

Sponsored By: Thomas K. Ferguson, Mayor
Roy L. Chiavacci, Council President

ORDINANCE NO. 756

AN ORDINANCE TO PROVIDE FOR THE TRANSFER OF APPROXIMATELY 13.65 SQUARE FEET OF LAND, MORE OR LESS, LOCATED ALONG THE BOUNDARY BETWEEN 41-43 UNION STREET AND 49 UNION STREET, WESTMINSTER, MARYLAND, FROM THE MAYOR AND COMMON COUNCIL OF WESTMINSTER TO INTERFAITH HOUSING ALLIANCE, INC.

WHEREAS, The Mayor and Common Council of Westminster (“City”) has been involved in a project to acquire and renovate property known as 49 Union Street as a part of its Home Ownership Program; and

WHEREAS, on March 14, 2006, the City purchased said property from Interfaith Housing Alliance, Inc. (formerly known as Interfaith Housing of Western Maryland, Inc.), a Maryland corporation (“Interfaith”); and

WHEREAS, Interfaith is the owner of a parcel of land contiguous and adjacent to 49 Union Street which property is known as 41-43 Union Street, Westminster, Maryland (“Interfaith Property”) which is improved by an apartment building constructed prior to Interfaith’s acquiring title to said property; and

WHEREAS, a portion of the apartment building is situated and located on the Interfaith Property such that a small section of the apartment building is located within the premises of 49 Union Street, and described as comprised of approximately 13.65 square feet of land, more or less, located along the boundary between 41-43 Union Street and 49 Union Street, Westminster, Maryland; and

WHEREAS, the Quit Claim Deed is made for the purpose of reconveying the aforesaid portion of the apartment building to Interfaith; and

WHEREAS, the City has determined that said property is not needed for general public purposes and that its conveyance to Interfaith will assist in the City's overall efforts to provide safe and affordable housing to qualified deserving residents of this community as a part of its home ownership program.

Section 1. Be it enacted and ordained by The Mayor and Common Council of Westminster that the conveyance of the aforesaid Property located at and described as comprised of approximately 13.65 square feet of land, more or less, located along the boundary between 41-43 Union Street and 49 Union Street, Westminster, Maryland, is hereby approved and the Mayor is hereby authorized to execute a Quit Claim Deed to effectuate said conveyance. The description of the aforesaid Property being conveyed is attached hereto and incorporated herein on **Exhibit A** on a description prepared by George A. Stroud, III, dated May 15, 2006.

Section 2. Be it further enacted and ordained by The Mayor and Common Council of Westminster that this Ordinance shall take effect ten days after its passage and approval.

INTRODUCED THIS 10th DAY OF July, 2006.

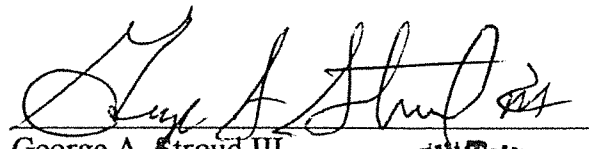
Laurell E. Taylor
Laurell E. Taylor, City Clerk

#72-05-22 apt

May 15, 2006

Description of a 0.0003 Acre Parcel

Beginning for the same at a point on and distant South 47°06'48" East 12.55 feet from the beginning of the South 47°15'32" East 180.81 foot line, for Lot 5A, as shown on a plat entitled Plat of Properties of Hope, Inc. and recorded among the Land Records for Carroll County in Platbook 24 folio 167, thence leaving said line with three (3) lines of division now made with all bearings referred to the Maryland State Grid Meridian 1) North 42°45'30" East 0.37 feet to a point, thence 2) South 47°14'30" East 33.15 feet to a point, thence 3) South 42°45'30" West 0.45 feet to a point on the aforementioned Lot 5A line, thence reversely with a portion of said line North 47°06'48" West 33.15 feet to the place of beginning. Containing 0.0003 acres or 13.65 square feet of land more or less.



