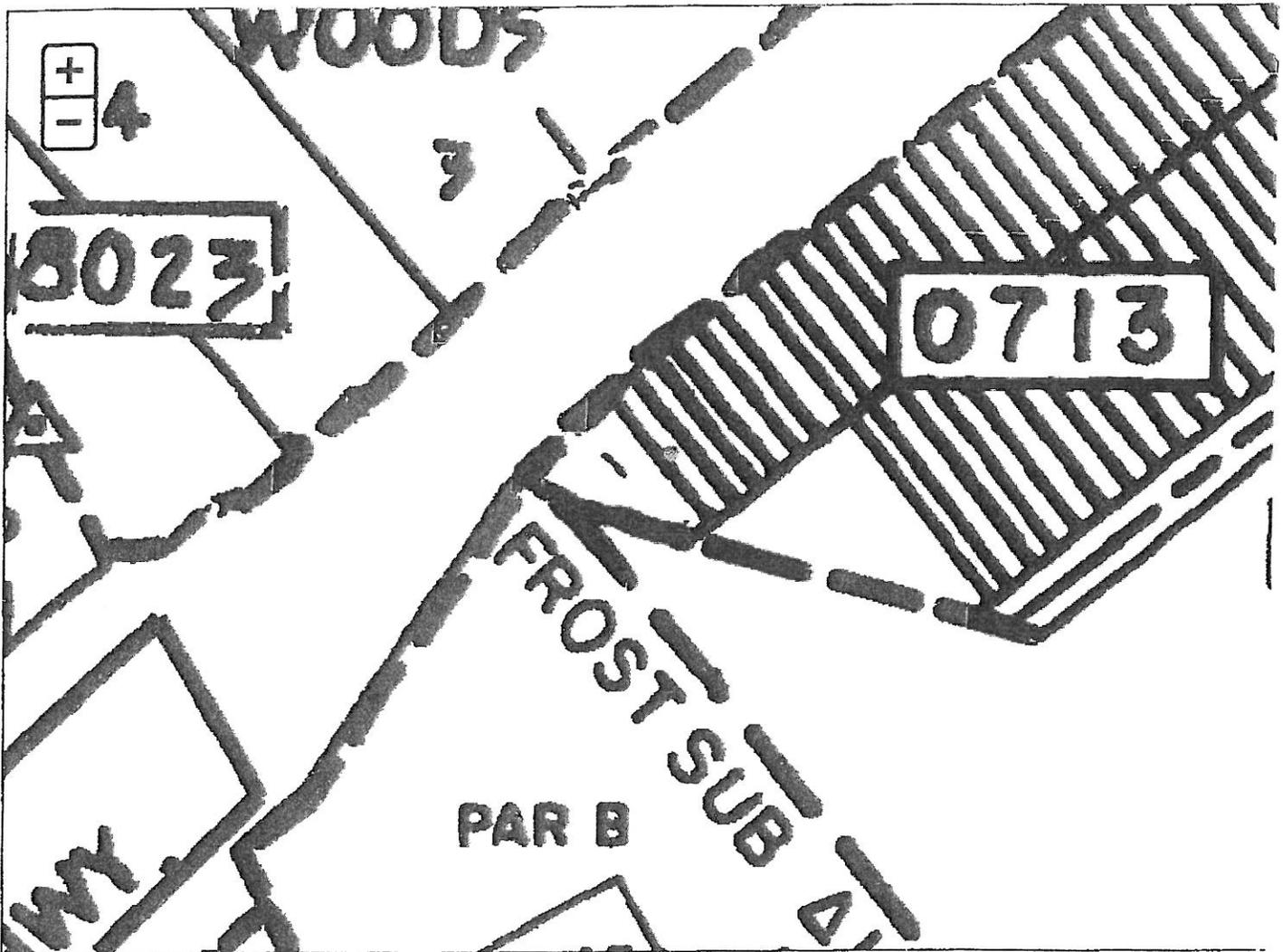
Search Result for PRINCE GEORGE'S COUNTY

View Map		View GroundRent Redemption				View GroundRent Registration				
Account Identifier:		District - 13 Account Number - 1429018								
Owner Information										
Owner Name:		GLENARDEN TOWN OF				Use:		EXEMPT COMMERCIAL		
Mailing Address:		8600 GLENARDEN PKWY GLENARDEN MD 20706-1622				Principal Residence:		NO		
						Deed Reference:		/09702/ 00059		
Location & Structure Information										
Premises Address:		MARTIN LUTHER KING JR HWY LANDOVER 20785-0000				Legal Description:		PT LT 2 EX 612 SF PT LT 3 EX1691 SF PT LT 4EX 1731 SF &ALL LOT 1		
Map:	Grid:	Parcel:	Sub District:	Subdivision:	Section:	Block:	Lot:	Assessment Year:	Plat No:	E-0713
0060	00A1	0000		3500		A		2015	Plat Ref:	
Special Tax Areas:				Town:		GLENARDEN				
				Ad Valorem:						
				Tax Class:		8				
Primary Structure Built		Above Grade Enclosed Area		Finished Basement Area		Property Land Area		County Use		
						6,766 SF		906		
Stories	Basement	Type	Exterior	Full/Half Bath	Garage	Last Major Renovation				
Value Information										
		Base Value		Value As of 01/01/2015		Phase-in Assessments As of 07/01/2015		As of 07/01/2016		
Land:		57,500		57,600						
Improvements		0		0						
Total:		57,500		57,500		57,500		57,500		
Preferential Land:		0						0		
Transfer Information										
Seller: UNIVERSAL BANK OF MARYLAND				Date: 07/27/1994		Price: \$0				
Type: NON-ARMS LENGTH OTHER				Deed1: /09702/ 00059		Deed2:				
Seller: COMMERCIAL				Date: 08/10/1988		Price: \$0				
Type:				Deed1: /07054/ 00051		Deed2:				
Seller:				Date:		Price:				
Type:				Deed1:		Deed2:				
Exemption Information										
Partial Exempt Assessments:		Class		07/01/2015		07/01/2016				
County:		670		57,500.00		57,500.00				
State:		670		57,500.00		57,500.00				
Municipal:		670		57,500.00		57,500.00		57,500.00		
Tax Exempt:				Special Tax Recapture:						
Exempt Class:				NONE						
Homestead Application Information										
Homestead Application Status: No Application										

Prince George's County

[New Search \(http://sdat.dat.maryland.gov/RealProperty/\)](http://sdat.dat.maryland.gov/RealProperty/)

District: 13 Account Number: 1429018



The information shown on this map has been compiled from deed descriptions and plats and is not a property survey. The map should not be used for legal descriptions. Users noting errors are urged to notify the Maryland Department of Planning Mapping, 301 W. Preston Street, Baltimore MD 21201.

If a plat for a property is needed, contact the local Land Records office where the property is located. Plats are also available online through the Maryland State Archives at www.plats.net (<http://www.plats.net>).

Property maps provided courtesy of the Maryland Department of Planning.

For more information on electronic mapping applications, visit the Maryland Department of Planning web site at www.mdp.state.md.us/OurProducts/OurProducts.shtml (<http://www.mdp.state.md.us/OurProducts/OurProducts.shtml>).

