

COUNTY COUNCIL
OF
TALBOT COUNTY, MARYLAND

2013 Legislative Session, Legislative Day No.: February 12, 2013

Bill No.: 1231

Expiration Date: April 18, 2013

Introduced by: Mr. Bartlett, Mr. Duncan, Mr. Hollis, Mr. Pack, Ms. Price

A BILL TO AUTHORIZE FUTURE ACCEPTANCE, ROAD CLOSURE, AND TRANSFER OF A CERTAIN PORTION OF MD. RT. 662C (THE "ROADWAY") IDENTIFIED IN AN AGREEMENT BETWEEN TALBOT COUNTY, MARYLAND AND THE STATE HIGHWAY ADMINISTRATION, WHICH ROADWAY SHALL NO LONGER BE NEEDED FOR PUBLIC USE AS A STATE HIGHWAY, AND THEREAFTER TO DONATE THE COUNTY'S INTEREST IN THE ROADWAY TO SHORE HEALTH SYSTEM, INC., ("SHS") FOR NO CONSIDERATION, BY CONFIRMATORY QUIT CLAIM DEED, WITHOUT WARRANTY OF ANY KIND, FOR USE BY SHS IN CONJUNCTION WITH PROPERTY OTHERWISE CONVEYED BY THE COUNTY TO SHS FOR CONSTRUCTION OF A NEW HOSPITAL AND REGIONAL MEDICAL CENTER

By the Council: February 12, 2013

Introduced, read first time, ordered posted, and public hearing scheduled on Tuesday, March 12, 2013 at 2:00 p.m. at the Bradley Meeting Room, Talbot County Court House, South Wing, 11 North Washington Street, Easton, Maryland 21601.

By Order


Susan W. Moran, Secretary

A BILL TO AUTHORIZE FUTURE ACCEPTANCE, ROAD CLOSURE, AND TRANSFER OF A CERTAIN PORTION OF MD. RT. 662C (THE "ROADWAY") IDENTIFIED IN AN AGREEMENT BETWEEN TALBOT COUNTY, MARYLAND AND THE STATE HIGHWAY ADMINISTRATION, WHICH ROADWAY SHALL NO LONGER BE NEEDED FOR PUBLIC USE AS A STATE HIGHWAY, AND THEREAFTER TO DONATE THE COUNTY'S INTEREST IN THE ROADWAY TO SHORE HEALTH SYSTEM, INC., ("SHS") FOR NO CONSIDERATION, BY CONFIRMATORY QUIT CLAIM DEED, WITHOUT WARRANTY OF ANY KIND, FOR USE BY SHS IN CONJUNCTION WITH PROPERTY OTHERWISE CONVEYED BY THE COUNTY TO SHS FOR CONSTRUCTION OF A NEW HOSPITAL AND REGIONAL MEDICAL CENTER

KEY	
Boldface	Heading or defined term
<u>Underlining</u>	Added to existing law by original bill
Strikethrough	Deleted from existing law by original bill
<u>Double underlining</u>	Added to bill by amendment
Double strikethrough	Deleted from bill by amendment

Recitals

WHEREAS, Transportation Article § 8-304 Md. Ann. Code, authorizes the Maryland Department of Transportation, State Highway Administration ("SHA") and any political subdivision of Maryland to agree to transfer title to a State highway or portion thereof to a political subdivision, and the political subdivisions of Maryland are authorized to accept title to such State highway, or portion thereof, from SHA; and,

WHEREAS, SHA and Talbot County (the "County") desire to transfer a portion of Maryland Route 662C from SHA to the County, subject to certain terms, conditions, and contingencies, for the purposes set forth in a certain Road Transfer Agreement by and between SHA and the County, which is attached hereto as Exhibit "A" and incorporated by reference herein, but not made a part of this ordinance.

SECTION ONE: BE IT ENACTED BY THE COUNTY COUNCIL OF TALBOT COUNTY, MARYLAND, that

1. Adoption of this ordinance authorizes the County to accept from SHA that portion of Maryland Route 662C identified in the Road Transfer Agreement (the "Roadway"), upon

the effective date of the transfer, subject to the terms, conditions, and contingencies set forth in the Road Transfer Agreement and this ordinance.

