

ORDINANCE NO. 3791

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF CUMBERLAND, MARYLAND, ENTITLED "AN ORDINANCE TO AUTHORIZE THE EXECUTION OF A DEED FOR THE PURPOSE OF CONVEYING CERTAIN SURPLUS PROPERTY LOCATED AT 534-536 COLUMBIA AVENUE IN THE CITY OF CUMBERLAND, ALLEGANY COUNTY, MARYLAND TO NAZIR GUL."

WHEREAS, Mayor and City Council of Cumberland is the fee simple owner of a certain parcel of real property together with the improvements thereon located at 534-536 Columbia Avenue, in the City of Cumberland, Allegany County, Maryland;

WHEREAS, the said property was declared to be surplus property under the terms of Order No. 25,880, passed by the Mayor and City Council on October 6, 2015;

WHEREAS, Nazir Gul desires to acquire the property, which is presently in a dilapidated condition, renovate it and bring it into compliance with applicable codes; and

WHEREAS, the Mayor and City Council of Cumberland deem it to be in the interest of the City to grant the said conveyance.

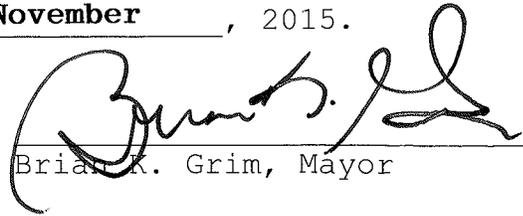
NOW, THEREFORE

SECTION 1: BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF CUMBERLAND, MARYLAND, that the Mayor and City Clerk be and they are hereby authorized to execute a deed in the form attached hereto as Exhibit A or in a similar form, conveying the aforesaid real property and improvements thereon to Nazir Gul, subject to certain rights of reverter as contained therein;

SECTION 4: AND BE IT FURTHER ORDAINED, that this Ordinance shall take effect from the date of its passage.

NOV 17 2015

Passed this 17th day of November, 2015.



Brian K. Grim, Mayor

ATTEST:


Marjorie A. Woodring, City Clerk

1st reading: October 20, 2015
2nd reading: November 17, 2015
3rd reading: November 17, 2015

Passed 5-0

EXHIBIT A

THIS QUITCLAIM DEED, made this ____ day of _____, 2015, by and between **MAYOR AND CITY COUNCIL OF CUMBERLAND**, a Maryland municipal corporation, party of the first part, and **NAZIR GUL**, party of the second part, of Allegany County, Maryland.

WITNESSETH:

That for and in consideration of the sum of Zero Dollars (\$0.00) and for other good and valuable considerations, the receipt of all of which is hereby acknowledged, the party of the first part does hereby quitclaim to the party of the second part, his personal representatives, heirs and assigns, all of the party of the first part's right, title, interest and estate in and to the following described piece or parcel of real estate lying and being in the City of Cumberland, Allegany County, Maryland, to wit:

ALL that lot, piece or parcel of ground lying and being on the Southerly side of Columbia Avenue in Election District No. 5 in Allegany County, Maryland, which is more particularly described as follows:

BEGINNING for the same at a stake standing on the Southerly side of Columbia Avenue at the end of a line drawn South 68 degrees 45 minutes East 83.8 feet from the Southeast intersection of Columbia Avenue and Pear Street, and running thence with said side of Columbia Avenue South 68-3/4 degrees East 40 feet; thence South 22 degrees West 50 feet; thence South 28-1/2 degrees West 154.7 feet; thence North 64-3/8 degrees West 41-1/3 feet; thence North 28 degrees East 202 feet to the place of beginning.

IT BEING the same property which was conveyed from Laura Lee Lantz, Personal Representative of the Estate of George R. Knippenberg, Jr., to Mayor and City Council of Cumberland by deed dated May 2, 2013 and recorded among the Land Records of Allegany County, Maryland in Book 1967, Page 184.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the above-described property unto the party of the second part, his personal representatives, heirs and assigns, in fee simple.

In connection with the foregoing conveyance, the party of the first part and the party of the second part covenant and agree as follow:

1. The party of the second part shall secure the structure on the property by replacing doors and locks on the structure which is located on the property, as needed, no later than two (2) weeks from the date of this deed.

2. The party of the second part shall remove all junk and debris from the yard and the structure on the property no later than two (2) months from the date of this deed.

3. The party of the second part shall replace the roof of the structure on the property no later than one hundred (100) days from the date of this deed.

4. The party of the second part shall complete the renovation of the structure on the property and bring it in compliance with the City of Cumberland Housing Code and other applicable codes no later than eighteen (18) months from the date of this deed.

5. The party of the first part and its designees shall have the right to inspect the hereinbefore-described property from time to time in order to ensure that the work described in paragraphs 1-4 hereinbefore is progressing and being performed in the manner described herein; provided, however, that the party of the first part shall endeavor to give the party of the second part no less than three (3) days advance notice of any such inspections. The party of the second part shall fully cooperate with the party of the first part and its designees in regard to the scheduling and conduct of the inspections.

