Chartered 1708

C. PETER GUTWALD, AICP DIRECTOR

June 30, 2017

To: Housing and Community Development Committee Members

Annapolis 410-263-7961 • FAX 410-263-1129 • MD Relay (711)

From: Theresa Wellman, Chief of Community Development

RE: 40 Clay Street

We received a request regarding an issue with a 1976 deed (attached) for a property located at 40 Clay Street and owned by Gloria Brown. Ms. Brown's attorney, at her request, would like to draft a new deed that transfers this property into a trust instead of Mrs. Brown holding the property in her individual name. The deed from 1976 was from the Annapolis Urban Renewal Authority (AURA) to Ms. Brown, and it required some improvements be made to the property before Mrs. Brown could have the power to convey the property. The improvements were in regards to constructing on the vacant lot and following the provisions of the Urban Renewal Plan. Mrs. Brown followed these provisions, and she still owns the property and has run a small business from the building she constructed on the lot for the past several decades.

The deed stipulates that the AURA must certify that all the improvements were completed prior to conveyance, but that organization is no longer in existence and their certification was never given. However, City Ordinance O-7-8 (attached) transferred the powers of the Annapolis Urban Renewal Authority to the Housing and Community Development Committee. Therefore, the Committee has the power to certify that the improvements were made and to allow Ms. Brown to proceed with her proposed transfer. I have attached a copy of the buildings that were built on the property.

I have attached the Certificate of Satisfaction that Ashley Leonard, Acting City Attorney, drafted for this purpose. The Committee needs to vote regarding the approval of this Certificate of Satisfaction at the July 18th meeting, and if approved Alderman Kirby will sign for the Committee. Please call either myself or Ashley Leonard if you have any questions.

cc: Ashley Leonard Peter Gutwald THIS DEED, made this // day of September, 1976, by and between
THE ANNAPOLIS URBAN RENEWAL AUTHORITY,

a public body corporate and politic of the State of Maryland, of the first part, grantor, and

LONNIE C. BROWN and GLORIA J. BROWN, his wife,

of Anne Arundel County in the State of Maryland, of the second part, grantees.

WHEREAS an Urban Renewal Plan (which, together with all modifications thereof made after the date of this Deed in accordance with applicable law, is hereinafter referred to as the "Urban Renewal Plan") for Town Center Urban Renewal Project (hereinafter referred to as the "Project") has been adopted by the grantor in March 1970 and has been approved by the Mayor and Aldermen of the City of Annapolis on June 28, 1971, which Urban Renewal Plan, as it exists on the date hereof, is filed in the Office of the City Clerk in the Municipal Building, Annapolis; and

WHEREAS the grantor is the owner and holder of record of fee simple title to certain real property located in the Project area; and whereas pursuant to the Urban Renewal Plan the grantor is authorized to sell individual portions of land in the Project area.

NOW, THEREFORE, in consideration of the sum of Five Dollars and other good and valuable consideration, receipt whereof is hereby acknowledged, the said party of the first part does hereby grant and convey unto the said LONNIE C. BROWN and GLORIA I, BROWN, his wife, their assigns, the survivor of them, and the heirs and assigns of the survivor of them, as tenants by the entirety, in fee simple, all that lot of ground, situate, lying and being in the City of Annapolis and the Sixth Taxing District of Anna Arundel County described as follows:

BEGINNING for the same at a pipe found at the end of the South 86 degrees 14 minutes 55 seconds East 22 foot line of the conveyance of the Annapolis Urban Renewal Authority to James Queen and Edna Queen, his wife, by deed dated December 18, 1975 and recorded among the Land Records of Anne Arundel County, in Liber 2817, folio 746; and running from said beginning point so fixed and continuing with the south line of parcel one of the conveyance of the Annapolis Urban Renewal Authority to the Mayor and Aldermen of the City of Annapolis by deed dated November 26, 1973 and recorded among said Land Records in Liber 2685, folio 416, South 86 degrees 14 minutes 55 seconds East 22 feet to an iron pipe set;

