



MCPB Item # _____

June 16, 2016

MEMORANDUM

June 9, 2016

To: Montgomery County Planning Board

VIA: Michael F. Riley, Director of Parks *MFR*
Mitra Pedoeem, Acting Deputy Director of Parks *mtw*
Dr. John E. Hench, Chief, Park Planning and Stewardship Division *JEH*
Michael Ma, Acting Chief, Park Development Division *mm*

FROM: William E. Gries, Park Development Division *weg*

SUBJECT: Authorization to Recommend Transfer Land at the Intersections of 1) MD Rte. 355 (Wisconsin Avenue) and Cedar Lane and 2) MD Rte. 185 (Connecticut Avenue) and Jones Bridge Road to the State Highway Administration (SHA) of the Maryland Department of Transportation in consideration for SHA Designing, Permitting and Constructing, at no cost to the Commission, the Sligo Creek Trail Bridge downstream of MD Rte. 320 (Piney Branch Road) in Silver Spring.

Recommended Action:

The Department of Parks recommends that the Montgomery County Planning Board approve, and to recommend to the full Commission to approve, the below described transfers of land to the State Highway Administration (SHA) of the Maryland Department of Transportation that are needed by SHA for certain Base Realignment and Closure Act ("BRAC") intersection improvements required to mitigate the transportation impacts of the BRAC move of Walter Reed Hospital to the National Naval Medical Center campus in Bethesda. The intersection improvements to be made by SHA on parkland are located at: 1) MD Rte. 355 (Wisconsin Avenue) and Cedar Lane and 2) MD Rte. 185 (Connecticut Avenue) and Jones Bridge Road.

The recommended transfers of land will involve the Commission conveying to SHA: 1) a total of 32,716 square feet, more or less, or 0.7511 of an acre of parkland, in fee simple, at Elmhirst Parkway Neighborhood Conservation Area. This area, made up of two separate parcels, is generally shown on Attachment 1 and is more specifically shown and described on Attachment 2; and 2) a total of 3,354 square feet, more or less, or 0.077 of an acre of parkland, in fee simple, and 964 square feet, more or less, or 0.022 of an acre of parkland, in temporary easement, at North Chevy Chase Local Park. These areas are generally shown on Attachment 3 and are more specifically shown and described on Attachment 4. Elmhirst Parkway Neighborhood Conservation Area was acquired by the Commission in 1938 and contains approximately 7.6 acres. North Chevy Chase Local Park was acquired by the Commission in 1965 and contains approximately 31.7 acres.

In consideration for these conveyances SHA will design, permit and construct, at no cost to the Commission, a new trail bridge over Sligo Creek, just downstream from MD Rte. 320 (Piney Branch Road) in Silver Spring. The location of the new trail bridge, which is currently under construction, is generally shown by the red circle on Attachment 5. The cost estimate for designing, permitting and constructing the new trail bridge is more than \$2.0 million.

Background:

On July 22, 2010 the Planning Board approved the Maryland State Highway Administration's Mandatory Referrals on the intersection improvements which were proposed in response to transportation impacts posed by the BRAC move of Walter Reed Hospital to the National Naval Medical Center campus in Bethesda. Included among the four intersections subject to Mandatory Referral were the intersection of MD Rte. 355 (Wisconsin Avenue) @ Cedar Lane and the intersection of MD Rte. 185 (Connecticut Avenue) @ Jones Bridge Road. These two intersection improvements involved parkland impacts. The other two did not.

Included as Attachment 6 is the Mandatory Referral approval letter sent by the Chair to SHA dated August 18, 2010. On page 4 of this letter, paragraph numbered 8, sub-items "a" through "f", lists the items that were specified for mitigating the parkland impacts resulting from the BRAC Improvements. Mitigation conditions 8 (e) and 8 (f) have been highlighted in yellow because of their relevance to the conveyance of real estate recommended in this memorandum.

Condition 8 (e) provides for SHA to obtain a signed Memorandum of Understanding ("MOU") from the Montgomery County Department of Parks prior to commencement of any construction related activities on parkland, while condition 8 (f) specifies that as a mitigation element for the parkland impacts caused by these intersection improvements, that SHA is to design and construct a hiker-biker trail bridge over Sligo Creek, just downstream of Piney Branch Road. The MOU describes the BRAC Improvements and the proposed mitigation for the impacts caused by those improvements, identifies the responsibilities of both SHA and the Commission with respect to the BRAC improvements and mitigation, and recites the general provisions for governing the implementation of the terms and conditions of the MOU. The recommendations of this memorandum are consistent with the Mandatory Approval letter sent to SHA as described above and the executed Memorandum of Understanding between M-NCPPC and SHA dated September 12, 2012 which is included as Attachment 7.

Note on page 3 of the MOU, Item II A, states that, "SHA shall design and construct the **PROJECT** at the sole expense of SHA" (by definition, the **PROJECT** consists of all the BRAC IMPROVEMENTS and MITIGATION, which includes the hiker-biker bridge over Sligo Creek). On page 4 of the MOU, Item 3 B states that, "The M-NCPPC shall grant and convey to SHA, at no cost to SHA and subject to the approval of the Full Commission of M-NCPPC, all R/W in fee simple on property owned by M-NCPPC that SHA reasonably determines, in its sole discretion, are needed for the construction of BRAC IMPROVEMENTS".

