

Commissioners of Bel Air
Agenda
October 1, 2018

Resolution 1116-18

REALIGNMENT OF UPPER CHESAPEAKE DRIVE

RECOMMENDED MOTION: that Resolution 1116-18 Realignment of Upper Chesapeake Drive be received by the Board of Town Commissioners

BACKGROUND

On December 7, 2017 the Bel Air Planning Commission granted approval for expansion to the parking area for the Upper Chesapeake Medical campus and recommended approval of a realigned Upper Chesapeake Drive. Article IV, Section 401-40 of the Town Charter and Article XI, Section 165-81 of the Bel Air Development Regulations provide for acceptance of the proposed public road right-of-way and approval of the exchange of land between University of Maryland – Upper Chesapeake Health System (UM-UCHS) and the Town of Bel Air. In this case, the property of the existing road to be abandoned will be exchanged for the proposed road right-of-way with no monetary consideration.

PRIMARY ISSUES

A graphic representation of the proposed right-of-way revision is provided on Exhibit A enclosed with the Resolution. The realignment of Upper Chesapeake Drive enables the hospital to configure parking in a more efficient manner and provide additional spaces close to the main entrance of the facility. In addition, the straightened road provides greater sight distance for those crossing at designated locations. The Planning Commission was concerned with vehicle speed and conditioned the approval of the Site Plan on installation of two elevated crosswalks in locations where pedestrians are most likely to cross the road.

DISCUSSION

The current Upper Chesapeake Drive operates under an existing Agreement dated April 18, 2011. However, a new agreement will be recorded referencing revised plats and documents consistent with recent changes to the hospital campus. This agreement does ^{not} materially differ with the previous one insuring that all costs related to maintenance, repair and replacement of road infrastructure is assumed by UM-UCHS. Costs related to creation, recordation of the Plat, Deeds and Agreement will also be borne by UM-UCHS along with all costs for construction of the proposed road.

RECOMMENDATION

The Staff recommends receipt of Resolution 1116-18 providing for exchange of property to facilitate the realignment of Upper Chesapeake Drive

RESOLUTION NO. 1116-18

REALIGNMENT OF UPPER CHESAPEAKE DRIVE
IN THE TOWN OF BEL AIR

WHEREAS, Article IV, Section 401-40 of the Charter of the Town of Bel Air and Article XI, Section 165-81 of the Town Development Regulations authorizes the Board of Town Commissioners to approve the realignment of Upper Chesapeake Drive within the campus of University of Maryland Upper Chesapeake Medical Center, except as may be under jurisdiction of the MD State Highway Administration; and

WHEREAS, the Bel Air Planning Commission has reviewed the revised road alignment and recommended approval of the proposed Upper Chesapeake Drive consistent with the attached Exhibit A as depicted on the approved subdivision plan; and

WHEREAS, the University of Maryland Upper Chesapeake Health System (UM-UCHS) has provided draft Deeds of Conveyance consistent with Exhibit A exchanging property currently owned by the Town with property owned by UM-UCHS at no cost to either party; and

WHEREAS, all costs associated with the conveyance of land, recordation of property and construction of the proposed road will be borne by UM-UCHS; and

WHEREAS, the Board wishes to update the control and maintenance of Upper Chesapeake Drive under a new Public Road Right-of-Way Agreement insuring that all maintenance, upgrades and expenses associated with operation will be assumed by UM-UCHS; and

WHEREAS, the Town Board has determined that modifying Upper Chesapeake Drive is warranted in order to improve parking accommodation and traffic operation within the medical campus.

NOW, THEREFORE, BE IT RESOLVED by the Board of Town Commissioners of Bel Air that Resolution No. 1116-18, establishing the new alignment for Upper Chesapeake Drive shall be approved as follows:

AND BE IT FURTHER RESOLVED by the Bel Air Board of Town Commissioners that this Resolution shall become effective upon the date of its passage.

