

**MARYLAND DEPARTMENT OF TRANSPORTATION  
STATE HIGHWAY ADMINISTRATION**

**OFFER FOR PURCHASE OF FEE SIMPLE PROPERTY**

Property Reference Name: Edward H. Robertson

MC #: 24-1146

Modal Item No.: 109902

Project No.: AL266\_1

MDOT SHA Plat No.: 62390

**OFFER INFORMATION SUMMARY**

The Maryland Department of Transportation (MDOT) welcomes your offer to acquire the former Edward H. Robertson property consisting of 0.078 acres, plus or minus, located at the intersection of S. Railroad Street & Legislative Road SW in Barton, Allegany County, in accordance with Title §8-309 Annotated Code of Maryland and State Clearinghouse policy. Kindly complete the attached forms and promptly forward them to us for consideration and processing. The executed Offer for Purchase of Fee Simple Property: Offer Information Summary; Offer Form; Standard Conditions, Reservations and Covenants Governing the Sale of Real Property; and Additional Conditions and Disclosure Information forms should be mailed or delivered to:

**David Zaidain  
Chief, Office of Real Estate and Economic Development  
Maryland Department of Transportation  
7201 Corporate Center Drive, MS-470  
Hanover MD 21076**

The sale of this property is subject to the approval of the MDOT State Highway Administration Administrator and, where it is required, the Federal Highway Administration and/or the Board of Public Works. Assuming the sale is approved, and a deed is executed, additional steps need to be taken to finalize a transaction, and the buyer must be prepared to settle on the property within 90 days of "Notice of Approval of Sale" by MDOT.

Throughout this process, the buyer will have one (1) single point of contact for communication. **All requests or questions concerning settlement should be directed to:**

**Mashel Wakil  
Team Leader, Real Estate Services  
Office of Real Estate and Economic Development  
Maryland Department of Transportation  
410-865-1270  
[mwakil@mdot.maryland.gov](mailto:mwakil@mdot.maryland.gov)**

<b>Initial Deposit:</b>	<b>\$3,000</b>
<b>Second Deposit:</b>	<b>\$</b>
<b>Balance Due at Settlement:</b>	<b>\$</b>

Buyer's Authorized Signature: \_\_\_\_\_

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

Printed or Typed Name: \_\_\_\_\_

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**OFFER FORM**

TO: The Maryland Department of Transportation (MDOT)  
MDOT State Highway Administration (SHA)

I (we), the undersigned, do hereby agree to purchase the SHA's right, title, and interest in and to the above parcel containing 0.078 acres, plus or minus, as identified on Allegany County Tax Map 2A, Parcels 156 and on SHA Plat No. 62390 for the sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_). I (we) do hereby transfer a **certified or cashier's check** in the amount of Three Thousand Dollars and No/100 (\$3,000.00), payable to the order of **MDOT State Highway Administration** to cover the initial deposit.

The balance of the purchase price is to be paid at the time of settlement or the deposit may be forfeited to MDOT and the property disposed of in whatever manner MDOT may determine, without any further obligation or liability to the buyer.

It is understood and agreed by the undersigned that this property will be sold in "as is, where is" condition. It is understood it is the responsibility of the buyer to conduct their due diligence of the subject property prior to executing and submitting the Offer for Purchase of Fee Simple Property.

*Settlement must occur within 90 days of "Notice of Approval of Sale" by MDOT. Any request for extension must be submitted, in writing, within 60 days of "Notice of Approval of Sale," to the Chief, Office of Real Estate and Economic Development (ORED), MDOT. An extension may be granted at the sole discretion of the ORED Chief and may require an additional deposit from the buyer.*

IT IS FURTHER UNDERSTOOD AND AGREED THAT, in submitting the Offer for Purchase of Fee Simple Property, I (we), the undersigned, have accepted, will abide by, and comply with all conditions set forth in the attached:

1. STANDARD CONDITIONS, RESERVATIONS AND COVENANTS GOVERNING THE SALE OF REAL PROPERTY, AND
2. ADDITIONAL CONDITIONS AND DISCLOSURE INFORMATION.

