

Bill Ingersoll

From: David Foster <chestertownmayor@gmail.com>
Sent: Monday, January 31, 2022 7:11 PM
To: Bill Ingersoll
Cc: David Foster
Subject: Re: Armory Deed between State of Maryland and the Mayor and Council

Absolutely! Thanks for sharing. I just hope that is not a deal breaker. If you don't mind, I will send a copy to Dicky Grieves. Hopefully, he has already seen it and taken it into account but if he hasn't....

David

On Jan 31, 2022, at 5:59 PM, Bill Ingersoll <bill@chestertown.com> wrote:

I really hadn't seen this deed in a few years but the fact that it was tied into two entities, the State Military and the Maryland Board of Public Works concerned me. The fact is that the College completely changed the plans they discussed with the Council after they got possession (for less than \$300,000). Just thought you ought to see it since they had been discussing their plans with you.

From: David Foster <chestertownmayor@gmail.com>
Sent: Monday, January 31, 2022 5:33 PM
To: Bill Ingersoll <bill@chestertown.com>
Cc: David Foster <chestertownmayor@gmail.com>
Subject: Re: Armory Deed between State of Maryland and the Mayor and Council

Thanks Bill,

That looks pretty serious to me but maybe the lawyers for the college can still find a way around this.

What was it Bill Clinton said about "depending on what the meaning of "is" is?"

This seems to depend on what the definition of a College or University "use" is?

If they use it to house parents, potential donors, and alumni or use it to train students studying Hotel Management, a la Cornell. It still might work.

David

On Jan 31, 2022, at 3:08 PM, Bill Ingersoll <bill@chestertown.com> wrote:

<DOC782.pdf>

FILED
CLERK
CIRCUIT COURT

LIBER 0750 FOLIO 083

DGS FILE NO. 00-8389

THIS DEED, made this 13th day of December, 2012 by and between the STATE OF MARYLAND (Military Department), party of the first part, "GRANTOR"; and the TOWN OF CHESTERTOWN, a Maryland municipal corporation, party of the second part, "GRANTEE".

WHEREAS, by Deed dated March 14, 1931 and recorded among the Land Records of Kent County, Maryland in Liber RAS No. 6, folio 248, Thomas W. Spranklin and Sarah E. Spranklin, his wife conveyed to the State of Maryland (Military Department) a parcel of land containing three and one-half (3 1/2) acres, more or less; and

WHEREAS, the above described property is under the jurisdiction and control of the State Military Department, therefore, the State Military Department is joining in the execution of this deed along with the Board of Public Works, as required by Section 10-305 (c)(2), State Finance and Procurement Article, Maryland Annotated Code.

WITNESSETH: that in consideration of the sum of Five Dollars (\$5.00) and the payment by the Grantee of the sums that are due the United States of America ("USA") to satisfy, in full, the federal debt owed to the USA by the Grantor upon the transfer of the property to a third person and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the said Grantor does hereby grant, convey and assign unto the said Grantee, its successors and assigns, in fee simple, the following described property situate, lying and being in the town of Chestertown, Kent County, Maryland and described as follows:

See Exhibit "A" which is attached hereto and expressly made a part hereof.

1

I hereby certify as of 3/6/13 taxes are paid on the property covered by this deed as well as any other charges which should be collected before transfer of same pursuant to the Real Property Article Title 3 Section 104 of the Annotated Code of Maryland.

04-018311

Patricia Menett
Collector of Taxes for Kent County, MD

BEING the same parcel of land which by deed dated March 14, 1931 and recorded among the Land Records of Kent County, Maryland in Liber RAS No. 6, folio 248 was granted by Thomas W. Spranklin and Sarah E. Spranklin, his wife to the State of Maryland (Military Department), the within named Grantor.

TOGETHER WITH the buildings and improvements thereupon; and the rights, alleys, ways, waters, privileges, appurtenances and advantages to the same belonging or in anywise appertaining.

SUBJECT to any and all matters recorded and unrecorded.

The Grantor and Grantee covenant and agree that the property shall be used solely for governmental and/or educational purposes, said governmental and/or educational purposes hereby being defined as (a) government businesses and/or offices and/or (b) college and/or university uses. This provision shall be a restrictive covenant running with the land and binding on the Grantee, its successors and assigns.