THENCE leaving said line and crossing the conveyance to the Annapolis Urban Renewal Authority recorded among said Land Records in Liber 2478, folio 150 and the conveyance recorded among said Land Records in Liber 2492, folio 503, South 03 degrees 45 minutes 05 seconds West 118,31 feet to a pipe set on the north side of Clay Street (40 feet wide); said pipe being 1.4 feet North of the north edge of the sidewalk;

THENCE running with the north side of Clay Street North 84 degrees 45 minutes West 22,01 feet to a pipe at the end of the South 03 degrees 45 minutes 05 seconds West 117,73 foot line of the above mentioned conveyance to Queen;

THENCE leaving Clay Street and running with said line reversely North 03 degrees 45 minutes 05 seconds East 117.73 feet to the place of beginning;

CONTAINING 2,596 square feet and to be known as 40 Clay Street and subject to a 24 foot right-of-way for vehicular traffic and a 4 foot sidewalk right-of-way with use in common for ingress and egress for the parking area, all as shown on a plat dated June 24, 1976 as prepared by and described by J.R. McCrone, Jr., Inc., Registered Professional Engineers and Land Surveyors, which said plat is attached hereto and intended to be recorded herewith

WRIGHT and WRIGHT
Attorneys at Law
2024 West Street
Annapolis; Maryland



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W. GARRETT LARRIMONE.

SEP 21-76 A #723098 *****21.00 SE 24-76 A #22009C *****18.00

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ALSO BEING subject to and having the use in common of two 16 inch easements for use in common with the adjoining property owners as footings for adjoining walls, as shown on the said attached plat.

ALL BRING part of the above mentioned conveyances by deed from Mary Blackstone Lee and Wilbur Lee, Sr., and Beatrice A. Blackstone Hills to the Annapolis Urban Renewal Authority dated January 28, 1972 and recorded among said Land Records in Liber 2478, folio 150 and by deed from Bernard Legum and Rose Legum, his wife, to the Annapolis Urban Renewal Authority by deed dated May 26, 1972 and recorded among said Land Records in Liber 2492, folio 503,

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 the said lot of ground and premises, above described and mentioned, and hereby intended to be conveyed; together with the rights, privileges, appurtenances and advantages thereto belonging or appertaining unto and to the proper use and benefit of the said LONNIE C. BROWN and GLORIAJ. BROWN, his wife, their assigns, the survivor of them and the heirs and assigns of the survivor of them, as tenants by the entirety.

The grantor covenants that it will warrant specially the property hereby conveyed, and that it will execute such further assurances thereof as may be requisite: Provided, however, that this Deed is made and executed upon and is subject to certain express conditions and covenants, said conditions and covenants being a part of the consideration for the property hereby conveyed and are to be taken and construed as running with the land and upon the continued observance of which and each of which, with the sole exception of covenants numbered FIRST and FIFTH, the continued existence of the estate hereby granted shall depend, and the grantees hereby bind themselves and their heirs, assigns, grantees and lessees forever to the following covenants and conditions:

FIRST: The grantees shall devote the property hereby conveyed only to the use specified in the applicable provisions of the Urban Renewal Plan or approved modifications thereof.

SECOND: The grantees shall pay real estate taxes or assessments on the property hereby conveyed or any part thereof when due and shall not place thereon any encumbrance or lien other than for temporary and permanent financing of construction of the Improvements on the property hereby conveyed as provided for in the Construction Plans, approved by the grantor in accordance with Section Five of the Contract of Sale dated August 9, 1976, between the parties hereto, hereinafter referred as the "Contract of Sale", and for additional funds, if any, in an amount not to exceed the consideration herein specified, and shall not suffer any levy or attachment to be made or any other encumbrance or lien to attach until the grantor certifies that all building construction and other physical improvements specified to be done and made by the grantees have been completed.

THIRD: The grantees shall commence promptly the construction of the aforesaid Improvements on the property hereby conveyed in accordance with the said Construction Plans and shall prosecute diligently the construction of said Improvements to completion: Provided, that in any event, construction shall commence within 30 days from the date of this Deed and shall be completed within 1 year from the commencement of such construction.