FURTHERMORE, the buyer warrants that he/she/they are **NOT AN EMPLOYEE(S) OF MDOT**; and that the buyer(s) **CANNOT ASSIGN THESE PURCHASE RIGHTS WITHOUT PRIOR WRITTEN CONSENT BY MDOT.**

PLEASE PRINT NAME(S) OF PARTY(IES) TO APPEAR IN THE DEED BELOW:

\_\_\_\_\_

ALSO, HOW PROPERTY IS TO BE HELD BELOW:

\_\_\_\_\_

BUYER'S SIGNATURE: \_\_\_\_\_

PRINT NAME(S) AND TITLE(S): \_\_\_\_\_

ADDRESS: \_\_\_\_\_

TELEPHONE NO: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

**NOTE: The amount of all deposit(s) will be returned if the Offer is rejected.**

Buyer's Authorized Signature: \_\_\_\_\_

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

**MARYLAND DEPARTMENT OF TRANSPORTATION  
STATE HIGHWAY ADMINISTRATION**

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**STANDARD CONDITIONS, RESERVATIONS AND COVENANTS GOVERNING THE SALE OF REAL PROPERTY:**

The attention of all prospective buyers is called to the fact that each and every Offer for Purchase of Fee Simple Property submitted to the State Highway Administration (SHA) and sale of Real Property by SHA shall be subject to each and every condition hereinafter set forth, in addition to any "Special Stipulations" as set out in the Offer for Purchase of Fee Simple Property or other documents which apply to the specific property or properties. **It is therefore of the utmost importance that all buyers carefully review** these "Standard Conditions, Reservations and Covenants Governing the Sale of Real Property" as well as the "Additional Conditions and Disclosure Information" and other documents governing the sale before submitting any offer or executing a right to reacquire property under the provisions of Section 8-309 of the Transportation Article of the Annotated Code of Maryland (§8-309).

1. Except as otherwise provided in § 8-309 or other governing law, the SHA reserves the right to reject any and all offers to purchase or acquire any property offered for sale by the SHA and it reserves the right thereafter to sell any or all of said premises at public or private sale in whatever manner the SHA may determine, without any further obligation or liability to the buyer.
2. Under the provisions of §8-309:
  - a. If the parcel is sold at Public Auction it is only necessary for the MDOT SHA Administrator to execute and deliver the deed conveying the land to the buyer.
  - b. Except for parcels sold at Public Auction, the deed conveying this property must be executed by the SHA Administrator and the Board of Public Works (BPW); therefore, no offer of this type is accepted and no sale of this type is final until the BPW has approved it. Additionally, no sale of this type is final until delivery of the executed deed.
3. The special SHA plat or plats (if any) prepared for the property now being considered show only the approximate boundaries of said property. Said boundary lines were not established by actual survey and, therefore, any additional surveys that the buyer may elect to have made to further satisfy himself or herself as to the exact boundary lines of said property shall be performed at the sole expense of the said buyer.
4. Any title examinations that the buyer may desire to make shall be made at the sole expense of said buyer.
5. The buyer shall assume the cost of all recording fees and charges and State and Federal Revenue Tax charges and other similar expenses, which may be required in order to record any deed or deeds to the property being offered for sale. If the Deed is not recorded within 30 days after the date of settlement MDOT reserves the right to pursue all remedies including, but not limited to: a) recording a duplicate original deed executed by the Board of Public Works in the Land Records; b) recovering all damages caused by the failure to record the Deed including, but not limited to, recording fees and property taxes advanced in connection with the recording and all staff time; and/or c) seeking a declaratory judgment that the sale was a nullity, reselling the property, and refunding the balance of any funds already paid after all damages incurred by the failure to record the Deed have been calculated and deducted by MDOT.
6. The quit claim deed or deeds by which the SHA will convey said property to the buyer will convey all of the SHA's right, title, and interest as conveyed to the SHA by the deed or deeds on record to the SHA for the land covered by the proposed sale. The said deed or deeds to said buyer will contain the following reservations, restrictions and covenants, which shall run with and bind the land to be conveyed, and which shall also be binding upon the buyer (grantee) and the heirs, successors and assigns of said grantee forever.

