S.R.C. MINUTES

DISTRICT NO. 6

ALLEGANY COUNTY

1. ALLEGANY

RECEIVED
DEC 14 2010
HIGHWAY INFORMATION
SERVICES DIVISION

Memorandum of Action of Gregory I. Slater
Director – Office of Planning and Preliminary Engineering

October 4, 2010

Gregory I. Slater, Director – Office of Planning and Preliminary Engineering executed a Road Transfer Agreement dated September 20, 2010 between the State Highway Administration and the City of Cumberland, Maryland, relative to the transfer of the following described section of roadway from the City to the State Highway Administration, and subject to the conditions more fully set forth in the agreement. The effective date of transfer of the roadway to the SHA from the City will be upon the complete execution of the Road Transfer Agreement.

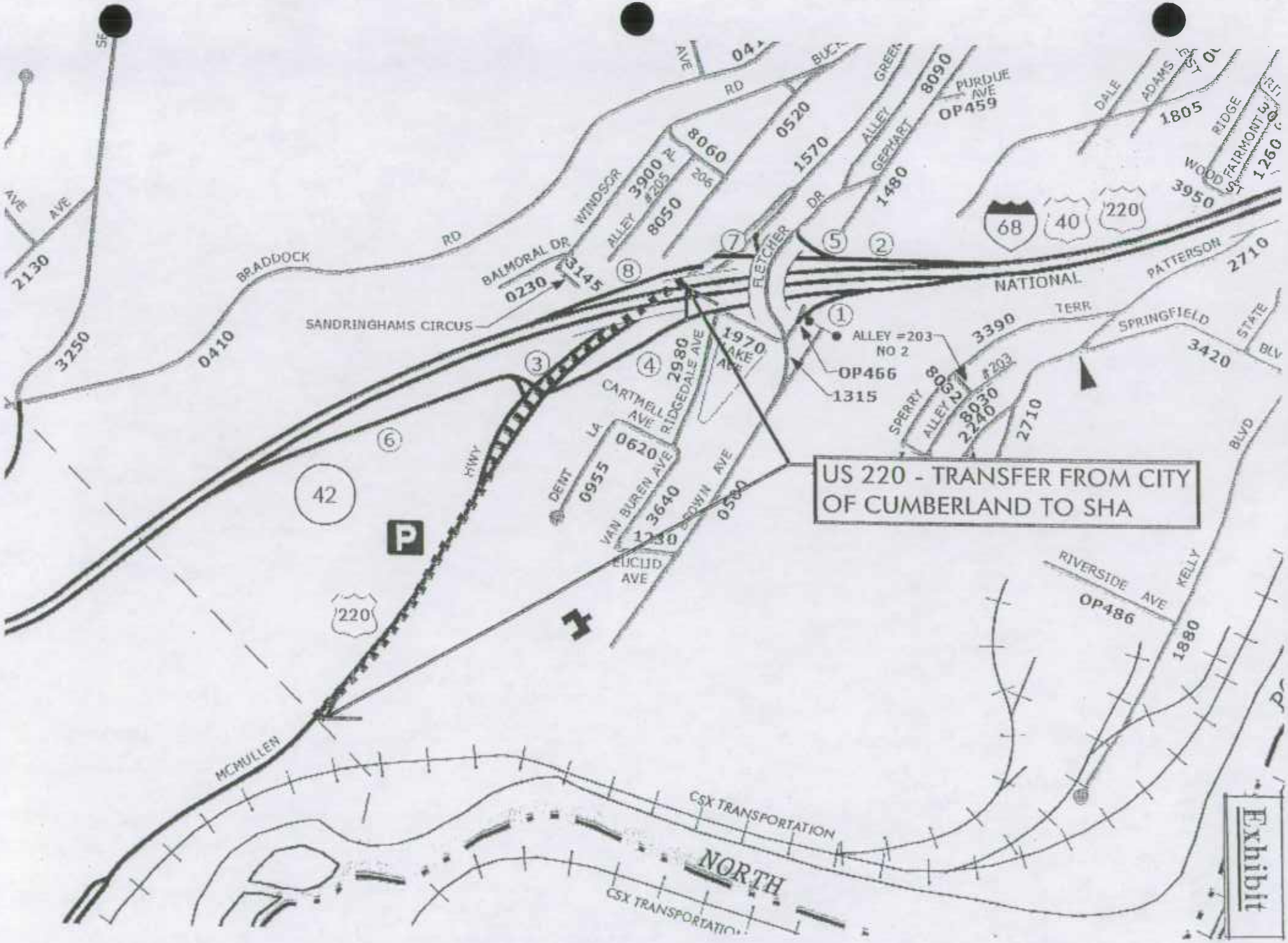
City of Cumberland, Maryland to the State Highway Administration:

US 220 – McMullen Highway – From the current southwestern corporate limits of Cumberland (1900 feet north of Upper Potomac Industrial Street Park [CO 863]) to the current end of municipal maintenance at the I – 68 overpass (structure # 0110500 [old number 1105] up to the end of the concrete roadway), for a total distance of 0.49 mile, plus or minus.

Total length of Roadway from City of Cumberland to the SHA---------- 0.49 mile, plus or minus.

Item No.: 91117

Said agreement has previously been executed by the appropriate City officials and approved as to form and legal sufficiency by Peyton Paul Phillips, Assistant Attorney General for the State of Maryland.


US 220 - TRANSFER FROM CITY OF CUMBERLAND TO SHA
NORTH
Exhibit
SANDRINGHAMS CIRCUS
BRADDOCK RD
BALMORAL DR
WINDSOR ALLEY
FLETCHER DR
GEPHART ALLEY
GREEN
PURDUE AVE
OP459
NATIONAL
PATTERSON
TERR
SPRINGFIELD
STATE BLV
DALE
ADAMS
RIDGE
WOOD
FAIRMONT
ALLEY =203 NO 2
OP466
1315
SPERRY
ALLEY 2
CARTMELL AVE
RIDGEDALE AVE
LAKE AVE
VAN BUREN AVE
BROWN AVE
EUCLID AVE
DENT
HWY
MCMULLEN
CSX TRANSPORTATION
RIVERSIDE AVE
OP486
KELLY
BLVD
68
40
220
42
P

S. H. A.

Mr. S. Ade
Mr. M. Baxter
Mr. W. E. Brauer, III
Mr. G. Cooley
Mr. M. Flack
Mr. S. Foster
Mr. E. Freedman
Mr. D. German
Mr. B. Grey
Mr. T. Hicks
Mr. M. Haley
Ms. C. Kennedy
Mr. K. McClelland
Mr. J. Miller
Ms. J. Miller
Mr. N. Pedersen
Mr. K. Powers
Mr. G. Welker
Ms. R. Rymer
Mr. G. Slater
Mr. B. Smith
Mr. T. Crawford
Ms. R. Harden

CITY OF CUMBERLAND, MARYLAND

Mr. John DiFonzo
City Engineer

Ms. Marjorie A. Eirich
City Clerk

Mr. Lee N. Fiedler
City Mayor

Mr. Michael Scott Cohen
City Solicitor

ROAD TRANSFER AGREEMENT

THIS ROAD TRANSFER AGREEMENT, made this 20th day of September, 2010, by and between the State Highway Administration (SHA) of the Department of Transportation of Maryland, hereinafter referred to as the **"Highway Administration"**, party of the first part, and The Mayor and City Council of Cumberland, Maryland, hereinafter referred to as the **"City"**, party of the second part.

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

WHEREAS, the City has agreed to transfer to the Highway Administration the hereinafter described section of road which was constructed by the City and the Highway Administration has agreed to accept same as an integral part of the State Highway system.

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

1. The City does hereby agree to transfer unto the Highway Administration, and the Highway Administration does hereby agree to accept from the City jurisdiction over, and responsibility for the maintenance of the following described section of City street and mileage as part of the State Highway system, hereinafter referred to as the " **roadway** " as shown on the **Exhibit** attached hereto and incorporated herein:

City of Cumberland, Maryland to the SHA :

A. US 220- McMullen Highway- From the current southwestern corporate limits of Cumberland (1900 feet north of Upper Potomac Industrial Park Street[CO 863]) to the current end of municipal maintenance at the I-68 overpass (structure # 0110500 [old number 1105] up to the end of the concrete roadway) for a total distance of 0.49 mile plus or minus.

B. Total Mileage to the SHA from the City of Cumberland----------0.49 mile plus or minus.

Item No.: 91117

2. Conveyance of the roadway from the City to the Highway Administration is subject to the following conditions:

   A. The effective date of transfer of the roadway to the Highway Administration shall be upon complete approval and execution of this agreement.

   B. The roadway will be included in the Highway Administration inventory as of December 1st of the year referred to in item "A" above.

   C. The basis for the allocation of funds to the City will be reduced by the roadway mileage (0.61 plus or minus miles) transferred to the Highway Administration beginning July 1st of the year following the date as set forth in Item B above.

   D. The transfer of the roadway to the Highway Administration is made on an "as-is" basis, including the existing right of way, the existing condition of the roadway and all appurtenances.

   E. The Highway Administration will accept jurisdiction over and responsibility for the maintenance of said roadway as of the effective date of transfer as set forth in item "A." above.

3. The City will hereafter prepare a deed conveying the roadway to the Highway Administration, subject to the approval of The Mayor and City Council of Cumberland, Maryland. A copy of the proposed deed along with the City plats will be presented to the party of the first part for review, with the understanding that the City will execute and record the deed unless notified of any errors in the deed description by the party of the first part within thirty (30) days of said party's receipt of the deed.

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

THE STATE HIGHWAY ADMINISTRATION OF
THE DEPARTMENT OF TRANSPORTATION

WITNESS:

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

RECOMMENDED FOR APPROVAL

Approved as to form and legal sufficiency
this 3rd day of November, 2009.

_____
Stephen N. Clarke, Jr. Chief
Utility and Road Conveyance Section

_____
Peyton Paul Phillips
Assistant Attorney General

CITY OF CUMBERLAND
SIGNATURE PAGE

WITNESS:

THE MAYOR AND CITY COUNCIL OF CUMBERLAND, MARYLAND

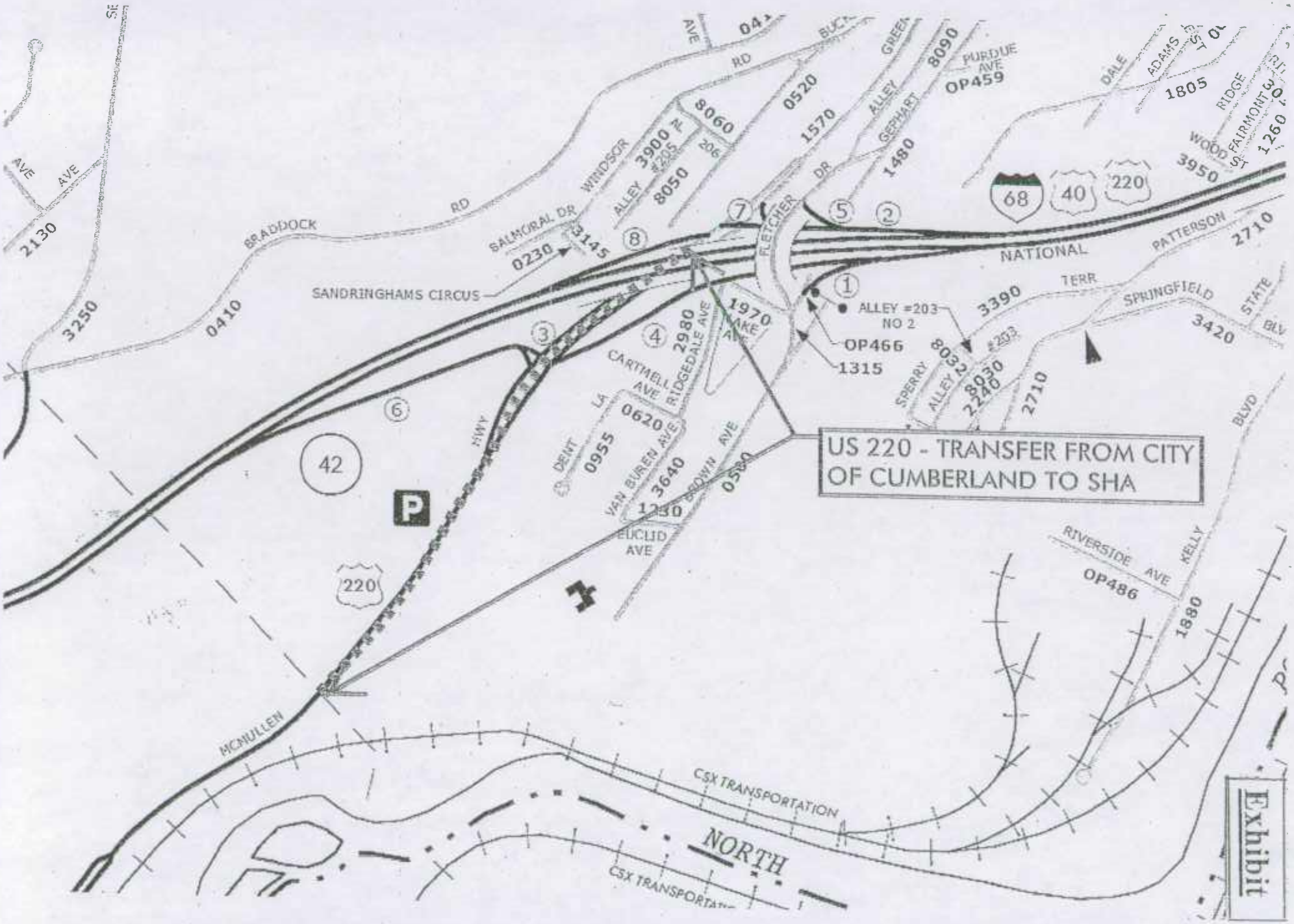
By: _____
City Mayor

RECOMMENDED FOR APPROVAL

Approval as to form and legal sufficiency
this _____ day of _____, 2009

_____
City Engineer

_____
City Attorney


US 220 - TRANSFER FROM CITY OF CUMBERLAND TO SHA
NORTH
Exhibit
NATIONAL
PATTERSON
TERR
SPRINGFIELD
STATE
BLV
BLVD
FLETCHER
DR
BRADDOCK
RD
SALMORAL DR
WINDSOR
ALLEY
SANDRINGHAMS CIRCUS
CARTMELL AVE
RIDGEDALE AVE
LAKE AVE
VAN BUREN AVE
BROWN AVE
EUCLID AVE
DENT
LA
HWY
MCNULLEN
CSX TRANSPORTATION
RIVERSIDE AVE
KELLY
SPERRY
ALLEY 2
ALLEY #203
NO 2
OP466
OP459
OP486
PURDUE AVE
GEPHART
DALE
ADAMS
RIDGE
WOOD
FAIRMONT
68
40
220
42
P
0410
0230
3145
3250
2130
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8060
8050
0520
1570
1480
8090
1805
1260
3950
2710
3390
3420
2980
1970
1315
8032
8030
2240
0620
0955
3640
1230
1880

Werner Schlough

From: Bob Merritt

Sent: Thursday, April 02, 2009 3:26 PM

To: Werner Schlough

Subject: MD 51B in Allegany County

Werner,
On MD 51B (Messick Road) which will become MD 639 we have a small structure at MP 0.02 Structure No. 01055X0 SPP 7' x 5' - 1" that was not located on the 2007 MP book. The bridge on Williams Road over Evitt's Creek will become Bridge No. 0117700. The 7' x 6' box culvert on Messick Road will be 01258X0.

Bob

RECEIVED
FEB 05 2009
HIGHWAY INFORMATION SERVICES DIVISION

MEMORANDUM OF ACTION OF GREGORY I. SLATER
DIRECTOR - OFFICE OF PLANNING AND PRELIMINARY ENGINEERING

C.S. 2/3/09

January 29, 2009

Gregory I. Slater, Director-Office of Planning and Preliminary Engineering executed a Road Transfer Agreement dated December 30, 2008 between the State Highway Administration and the Board of County Commissioners of Allegany County, Maryland, relative to the transfer of the following described sections of roadway listed below, and subject to the conditions more fully set forth in the agreement. The effective date of transfer of MD 51C to the County will be upon the date of the executed Road Transfer Agreement. The effective date of transfer of MD 657 to the County will be upon the completion of the proposed improvements to Skids Hill Road as constructed under contract number AL3475177. The effective date of transfer of the two County roadways to the SHA will upon the date of the executed Road Transfer Agreement.

State Highway Administration to Allegany County, Maryland:

a) **MD 51-C (Starlite Drive)** – from Messick Road to current end of state maintenance, a total distance of 0.27 miles ± - Now Co 888

b) **MD 657(Skids Hill Road)** – from the approximate municipal limits of Lonaconing (0.29 mile northwest of MD36) to the Garrett County boundary line, a total distance of 1.53 mile ±

Total mileage to the County 1.80 miles ±

Allegany County, Maryland, to The State Highway Administration:

Now part of MD 639 *

c) **Williams Road (CO440)**- from MD 639, Willowbrook Road to Messick Road, a total distance of 0.58 mile ±

d) **Messick Road (CO486)**- from 0.03 mile north of MD 51 (currently designated as MD 51-B) to Williams Road, a total distance of 0.73 mile±

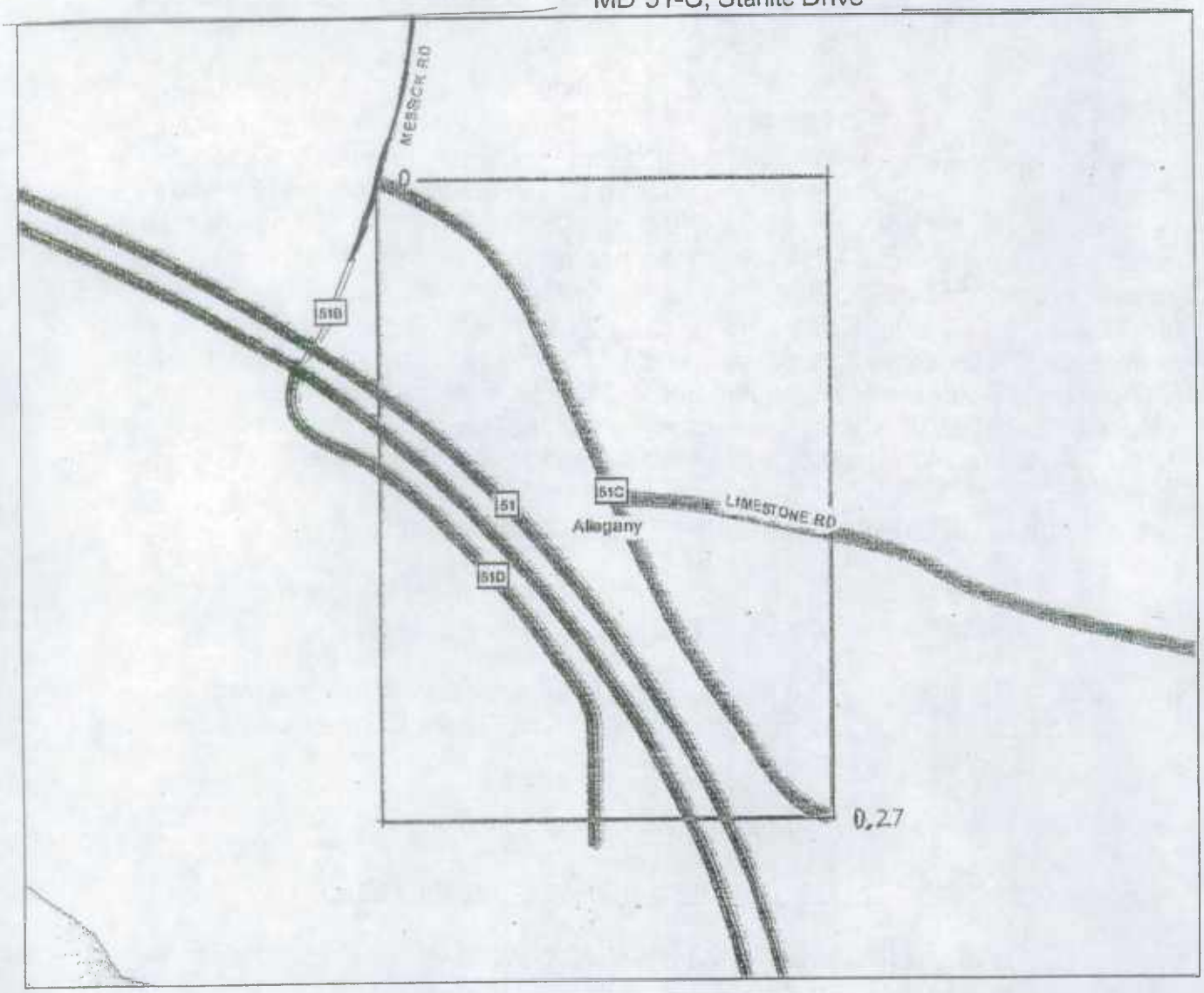
Total Mileage to the SHA 1.31 miles Item No.: 91095

Said agreement was previously executed by the appropriate County officials and approved as to form and legal sufficiency by Assistant Attorney General for the State of Maryland, Peyton Paul Phillips.

* MD 51-B is now part of MD 639

Exhibit 1

MD 51-C, Starlite Drive



S. H. A.

Mr. S. Ade
Mr. M. Baxter
Mr. W. E. Brauer, III
Mr. G. Cooley
Mr. M. Flack
Mr. S. Foster
Mr. E. Freedman
Mr. D. German
Mr. B. Grey
Mr. F. Prochazka
Mr. M. Haley
Mr. T. Hicks
Mr. A. Crawford

Mr. K. McClelland
Mr. J. Miller
Ms. J. Miller
Mr. N. Pedersen
Mr. K. Powers
Mr. D. Rose
Ms. R. Rymer
Mr. G. Slater
Ms. J. Freedman-Breckon
Ms. L. Zerbee
Ms. C. Kennedy
Ms. R. Harden

ALLEGANY COUNTY, MARYLAND

The Board of County Commissioners of Allegany County, Maryland
Mr. James J. Stakem, President
Mr. Robert M. Hutcheson, Member
Mr. Dale R. Lewis, Member
Ms. Carol A. Gaffney, Clerk

Mr. W. Stephen Young, Director
Public Works – Allegany County
Mr. William M. Rudd
County Attorney

