

RESOLUTION NO. 3019

A RESOLUTION OF THE CITY OF SALISBURY, MARYLAND, FOR THE PURPOSE OF SURPLUSING A PORTION OF THE CITY-OWNED PROPERTY LOCATED ON EAST MARKET STREET, SALISBURY, MARYLAND 21801, AND APPROVING A CONTRACT TO SELL THE SURPLUSSED PROPERTY TO THE STATE OF MARYLAND FOR A CONTRACT PRICE.

WHEREAS, the City of Salisbury owns property known as 312 East Market Street in Salisbury, Maryland, Map 107, Parcel 904, which is now part of a remnant parcel; and

WHEREAS, the State Highway Administration of Maryland (SHA) is widening U.S. Route 13 and making improvements of the areas adjacent to U.S. Route 13; and

WHEREAS, SHA has presented an Option Contract to purchase a portion of parcel 904 from the City, said portion being .077 acres; and

WHEREAS, the Director of Procurement has recommended that this .077 acre portion of the property be surplusued; and

WHEREAS, the City of Salisbury acquired the parcel by deed dated March 2, 1982, and recorded in the Wicomico County, Maryland Land Records in Liber 970, Folio 629; and

WHEREAS, the square footage of this vacant land is only 3,346, and does not make it a buildable lot; and


WHEREAS, this sale is exempt from competitive bidding pursuant to Salisbury Municipal Charter 16-3.A.(9) which provides an exemption for contracts in which the City receives a contract price negotiated by the State, County, or other governmental entity pursuant to a valid contract, and pursuant to Salisbury Municipal Code, Section 2.36.090 B.


NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Salisbury, Maryland does hereby approve the sale from the City of Salisbury to the State Highway Administration of Maryland, pursuant to the Standard Option Contract dated September 30, 2019, attached hereto and made a part hereof, and being a portion the real property located at 312 East Market Street, Parcel # 904, Salisbury, Maryland 21801, as shown on State Highway Administration plat numbered 60836 and designated as "City of Salisbury 111041."

BE IT FURTHER ENACTED AND RESOLVED that above described property on the attached plat is hereby surplusued.

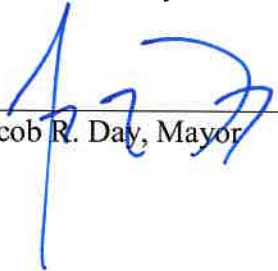
THE ABOVE RESOLUTION was introduced, read and passed at the regular meeting of the Council of the City of Salisbury held on this 9<sup>th</sup> day of March, 2020 and is to become effective immediately upon adoption.

ATTEST:

  
Kimberly R. Nichols  
CITY CLERK

  
John R. Heath  
PRESIDENT, City Council

APPROVED by me this 10<sup>th</sup> day of MARCH, 2020.

  
Jacob R. Day, Mayor



City of  
**Salisbury**  
Jacob R. Day, Mayor

**To:** City Council  
**From:** Jennifer Miller  
Director of Procurement  
**Date:** March 5, 2020  
**Subject:** Recommendation for Surplus  
312 E. Market Street

The City of Salisbury has received an offer from the State of Maryland State Highway Administration (SHA) to purchase City-owned Parcel 904 located at 312 E. Market Street. Its location and size, .077 acre, makes this parcel of land is too small to serve as a parcel for redevelopment on its own. Should Council approve the sale to SHA, it is my understanding that this will remain a landscaped area but will be enhanced with storm water improvements.

Per §16-3.A.(9) Competitive Bidding, Exceptions, the City may choose to waive competitive bidding for "Contracts in which the City receives a contract price negotiated by the State, County, or other governmental entity pursuant to a valid contract."