PASSED AND APPROVED:

AYES:

NAYS:

ABSENT:

Susan U. Burdette, Chair
Board of Town Commissioners

Michael Krantz, Town Clerk

September 20, 2018

Mr. Kevin L. Small, RLA, AICO, LEED GA
Director of Planning and Community Development
Town of Bel Air
705 Churchville Rd
Bel Air, MD 21014

REF: Upper Chesapeake Road Realignment

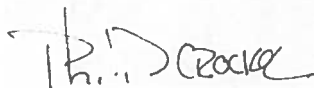
Dear Kevin,

I am requesting that the Board of the Town Commissioners relinquish the right-of-way and property currently owned by the Town and add the right-of-way and property owned by UM-UCHS for the realignment of the public road (Upper Chesapeake Drive) through the medical campus.

I have attached the draft deeds, plat and agreement previously submitted for your reference. The site plans associated with this work are on file with the planning department

Please call me if you need additional information or clarifications.

Sincerely,



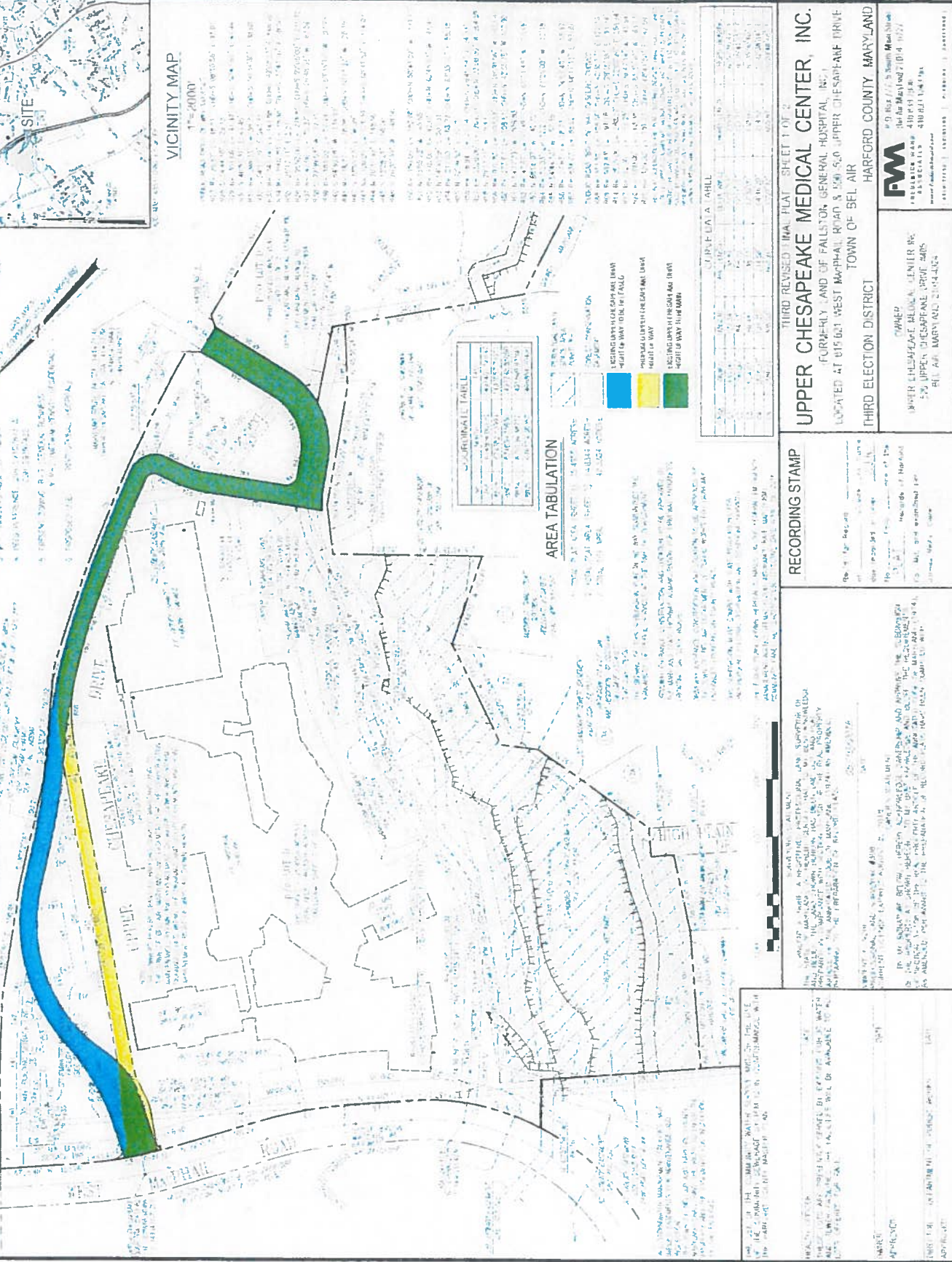
Philip D. Crocker
Senior Project Manager