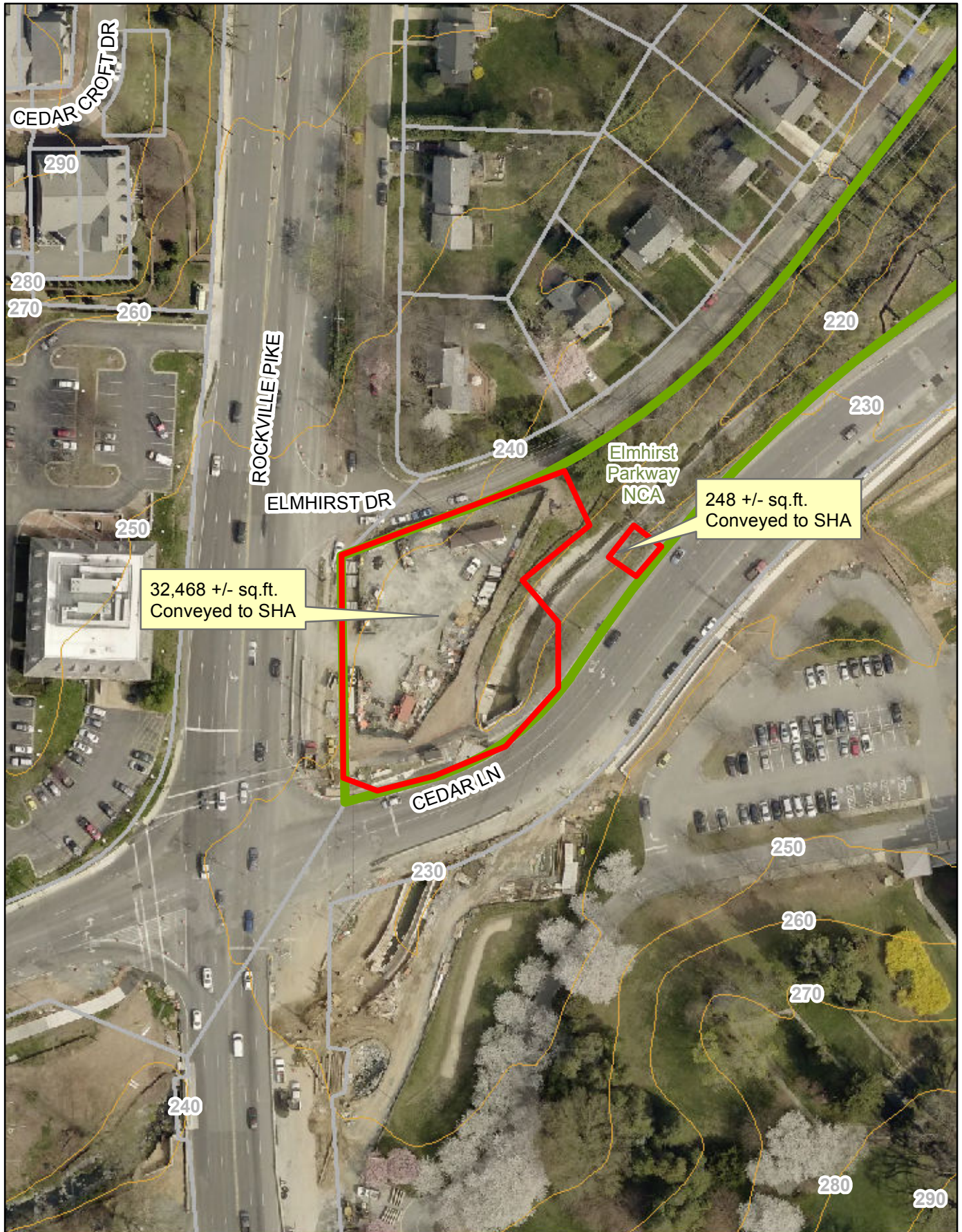
Summary and Conclusion:

Staff recommend that the Montgomery County Planning Board approve, and recommend to the full Commission to approve, the conveyance of: 1) a total of 32,716 square feet, more or less, or 0.7511 of an acre of parkland, in fee simple, at Elmhirst Parkway Neighborhood Conservation Area and 2) a total of 3,354 square feet, more or less, or 0.077 of an acre of parkland, in fee simple, and 964 square feet, more or less, or 0.022 of an acre of parkland, in temporary easement area, at North Chevy Chase Local Park to the State Highway Administration (SHA) of the Maryland Department of Transportation. While these property interests are of value to the park system, they involve no facility improvements, are relatively small, and are located on the periphery of the respective parcels. As such, they are considered to be land not essential or needed for park purposes or other purposes under the Land Use Article and

therefore can be transferred as recommended herein. In return for these conveyances, SHA will be designing, permitting and constructing, at no cost to the Commission, a new hiker-biker trail bridge over Sligo Creek, just downstream from MD Rte. 320 (Piney Branch Road) in Silver Spring, as described above. These proposed conveyances are being recommended consistent with the Mandatory Referral approval letter dated August 18, 2010, included as Attachment 5 and the Memorandum of Understanding between the M-NCPPC and the State Highway Administration dated September 12, 2012, included as Attachment 6.

The Planning Board's approval of these conveyances will need to be affirmed by the full Maryland-National Capital Park and Planning Commission through an adoption of the full Commission Resolution included as Attachment 8. It is anticipated that full Commission approval of this Resolution will be requested early this summer.

cc: John Nissel
Bill Tyler
Jim Poore
Antonio Duval
Brooke Farquhar
Megan Chung
Kristi Williams
Mohammed Turay
David Vismara
Larry Cole