George A. Stroud III

Property Line Surveyor No. 256



COMMON ACCESS EASEMENT AND MAINTENANCE AGREEMENT

THIS COMMON ACCESS EASEMENT AND MAINTENANCE AGREEMENT (hereinafter the "Agreement") is made this ____ day of _____, 2006, by **INTERFAITH HOUSING ALLIANCE, INC. (formerly known as Interfaith Housing of Western Maryland, Inc.)**, a Maryland corporation ("Interfaith") and **THE MAYOR AND COMMON COUNCIL OF WESTMINSTER**, a municipal corporation of the State of Maryland ("Westminster").

WHEREAS, Interfaith is the fee simple owner of a parcel of land shown and described as 41-43 Union Street, Westminster, Maryland, which is improved by an apartment building, shown and described as the "Existing Apartment Building" on a plat entitled "Access and Maintenance Easement Plat for Lot 5-A", a copy of which easement plat is attached hereto and incorporated herein by reference as **EXHIBIT A** (the "Easement Plat"), which parcel of land is located at 41-43 Union Street, Westminster, Carroll County, Maryland, being all of the real property conveyed unto Interfaith by a Deed from Housing Ownership Purchase Effort, Inc., a Maryland corporation, dated May 28, 1998, and recorded among the Land Records of Carroll County, Maryland in Liber 2048, folio 982 (hereinafter the "Interfaith Lot"); and

WHEREAS, Westminster is the fee simple owner of a parcel of land shown and described as "Lot 5A", on the Easement Plat, located adjacent to and northeast of the Interfaith Lot, and being all of the real property conveyed unto Westminster by a Deed from Interfaith Housing Alliance, Inc. (formerly known as Interfaith Housing of Western Maryland, Inc.) a Maryland corporation, dated March 14, 2006, and recorded among the aforesaid Land Records in Liber 4810, folio 731 (hereinafter "Lot 5A") (Lot 5A and the Interfaith Lot are hereinafter sometimes collectively referred to as "the Lots"); and

WHEREAS, the Interfaith Lot requires an easement over a portion of Lot 5A in order to access and maintain the northeastern boundary line of the Interfaith Lot and the Existing Apartment Building; and

WHEREAS, the parties desire to enter into this Agreement for the purpose of creating a ten feet (10') wide easement over a portion of Lot 5A for the benefit of the Interfaith Lot, and establishing a maintenance agreement for the future maintenance and repair of the easement area; and

WHEREAS, the parties have determined the terms of an agreement dealing with the easement and now wish to reduce the same to a formal written Agreement, to be recorded among the Land Records of Carroll County, Maryland.

WITNESSETH: That for no monetary consideration, but for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto do hereby agree as follows:

1. The recitals set forth above are hereby incorporated into this Agreement as a part hereof, and the recitals accurately reflect the intention of the parties and the facts recited therein.

2. This Agreement is one which binds Interfaith and Westminster as well as their successors and assigns in interest in and to the Lots, including any amendments or resubdivisions of the Lots; and accordingly, this Agreement is both to benefit the titles of the Lots and burden the titles of the Lots in the manner described herein in perpetuity and shall, as to both benefits and burdens, run with the land and titles to the Lots.

3. Westminster does hereby grant and convey unto Interfaith, for itself and its successors and assigns, and for all subsequent owners of the Interfaith Lot, a non-exclusive and perpetual easement for the benefit of the Interfaith Lot, to use in common with the owners of Lot 5A, on, over and across that portion of Lot 5A described and shown on the Easement Plat as "Access and Maintenance Easement", which easement area is ten feet (10') wide for the purposes of providing access for maintenance to the northeastern boundary of the Interfaith Lot and the Existing Apartment Building (hereinafter the "Easement Area").

4. Interfaith does hereby agree that it shall not disturb the Easement Area and shall be solely responsible to repair any damage caused to the Easement Area by its access and use of the Easement Area and shall restore the Easement Area to its present condition, at its sole expense, including any resodding or restoration and replanting of any shrubbery, trees, plants or landscaping materials which may be disturbed or damaged by Interfaith's use of the Easement Area.