The Grantor and Grantee further covenant and agree that, in the event the Chestertown Armory, which is located on the above described property, is to be demolished or otherwise renovated such that (a) the cornerstone and/or any buried vessel(s) contained therein, and/or (b) any seal and/or Maryland National Guard Seal cast and/or cut in stone and/or (c) any Maryland State Seal and/or Maryland National Guard Seal and/or other unique building items, will be destroyed or damaged or removed from the structure, all as determined in the sole judgment of the Grantor, the Grantor shall have the right to enter upon the above described property and remove, at the Grantor's expense, said items and the Grantee agrees that it shall not charge the

LIBER 0750 FOLIO 085

Grantor a monetary or other fee for the building elements so removed. This provision shall be a restrictive covenant running with the land and binding on the Grantee, its successors and assigns.

TO HAVE AND TO HOLD the said described lots of ground and premises, unto and to the use of the said Grantee, its successors and assigns, in fee simple.


AND, subject to the above, the said Grantor covenants that it will warrant specially the property hereby granted and execute such further assurance of the same as may be requisite.

WITNESS the hand and seal of the said Grantor as of the date first above written.

ATTEST:

STATE OF MARYLAND
STATE MILITARY DEPARTMENT


Robert L. Hooper

By:  (SEAL)
Name: James A. Adkins, Major General
Title: Adjutant General for the State of Maryland

Approved as to form and legal sufficiency
sufficiency this 7th day of December, 2012.


Martha A. Delea, Assistant Attorney General


Approved by the Board of Public Works of
the State of Maryland at a meeting held on
the 22 day of August, 2012 as Item 9-RP, DGS

ATTEST:

STATE OF MARYLAND
BOARD OF PUBLIC WORKS



Martin O'Malley, Governor (SEAL)



Sheila C. McDonald
Executive Secretary

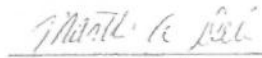


Nancy K. Kopp, Treasurer (SEAL)



Peter Franchot, Comptroller Treasurer (SEAL)

Approved as to form and legal sufficiency
sufficiency this 7th day of December, 2012.



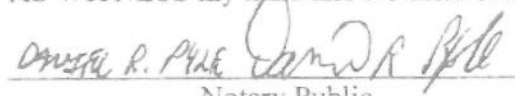
Martha A. Delea, Assistant Attorney General

Approved by the Board of Public Works of
the State of Maryland at a meeting held on
the 22 day of August, 2012 as Item 9-RP, DGS

STATE OF MARYLAND, COUNTY OF CARROLL, TO WIT:

I HEREBY CERTIFY that, on this 7th day of December, 2012, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared Major General James A. Adkins, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within Deed, who acknowledged that he is the Adjutant General of the State of Maryland, State Military Department, a government entity organized and existing under the laws of Maryland, that he has been duly authorized to execute and has executed, the foregoing Deed on behalf of the said entity for the purposed therein set forth, and that the same is its act and deed.

AS WITNESS my hand and Notarial Seal.



Daniel R. Pyle
Notary Public
My Commission Expires: April 8, 2014



LR 1061

LIBER 0758 FOLIO 066

THIS DEED, made as of this 3rd day of May, in the year two thousand and thirteen, by and between TOWN OF CHESTERTOWN, a Maryland municipal corporation (the "Grantor") and WASHINGTON COLLEGE, a Maryland corporation (the "Grantee").

WITNESSETH, That in consideration of the sum of TWO HUNDRED FIFTY EIGHT THOUSAND FOUR HUNDRED TWENTY EIGHT AND 22/100THS DOLLARS (\$258,428.22) the actual consideration paid, the receipt whereof is hereby acknowledged, Grantor does hereby grant and convey unto Grantee, its successors and assigns, in fee simple, all that lot of ground, including improvements thereon, if any, lying and being situate in Kent County, State of Maryland, and described as follows, that is to say:

SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF.