**Parkland Outlines
Status & Owner**
— M-NCPPC Parks
— Other Parks

1 inch = 100 feet



Map Compiled: 5/18/2016

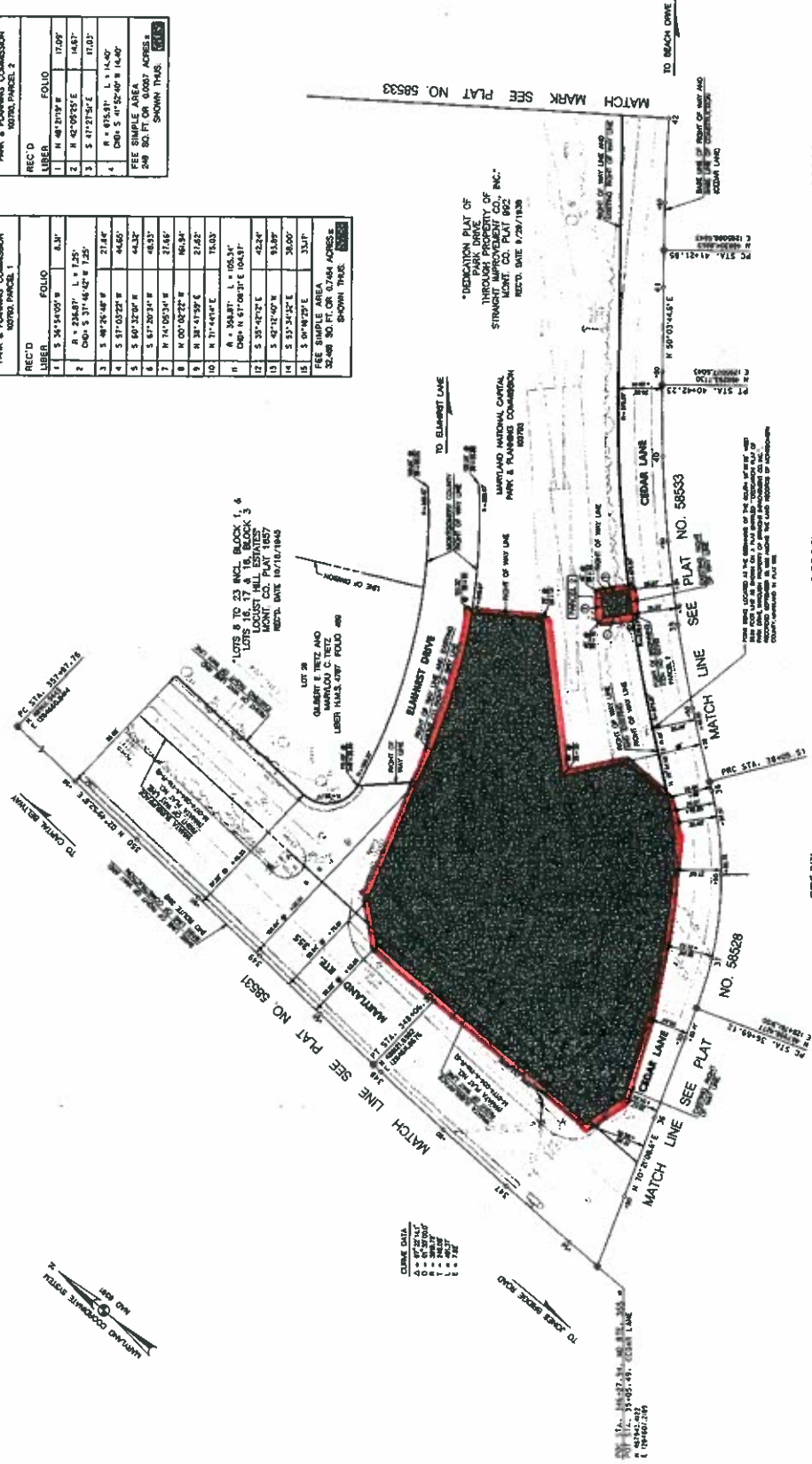
Map Compiled by Land Acquisition Specialist
Based on M-NCPPC GIS Layers
For Planning Purposes Only

REC'D	FOLIO	LIBER
1	N 41-1719 P #	17.09'
2	N 42-1925 E	148.7'
3	S 47-57-50 E	17.03'
4	N 40-58.91' L 14.40'	14.40'
5	D 061 S 47-52-40 W 14.40'	

FEE SIMPLE AREA
249 SQ. FT. OR 0.0067 ACRES ±
SHOWN THERE

REC'D	FOLIO	LIBER
1	S 21-14109 P #	4.17'
2	R = 238.87' L = 7.25'	
3	D 061 S 31°46'42" W 7.25'	
4	S 31°03'28" W	27.64'
5	S 40°32'50" W	44.60'
6	S 47°30'51" W	44.33'
7	N 14°05'51" W	21.65'
8	N 00°32'22" W	16.53'
9	R = 47.252' E	27.82'
10	R = 71°49'17" E	15.03'
11	R = 38.87' L = 105.34'	
12	D 061 N 61°08'17" E 104.31'	
13	S 35°42'42" E	42.24'
14	S 42°12'49" W	93.89'
15	S 53°34'52" E	28.00'
16	S 59°18'27" E	33.17'

FEE SIMPLE AREA
32,498 SQ. FT. OR 0.7484 ACRES ±
SHOWN THERE



CURVE DATA
A = 59.74' R
B = 50.00' R
L = 50.00'
E = 2.82'

CURVE DATA
A = 59.74' R
B = 50.00' R
L = 50.00'
E = 2.82'

STATE OF MARYLAND
DEPARTMENT OF TRANSPORTATION
STATE HIGHWAY ADMINISTRATION
STATE ROAD COMMISSION

PROJECT NO. 58532
CONSTRUCTION PROJECT NO. 58532
CONSTRUCTION PROJECT NO. 58532

PLAT NO. 58532
DATE: 1/28/18
BY: [Signature]

CONTRACT NO. 58532
PROJECT NO. 58532

DESIGNER: [Signature]
DATE: 1/28/18

CONSTRUCTION PROJECT NO. 58532
CONSTRUCTION PROJECT NO. 58532

PLAT NO. 58532
DATE: 1/28/18
BY: [Signature]

NOTICE TO CONTRACTOR
I, the undersigned, State Highway Administrator, do hereby certify that the plans and specifications hereon attached for the improvement of Cedar Lane, from its intersection with Elmhurst Drive to its intersection with Beach Drive, are approved for construction.