5. This Agreement shall run with the land and shall bind and inure to the benefit of Interfaith and Westminster, and their respective successors and assigns in interest to the Lots.

WITNESS the hands and seals of the parties hereto affixed to this Agreement in order to establish it as a specialty as of the last date set forth below.

WITNESS:

INTERFAITH HOUSING ALLIANCE, INC.,
a Maryland corporation

By: _____ (SEAL)
James E. Upchurch, Jr., President

THE MAYOR AND COMMON COUNCIL
OF WESTMINSTER, a municipal corporation
of the State of Maryland

By: _____ (SEAL)
Thomas K. Ferguson, Mayor

STATE OF MARYLAND, COUNTY OF FREDERICK, TO WIT:

HEREBY CERTIFY that on this ____ day of _____, 2006, before me, the Subscriber, a Notary Public in and for the State and County aforesaid, personally appeared James E. Upchurch, Jr., President of Interfaith Housing Alliance, Inc., a Maryland corporation, who acknowledged the foregoing instrument to be the act and deed of Interfaith Housing Alliance, Inc., for the purposes herein contained; and he did further certify under the penalties of perjury that the consideration paid or to be paid for the foregoing is in the sum total of \$NONE; and further certified that he has the authority as President of Interfaith Housing Alliance, Inc., to make this acknowledgment on its behalf.

WITNESS my hand and Notarial Seal.

NOTARY PUBLIC

My Commission Expires:

STATE OF MARYLAND, COUNTY OF CARROLL, TO WIT:

I HEREBY CERTIFY that on this ____ day of _____, 2006, before me, a Notary Public in and for the State and County aforesaid, personally appeared Thomas K. Ferguson, Mayor of the Mayor and Common Council of Westminster, a municipal corporation of the State of Maryland, who acknowledged the foregoing instrument to be his act and deed, as Mayor, and did further certify that he is duly authorized as Mayor of the Mayor and Common Council of Westminster to make this acknowledgement on its behalf.

WITNESS my hand and Notarial Seal.

NOTARY PUBLIC

My Commission Expires:

This instrument has been prepared under the supervision of the undersigned, an Attorney duly admitted to practice before the Court of Appeals of Maryland.

Anne-Herbert Rollins, Attorney

ALLEY

N 42° 48' 28" E
20.00'

11.55'

N 42° 53' 12" E

10.00'

ACCESS & MAINTENANCE
EASEMENT

181.67'

35.15'

35.15'

S 47° 06' 48" E

181.70'

10.00'

S 42° 53' 12" W

N 47° 06' 48" W

134.97'

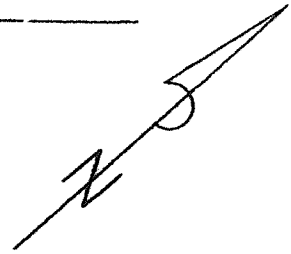
(5A)

0.083 Act

20.00'

S 42° 54' 19" W

UNION STREET (40')

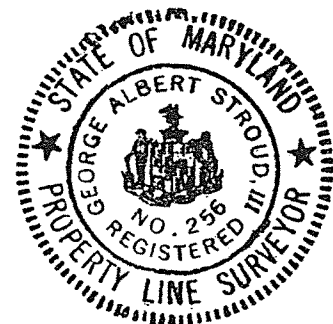


N/F
CHARLES COOPER
LCC 561/324
1-3-1979

EXISTING
APARTMENT
BUILDING

N/F
PLAT OF
PROPERTIES OF HOPE, INC.
SECTION "C"
PLATBOOK 24 PAGE 167

GEORGE A. STROUD III
PROPERTY LINE SURVEYOR No. 256



ACCESS & MAINTENANCE
EASEMENT PLAT

FOR

LOT 5A

PROPERTIES OF HOPE, INC.