BEING THE SAME PROPERTY conveyed by Deed dated December 13, 2012 and recorded among the Land Records of Kent County, Maryland in Liber No. 750, folio 83 from State of Maryland (Military Department) unto the Town of Chestertown, the Grantor herein.

TOGETHER WITH the buildings, thereupon; and the rights, alleys, ways, waters, privileges, appurtenances and advantages thereto the same belonging, or in anywise appertaining.

THE GRANTOR hereby certifies that this conveyance is not a 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 said Grantor

TO HAVE AND TO HOLD the lot of ground unto the Grantee, its successors and assigns, in fee simple.

AND the said Grantor does hereby covenant that it will warrant specially the property hereby granted, and that it will execute such further assurances of the same as may be requisite.

FILED
CLERK OF
CIRCUIT COURT
2013 MAY -8 PM 4:07
KENT COUNTY

IMP. FD. SURE \$	40.00
RECORDING FEE	20.00
RECORDATION I	1,706.10
IK TAX COUNTY	1,292.14
IK TAX STATE	1,292.14
TOTAL	4,356.38
Rest 1101	RCPT # 3353
ALA SS	BLK # 363
May 09, 2013	12:16 PM

I hereby certify as of 5/8/13 taxes are paid on the property covered by this deed as well as any other charges which should be collected before transfer of same pursuant to the Real Property Article Title 3 Section 104 of the Annotated Code of Maryland.

04-018311

Patricia Womack
Collector of Taxes for Kent County, MD

PLEASE RETURN TO:
CONTINENTAL TITLE GROUP
1500 WHETSTONE WAY, T-100
BALTIMORE MARYLAND 21230
J Fisher (3725 0701)

KENT COUNTY CIRCUIT COURT (Land Records) MLM 758, p. 0066, MSA_ce57_1270. Date available 05/17/2013. Printed 02/24/2017.

WITNESS the hand and seal of the herein Grantor.

WITNESS OR ATTEST:

TOWN OF CHESTERTOWN

[Handwritten signature]

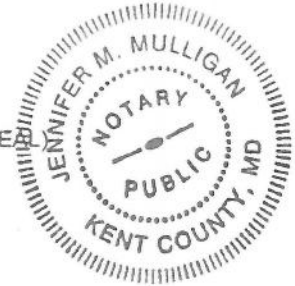
By: Margo G. Bailey (SEAL)
Name: Margo G. Bailey
Title: Mayor

STATE OF MARYLAND, ~~CITY~~ COUNTY of Kent, to wit:

I HEREBY CERTIFY, that on this 1st day of May, 2013, before me, the subscriber, Notary Public of the State aforesaid in and for the City/County aforesaid, personally appeared Margo G. Bailey, Mayor of the Town of Chestertown, who acknowledged him/herself to be the Mayor of the Town of Chestertown and that he/she as such Mayor of the Town of Chestertown and being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing in my presence the name of the Town of Chestertown as the Mayor.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Jennifer M. Mulligan (SEAL)
Notary Public



My Commission Expires: 3/6/15

THIS is to certify that the within instrument has been prepared under the supervision of the undersigned Maryland attorney.

Jerry S. Sopher
Jerry S. Sopher, Esquire

AFTER RECORDATION, PLEASE RETURN TO:

James D. Fisher
Continental Title Group
1500 Whetstone Way, Suite T-100
Baltimore, Maryland 21230
(410) 332-0820
File No. 3725CTG

TOWN OF CHESTERTOWN
Utilities, taxes and ALL accounts
receivable have been paid through

5/30/13
by Auna Fairbank Date 5/8/13

LIBER 0758 FOLIO 068

EXHIBIT A

BEGINNING FOR THE SAME on the East side of Maryland Route 289 (Cross Street) at a point 40 feet Southerly from the intersection of the property of The Red "C" Oil Company and other property of the said Thomas W. Spranklin and running from thence by and with the East side of said road, South 22 degrees and 58 minutes West, 360 feet; thence South 26 degrees and 39 minutes East, 767 feet and 4 inches to Chester River; thence by and with the waters of the Chester River North 70 degrees and 4 minutes East, 40 feet; thence North 19 degrees and 56 minutes West, 210 feet; thence North 22 degrees and 58 minutes East, 170 feet to the lands of the said Thomas W. Spranklin, which lands are being retained by the said Thomas W. Spranklin as a driveway; thence North 19 degrees and 56 minutes West, 688 feet and 3 inches to the aforesaid beginning point and containing 3 ½ acres of land, more or less.

