

**ORDINANCE NO. 1194**

**AN ORDINANCE OF THE COMMISSIONERS OF CAMBRIDGE, MARYLAND DECLARING CERTAIN REAL PROPERTY OWNED BY THE COMMISSIONERS OF CAMBRIDGE LOCATED AT 700 PHILLIPS STREET AND DESCRIBED IN A DEED DATED NOVEMBER 2, 2020 AND RECORDED AMONG THE LAND RECORDS OF DORCHESTER COUNTY, MARYLAND AT LIBER A.J.C. NO. 1610, FOLIO 175, AND SHOWN ON DORCHESTER COUNTY TAX MAP 302, GRID 16 AS PARCEL 2384, WITH A TAX ACCOUNT NUMBER OF 07-104936, TO BE SURPLUS AND NOT NEEDED FOR ANY PRESENT OR FORESEEABLE PUBLIC USE, APPROVING THE SALE OF SUCH REAL PROPERTY TO GROOVE CITY BLACK HERITAGE & CULTURE GROUP, INC. FOR ONE DOLLAR, WITH ALL COSTS, CHARGES, AND FEES ASSOCIATED THEREWITH TO BE PAID BY GROOVE CITY BLACK HERITAGE & CULTURE GROUP, INC., AND AUTHORIZING THE PRESIDENT OF THE COMMISSIONERS AND THE ACTING CITY MANAGER, OR SUCH OTHER CITY OFFICIALS AS MAY BE APPROPRIATE UNDER THE CIRCUMSTANCES, TO EXECUTE ALL DOCUMENTS AND TAKE ANY AND ALL OTHER ACTION NECESSARY TO EFFECTUATE SUCH SALE; PROVIDING THAT THE TITLE OF THIS ORDINANCE SHALL BE DEEMED A FAIR SUMMARY AND GENERALLY RELATING TO THE SALE OF SURPLUS REAL PROPERTY IN THE CITY OF CAMBRIDGE.**

**WHEREAS**, pursuant to § 5-204(c)(3) of the Local Government Article of the Annotated Code of Maryland and §§ 3-1(a) and 3-27(49) of the Charter of the City of Cambridge (the “Charter”), the Commissioners of Cambridge have the express ordinance-making power to sell at public or private sale after 20 days’ public notice and to convey to the purchaser thereof any real property belonging to the City of Cambridge (the “City”) when the Commissioners of Cambridge determine that it is no longer needed for any public use; and

**WHEREAS**, pursuant to a Deed dated November 2, 2020 and recorded among the Land Records of Dorchester County, Maryland at Liber A.J.C. No. 1610, folio 175, Dorchester County, Maryland (the “County”) granted and conveyed to The Commissioners of Cambridge all that lot or parcel of ground situate, lying, and being in the City of Cambridge, in the Seventh Election District of Dorchester County, Maryland, located at 700 Phillips Street, and described in the foregoing Deed as follows:

“ALL that lot or parcel of land described in that certain deed to John Cornish, a/k/a John Cornish, Sr., dated May 17, 2002 and recorded among the Land Records of Dorchester County, Maryland in Liber 507, folio 618 as follows:

ALL that lot or parcel of land, situate, lying and being in the City of Cambridge, Dorchester County, State of Maryland, which is comprised of the following areas shown on the plat of “Lincoln Terrace” recorded among the Plat Records of said County in Liber J.F.D. No. 1, at folio 11 (now numbering), viz: all of Lot No.14, parts of Lot Nos. 43, 44, 45, and 46, and the bed of the ten foot alley shown on said

plat as separating said Lot No. 14 from Lots Nos. 43, 44, 45, and 46 thereof which land here intended to be conveyed is more particularly described as follows:

