

TERMS AND CONDITIONS

Commissioners of Ridgely
2 Central Avenue
P.O. Box 710
Ridgely, Maryland 21660
(410) 634-2177

SALE OF SURPLUS REAL PROPERTY

The Commissioners of Ridgely, a Maryland municipal corporation (the "Town"), is the fee simple owner of certain real property located at 106 Maryland Avenue, Ridgely, Maryland, further described by two deeds dated March 14, 2017, recorded in the Land Records of Caroline County, Maryland at Liber F.D.M. No. 1249, folios 193 and 198, and shown on Caroline County Tax Map 700 as Parcel Nos. 456 and 455, Tax Account Nos. 07-004222 and 07-004249, respectively (collectively, the "Property"). By virtue of the power and authority contained in Md. Code Ann., Local Gov't § 5-204(c)(3) and § 42 of the Charter of the Town of Ridgely, the Town is soliciting bids for the Property, which the Commissioners of Ridgely (the "Commissioners") have declared surplus pursuant to Resolution No. 2017-03.

Interested parties must reply with a minimum bid of \$70,000. The terms of sale include settlement within sixty (60) days from acceptance of the bid. All prospective bids are further subject to the terms and conditions set forth herein.

Sealed bids labeled as "Surplus Property – 106 Maryland Avenue" will be accepted until 4:00 p.m. on September 6, 2017. The Town reserves the right to reject any or all bids, vary the specifications set forth herein, and impose such additional specifications as the Commissioners, in their discretion, determine to be in the public interest. Upon acceptance of a responsive bid, the Town and the selected purchaser shall enter into a real estate contract of sale prepared by the Town.

DESCRIPTION OF THE PROPERTY:

Tax Identification No. 07-004249:

PARCEL NO. 1. ALL that town lot situate, lying and being in the Town of Ridgely, in the Seventh Election District of Caroline County, State of Maryland, and described as follows, that is to say: BEGINNING for the same on the east side of the First Avenue West 100 feet north of Second Street and on the division line between Lots Nos. 8 and 9, which point is 50 feet northerly of the northwest corner of the community Amusement Company property, and runs thence with said division line between Lots Nos. 8 and 9 north 69 degrees east 180 feet to First Alley West; thence with said Alley, and with the use thereof in common, north 21 degrees west 50 feet to the division line between Lots Nos. 9 and 10; thence with said division line south 69 degrees west 180 feet to First Avenue West; thence with First Avenue West 50 feet to the place of beginning,

being Lot No. 9 of Block No. 6 as shown on a plat of Ridgely of record among the Land Records of Caroline County in Liber No. 57, folio 57½. It being the same land mentioned and described in a deed from Enoch R. Stranahan, Jr. and Idaline Stranahan, his wife, to Leo Temple Hopkins (now deceased) and Anne Coulby Hopkins, his wife, bearing date the 11th day of October, 1948, and duly recorded in Liber D.R.H. No. 111, folio 533, among the Land Record Books for Caroline County aforesaid.

PARCEL NO. 2. ALL that town lot situate, lying and being in the Town of Ridgely, in the Seventh Election District of Caroline County, Maryland, adjoining the Community Property Amusement property at a point on the east side of First Avenue West 50 feet northerly of Second Street and on the division line between Lots Nos. 7 and 8 and runs thence with said division line north 69 degrees east 180 feet to First Alley West; thence with said Alley, and with the use thereof in common, north 21 degrees west 50 feet to the division line between Lots Nos. 8 and 9; thence with said division line south 69 degrees west 180 feet to First Avenue West; thence with said First Avenue West 50 feet to the place of beginning. Being Lot No. 8 of Block 6 as shown on a plat of Ridgely of record among the Land Records of Caroline County in Liber No. 57, folio 57½. It being the same land mentioned and described in a deed from G. Lawrence Wilson and Louisa D. Wilson, his wife, to Leo T. Hopkins (now deceased) and Anne C. Hopkins, his wife, bearing date the 25th day of August, 1953, and duly recorded in Liber D.R.H. No. 119, folio 424, among the Land Record Books for Caroline County aforesaid.