The grantor certifies that all conditions precedent to the valid execution and delivery of this Special Warranty Deed on its part have been complied with and that all things necessary to constitute this Special Warranty Deed, its valid, binding and legal agreement on the terms and conditions and for the purposes set forth herein have been done and performed and have happened, and that the execution and delivery of this Special Warranty Deed on its part have been and are in all respects authorized in accordance with law. The grantees similarly certify with reference to its execution and delivery of this Special Warranty Deed. Special Warranty Deed.

AS WITNESS the name of the grantor, a public body corporate, and the signature of its below-named officer, duly attested; and witness the hand and seals of the said grantees.

ATTEST:

THE ANNAPOLIS RENEWAL AUTHORITY

J. Alexander Wiseman, Chairman

Many B. Sattertherate Richard T. Whight

Connie C, Brown (SEAL)

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STATE OF MARYLAND, ANNE ARUNDEL COUNTY:

Before me, the undersigned, a notary public in and for the state and county aforesaid, on this /7½ day of September, 1976, personally appeared J. ALEXANDER WISEMAN of the grantor public body corporate, and he acknowledged that he executed the same for the grantor public body corporate for the purposes therein contained, 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 said grantor. the said grantor.

As witness my hand and notarial seal,

STATE OF MARYLAND, ANNE ARUNDEL COUNTY:

Server me, the undersigned, a notary public in and for the state and county aforesaid, on this of day of September, 1976, personally appeared LONNIE C, BROWN and QLORIA & BROWN, his wife, the within named grantees, and they acknowledged that they executed the same for the purposes therein contained.

See Platen Following Jase

By: Mayor Apostol

0-7-81

ORDINANCE

AN ORDINANCE, adopted pursuant to the authority reserved unto the Mayor and Aldermen of the City of Annapolis by the provisions of Section 89 of the Charter of the City of Annapolis (1969 Edition and Supplements), title "REDEVELOPMENT AND URBAN RENEWAL", subtitled "Establishment of urban renewal agency--modifications; termination; transfer of powers, etc.", to repeal Sections 2-43 through 2-48, inclusive, of the Code of the City of Annapolis (1969 Edition and Supplements), Chapter 2, title "AD-MINISTRATION", subtitle "Article IX. Urban Renewal Authority", and to repeal and re-enacty with amendments, Section 2-63 of the Code of the City of Annapolis (1969 Edition and Supplements), Chapter 2 title "ADMINISTRATION", subtitle "Article XII. Housing and Community Development Committee", further subtitled "Powers and duties generally; authority limited; policy; staff", all for the purpose of terminating and abolishing the separate body politic and corporate known as the "Annapolis Urban Renewal Authority" and transferring the powers heretofore granted to said separate body politic and corporate to the Housing and Community Development Committee; and all matters relating generally thereto.

WHEREAS, by virtue of the provisions of Section 89 of the Charter of the City of Annapolis (1969 Edition and Supplements), the Mayor and Aldermen of the City of Annapolis heretofore created a separate body politic and corporate known as the Annapolis Urban Renewal Authority to undertake and perform all of the redevelopment and urban functions and activities authorized by the provisions of Chapter 755 of the Acts of the General Assembly of Maryland for 1961, as contained in Sections 87 through 96 of the Charter of the City of Annapolis (1969 Edition and Supplements); and

OFFICE OF LAW JITY OF ANNAPOLIS MURICIPAL BUILDING MNAPOLIS, MD. 21/01

WHEREAS, by virtue of the provisions of Section 89 of the Charter of the City of Annapolis aforesaid, the Mayor and Aldermen of the City of Annapolis reserved unto itself the right to termin-

EXPLANATION: CAPITALS or <u>underlining</u> indicate new matter added to existing law.

((Double parentheses indicate matter eliminated from existing law.))

ate or abolish any such separate body politic and corporate theretofore established by it pursuant to the provisions of said Section, and to transfer the powers granted by it to any such separate
body politic and corporate to any department or departments of the
municipality or re-exercise all of said powers itself, upon a determination that said action is in the public interest; and

WHEREAS, the Annapolis Urban Renewal Authority, with the exception of two properties, has sold and disposed of all of the disposition parcels in the Town Center Urban Renewal Project, and the Mayor and Aldermen of the City of Annapolis has heretofore entered into a Closeout Agreement with the Annapolis Urban Renewal Authority providing for a financial settlement for the Project; and

WHEREAS, all litigation heretofore pending with respect to the Annapolis Urban Renewal Authority has been settled and concluded; and

WHEREAS, it is desireable and in the public interest that the functions of the Annapolis Urban Renewal Authority be transferred to the Housing and Community Development Committee, and thereupon to terminate and abolish the Annapolis Urban Renewal Authority so as to avoid duplication of services and functions.