Appendix C

9702. 59

* Total Consideration
\$181,000.00

SPECIAL WARRANTY DEED

THIS DEED made this 27th day of July, 1994, between FEDERAL DEPOSIT INSURANCE CORPORATION AS RECEIVER OF UNIVERSAL BANK OF MARYLAND ("Grantor") and TOWN OF GLENARDEN, MARYLAND, a political subdivision of the State of Maryland ("Grantee"); WITNESSETH, that Grantor in consideration of the sum of Ten Dollars (\$10.00)* and other good and valuable consideration in hand paid, the receipt and sufficiency of which are hereby acknowledged, has granted and conveyed, and by these presents does hereby grant and convey unto Grantee, its successors and assigns, in fee simple, Grantor's interest in and to the following described real estate, (the "Premises") situated in the County of Prince George's, State of Maryland, to wit:

LEGAL DESCRIPTION - SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF BY THIS REFERENCE

TOGETHER WITH the buildings and improvements thereupon erected, made or being; and all and every, the rights, alleys, ways, waters, privileges, appurtenances and advantages, to the same belonging, or anywise appertaining.

TO HAVE AND TO HOLD said real estate together with the tenements, hereditaments and appurtenances belonging thereto ("Premises") to Grantee, Grantee's heirs successors and assigns, subject to (a) covenants, conditions, restrictions or other matters of record; (b) private, public and utility easements; (c) roads and highways; (d) party wall rights and agreements; (e) existing leases and tenancies; (f) special taxes or assessments for improvements not yet completed; (g) installments not due at the date hereof of any special tax or assessment for improvements heretofore completed; (h) general taxes not currently due and owing, including any taxes which may accrue by reason of new or additional improvements; (i) unrecorded mechanic's lien claims; (j) rights of claims of parties in possession; (k) any matters which would be disclosed by a current and accurate survey and inspection of the Premises.

Grantor does hereby bind itself, its legal representatives, heirs, successors and assigns to warrant specially and forever defend the Premises unto Grantee, Grantee's heirs and assigns against every person whomsoever lawfully claiming or to claim the same, or any part thereof, by, through or under Grantor, but not otherwise. Notwithstanding the foregoing, Grantor makes no warranties of any kind, whether statutory, express or implied, with respect to the physical condition of the Premises, and Grantee, by accepting delivery of this deed, acknowledges that Grantee has inspected the Premises and accepts same in its present condition "AS IS" and "WITH ALL FAULTS".

CLERK OF THE COURT
JULY 27 12 16 PM '94

PRINCE GEORGE'S COUNTY RECORDS DEPARTMENT (Land Records) VJ 9702, p. 0059, MSA_CE64_9783. Date available 09/15/2005. Printed 05/05/2016.

4061 PUMPER MILL ROAD SUITE 300
CALVERTON, MARYLAND 20705

11/11/99

THIS DEED IS EXEMPT FROM TRANSFER TAXES
PURSUANT TO 12 U.S.C. SECTION 1825.

IN WITNESS WHEREOF, Grantor has caused its name to be signed
to these presents by its duly authorized representative, the ___
day and year first above written.

Signed, sealed and delivered
in the presence of:


Witness

GRANTOR:

FEDERAL DEPOSIT INSURANCE
CORPORATION AS RECEIVER OF
UNIVERSAL BANK OF MARYLAND


Witness

By 
MICHAEL D. HARDIMAN

Title: Attorney in Fact

Deed Prepared By:

Robert Green, Esquire
285 Peachtree Center Avenue
Suite 600
Atlanta, Georgia 30303
Agent for FDIC
one of the parties hereto.

Pursuant to Power of Attorney
recorded at Book _____, Folio
_____, Prince George's County,
Maryland Land Records. On

July 27, 1994, immediately prior hereto

Exhibit "A"

That certain tract or parcel of land located in the County of Prince George's, State of Maryland, and described as follows:

Lots numbered One (1) through Twenty-three (23) and Sixty-eight (68) through Eighty-four (84) and the adjacent 1/2 of the former bed on Percy Street abandoned in Equity D-7975 all in the subdivision known as "GLENARDEN", as per plat thereof recorded in Plat Book R.N.R. 2 at Plats 20 and 21; SAVING AND EXCEPTING therefrom that part of lots Two (2) through Seven (7) containing .1899 ac. conveyed to Raymond Smith by deed recorded in Liber 4681 at folio 365.

Being in the 13th (Kent) Election District.

PRINCE GEORGE'S COUNTY CIRCUIT COURT (Land Records) VJ 9702, p. 0062. MSA_CE64_9783. Date available 09/15/2005. Printed 05/05/2016.

9702. 63

IN TRANS OF SPONSORSHIP CARDS IS THE
NAME OF THE PRISON FOR PRISON CAMP'S COUNTY.
THESE CARDS HAVE BEEN PAID
BY THE PRISON FOR PRISON CAMP'S COUNTY.
THESE CARDS ARE IN THE PRISON CAMP'S COUNTY.
THESE CARDS ARE IN THE PRISON CAMP'S COUNTY.
THESE CARDS ARE IN THE PRISON CAMP'S COUNTY.

TRANSFERRED
MAY 27 1994
BY [Signature]
TRANSFER OFFICE

Appendix D

CONTRACT OF SALE FOR PURCHASE OF REAL PROPERTY

THIS CONTRACT OF SALE (this "Contract") is made this ____ day of _____, 2016, by and between THE CITY OF GLENARDEN (the "Seller") and ROYETTE E. SMITH, with a business address of 7907 Martin Luther King, Jr. Highway, Glenarden, Maryland (the "Buyer"). Seller and Buyer (together referred to as the "Parties") hereby covenant and agree as follows:

Section 1. *Purchase of Real Estate.*

Seller shall sell to Buyer, and Buyer shall purchase from Seller, at the price and upon the terms and conditions set forth in this Contract: (a) the property being known as Lot 1 fronting on Martin Luther King Boulevard and identified by the Maryland Department of Assessments and Taxation as Lot 1 on Map 0060, Grid 00A1, Subdivision 3500, Parcel 0000, Block A, Plat No. E-0713 (see Appendix A), particularly described in a deed dated July 27, 1994, from Federal Deposit Insurance Corporation as Receiver of Universal Bank of Maryland to the Seller, which deed is recorded among the Land Records of Prince George's County, Maryland at Liber 9702, folio 59 (see Appendix B), and which property is further identified as Lot 1 of Tax Account # 13-1429018 in the Prince George's County Tax Map System (the "Land") and all improvements thereon; (b) all right, title and interest of Seller, if any, in and to the land lying in the bed of any street or highway in front of or adjoining the Land to the center line thereof and to any unpaid award for any taking by condemnation or any damage to the Land by reason of a change of grade of any street or highway; and (c) the appurtenances and all the estate and rights of Seller in and to the Land. The property and rights described in clauses (a), (b) and (c) above are collectively called the "Property".