Exhibit 2

MD 657, Skids Hill Rd

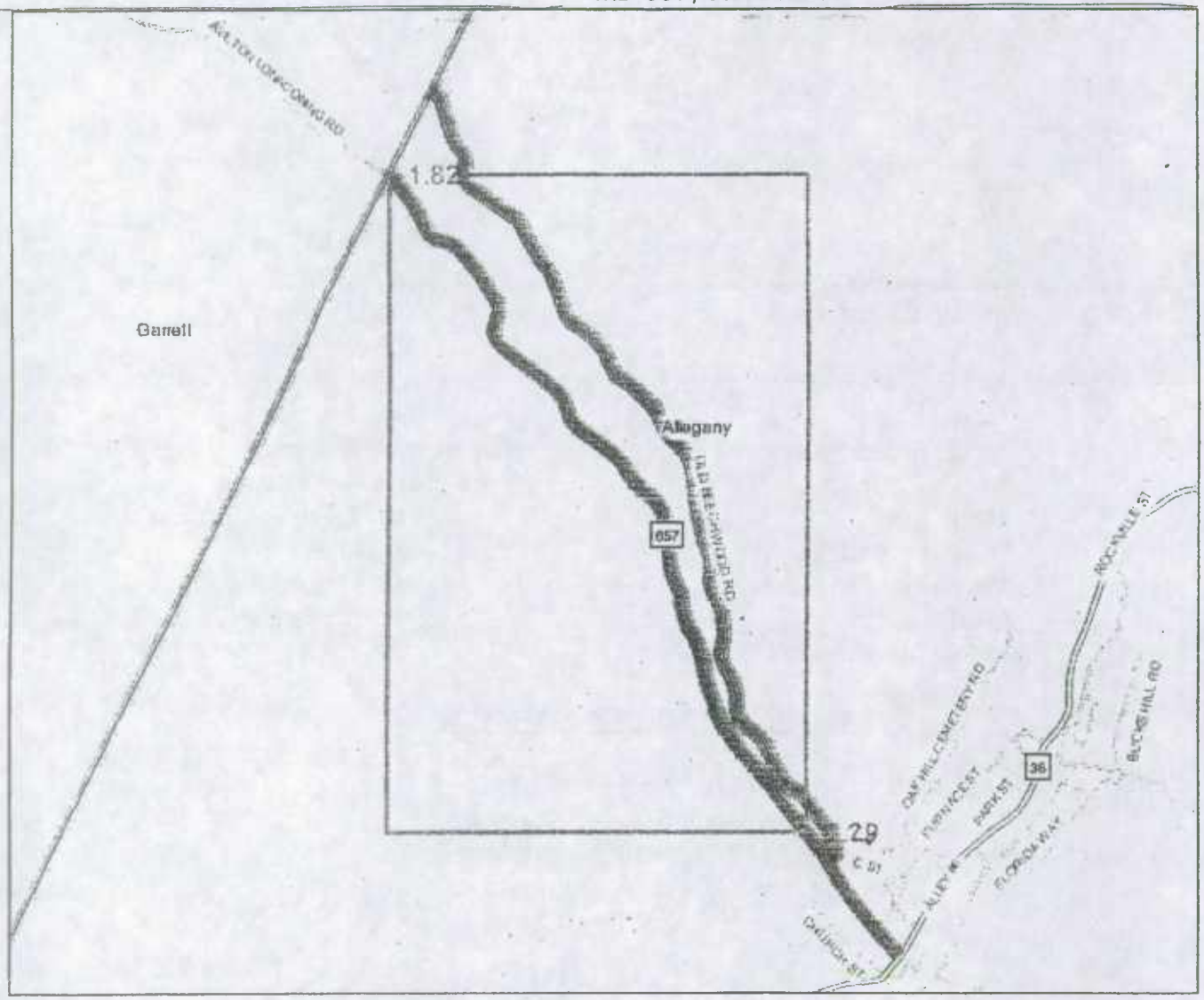


Exhibit 3

Williams Rd, CO 440

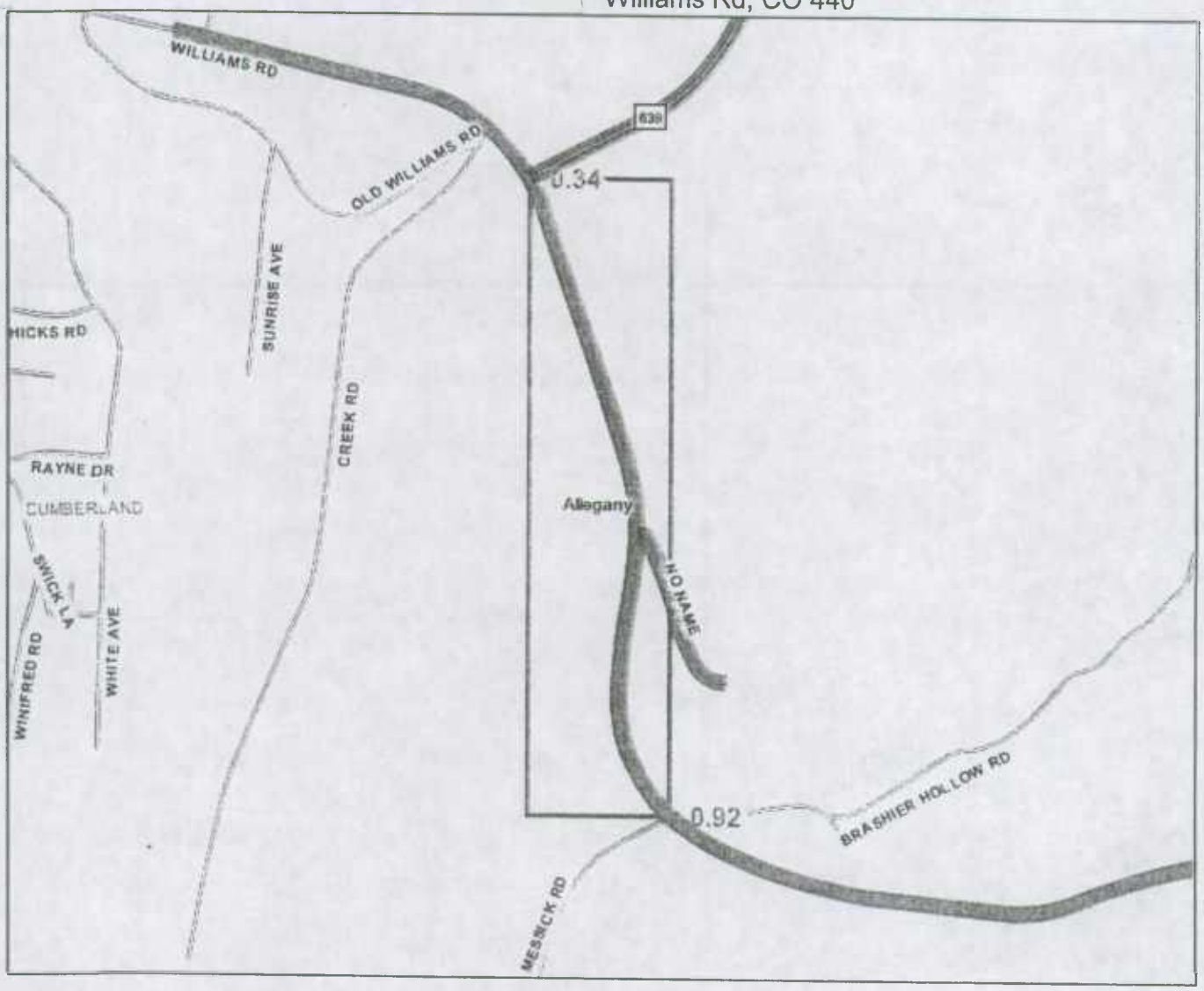
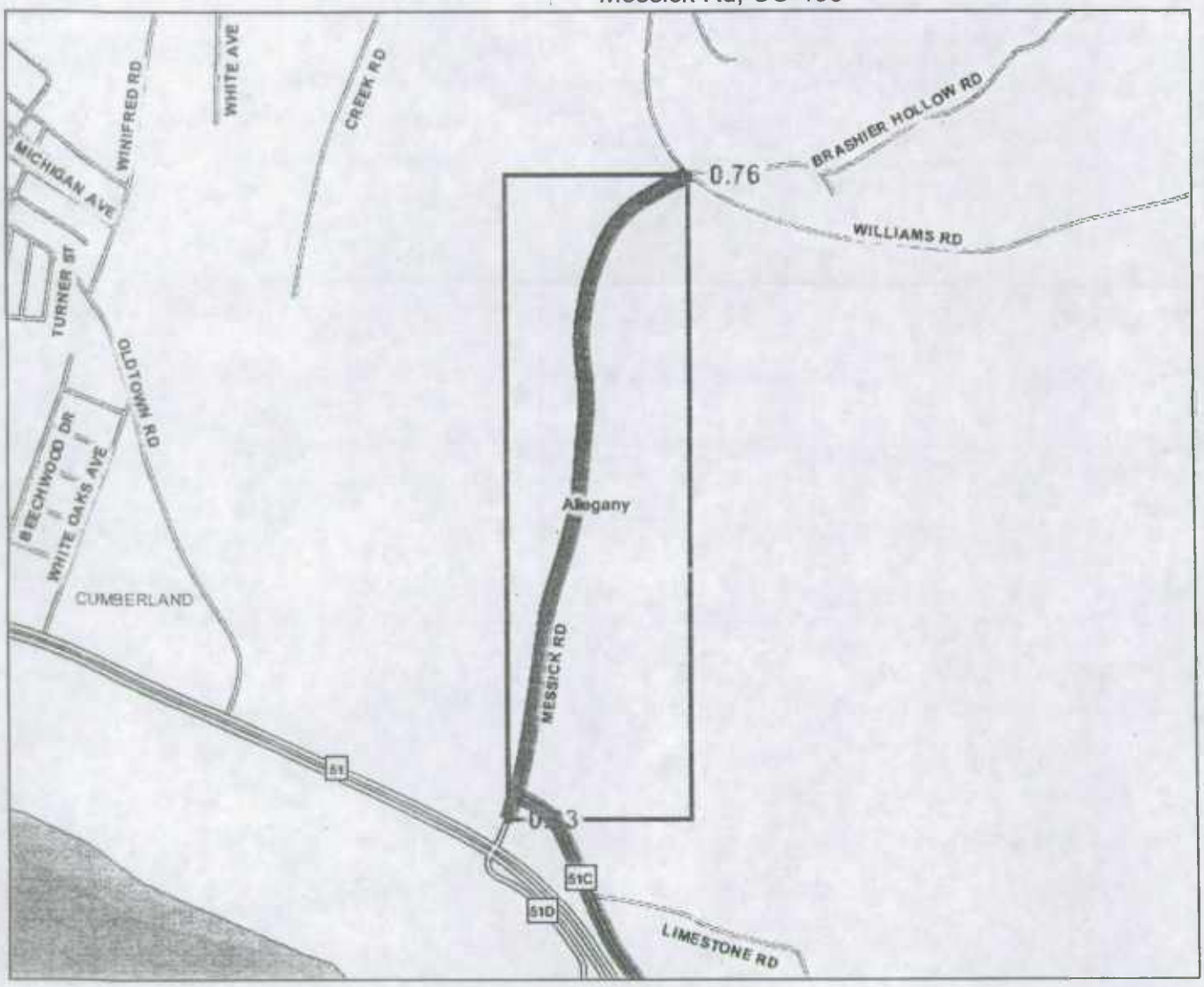


Exhibit 4

Messick Rd, CO 486



RECEIVED
FEB 05 2009
HIGHWAY INFORMATION
SERVICES DIVISION

ROAD TRANSFER AGREEMENT

THIS ROAD TRANSFER AGREEMENT, made this 30th day of December, 2008, by and between the State Highway Administration (SHA) of the Department of Transportation of Maryland, hereinafter referred to as the "Highway Administration", party of the first part, and the Board of County Commissioners of Allegany County, Maryland, a body corporate and politic, hereinafter referred to as the "County", party of the second part.

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

WHEREAS, under authority contained in the transportation article cited above, the political subdivisions of Maryland are empowered to agree to transfer title to, jurisdiction over, and responsibility for the maintenance of any local roadway or portion thereof, to the Highway Administration, and the Highway Administration is empowered to agree to accept title to, jurisdiction over, and responsibility for the maintenance of any local roadway, or portion thereof, from the political subdivisions of Maryland.