Cc: Robin Luxon – UM-UCHS
Aaron Rabinowitz – UM-UCHS
Lou Schaffer - FWA

SUBDIVISION DATA

VETERAN VETERANS MEMORIAL HIGHWAY
 MARYLAND ROUTE 21

1. NUMBER OF LOTS: 10
 2. LOT AREA: 10,000 SQ. FT.
 3. PERCENTAGE ADJACENT TO HIGHWAY: 100%
 4. PERCENTAGE ADJACENT TO WATER: 0%
 5. PERCENTAGE ADJACENT TO AIR: 0%
 6. PERCENTAGE ADJACENT TO RAILROADS: 0%
 7. PERCENTAGE ADJACENT TO UTILITIES: 0%



VICINITY MAP

1:2000
 THIS MAP SHOWS THE LOCATION OF THE SITE IN RELATION TO THE VETERAN VETERANS MEMORIAL HIGHWAY (MARYLAND ROUTE 21) AND THE TOWN OF SEL AIR. THE SITE IS LOCATED AT THE INTERSECTION OF UPPER CHESAPEAKE DRIVE AND HIGH LANE ROAD.

LEGEND

Blue	EXISTING ASPHALT DRIVE
Yellow	EXISTING ASPHALT DRIVE
Green	EXISTING ASPHALT DRIVE

AREA TABULATION

THIS AREA TABULATION IS BASED UPON THE AREA TABULATION MAP AND THE AREA TABULATION MAP IS BASED UPON THE AREA TABULATION MAP AND THE AREA TABULATION MAP IS BASED UPON THE AREA TABULATION MAP.

RECORDING STAMP

RECORDED
 INDEXED
 FILED
 MARYLAND DEPARTMENT OF TRANSPORTATION
 BALTIMORE, MARYLAND

UPPER CHESAPEAKE MEDICAL CENTER, INC.
 FURCHLEY AND OF FALLSTON, GENERAL HOSPITAL, INC.
 LOCATED AT 615.61 WEST HOPKIN ROAD & 650 S.O. UPPER CHESAPEAKE DRIVE
 TOWN OF SEL AIR
 HARFORD COUNTY, MARYLAND

THIRD REVISION FINAL PLAT SHEET 1 OF 2
 UPPER CHESAPEAKE MEDICAL CENTER, INC.
 FURCHLEY AND OF FALLSTON, GENERAL HOSPITAL, INC.
 LOCATED AT 615.61 WEST HOPKIN ROAD & 650 S.O. UPPER CHESAPEAKE DRIVE
 TOWN OF SEL AIR
 HARFORD COUNTY, MARYLAND

PUBLIC ROAD RIGHT OF WAY AGREEMENT

DRAFT

THIS ROAD RIGHT OF WAY AGREEMENT (the "Agreement") is made as of the _____ day of _____, 2018, by UPPER CHESAPEAKE MEDICAL CENTER, INC., a Maryland corporation ("UCMC") and UPPER CHESAPEAKE MEDICAL CENTER LAND CONDOMINIUM, INC. a Maryland corporation ("UCMCLC") and The TOWN OF BEL AIR, a Maryland municipal corporation (the "Town").