**BEGINNING** for the same at a point on the westward side of Phillips Street (formerly Seward Street) at the corner of its intersection with the north side of a ten foot alley shown on said plat, which is the southernmost point of the land conveyed to The Commissioners of Cambridge, for the changing of the location of the bed of said Phillips Street, by said Alton R. Andrews and Nami G. Andrews, by deed dated June 14, 1967, and recorded among the Land Records of said County in Liber P.L.C. No. 152, at folio 28 and from this point of beginning runs with the west side of the land so conveyed to the Commissioners (1) in a northerly direction a distance of 70 feet in a line which if extended to the point on the south side of Douglas Street would be distant 53 feet from the northeast corner of the lands so conveyed to the Commissioners; thence (2) northerly in a line curving to the left in the arc of a circle having a radius of 20 feet to a point on the south side of Douglas Street 12 feet to the west of the point where the extension of the first course (70 feet) would strike Douglas Street; thence (3) runs and binds with the south side of Douglas Street in a westerly direction across the north end of the alley separating Lot No. 14 from the other plat lots above mentioned and on with the north side of Douglas Street for a total distance of 54.8 feet to the northwest corner of Lot No. 14; thence (4) runs in and straight line southerly and binding with the east side of ten foot alley shown on said plat, and with the west side of said Lot No. 14 and the south end of the ten foot alley which separates Lot No. 14 from the other mentioned lots, a distance of 90 feet, more or less, to the southwest corner of Lot No. 43 and the north side of a 10 foot alley shown on said plat; and thence (5) runs and binds with the south side of said Lot No. 43 and the north side of said alley in an easterly direction a distance of 65 feet, more or less, to the place of beginning; be the quantity of land what it may.

**BEING** the same property conveyed unto Dorchester County, Maryland from Michael J. Spears, Director of Finance and Collector of Taxes for Dorchester County, Maryland, by Deed dated September 26, 2017 and recorded among the Land Records of Dorchester County, Maryland in Liber A.J.C. No. 1424, folio 335” (the “Property”); and

**WHEREAS**, the Property is also shown on Dorchester County Tax Map 302, Grid 16 as Parcel 2384 and has a Tax Identification Number of 07-104936; and

**WHEREAS**, the Property is improved with a vacant single-story structure and was acquired from the County as part of the City’s Pine Street Neighborhood Revitalization project; and

**WHEREAS**, Groove City Black Heritage & Culture Group, Inc. (“Groove City”) has requested that the City sell the Property to Groove City for the sum of One Dollar (\$1.00), with all costs, charges, and fees associated therewith to be paid by Groove City, so that it can establish and operate a center providing art and cultural programming to children, teenagers, and families; and

**WHEREAS**, during their regular public meeting on April 25, 2022, the Commissioners of Cambridge held a public hearing, notice of which was published in the Star Democrat on April 1, 2022 and April 8, 2022 along with the title of this Ordinance describing the Property and stating the Commissioners of Cambridge's intent to sell the Property to Groove City for the sum of One Dollar (\$1.00), with all costs, charges, and fees associated therewith to be paid by Groove City; and

**WHEREAS**, based upon the comments received from City staff and the public during the foregoing public hearing, the Commissioners of Cambridge determined that the Property is neither presently nor foreseeably needed for any public purpose; and

**WHEREAS**, the Commissioners of Cambridge have determined that, for the sum of One Dollar (\$1.00) plus costs, and subject to certain terms and conditions set forth in the Contract attached hereto as Exhibit A, the City will sell the Property to Groove City, together with any and all buildings and improvements thereupon erected, made, or being, any and all rights, ways, waters, privileges, appurtenances, and advantages thereto belonging or appertaining, and subject to any and all restrictions, covenants, easements, conditions, liens, or agreements as may appear among the Land Records of Dorchester County, Maryland; and

**WHEREAS**, the Commissioners of Cambridge find that approving the sale of the Property to Groove City as set forth herein would be in the best interest of the public health, safety, and welfare.