PLATBOOK 24 PAGE 167

#49 UNION STREET

CITY OF WESTMINSTER

7TH ELECT. DIST. - CARROLL CO., MD

1" = 10' 4-3-2006

#72-05-22

A.L.S. INC.

94 EAST MAIN STREET
WESTMINSTER, MD 21157

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WHEREAS, Westminster is the fee simple owner of a parcel of land shown and described as "Lot 5A", on the Easement Plat, located adjacent to and northeast of the Interfaith Lot, and being all of the real property conveyed unto Westminster by a Deed from Interfaith Housing Alliance, Inc. (formerly known as Interfaith Housing of Western Maryland, Inc.) a Maryland corporation, dated March 14, 2006, and recorded among the aforesaid Land Records in Liber 4810, folio 731 (hereinafter "Lot 5A") (Lot 5A and the Interfaith Lot are hereinafter sometimes collectively referred to as "the Lots"); and

WHEREAS, the Interfaith Lot requires an easement over a portion of Lot 5A for parking access and a vehicular turnaround; and

WHEREAS, the parties desire to enter into this Agreement for the purpose of creating an access and maintenance easement over a portion of Lot 5A for the benefit of the Interfaith Lot, and establishing a maintenance agreement for the future maintenance and repair of the easement area; and

WITNESS the hands and seals of the parties hereto affixed to this Agreement in order to establish it as a specialty as of the last date set forth below.

WITNESS:

INTERFAITH HOUSING ALLIANCE, INC.,
a Maryland corporation

By: _____ (SEAL)
James E. Upchurch, Jr., President

THE MAYOR AND COMMON COUNCIL
OF WESTMINSTER, a municipal corporation
of the State of Maryland

By: _____ (SEAL)
Thomas K. Ferguson, Mayor

STATE OF MARYLAND, COUNTY OF FREDERICK, TO WIT:

HEREBY CERTIFY that on this ____ day of _____, 2006, before me, the Subscriber, a Notary Public in and for the State and County aforesaid, personally appeared James E. Upchurch, Jr., President of Interfaith Housing Alliance, Inc., a Maryland corporation, who acknowledged the foregoing instrument to be the act and deed of Interfaith Housing Alliance, Inc., for the purposes herein contained; and he did further certify under the penalties of perjury that the consideration paid or to be paid for the foregoing is in the sum total of \$NONE; and further certified that he has the authority as President of Interfaith Housing Alliance, Inc., to make this acknowledgment on its behalf.

WITNESS my hand and Notarial Seal.

NOTARY PUBLIC

My Commission Expires:

STATE OF MARYLAND, COUNTY OF CARROLL, TO WIT:

I HEREBY CERTIFY that on this ____ day of _____, 2006, before me, a Notary Public in and for the State and County aforesaid, personally appeared Thomas K. Ferguson, Mayor of the Mayor and Common Council of Westminster, a municipal corporation of the State of Maryland, who acknowledged the foregoing instrument to be his act and deed, as Mayor, and did further certify that he is duly authorized as Mayor of the Mayor and Common Council of Westminster to make this acknowledgement on its behalf.

WITNESS my hand and Notarial Seal.