Preliminary Statement

UCMCLC owns the real property located in the Town of Bel Air, Maryland, and commonly known as the Upper Chesapeake Medical Center Campus Condominium ("UCMC Campus"). The UCMC Campus is improved by the Upper Chesapeake Medical Center hospital, professional office buildings, garage structure, and accessory structures and improvements. The UCMC Campus property is described in more detail on condominium plats recorded among the Land Records of Harford County in Condominium Plat Book JJR 19, folio 43. Revised plats will be recorded in conjunction herewith.

The Town of Bel Air has agreed to accept dedication of a portion of Upper Chesapeake Drive as a public road right-of-way for public use and to accept the portion of Upper Chesapeake Drive into the Town of Bel Air public road system.

The existing Upper Chesapeake Drive does not satisfy all of the requirements of the Harford County Road Code which has been adopted by the Town of Bel Air. Due to the unique location, design and usage of the Upper Chesapeake Drive, the Planning Commission of the Town of Bel Air has recommended acceptance of a realigned Upper Chesapeake Drive into the public road system of the Town of Bel Air despite the failure of the road to meet all of the requirements of the Road Code and such acceptance has been approved by the Board of Town Commissioners of the Town of Bel Air by Resolution, duly adopted.

The purpose of this Agreement is to set forth the rights and obligations of the parties with respect to the public road.

NOW, THEREFORE, in consideration of the Preliminary Statement, which is incorporated herein by this reference, the consideration set forth hereinafter, the covenants and agreements set forth herein and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the UCMC, UCMCLC, and Town agree and declare as follows:

ARTICLE 1 - DEDICATION

Section 1.01. Dedication of the Right of Way. UCMCLC shall dedicate, grant, and convey to the Town a public road right-of-way in, over, and across the land designated as “PUBLIC ROAD RIGHT OF WAY 66,282 SQ. FT. (1.5216 ACRES+/-) (INCLUDED AS PART OF LOT D)” on the Third Revised Final Plat – Sheet 1 of 2, Upper Chesapeake Medical Center, Inc. recorded among the Land Records of Harford County in Plat Book JJR _____, folio _____, pursuant to the terms of the Public Road Right of Way Deed, a copy of which is attached here to as Exhibit A. The Town shall sign the Deed to evidence the Town's acceptance of the dedication. The Deed shall be recorded among the Land Records of Harford County by UCMC at its expense.

Section 1.02 Rights Reserved. UCMC, UCMCLC, their employees and invitees, shall have reasonable rights to utilize the Public Road Right of Way for ingress, egress, and access, in common with the public and to maintain driveway entrances and private roadways which access onto the Public Road Right of Way. UCMC and UCMCLC also shall have the right to use, occupy and enjoy the subsurface under the Public Road Right of Way for any purpose which does not unreasonably interfere with the safe and proper use and enjoyment of the Public Road Right of Way. The provisions of this Agreement shall not be construed so as to prohibit or limit in any way the right of UCMC and UCMCLC to construct, alter, replace, reconstruct, or repair any utilities under the Public Road Right of Way, subject only to the restrictions specifically set forth in this Agreement.

ARTICLE II - MAINTENANCE AND OPERATION

Section 2.01 Improvement and Maintenance of the Public Road Right of Way.

(a) **Initial Improvements.** UCMC shall be responsible to make the improvements described in plans entitled “Upper Chesapeake Medical Center Bel Air Maryland _____” submitted to and approved by the Town and dated _____, 2018. These improvements will also include Stormwater Management, Utility Adjustments, Lighting and Landscaping, Road and Storm Drain construction Signage and Striping.