DATED: 1/28/18

STATE HIGHWAY ADMINISTRATION

North Chevy Chase LP



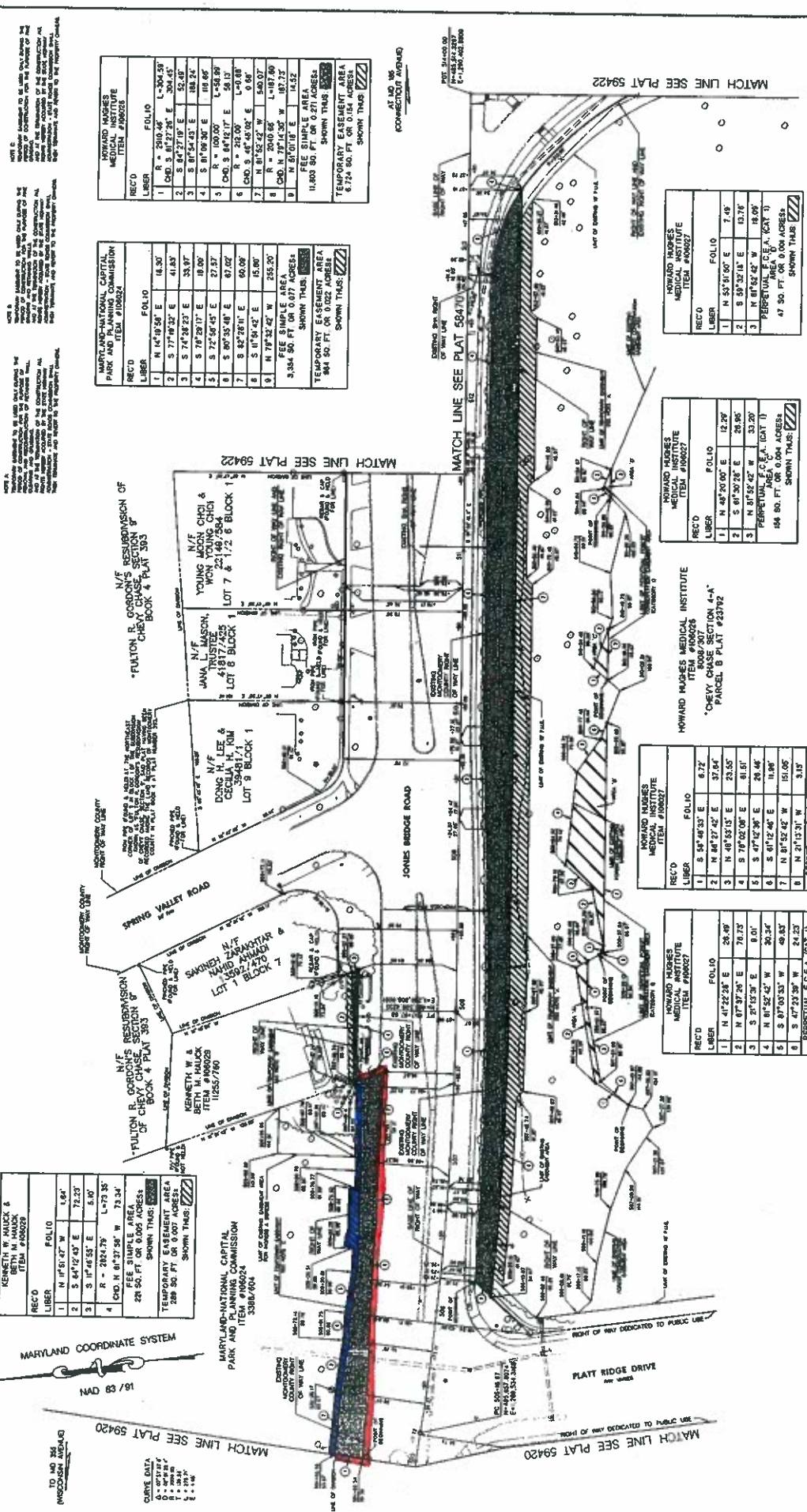
**Parkland Outlines
Status & Owner**
— M-NCPPC Parks
— Other Parks

1 inch = 200 feet



Map Compiled: 5/18/2016

Map Compiled by Land Acquisition Specialist
Based on M-NCPPC GIS Layers
For Planning Purposes Only



REC'D LIBER	FOLIO	AREA
1	N 17°51'47" W	1.84'
2	S 64°12'43" E	72.23'
3	S 17°46'55" E	6.40'
4	R = 282.75'	L=73.35'

REC'D LIBER	FOLIO	AREA
1	N 14°19'59" E	18.30'
2	S 77°19'32" E	41.83'
3	S 74°28'17" E	33.87'
4	S 11°09'30" E	10.42'
5	S 72°50'45" E	17.57'
6	S 80°35'48" E	67.62'
7	S 82°28'11" E	60.69'
8	S 11°51'42" E	15.90'
9	N 79°33'40" W	235.20'
10	N 79°33'40" W	235.20'

REC'D LIBER	FOLIO	AREA
1	R = 2510.46'	L=304.35'
2	CHD. S 47°27'29" E	304.45'
3	S 81°54'43" E	15.46'
4	S 81°09'30" E	10.42'
5	CHD. S 47°12'17" E	58.19'
6	R = 2520.00'	L=0.00'
7	CHD. S 47°42'05" E	540.07'
8	CHD. S 47°42'05" E	540.07'
9	CHD. S 47°42'05" E	540.07'

REC'D LIBER	FOLIO	AREA
1	N 45°10'00" E	13.29'
2	S 81°50'28" E	20.36'
3	N 81°52'42" W	33.20'
4	PERPETUAL E.C.E.A. (CAT 1)	104.50 FT. OR 0.004 ACRES

REC'D LIBER	FOLIO	AREA
1	S 54°48'33" E	6.72'
2	N 66°27'42" E	37.64'
3	N 49°55'15" E	23.55'
4	S 79°02'00" E	11.61'
5	S 47°12'38" E	28.44'
6	S 61°12'46" E	11.99'
7	N 81°52'42" W	15.05'
8	N 21°15'31" W	3.81'

REC'D LIBER	FOLIO	AREA
1	N 47°22'28" E	28.49'
2	N 67°37'26" E	76.73'
3	S 27°15'30" E	9.01'
4	N 81°52'42" W	30.34'
5	S 87°03'33" W	49.83'
6	S 47°22'38" W	24.23'

REC'D LIBER	FOLIO	AREA
1	N 45°10'00" E	13.29'
2	S 81°50'28" E	20.36'
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STATE OF MARYLAND
DEPARTMENT OF TRANSPORTATION
STATE HIGHWAY ADMINISTRATION
STATE ROADS COMMISSION

CONSTRUCTION PROJECT NO. 2425
CONTRACT NO. 2425
SCALE: 1" = 30'

PLAT NO. 59421

APPROVED BY: [Signature]

DATE: [Date]

PROJECT LOCATION: [Address]

PROJECT DESCRIPTION: [Description]

PROPERTY OWNER: [Name]

LEGAL DESCRIPTION: [Description]

ADDITIONAL NOTES: [Notes]

Sligo Creek Bridge



Location of New Bridge



Parkland Outlines
Status & Owner
— M-NCPPC Parks
— Other Parks

1 inch = 200 feet



Map Compiled: 5/23/2016
Map Compiled by Land Acquisition Specialist
Based on M-NCPPC GIS Layers
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MONTGOMERY COUNTY PLANNING BOARD
THE MARYLAND NATIONAL CAPITAL PARK AND PLANNING COMMISSION

OFFICE OF THE CHAIRMAN

August 18, 2010

Neil Pedersen
State Highway Administration Transportation
Office of the Administrator
707 North Calvert Street
C-400
Baltimore, MD 21202

RE: Old Georgetown Road(MD187)/West Cedar Lane/Oakmont Avenue
SHA Contract No. MO5935370
Mandatory Referral No. MR2010805

Rockville Pike (MD355)/Cedar Lane/West Cedar Lane Intersection
SHA Contract No. MO5935270
Mandatory Referral No. MR2010806

Rockville Pike (MD355)/Center Drive/ Jones Bridge Road Intersection
SHA Contract No. MO5935470
Mandatory Referral No. MR2010807

Dear Mr. Pedersen:

The Planning Board reviewed the Mandatory Referral of these projects at our regularly scheduled meeting on July 22, 2010 and approved the above projects with the comments listed below.

