

**Commissioners of Poolesville**  
**Closed Bid Sale**  
**17605 West Willard Road**  
**Poolesville, Maryland**

**Sealed Bids** for the property described below will be received at Poolesville Town Hall, 19721 Beall Street, P.O. Box 158, Poolesville Maryland 20837 until 1:00 PM, Friday, July 29, 2022, at which time they will be publicly opened and read.

**Property Description:** Parcel 657 consisting of approximately .62 of an acre, zoned commercial includes a 1 ½ story brick structure constructed around 1830. See attached Exhibit A for legal description. Its original use was a church. During the Civil War, it was used as a hospital. In 1995 an archeological study was conducted and at least 21 graves were identified around the structure.

**Condition:** The structure is believed to be structurally sound, however, the Town makes no representations or warranties as to the condition of the building. Attached is a copy of the report performed by the Town related to the condition of the building. The building will require interior and exterior renovations depending on the use.

Burial site disclosure and documents: The Town makes no representation or warranties as to the condition of the property and the proposed uses and requirements for use of the property. As stated, the property contains known burial sites, and could contain additional sites. The Town makes no representations and will retain no liability or responsibility for such grave sites. Potential bidder shall be responsible for all cost and compliance with all laws and regulations pertaining to burial sites and graves. Attached is a copy of the report(s) in the possession of the Town related to prior property study.

**Terms and Conditions:** The Town will require that protective covenants be included in the deed of transfer to protect the historical nature of the property. Said protective covenants are attached hereto.

The Town will require the successful bidder to execute a Right of First Refusal, attached, to be recorded in first position immediately following the recordation of the deed of transfer, giving the Town the right of first refusal of the property.

The Town will be retaining a utility easement on the property which will be recorded prior to the transfer of the property. A copy of the easement is attached along with the easement plat.

Bids shall include a description of the proposed use for the property.

Bids shall be evaluated on proposed use, community benefit, and bid price.

A deposit of \$5,000 in the form of cash, certified check or cashier's check must be submitted with each bid. The balance of the purchase price shall be paid by cash, certified check or cashiers check at settlement, which shall be 30 days after the acceptance of the most responsive bid by the Commissioners of Poolesville. Deposits of all unsuccessful bidders shall be refunded.

Title examination, conveyance, state revenue stamps, transfer taxes, recordation charges, title insurance and other costs incident to the settlement are to be paid by the purchaser(s). If the purchaser(s) fail to

comply with these terms of sale, the Commissioners may declare the deposit forfeited and resell the property at the risk and expense of the defaulting purchaser(s). In such event, the defaulting purchaser(s) shall be liable for the payment of any deficiencies plus all costs and expenses of the sale.

The Commissioners of Poolesville reserve the right to reject any and all bids.

