

Council Agenda Report

Date: April 11, 2016

Prepared and
Submitted by: Sandra Tripp-Jones, City Manager

SUBJECT: Sale of right-of-way for roundabout at MD 16 and Woods Road Intersection

Recommendation: Approve and authorize the Mayor to execute a Standard Option Contract with State Highway Administration for the purchase of the right-of-way, easements and/or other rights necessary in conjunction with the Roundabout at the MD16 and Woods Road Intersection in the amount of \$ 8,450.00.

Discussion:

The State of Maryland Department of Transportation is planning to construct a roundabout at the intersection of MD 16 (Church Creek Road) and Woods Road. This intersection has been the site of several severe auto accidents. The improvements are intended to improve safety and will include a landscaped center area along with a sidewalk/bikeway lane outside of the lanes of traffic.

The design requires certain acquisitions of right of way, including 5,601 square feet from the City of Cambridge. The State has used a standardized appraisal of \$1.50 per square foot, based on the underlying zoning, for a total of \$8,450 (rounded).

Staff met with District 1 representatives regarding the requirement that MUC relocate water lines that currently underlie the intersection with no compensation from the State. The State made clear that utilities in the State right-of-way have not right to compensation if they have to be moved for a State project. The cost to MUC is about \$35,000.

Fiscal Impacts:

General Fund: \$ 8,450.00 in new revenue.

MUC: expense of \$35,000. Funds are available in the MUC budget to cover costs plus the costs of additional improvements for a total of \$50,000 for the entire MUC relocation project.

Larry Hogan, Governor
Boyd K. Rothford, Lt. Governor



Pete K. Rahn, Secretary
Gregory C. Johnson, P.E., Administrator

Date: February 2, 2016

Right-of-Way District 1
660 West Road
Salisbury, MD 21802

Project No.: DO302A31
Project: Roundabout at the MD 16 (Church Creek Road)
And Woods Road Intersection
Federal Aid Project No.: N/A
Name of Property: City of Cambridge
Item No.: 109399

City of Cambridge
Office of the Mayor
410 Academy Street, P.O. Box 255
Cambridge, MD 21613

The purpose of this letter is to offer, on behalf of the Maryland State Highway Administration, the sum of:

Eight Thousand Four Hundred Fifty Dollars (\$8,450.00)

for the purchase of the right-of-way, easements and/or other rights necessary in connection with the above-captioned project, as shown on the State Highway Administration's right-of-way plat numbered:

60227 (Revised 10/20/2015)
60228 (Revised 10/20/2015)

Listed below is a summary of the items of payment included in the foregoing monetary offer. This offer is based on the State Highway Administration's review and analysis of an appraisal made by a qualified appraiser. The representative of this office, whose signature appears below as negotiating agent, in addition to delivering this written offer, will explain the acquisition, the proposed construction and the effect upon any adjacent property you may have remaining.

Sincerely,
State Highway Administration
For the Maryland Department of
Transportation

Jean Goolsby, Real Estate Supervisor
410-677-4071

Doug Sommers, Real Property Manager
410-677-4070

My telephone number/toll-free number is 1-800-825-1742
Maryland Relay Service for Impaired Hearing or Speech 1.800.735.2258 Statewide Toll Free

Street Address: 660 West Road, P. O. Box 2679 • Salisbury, Maryland 21802 • Phone: 410-677-4000 • FAX: 410-543-6598
www.roads.maryland.gov

Breakdown of Elements of Just Compensation:

Fee Simple

5,601 sq/ft @ \$1.50 per sq/ft	\$8,401.50
TOTAL:	\$8,401.50
<u>ROUNDED PER SHA POLICY</u>	\$8,450.00

Acknowledge receipt of:

Offer of Compensation _____

Copy of *Your Land and Your Highways* _____

Copy of Appraisal _____ (if applicable)

Copy of Right-of-Way Plat _____ (if applicable)

Related construction plans _____ (if applicable)

Copy of *Relocation Assistance – Your Rights and Benefits* _____ (if applicable)

Signature of Owner or Representative _____ Date _____

SHA-63.30-200 (9-28-94)

SEA 15-130-10 (02/07/95)
Office of Real Estate
PO Box 7679
660 West Road
Baltimore, Maryland 21302

Standard Option Contract
with the
State Highway Administration
of the
Maryland Department of Transportation