We appreciate the State Highway Administration's efforts to mitigate the transportation impacts of the BRAC move of Walter Reed Hospital to the National Naval Medical Center campus, and also appreciate your staff's willingness to work with us to continue to improve the design of these projects. We believe that improving the pedestrian and bicyclist facilities and providing better landscaping will help create a multimodal transportation system that furthers our long-term goals in a way that enhances the community.

Our detailed comments are as follows:

General

1. Make additional area bicycle and pedestrian improvements needed to provide safe and convenient access to the NIH and NNMC campuses within the overall BRAC traffic impact area rather than the limits of the individual intersection projects within that area.

2. Revise the proposed handicap ramp designs to meet ADA Best Practices wherever possible, including locating sidewalks and paths behind handicap ramps at intersections to avoid unnecessary grade changes for handicapped persons.
3. Widen proposed sidewalks and shared use paths by two feet where they are located adjacent to the curb.
4. At intersections where SHA believes that a safe ADA-accessible crossing cannot be provided, we recommend that the intersections be signed to prohibit the crossing and to direct pedestrians to the safest crossing.
5. Provide supporting documentation of any final decision not to provide crosswalks on all legs of signalized intersections.
6. Evaluate the lighting along the roads covered by these projects for their adherence to current AASHTO lighting standards and upgrade and augment these facilities where needed.
7. Continue to coordinate with MCDOT on their Countywide Bus Rapid Transit Study and consider the designation of additional through travel lanes as “diamond lanes” for restricted use by buses and high-occupancy vehicles during peak periods along the State highways covered by these projects.
8. Consider providing a four-foot-wide smooth concrete panel as part of the proposed decorative crosswalks to accommodate persons with disabilities.
9. Where large volumes of pedestrians and bikes are expected, consider making the crosswalks wider than ten feet.
10. Provide shade trees between the curb and sidewalk wherever possible. Major deciduous trees are recommended over flowering trees in the ROW to provide a better sense of scale on these wide roads. Utilize species of trees that can accommodate the pruning needed to accommodate overhead utilities.
11. Impervious surfaces in the median should be avoided wherever possible in favor of landscaping. Four-foot-wide medians should be planted with lirioppe.
12. Landscaping and streetscaping should be provided that ensures community compatibility; reflects the national importance of the National Institutes of Health, the National Naval Medical Center, and the Howard Hughes Medical Institute; and is compatible with the landscaping plans of those institutions.
13. Work with our staff to achieve mutually acceptable revisions to landscaping plans for all four intersections within 60 days or prior to submission of Phase 3 for the MD185/Jones Bridge Road project.

14. Provide responses to all other comments within 60 days.

A. Old Georgetown Road (MD 187)/West Cedar Lane/Oakmont Avenue

1. Complete the North Bethesda Trail by replacing the existing sidewalk along the east side of MD187 with a eight-foot-wide minimum shared use path from Charles Street to Alta Vista Road and by extending the proposed path from Center Drive to Lincoln Street.
2. Provide shade trees on both sides of the North Bethesda Trail extension along NIH's frontage and provide additional planting materials to enhance this facility. Provide shade trees between the curb and sidewalk/path elsewhere on this project.
3. Construct the proposed sidewalk on the west side of MD187 five feet from the curb, except in the immediate vicinity of the northeast corner of the Walter Johnson House.
4. Reconsider providing a six-foot-wide pedestrian refuge on the south leg of MD187 at West Cedar Lane/Oakmont Avenue.
5. Provide a design treatment for the proposed sidewalk at the Walter Johnson House that ensures the structural stability of the house and is attractive.
6. At the proposed MD187 median cut-through for the fire station, use the same gray color for the concrete as the rest of the ashlar slate median treatment.

B. Rockville Pike (MD355)/Cedar Lane/West Cedar Lane

1. Permit the PM peak operation of the proposed half-signal at North Wood Road only if there are no significant additional delays to MD 355 traffic.
2. Provide a crosswalk on the south leg of MD355 at Cedar Lane/West Cedar Lane or provide a pedestrian-actuated signal to stop traffic in both directions at the proposed half-signal at North Wood Road. The bus stops on either side of MD355 at North Wood Road should be eliminated if no safe crossing is provided.
3. Offset the proposed shared use path in the northeast and southwest quadrants of the MD355/ Cedar Lane/West Cedar Lane intersection, as well as the sidewalk in the southeast quadrant, so that they are outside the handicap ramp area. Provide a direct sidewalk connection between the sidewalks in the northwest quadrant so that the users do not have to traverse ramps to travel around the corner.
4. Provide a continuous ten-foot-wide shared use path along the west side of MD355 between the West Cedar Lane and Jones Bridge Road intersections.
5. Widen the landscape buffer adjacent to the proposed shared use path to eight to eleven feet along the west side of MD355 between Wilson Drive and the NIH Commercial

Vehicle Inspection Facility. This can be accomplished by using a 4:1 slope between the path and curb without increasing impacts on NIH property.

6. Develop a landscaping plan in conjunction with NIH and NNMC staff that includes provision of shade trees between the shared use path/sidewalk and curb along both sides of MD355 between the West Cedar Lane and Jones Bridge Road intersections.
7. Provide a replacement for the monumental entrance to the Stone Ridge School that is acceptable to the school.
8. Provide mitigation for the impacts to the park property in the northeast quadrant of the MD355/Cedar Lane intersection as follows:
 - a. Design and construct the proposed stormwater facility as a well-landscaped amenity.
 - b. Remove non-native invasive plants from the forested area downstream of the proposed pond site to improve the health and appearance of the streamside forest.
 - c. Relocate the sanitary sewer line as close to the pond site as feasible to minimize the loss of quality forest.
 - d. Reconstruct the shared use path along Cedar Lane from MD355 to Elmhirst Parkway to be offset from the roadway by a five-foot-wide (min.) landscape panel with street trees, outside the immediate area of the culvert under Cedar Lane, where possible while minimizing stream impacts. Where this cannot be accomplished, reconstruct the path to ten feet wide where adjacent to the curb and twelve feet wide where adjacent to both the curb and the culvert parapet.
 - e. Obtain a signed Memorandum of Understanding from the Montgomery County Department of Parks prior to commencement of any construction related activities on parkland.
 - f. Design and construct a hiker-biker trail bridge over Sligo Creek just downstream of Piney Branch Road by June 30, 2012. As a follow-up to our earlier agreement on SHA's Piney Branch Road (MD320) project.