**Buyer's Authorized Signature:** \_\_\_\_\_

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

**MARYLAND DEPARTMENT OF TRANSPORTATION  
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**STANDARD CONDITIONS, RESERVATIONS AND COVENANTS GOVERNING THE SALE OF REAL PROPERTY  
(Continued):**

7. Reserving unto the State of Maryland, to the use of the SHA, its successors and assigns, the following:
- a. Excepting from this conveyance so much of said land as will lie between the outermost lines designated "Right-of-Way Line" as shown and/or indicated on the SHA-SRC Right-of-Way plat(s) for this project.
  - b. The right to create, use and maintain on the land shown hatched thus  on the SHA-SRC plat(s) such slopes as are necessary to retain the highway and/or adjacent property; it being agreed between the parties hereto, however, that at such time as the contour of the land required for slopes is no longer necessary as support to protect the property retained by the State in fee simple, then said easement for slopes shall cease to be effective.
  - c. The right to create, use, and maintain on the land shown cross-hatched thus  on the SHA-SRC plat(s) a perpetual easement for such drainage structures, stream changes, and facilities as are necessary in the opinion of the SHA to care for whatever drainage structures which may be determined necessary by the SHA to protect the highway.
  - d. The perpetual right to discharge the flow of water from such stream changes and all other drainage facilities as are necessary in the opinion of the SHA to adequately drain the highway or adjacent property and/or control the flow of water into existing waterways or natural drainage courses, as indicated by the symbol  and/or the existing ground, as indicated by the symbol , at the outlet end of the drainage facilities so created by the SHA, all of which are shown on the Right-of-Way plat(s).
  - e. Subject to and reserving from this conveyance any and all rights and reservations that may have been granted or reserved by the former owners of this property or their predecessors in title and/or covenants or restrictions which may have been established with respect to said land by such former owners or their predecessors in title.
  - f. Subject to and reserving from this conveyance any and all existing rights now held or used by any public utility or public utilities across or adjacent to the land hereby conveyed.
8. Deposit(s) or balance due at settlement shall be in the form of a certified or cashier's check in the amount specified in the Offer for Purchase of Fee Simple Property: Offer Information Summary and Offer Form.
9. All auction bid offers submitted on any property shall remain in full force and effect for not less than 180 days after the date of auction.
10. The highest informal offer submitted on any property shall remain in full force and effect for 180 days after the closing date for receipt of the informal offer. Except for the check submitted with the highest informal offer, all other checks will be returned to such buyers by mail within seven (7) days of the closing date for receipt of the offer.
11. No Offer for Purchase of Fee Simple Property shall be considered accepted until formal Notice of Approval of Sale, in writing, is received by the buyer from the Maryland Department of Transportation. Where BPW approval is required no sale is final until the BPW approves the sale and the deed executed by the BPW is delivered.
12. If the buyer should fail to transmit a certified or cashier's check covering the balance of the sales price to the SHA within 90 days of the date he/she is notified (Notice of Approval of Sale) that the executed deed is ready for delivery, then the SHA may automatically retain the full amount of any "deposit monies" held and thereafter dispose of the property in whatever manner the SHA may determine, without any further obligation or liability to the buyer, who thus fails to pay the balance due as specified. Exceptions are warranted for granted extension.