2. Conveyance of the Roadway by SHA to the County shall be at no cost to the County, by deed approved by SHA and the County, which deed shall include a certified copy of this ordinance as an Exhibit.
3. The effective date of the transfer of the Roadway to the County shall be after performance or satisfaction of all of the following conditions precedent:
 - (A) Shore Health System, Inc. ("SHS") shall have constructed or caused to be constructed Relocated Maryland Route 662C in accordance with an Access Permit No. 11APTA0001XX issued to SHS by SHA.
 - (B) Relocated Maryland Route 662C shall have been constructed in compliance with all permits, approvals, codes, plans, specifications, and other applicable standards (collectively the "Highway Construction Standards") of SHA except to the extent that SHA shall have approved any waivers, changes, substitutions, or other deviations.
 - (C) SHA shall have determined that Relocated Maryland Route 662C is substantially complete and has been constructed in compliance with all Highway Construction Standards except as set forth in Subparagraph 3 (B) above.
 - (D) SHA shall have accepted Relocated Maryland Route 662C into the State Highway System and permanently opened Relocated Maryland Route 662C for use by the general public as a State Roadway.
 - (E) SHS shall have constructed or caused to be constructed a new entrance to the Talbot County Community Center (herein "New TCC Entrance") in accordance with all permits, approvals, contracts, codes, plans, specifications, and other applicable standards (collectively the "Entrance Construction Standards") of County and the Town of Easton (herein the "Town"), and in accordance with certain plans and specifications referred to or incorporated in a certain Development Rights and Responsibilities Agreement (DRRA) that will be processed no later than 120 days after the full execution of the Road Transfer Agreement, except to the extent that County, as owner, and Town, as the municipality having administrative and enforcement authority for building ordinances, codes, and standards, shall have approved any waivers, changes, substitutions, or other deviations.
 - (F) County and Town shall have determined that the New TCC Entrance has been completed and has been constructed in compliance with all Entrance Construction Standards.
 - (G) County shall have accepted the New TCC Entrance and opened the New TCC Entrance for use by the general public for access to the Talbot County Community Center.

4. County will accept title to and jurisdiction over said Roadway as of the effective date of transfer set forth in Paragraph 3 above.
5. Public purpose and terms of proposed disposition: The Road Transfer Agreement recites that SHA acknowledges that the County does not intend to open the Roadway for use by the general public as a County road, roadway, or highway, and that the County intends to close the Roadway and dispose of the right-of-way upon a finding that the Roadway is not needed for public use as a County road, roadway, or highway, and that SHA further acknowledges it is aware that, upon conclusion of such proceedings as are required by Article 25A § 5 (B), Md. Ann. Code or otherwise, the County intends to convey title and possession of the right-of-way for no consideration to SHS by confirmatory quitclaim deed, for use by SHS in conjunction with property otherwise conveyed by the County to SHS for construction of a new Hospital and Regional Medical Center. The Roadway shall be quitclaimed by the County to SHS "as-is," without warranty of title, with all faults applicable to the existing right-of-way, the existing condition of the roadway or appurtenances, subject to outstanding claims or interests of any kind held or claimed by third parties, if any, and subject to all existing utility easements held by third parties, if any, and without any other warranty of any kind.
6. By the terms of the Road Transfer Agreement, the County, at its election, is authorized to initiate proceedings immediately upon execution of said Agreement or at any time thereafter in accordance with Article 25A § 5 (B): (A) to approve acquisition of the Roadway from SHA subject to and contingent upon full performance or satisfaction of all conditions precedent set forth in Paragraph 3 above, and further subject to compliance with the terms and provisions of the Road Transfer Agreement; and, (B) to authorize the County, either simultaneously or sequentially, to close the right-of-way in accordance with requirements of law and thereafter to dispose of the Roadway as set forth in Paragraph 5 above and in the Road Transfer Agreement.
7. In the event the County elects to initiate proceedings to close the Roadway prior to SHA's transfer of the Roadway to the County, this ordinance shall authorize the County to transfer and convey to SHS the County's after-acquired title to the Roadway, subject to and contingent upon full performance or satisfaction of all conditions precedent set forth in Paragraph 3 above, and further subject to compliance with the terms and provisions of the Road Transfer Agreement.
8. Nothing in this ordinance shall prevent the County and SHA from amending the terms of the Road Transfer Agreement by mutual consent, at any time and from time to time, either before or after adoption of this ordinance, as the County and SHA may deem necessary or expedient to fulfill or achieve the original purposes of the Agreement or to address changed or unanticipated circumstances. Provided, however, that no such amendment shall amend the express terms or conditions contained in this ordinance without compliance with applicable legal requirements to either amend or modify this ordinance or to enact a new ordinance.