Section 2. *Purchase Price, Acceptable Funds, and Escrow of Deposit.*

The purchase price (the "Purchase Price") to be paid by Buyer to Seller for the Property is Three Hundred Twenty-Eight and 00/100 Dollars (\$328.00), of which Buyer will pay an initial deposit of One Hundred Sixty-Four and 00/100 Dollars (\$164.00) upon the signing hereof, which deposit shall be held in escrow by Funk & Bolton, P.A., 210 S. Cross Street, Chestertown, Maryland, and the receipt of which Seller acknowledges. Buyer will pay the balance of the Purchase Price in cash, certified funds, or the equivalent in accordance with the provisions of Section 9 hereafter.

Section 3. *The Closing.*

Except as otherwise provided in this Contract, the Closing of title pursuant to this Contract (the "Closing") shall take place within forty-five (45) days following the execution of this Contract at the offices of the Seller, 8600 Glenarden Parkway, Glenarden, Maryland or at a location mutually convenient to the Parties. Funk & Bolton, P.A., is authorized to receive, deposit and distribute funds for the Parties; prepare and obtain execution of escrow instructions, closing documents and instruments evidencing the terms and conditions of this transaction as are required for the Closing; conduct the Closing and provide for recording of the documents. Buyer

is responsible for payment of Closing agent's fees and expenses. Such expenses shall include a judgment and lien search, settlement document preparation, the conducting of the settlement, and any premium for title insurance.

Section 4. *Seller's Warranties and Indemnification.*

4.01. *Satisfaction of Liabilities; Status of Existing Mortgages.* Seller warrants that all outstanding liabilities encumbering the title of the Property shall be paid in full on or before the Closing of this sale, and that Buyer shall receive possession of the Property free and clear of any encumbrances. If the Property is encumbered by an existing mortgage(s), no written notice has been received from the mortgagee(s) asserting that a default or breach exists thereunder which remains uncured and no such notice shall have been received and remained uncured on the Closing Date. Seller shall pay or make, as and when due and payable, all payments of principal and interest and all deposits required to be paid or made under the existing mortgage(s).

4.02. *Litigation.* Except as expressly identified in this Contract, Seller represents and warrants that to its personal knowledge and belief there is no litigation pending and it is not aware of any other potential actions against or relating to the Property or its owners, nor does Seller know or have reasonable grounds to know of any basis for such actions relative to the Property.

4.03. *Actual Ownership and Authorization.* Unless otherwise provided in this Contract, Seller is the sole owner of the Property and fully authorized to enter into this transaction. Seller warrants and represents that this Contract is duly authorized, executed, and delivered by Seller, constitutes Seller's legal and valid binding obligation, and does not violate any provision of any agreement or judicial order to which Seller is a party or to which they are subject. All documents executed by Seller that are to be delivered to Buyer at Closing will be duly authorized, executed, and delivered by Seller, and will not violate any provisions of any agreement or judicial order to which Seller is a party or to which they are subject.

4.04. *Knowledge of Environmental Contamination.* The Seller makes no representations concerning environmental contamination or the presence of any "hazardous substance" as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA") (42 U.S.C. §9601, *et seq.*) as amended, or by any regulations promulgated thereunder, or under the Resource Conservation and Recovery Act of 1976 ("RCRA") (42 U.S.C. § 6901, *et seq.*) as amended. The Seller specifically disclaims any representation that the Property will be free of contamination, including (i) "hazardous waste," "underground storage tanks," "petroleum," "regulated substance," or "used oil" as defined by CERCLA, RCRA, or by any regulations promulgated thereunder (including, but not limited to, asbestos and radon); (ii) any "oil, petroleum products, and their by-products" as defined by the Maryland Natural Resources Code, Section 8-411(a)(3) as amended, or by any regulations promulgated thereunder; (iii) any "hazardous substance" as defined by the Maryland Health Environmental Code, Title 7, Subtitle 2, as amended, or by any regulations promulgated thereunder; (iv) any substance the presence of which on, in or under the Property, is prohibited by any law similar to those set forth above; and (v) any other substance which by law, regulation, or ordinance requires special handling in its collection, storage, treatment, or disposal.

4.05. *Insurance.* Seller shall maintain in full force and effect until the Closing insurance policies for general liability, property and casualty, and hazard insurance.

4.06. *Real Estate tax protests; post-closing refunds.* Seller shall not withdraw, settle or otherwise compromise any protest or reduction proceeding affecting real estate taxes assessed against the Property for any fiscal period in which the Closing is to occur or any subsequent fiscal period without the prior written consent of Buyer, which consent shall not be unreasonably withheld. Real estate tax refunds and credits received after the Closing Date which are attributable to the fiscal tax year during which the Closing Date occurs shall be apportioned between Seller and Buyer, after deducting the expenses of collection thereof, which obligation shall survive the Closing.

4.07. *Leases.* Seller acknowledges and represents that there are no leases affecting the Property.

Section 5. *Representation of Unbuildable Lot.*

The Parties agree that the Property is currently too small to be buildable under Prince George's County zoning and subdivision regulations. Buyer agrees not to represent, nor allow others to represent, that the Property is buildable, and will affirmatively disclose to any potential buyer that the Property, by itself, is not buildable so long as the Property does not meet the minimum size requirements in the Prince George's County Code. Buyer further agrees that, should Buyer combine the Property with any other parcels for sale, the total square footage of the combined property shall meet the minimum size required by Prince George's County, Maryland, Code for a buildable lot. The Parties further agree that this provision shall be contained in the deed.

Section 6. *Confidentiality Covenant.*

Except as may be required by the Maryland Public Information Act or the Maryland Open Meetings Act, Buyer and Seller agree not to divulge information about this transaction prior to Closing, except to the party's attorneys, accountants or other professional advisors, and shall so direct their advisors to adhere to this covenant of confidentiality. The Parties may mutually consent to a waiver of this covenant.

Section 7. *Responsibility for Violations.*

All notices of violations of law or governmental ordinances, orders or requirements which were or will be issued prior to the date of this Contract by any governmental department or agency or bureau having jurisdiction as to conditions affecting the Property shall be removed or complied with by Seller. If such removal or compliance has not been completed prior to the Closing, Seller shall pay to Buyer at the Closing the reasonably estimated unpaid cost to effect or complete such removal or compliance, and Buyer shall be required to accept title to the Property subject thereto. Seller represents that it has received no notices of violations and shall promptly furnish to Buyer any notices of violation hereinafter received with respect to the Property.

Section 8. *Destruction, Damage or Condemnation.*

The risk of any loss of or damage to the Property or the taking of the Property or any part thereof by eminent domain prior to the Closing Date shall be borne by Seller. In the event that the Property or any portion thereof is damaged or destroyed prior to the Closing Date by any casualty or there is a threatened taking of any portion thereof by eminent domain:

(a) If, in the reasonable exercise of the judgment of the Buyer, the damage or destruction will require the expenditure of more than ten percent of the purchase price to repair and/or if such threatened taking is likely, in the reasonable exercise of the judgment of the Buyer, to result in an award of more than ten percent of the purchase price or more, then the Buyer shall have the right to terminate this Contract by giving written notice thereof to the Seller on or before the expiration of ten (10) days following the giving of written notice by the Seller to the Buyer of such damage or threatened taking; or

(b) If this Contract is not terminated by the Buyer pursuant to the provisions of subparagraph (a) above, then this Contract shall remain in full force and effect, and at Closing the Seller shall assign all its right, title and interest in and to the insurance proceeds and condemnation awards to the Buyer, less any amounts required to reimburse Seller for expenses of repair or restoration.