**SECTION 1.** NOW, THEREFORE, BE IT ORDAINED by the Commissioners of Cambridge that the Commissioners of Cambridge hereby authorize the sale of all that real property located at 700 Phillips Street, Cambridge, Maryland, described in a Deed dated November 2, 2020 and recorded among the Land Records of Dorchester County, Maryland at Liber A.J.C. No. 1610, folio 175, shown on Dorchester County Tax Map 302, Grid 16 as Parcel 2384, and having a Tax Identification Number of 07-104936, together with any and all buildings and improvements thereupon erected, made, or being, any and all rights, ways, waters, privileges, appurtenances, and advantages thereto belonging or appertaining, and subject to any and all restrictions, covenants, easements, conditions, liens, or agreements as may appear among the Land Records of Dorchester County, Maryland, to Groove City Black Heritage & Culture Group, Inc. for the sum of One Dollar (\$1.00), with all costs, charges, and fees associated therewith to be paid by Groove City, such real property having been declared by the Commissioners of Cambridge to be surplus and neither presently nor foreseeably needed for any public purpose.

**SECTION 2.** AND BE IT FURTHER ORDAINED that the Commissioners of Cambridge hereby authorize the President of the Commissioners to execute a contract for the sale of the Property in substantially the same form as that attached hereto as Exhibit A.

**SECTION 3.** AND BE IT FURTHER ORDAINED that the sale of the Property shall be conditioned upon Groove City granting the City a right of first refusal and first option to reacquire the Property before Groove City may offer the Property to a third party.

**SECTION 4.** AND BE IT FURTHER ORDAINED that the Commissioners of Cambridge hereby authorize the President of the Commissioners, the City Manager, and the City Attorney to do any and all things and execute any and all documents necessary and incidental to effectuate the sale of the foregoing property.

**SECTION 5.** AND BE IT FURTHER ORDAINED that the closing of the sale of the Property shall occur no earlier than twenty (20) days from the passage of this Ordinance.

**SECTION 6.** The recitals to this Ordinance are incorporated herein and deemed a substantive part of this Ordinance.

**SECTION 7.** This Ordinance is not intended to become part of the City Code. With respect to the substantive provisions of this Ordinance set forth in Sections 1 through 5, language added after the date of introduction is in bold, italicized font and language deleted after the date of introduction is crossed out with a double strikethrough.

**SECTION 8.** If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held invalid or unconstitutional by any court or competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portions of this Ordinance, it being the intent of the Commissioners of Cambridge that this Ordinance shall stand, notwithstanding the invalidity of any section, subsection, sentence, clause, phrase, or portion hereof.

**SECTION 9.** All ordinances or parts of ordinances inconsistent with the provisions of this Ordinance are hereby repealed to the extent of such inconsistency.

**SECTION 10.** The title of this Ordinance, or a condensed version thereof, shall be deemed to be, and is, a fair summary of this Ordinance for publication and all other purposes.

**SECTION 11.** This Ordinance shall become effective immediately upon passage.

ATTEST:

THE COMMISSIONERS OF CAMBRIDGE

\_\_\_\_\_  
Thomas M. Carroll, City Manager

By: \_\_\_\_\_  
Lajan Cephas, President of the Commissioners

**Introduced the 28<sup>th</sup> day of March, 2022**  
**Passed the 25<sup>th</sup> day of April, 2022**  
**Effective the 25<sup>th</sup> day of April, 2022**

Exhibit A

**CONTRACT FOR SALE AND PURCHASE OF REAL PROPERTY**

THIS CONTRACT FOR SALE AND PURCHASE OF REAL PROPERTY (this "Contract") is made this \_\_\_\_ day of \_\_\_\_\_, 2022, by and between **THE COMMISSIONERS OF CAMBRIDGE**, a Maryland municipal corporation ("Seller"), and **GROOVE CITY BLACK HERITAGE & CULTURE GROUP, INC.**, a Maryland non-stock, non-profit corporation ("Buyer").