It is my recommendation that this parcel be designated as surplus land by the City Council, and allow the City to proceed with the sale to SHA.

cc Jacob Day  
Julia Glanz  
Andy Kitzrow

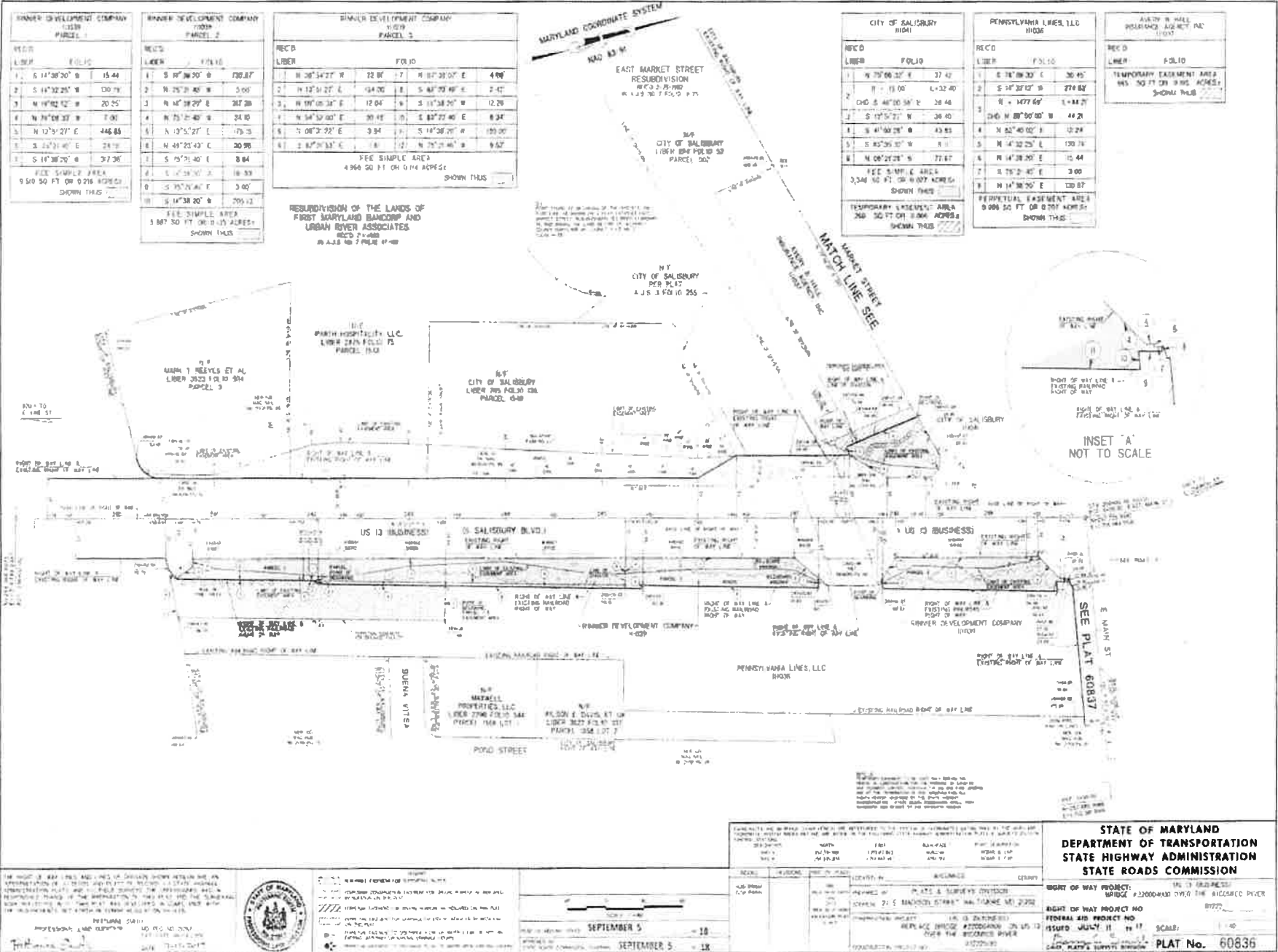


Exhibit No.1

SHA 63.30-10(02/01/95)  
Office of Real Estate

Standard Option Contract  
with the  
State Highway Administration

R/W Contract No.  
WI222A31  
Item No.