Section 9. *Settlement and Adjustments.*

9.01. *Settlement.* Unless this Contract is terminated pursuant to the provisions of Section 8 or 10, settlement shall occur within forty-five (45) days of the date of this Contract. The deposit placed in escrow with Funk & Bolton, P.A. shall be applied to the Purchase Price at Settlement.

9.02. *Settlement Adjustments.* Water charges, and community association charges, if any, shall be adjusted and apportioned as of the date of Settlement. All taxes, general or special, and all other public or governmental charges or assessments against the Property which are or may be payable on an annual basis (including sanitary district or other benefit charges, assessments, liens or encumbrances for sewer, water, drainage, or other public improvements completed or commenced on or prior to the date hereof or subsequent thereto), are to be adjusted and apportioned as of the date of settlement and are to be assumed and paid thereafter by the Buyer, whether assessments have been levied or not as of the date of settlement except as otherwise required by law.

Section 10. *Objections to Title, Failure of Seller or Buyer to Perform.*

10.01. Buyer promptly shall order an examination of title and should it desire, a survey of the Property, and advise Seller by written notice within thirty (30) days of the acceptance of this Contract if in its sole discretion there exist any exceptions to title or survey that it finds objectionable. If Buyer fails to give such notice, Buyer agrees to accept title subject to any such matters other than those which arise subsequent to the end of such thirty (30) days. If Buyer gives notice of objectionable matters, Seller shall notify Buyer within ten (10) days thereafter, of its election either (a) to cure or remove the same, which Seller will do at its expense within a

reasonable time, or (b) to not remove the same. If Seller elects not to remove the same, Buyer shall have the right within five (5) days thereafter either to terminate this Contract and receive a refund of its deposit, or waive the title defect or survey matter and accept title and survey notwithstanding such objections.

10.02. Any unpaid taxes, assessments, water charges and sewer rents, together with the interest and penalties thereon to a date not less than two days following the Closing date, and any other liens and encumbrances which Seller is obligated to pay and discharge or which are against corporations, estates or other persons in the chain of title, together with the cost of recording or filing any instruments necessary to discharge such liens and encumbrances of record, may be paid out of the proceeds of the monies payable at the Closing if Seller delivers to Buyer on the Closing date official bills for such taxes, assessments, water charges, sewer rents, interest and penalties and instruments in recordable form sufficient to discharge any other liens and encumbrances of record. Upon request made a reasonable time before the Closing, Buyer shall provide at the Closing separate checks for the foregoing payable to the order of the holder of any such lien, charge or encumbrance. If Buyer's title insurance company is willing to insure both Buyer and Buyer's institutional lender, if any, that such charges, liens and encumbrances will not be collected out of or enforced against the Property, then, unless Buyer's institutional lender reasonably refuses to accept such insurance in lieu of actual payment and discharge, Seller shall have the right in lieu of payment and discharge to deposit with the title insurance company such funds or assurances or to pay such special or additional premiums as the title insurance company may require in order to so insure. In such case the charges, liens and encumbrances with respect to which the title insurance company has agreed so to insure shall not be considered objections to title.

10.03. If Buyer shall default in the performance of its obligation under this Contract to purchase the Property, the sole remedy of Seller shall be to retain the deposit as liquidated damages for all loss, damage and expense suffered by Seller, including without limitation the loss of its bargain.

Section 11. *Broker and Commissions.*

Seller and Buyer acknowledge that neither has dealt with any agent, broker or finder with respect to this transaction.

Section 12. *Recordation and Transfer Taxes.*

The Parties agree that the costs of State and local transfer taxes and recordation taxes related to the conveyance of the Property to Buyer shall be the responsibility of Buyer.

Section 13. *Notices.*

All notices required or provided under this Contract shall be in writing and shall be delivered personally or shall be sent by prepaid registered or certified mail, addressed as set forth below:

If to Seller:

Clifford B. Glover III, Esquire
36 S. Charles Street, 12th Floor
Baltimore, Maryland 21201

If to Buyer:

Royette E. Smith
7907 Martin Luther King, Jr. Highway
Glenarden, Maryland 20707

If notice is sent by way of the United States postal service, notice shall be deemed to have been given and received on the third (3rd) business day from the date deposited in the United States mails.

Section 14. *Effect of Delivery of Deed.*

The delivery of the deed by Seller, and the acceptance thereof by Buyer, shall be deemed the full performance and discharge of every obligation on the part of Seller to be performed hereunder.

Section 15. *Miscellaneous Provisions.*

15.01. This Contract embodies and constitutes the entire understanding between the Parties with respect to the transaction contemplated herein and any prior agreements, understandings, representations and statements, oral or written, are merged into this Contract. Neither this Contract nor any provision hereof may be waived, modified, amended, discharged or terminated except by an instrument signed by the Parties.

15.02. This Contract shall be governed by, and construed in accordance with, the law of the State of Maryland without regard to principles of conflict of laws.

15.03. The captions in this Contract are inserted for convenience of reference only and in no way define, describe or limit the scope or intent of this Contract or any of the provisions hereof. As used in this Contract, the masculine shall include the feminine and neuter, the singular shall include the plural and the plural shall include the singular, as the context may require.

15.04. This Contract shall be binding upon and shall inure to the benefit of the Parties hereto and their respective heirs or successors and assigns. The Parties do not have the right to assign this Contract prior to Settlement.

15.05. This Contract shall not be binding or effective until it has been authorized, at a

Regular or Special Session, by the City of Glenarden Council by resolution and attached to this Contract, and properly executed and delivered by Seller and Buyer.

15.06. Time shall be of the essence with respect to each and every provision of this Contract.

15.07. If any provision in this Contract or the application thereof cannot be enforced to its fullest extent, then such provision shall be enforced to the maximum extent permitted by law. The invalidity, illegality, or unenforceability of any term or provision of this Contract shall not affect or limit the validity, legality or enforceability of any other term or provision hereof.

15.08. The Parties intend for this Contract to be executed in duplicate.

Section 16. *Independent Legal Advice.*

The Parties acknowledge that this is a legally binding and fully enforceable agreement. The Parties have read the document carefully and to the extent they so required sought the advice of legal counsel or other appropriate advice.

IN WITNESS WHEREOF, the Parties hereto have executed this Contract of Sale as of the date first above written.