(b) **Responsibility for Maintenance.** All necessary maintenance, snow removal, repairs and replacements of any improvements in the public road right of way (referred to herein as “Maintenance”) shall be performed by UCMC and UCMCLC at their sole expense and liability. All Maintenance shall be done so as to keep the Public Road Right of Way in a safe and functional condition at all times, in good order and repair, reasonably clean and well lit, all in accordance with applicable codes, regulations and policies of the Town of Bel Air. In connection with such Maintenance, but not in limitation thereof, the UCMC and UCMCLC shall:

(i) maintain, repair and resurface the traffic lanes, curbs, and sidewalks to prevent the same from becoming unsightly or unsafe, and repair all potholes and cracks to the extent reasonably necessary.

(ii) remove papers, debris, filth, and refuse from, and periodically sweep, the public road right-of-way.

(iii) promptly clear snow and ice from the public road right-of-way.

(iv) maintain, repaint or replace, as necessary, any directional signs, markers, pavement striping or lights in the public road right-of-way.

(v) The Director of Public Works of the Town of Bel Air or his designee shall have the right to inspect the Public Road Right of Way. If the Director of Public Works or his designee reasonably determines that the Public Road Right of Way requires maintenance or repairs, he shall notify UCMC and UCMCLC in writing. UCMC and UCMCLC shall perform such repairs or maintenance as are reasonably required within 30 days after notice from the Town.

(vi) UCMC and UCMCLC shall have the right to construct, alter, replace, reconstruct or repair any utilities under the Public Road Right of Way ("Utility Work"). Any areas or improvements disturbed as a result of such Utility Work shall be promptly restored to a condition comparable to the condition that existed immediately prior to the disturbance.

(vii) All traffic control signs and markings shall conform to the Maryland Manual of Uniform Traffic Control Devices and be approved by the Director of Public Works for the Town of Bel Air.

(c) Reimbursement. If UCMC and UCMCLC fail to perform maintenance within thirty (30) days after notice from the Town, the Town may perform such Maintenance. In such event, UCMC and UCMCLC shall reimburse the Town for the cost of such Maintenance within thirty (30) days after written notice from the Town.

(d) Standard of Work. All work (including, without limitation, construction, installation, restoration, and Maintenance) done hereunder shall be performed in a good and workmanlike manner, with a minimum of inconvenience to the public, and in accordance with all applicable legal requirements.

(e) Posted Speed Limit. The Town authorizes a 15 mph posted speed limit for the Public Road Right of Way. The posted speed limit shall not be changed by the Town without the express written consent of UCMC.

ARTICLE III - LIABILITY AND INDEMNIFICATION

Section 3.01 Liability; Indemnification. UCMC shall indemnify and hold the Town of Bel Air, and its employees, and officers (the "Indemnified Parties") harmless from and against any and all loss, cost, damage, liability and expense (including, without limitation, reasonable attorneys' fees) for any damage to property, or for injury to or death of any person arising from the Town's acceptance of the public road right-of-way into the public road system.

Section 3.02 Liability Insurance.

UCMC and UCMCLC shall maintain or cause to be maintained public liability (i.e., such as commercial, general liability insurance), insurance insuring against claims on account of loss of life, bodily injury or property damage that may arise from or be occasioned by, (i) the use of the Public Road Right of Way or (ii) the negligence, or reckless or willful misconduct of UCMC or UCMCLC. Such insurance shall be carried by a reputable insurance company or companies qualified to do business in the State of Maryland and shall have combined single-limit coverage for loss of life, injury to persons or damage to property in an amount of not less than \$1,000,000.00 per claim and \$3,000,000.00 per occurrence in the aggregate. All such insurance shall include provisions denying to the insurer subrogation rights against the Town to the extent such rights have been waived by the insured prior to the occurrence of damage or loss. UCMC and UCMCLC hereby waive any rights of recovery against the Town, its officers, employees and agents, for any damage or consequential loss that would be covered by a standard "all risks" property or any other insurance policy, whether or not such insurance is in place, and whether or not such damage or loss shall have been caused by any acts or omissions of the Town or its officers, employees or agents. The Town shall be provided a certificate of insurance and endorsements listing the Town and its officers and officials as an additional insured on the UCMC/UCMCLC General Liability Insurance Policy.