R/W Contract No.
DO302431
Item No.
109399

THIS OPTION, granted this of in the year 2016,

BY:

Name:

Address:

City of Cambridge (Commissioners of Cambridge)

410 Academy Street, P.O. Box 255,
Cambridge, MD 21613

and the Mortgagees, Trustees and/or Lien Holders listed in the PAYEE CLAUSE who will be contacted by the STATE HIGHWAY ADMINISTRATION for the purpose of agreeing to release the land, easements and/or rights hereinafter described from the operation and effect of any mortgage and/or lien which they may hold upon the property of the above mentioned persons, it being understood and agreed that they retain their rights as mortgagees and/or lienors in and to the remainder of the land of the above mentioned persons not hereby agreed to be conveyed.

All as the parties of the first part, hereinafter called the GRANTORS, to the STATE HIGHWAY ADMINISTRATION of the DEPARTMENT OF TRANSPORTATION, acting for and on behalf of the STATE OF MARYLAND, party of the second part, hereinafter called the GRANTEE.

- A. WHEREAS, the said GRANTEE proposes to lay out, open, establish, construct, extend, widen, straighten, grade and improve as a part of the State Highway System of Maryland, a highway and/or bridge, together with the appurtenances thereto belonging, shown on the plans designated as Construction Contract No. **DO3025130** for the improvements to **Roundabout at the MD 16 (Church Creek Road) & Woods Road Intersection**.
- B. WITNESSETH, that in consideration of the mutual benefits, inuring to each of the parties hereto and the covenants and agreements between them, incorporated herein, beneficial to each of the parties to this agreement, the said GRANTORS do hereby give and grant to the GRANTEE, its successors and assigns, the exclusive right and option to purchase for a period of six (6) months from the date hereof, for the sum of **Eight Thousand Four Hundred Fifty Dollars (\$8,450.00)** all of the following described land, easements, rights, privileges and controls.
- C. **ALL OF THE LAND AND PREMISES**, together with the appurtenances thereto belonging, or in anywise appertaining, lying between the outermost lines designated "Right of Way Line", as shown and/or indicated, on State Highway Administration's **Plats Numbered 60227 and 60228 (Rev 10/20/2015)**, all of which plats are made a part hereof, and which are duly recorded, or intended to be recorded among the Land Records of the aforesaid County.
- D. **IT IS FURTHER AGREED** that the deed or deeds or other instruments of conveyance executed by the GRANTORS conveying to the GRANTEE all of the land, premises, easements, rights and privileges described in this option must contain covenants (running with and binding the remaining property of the GRANTORS, and binding the GRANTORS, their heirs, successors and assigns) that will perpetuate all of the rights and privileges agreed to be conveyed to the GRANTEE under the provisions of this option. The terms and conditions of this contract shall survive the execution and delivery of the deed and shall not become merged therein

E. **IT IS FURTHER AGREED** that the GRANTORS herein do hereby authorize and designate

Name:

Address:

City of Cambridge (Commissioners of Cambridge) 410 Academy Street, P.O. Box 255, Cambridge, MD 21613

as their specified Agent or the individual Grantor to receive, on their behalf, the official notice of the acceptance of this option by the GRANTEE, said notice to be forwarded by mail to said specified Agent or Grantor. The said GRANTORS do hereby further authorize the GRANTEE, its members, officers, agents or employees to enter in and upon the hereinbefore described premises and proceed with the construction of the said state roads and/or bridge and their appurtenances, immediately upon the mailing by the GRANTEE to said Agent or Grantor, by mail, of the said notice of the acceptance of this option. The taking possession of said land and premises by the GRANTEE, however, shall not be construed as a waiver of any objection to title.

F. **IT IS FURTHER AGREED** that upon acceptance of this option by the GRANTEE, said GRANTORS will, upon demand, convey unto the State of Maryland, to the use of the State Highway Administration of the Department of Transportation (or to such person or persons as may be designated by the GRANTEE), by a special warranty deed, or deeds, a good and marketable fee simple title, the same to be delivered to the office of the GRANTEE at Baltimore, Maryland, or to a duly appointed agent acting for the GRANTEE in this particular instance, within thirty (30) days from the date of said demand, to be made in writing within three (3) months from the date of the acceptance of this option; provided that, GRANTORS and GRANTEE further agree each to employ their best efforts to conform with said time periods except, however, that no cause of action shall lie for the failure of such best efforts to so conform. The deed or deeds, and other instruments of conveyance must meet with the approval of the Office of Counsel of the State Highway Administration and shall contain the covenants set forth in this option.