SELLER: THE CITY OF GLENARDEN

WITNESS: _____ (SEAL)
Dennis Smith, Mayor

BUYER: ROYETTE SMITH

WITNESS: _____ (SEAL)

Appendix A

Real Property Data Search (w3)

Guide to searching the database

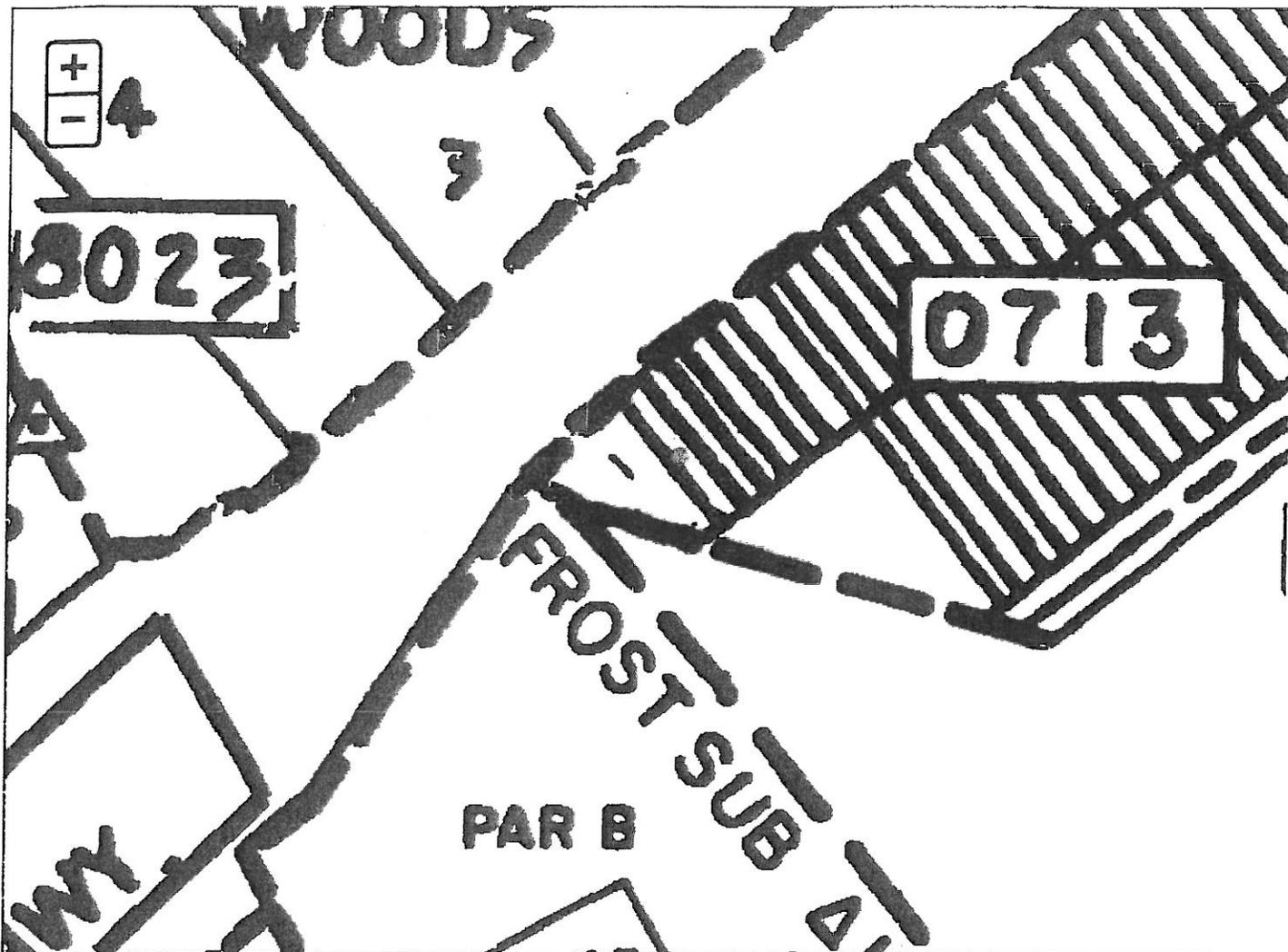
Search Result for PRINCE GEORGE'S COUNTY

View Map		View GroundRent Redemption			View GroundRent Registration					
Account Identifier:		District - 13 Account Number - 1429018								
Owner Information										
Owner Name:		GLENARDEN TOWN OF			Use:		EXEMPT COMMERCIAL			
Mailing Address:		8600 GLENARDEN PKWY GLENARDEN MD 20706-1522			Principal Residence:		NO			
					Deed Reference:		/09702/ 00069			
Location & Structure Information										
Premises Address:		MARTIN LUTHER KING JR HWY LANDOVER 20785-0000			Legal Description:		PT LT 2 EX 512 SF PT LT 3 EX 1691 SF PT LT 4 EX 1731 SF & ALL LOT 1			
Map:	Grid:	Parcel:	Sub District:	Subdivision:	Section:	Block:	Lot:	Assessment Year:	Plat No:	E-0713
0060	00A1	0000		3500		A		2015		
Special Tax Areas:					Town:		GLENARDEN			
					Ad Valorem:					
					Tax Class:		8			
Primary Structure Built		Above Grade Enclosed Area		Finished Basement Area		Property Land Area		County Use		
						6,766 SF		905		
Stories	Basement	Type	Exterior	Full/Half Bath	Garage	Last Major Renovation				
Value Information										
		Base Value		Value As of 01/01/2015		Phase-in Assessments As of 07/01/2015		As of 07/01/2016		
Land:		57,500		57,500						
Improvements		0		0						
Total:		57,500		57,500		57,500		57,500		
Preferential Land:		0						0		
Transfer Information										
Seller: UNIVERSAL BANK OF MARYLAND				Date: 07/27/1994		Price: \$0				
Type: NON-ARMS LENGTH OTHER				Deed1: /09702/ 00069		Deed2:				
Seller: COMMERCIAL				Date: 08/10/1988		Price: \$0				
Type:				Deed1: /07064/ 00051		Deed2:				
Seller:				Date:		Price:				
Type:				Deed1:		Deed2:				
Exemption Information										
Partial Exempt Assessments:		Class		07/01/2015		07/01/2016				
County:		670		57,500.00		57,500.00				
State:		670		57,500.00		57,500.00				
Municipal:		670		57,500.00		57,500.00		57,500.00		
Tax Exempt:		Special Tax Recapture:								
Exempt Class:		NONE								
Homestead Application Information										
Homestead Application Status: No Application										

Prince George's County

[New Search \(http://sdat.dat.maryland.gov/RealProperty\)](http://sdat.dat.maryland.gov/RealProperty)

District: 13 Account Number: 1429018



The information shown on this map has been compiled from deed descriptions and plats and is not a property survey. The map should not be used for legal descriptions. Users noting errors are urged to notify the Maryland Department of Planning Mapping, 301 W. Preston Street, Baltimore MD 21201.

If a plat for a property is needed, contact the local Land Records office where the property is located. Plats are also available online through the Maryland State Archives at www.plats.net (<http://www.plats.net>).

Property maps provided courtesy of the Maryland Department of Planning.

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* Total Consideration \$181,000.00

SPECIAL WARRANTY DEED

THIS DEED made this 27th day of July, 1994, between FEDERAL DEPOSIT INSURANCE CORPORATION AS RECEIVER OF UNIVERSAL BANK OF MARYLAND ("Grantor") and TOWN OF GLENARDEN, MARYLAND, a political subdivision of the State of Maryland ("Grantee"); WITNESSETH, that Grantor in consideration of the sum of Ten Dollars (\$10.00)* and other good and valuable consideration in hand paid, the receipt and sufficiency of which are hereby acknowledged, has granted and conveyed, and by these presents does hereby grant and convey unto Grantee, its successors and assigns, in fee simple, Grantor's interest in and to the following described real estate, (the "Premises") situated in the County of Prince George's, State of Maryland, to wit:

LEGAL DESCRIPTION - SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF BY THIS REFERENCE

TOGETHER WITH the buildings and improvements thereupon erected, made or being; and all and every, the rights, alleys, ways, waters, privileges, appurtenances and advantages, to the same belonging, or anywise appertaining.