Buyer's Authorized Signature: \_\_\_\_\_

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

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**ADDITIONAL CONDITIONS AND DISCLOSURE INFORMATION**

**Property Conditions and Disclosures:**

1. The apparent zoning is Vacant Mixed Use. All zoning and use determinations will be made by Allegany County, Maryland. State Highway Administration (SHA) offers no warranty as to zoning or permitted use.
2. SHA considers the highest and best use of the subject property is the current use as an “Interim Use” as a long-term investment until demand and values for buildable parcels increase. The appraiser states that the construction of a single-family home for residence, with options for an accessory unit, home-based business, or rental, is allowed.
3. The property is accessible via the south side of Legislative Road SW (MD Route 935).
4. The property Tax Account No. is 09-004637, Tax Map Identification is 2A, and Parcel 156.
5. The property has electric, sewer, and water allocations.

**Sale Policy Conditions and Disclosures:**

This property will be sold in “**as is, where is**” condition. It is the responsibility of the buyer to conduct their due diligence of the subject property prior to executing and submitting the Offer for Purchase of Fee Simple Property.

The buyer will provide the grantee information to appear on the deed. He, she, they will also sign all pages of the Offer for Purchase of Fee Simple Property. The terms of the sale are such that the SHA, Office of Real Estate will recommend approval of the sale to the SHA Administrator and, where it is required, the Federal Highway Administration (FHWA). After all recommendations are received, the SHA Administrator and/or the Board of Public Works (BPW), shall decide to accept or reject the sale.

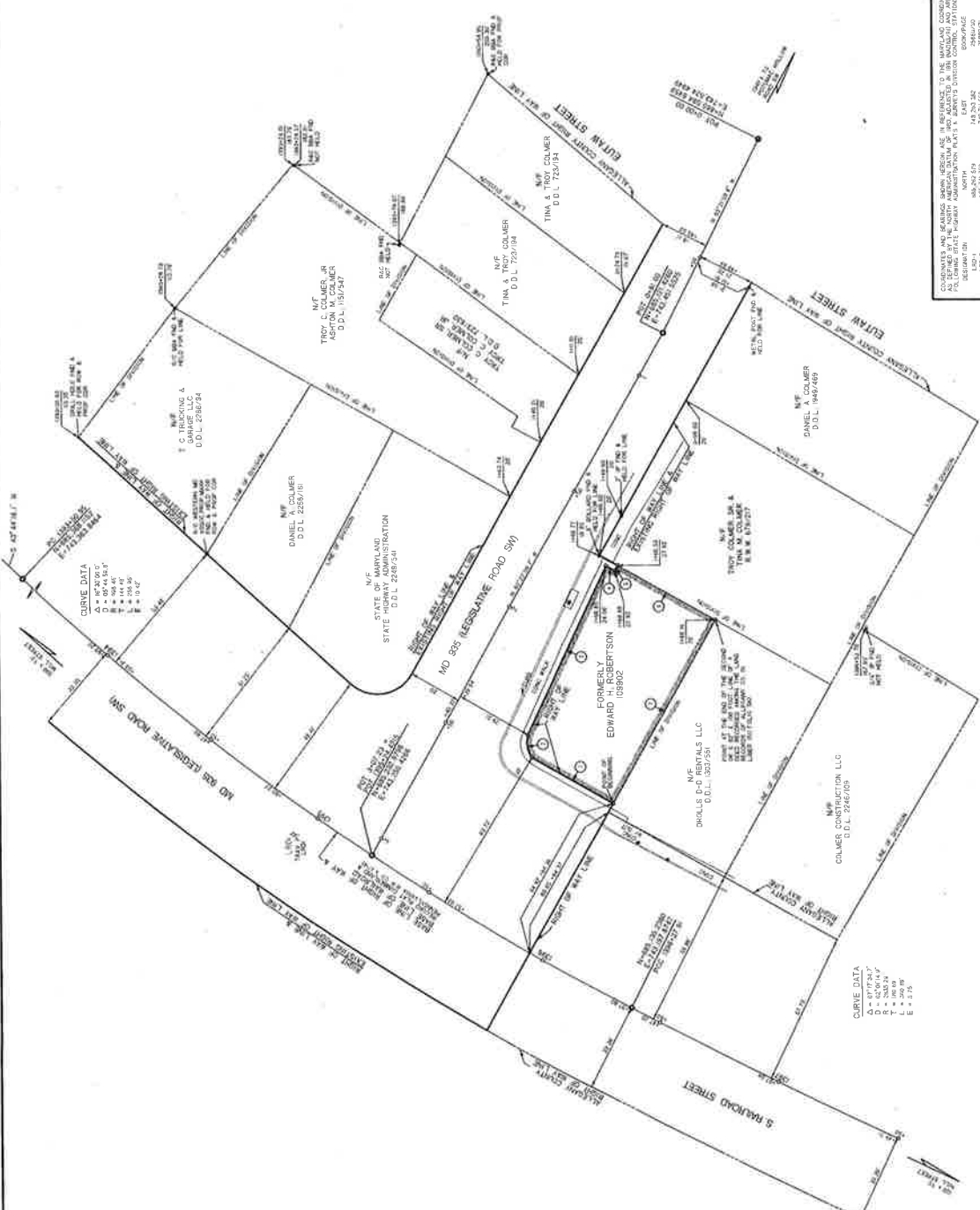
If the sale is accepted the buyer will be sent a “Notice of Approval of Sale” and the buyer will be expected to settle on the property within 90 days. This time period or any terms and conditions can only be modified, in writing, by the Chief, Office of Real Estate and Economic Development (ORED), Maryland Department of Transportation (MDOT). An extension may be granted at the sole discretion of the ORED Chief and may require an additional deposit from the buyer. A right of entry or access to the property by the buyer may be permitted prior to final settlement and will exist in accordance with the terms of a lease of nominal value, or by written approval by the ORED Chief.