C. Rockville Pike (MD355)/ Center Drive/Jones Bridge Road Intersection

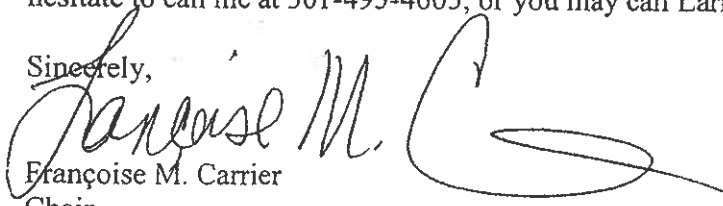
1. Provide a crosswalk on the north leg of MD355 at Jones Bridge Road.
2. Offset the proposed shared use path in the northwest quadrant of the MD355/Center Drive intersection so that it is outside the handicap ramp area.

3. Provide shade trees between the shared use path/sidewalk and curb along both sides of MD355.
4. Continue to coordinate with MCDOT on the MD355 Crossing Study and any resulting project. If large-scale utility relocation is required for a subsequent project, particularly if the NNMC fence is to be moved, we recommend that the undergrounding of utilities be considered. If the utilities are not undergrounded, the poles should be moved back to provide an eight-foot-wide landscape buffer between the curb and sidewalk.
5. Offset the sidewalk on the traffic island at Glenbrook Parkway at MD355 as well as the ramps on either side of the island by about 12-15 feet from the curb to improve pedestrian safety.

The MD355/Cedar Lane project include impacts to parkland, therefore your responses to our comments should document the status of the Section 4(f) evaluation; including avoidance, minimization, and mitigation strategies; with both our staff and FHWA. Section 4(f) mitigation will need to be implemented through a park permit or memorandum of understanding.

Thank you for your attention to this matter and we look forward to continuing to work together on these projects. If you have any questions or comments concerning our review, please do not hesitate to call me at 301-495-4605, or you may call Larry Cole at 301-495-4528.

Sincerely,


Françoise M. Carrier
Chair

MEMORANDUM OF UNDERSTANDING

MD 355 at Cedar Lane
by and between
Maryland State Highway Administration
and
The Maryland-National Capital Park and Planning Commission

THIS MEMORANDUM OF UNDERSTANDING (MOU) executed in duplicate, made effective on this 12th day of September, 2012, by and between the State Highway Administration of the Maryland Department of Transportation, acting for and on behalf of the State of Maryland, hereinafter called "**SHA**", and The Maryland-National Capital Park and Planning Commission, a bi-county commission and State agency, located within Montgomery County and Prince George's County, within the State of Maryland, hereinafter called the "**M-NCPPC**".

WHEREAS, roadway improvements are necessary to successfully accommodate additional anticipated vehicular and pedestrian traffic, which will be generated as a result of the implementation of the 1990 Base Realignment and Closure Act ("**BRAC**") by the United States of America, Department of Defense, at the National Naval Medical Center; and

WHEREAS, SHA is currently designing intersection improvements for BRAC under SHA contract MO593A21 at MD 355 and Cedar Lane and contract MO593B35 at MD 185 and Jones Bridge Road, together hereinafter called the "**BRAC IMPROVEMENTS**"; and

WHEREAS, SHA must obtain property interests at both of the above locations from M-NCPPC to accomplish some of the work included in the BRAC IMPROVEMENTS; and

WHEREAS, the property interests required from M-NCPPC for the BRAC IMPROVEMENTS constitute the right-of-way, hereinafter called "**R/W**"; and

WHEREAS, M-NCPPC has agreed to provide the R/W to SHA at no cost to SHA in exchange for certain mitigating considerations, hereinafter called "**MITIGATION**"; and

WHEREAS, the BRAC IMPROVEMENTS and the MITIGATION may hereinafter be called the "**PROJECT**"; and

WHEREAS, SHA and the M-NCPPC agree that the PROJECT will benefit the parties of this MOU and will promote the safety, health and general welfare of the citizens of the State and Montgomery County.

NOW, THEREFORE, THIS MEMORANDUM OF UNDERSTANDING WITNESSETH, that for and in consideration of the mutual promises and other good and valuable considerations, the receipt and adequacy whereof is hereby acknowledged, be it understood that SHA and the M-NCPPC do hereby agree as follows:

I. DESCRIPTIONS

- A. The PROJECT shall generally consist of the BRAC IMPROVEMENTS and the MITIGATION.
1. The BRAC IMPROVEMENTS include, but are not limited to, roadway widening, culvert and drainage reconstruction, stream rehabilitation, utility relocations, landscape placement, storm water management construction, bus shelter reconstruction, and installation of upgraded sidewalks and shared use path.
 2. The MITIGATION shall consist of (a) design, permitting and construction of the Sligo Creek Trail Bridge (“**Bridge**”) over Sligo Creek just downstream of MD 320 (Piney Branch Road) and the trail leading thereto and extending therefrom, (b) remove all of non-native invasive plants within the limits of the BRAC IMPROVEMENTS on the M-NCPPC property, and (c) upgrade the shared use path along the north side of Cedar Lane within the limits of the BRAC IMPROVEMENTS on M-NCPPC property.
 - a. The use and occupancy of the M-NCPPC property during construction of the MITIGATION shall be at no cost to SHA and subject to the terms and conditions set forth in a permit for construction on Park Property to be issued by M-NCPPC pursuant to Sections II and III of this MOU (the “**M-NCPPC Permit**”).
 - b. The Bridge work shall consist of realigning the Sligo Creek Trail away from the roadway to provide a safer crossing of Sligo Creek for the trail users. The scope of work includes design, permitting and construction of a pedestrian bridge over Sligo Creek parallel to the existing roadway structure on MD 320 over Sligo Creek and tying in to the existing trail at both ends of the proposed pedestrian bridge. Access to MD 320 from the existing trail will be maintained during construction. The scope also includes associated stormwater management, erosion and sediment control, and maintenance of traffic activities necessary to construct the Bridge.
 - c. SHA shall, at no cost to M-NCPPC, (i) advertise the Bridge project for bids, and (ii) award and administer the construction contract in accordance with the “Whereas” clauses and the other provisions of this MOU.
 - d. Prior to the start of work on the MITIGATION and subject to Sections II and III of this MOU, SHA shall obtain an M-NCPPC Permit.
- B. The R/W shall consist of property interests that M-NCPPC shall grant and/or convey to SHA, subject to the approval of the Full Commission of M-NCPPC, for the BRAC IMPROVEMENTS in exchange for the SHA constructing the MITIGATION. The locations of the R/W are:

1. MD 355 at Cedar Lane – Acquisition of 34,716 square feet of fee simple right-of-way as shown on SHA plat number 58532.
2. MD 185 at Jones Bridge Road – Acquisition of approximately 5,100 square feet of fee and 3,100 square feet of temporary construction easement to be shown on a future SHA plat as reasonably approved by the Commission.