ARTICLE IV - REMEDIES

Section 4.01 Injunctive and Other Remedies. In the event of a breach by a party of any obligation of this Agreement, the other party shall be entitled (i) to obtain an order specifically enforcing the performance of such obligation or an injunction prohibiting any such breach, the parties hereto hereby acknowledging the inadequacy of legal remedies and the irreparable harm which would be caused by any such breach, and or (ii) to relief by other available legal and equitable remedies from the consequences of such breach.

Section 4.02 Non-Waiver. No delay or omission by a party in the exercise of any right accruing upon any default hereunder shall impair such right or be construed to be a waiver thereof, and every such right may be exercised at any time during the continuance of such default. A waiver by a party of a breach of, or a default in, any of the terms or conditions of this Agreement by the other party shall not be construed to be a waiver of any subsequent breach of or default under the same provision or any other provision of

this Agreement. Except as otherwise specifically provided in this Agreement, (i) no remedy provided in this Agreement shall be exclusive but each shall be cumulative with all other remedies provided in this Agreement and (ii) all remedies at law or in equity shall be available.

Section 4.03 Rights and Remedies Cumulative. Except as otherwise expressly stated herein, all rights and remedies which the parties may have under this Agreement or by operation of law, either at law or in equity, shall be distinct, separate, and cumulative, and shall not be deemed inconsistent with each other, and the exercise by the parties of one or more such rights and remedies shall not preclude the exercise by it, at the same time or at different times, of any other rights or remedies provided for herein or at law or in equity for the same default or any other default.

ARTICLE V - EFFECT OF THIS AGREEMENT

Section 5.01 Binding Effect. Any transferee of the Property of UCMC shall automatically be deemed, by acceptance of the title to the Property of UCMC, to have assumed all obligations of the UCMC under this Agreement and to have agreed to be bound by and to observe all of the covenants and restrictions set forth herein.

Section 5.02 No Third Party Beneficiary. The parties hereto agree that nothing herein is intended to create in the public or any member thereof, third party beneficiary status in connection herewith.

Section 5.03 No Individual Liability. No elected official, appointed official, employee, servant, agent or law enforcement officer shall be held personally liable under this Agreement because of its enforcement or attempted enforcement provided they are acting within the course and scope of their employment or governmental duties and responsibilities.

ARTICLE VI - NOTICES

Section 6.01 Notices. All notices, requests, demands or other communications hereunder (collectively, "Notices") shall be in writing and deemed given (i) when delivered personally, or (ii) three (3) business days after deposited in the U.S. Mail, by registered or certified mail, return receipt requested, postage prepaid, and addressed to the addressee at the following mailing address: UCMC and UCMCLC, 520 Chesapeake Drive, Suite 405, Bel Air, MD 21014; Town of Bel Air, Attn: Town Administrator, 39 Hickory Avenue, Bel Air, Maryland 21014.

ARTICLE VII - MISCELLANEOUS

Section 7.01 Miscellaneous.

(a) If any provision of this Agreement, or any portion thereof, or the application thereof to any person or circumstances, shall to any extent be held invalid, inoperative or unenforceable, the remainder of this Agreement, or the application of such

provision or portion thereof to any other persons or circumstances, shall not be affected thereby. It shall not be deemed that any such invalid provision affects the consideration for this Agreement. Each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

(b) This Agreement shall be governed by and construed in accordance with the laws of the State of Maryland without regard to principles of conflicts of laws.

(c) The headings and captions in this Agreement are for convenience only, shall in no way define or limit the scope or content of this Agreement, and shall not be considered in any construction or interpretation of this Agreement or any part thereof.

(d) Nothing in this Agreement shall be construed to make the parties hereto partners or joint ventures or render either party liable for the debts or obligations of the other.

(e) This Agreement shall be binding upon and inure to the benefit of the parties hereto and their successors and assigns.

(f) This Agreement may only be amended or modified by an amendment in writing executed and acknowledged by the parties.

(g) Nothing in this Agreement is intended to be or shall be construed as a waiver of sovereign immunity by the Town or any defenses or limitations of liability available to the Town, and nothing herein shall modify or waive any provision of the Maryland Tort Claims Act.