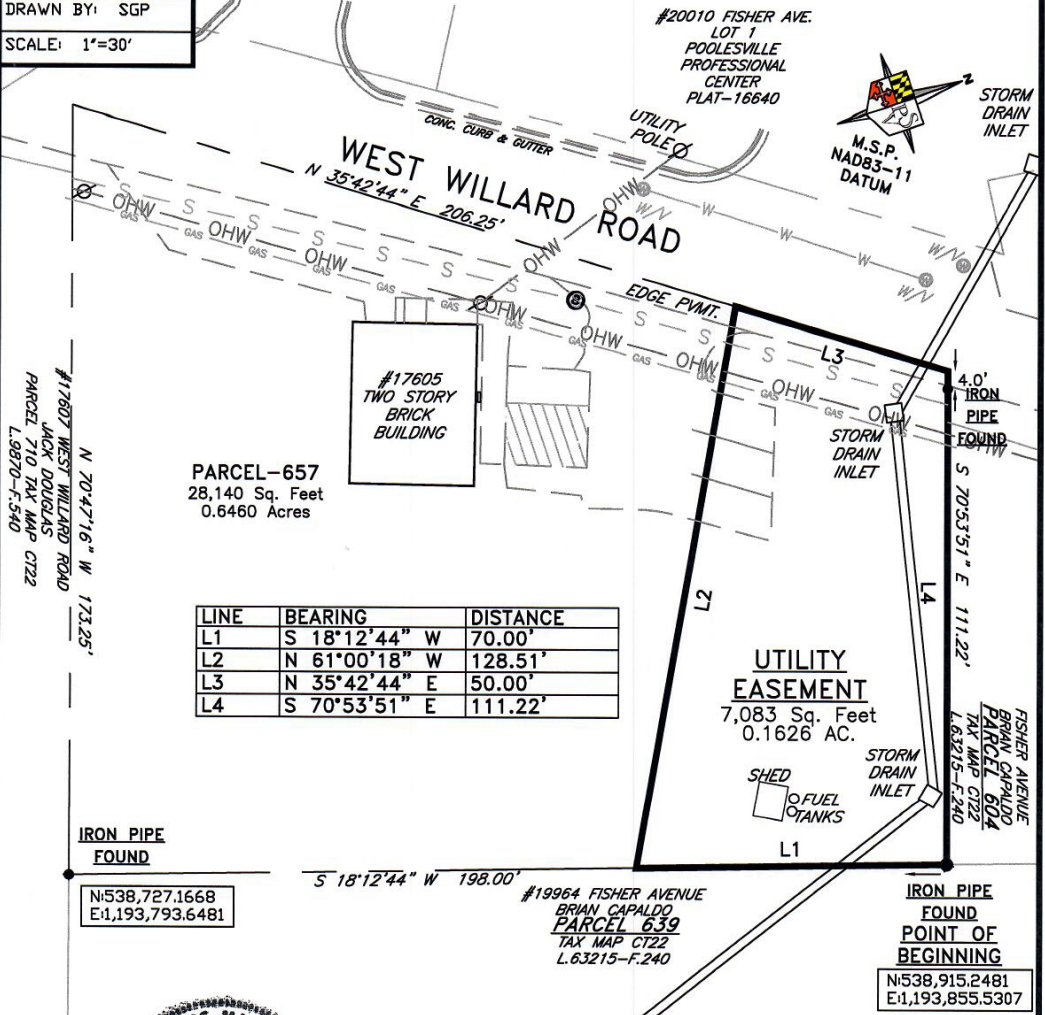
**EXHIBIT A**

The Property is more specifically described as:

17605 West Willard Road, Poolesville, Maryland, Tax Acct. # 03-00042493, more particularly described in a deed dated December 31, 1953, and recorded in the Land Record of Montgomery County in Liber 1879, Folio 544, containing 0.62 acres of land, more or less.

JOB No. 22-039  
 DATE: 06-24-22  
 DRAWN BY: SGP  
 SCALE: 1"=30'

# EXHIBIT-B



DAVID P. MOWATT  
 MD. PROFESSIONAL  
 LAND SURVEYOR #21136  
 EXPIRES 06-20-24

DATE 06/24/22

## UTILITY EASEMENT SKETCH

17605 WEST WILLARD ROAD  
 PARCEL-657 TAX MAP CT22  
 LIBER 1879 FOLIO 544  
 TAX ID #03-00042493  
 MONTGOMERY COUNTY, MARYLAND

## Declaration of Covenants

**Whereas**, The Commissioners of Poolesville wish to place protective covenants on the property located at 17605 West Willard Road (the property), and

**Whereas**, the covenants shall protect the property which has significant importance in local history and culture, and

**Whereas**, the administration and enforcement of these covenants by the Town of Poolesville (the Town) will assist in preserving the historic and cultural values of the property;

Now Therefore, the Town directs that the following restrictions be placed in the Deed of Transfer for the said property and shall act as restrictions on the property, which shall be deemed to run with the land and extend to and are binding upon owners and their respective heirs, administrators, devisees, successors, and assigns:

- 1. Without the approval of the Commissioners of Poolesville Covenantee shall not undertake or permit to be undertaken any of the following actions:**
  - Remove or alter any graves, gravestones, or other historical markers.
  - Demolish the building.
- 2. The covenantee shall maintain the building and not allow any degradation of conditions to exist.**
- 3. Any use, alterations or renovations will comply with the Poolesville Code and any exceptions or waivers shall be granted in accordance with the Poolesville Code.**