II. SHA RESPONSIBILITIES

- A. SHA shall design and construct the PROJECT at the sole expense of SHA.
- B. In accordance with SHA's standard procedures and all applicable Federal and State laws and requirements regarding same, SHA shall accomplish all tasks necessary to acquire the R/W (property interests) from M-NCPPC required for the PROJECT. The required R/W shall include, but not be limited to, construction easements, drainage easements, rights-of-entry and fee simple property acquisition. The acquisition tasks will include, but not be limited to, title examinations and reports, plat and deed preparation, and settlements.
- C. SHA shall not hold M-NCPPC responsible or liable for any design or construction related costs associated with the PROJECT.
- D. SHA shall (i) advertise the BRAC IMPROVEMENTS for construction bids, (ii) award and administer the construction contract for the BRAC IMPROVEMENTS, (iii) construct the BRAC IMPROVEMENTS as shown on the final BRAC IMPROVEMENTS plans, and (iv) provide Construction Engineering Services for construction of the BRAC IMPROVEMENTS.
- E. SHA shall provide M-NCPPC with plans at each phase of the BRAC IMPROVEMENTS design (i.e., Preliminary Investigation [PI], final review and Plans, Specifications & Estimates [PS&E]) for its review and approval during each phase; however, SHA shall have sole authority for determining the BRAC IMPROVEMENTS design and revisions thereto.
- F. Subject to SHA's reasonable discretion, SHA shall incorporate M-NCPPC's written review comments as they affect the Bridge into SHA's review comments.
- G. Upon completion of the PROJECT, SHA shall maintain the BRAC IMPROVEMENTS.
- H. SHA shall provide M-NCPPC with detailed construction plans at each phase of the MITIGATION design (i.e., Preliminary Investigation [PI], final review and Plans, Specifications & Estimates [PS&E]) for M-NCPPC review and approval during each phase. All design for the MITIGATION must meet all local, state, and federal laws, codes, rules, and regulations, as applicable.
- I. M-NCPPC shall have the right to inspect and approve the construction work performed for the MITIGATION at various times as determined by M-NCPPC as construction progresses as well as prior to substantial completion and prior to final completion.
- J. SHA shall complete the MITIGATION on or before January 1, 2015.
- K. Upon approval of all work associated with the MITIGATION, pursuant to approved plans and specifications, and acceptance thereof as evidenced by a letter of completion, M-NCPPC shall own and maintain the MITIGATION.

III. M-NCPPC RESPONSIBILITIES

- A. By execution of this MOU, the M-NCPPC hereby grants to SHA, its agents, successors, assigns, contractors, sub-contractors, and employees a right-of-entry onto the M-NCPPC owned property described in Paragraphs I.B.1 and I. B.2 above.
- B. The M-NCPPC shall grant and convey to SHA, at no cost to SHA and subject to the approval of the Full Commission of M-NCPPC, all R/W in fee simple on property owned by M-NCPPC that SHA reasonably determines, in its sole discretion, are needed for the construction of the BRAC IMPROVEMENTS.
- C. The M-NCPPC shall also issue M-NCPPC Permits to SHA to construct the MITIGATION as required during the PROJECT after M-NCPPC has approved the final detailed design and construction plans for the MITIGATION.
- D. M-NCPPC shall have the right to review plans or design related materials for the BRAC IMPROVEMENTS and the MITIGATION that are provided by SHA for that purpose and shall provide written comments to SHA within twenty-one (21) calendar days following receipt thereof.
- E. Upon acceptance of the MITIGATION as specified in Paragraph II.K of this MOU, the M-NCPPC shall own and maintain the MITIGATION.

IV. GENERAL

- A. Whenever the approval of SHA or the M-NCPPC is required under this MOU, such approval will not be unreasonably withheld or delayed.
- B. The parties hereto agree to cooperate with each other to accomplish the terms and conditions of this MOU.
- C. This MOU shall inure to and be binding upon the parties hereto, their agents, successors, and assigns.
- D. This MOU and the rights and liabilities of the parties hereto shall be determined in accordance with Maryland law and in courts located in Montgomery County, Maryland.
- E. The recitals (WHEREAS clauses) at the beginning of this MOU are incorporated herein as part of this MOU.
- F. If SHA is delayed, hindered or prevented from performing any act or thing required to be performed pursuant to the terms of this MOU because of budgetary constraints, strikes, lockouts, casualties, acts of God, labor troubles, material shortages, riots, insurrections, war or other causes beyond its reasonable control, then the performance of such act or thing shall be excused for the period of delay and the time for performance of such act or thing shall be extended for a period equivalent to the period of such delay.

G. All notices and/or invoices, if to M-NCPPC, shall be addressed to:

Mr. Douglas Burton, Project Manager
M-NCPPC, Park Development Division
9500 Brunett Avenue
Silver Spring, MD 20901
Phone: (301) 495-3584
E-mail: douglas.burton@montgomeryparks.org

If to SHA:

Mr. Brian Young
District Engineer, D-3
State Highway Administration
9300 Kenilworth Ave
Greenbelt, MD 20770
Phone: 301-513-7311
E-Mail: byoung@sha.state.md.us

With a copy to:

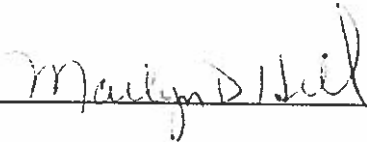
Mr. Glenn Klaverweiden, Agreements Coordinator
Regional and Intermodal Planning Division
State Highway Administration
Mail Stop C-502
707 N. Calvert Street
Baltimore MD 21202
Phone: 410-545-5677
Fax: 410-209-5025
E-mail: gklaverweiden@sha.state.md.us

[SIGNATURE PAGES FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this MEMORANDUM OF UNDERSTANDING to be executed by their proper and duly authorized officers, on the day and year first above written.