G. **IT IS FURTHER AGREED** that all taxes on the land hereby agreed to be conveyed in fee simple shall be apportioned as of the date the GRANTEE takes possession, or has the right to take possession, or upon the actual transfer of title to the property to the GRANTEE whichever occurs first. For the purpose of this option, said date is considered to be **date of settlement**.

H. **PAYEE CLAUSE:** Payment shall be made for the land and rights herein agreed to be conveyed, upon receipt of the approvals mentioned in this option, by check, from the Treasurer of the State of Maryland, said checks, except as herein otherwise provided, to be made payable to **THE CITY OF CAMBRIDGE** and their heirs and assigns.

I. **IT IS FURTHER AGREED** that the contents of this option and the acceptance thereof, comprise the entire contract and that no verbal representations made before or after the signing hereof, anything not herein written, shall vary the terms of this option, and that the payment of **\$8,450.00** by the GRANTEE shall constitute full and final payment for the acquisition of the property described in this option, and any damages to the remainder thereof, if any. Relocation Assistance payments and services if any, are in addition to, and are not included, as any part of this option contract.

IN WITNESS WHEREOF THE GRANTOR(s) have hereunto set their hands and seals.
SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

_____	_____ (SEAL)
WITNESS/ATTEST	Victoria Jackson-Stanley, Mayor
_____	_____ (SEAL)
WITNESS/ATTEST	Jackie Vickers, Commissioner
_____	_____ (SEAL)
WITNESS/ATTEST	Donald Snyder, Council President
_____	_____ (SEAL)
WITNESS/ATTEST	Frank Cooke, Commissioner
_____	_____ (SEAL)
WITNESS/ATTEST	Gage Thomas, Commissioner
_____	_____ (SEAL)
WITNESS/ATTEST	Robert Hanson, Commissioner

STATE OF _____ COUNTY OF _____

I hereby certify that, before me, the subscriber, a NOTARY PUBLIC of the STATE OF _____,
in and for _____ County

personally appeared _____ and each
severally acknowledged (SEAL) the foregoing option to be *his *her or *their respective act, or *to be the act of
the said body corporate. (Note - *Strike out the words not applicable).

AS WITNESS MY HAND AND NOTARY SEAL, this _____ of _____ in the year 2016

NOTARY PUBLIC _____

NOTARY SEAL

My Commission expires _____

The foregoing option is hereby accepted this _____ of _____ in the year 2016.

STATE HIGHWAY ADMINISTRATION
of the
DEPARTMENT OF TRANSPORTATION OF MARYLAND

by: _____

APPRAISAL WAIVER FORM OFFICE OF REAL ESTATE PO BOX 717 BALTIMORE, MD 21203	REAL ESTATE VALUE ESTIMATE	STATE HIGHWAY ADMINISTRATION OF THE MARYLAND DEPARTMENT OF TRANSPORTATION
FED. PROJ. NO.	(1) PROPERTY OF: Commissioners of Cambridge	R/W CONTRACT NO. DO302A31
SIGNS OR JUNKYARD INVENTORY NO.	(2) LOCATION Road bed located South of MD 16 (Church Creek Road) on Woods Road	R/W ITEM NO. 109399
(3) ADDRESS OF OWNER:	410 Academy Street, P.O. Box 255, Cambridge, MD 21613	
(4) PLAT NUMBER(S) (Include Revision Dates)	60227 (Revised 10/20/2015)	

(5) PROPERTY DATA

Size of Property: 0.129 Acres
Improvements: N/A
Zoning: The subject property is a road bed, located on Woods Road, South of MD 16 (Church Creek Road). The property is surrounded by Cambridge Club Associates LP and Kent Mace Thomas ETAL.

(6) RIGHTS AND INTEREST TO BE ACQUIRED

Fee Simple:

5,601 sf @ \$1.50 per sf = \$8,401.50

Total Acquisition: \$8,401.50

Rounded \$8,450.00

I hereby certify that I have personally inspected the property herein valued, that my estimate of value for this acquisition on the 2nd day of February, 2016 is \$8,450.00


Jean Goolsby, Real Estate Supervisor

ADMINISTRATIVE APPROVAL

signed