If the sale is rejected all deposit monies will be returned to the buyer and the property may be disposed of in whatever manner MDOT may determine, without any further obligation to the buyer.

**Important Notice:** All disclosure information contained herein is subject to independent verification by any and all interested parties; whereas, it is believed to be accurate it is in no way warranted.

**Buyer’s Authorized Signature:** \_\_\_\_\_

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



FORMERLY EDWARD H. ROBERTSON JUNIOR	
REC'D	FOLIO
1	N 29°39'28" E 34.95'
2	CHD N 86°2'38" E 8.72'
3	S 84°50'01" E 70.00'
4	S 28°15'43" W 3.86'
5	S 62°50'13" E 2.33'
6	S 27°07'50" W 42.18'
7	N 69°21'58" W 78.23'

CONVEYANCE AREA  
3.341 SQ. FT. OR 0.076 ACRES  
SHOWN THIS

AREA CONVEYED OR TO BE CONVEYED BY THE STATE HIGHWAY ADMINISTRATION --- STATE ROADS COMMISSION OF MARYLAND  
3.381 SQ. FT. OR 0.078 ACRES  
SHOWN THIS

**STATE OF MARYLAND  
DEPARTMENT OF TRANSPORTATION  
STATE HIGHWAY ADMINISTRATION  
STATE ROADS COMMISSION**

RIGHT OF WAY PROJECT: MD 835 (LEGISLATIVE ROAD) AT S RAILROAD STREET - GEOMETRIC IMPROVEMENTS

RIGHT OF WAY PROJECT NO. 1-2401  
FEDERAL AID PROJECT NO. 1-2401  
CONTRACT NO. 1-2401  
SCALE: 1"=40'

**CONVEYANCE** PLAT No. 62390

COORDINATES AND BEARINGS SHOWN HEREON ARE IN REFERENCE TO THE MARYLAND COORDINATE SYSTEM AS ESTABLISHED BY THE NORTH AMERICAN DATUM OF 1983 ADJUSTED TO THE MARYLAND POINT AND ARE BASED ON THE STATE HIGHWAY ADMINISTRATION'S STATE ROAD CENTERLINE DATA. EAST BOUNDARY POINTS ARE SHOWN IN RED.