6. The party of the second part may not convey the property described above or any interest therein (aside from a security interest granted subject to these covenants, restrictions and agreements) to a third party until all of the conditions set forth in paragraphs 1-4 hereinbefore are

completed in accordance with the terms and provisions set forth therein. Any such conveyance or attempt at such conveyance shall be null and void.

7. Should the party of the second part fail to comply with the terms and provisions of paragraphs 1-4 hereinbefore, the title to the real property and improvements conveyed by the terms of this deed shall immediately and without the necessity of any further action on the part of the party of the first part, revert and revest in the party of the first part, and the party of the second part shall lose and forfeit all of his rights, title and interest in and to the said property and to the improvements, fixtures, rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining, and the party of the first part shall have the right of re-entry to the said property. Further, the party of the second part shall execute a deed effecting the conveyance of the hereinbefore-described property, improvements, fixtures, etc. to the party of the first part in the event the requirements set forth in paragraph 1-4 above are not satisfied in a timely manner. In the event the party of the first part institutes litigation to enforce the terms of this paragraph, the party of the second part shall be liable for the party of the first part's reasonable attorneys' fees.

8. In furtherance of the terms and provisions set forth in paragraph 7 above, the party of the second part hereby appoints Jeffrey Rhodes, City Administrator of the City of Cumberland, and his successor City Administrators, his true and lawful attorney-in-fact, with full power of substitution, hereby granting them full power and authority for the party of the second part and in his stead to execute and deliver a deed or deeds to the hereinbefore-described property to the party of the first part in the event the party of second part fails to comply with the terms and provisions set forth in paragraphs 1-4 hereinbefore and to do any and all acts required in order to effect the conveyance of the hereinbefore-described property to the party of the first

part in the event the party of the second part fails to comply with the said terms and conditions. The terms and provisions of this paragraph are irrevocable; however, they shall expire three (3) years from the date of this deed. The terms and provisions of this paragraph shall not be affected by the disability or incapacity of the party of the second part, but shall remain in full force and effect from time to time and at all times until his death.

9. Once the requirements set forth in paragraphs 1-4 above have been satisfied, upon the request of the party of the second part, the party of the first part shall deliver a deed to the party of the second part which shall effect the surrender of the rights of reverter described herein.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in their respective names and under seal and duly attested all on the day and date first above written.

WITNESS/ATTEST:

**MAYOR AND CITY COUNCIL
OF CUMBERLAND**

Marjorie A. Woodring, City Clerk

By: _____ (SEAL)
Brian K. Grim, Mayor

Nazir Gul

WITNESS ATTESTATION FOR SIGNATURE OF NAZIR GUL

The foregoing Quitclaim Deed (which included power of attorney provisions which are the basis for this attestation) was, on the date written above, published and declared by Nazir Gul in our presence to be his power of attorney. We, in his presence and at his request, and in the presence of each other, have attested to the same and have signed our names as attesting witnesses. We further declare and affirm under the penalties of perjury that we are more than eighteen (18) years of age.

Witness #1 signature

Witness #1 printed name

Witness #1 address

Witness #2 signature

Witness #2 printed name

Witness #2 address

**STATE OF MARYLAND,
ALLEGANY COUNTY, TO WIT:**

I HEREBY CERTIFY, that on this _____ day of _____, 2015, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared **Brian K. Grim**, known to me or satisfactorily identified to be the person whose name is subscribed to the within instrument, the Mayor of Mayor and City Council of Cumberland, a municipal corporation of the State of Maryland, and acknowledged the foregoing to be the act and deed of the said Mayor and City Council of Cumberland; and at the same time made oath he is duly authorized by it to make this acknowledgment; and he further certified under the penalties of perjury that the actual consideration for the foregoing conveyance is \$0.00; and he further he further made oath in due form of law that this transaction is not subject to the provisions of Section 10-912 of the Tax General Article of the Maryland Annotated Code as the grantor is a resident of the State of Maryland.

WITNESS my hand and Notarial Seal.

NOTARY PUBLIC

My Commission Expires: _____

**STATE OF MARYLAND,
ALLEGANY COUNTY, TO WIT:**

I HEREBY CERTIFY, that on this _____ day of _____, 2015, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared **Nazir Gul**, known to me or satisfactorily identified to be the person whose name is subscribed to the within instrument, and did acknowledge that he executed the same for the purposes therein contained.

WITNESS my hand and Notarial Seal.

NOTARY PUBLIC

My Commission Expires: _____

I HEREBY CERTIFY that the within and foregoing document was prepared by, or under the supervision of, the undersigned, a Maryland attorney, and that no title search was performed in connection with its preparation.

MICHAEL SCOTT COHEN