**WITNESSETH:**

For and in consideration of the mutual promises, covenants, agreements, and conditions herein set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer (collectively, the "Parties") hereby covenant and agree as follows:

Section 1. *Transfer of Real Estate; Effective Date.*

1.01. *Transfer of Real Estate.* Seller hereby agrees to sell to Buyer, and Buyer agrees to purchase from Seller, upon the terms and conditions set forth in this Contract, all that certain real property located at 700 Phillips Street, Cambridge, Maryland, described in a Deed dated November 2, 2020 and recorded among the Land Records of Dorchester County, Maryland at Liber A.J.C. No. 1610, folio 175, shown on Dorchester County Tax Map 302, Grid 16 as Parcel 2384, and having a Tax Identification Number of 07-104936, together with any and all buildings and improvements thereupon erected, made, or being, any and all rights, ways, waters, privileges, appurtenances, and advantages thereto belonging or appertaining, and subject to any and all restrictions, covenants, easements, conditions, liens, or agreements as may appear among the Land Records of Dorchester County, Maryland (collectively, the "Property").

1.02. *Effective Date.* This Contract shall not be effective until the date upon which it has been executed by all of the Parties hereto (the "Effective Date").

Section 2. *Purchase Price.*

The purchase price (the "Purchase Price") to be paid by Buyer to Seller for the Property is ONE AND 00/100 DOLLARS (\$1.00).

Section 3. *The Closing.*

Except as otherwise provided herein, the closing pursuant to this Contract (the "Closing") shall take place on or before \_\_\_\_\_ 2022, at Cambridge City Hall, 410 Academy Street, Cambridge, Maryland 21613, or at another location mutually convenient to the Parties. The Closing shall be conducted by \_\_\_\_\_ (the "Closing/Escrow Agent"). The Closing/Escrow Agent 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 shall be solely responsible for all closing costs, which may

Seller's Initials: \_\_\_/\_\_\_

Buyer's Initials: \_\_\_/\_\_\_

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, Representations, and Indemnification.*

4.01. *Property "As Is."* Seller hereby agrees to sell to Buyer, and Buyer hereby agrees to purchase from Seller, the Property in its "as is" condition, without any warranty or guarantee whatsoever except as may be specifically herein described.

4.02. *Existing Mortgages.* 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).

4.03. *Litigation.* Seller represents and warrants that there is no litigation pending and it is not aware of any potential actions against or relating to the Property or its owners, nor does it know or have reasonable grounds to know of any basis for such actions relative to the Property.

4.04. *Actual Ownership.* Seller represents and warrants that it is the sole owner of the Property and is fully authorized to enter into this transaction.

4.05. *Insurance.* Seller shall maintain in full force and effect until the Closing date all property insurance policies for the Property, as well as any other insurance policies related to the Property in place as of the Effective Date of this Contract.

Section 5. *Deed and Title; Conditions.*

5.01. At Closing, a deed for the Property containing covenants of special warranty and further assurances shall be executed at Buyer's expense by the Seller, which shall convey the Property to Buyer in fee simple.

5.02. In exchange for Seller's conveyance of the Property to Buyer, Buyer agrees to:

(a) Grant Seller an irrevocable right of first refusal and first option to reacquire the Property before Buyer may offer the Property to a third party, with such right of first refusal to be set forth in a separate agreement between the Parties and executed at or prior to Closing; and

(b) Be responsible for all costs, charges, and fees associated with the sale and purchase of the Property, including all attorney's fees incurred by Seller.

Seller's Initials: \_\_\_\_\_

Buyer's Initials: \_\_\_\_\_

Section 6. *Destruction, Damage, or Condemnation.*

6.01. The risk of any loss of or damage to the Property, other than loss or damage caused by Buyer, or the taking of the Property or any part thereof by eminent domain, and the risk of all actions, causes of action, claims, damages, and losses arising from, relating to, or in connection with the Property accruing prior to the Closing hereunder shall be borne by Seller. Seller shall defend, indemnify, and hold harmless Buyer with respect to all such matters. 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 other than by Buyer:

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

(b) If this Contract is not terminated by Buyer pursuant to the provisions of subparagraph (a) above, then this Contract shall remain in full force and effect, and at the Closing, Seller shall assign all its right, title, and interest in and to the insurance proceeds and condemnation awards to Buyer, less any amounts required to reimburse Seller for expenses of repair or restoration, which repair or restoration shall not be undertaken without the consent of Buyer.