BOOKS: REGISTRATION NO. 102,711.04  
PAGE NO. 24880.02  
LOT 2

LOCATED IN: ALLEGHANY COUNTY  
PREPARED BY: PLATE A. SHAWVERE DIVISION  
ADDRESS: 2116 MANSION STREET BALTIMORE, MD 21202  
CONSTRUCTION PROJECT: MD 835 (LEGISLATIVE ROAD) AT S RAILROAD STREET - GEOMETRIC IMPROVEMENTS

CONVEYANCE PROJECT NO. 1-2401  
ADDRESS: 1-2401

LEGEND OF PROPOSED EASEMENTS

- Proposed easement for utility lines
- Proposed easement for drainage
- Proposed easement for access
- Proposed easement for utility lines
- Proposed easement for drainage
- Proposed easement for access

APPROVED BY: [Signature]  
DATE: [Date]

**STATE OF MARYLAND  
STATE PROFESSIONAL ENGINEER**

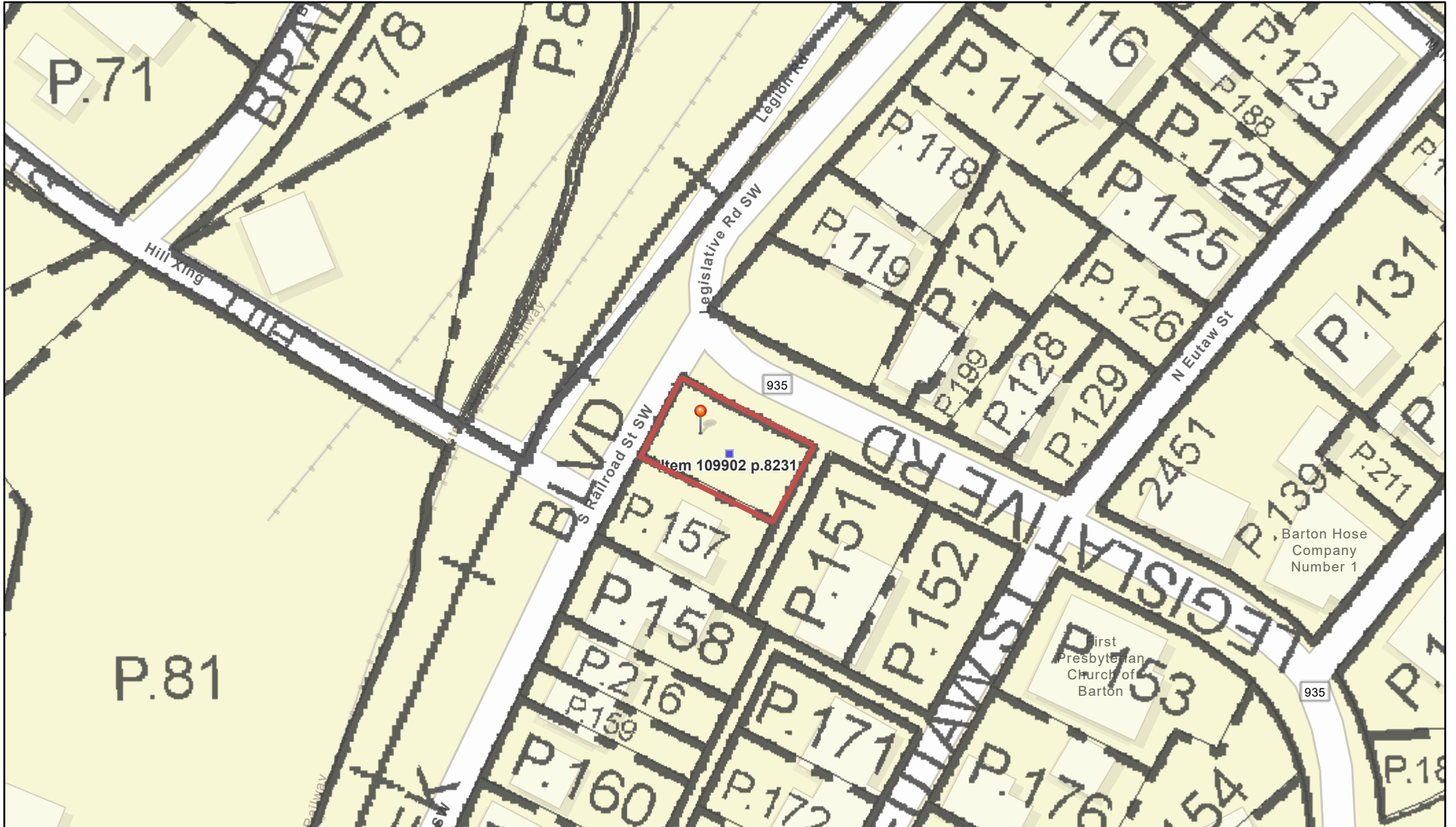
Supervisor's Certification  
The right of way, lines, and lines of division shown on this plan were prepared by me or under my direct supervision and I am a duly licensed Professional Engineer in the State of Maryland. I am a duly licensed Professional Engineer in the State of Maryland. I am a duly licensed Professional Engineer in the State of Maryland.