SECTION I: BE IT ESTABLISHED AND ORDAINED BY THE MAYOR AND ALDERMEN OF THE CITY OF ANNAPOLIS that Sections 2-43 through 2-48, inclusive, of the Code of the City of Annapolis (1969 Edition and Supplements), Chapter 2, title "ADMINISTRATION", subtitle "Article IX. Urban Renewal Authority, be and the same are hereby repealed in their entirety.

SECTION II: AND BE IT FURTHER ESTABLISHED AND ORDAINED BY
THE MAYOR AND ALDERMEN OF THE CITY OF ANNAPOLIS that Section 2-63
of the Code of the City of Annapolis (1969 Edition and Supplements)
Chapter 2, title "ADMINISTRATION", subtitle "Article XII. Housing
and Community Development Committee", further subtitled "Powers
and duties generally; authority limited; policy; staff", be and
the same is hereby repealed and re-enacted to read as follows:

OFFIGE OF LAW ITY OF ANNAPOLIS MUNICIPAL BUILDING NHAPOLIS, Mp. 21401 Sec. 2-63. Powers and duties generally; authority limited; policy staff.

The housing and community development committee shall plan and implement the housing and community development projects throughout the city, ((assist in the closeout of the urban renewal projects,)) EXERCISE ALL OF THE POWERS AND FUNCTIONS OF REDEVELOP-MENT AND URBAN RENEWAL AS SET FORTH IN SECTIONS 87 THROUGH 96 OF THE CHARTER OF THE CITY OF ANNAPOLIS, SUBJECT TO THE LIMITA-TIONS CONTAINED THEREIN, manage and improve the housing stock in the city, coordinate the federal, state and private resources toward development activities in the city and shall perform such other duties and functions which shall be assigned to it by the mayor and aldermen. All policy, program, and administrative actions taken by the committee must have the concurrence of a majority vote of the membership as provided in section 2-62, and must be submitted to the mayor and aldermen for consideration and approval. The planning and zoning director shall provide administrative and staff support for the committee. The committee shall review and approve all personnel involved in housing and community development activities.

> THE MAYOR AND ALDERMEN OF THE CITY OF ANNAPOLIS

> > MAYOR

MIN C. APOSTOIL,

ATTEST:

Margaret D. Burket, City Clerk

OFFICE OF LAW ITY OF ANNAPOLIS MUNICIPAL BUILDING YNAPOLIS, MD, 21401

First: to reimburse the grantor, on its own behalf or on behalf of the Mayor and Aldermen of the City of Annapolis for all costs and expenses incurred by the grantor including, but not limited to, salaries of personnel in connection with the recapture, management and resale of the property or part thereof (but less any income derived by the grantor from the property or part thereof in connection with such management); all taxes, assessments, and water and sewer charges with respect to the property or part thereof; any payments made or necessary to be made to discharge any encumbrances or liens existing on the property or part thereof at the time of revesting of title thereto in the grantor or to discharge or prevent from attaching or being made any subsequent encumbrances or liens due to obligations, defaults, or acts of the grantees, their heirs or assigns; any expenditures made or obligations incurred with respect to the making or completion of the Improvements or any part thereof on the property or part thereof; and any amounts otherwise owing the grantor by the grantees, their heirs or assigns; and

Second: to reimburse the grantees, their heirs or assigns; up to an amount equal to the sum of the purchase price paid by them for the property (or allocable to the part thereof) and the cash actually invested by them in making any of the improvements on the property or part thereof, less any gains or income withdrawn or made by it from this conveyance or from the property.

Any balance remaining after such reimbursements shall be retained by the grantor.