WHEREAS, the Highway Administration has agreed to transfer the hereinafter described sections of road which were constructed by the Highway Administration to the County, and the County has agreed to accept same as an integral part of the County road system.

WHEREAS, the County has agreed to transfer the hereinafter described sections of road which were constructed by the County to the Highway Administration, and the Highway Administration has agreed to accept same as an integral part of the State highway system.

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

1A. The Highway Administration does hereby agree to transfer unto the County, and the County does hereby agree to accept from the Highway Administration jurisdiction over, and responsibility for the maintenance of the following described sections of State highway and mileage as part of the County road system, hereinafter referred to as ("Roadways") as shown on **Exhibits** 1 and 2 attached hereto and incorporated herein:

SHA to Allegany County, Maryland:

MD 51-C, Starlite Drive: from Messick Road to current end of state maintenance, a total distance of 0.27 mile (±)

MD 657, Skids Hill Road, from the approximate municipal limits of Lonaconing (0.29 mile northwest of MD 36) to the Garrett County boundary line, a distance of 1.53 miles (±).

Total Mileage to the County _____1.80 ± mile Item No.: 91095

2A. Transfer of the Roadways to the County is subject to the following conditions:

A. The effective date of transfer of MD 51-C (Starlite Drive) shall be upon complete approval and execution of this agreement. The transfer of MD 657 (Skids Hill Road) shall become effective upon the completion and acceptance by both the Highway Administration and the County of the improvements as constructed under contract number AL3475177.

B. The roadways will be included in the County inventory as of December 1st of the year referred to in Item A above.

C. The basis for the allocation of funds to the County will include the Roadways (i.e. the additional 1.80 ± miles) beginning July 1st of the year following the date as set forth in Item B above.

D. The transfer of the Roadways to the County is made on an "as-is" basis, including the existing right of way, the existing condition of the roadways and all appurtenances as well as the improvements to MD 657.

E. The County will accept jurisdiction over and responsibility for the maintenance of said Roadways as of the effective date of transfer as set froth in Item A above.

3A. The Highway Administration will hereafter prepare a deed conveying the Roadways to the County, subject to the approval of the Board of Public Works of Maryland. A copy of the deed, plats and Road Transfer Agreement will be presented to the party of the second part for review, with the understanding that the Highway Administration will execute and record the deed unless notified of any errors in the deed description by the party of the second part within thirty (30) days of said party's receipt of the deed.

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

1B. The County does hereby agree to transfer unto the Highway Administration, and the Highway Administration does hereby agree to accept from the County jurisdiction over, and responsibility for the maintenance of the following described sections of State highway and mileage as part of the State Highway system, hereinafter referred to as the ("Roadways") as shown on **Exhibits** 3 and 4 attached hereto and incorporated herein:

Allegany County, Maryland to SHA:

Williams Road, Co 440, from MD 639, Willowbrook Road to Messick Road, a distance of 0.58 mile (±).

Messick Road, CO 486, from 0.03 mile north of MD 51 (currently designated as MD 51-B) to Williams Road, a distance of 0.73 mile (±).

Total Mileage to the SHA - 1.31 ± mile

2B. Transfer of the Roadways to the Highway Administration is subject to the following conditions:

A. The effective date of transfer of the Roadways to the Highway Administration shall be upon complete approval and execution of this agreement.

B. The Roadway mileage transferred from the County to the Highway Administration will be included from the County inventory as of December 1st of the year referred to in Item A above.

C. The basis for the allocation of funds will exclude the 1.31 ± miles in the allocation to the County beginning July 1st of the year following the date as set forth in Item 2 above.

D. The transfer of the Roadways to the Highway Administration is made on an "as-is" basis, including the existing right of way, the existing condition of the Roadway and all appurtenances and bridge structures (including the two box culverts).

E. The Highway Administration will accept jurisdiction over and responsibility for the maintenance of Roadways as of the effective date of transfer as set forth in Item A above.

3B. The County will hereafter prepare a deed conveying the Roadways to the Highway Administration. A copy of the deed, plats and Road Transfer Agreement will be presented to the party of the first part for review, with the understanding that the Highway Administration will record the deed unless any errors are found in the deed description by the party of the first part within thirty (30) days of said party's receipt of the deed.

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

THE STATE HIGHWAY ADMINISTRATION OF
THE DEPARTMENT OF TRANSPORTATION

WITNESS:

By: _____
Director, Office of Planning and
Preliminary Engineering

RECOMMENDED FOR APPROVAL

Approved as to from and legal sufficiency
this 6th day of Oct, 2008.

Stephen N. Clarke, Jr. for
Judy Freedman-Breckon, Chief
Property Asset Management Division

Peyton Paul Rudolph
Assistant Attorney General

ALLEGANY COUNTY
Signature Page

BOARD OF COUNTY
COMMISSIONERS OF ALLEGANY
COUNTY, MARYLAND,
a body corporate and politic

WITNESS:

Carol A. Gaffney, Clerk

By: James J. Stakem 12/4/08
James J. Stakem, President Date

Robert M. Hutcheson 12/4/08
Robert M. Hutcheson Date

Dale R. Lewis 12/4/08
Dale R. Lewis Date

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

William M. Rudd, County Attorney

RECOMMENDED FOR APPROVAL:

W. Stephen Young, Director Public Works

Exhibit 1

MD 51-C, Starlite Drive

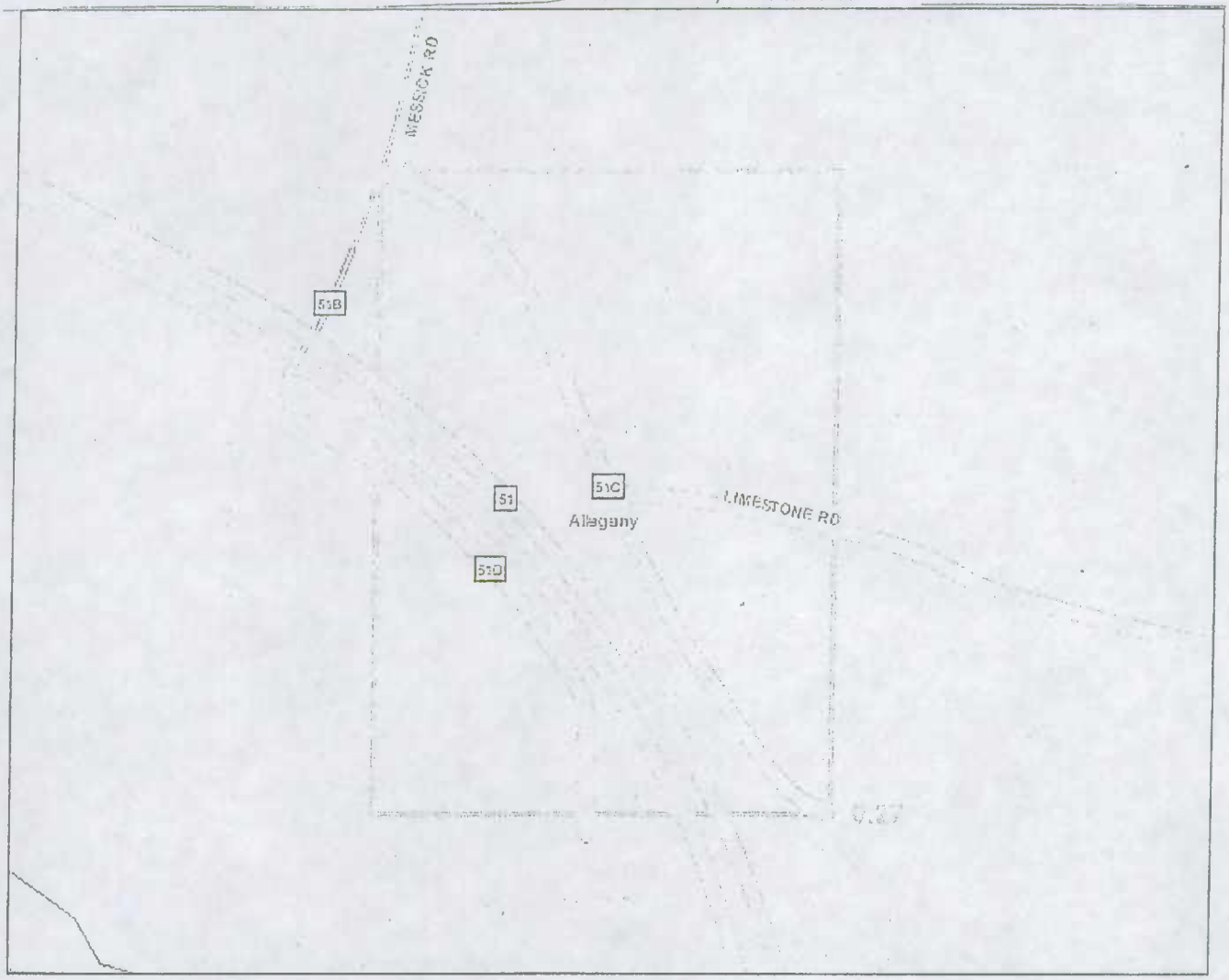


Exhibit 2

MD 657, Skids Hill Rd

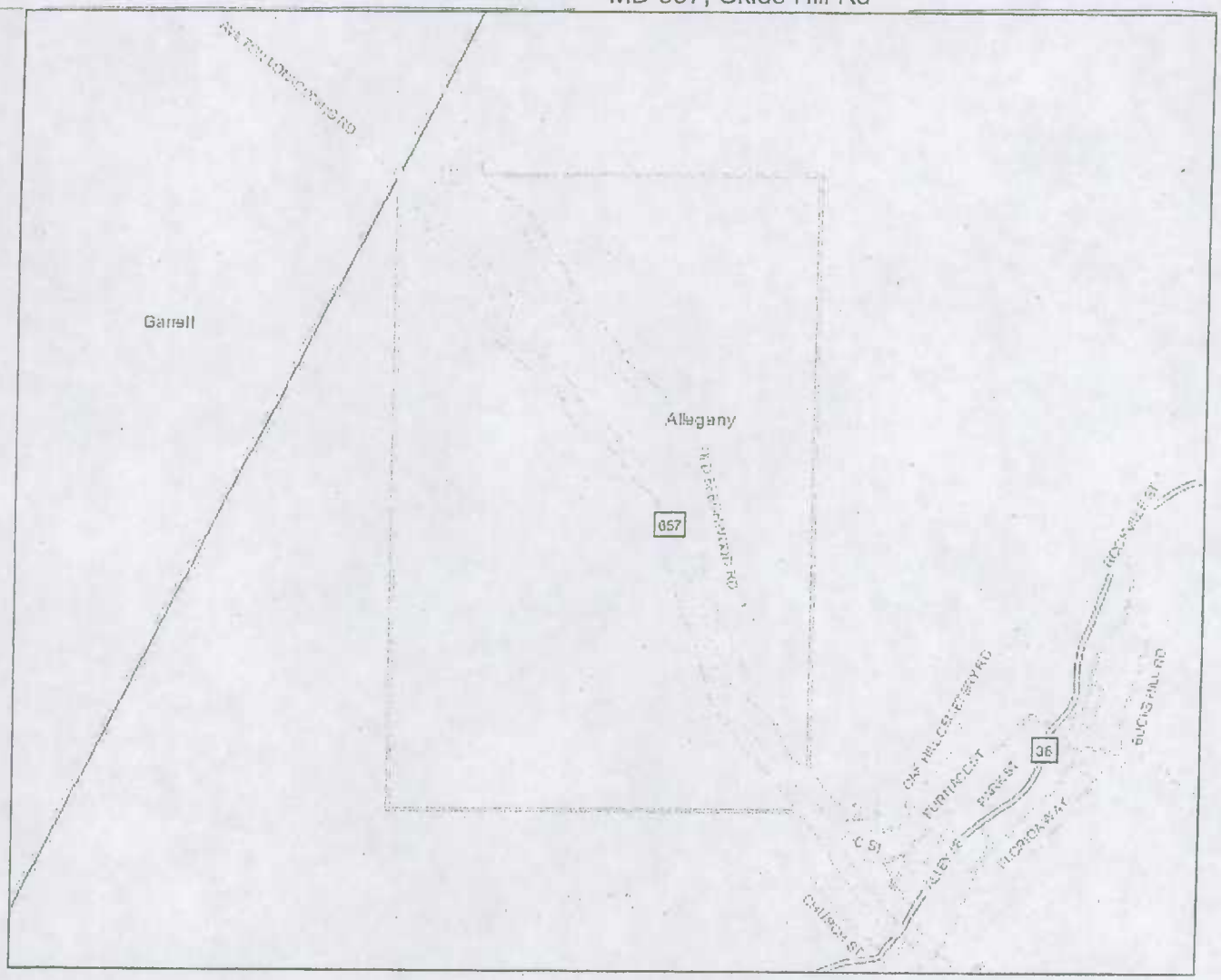


Exhibit 3

Williams Rd, CO 440

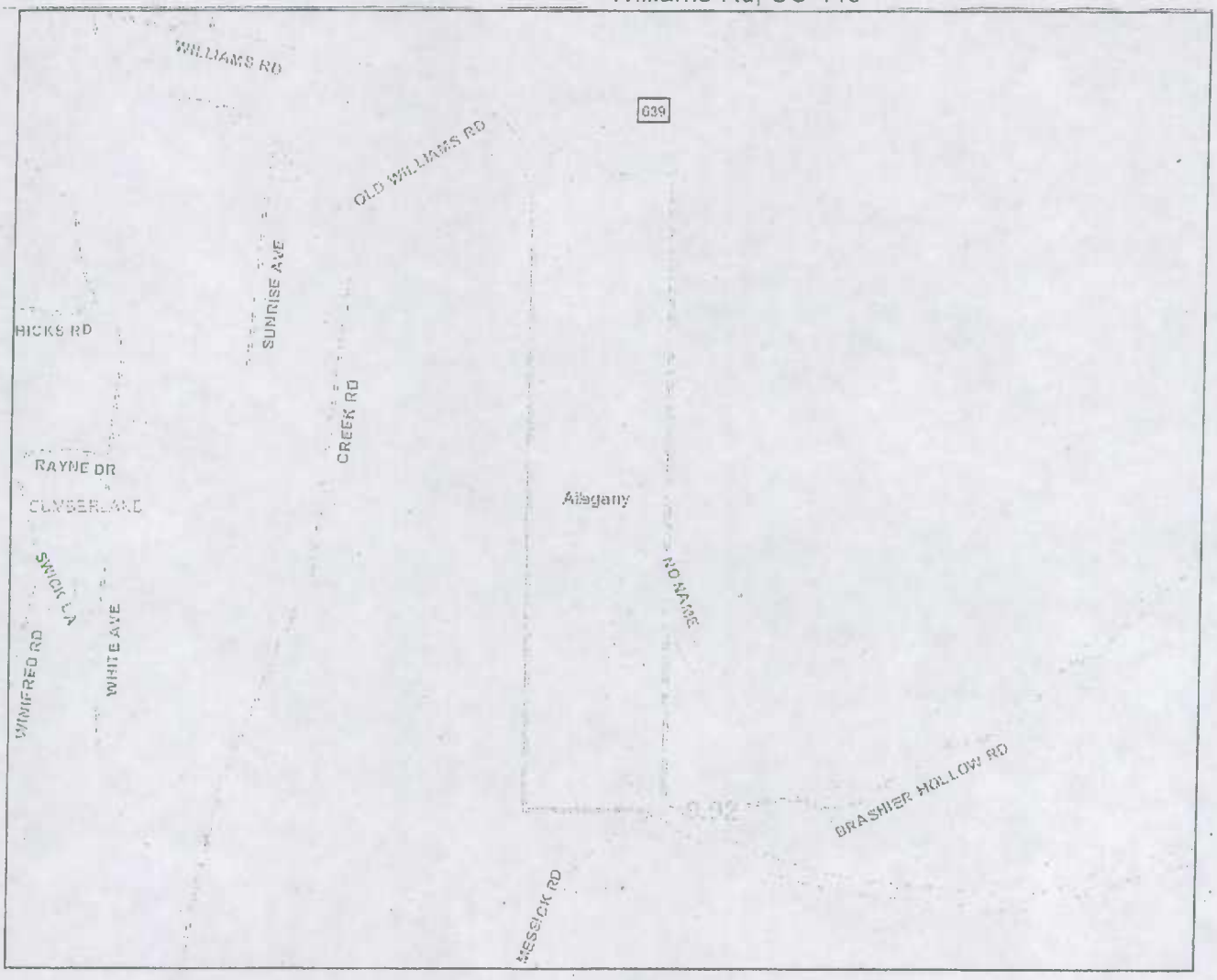
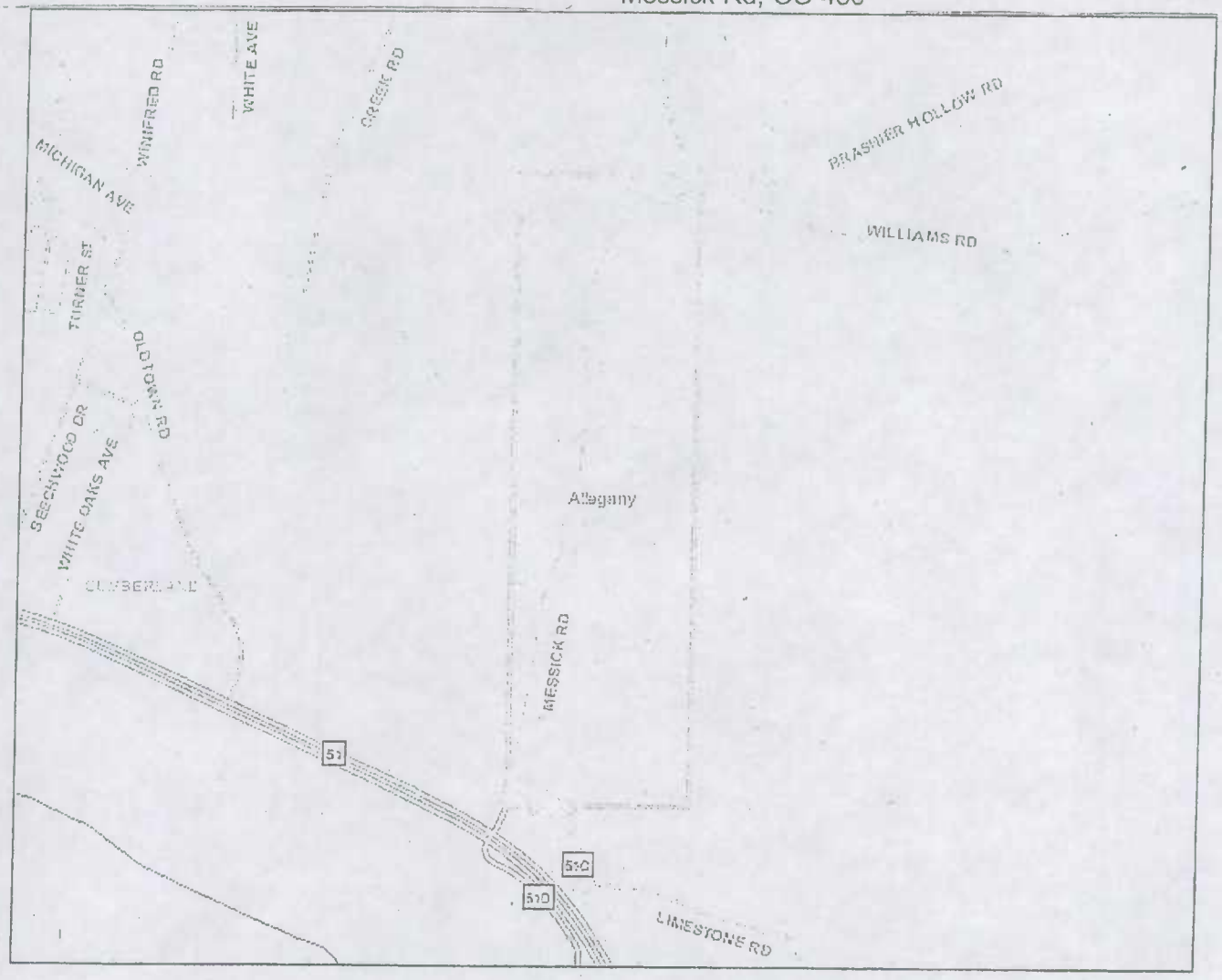


Exhibit 4

Messick Rd, CO 486



Kevin

MEMORANDUM OF ACTION OF RAJA VEERAMACHANENI
DIRECTOR – OFFICE OF PLANNING AND PRELIMINARY ENGINEERING

November 01, 2007

Raja Veeramachaneni, Director, Office of Planning and Preliminary Engineering executed an ADDENDUM to a road transfer agreement dated February 07, 2006 (Item 91325) between the State Highway Administration and the Mayor and City Council of Cumberland, Maryland, relative to the transfer of MD61-A and MD61-B . This addition of a sight flare located at the intersection of Isobel Street and Ford Avenue is subject to the conditions more fully set forth in the agreement. The effective date of transfer of the sight flare to the City will be the date of the origional agreement.

State Highway Administration to the Mayor and City Council of Cumberland, Maryland:

Isabel Street sight flare - at south east corner of intersection with Ford Avenue, consisting of 302 ± sq. ft.