TO HAVE AND TO HOLD said real estate together with the tenements, hereditaments and appurtenances belonging thereto ("Premises") to Grantee, Grantee's heirs successors and assigns, subject to (a) covenants, conditions, restrictions or other matters of record; (b) private, public and utility easements; (c) roads and highways; (d) party wall rights and agreements; (e) existing leases and tenancies; (f) special taxes or assessments for improvements not yet completed; (g) installments not due at the date hereof of any special tax or assessment for improvements heretofore completed; (h) general taxes not currently due and owing, including any taxes which may accrue by reason of new or additional improvements; (i) unrecorded mechanic's lien claims; (j) rights of claims of parties in possession; (k) any matters which would be disclosed by a current and accurate survey and inspection of the Premises.

Grantor does hereby bind itself, its legal representatives, heirs, successors and assigns to warrant specially and forever defend the Premises unto Grantee, Grantee's heirs and assigns against every person whomsoever lawfully claiming or to claim the same, or any part thereof, by, through or under Grantor, but not otherwise. Notwithstanding the foregoing, Grantor makes no warranties of any kind, whether statutory, express or implied, with respect to the physical condition of the Premises, and Grantee, by accepting delivery of this deed, acknowledges that Grantee has inspected the Premises and accepts same in its present condition "AS IS" and "WITH ALL FAULTS".

CLERK OF THE COURT
JUL 27 12 26 PM '94

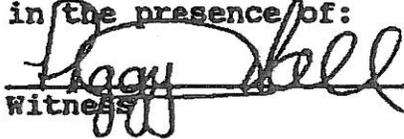
PRINCE GEORGE'S COUNTY RECORDS DEPARTMENT (Land Records) VJ 9702, p. 0059, MSA_CE64_9783. Date available 09/15/2005. Printed 05/05/2016.
MYLEN & GILMORE, P.A.
4051 POWERS MILL ROAD SUITE 300
CALVERTON, MARYLAND 20705

9702
0059
7/11/94

THIS DEED IS EXEMPT FROM TRANSFER TAXES
PURSUANT TO 12 U.S.C. Section 1825.

IN WITNESS WHEREOF, Grantor has caused its name to be signed
to these presents by its duly authorized representative, the ___
day and year first above written.

Signed, sealed and delivered
in the presence of:


Witness

GRANTOR:

FEDERAL DEPOSIT INSURANCE
CORPORATION AS RECEIVER OF
UNIVERSAL BANK OF MARYLAND


Witness

By 
MICHAEL D. HARDIMAN

Title: Attorney in Fact

Deed Prepared By:

Robert Green, Esquire
285 Peachtree Center Avenue
Suite 600
Atlanta, Georgia 30303
Agent for FDIC
one of the parties hereto.

Pursuant to Power of Attorney
recorded at Book _____, Folio
_____, Prince George's County,
Maryland Land Records. On

July 27, 1994, immediately prior hereto

STATE OF GEORGIA)
) SS
 COUNTY OF FULTON)

I, Patricia J. Dailey, a notary public in and for the said County in the State aforesaid, do hereby certify that Michael D. Hardiman personally known to me to be the authorized representative of FEDERAL DEPOSIT INSURANCE CORPORATION AS RECEIVER OF UNIVERSAL BANK OF MARYLAND (the "Corporation"), and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that as such authorized representative, he signed and delivered the said instrument pursuant to authority given by the Board of Directors of the Corporation as his free and voluntary act and as the free and voluntary act of the Corporation for the uses and purposes therein set forth and certified that this conveyance is not part of a transaction in which there is a sale, lease, exchange or other transfer of all or substantially all of the property and assets of the Corporation.

Given under my hand and official seal, this 22nd day of July, 1994.

Patricia J. Dailey
 Notary Public
 State and County Aforesaid

My Commission Expires: _____
 Notary Public, DeKalb County, Georgia
 My Commission Expires December 28, 1997

Exhibit "A"

That certain tract or parcel of land located in the County of Prince George's, State of Maryland, and described as follows:

Lots numbered One (1) through Twenty-three (23) and Sixty-eight (68) through Eighty-four (84) and the adjacent 1/2 of the former bed on Parcey Street abandoned in Equity D-7975 all in the subdivision known as "GLENARDEN", as per plat thereof recorded in Plat Book R.N.R. 2 at Plats 20 and 21; SAVING AND EXCEPTING therefrom that part of lots Two (2) through Seven (7) containing .1899 ac. conveyed to Raymond Smith by deed recorded in Liber 4681 at folio 365.

Being in the 13th (Kent) Election District.

9702. 63

ALL TAXES ON ENCUMBRANCE CERTIFICATES TO BE PAID FOR BY THE BUYER AT THE TIME OF CLOSING. THE BUYER SHALL BE RESPONSIBLE FOR THE PAYMENT OF ALL TAXES ON ENCUMBRANCE CERTIFICATES TO BE PAID FOR BY THE BUYER AT THE TIME OF CLOSING. THE BUYER SHALL BE RESPONSIBLE FOR THE PAYMENT OF ALL TAXES ON ENCUMBRANCE CERTIFICATES TO BE PAID FOR BY THE BUYER AT THE TIME OF CLOSING.

TRANSFERRED
MAY 27 1994
BY [Signature] TRANSFER OFFICE

City of Glenarden, Maryland
2016 Legislation

Resolution No: R-27-2016
Sponsor: Elaine A. Carter, Councilwoman, Ward II
Co-Sponsor:
Session: Regular Session
Date of Introduction: March 15, 2016

A Resolution Authorizing the Sale of Unbuildable Lot

WHEREAS, the City of Glenarden owns lots throughout the City that are unbuildable; and

WHEREAS, these unbuildable lots have been offered for sale to the adjacent owned properties; and

WHEREAS, Raymond W. Smith, Martha H. Smith and Royette E. Smith wants to purchase the unbuildable Lot 1 that are contiguous to his property.

NOW, THEREFORE BE IT RESOLVED, by the City Council of Glenarden, Maryland sitting in Regular Session this 15th of March, 2016 as follows:

1. That Lot 1 is identified on the Maryland Department of Assessments and Taxation property Map 0060, Grid 00A1, Subdivision 2500, Block A, Plat No. E-0713, with a property land area of approximately 3,279 Square Feet.
2. The City of Glenarden is identified as owner, Deed # 09702/00059.
3. The purchase price for this lot is \$0.10 per square foot for approximately \$328.00.
4. Upon approval of this Resolution, Raymond W. Smith, Martha H. Smith and Royette E. Smith will pay to the City approximately \$328.00 for Lot 1.
5. The purchaser will pay all cost related to the closing. Allegiance Title & Escrow, Ltd. has agreed to conduct the closing or the buyer can select another company to do the closing. The exact footage will be determined by the escrow company.
6. This property is sold to Raymond W. Smith, Martha H. Smith and Royette E. Smith because the lots are too small to be buildable. The sale of this property is contingent upon the agreement by Raymond W. Smith that he will not represent, nor allow others to represent, that the lot is buildable, and will affirmatively disclose to any potential buyer that Lot 1, by themselves, are not buildable. Raymond W. Smith shall further agree that, should he combine the lot with any other parcels for sale, the total square footage of the combined property shall meet the required minimum size required by Prince George's County for a buildable lot. This agreement will be reflected in the contract for sale of the property by the City to Raymond W. Smith, Martha H. Smith and Royette E. Smith.