SECTION TWO: BE IT FURTHER ENACTED, that if any provision of this Ordinance or the application thereof to any person or circumstance is held invalid for any reason in a court of competent jurisdiction, the invalidity does not affect other provisions or any other application of this Ordinance which can be given effect without the invalid provision or application, and for this purpose the provisions of this Ordinance are declared severable.

SECTION THREE: AND BE IT FURTHER ENACTED, that the title and a summary of this Bill shall be published once on the first publication date after enactment of the Bill in accordance with County Charter § 213 (c). The title is not a substantive part of this Bill. If the Bill is amended, the title may be administratively revised if required to conform the title to the content of the Bill as finally enacted.

SECTION FOUR: AND BE IT FURTHER ENACTED, that the Publishers of the Talbot County Code or the Talbot County Office of Law, in consultation with and subject to the approval of the County Manager, shall make non-substantive corrections to codification, style, capitalization, punctuation, grammar, spelling, and any internal or external reference or citation to the Code that is incorrect or obsolete, with no further action required by the County Council. All such corrections shall be adequately referenced and described in an editor's note following the section affected.

SECTION FIVE: AND BE IT FURTHER ENACTED, that the recitals are adopted and incorporated as a substantive part of the ordinance.

SECTION SIX: AND BE IT FURTHER ENACTED, that this ordinance shall take effect sixty (60) days from the date of its passage.

PUBLIC HEARING

Having been posted and Notice of time, date, and place of hearing, and Title of Bill No. _____ having been published, a public hearing was held on _____.

BY THE COUNCIL

Read the third time.

ENACTED _____

By Order _____
Susan W. Moran, Secretary

Bartlett -

Hollis -

Pack -

Price -

Duncan -

ROAD TRANSFER AGREEMENT

THIS ROAD TRANSFER AGREEMENT made this _____ day of _____, 20____, by and between the State Highway Administration (SHA) of the Maryland Department of Transportation, (hereinafter referred to as the “Highway Administration”), and Talbot County, Maryland, (hereinafter referred to as the “County”).

WHEREAS, under authority contained in Transportation Article Title 8-304 of the Annotated Code of Maryland, the Highway Administration is empowered to agree to transfer title to, jurisdiction over, or responsibility for the maintenance of any State highway, or portion thereof, to the political subdivisions of Maryland, and the political subdivisions of Maryland are empowered to agree to accept title to, jurisdiction over, or the responsibility for the maintenance of said State highway, or portion thereof, from the Highway Administration.

WHEREAS, the Highway Administration has agreed to transfer to the County title to and jurisdiction over the hereinafter described section of road which was constructed by the State and the County has agreed to accept the same, subject to the terms and conditions of this Road Transfer Agreement.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH, that for and in consideration of One (\$1.00) Dollar payable by each party unto the other, the receipt and adequacy of which is hereby acknowledged by the parties hereto, and in further consideration of the conditions hereby set forth, the parties hereto agree as follows:

1. The Highway Administration does hereby agree to transfer unto the County, and the County does hereby agree to accept from the Highway Administration, title to and jurisdiction over the following described section of State Highway, hereinafter referred to as the "Roadway", as also shown the Exhibit attached hereto and incorporated herein.

SHA to Talbot County, Maryland

Part of Maryland Route 662C described as follows: All that portion of existing MD662C Longwood Road between a point west of the Relocated MD662C right of way at Baseline of Right of Way Station 6+28.10, shown on right of way plat no. 59003 running in a northerly direction along a tangent to intersect the Relocated MD662C right of way at Baseline of Right of Way Station 36+21.18 shown on right of way plat no. 59005 including all of the easements associated with the existing MD662C between these stations. Attached hereto is Exhibit 1 & 2 depicting the beginning and end point of the tangent section of existing MD662C that shall be transferred to the County.