Professional Engineer  
Name: [Name]  
No. [No.]  
Exp. Date: [Date]

APPROVED BY: [Signature]  
DATE: [Date]

CONVEYANCE PROJECT NO. 1-2401  
ADDRESS: 1-2401

# Location Map



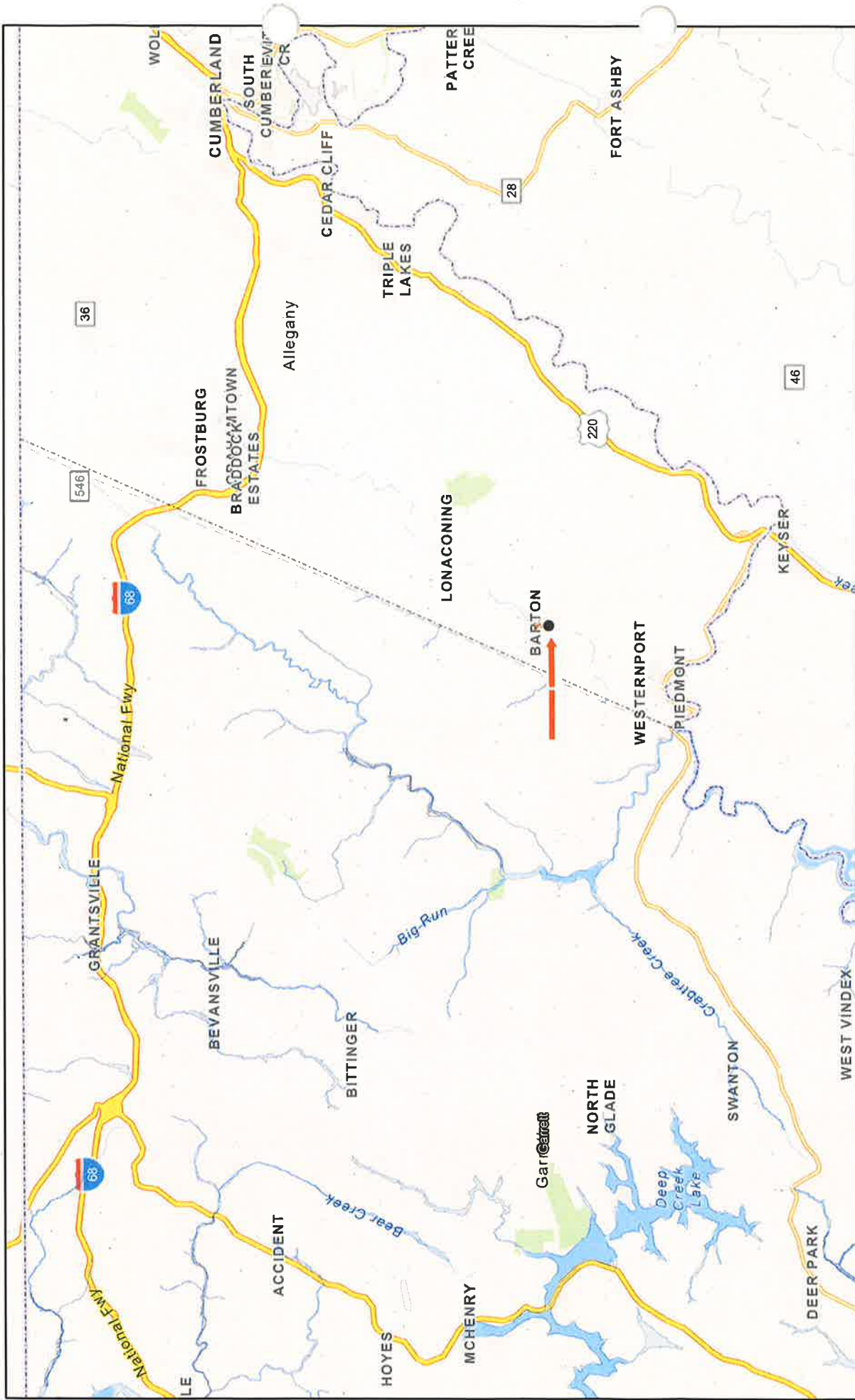
3/17/2025, 12:11:37 PM

■ PAEDIRT\_2025\_02\_13

1:1,128  
0 0.01 0.01 0.02 mi  
0 0.01 0.02 0.04 km  
MD iMAP, MDP, SDAT, Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, ©  
OpenStreetMap contributors, and the GIS User Community



# MDOT SHA Project Research Tool



12/20/2022, 8:37:08 AM

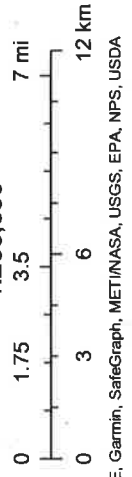
Effective FEMA Floodplain

500 Year Floodplain (0.2% Chance)

100 Year Floodplain (1% Chance)

Floodway (1% Chance)

1:288,895







Esri, HERE, Garmin, SafeGraph, MET/NASA, USGS, EPA, NPS, USDA

This information is provided "as is" without warranty. MDOT assumes no responsibility for errors or omissions of any kind. Maryland Department of Transportation (MDOT)