Item No.: 91325

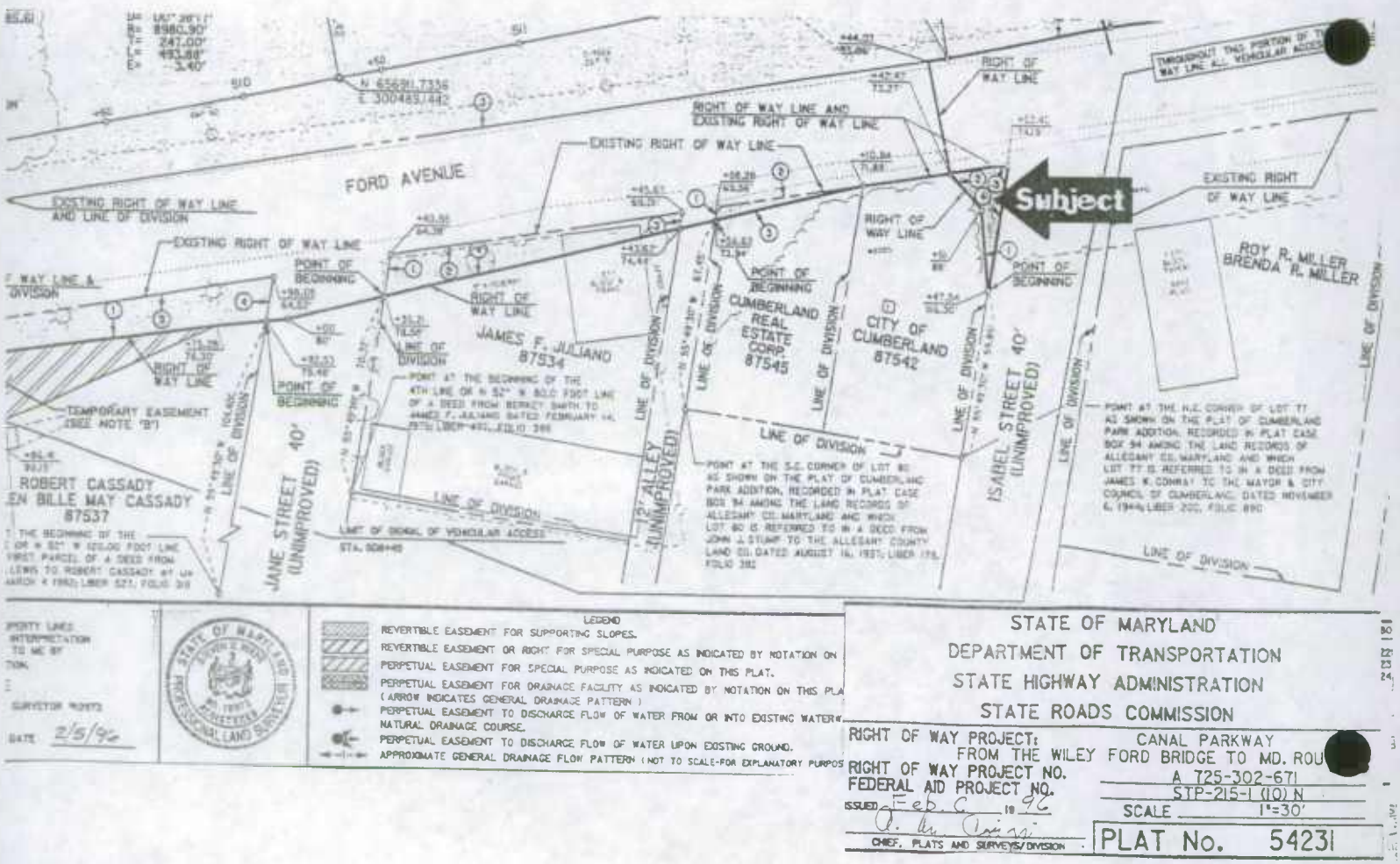
Said Addendum has been previously executed by the appropriate officials and approved as to form and legal sufficiency by Assistant Attorney General, Payton Paul Phillips.

Addendum to Road Transfer Agreement
Dated February 07, 2006 -- Item 91325

In addition to the roads covered by this Agreement the following described sight flare shown on the EXHIBIT B should be added as part of the City highway system:

SHA to the Mayor and City Council of Cumberland, Maryland :

Isabel Street sight flare - at south east corner of intersection with Ford Avenue, consisting of 302 ± sq. ft.



S.H.A.

Mr. D. Armentrout
Mr. S. Ade
Mr. M. Baxter
Mr. W.E. Brauer, III
Mr. G. Cooley
Mr. M. Flack
Mr. R.Fisher
Mr. G. Frankenberry
Mr. S. Foster
Mr. E. Freedman
Mr. D. German
Mr. B. Grey
MR.F. Prochaska
Mr. T. Hicks
Ms. C. Kennedy
Mr. K. McClelland
Mr. J. Miller
Ms. J. Miller
Mr. N. Pedersen
Mr. K. Powers
Mr. D. Rose
Ms. R. Rymer
Mr. E. Schmidbauer
Mr. R. Veeramachaneni
Mr. D. Weddle
Mr. K. Opper
Mr. M. Haley

City of Cumberland

Mayor Lee N. Fielder
City Council of Cumberland
Mr. J. E. Repp , City Administrator
Mr . H, J. Price, Jr., City Solicitor
Mr. K. Hagerich , Director / Public Works

RECEIVED
FEB 28 2007
HIGHWAY INFORMATION
SERVICES DIVISION

MEMORANDUM OF ACTION OF RAJA VEERAMACHANENI
DIRECTOR – OFFICE OF PLANNING AND PRELIMINARY ENGINEERING

R. Veeramachaneni

February 20, 2007

Raja Veeramachaneni, Director, Office of Planning and Preliminary Engineering executed a road transfer agreement dated February 06, 2007 between the State Highway Administration and the Mayor and City Council of Cumberland, Maryland, relative to the transfer of the following described section of roadway (Thomas Street)and subject to the conditions more fully set forth in the agreement. The effective date of transfer of the roadway to the City will be the date of the agreement.

Mu 3540 **State Highway Administration to the Mayor and City Council of Cumberland, Maryland:**

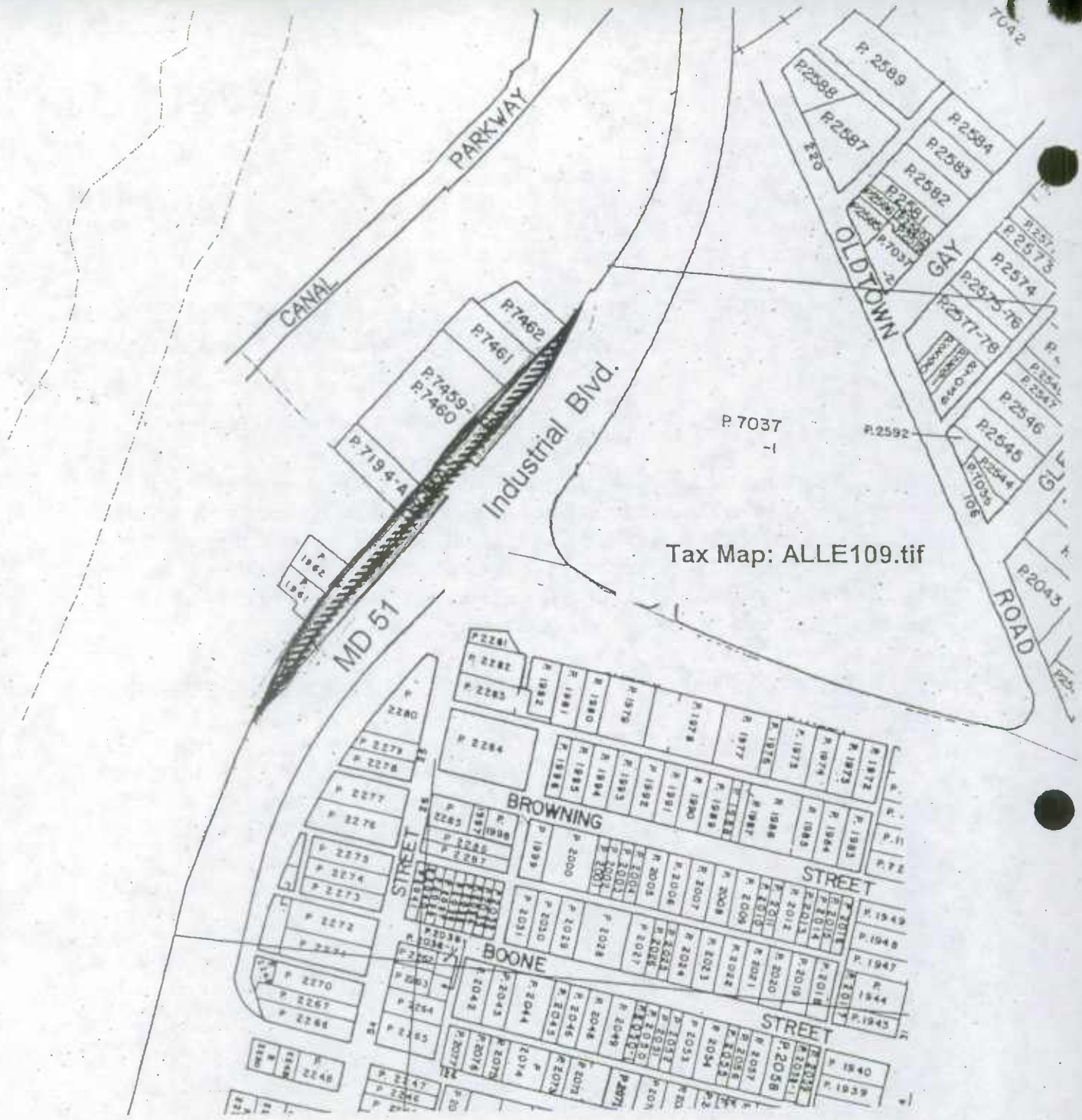
Thomas Street – Adjacent to and running with MD 51 (Industrial Boulevard) from station 521+67 to station 530+00 to the left of the base Line of Right of Way of MD 51(Industrial Boulevard).

Total milage to the City = 0.15±mile.

Item No.: RT-4

Said agreement has been previously executed by the appropriate City officials and approved as to form and legal sufficiency by Assistant Attorney General, .Payton Paul Phillips.

* This has always been a municipal Road in the SHA database and Inventory. No additional Mileage is given.
* Road conveyed from Cumberland To Cumberland Outdoor Club. See 2008 Cumberland report and documents



Tax Map: ALLE111.tif

N

EXHIBIT A

ROAD TRANSFER - SHA to City of Cumberland

Thomas Street shown thus:

S.H.A.

Mr. D. Armentrout
Mr. S. Ade
Mr. M. Baxter
Mr. W.E. Brauer, III
Mr. G. Cooley
Mr. M. Flack
Mr. R.Fisher
Mr. G. Frankenberry
Mr. S. Foster
Mr. E. Freedman
Mr. D. German
Mr. B. Grey
Mr. G. Hadel
Mr. M. Haley
Mr. T. Hicks
Ms. C. Kennedy
Mr. K. McClelland
Mr. J. Miller
Ms. J. Miller
Mr. N. Pedersen
Mr. K. Powers
Mr. D. Rose
Ms. R. Rymer
Mr. E. Schmidbauer
Mr. R. Veeramachaneni
Mr. D. Weddle
Mr. K. Opper

City of Cumberland

Mayor Lee N. Fielder
City Council of Cumberland
Mr. J. E. Repp , City Administrator
Mr . H, J. Price, Jr., City Solicitor
Mr. K. Hagerich , Director / Public Works

RECEIVED
FEB 27 2006
HIGHWAY INFORMATION
SERVICES DIVISION

MEMORANDUM OF ACTION OF RAJA VEERAMACHANENI
DIRECTOR – OFFICE OF PLANNING AND PRELIMINARY ENGINEERING

FEBRUARY 15, 2006 R. Veeramachaneni

Raja Veeramachaneni, Director, Office of Planning and Preliminary Engineering executed a road transfer agreement dated February 7 th 2006 ,between the State Highway Administration and the Mayor and City Council of Cumberland , Maryland, relative to the transfer of the following described sections of roadway and subject to the conditions more fully set forth in the agreement. The effective date of transfer of the roadway to the City will be the date of the agreement .

State Highway Administration to the Mayor and City Council of Cumberland , Maryland:

MD 61-A (No Name)- From MD 61 (Canal Parkway) west and south to a road end at the gate , a distance of 0.13 mi±. .