Section 7.02 – Termination. The PUBLIC ROAD RIGHT OF WAY AGREEMENT dated April 18, 2011 by UPPER CHESAPEAKE MEDICAL CENTER, INC., UPPER CHESAPEAKE MEDICAL CENTER LAND CONDOMINIUM, INC. and The TOWN OF BEL AIR is hereby terminated, nullified and cancelled in its entirety as though never created.

(Signatures appear on next page)

IN WITNESS WHEREOF, the Town, UCMC and UCMCLC have caused this Agreement to be executed and sealed as of the day and year first above written by their duly authorized representatives.

WITNESS: UPPER CHESAPEAKE MEDICAL CENTER, INC.

By: _____
Lyle E. Sheldon, President

WITNESS: UPPER CHESAPEAKE MEDICAL CENTER LAND CONDOMINIUM, INC.

By: _____
Lyle E. Sheldon, President

WITNESS: TOWN OF BEL AIR

By: _____

STATE OF MARYLAND, COUNTY OF HARFORD, TO WIT:

I HEREBY CERTIFY that on this ____ day of _____, 2018, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared Lyle E. Sheldon, who acknowledged himself to be the President of Upper Chesapeake Medical Center, Inc., a Maryland corporation, and that he, as such officer being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as such officer.

AS WITNESS my hand and Notarial Seal.

My Commission Expires:

Notary Public

STATE OF MARYLAND, COUNTY OF HARFORD, TO WIT:

I HEREBY CERTIFY that on this ____ day of _____, 2018, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared Lyle E. Sheldon, who acknowledged himself to be the President of Upper Chesapeake Medical Center Land Condominium, Inc., a Maryland corporation, and that he, as such officer being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as such officer.

AS WITNESS my hand and Notarial Seal.

My Commission Expires:

Notary Public

STATE OF MARYLAND, COUNTY OF HARFORD, TO WIT:

I HEREBY CERTIFY that on this ____ day of _____, 2018, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared _____, who acknowledged himself to be the _____ of the Town of Bel Air, a Maryland municipal corporation, and that he, as such officer being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the Town by himself as such officer.

AS WITNESS my hand and Notarial Seal.

My Commission Expires:

Notary Public

DRAFT

DEED

THIS DEED, made this ____ day of _____, 2018, by and between the TOWN OF BEL AIR, a Municipal corporation of the State of Maryland (hereinafter referred to as the "Grantor"), and UPPER CHESAPEAKE MEDICAL CENTER LAND CONDOMINIUM, INC., a Maryland corporation (hereinafter referred to as the "Grantee")

WHEREAS, the Grantor is the owner in fee simple of the following described street which was previously conveyed to Grantor by Grantee for public use and to include the street in the public street system of the Town of Bel Air; and

WHEREAS, the Grantee has reconfigured the area comprising the street and will be conveying the reconfigured street to Grantor by way of a Deed of Right of Way for Public Road to be recorded concurrently with this Deed.

NOW, THEREFORE, THIS DEED, WITNESSETH: that the Grantor does hereby grant and convey to the Grantee, and Grantee accepts the following described land:

Being all that area designated and described as "PUBLIC ROAD RIGHT OF WAY UPPER CHESAPEAKE DRIVE 1.6912 ACRES+- (73,668 SQ. FT.)" on the Second Revised Master Condominium Plat - Sheet 1 of 3, recorded among the Condominium Records of Harford County in Condominium Plat Book JJR 19, folio 43.

IN WITNESS WHEREOF, the Grantor and Grantee by their designated officers, have hereunto set its hand and seal this _____ day of _____, 2018.

The actual consideration of this Deed of Right of Way is Zero (\$0.00).

WITNESS:

THE TOWN OF BEL AIR

By: _____ (SEAL)

STATE OF MARYLAND, COUNTY OF HARFORD, SS

I HEREBY CERTIFY that on this ___ day of _____, 2018, before me, the undersigned officer, personally appeared _____, who acknowledged himself to be the _____ of the Town Bel Air, a Maryland municipal corporation, and that he, as such officer being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the Town by himself as such officer.