660 West Road  
Salisbury, Maryland 21802

of the  
Maryland Department of Transportation

111041

THIS OPTION, granted this 30<sup>th</sup> of September in the year 2019,

BY:

Name:  
City of Salisbury, Maryland

Address:  
125 N. Division Street  
Salisbury, MD 21801

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. **WI2225180** for the improvements to **US 13 (Business) Bridge #220004000 Over The Wicomico River in Wicomico County**.
- 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 Fifty-Three Thousand Six Hundred Fifty Dollars (\$53,650.00)** 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 on the westside of US 13 Business between the outermost lines designated "Right of Way Line", as shown and/or indicated, on State Highway Administration's **Plat Numbered 60836 (Issued 7/11/17)**, 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. **TEMPORARY CONSTRUCTION EASEMENT: TOGETHER** with the temporary right during the period of construction to use the area of land shown hatched thus [ ] on the aforesaid plat for the purpose of erosion and sediment control, sidewalk tie-ins and fine grading and at the termination of construction, all rights hereby acquired by the State Highway Administration – State Roads Commission shall then terminate and revert back to the property owner.

E. **ON-SITE IMPROVEMENTS:** IT IS FURTHER AGREED that the cash consideration of **\$53,650.00** called for on page one, paragraph 'B' of this contract includes the sum of **\$3,029.00** as payment in full for all trees, shrubs, paving, flowers, curbing and other on-site improvements that lie within the fee and/or easement areas to be conveyed.

E. **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:  
City of Salisbury, Maryland

Address:  
125 N. Division Street  
Salisbury, MD 21801

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 Salisbury, Maryland, its heirs, successors 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 \$53,650.00 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 GRANTORS have hereunto set their hands and seals.  
SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

WITNESS/ATTEST

Walter Judd Vickers

Jacob R. Day (SEAL)  
Jacob R. Day, Mayor, City of Salisbury, Maryland

WITNESS/ATTEST

\_\_\_\_\_ (SEAL)

STATE OF Maryland COUNTY OF Wicomico

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

Jacob R. Day, Mayor

personally appeared and each severally acknowledged t(SEAL)he 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 30th of September in the year 2019



NOTARY PUBLIC Walter Judd Vickers

NOTARY SEAL

My Commission expires 03/12/2022

The foregoing option is hereby accepted this 8th of October in the year 2019.

STATE HIGHWAY ADMINISTRATION  
of the  
DEPARTMENT OF TRANSPORTATION OF MARYLAND

by: [Signature]

**AFFIDAVIT OF NO ENCUMBRANCES**

I, the undersigned, do hereby make the following affidavit for the purpose of inducing the State Roads Commission of the State Highway Administration, acting for and on behalf of the State of Maryland,

To accept title to property known as: 0.077 acres of fee land, that is located on the west side of US13 Business in Salisbury, MD.

Item No.: 111041

Name: City of Salisbury, Maryland

and for the purpose of inducing State Roads Commission to pass the title to said property.

There are no unpaid bills or claims for labor or services performed, or for material furnished or delivered on the above described real property. There are no chattel mortgages, conditional bills of sale, retention of title agreements or personal property leases affecting any kind or nature on or about or appurtenant to said real property.

The undersigned further certifies that there is no existing lease on said premises and that here are no unpaid mortgages, judgments, liens, chattel mortgages or outstanding contracts of sale against the above described property other than those accounted for and paid at the time of settlement.

The undersigned further agrees, consents and covenants that in the event they receive any sum or sums in partial payment or in full settlement for the purchase of the aforesaid property, either prior to or subsequent to title examination of said property, and any such existing encumbrances enumerated aforesaid are not made part of the title examination of said property, to reimburse the State Highway administration, its representatives, attorneys, servants, agents and employees, the amount of said encumbrances immediately upon it being disclosed.

ATTEST/WITNESS:

_____	_____ (SEAL)
	Jacob R. Day, Mayor
_____	_____ (SEAL)
_____	_____ (SEAL)

SUBSCRIBED AND SWORN to before me this \_\_\_\_ day of \_\_\_\_\_, 2020.