**STATE HIGHWAY
ADMINISTRATION**

WITNESS:




BY:  9/10/12 (SEAL)
Melinda B. Peters Date
Administrator

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:**

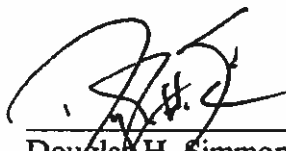


Assistant Attorney General

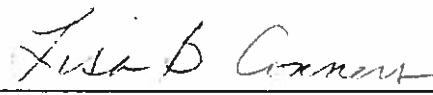
RECOMMENDED FOR APPROVAL:



Gregory D. Welker
Deputy Administrator/Chief Engineer
for Operations




Douglas H. Simmons
Deputy Administrator/Chief Engineer
for Planning, Engineering, Real Estate and
Environment




Lisa B. Conners
Director of Finance

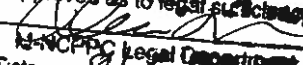
MARYLAND NATIONAL CAPITAL
PARK AND PLANNING COMMISSION
a bi-county commission and State agency

ATTEST:



Joseph C. Zimmerman
Secretary-Treasurer

BY:  (SEAL)
Patricia Colihan Barney
Executive Director
Date: 8/11/12

Approved as to legal sufficiency

M-NCPPC Legal Department
Date 8/7/12

FUNDS CERTIFIED AVAILABLE
By N/13 RESC 8/17/12
For Secretary-Treasurer

M-NCPPC 16-____

Approval of Conveyance of Commission Real Estate for Bridge Construction Services of the Maryland State Highway Administration of the Maryland Department of Transportation

Date of Hearing: July 20, 2016

RESOLUTION

WHEREAS, The Maryland-National Capital Park and Planning Commission (“Commission”) is authorized under the Annotated Code of Maryland, Land Use Article (“Land Use Article”) §17-205 to sell, convey, and transfer any land held by it and deemed by the Commission not to be needed for park purposes or other authorized purposes; and

WHEREAS, the Maryland State Highway Administration of the Maryland Department of Transportation (“SHA”) proposes to make certain intersection improvements in Montgomery County, Maryland, to mitigate transportation impacts of the U.S Department of Defense’s Base Realignment and Closure Act (BRAC) which required the move of Walter Reed Hospital to the National Medical Center campus in Bethesda (the “Intersection Improvements”); and

WHEREAS, the Commission holds certain real property interests in parkland known as Elmhirst Parkway Neighborhood Conservation Area (“Elmhirst”) and North Chevy Chase Local Park (“North Chevy Chase”) which are recorded among the Land Records of Montgomery County, Maryland in Liber 718 at folio 295 and Liber 3388 at folio 604, respectively, and;

WHEREAS, SHA has communicated to the Commission’s Montgomery County Departments of Parks of SHA’s need for a total of 32,716 square feet, more or less, or 0.7511 of an acre of parkland, in fee simple, at Elmhirst to implement the intersection improvements; and.

WHEREAS, SHA has also communicated to the Commission’s Montgomery County Departments of Parks of SHA’s need for a total of 3,354 square feet, more or less, or 0.077 of an acre of parkland, in fee simple, and 964 square feet, more or less, or 0.022 of an acre of parkland, in temporary easement area, at North Chevy Chase to implement the Intersection Improvements; and

WHEREAS, on July 22, 2010, the Montgomery County Planning Board (the “Planning Board”) approved, with comments, SHA’s Mandatory Referrals for the Intersection Improvements (Mandatory Referral No’s. MR2010805 through MR2010807) which included the condition that SHA design, permit and construct, at no cost to the Commission, a new trail bridge over Sligo Creek, downstream from MD Rte. 320 (Piney Branch Road) in Silver Spring (“Bridge Construction Services”), as mitigation for the parkland needed by the Intersection Improvements; and

WHEREAS, the Commission and SHA have entered in a Memorandum of Understanding dated September 12, 2012, that memorializes the terms and conditions for the conveyance of parkland by the Commission to SHA for the Intersection Improvements, in exchange for Bridge Construction Services by SHA; and

WHEREAS, staff of the Commission’s Montgomery Department of Parks, on June 16, 2016, reported to the Planning Board that the disposition of land in exchange for Bridge Construction Services as described herein is consistent with the Planning Board’s Mandatory Referral approval of SHA’s Intersection Improvements projects and the Memorandum of Understanding between the Commission and SHA dated September 12, 2012; and

WHEREAS, the staff report contained a recommendation that the Planning Board accept the Bridge Construction Services from SHA as mitigation for the parkland needed by SHA at Elmhirst and North Chevy Chase for the Intersection Improvements; and

WHEREAS, the Planning Board, at its public meeting held on June 16, 2016, reviewed and approved the analysis concerning this disposition of Commission property with SHA to accommodate SHA's intersection improvements in consideration for SHA's mitigation work via the Bridge Construction Services, subject to the Commission's approval of the said disposition of Commission property.

NOW, THEREFORE, BE IT RESOLVED that, the Commission hereby adopts the findings of the Montgomery County Planning Board; accepts the Montgomery County Planning Board's recommendation; and hereby approves the conveyance of the Commission property interests in Elmhirst and North Chevy Chase, as described above, to SHA.

BE IT FURTHER RESOLVED that, in connection with the transaction contemplated herein, the Executive Director is authorized to execute and deliver, on behalf of the Commission, any and all such agreements, certificates, documents, and/or instruments, and to do or cause to be done, any and all such acts, as the Executive Director deems necessary or appropriate to make effective or to implement the intended purposes of the foregoing resolutions, without limitation, and the taking of all such actions deemed conclusively to be authorized hereby.

* * * * *

CERTIFICATION

This is to certify that the foregoing is a true and correct copy of Resolution No. 16-____, adopted by The Maryland-National Capital Park and Planning Commission on motion of Commissioner -_____, seconded by Commissioner _____, with Commissioners _____, _____, _____, _____, _____, and _____ voting in favor of the motion at its regular meeting held on Wednesday, July 20, 2016 in Silver Spring, Maryland.

Patricia Colihan Barney
Executive Director