WITNESS my hand and Notarial Seal the day and year last above written.

ATTORNEY CERTIFICATION

I HEREBY CERTIFY that this Deed was prepared by or under the supervision of the undersigned, an attorney duly admitted to practice before the Court of Appeals of Maryland. At the request of the Grantor (or Grantee) no title search was made and the Deed was prepared solely on the basis of information supplied by the Grantor.

Attorney

Return to:
Stephen W. Lutche
Snee, Lutche, Helmlinger & Spielberger, P. A.
112 South Main Street
Bel Air, MD 21014
(410) 893-7500

06-18998

DRAFT

DEED OF RIGHT OF WAY FOR PUBLIC ROAD

THIS DEED OF RIGHT OF WAY, made this _____ day of _____, 2018, by and between UPPER CHESAPEAKE MEDICAL CENTER LAND CONDOMINIUM, INC., a Maryland corporation (hereinafter referred to as the "Grantor"), and the TOWN OF BEL AIR, a Municipal corporation of the State of Maryland (hereinafter referred to as the "Grantee")

WHEREAS, the Grantor is the owner in fee simple of the following described street and has offered this street for dedication to the Grantee for public use and to include the street in the public street system of the Town of Bel Air; and

WHEREAS, the Grantee, in consideration of the improvements made to the following described street by Grantor, is willing to accept the dedication of the road right of way in, over, and across the street and to hold the street for public use as part of the public street system of the Town of Bel Air.

NOW, THEREFORE, THIS DEED, WITNESSETH: that the Grantor does hereby grant and convey to the Grantee, and Grantee accepts a public road right of way in, over and across the following described street:

Being all that area designated and described as "PUBLIC ROAD RIGHT OF WAY 66,282 SQ. FT. (1.5216 ACRES+)-(INCLUDED AS PART OF LOT D)" on the Third Revised Final Plat Sheet 1 of 2, recorded among the Plat Records of Harford County in Plat Book _____, folio _____.

IN WITNESS WHEREOF, the Grantor and Grantee by their designated officers, have hereunto set its hand and seal this _____ day of _____, 2018.

The actual consideration of this Deed of Right of Way is Zero (\$0.00).

WITNESS:

UPPER CHESAPEAKE MEDICAL
CENTER LAND CONDOMINIUM, INC.

By: _____ (SEAL)
Lyle E. Sheldon, President

ACCEPTED FOR DEDICATION BY:

TOWN OF BEL AIR

By: _____
_____, _____

STATE OF MARYLAND, COUNTY OF HARFORD, SS:

I HEREBY CERTIFY that on this _____ day of _____, 2018, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Lyle E. Sheldon, the President of Upper Chesapeake Medical Center Land Condominium, Inc. (the "Corporation"), and that he, as such President, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the Corporation by himself as such President 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.

WITNESS my hand and Notarial Seal the day and year last above written.

STATE OF MARYLAND, COUNTY OF HARFORD, SS

I HEREBY CERTIFY that on this ___ day of _____, 2018, before me, the undersigned officer, personally appeared _____, who acknowledged himself to be the _____ of the Town Bel Air, a Maryland municipal corporation, and that he, as such officer being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the Town by himself as such officer.

WITNESS my hand and Notarial Seal the day and year last above written.

ATTORNEY CERTIFICATION

I HEREBY CERTIFY that this Deed of Right of Way for Public Road was prepared by or under the supervision of the undersigned, an attorney duly admitted to practice before the Court of Appeals of Maryland. At the request of the Grantor (or Grantee) no title search was made and the Deed was prepared solely on the basis of information supplied by the Grantor.

Attorney

Return to:
Stephen W. Lutche
Snee, Lutche, Helmlinger & Spielberger, P. A.
112 South Main Street
Bel Air, MD 21014
(410) 893-7500