2. Conveyance of the Roadway is subject to the following conditions:
 - A. Conveyance of the Roadway by Highway Administration to County shall be for no consideration, at no cost to the County, by deed approved by Highway Administration and County, which deed shall include as an Exhibit a certified copy of the Ordinance identified in Paragraph Three (3), below, and;
 - B. The effective date of the transfer of the Roadway to the County shall be upon the complete approval and execution of this Agreement and after performance or satisfaction of all of the following conditions precedent:
 - (1) Shore Health System, Inc. ("Shore Health System") shall have constructed or caused to be constructed Relocated Maryland Route 662C in accordance with an Access Permit No. 11APTA001XX issued to Shore Health System by the Highway Administration;
 - (2) Relocated Maryland Route 662C shall have been constructed in compliance with all permits, approvals, codes, plans, specifications, and other applicable standards (collectively the "Highway Construction Standards") of Highway Administration except to the extent that the Highway Administration shall have approved any waivers, changes, substitutions, or other deviations;

- (3) Highway Administration shall have determined that Relocated Maryland Route 662C is substantially complete and has been constructed in compliance with all Highway Construction Standards except as set forth in Subparagraph (2) above;
 - (4) Shore Health System shall have conveyed to Highway Administration by deed acceptable to Highway Administration a fee simple interest in and to the roadbed and right-of-way of Relocated Maryland Route 662C;
 - (5) Highway Administration shall have accepted Relocated Maryland Route 662C into the State Highway System and permanently opened Relocated Maryland Route 662C for use by the general public as a State Roadway;
 - (6) Shore Health System shall have constructed or caused to be constructed a new entrance to the Talbot County Community Center (herein "New TCC Entrance") in accordance with all permits, approvals, contracts, codes, plans, specifications, and other applicable standards (collectively the "Entrance Construction Standards") of County and the Town of Easton (herein the "Town"), and in accordance with certain plans, and specifications referred to or incorporated in a certain Development Rights and Responsibilities Agreement (DRRA) that will be processed no later than 120 days after the full execution of the Road Transfer Agreement except to the extent that County, as owner, and Town, as the municipality, having administrative and enforcement authority for building ordinances, codes, and standards, shall have approved any waivers, changes, substitutions, or other deviations;
 - (7) County and Town shall have determined that the New TCC Entrance has been completed and has been constructed in compliance with all Entrance Construction Standards;
 - (8) County shall have accepted the New TCC Entrance and opened the New TCC Entrance for use by the general public for access to the Talbot County Community Center.
- C. Subject to action by the County to close and dispose of the Roadway as set forth below in Paragraphs 4 through 6, inclusive, the Roadway will not be included in the County road inventory and the basis for allocations of funds to the County will not include the Roadway.
- D. Transfer of the Roadway to the County is made on an "as-is" basis, including the existing right-of-way, the existing condition of the roadway and all appurtenances.

E. County will accept title to and jurisdiction over said Roadway as of the effective date of transfer set forth in Paragraph 2 (B) above.

3. The Highway Administration will hereafter prepare a quit-claim deed conveying the title to the right-of-way in and to the Roadway to the County, subject to the approval of the Board of Public Works of Maryland. A copy of the deed, plat, and this Road Transfer Agreement will be presented to the County for review and approval, which approval shall be evidenced by a duly adopted County Ordinance, with the understanding that the Highway Administration will execute and record the deed upon Highway Administration's determination that conditions precedent in Paragraphs 2 B. (1) through (5), above have been fully performed in accordance with their terms to Highway Administration's reasonable determination ("Highway Administration Determination") and upon approval by the Maryland Board of Public Works, and upon written notification by County to Highway Administration that conditions precedent in Paragraphs 2 B. (6) through (8) have been fully performed in accordance with their terms to County's reasonable satisfaction ("County Notification"). Highway Administration will execute and record the deed within thirty (30) business days after the later of the Highway Administration Determination or County Notification.