1 R-27-2016- A Resolution Authorizing the Sale of Unbuildable Lot

2 Page 2

3
4
5 7. See attached map and database form.

6
7
8 This resolution shall take effect immediately following approval by Council.

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11 Date Approved: March 15, 2016

12
13 ATTEST:

City Council of Glenarden, MD

14
15 Toni Taylor
16
17 Toni Taylor, Council Clerk

Maxine A. Phifer
Maxine Phifer, President, At Large

James Herring
James Herring, Vice Chair, Ward I

Elaine A. Carter
Elaine A. Carter, Councilwoman, Ward II

Judy C. Diggs
Judy Diggs, Councilwoman, At Large

Deborah A. Eason
Deborah A. Eason, Councilwoman, Ward II

- Absent -
Jennifer Jenkins, Councilwoman, Ward III

- NO -
Carolyn Smallwood, Councilwoman, Ward I

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38 Yes -5-
39 No -1-
40 Abstain -0-
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Real Property Data Search (w4) Guide to searching the database

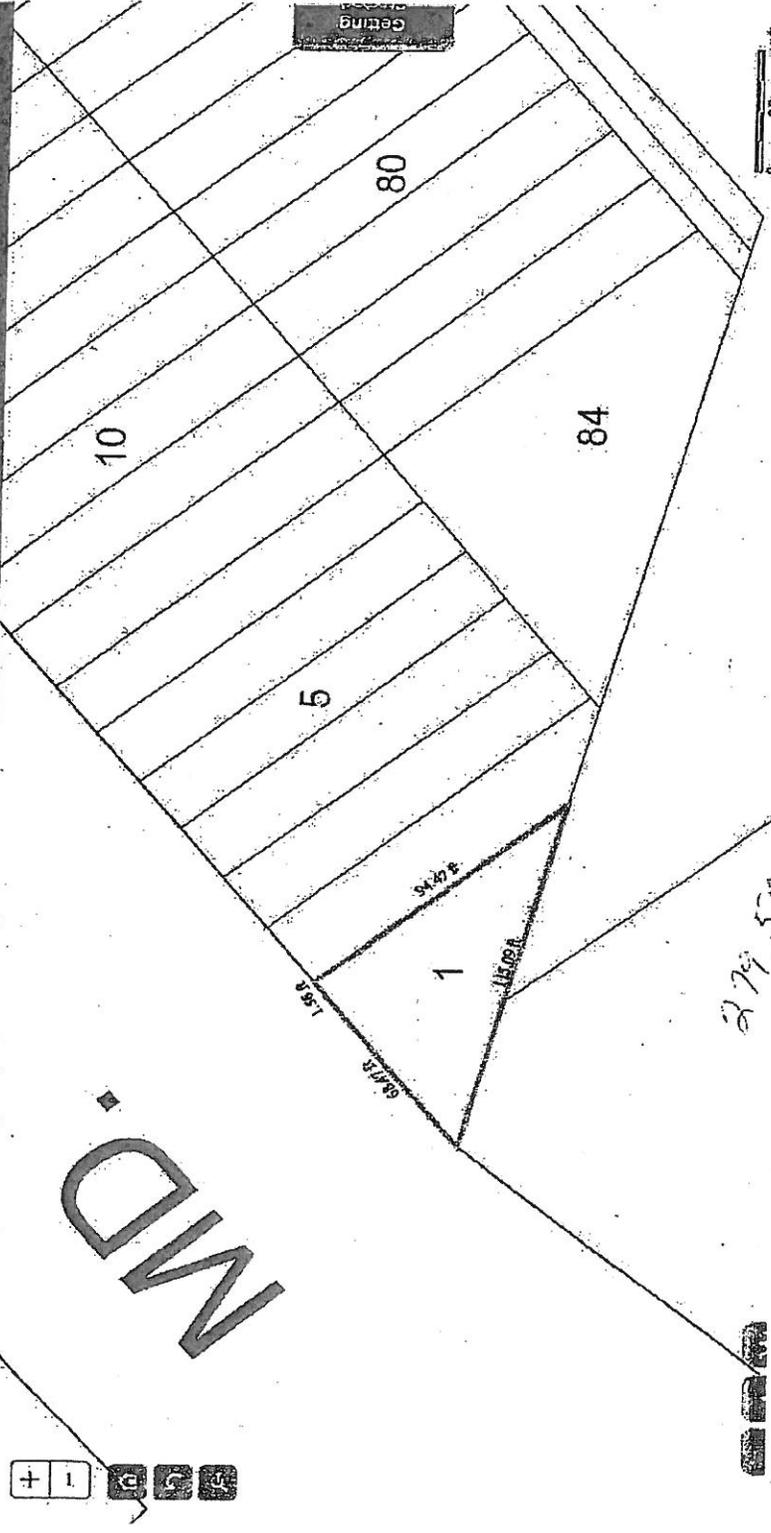
Search Result for PRINCE GEORGE'S COUNTY

View Map		View GroundRent Redemption		View GroundRent Registration	
Account Identifier:		District - 13 Account Number - 1429018			
Owner Information					
Owner Name:		GLENARDEN TOWN OF		Use: EXEMPT COMMERCIAL	
Mailing Address:		8600 GLENARDEN PKWY GLENARDEN MD 20706-1522		Principal Residence: NO Deed Reference: /09702/ 00059	
Location & Structure Information					
Premises Address:		MARTIN LUTHER KING JR HWY LANDOVER 20785-0000		Legal Description: PT LT 2 EX 512 SF PT LT 3 EX 1691 SF PT LT 4 EX 1731 SF & ALL LOT 1	
Map:	Grid:	Parcel:	Sub District:	Subdivision:	Section:
0060	00A1	0000		3500	A
Assessment Year:		Block:		Lot:	
2015		A			
Plat No:		Plat Ref:		E-0713	
Special Tax Areas:		Town:		GLENARDEN	
		Ad Valorem:			
		Tax Class:		8	
Primary Structure Built	Above Grade Enclosed Area	Finished Basement Area	Property Land Area	County Use	
			6,766 SF	905	
Stories	Basement	Type	Exterior	Full/Half Bath	Garage
Value Information					
		Base Value	Value As of 01/01/2015	Phase-in Assessments As of 07/01/2015	
				As of 07/01/2016	
Land:		57,500	57,500		
Improvements:		0	0		
Total:		57,500	57,500	57,500	57,500
Preferential Land:		0			0
Transfer Information					
Seller: UNIVERSAL BANK OF MARYLAND		Date: 07/27/1994		Price: \$0	
Type: NON-ARMS LENGTH OTHER		Deed1: /09702/ 00059		Deed2:	
Seller: COMMERCIAL		Date: 08/10/1988		Price: \$0	
Type:		Deed1: /07054/ 00051		Deed2:	
Seller:		Date:		Price:	
Type:		Deed1:		Deed2:	
Exemption Information					
Partial Exempt Assessments:		Class	07/01/2015	07/01/2016	
County:		670	57,500.00	57,500.00	
State:		670	57,500.00	57,500.00	
Municipal:		670	57,500.00	57,500.00	57,500.00
Tax Exempt:		Special Tax Recapture:			
Exempt Class:		NONE			
Homestead Application Information					
Homestead Application Status: No Application					

1. This screen allows you to search the Real Property database and display property records.
2. Click here for a glossary of terms.
3. Deleted accounts can only be selected by Property Account Identifier.
4. The following pages are for information purpose only. The data is not to be used for legal reports or documents. While we have confidence in the accuracy of these records, the Department makes no warranties, expressed or implied, regarding the information.