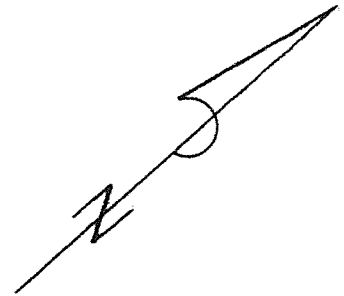
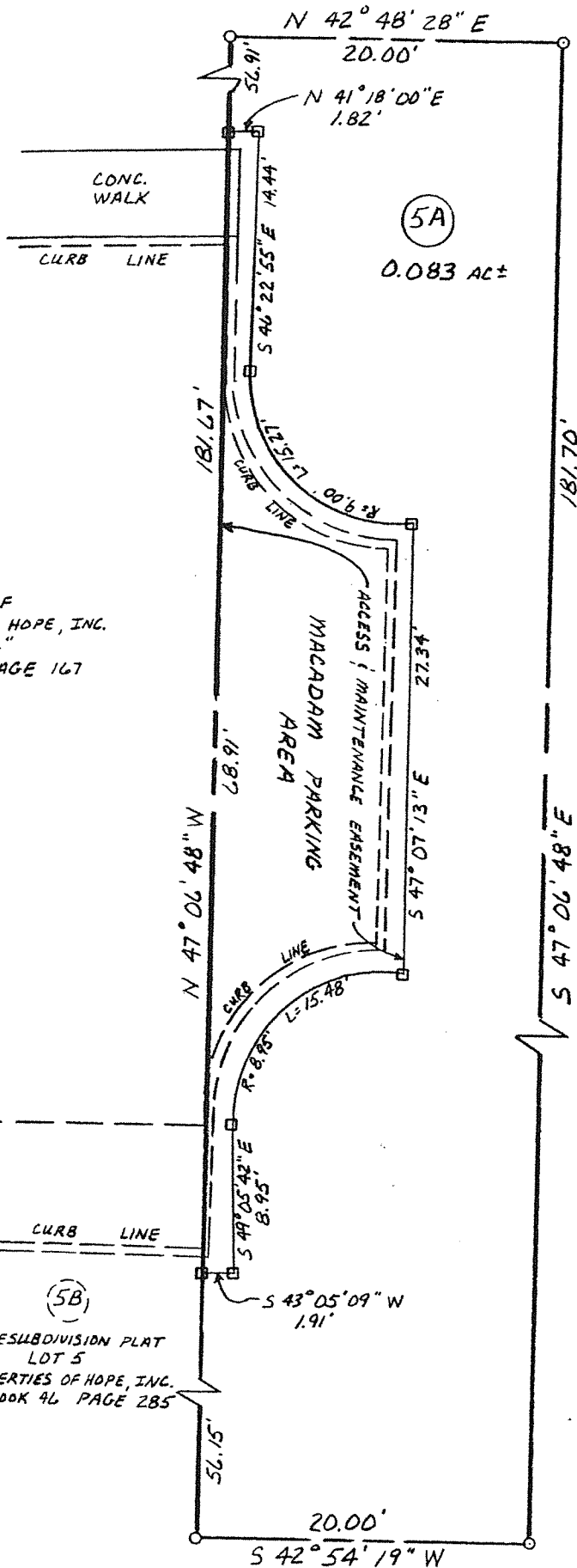
NOTARY PUBLIC

My Commission Expires:

This instrument has been prepared under the supervision of the undersigned, an Attorney duly admitted to practice before the Court of Appeals of Maryland.

Anne-Herbert Rollins, Attorney

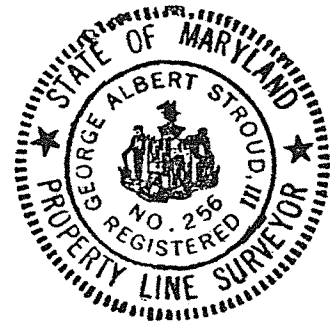
ALLEY



N/F
 CHARLES COOPER
 LLC 561/324
 1-3-1974

George A. Stroud III

GEORGE A. STROUD III
 PROPERTY LINE SURVEYOR No. 256



N/F
 PLAT OF
 PROPERTIES OF HOPE, INC.
 SECTION "C"
 PLATBOOK 24 PAGE 167

(5B)
 RESUBDIVISION PLAT
 LOT 5
 PROPERTIES OF HOPE, INC.
 PLATBOOK 46 PAGE 285

ACCESS & MAINTENANCE
 EASEMENT PLAT

FOR
 LOT 5A
 PROPERTIES OF HOPE, INC.
 PLATBOOK 24 PAGE 167
 #49 UNION STREET
 CITY OF WESTMINSTER

7TH ELECT. DIST. - CARROLL CO., MD
 1" = 10' 4-3-2006

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 WESTMINSTER MD 21157

UNION STREET (40')