4. Highway Administration acknowledges that the Roadway transfer to the County is for a valid public purpose of the County in connection with Shore Health System's relocation and construction of a new Hospital and Regional Medical Center. Highway Administration acknowledges that County intends to initiate proceedings to close the Roadway and dispose of the right-of-way in furtherance of the public

purposes of the County in accordance with the requirements of Article 25A § 5 (B), Md. Ann. Code and other applicable legal requirements.

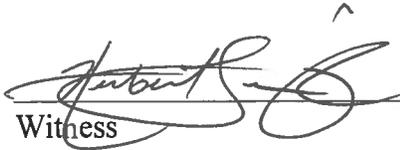
5. Highway Administration acknowledges that the County does not intend to open the Roadway for use by the general public as a County road, roadway, or highway, and that the County intends to close the Roadway and dispose of the right-of-way upon a finding that the Roadway is not needed for public use as a County road, roadway, or highway. Highway Administration further acknowledges it is aware that, upon conclusion of such proceedings as are required by Article 25A § 5 (B), Md. Ann. Code or otherwise, the County intends to convey title and possession of the right-of-way for no consideration to Shore Health System by confirmatory quitclaim deed, for use by Shore Health System in conjunction with property otherwise conveyed by the County to Shore Health System for construction of the new Hospital and Regional Medical Center. The Roadway shall be quitclaimed by the County to Shore Health System “as-is”, without warranty of title, with all faults applicable to the existing right-of-way, the existing condition of the roadway or any appurtenances, subject to outstanding claims or interests of any kind held or claimed by third parties, if any, and subject to all existing utility easements held by third parties, if any, and without any other warranty of any kind.

6. Highway Administration acknowledges that County may elect to initiate proceedings immediately upon execution of this Road Transfer Agreement, or at any time thereafter, in accordance with Article 25A § 5 (B), Md. Ann. Code or otherwise, to authorize the County to: (A) approve acquisition of the Roadway from Highway Administration subject to and contingent upon full performance or satisfaction of all

conditions precedent set forth in Paragraph 2, above, and further subject to compliance with the terms and provisions of this Road Transfer Agreement, and (B) to authorize the County, either simultaneously or sequentially, to close the right-of-way in accordance with requirements of law and thereafter to dispose of the Roadway as set forth in Paragraph 5, above. Highway Administration further acknowledges that County may initiate such proceedings at any time, either prior to Highway Administration's transfer of the Roadway to the County, in which case the Ordinance shall authorize the County's transfer and conveyance of after-acquired title, or at any time after said transfer by Highway Administration to the County, in either event subject to and contingent upon full performance or satisfaction of all of conditions precedent set forth in Paragraph 2, above, and further subject to compliance with the terms and provisions of this Road Transfer Agreement.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their proper officers thereunto duly authorized the day and year first written.

THE STATE HIGHWAY ADMINISTRATION
DEPARTMENT OF TRANSPORTATION


Witness

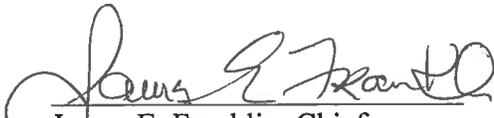
By: 
Gregory I. Slater, Director,
Office of Planning
and Preliminary Engineering

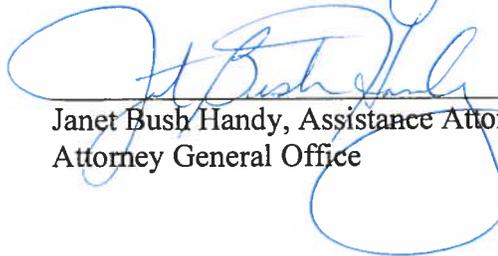
Date: 01/08/13

Date: 1/8/13

RECOMMENDED FOR APPROVAL

Approved as to form and legal sufficiency this
8 day of January, 2013


James E. Franklin, Chief
Property Asset Management


Janet Bush Handy, Assistance Attorney General
Attorney General Office

TALBOT COUNTY, MARYLAND

Signature Page

ATTEST:

TALBOT COUNTY, MARYLAND

Witness

By: _____
Dirck K. Bartlett, President
Talbot County Council

Date: _____, 20____

Approved as to form and legal sufficiency
this 13th day of February, 2013



Legal Counsel for Talbot County, Maryland