The grantor shall be deemed a beneficiary of covenants numbered FIRST through FIFTH, and the United States shall be deemed a beneficiary of the covenant numbered FIFTH, and such covenants shall run in favor of the grantor and the United States for the entire period during which such covenants shall be in force and effect, without regard to whether the grantor and the United States is or remains an owner of any land or interest therein to which such covenants relate. As such a beneficiary, the grantor, in the event of any breach of any such covenant, and the United States in the event of any breach of the covenant numbered FIFTH, shall have the right to exercise all the rights and remedies, and to maintain any actions at law or suits in equity or other proper proceedings to enforce the curing of such breach, to which beneficiaries of such covenant may be entitled,

Promptly after the completion of the above-mentioned Improvements in accordance with the provisions of the Construction plans, the grantor will furnish the grantees with an appropriate instrument so certifying in accordance with the terms of the Contract of Sale. Such certification (and it shall be so provided in the certification itself) shall be a conclusive determination of satisfaction and termination of the agreements and covenants in the Contract of Sale and in this Deed obligating the grantees and their heirs and assigns, with respect to the construction of the Improvements and the dates for beginning and completion thereof; Provided, that if there is upon the property a mortgage insured, or held or owned, by the Federal Housing Administration and the Federal Housing Administration shall have determined that all buildings constituting a part of the Improvements and covered by such mortgage are, in fact, substantially completed in accordance with the Construction Plans and are ready for occupancy then, in such event, the grantor and the grantees shall accept the determination of the Federal Housing Administration as to such completion of the construction of the Improvements in accordance with the Construction Plans, and, if the other agreements and covenants in the Agreement obligating the grantees in respect of the construction and completion of the Improvements have been fully satisfied the grantor shall forthwith issue its certification and such determination shall not constitute evidence of compliance with or satisfaction of any obligation of the grantees to any holder of a mortgage, or any insurer of a mortgage, securing money loaned to finance the Improvements, or any part thereof.

The certification provided for in the paragraph next above shall be in such form as will enable it to be recorded in the proper office for the recordation of deeds and other instruments pertaining to the property hereby conveyed. If the grantor shall refuse or fail to provide such certification, the grantor shall, within thirty days after written request by the grantees provide the grantees with a written statement, indicating in what respects the grantees have failed to duly complete said Improvements and what measures or acts will be necessary, in the opinion of the grantor, for the grantees to take or perform in order to obtain such certification.

FOURTH: Until the grantor certifies that all the aforesaid Improvements specified to be done and made by the grantees have been completed, the grantees shall have no power to convey the property hereby conveyed or any part thereof without the prior written consent of the grantor except to a Mortgagee or Trustee under a Mortgage or Deed of Trust permitted by this Deed, and except as security for obtaining financing permitted by this Deed, there shall be no transfer.

FIFTH: The grantees agree for themselves and any successor in interest not to discriminate upon the basis of race, creed, color, or national origin in the sale, lease, or rental or in the use or occupancy of the property hereby conveyed or any part thereof or of any Improvements erected or to be creeted thereon or any part thereof.

The revenents and agreements contained in the revenant numbered RIMMI shells about the revenant and agreements contained in covenants numbered SECOND, THIRD, and FOURTH shall terminate on the date the grantor issues the Certificate of Completion as herein provided except only that the termination of the covenant numbered SECOND shall in no way be construed to release the grantees from its obligation to pay real estate taxes or assessments on the property hereby conveyed or any part thereof. The covenant numbered FIFTH shall remain in effect without any limitation as to time.

In case of the breach or violation of any one of the covenants numbered SECOND, THIRD and FOURTH at any time prior to the time the grantor certifies that all building construction and other physical improvements have been completed, and in case such breach or such violation shall not be cured, ended or remedied within 80 days after written demand by the grantor so to do with respect to covenant numbered FOURTH and three months after written demand by the grantor so to do with respect to covenants numbered SECOND and THIRD (Provided, that a breach or violation with respect to the portion of covenant numbered THIRD, dealing with completion of the Improvements may be cured, ended or remedied within six months after written demand by the grantor so to do) or any further extension thereof that may be granted by the grantor so to do) or any further extension thereof that may be granted by the grantor its sole discretion, then all estate, conveyed under this Deed shall cease and determine, and title in fee simple to the same shall revert to and become revested in the grantor, or its successors or assigns, and such title shall be revested fully and completely in it, and the said grantor, its successors or assigns, shall be entitled to and may of right enter upon and take possession of the said property: Provided, that any such revesting of title to the grantor:

- (1) Shall always be subject to and limited by, and shall not defeat, render invalid, or limit in any way
 - (i) the lien of any mortgage or Deed of Trust permitted by this Deed; and
- (ii) any rights or interests provided in the Contract of Sale for the protection of the trustees of any such Deed of Trust or the holders of any such mortgage; and
- (2) In the event that title to the said property or part thereof shall revest in the grantor in accordance with the provisions of this Deed, the grantor shall pursuant to its responsibilities under applicable law use its best efforts to resell the property or part thereof (subject to such mortgage liens as hereinbefore set forth and provided) as soon and in such manner as the grantor shall find feasible and consistent with the objectives of such law, and of the Urban Renewal Plan, to a qualified and responsible party or parties (as determined by the grantor) who will assume the obligation of making or completing the improvements or such other improvements in their stead as shall be satisfactory to the grantor and in accordance with the uses specified for the above described property or any part thereof in the Urban Renwal Plan. Upon such resale of the property the proceeds thereof shall be applied:

Google Maps 37 Clay St

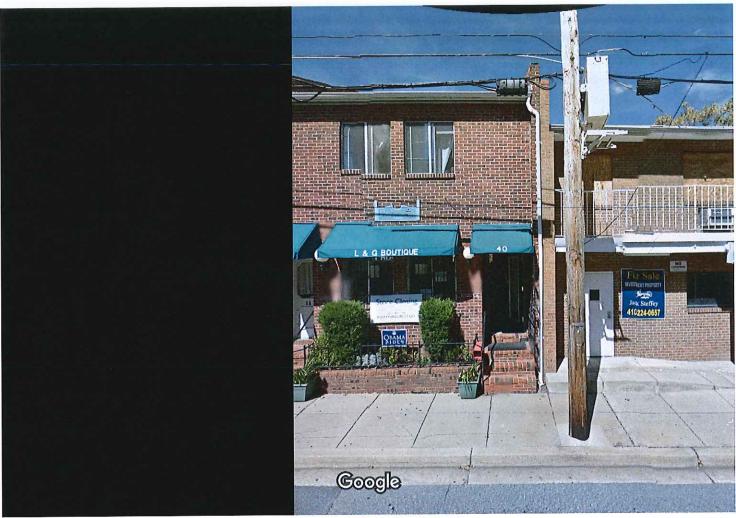


Image capture: Sep 2012 © 2017 Google

Annapolis, Maryland

Street View - Sep 2012



CITY OF ANNAPOLIS CERTIFICATE OF SATISFACTION

	napolis through its Housing & Community lis Urban Renewal Authority), parties of the recorded among the Land Records of Anne
The City of Annapolis, as a result, hereby certifies that the parties of the first part, and	
their heirs, successors and assigns, may convey, in whole or in part, the property known as 40 Clay Street, Annapolis, Maryland, and further described in the Deed.	
Witness the signature and seal of the City of Annapolis.	
Attest:	City of Annapolis
	(SEAL)
Regina Watkins-Eldridge, City Clerk	Michael J. Pantelides, Mayor
STATE OF MARYLAND, COUNTY OF ANNE ARUNDEL to wit:	
I hereby certify that on this day of, 20, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Michael J. Pantelides, Mayor of City of Annapolis, Maryland, and he has signed this Certificate of Satisfaction in my presence and acknowledged that it is his free and voluntary act and the free and voluntary act of the City of Annapolis made for the purposes set forth therein.	
Witness my signature and Notary Seal.	
NOTA	RY PUBLIC
My Commission Expires:	
APPROVED FOR FORM & LEGAL SUFFICIENCY	REVIEWED AND APPROVED BY:
OFFICE OF THE CITY ATTORNEY	Thomas C. Andrews, City Manager
REVIEWED AND APPROVED BY HOUSING & COMMUNITY DEVELOPMENT COMMITTEE:	

Return to: Theresa Wellman, City of Annapolis, 145 Gorman Street, 3rd Floor, Annapolis, MD 21401.

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