<p><b>MDOT SHA OFFICE OF HIGHWAY DEVELOPMENT PLATS &amp; SURVEYS DIVISION</b></p> <p>Date Exported: 12/19/2022 12:15 PM</p>  <p>MD IMAP, DoIT, Esri, HERE, Garmin, USGS, EPA, NPS</p>	<p><b>Determinations of Excess Land Memorandum (DELM) Exhibit</b></p> <p><b>Request ID:</b> 1011 <b>PSD Job No:</b> 22-0475 <b>Item No:</b> 109902 <b>Former:</b> Edward H. Robertson <b>Plat No:</b> N/A <b>Area (ac):</b> 0.11</p> <p>ALLEGANY COUNTY ROUTE MD 935</p> <p>N</p>   <p>0 10 20 40 60 80 Feet</p>
<p><b>Legend</b></p> <p>NPDES Structures Right of Way Estimated</p> <p>☒ Inlet</p>	<p> DELM Parcel</p>



# MDOT SHA Project Research Tool



12/20/2022, 8:42:41 AM

Parcel Boundaries

1:2,257

0 0.01 0.03 0.05 mi

0 0.02 0.04 0.09 km

Source: Esri, Maxar, Earthstar Geographics, IGN, and the GIS User Community, Esri, HERE, iPC, Esri Community Maps Contributors, WVU

Maryland Department of Transportation (MDOT)

This information is provided "as is" without warranty. MDOT assumes no responsibility for errors or omissions of any kind.