3279 F
Pg PG Atlas

PG&ES Advanced Mapping



279.59

NOTICE

Unbuildable Lot
 The City of Glenarden, MD has identified 1 unbuildable lot within City limits. Designated as Lot 1, is identified on the Maryland Department of Assessments and Taxation Property Map 0060, Grid 00A1, Subdivision 2500, Block A, Plat No. E-0713, with a property land area of approximately 3,279 Square Feet. Any interest in the Lot, please contact City Hall. 301-773-2100 (2-18) 2611846-EQ

NOTICE

DIANE S. ROSENBERG
 MARK D. MEYER
 JOHN A. ANSELL, III
 KENNETH SAVITZ
 CAROLINE FIELDS
 JENNIFER ROCHINO
 7910 Woodmont Avenue, Suite 750
 Bethesda, Maryland 20814
 Substitute Trustees

Plaintiff(s)

vs.

CARRIE L. JENKINS
 10106 Campus Way S, Unit 201-3B
 Upper Marlboro, MD 20774
 Defendant(s)

In the Circuit Court for Prince George's County, Maryland

Case No. CAFF15-33141

Notice is hereby given that the 8th day of February, 2016, by the Circuit Court for Prince George's County,

NOTICE

DIANE S. ROSENBERG
 MARK D. MEYER
 JOHN A. ANSELL, III
 KENNETH SAVITZ
 CAROLINE FIELDS
 JENNIFER ROCHINO
 7910 Woodmont Avenue, Suite 750
 Bethesda, Maryland 20814
 Substitute Trustees

Plaintiff(s)

vs.

ADEROLAJA ALADEJANA
 ZAUHA F. PARKER
 12501 Glades Forest Circle, Unit 26
 Bowie, MD 20720
 Defendant(s)

In the Circuit Court for Prince George's County, Maryland

Case No. CAFF15-35372

Notice is hereby given that the 8th day of February, 2016, by the Circuit Court for Prince George's County,

CHARLES J. KENNY, JR.
 Law Office of
 Charles J. Kenny, Jr.
 7100 Baltimore Avenue
 Suite 102
 College Park, Maryland
 20740
 (301) 927-8611

**NOTICE OF APPOINTMENT
 NOTICE TO CREDITORS
 NOTICE TO UNKNOWN
 HEIRS**

Estate No. 102034

TO ALL PERSONS
 INTERESTED IN THE
 ESTATE OF
 ROCHELLE K.
 MYLES-GALLOWAY
 AKA ROCHELLE K. MYLES

Notice is given that LOUIS GALLOWAY 6210 87TH AV. ENUE, HYATTSVILLE, MD 20784 was on FEBRUARY 5, 2016 appointed personal representative of the estate of ROCHELLE K. MYLES GALLOWAY who died on JANUARY 8, 2016 without a will.

Further information can be obtained by reviewing the estate file in the office of the Register of Wills or by contacting the personal representative.

TERENCE M. MCGRATH
 Law Offices of Terrence M. McGrath, LLC
 6404 Ivy Lane, Suite 650
 Greenbelt, MD 20770
 (301) 220-2234

**NOTICE OF APPOINTMENT
 NOTICE TO CREDITORS
 NOTICE TO UNKNOWN
 HEIRS**

Estate No. 102089

TO ALL PERSONS
 INTERESTED IN THE
 ESTATE OF
 ESTHER B. KLIMAN

Notice is given that TODD H. KLIMAN, 5006 43RD AVE. HYATTSVILLE, MD 20781 and ANDREW J. KLIMAN, 80 WEST 76TH ST. APT. 4E, NEW YORK, NY 10023 were on JANUARY 28, 2016 appointed personal representatives of the estate of ESTHER B. KLIMAN who died on DECEMBER 17, 2015 with a will.

Further information can be obtained by reviewing the estate file in the office of the Register of Wills or by contacting the personal representative.

TERRENCE M. MCGRATH
 Law Offices of Terrence M. McGrath, LLC
 6404 Ivy Lane, Suite 650
 Greenbelt, MD 20770
 (301) 220-2234

**NOTICE OF APPOINTMENT
 NOTICE TO CREDITORS
 NOTICE TO UNKNOWN
 HEIRS**

Estate No. 102004

TO ALL PERSONS
 INTERESTED IN THE
 ESTATE OF
 ALFRED N. NELSON, JR.
 AKA ALFRED N. NELSON

Notice is given that ROBERT D. COUCHENOUR, SR., 301 WINSTON ROAD, PASADENA, MD 21122 was appointed personal representative of the estate of ALFRED N. NELSON, JR. who died on DECEMBER 01, 2015 with a will.

Further information can be obtained by reviewing the estate file in the office of the Register of Wills or by contacting the personal representative.

DON M. ZIMMERMAN, Esq.
 Haskell and Zimmerman
 P.O. Box 1299
 Upper Marlboro, MD 20773
 (301) 627-5844

**NOTICE OF APPOINTMENT
 NOTICE TO CREDITORS
 NOTICE TO UNKNOWN
 HEIRS**

Estate No. 102163

TO ALL PERSONS
 INTERESTED IN THE
 ESTATE OF
 CAROLINE BOYETTE

Notice is given that ROOS FUEHRTRIEDGE 7150 AP. FUEBROSS LANE. CHAR. LOTTE, NC 28215 was on FEBRUARY 9, 2016 appointed personal representative of the estate of CAROLINE BOYETTE who died on NOVEMBER 17, 2015 without a will.

Further information can be obtained by reviewing the estate file in the office of the Register of Wills or by contacting the personal representative.

All persons having any objection to the appointment of the Register of Wills or by contacting the personal representative or the attorney. All persons having any objection to the appointment of the Register of Wills or by contacting the personal representative or the attorney. All persons having any objection to the appointment of the Register of Wills or by contacting the personal representative or the attorney.

22 Febuary 2016

To: Ms. Toni, Council Clerk

From: Royette Smith

Subj: Lot for Sale

I am writing you to submit my official bid for Lot 1, Map 0060, Grid 00A1, Subdivision 2500, Block A, Plat No. E-0713, which is approximately 3,279 sq ft. Thank you for you attention to this matter.

A handwritten signature in cursive script, appearing to read "Royette Smith". The signature is written in black ink on a white background.