BEING the same land conveyed to the Commissioners of Ridgely by deed dated March 14, 2017, by Catherine P. Moore, Collector of Taxes for Caroline County, Maryland and recorded among the Land Records of Caroline County, Maryland in Liber F.D.M. No. 1249, folio 198.

Tax Identification No. 07-004222:

ALL that lot, piece or parcel of land situate, lying and being in the Town of Ridgely, in the Seventh Election District of Caroline County, State of Maryland, and more particularly described as follows:

HAVING a frontage of 50 feet on First Avenue West and running back in parallel lines a distance of 180 feet to First Alley West and being designated as Lot No. 10 of Block No. 6, as laid down on the plat of Ridgely of record in Liber No. 57, folio 57½, one of the Land Record Books for Caroline County. It being the same land mentioned and described in a deed from Margaret E. Strannahan, widow, to Leo T. Hopkins (now deceased) and Anna C. Hopkins, his wife, bearing date the 11th day of October, 1948, and duly recorded in Liber D.R.H. No. 111, folio 534, among the Land Record Books for Caroline County aforesaid

BEING the same land conveyed to the Commissioners of Ridgely by deed dated March 14, 2017, by Catherine P. Moore, Collector of Taxes for Caroline County, Maryland and recorded among the Land Records of Caroline County, Maryland in Liber F.D.M. No. 1249, folio 193.

The Property is being conveyed together with improvements and fixtures thereon, if any, and the rights and appurtenances thereto belonging or appertaining and offered for sale subject to any and all covenants, agreements, conditions, liens, easements, and restrictions as may appear among the Land Records of Caroline County, Maryland.

ADDITIONAL TERMS OF SALE:

A deposit equal to 10% of the winning bid will be required of the purchaser of the Property, said deposit to be in the form of cash or certified or cashier's check, delivered at the time and place determined by the Town, or other form of security, at the Town's sole discretion. The balance in cash shall be due at settlement which shall be within sixty (60) days after acceptance of the bid by the Town, unless such period is extended by the Town, for good cause shown, time being of the essence.

Failure of the selected purchaser to settle will result in resale of the Property at the purchaser's sole risk and cost and forfeiture of the deposit. The Town specifically reserves all legal and equitable remedies available. The purchaser shall not be entitled to any surplus proceeds or profits resulting from any resale of the Property.

Sale is "AS IS" and the Town makes no warranty of any kind whatsoever regarding the Property's physical condition, physical description, title, or suitability for a particular or general purpose, either expressed or implied. Taxes, rent, annually payable public charges and assessments, and water and sewer charges, if applicable, will be adjusted to the date of sale and thereafter assumed by the selected purchaser. All costs of conveyance, including attorneys' fees, state documentary stamps, agricultural transfer tax, transfer taxes, and recordation taxes, will be paid by the purchaser.

The selected purchaser shall be responsible for obtaining physical possession of the Property. The purchaser agrees to pay \$350 at settlement to the Town Attorney for review of settlement documents as well as a reasonable fee for any other services the Town Attorney renders at the purchaser's request or due to purchaser's failure to comply with the terms of sale. The purchaser's sole remedy in the event the Town is unable to convey marketable title is the return of the deposit. Upon return of the deposit, the sale shall be null and void. The Town makes no warranties, expressed or implied, as to the use, zoning, or habitability condition of any premises on the Property.

There are no warranties as to the Property's compliance with any building, zoning, or life safety code in effect, and prospective bidders should verify all matters in person. The risk of loss passes to the selected purchaser at the date of sale. The Town shall not be responsible for any federal, State, or local environmental violations, if any exist.

The information contained herein was obtained from sources deemed to be reliable, but is offered for informational purposes only. The Town makes no representations or warranties with respect to the accuracy of this information. For more information, please contact Stephanie Berkey, Town Clerk-Treasurer, at (410) 634-2177.