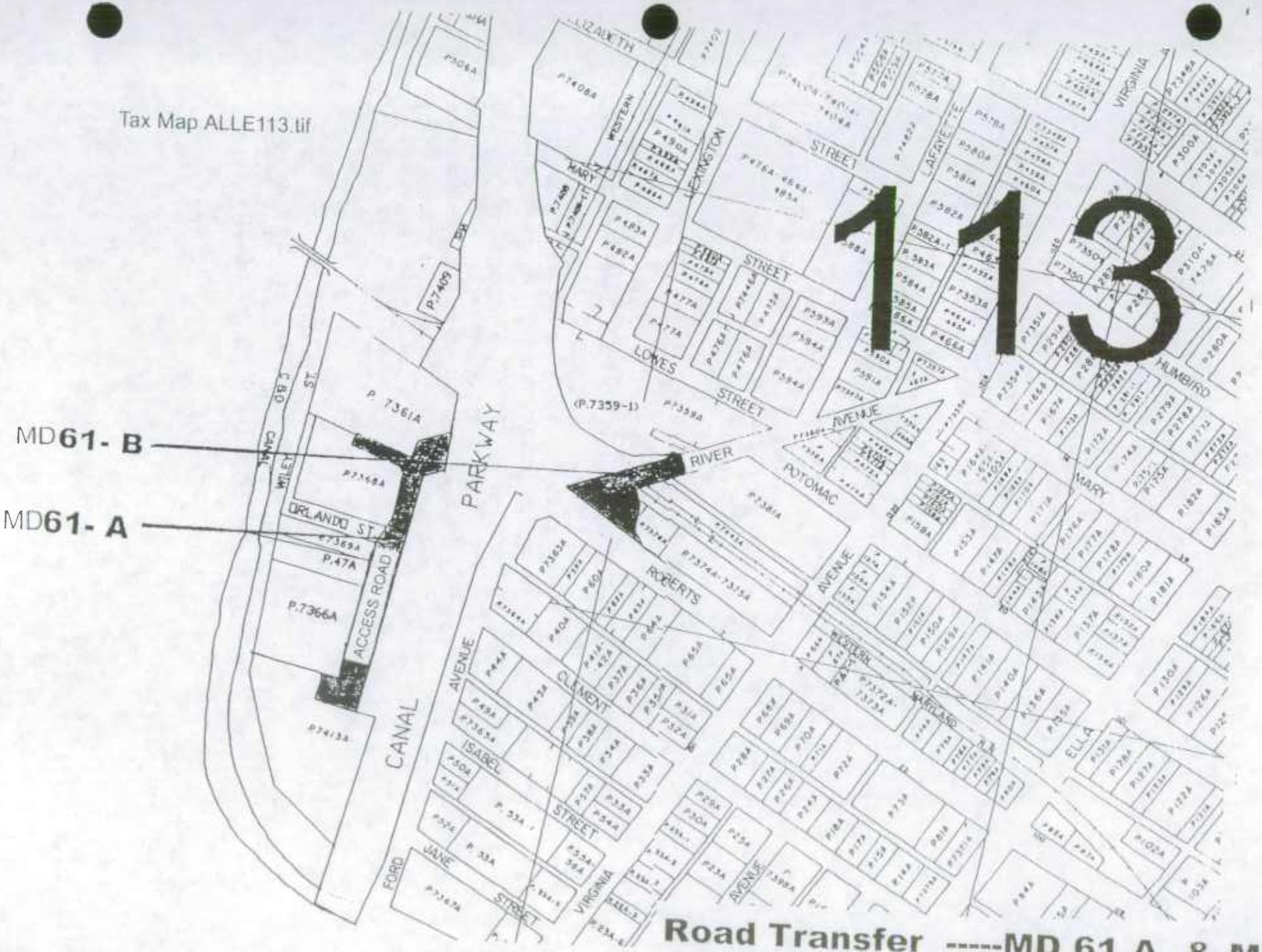
MD 61-B River Avenue-From MD 61(Canal Parkway) to a point 0.08 mile east. A distance of 0.08 mi±.

Total distance of o.21mi±.

Item No. : 91325

Said agreement has been previously executed by the appropriate City officials and approved as to form and legal sufficiency by Assistant Attorney General, Peyton Paul Phillips.

RMP,Sr.



Road Transfer -----MD 61 A & MD 61
SHA to City of Cumberland, MD

EXHIBIT A

SHA\hammond

S.H.A.

Mr. S. Ade
Mr. M. Baxter
Mr. W.E. Brauer, III
Mr. G. Cooley
Mr. M. Flack
Mr. S. Foster
Mr. E. Freedman
Mr. D. German
Mr. B. Grey
Mr. G. Hadel
Mr. M. Haley
Mr. T. Hicks
Ms. C. Kennedy
Mr. K. McClelland
Mr. J. Miller
Ms. J. Miller
Mr. N. Pedersen
Mr. K. Powers
Mr. D. Rose
Ms. R. Rymer
Mr. E. Schmidbauer
Mr. R. Veeramachaneni
Mr. D. Weddle
Mr. R. Fisher
Mr. G. Frankenberry
Mr. D. Armentrout

City of Cumberland

Mayor Lee N. Fielder
City Council of Cumberland
Mr. J.E. Repp ,City Administrator
Mr. H. J. Price, Jr., City Solicitor
Mr .K. Hagerich ,Director / Public Works

ROAD TRANSFER AGREEMENT

THIS ROAD TRANSFER AGREEMENT, made this 7th day of February, 2006, by and between the State Highway Administration of the Department of Transportation of Maryland, hereinafter referred to as the "Highway Administration", party of the first part, and the Mayor and City Council of Cumberland, Maryland, hereinafter referred to as the "City", party of the second part.

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

WHEREAS, the Highway Administration has agreed to transfer to the City the hereinafter described sections of road, which were constructed by the Highway Administration and the City has agreed to accept same as an integral part of the City highway system.

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

1. The Highway Administration does hereby agree to transfer unto the City and the City does hereby agree to accept from the Highway Administration jurisdiction over and responsibility for the maintenance of the following described sections of road as part of the City highway system, (hereinafter collectively referred to as the "Roadway") as shown on EXHIBIT A attached hereto and incorporated herein:

SHA to the Mayor and City Council of Cumberland, Maryland:

MD 61-A (No Name)- From MD 61(Canal Parkway)west and South to a road end at the gate, a distance of 0.13mi±.

MD 61-B River Avenue- From MD 61 (Canal Parkway)to A point 0.08 mile east, a distance of 0.08 mi±.

Total distance of 0.21 mi±.

2. Conveyance of the Roadway is subject to the following conditions:

A. The effective date of transfer of the Roadway to the City shall be the date of this Agreement.

B. The Roadway will be included in the City Inventory As of December 1st of the year referred to in Item A above.

C. The basis for the allocation of funds to the City will include the Roadway (i.e., the additional 0.21± mile beginning July 1st. of the Year following the date set forth in Item B above.

D. The transfer of the Roadway to the City is made on an "as-is" basis, including the existing right of way, the existing condition of the Roadway and all appurtenances and bridge structures, except and excluding the perpetual easement for drainage facility at station 34+85.64 to the right of the base line of right of way and center line of construction of the access road as shown on Highway Administration plats 54231. and 54232 to be maintained by the Highway Administration.

E. The City hereby accepts jurisdiction over and responsibility for the maintenance of Roadway as of the effective date of transfer as set forth in Item A above.

3. The Highway Administration will hereafter prepare a deed conveying the Roadway to the City subject to the approval of the Board of Public Works of Maryland. A copy of the deed, plats, and agreement will be presented to the party of the second part for review, with the understanding that the Highway Administration will execute and record the deed unless notified of any errors in the deed by the party of the second part within thirty (30) days of said parties receipt of the deed.

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

THE STATE HIGHWAY ADMINISTRATION
OF THE DEPARTMENT OF TRANSPORTATION

WITNESS:

By: _____
Director, Office of Planning
and Preliminary Engineering

Approved as to form and legal
sufficiency this 18th day of
January, 2006.

RECOMMENDED FOR APPROVAL:

_____
Chief, Utility and Road
Conveyance Section

_____
Assistant Attorney General

MAYOR AND CITY COUNCIL OF
CUMBERLAND, MARYLAND

WITNESS:

_____

_____
MAYOR

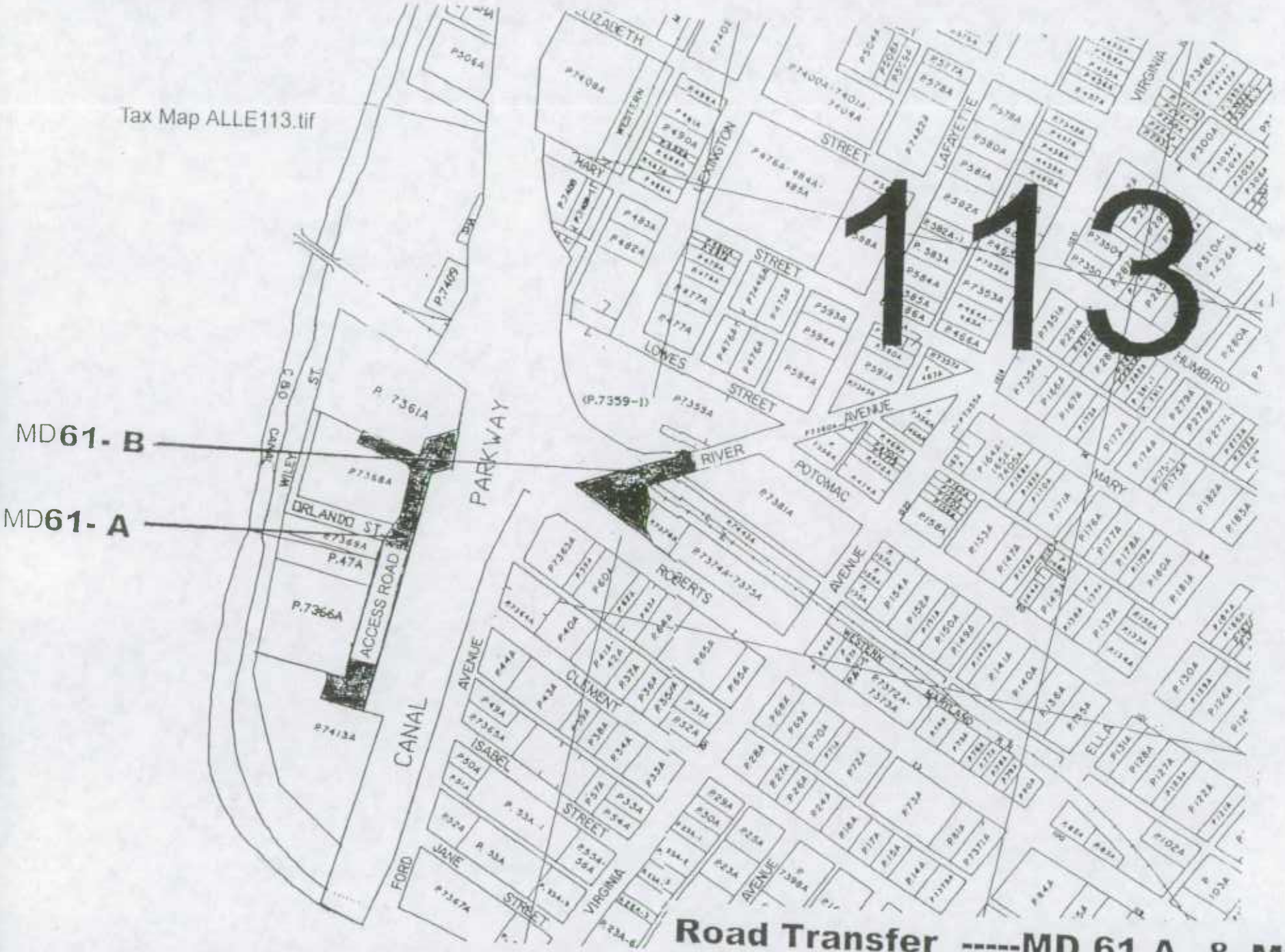
Approved as to form and legal
sufficiency this 7th day of
February, 2006.