Section 7. *Closing and Adjustments.*

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, and community or homeowners association charges), are to be adjusted and apportioned as of the date of Closing between the Parties based upon their respective periods of ownership and are to be assumed and paid thereafter by Buyer, whether assessments have been levied or not as of the date of Closing except as otherwise required by law.

Section 8. *Objections to Title; Failure of Seller or Buyer to Perform.*

Upon execution hereof by all Parties, Buyer promptly shall order an examination of title and, should Buyer desire, a survey of the Property, and advise Seller by written notice if in Buyer's sole and absolute discretion there exists any issue as to whether Seller is the sole actual owner of the Property, and/or any exceptions to title or survey that Buyer finds objectionable. Any such notice shall be given to Seller as soon as reasonably possible after Buyer becomes aware of the circumstances, but in no event less than ten (10) days prior to the Closing date. If Buyer fails to give such notice, Buyer agrees to accept title subject to any such matters other than those which arise subsequent thereto. If Buyer gives notice of objectionable matters, Seller shall, at its own expense,

Seller's Initials: \_\_\_\_\_

Buyer's Initials: \_\_\_\_\_

take necessary steps to cure such defects by not later than the Closing. Seller, within five (5) days of receiving such notice from Buyer, shall notify Buyer of any defect which Seller believes Seller is unable to cure at a reasonable cost or otherwise unable to cure prior to the Closing. Buyer shall, with five (5) days of receipt of such notice from Seller, notify Seller as to whether Buyer, in the exercise of Buyer's sole and absolute discretion: (i) waives such defect and will proceed to the Closing in spite of and subject to such defect; (ii) will allow Seller an extension of the Closing to cure such defect, or, if the defect is of Seller's making, will insist that Seller cure such defect; or (iii) terminate the Contract, in which case Buyer shall have no further liability or obligations to Seller. The Closing shall be automatically extended for the notice periods provided hereunder.

For purposes hereof with respect to defects not of Seller's own making, "reasonable cost" shall mean an amount less than the appraised value of the Property. Anything herein to the contrary notwithstanding, Seller must cure, liquidate, pay, or otherwise settle all outstanding financial encumbrances on or with respect to the Property, at, on, or prior to the Closing.

**Section 9. *Brokers and Commissions.***

Each party warrants to the other that it has not used the services of a real estate broker or agent in connection with this transaction. Each party agrees to defend, indemnify, and hold the other party harmless from any claim for real estate commissions arising by reason of the indemnifying party's breach of this warranty. The provisions of this paragraph shall survive the Closing and the delivery of the deed to the Property or the termination of this Contract.

**Section 10. *Recordation and Transfer Taxes.***

Md. Code Ann., Real Prop. § 14-104 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 Parties. The Parties agree that the costs of all State and local transfer taxes and recordation taxes related to the conveyance of the Property to Buyer shall be paid by Buyer.

**Section 11. *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:

The Commissioners of Cambridge  
c/o Thomas M. Carroll, City Manager  
410 Academy Street  
Cambridge, Maryland 21613

Seller's Initials: \_\_\_\_\_

Buyer's Initials: \_\_\_\_\_

With a copy to:

Patrick W. Thomas, Esq., City Attorney  
MacLeod Law Group, LLC  
110 N. Cross Street  
Chestertown, Maryland 21620

If to Buyer:

Groove City Black Heritage & Culture Group, Inc.  
c/o Veronica Taylor and Verisha Taylor  
2512 Westwind Boulevard  
Cambridge, Maryland 21613

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 (3<sup>rd</sup>) business day from the date deposited in the United States mail.

**Section 12. *Survival of Representations, Warranties, Covenants, and Other Obligations.***

All representations, warranties, covenants, and other obligations of Seller set forth in this Contract shall survive the Closing, and action based thereon may be commenced thereafter. 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, except those obligations of Seller which are expressly stated in this Contract to survive the Closing.

**Section 13. *Miscellaneous Provisions.***

13.01. 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 party against whom the enforcement of such waiver, modification, amendment, discharge, or termination is sought, and then only to the extent set forth in such instrument.