Notary Seal

\_\_\_\_\_  
Notary Public

My Commission Expires \_\_\_\_\_

cc: (2) Assembly  
Property Owner



# SETTLEMENT SHEET

Date: \_\_\_\_\_

Property Name: City of Salisbury, Maryland

Property Address: 312 East Market Street

Salisbury, Maryland 21801

Item No.: 111041

Contract No.: WI222A31

Amount of Option: \$53,650.00

Deposited in Court \$ \_\_\_\_\_

Delivered at Settlement \$53,650.00

**TOTAL** \$53,650.00

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## RECEIPT

Date: \_\_\_\_\_

I hereby acknowledge receipt of \$53,650.00

To be withdrawn from Court \$0

Previously withdrawn from Court \$

**TOTAL** \$53,650.00

\_\_\_\_\_  
Jacob R. Day, Mayor

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

CERTIFIED TRUE AND CORRECT

\_\_\_\_\_  
State Highway Administration  
Settlement Officer

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DEED

Mailing Address:  
Records and Research Section  
707 North Calvert Street  
Baltimore, Maryland 21202

TO  
THE STATE OF MARYLAND  
TO THE USE OF  
THE STATE HIGHWAY  
ADMINISTRATION  
OF THE  
MARYLAND DEPARTMENT OF  
TRANSPORTATION

Right of Way Item No. 111041  
R/W Contract No. WI222A31

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**THIS DEED** made this \_\_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_.

From **CITY OF SALISBURY, a municipal corporation of the State of Maryland**, Grantor, unto the State of Maryland to the use of the State Highway Administration of the Department of Transportation, Grantee.

WHEREAS, the State Highway Administration of the Maryland Department of Transportation, acting for and on behalf of the State of Maryland, finds it necessary to acquire the land, easements, rights and/or controls, located in Wicomico County and shown and/or indicated on State Highway Administration Plat numbered **60836**, which plat has been or is intended to be filed for record with and electronically recorded by the Maryland State Archives, in order to lay out, open, establish, construct, extend, widen, straighten, grade and improve as a part of the State Roads System of Maryland, a highway and/or bridge, together with the appurtenances thereto belonging, known as US 13 (Business) Replace Bridge #2200040000 on US 13 over the Wicomico River under its Contract Number WI2225180, and to thereafter use, maintain and/or further improve said highway and/or bridge, as a part of the Maryland State Roads System; and


WHEREAS, the total payment per §10-912(b) of the Tax-General Article of the Annotated Code of Maryland is Fifty-Three Thousand Six Hundred Fifty and 00/100 Dollars (\$53,650.00); and

WHEREAS, the undersigned certifies under penalties of perjury that the following is true to the best of his knowledge, information and belief, that in accordance with §10-912(d)(1)(i) of the Tax-General Article of the Annotated Code of Maryland, Grantor is a resident entity under Section 10-912 (a) (4) of the Tax-General Article of the Annotated Code of Maryland, the undersigned is an agent of Grantor, and the undersigned has the authority to sign this document on Grantor's behalf.

NOW, THEREFORE, THIS DEED WITNESSETH: That for and in consideration of the above premises, One Dollar (\$1.00) and other good and valuable consideration, the receipt whereof is hereby acknowledged, Grantor does hereby grant and convey unto the STATE OF MARYLAND, TO THE USE OF THE STATE HIGHWAY ADMINISTRATION OF THE MARYLAND DEPARTMENT OF TRANSPORTATION, its successors and assigns, FOREVER IN FEE SIMPLE, all right, title and interest, free and clear of all liens and encumbrances, in and to:

ALL THE LAND, containing 3,346 square feet or 0.077 of an acre of land, more or less, together with the appurtenances thereto belonging, or in anywise appertaining, lying between the outermost lines designated "Right of Way Line" as shown shaded on State Highway Administration Plat numbered 60836, all of which plat is made a part hereof, so far as the property and/or rights may be affected by the said proposed highway and/or bridge, and the appurtenances thereto belonging, or in anywise appertaining.

A reduced copy of State Highway Administration Plat numbered 60836 is attached hereto and incorporated herein as Exhibit No. 1.

TOGETHER with the temporary right during the period of construction to use the area of land containing 260 square feet or 0.006 of an acre of land, more or less, shown hatched thus  on State Highway Administration Plat numbered 60836, for the purpose of erosion and sediment control, sidewalk tie-ins and fine grading. Upon completion of this construction, all right to utilize this area by the State Highway Administration shall cease to exist.