For Informational Purposes Only: The improvements thereon being known as 509 Cross Street, Chestertown, Maryland.

KENT COUNTY CIRCUIT COURT (Land Records) MLM 758, p. 0069, MSA_ce57_1270. Date available 05/17/2013. Printed 02/24/2017.

LIBER 0758 FOLIO 069

Form A-1

2013
MARYLAND
FORM

Certification of Exemption from Withholding Upon
Disposition of Maryland Real Estate
Affidavit of Residence or Principal Residence

LIBER 0758 FOLIO 069

Based on the certification below, Transferor claims exemption from tax withholding requirements of Section §10-912 of the Tax-General Article, Annotated Code of Maryland. Section 10-912 provides that certain tax payments must be withheld and paid when a deed or other instrument that effects a change in ownership of real property is presented for recordation. The requirements of §10-912 do not apply when a Transferor provides a certification of Maryland residence or certification that the transferred property is the Transferor's principal residence.

1. Transferor Information	
Name of Transferor	Town of Chestertown

2. Reasons for Exemption	
Resident Status	<input type="checkbox"/> I, Transferor, am a resident of the State of Maryland. <input checked="" type="checkbox"/> Transferor is a resident entity as defined in Code of Regulations (COMAR) 03.04.12.02B(11), and I am an agent of Transferor and I have authority to sign this document on Transferor's behalf.
Principal Residence	<input type="checkbox"/> Although I am no longer a resident of the State of Maryland, the Property is my principal residence as defined in IRC §121 and is recorded as such with the State Department of Assessments and Taxation

Under penalty of perjury, I certify that I have examined this declaration and that, to the best of my knowledge, it is true, correct and complete.

3a. Individual Transferors	
Witness	Name Signature

3b. Entity Transferors	
TOWN OF CHESTERTOWN	
Witness/Attest <i>W. J. [Signature]</i>	Signature - Margo G. Bailey, Mayor <i>Margo G. Bailey</i>

5-8-13 THE FOREGOING DEED FILE FOR RECORD AND IS ACCORDINGLY RECORDED AMONG THE LAND RECORDS OF KENT COUNTY, MARYLAND, IN LIBER MLM NO. 758 FOLIOS 66-69

Mark L. [Signature] CLERK

State of Maryland Land Instrument Intake Sheet
 Baltimore City County: Kent
 Information provided is for the use of the Clerk's Office, State Department of Assessments and Taxation, and County Finance Office Only.
 (Type or Print in Black Ink Only—All Copies Must Be Legible)

LIBER 0758 FOLIO 070

1	Type(s) of Instruments	(Check Box if addendum Intake Form is Attached)			
		<input type="checkbox"/> Deed of Trust	<input type="checkbox"/> Mortgage Lease	<input type="checkbox"/> Other _____	<input type="checkbox"/> Other _____
2	Conveyance Type Check Box	<input checked="" type="checkbox"/> Improved Sale Arms-Length [1]	<input type="checkbox"/> Unimproved Sale Arms-Length [2]	<input type="checkbox"/> Multiple Accounts Arms-Length [3]	<input type="checkbox"/> Not an Arms-Length Sale [9]
3	Tax Exemptions (if applicable) Cite or Explain Authority	Recordation			
		State Transfer			
		County Transfer			

Space Reserved for Circuit Court Clerk Recording Validation

4	Consideration and Tax Calculations	Consideration Amount		Finance Office Use Only Transfer and Recordation Tax Consideration	
		Purchase Price/Consideration	\$ 258,428.22	Transfer Tax Consideration	\$
		Any New Mortgage	\$	X () % =	\$
		Balance of Existing Mortgage	\$	Less Exemption Amount	- \$
		Other:	\$	Total Transfer Tax	= \$
		Other:	\$	Recordation Tax Consideration	\$
		Full Cash Value:	\$	X () per \$500 =	\$
		TOTAL DUE		\$	