**If the Town finds that the Covenantee has violated or are violating any provision of these covenants, it shall give written notice to the Covenantee and specify a reasonable time to correct the violation. If the Covenantee fails to correct the violation within the time stated, the Town may take any and all enforcement action it deems necessary to enforce the covenants, including court action for injunctive and other relief. If the town initiates court action to correct a violation of the covenants, and if this action results in voluntary correction or a ruling in favor of the Town, the Covenantee shall pay reasonable attorney's fees, any court costs, and other expenses of the court action.**

**The Covenants shall be included in the deed of transfer and recorded in the Land Records of Montgomery County, Maryland, shall run to the benefit of the Town and may not be released or modified except by written consent of the Commissioners of Poolesville**

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Jim Brown, President  
Commissioners of Poolesville

## Inspection Report

July 5, 2022

### Re: 17625 West Willard Road (former Thrift Shop)

Clark | Azar & Associates (CAA) has conducted a limited visual examination of 17625 West Willard Road. The purpose of the observations was to identify items that would need to be addressed to make the building occupiable. CAA recommend for final determination detailed cost estimates be conducted. Additionally, as corrections are made to the building items maybe uncovered that are not known in the limited visual inspection.

CAA's comments are as follows.

1. The Parking Bays were constructed in 2020 and are compliant with Town Code and ADA compliant where required. Please note depending on use additional parking maybe required to comply with Town Code.
2. The building was constructed in early to mid-19<sup>th</sup> century and modified through the years. The dates of those modifications are not known. The exterior of the structure is stable and exhibits typical structural work of the period. The building was originally a church.
3. The ramp leading to the front door is non-ADA compliant with regard to slope, width and the entrance is landing at the threshold is non-compliant.
4. There is no second doorway for egress.
5. Upon entering the building to the left is a rebuilt stairway this is unclear how this stairway is supported since none of the structural items visible. The stairway appears to be stable, but no county inspection sign off is present.
6. The interior exterior walls are Lath and Plaster construction these walls will need to be refinished and we would recommend examination for lead paint prior to reconstruction.
7. The electrical wiring is noncompliant, and no inspection documentation can be found.
8. On the second floor the choir loft has had the open section enclosed structurally it is unclear how the plywood floor was supported, we note no county inspection sign off is present.
9. The restroom doorway and layout is non-ADA compliant.
10. The sanitary line when video inspected appears to have collapsed outside the building based upon a June of 2022 video inspection.
11. The heating system is a small propane heater that is not adequate to heat the entire structure.
12. Air conditioning is done by window units most likely not adequate to cool the entire structure.
13. There is no apparent insulation or double pained widows for insolation of the building.
14. In the attic space there is evidence of bird and varmint nesting.
15. No smoke or carbon-monoxide detectors were observed.
16. A Phase 1 Environmental Assessment was conducted.

# Right of First Refusal Agreement

This Right of First Refusal Agreement ("Agreement") is made this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by and between \_\_\_\_\_, ("Owner") and the Town of Pooleville ("Grantee")

## RECITALS

Owner is the owner in fee simple of a certain parcel of ground more particularly described in Exhibit A, attached hereto, and as shown on a Deed intended to recorded immediately preceding this Right of First Refusal Agreement. ("Property") and Grantee is a municipal corporation.

NOW THEREFORE, WITNESS, the parties agree that in consideration of the payment by the Grantee to the Owner of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is expressly acknowledged, Owner shall grant to Grantee, its successor and assigns, a right of first refusal as follows:

- A. Grantee shall have the right of first refusal to purchase Owner's interest in the Property, or any portion thereof, as set forth in this Agreement.
- B. In the event that Owner should decide to sell, convey, or transfer the Property, or any portion thereof, and Owner should receive a bona fide offer from a third party that Owner deems satisfactory ("Acceptable Offer"), then Owner shall send to Grantee a duplicate copy of the Acceptable Offer together with a notice stating that Owner intends to accept the same ("Offer Notice"). Within sixty (60) days of Owner giving Grantee an Offer Notice, Grantee shall have the right to advise Owner in writing that Grantee desires to purchase the Property, or portion thereof, in accordance with the Acceptable Offer.
- C. If Grantee advises Owner in a timely fashion that it desires to purchase the Property, or a portion thereof, in accordance with the Acceptable Offer, Owner and Grantee shall promptly enter into a contract of sale for the Property or portion thereof, in accordance with the Acceptable Offer.
- D. If Grantee advises Owner in a timely fashion that it does not desire to purchase the Property, or portion thereof, in accordance with the Acceptable Offer, or if Grantee does not advise Owner within sixty (60) days of Owner giving Grantee an Offer Notice that it desires to purchase the Property, or portion thereof, in accordance with the Acceptable Offer, then Owner shall be free to enter into a contract of sale with a third party on the terms contained in the Acceptable Offer; provided that settlement thereunder occurs within six (6) months of Owner sending Grantee notice of the Acceptable Offer.

- E. In the event that Owner does not consummate the sale of the Property, or portion thereof, in accordance with the Acceptable Offer within six (6) months of Owner giving Grantee notice of the Acceptable Offer, Owner may not sell, convey or transfer the Property, or any portion thereof, thereafter without re-offering the same to Grantee in accordance with the provisions of this Agreement.
- F. Any and all notices permitted or required to be given hereunder shall be in writing and sent via registered US Mail.
- G. In no event shall this right of first refusal continue beyond twenty-one (21) years after the death of the last to survive of Owner, and any heirs at law or decedents of Owner, living at the time of this Agreement.
- H. Anything in this Agreement to the contrary notwithstanding the right of first refusal granted to the Grantee herein shall not apply to sales, conveyances, assignments, transfers or testamentary devise of the Property or any portion thereof by Owner to any child of Owner ("Permitted Transfer"), and any such Permitted Transfer may be made without compliance with the provisions or clauses (a) through (g) above, provided however that subsequent to such Permitted Transfer the Property will remain subject to the provisions of clauses (a) through (g) above.
- I. Upon the conveyance of the Property or any portion thereof to a third party pursuant to the clause D above, the right of first refusal granted to Grantee herein shall terminate and be of no further force or effect with respect to the property or portion thereof so conveyed.

This Right of First Refusal is expressly binding on the Owner, his respective heirs, personal representatives and assigns and inures to the benefit of the Grantee, its successor and assigns.

Witness the hand and seal of Grantors, the day and year first above written.

WITNESS:

|  |        |
|--|--------|
|  | {Seal} |
|  | {Seal} |

OWNER

\_\_\_\_\_ {Seal}  
By: James Brown, President  
Town of Poolesville, Maryland  
STATE OF MARYLAND, COUNTY OF \_\_\_\_\_, to wit:

I hereby certify that on this \_\_\_\_\_ day of \_\_\_\_\_, 2022, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared , the Owners herein, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument, and acknowledged the same for the purposes therein contained, and further acknowledged the foregoing Right of First Refusal Agreement to be their act, and in my presence signed and sealed the same, giving oath under penalties of perjury that the consideration recited herein is correct.

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

\_\_\_\_\_  
Notary Public  
My commission expires: \_\_\_\_\_

STATE OF MARYLAND, COUNTY OF \_\_\_\_\_, to wit:

I hereby certify that on this \_\_\_\_\_ day of \_\_\_\_\_, 2022, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared , the Grantee herein, known to me (or satisfactorily proven) to be the person entitled to act on behalf of the Town of Poolesville whose name is subscribed to the within instrument, and acknowledged the same for the purposes therein contained, and further acknowledged the foregoing Right of First Refusal Agreement to be his act, and in my presence signed and sealed the same, giving oath under penalties of perjury that the consideration recited herein is correct.

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

\_\_\_\_\_  
Notary Public  
My commission expires: \_\_\_\_\_

THIS IS TO CERTIFY that this document was prepared by, or under the supervision of the undersigned, an Attorney duly admitted to practice before the Court of Appeals of Maryland.

\_\_\_\_\_  
Jack A. Gullo Jr, Attorney #9312150021

AFTER RECORDING, PLEASE RETURN TO:

Town of Poolesville  
PO Box 158  
Poolesville, Maryland 20837  
301-428-8927