BEING a part of the same property conveyed by a deed dated June 7, 1989 and recorded April 19, 1989 among the Land Records of Wicomico County, Maryland in Liber No. 1182, folio 777, from C. Stanley Morris and Don E. Richardson, and Grant's Transmission Service, Inc., a body corporate unto the City of Salisbury, a municipal corporation of the State of Maryland

TOGETHER with the buildings and improvements thereupon erected, made or being and all and every the rights, roads, alleys, ways, waters, privileges, appurtenances and advantages, to the same belonging, or anywise appertaining.

AND GRANTOR DOES hereby covenant and agree, on behalf of itself, its successors and assigns, to abide by and respect each and every control or restriction set forth in this instrument of writing, it being the intention of this conveyance to perpetuate all the rights and privileges granted to the State of Maryland, to the use of the State Highway Administration, by this deed. It is expressly understood and agreed that these covenants shall run with and bind upon Grantor, its successors and assigns, forever.

IT IS UNDERSTOOD AND AGREED that the actual consideration paid by Grantee to Grantor shall constitute full and final payment for the Grantee's acquisition of the land, easements, rights, privileges and controls, as well as Grantee's use thereof, all as described herein including, if applicable, any damages available under Section 12-104 of the Real Property Article of the Annotated Code of Maryland.

TO HAVE AND TO HOLD the land and premises above described and mentioned and hereby intended to be conveyed unto the proper use and benefit of the State of Maryland, to the use of the State Highway Administration of the Maryland Department of Transportation, its successors and assigns, forever in fee simple, together with the rights, easements, privileges and controls hereinbefore mentioned.

AND Grantor covenants that it has neither done, nor suffered to be done, anything to encumber the property, easements and/or rights, etc., hereby conveyed and that it will execute such other and further assurance of same as may be requisite and will specially warrant the herein conveyed property.

The actual consideration paid by Grantee to Grantor is Fifty-Three Thousand Six Hundred Fifty and 00/100 Dollars (\$53,650.00).

IN WITNESS WHEREOF Grantor has hereunto caused this instrument to be executed and delivered by its proper and duly authorized officer as the act and deed of said entity.

ATTEST:

CITY OF SALISBURY,  
a municipal corporation of the State of Maryland

By: \_\_\_\_\_ (Seal)  
JACOB R. DAY, Mayor

STATE OF MARYLAND - COUNTY OF \_\_\_\_\_

I hereby certify that, before me, the subscriber, a NOTARY PUBLIC of the STATE OF MARYLAND, in and for \_\_\_\_\_ County, personally appeared **Jacob R. Day**, who acknowledged himself to be the Mayor of the City of Salisbury, a municipal corporation of the State of Maryland ("Corporation") and that he, as such officer, being authorized so to do executed the foregoing deed on behalf of the Corporation and certified that this conveyance is not 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 the Corporation.

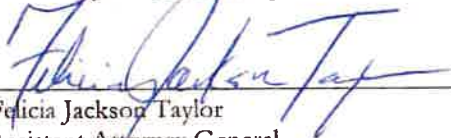
AS WITNESS MY HAND AND NOTARIAL SEAL this \_\_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_.

\_\_\_\_\_  
Notary Public (Seal)

My Commission Expires:

Return Recorded Deed to:  
Chief  
Records and Research Section  
State Highway Administration  
707 North Calvert Street  
Baltimore, MD 21202

I HEREBY CERTIFY that this instrument was prepared under my supervision, an attorney admitted to practice by the Court of Appeals of Maryland.

  
\_\_\_\_\_  
Felicia Jackson Taylor  
Assistant Attorney General

As a transfer of property to an agency of the State of Maryland, this instrument is not subject to recordation tax (Pursuant to Section 12-108(a) of the Tax-Property Article of the Annotated Code of Maryland) and transfer tax (Pursuant to Section 13-207(a)(1) of the Tax-Property Article of the Annotated Code of Maryland).

This instrument is being presented for recording by, or on behalf of, an agency of the State of Maryland, which is a party to this instrument. Therefore, for the reasons described in a letter from the Office of the Attorney General dated December 21, 2001, this instrument is to be recorded without charge for the recording fee and Real Property Records Improvement Fund surcharge which would otherwise be due pursuant to Section 3-601 of the Real Property Article and Section 13-604 of the Courts and Judicial Proceedings Article, respectively, of the Annotated Code of Maryland.