5	Fees	Amount of Fees		Doc. 1	Doc. 2	Agent:
		Recording Charge	\$ 20.00	\$	\$	
		Surcharge	\$ 40.00	\$	\$	Tax Bill:
		State Recordation Tax	\$ 1,706.10	\$	\$	
		State Transfer Tax	\$ 1,292.14	\$	\$	C. B. Credit:
		County Transfer Tax	\$ 1,292.14	\$	\$	
		Other:	\$	\$	\$	Ag. Tax/Other:
Other:	\$	\$	\$			

6	Description of Property SDAT requires submission of all applicable information. A maximum of 40 characters will be indexed in accordance with the priority cited in Real Property Article Section 3-104(g)(3)(f).	District	Property Tax ID No. (1)	Grantor Liber/Folio	Map	Parcel No.	Var. LOG	
		G4	018311	750-83	0044	0170	(5)	
		Subdivision Name		Lot (3a)	Block (3b)	Sect/AR (3c)	Plat Ref.	SqFu/Acreage (4)
		Location/Address of Property Being Conveyed (2)						
		509 Cross Street, Chestertown MD 21620						
		Other Property Identifiers (if applicable)					Water Meter Account No.	
		Residential or Non-Residential? <input checked="" type="checkbox"/>		Fee Simple <input checked="" type="checkbox"/> or Ground Rent		Amount:		
Partial Conveyance? Yes <input checked="" type="checkbox"/> No		Description/Amnt. of SqFu/Acreage Transferred:						
If Partial Conveyance, List Improvements Conveyed:								

7	Transferred From	Doc. 1 - Grantor(s) Name(s)	Doc. 2 - Grantor(s) Name(s)
		Town of Chestertown	
		Doc. 1 - Owner(s) of Record, if Different from Grantor(s)	Doc. 2 - Owner(s) of Record, if Different from Grantor(s)

8	Transferred To	Doc. 1 - Grantee(s) Name(s)	Doc. 2 - Grantee(s) Name(s)
		Washington College	
New Owner's (Grantee) Mailing Address			
300 Washington Avenue, Chestertown, Maryland 21620			

9	Other Names to Be Indexed	Doc. 1 - Additional Names to be Indexed (Optional)	Doc. 2 - Additional Names to be Indexed (Optional)

10	Contact/Mail Information	Instrument Submitted By or Contact Person		<input checked="" type="checkbox"/> Return to Contact Person	
		Name: James D. Fisher (3725CTG)			<input type="checkbox"/> Hold for Pickup
		Firm: Continental Title Group			<input type="checkbox"/> Return Address Provided
		Address: 1500 Whetstone Way, T-100, Baltimore, Maryland 21230	Phone: (410) 332-0920		

11 IMPORTANT: BOTH THE ORIGINAL DEED AND A PHOTOCOPY MUST ACCOMPANY EACH TRANSFER							
Assessment Information	Yes <input type="checkbox"/>	No <input type="checkbox"/>	Will the property being conveyed be the grantee's principal residence?				
	Yes <input type="checkbox"/>	No <input type="checkbox"/>	Does transfer include personal property? If yes, identify: _____				
	Yes <input type="checkbox"/>	No <input type="checkbox"/>	Was property surveyed? If yes, attach copy of survey (if recorded, no copy required)				
Assessment Use Only - Do Not Write Below This Line							
Terminal Verification		Agricultural Verification		Whole		Part	
Transfer Number	Date Received:	Date Received:	Date Received:	Deed Reference:	Assigned Property No.:		
Year	20	20			Sub	Block	
Land			Geo.	Map	Plat	Lot	
Buildings			Zoning	Grid	Section	Occ. Cd	
Total			Use	Parcel	Ex. Cd		
		Town Cd		Ex. St			

REMARKS

Distribution: White - Clerk's Office
 Pink - Office of Finance
 AOC-CC 300 (4/05)

Canary - SDAT
 Goldenrod - Prepare

KENT COUNTY CIRCUIT COURT (Land Records) MLAM 758, p. 0070, MSA_ ce57_ 1270. Date available 05/17/2013. Printed 02/24/2017.

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