13.02. This Contract shall be governed by, and construed in accordance with, the laws of the State of Maryland without regard to its principles of conflict of laws. Any and all actions relating to the enforcement of this Contract shall be brought in the Courts of Dorchester County, Maryland.

13.03. 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.

Seller's Initials: \_\_\_\_\_  
Buyer's Initials: \_\_\_\_\_

13.04. This Contract shall be binding upon and shall inure to the benefit of the Parties hereto and their respective heirs or successors and assigns. Buyer shall have the right to assign this Contract prior to Closing, but not Buyer's liability to Seller.

13.05. This Contract shall not be binding or effective until properly executed and delivered by all of the Parties hereto.

13.06. 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.

13.07. This Contract may be executed in one or more counterparts, each of which when so executed and delivered shall be deemed to be an original, but all such counterparts shall together constitute one and the same Contract. Delivery of an executed counterpart of a signature page to this Contract by facsimile or portable document format ("PDF") shall be as effective as delivery of a manually executed counterpart.

13.08. Time is of the essence.

Section 14. *Default.*

The Parties are required and agree to make full Closing in accordance with the terms of this Contract and acknowledge that failure to do so constitutes a breach hereof. If either party fails to make full Closing or is in default due to their failure to comply with the terms, covenants, and conditions of this Contract, the non-breaching party is entitled to pursue such rights and remedies as may be available at law or in equity, including without limitation, an action for specific performance of this Contract and/or monetary damages. If either party defaults, the party committing the default, whether Buyer or Seller, shall reimburse the non-defaulting party for costs, including reasonable attorney's fees, incurred as a result of the default.

Section 15. *Notice to Buyer Concerning the Chesapeake and Atlantic Coastal Bays Critical Area.*

Buyer is advised that all or a portion of the Property may be located in the Critical Area of the Chesapeake and Atlantic Coastal Bays, in which case additional zoning, land use, and resource protection regulations apply. The Critical Area generally consists of all land and water areas within one thousand (1,000) feet beyond the landward boundaries of State or private wetlands, the Chesapeake Bay, the Atlantic Coastal Bays, and all of their tidal tributaries. The Critical Area also includes the waters of and lands under the Chesapeake Bay, the Atlantic Coastal Bays, and all of their tidal tributaries to the head of tide. For information as to whether the Property is located within the Critical Area, Buyer may contact the local department of planning and zoning, which maintains maps showing the extent of the Critical Area in the jurisdiction.

Seller's Initials: \_\_\_\_\_  
Buyer's Initials: \_\_\_\_\_

Section 16. *Notice of Appeal.*

If the Property is transferred after January 1 and before the beginning of the next taxable year to a new owner, the new owner may submit a written appeal as to a value or classification on or before sixty (60) days after the date of the transfer in accordance with Md. Code Ann., Tax-Prop. § 14-502(a)(2).

Section 17. *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.

**SIGNATURES FOLLOW ON THE NEXT PAGE**

Seller's Initials: \_\_\_\_\_

Buyer's Initials: \_\_\_\_\_

IN WITNESS WHEREOF, the Parties hereto have executed under seal this Contract for Sale and Purchase of Real Property as of the Effective Date.

**SELLER:**

ATTEST:

THE COMMISSIONERS OF CAMBRIDGE

\_\_\_\_\_  
Thomas M. Carroll, City Manager

\_\_\_\_\_(SEAL)  
By: Lajan Cephas, President of the Commissioners

\_\_\_\_\_  
Date

**BUYER:**

WITNESS:

GROOVE CITY BLACK HERITAGE &  
CULTURE GROUP, INC.

\_\_\_\_\_

\_\_\_\_\_(SEAL)  
Veronica Taylor

\_\_\_\_\_

\_\_\_\_\_(SEAL)  
Verlisha Taylor

\_\_\_\_\_  
Date

APPROVED AS TO FORM:

\_\_\_\_\_  
Patrick W. Thomas, Esq., City Attorney

Seller's Initials: \_\_\_\_\_

Buyer's Initials: \_\_\_\_\_