RECOMMENDED FOR APPROVAL:

_____
Director of Public Works

_____
City Attorney

Tax Map ALLE113.tif



Road Transfer -----MD 61 A & MD 61 B

SHA to City of Cumberland, MD

Shown Thus ---------- [redacted]

SHA\rhammond

City of Cumberland

57 N. Liberty Street, P.O. Box 1702
Cumberland, MD 21502
301-722-2000 • Fax (301) 75-9-6438 • TDD (800) 735-2258
www.ci.cumberland.md.us

February 8, 2006

Mr. Butch Armentrout
State Highway Administration
District 6
1251 Vocke Road
LaVale, Maryland 21502

Dear Mr. Armentrout,

Please be advised that the Mayor and City Council authorized the execution of a Road Transfer Agreement with the State Highway Administration during their public meeting held on February 7, 2006.

A fully executed copy of this agreement is enclosed for your records, as well as a copy of Order No. 24,319 authorizing the commitment.

If you should have any questions regarding this matter, please feel free to contact me.

Sincerely,

Sharon S. Clark
City Clerk

/enc (2)

c Kevin Hagerich, Director/Public Works

Order No. 24,319

Cumberland, MD, **February 7, 2006**

ORDERED, By the Mayor and City Council of Cumberland, Maryland

THAT the Mayor be and is hereby authorized to execute a Road Transfer Agreement by and between the Mayor and City Council of Cumberland and the State Highway Administration of the Department of Transportation of Maryland for the transfer of sections of road as follows:

MD 61-A (No Name) – From MD 61 (Canal Parkway) west and
3/23/06 now MU0010
south to a road end at the gate, a distance of 0.13mi+-

MD 61-B River Avenue – From MD 61 (Canal Parkway) to a point
3/23/06 now MP 0.13 to 0.21 MU3040
0.08 mile east, a distance of 0.08 mi.+-

MAYOR LEE N. FIEDLER

COPY

Robert L. Ehrlich, Jr., *Governor*
Michael S. Steele, *Lt. Governor*

State Highway Administration
Driven to Excel

Robert L. Flanagan, *Secretary*
Neil J. Pedersen, *Administrator*

MARYLAND DEPARTMENT OF TRANSPORTATION

RECEIVED
SEP 30 2004
HIGHWAY INFORMATION SERVICES DIVISION

MEMORANDUM

TO: Mr. Michael Baxter
Highway Information Services Division

FROM: KC Keith
D6 Traffic Team Leader

DATE: September 29, 2004

SUBJECT: **Road Name Change**
MD956 "Patriot Parkway"
Allegany County

We have been informed by the Allegany County Commissioners that they have adopted the road name "Patriot Parkway" for MD 956, which is located between US 220 and the WV/MD State Line in Allegany County.

A request for street name signing for this road has already been forwarded to our Maintenance Forces, which hopefully will be in place for the next field inventory.

If you have any questions or need any additional information, please do not hesitate in contacting me at 301-729-8440.

KCK
Attachment
Cc: Allegany Co. Traffic Advisory Committee
Mr. Jim Squires
Mr. Fred Crozier
Mr. George Small
Mr. Tim Davis

Post-it® Fax Note 7671 | Date 9-23-04 | # of pages ▶ 1
To KC KEFF. | From J. Stu Ross
Co./Dept. SHA. | Co. AL. CO.
Phone # | Phone # 301-777-5151
Fax # 301-729-6963 | Fax #

ALLEGANY COUNTY COMMISSIONERS

Thursday, September 23, 2004

Public Board Meeting

11:00 a.m.

AGENDA

WE ASK THOSE CITIZENS WISHING TO ADDRESS THE BOARD TO REGISTER ON THE SIGN-UP SHEET AND CONDENSE THEIR COMME MINUTES OR LESS. THIS WILL ALLOW AN OPPORTUNITY FOR EVERYONE WISHING TO COME FORWARD TO HAVE A CHANCE TO SPE CONDUCT OUR MEETING IN AN ORDERLY FASHION AND ASK THAT EVERYONE WISHING TO SPEAK FIRST BE RECOGNIZED BY THE COME TO THE MICROPHONE, AND GIVE HIS OR HER NAME AND ADDRESS PRIOR TO THEIR COMMENTS.

Pledge of Allegiance

MOTION #1

Authorize and specify any additions or deletions to this agenda

MOTION #2

Approve minutes of September 16, 2004 public meeting reflecting the detailed summary of the Final Agenda

REPORT OF THE PRESIDENT

Previous Executive Session

ACTION AGENDA

Item 1. Possible Introduction – **Code Home Rule Bill 8-04** – *"An Act to Repeal and Re-enact Chapter 101 of the Code of Public Local Laws of Allegany County, Maryland (1983 Edition as Amended), Entitled 'Building Construction'"* which would repeal the 2002 Building Code of Allegany County and adopt 2004 Building Code.

Item 2. Possible Introduction – **Code Home Rule Bill 9-04** – *An Act to Amend Chapter 182 of the Code of Public Local Laws of Allegany County (1983 Edition, as amended) Entitled 'Taxation' to Include Article VII, Residential Development Tax Credit"* which will implement a "Residential Development Tax Credit program in county.

Item 3. Road Naming – Designate Md. State Route 956 (an unnamed thoroughfare connecting US 220S to Rocket Center, WV as **Patriot Parkway** in honor of victims and heroes lost during tragic events of September 11, 2001 and subsequent military actions at home and abroad.

=AWW'D TODAY.=

CONSENT AGENDA

As Recommended by County Administrator

Community Services Department

Item 4. Amendment to HRDC Sub-recipient Agreement – Authorize Administrator to sign agreement #04-CD-25/Child Care Operation to provide 2-yr. extension for operation of 2 child care centers in Mt. Savage and Frostburg.

Finance Department

Item 5. Professional Services Contract – Retain Sam Ketterman of Davenport & Company as County's Financial Advisor through December 31, 2008 under same terms and conditions as current contract.

State's Attorney's Office

Item 6. Grant Award – Confirm award evidencing acceptance of an $18,700 grant from Governor's Office of Crime Control & Prevention for continuation of Victim/Witness Coordinator in State's Attorney's Office for FY05.

Administrator – Div. of Capital Projects

Item 7. Barton Business Park Agreements – Approve $1M conditional loan agreement with DBED for construction of on-site electrical service and $1M conditional loan agreement for construction of sewerage treatment plant.

Economic Development Department

Item 8. UPIP Deed – Authorize Legal Dept. to prepare deed for property in Upper Potomac Industrial Park in site of industrial laundry business operation conveying title to Cintas Corp.

Board of Education

Item 9. Budget Transfer – Approve transfer of $333,979 from Fixed Charges and $49,571 from Instructional Salaries to Instructional Supplies ($372,745) and Other Instructional Costs($10,805) to address instructional needs.

Department of Social Services

Item 10. Appointment – Approve the appointment of E. William DuVall, Jr. to the Board of the Allegany County Department of Social Services for a 3-yr. term expiring June 30, 2007

Community Promotion

Item 11. Donation – Allocate $1,000 from Community Promotion Account to Oldtown Community Center, Inc. to help with expenses of Oldtown Summer Fest for 2005.

Request for Travel Approval

Item 12. Public Works – Exception to travel policy requested by Div. of Capital Projects/Utilities for 2 to go to Ohio to inspect several wastewater treatment plants relative to Georges Creek WWTP upgrade.

Mike

Maryland Department of Transportation
State Highway Administration

Parris N. Glendening
Governor

John D. Porcari
Secretary

Parker F. Williams
Administrator

MEMORANDUM OF ACTION OF DOUGLAS H. SIMMONS, DIRECTOR OFFICE OF PLANNING AND PRELIMINARY ENGINEERING

January 12, 2001

Douglas H. Simmons, Director, Office of Planning and Preliminary Engineering, has approved the following route number designation for the Canal Parkway in Allegany County.

The designation for this section of roadway is MD 61.

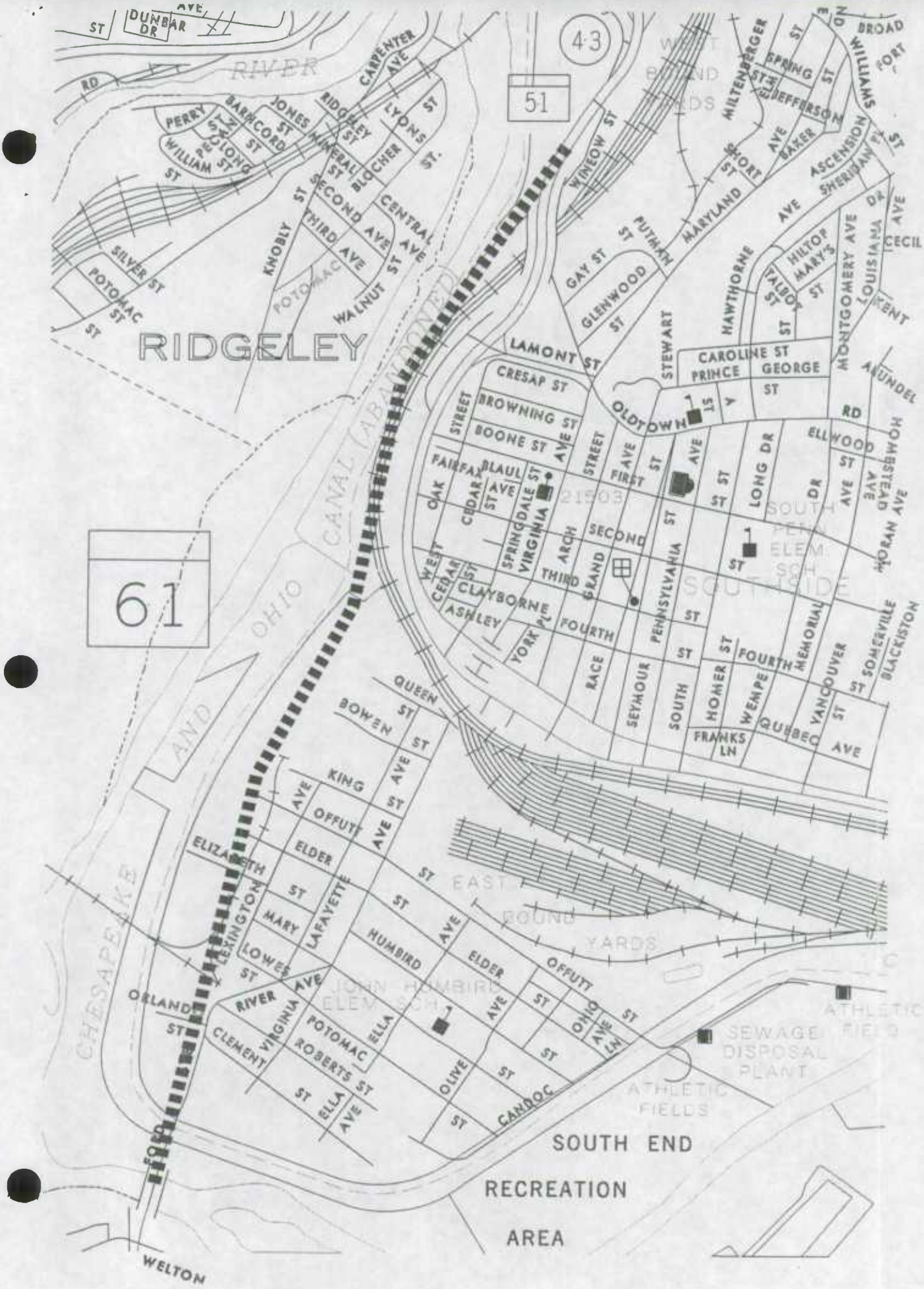
A map indicating the affected roadway is attached.

Attachment

My telephone number is 410-545-0412/1-888-204-4828

Maryland Relay Service for Impaired Hearing or Speech
1-800-735-2258 Statewide Toll Free

Mailing Address: P.O. Box 717 • Baltimore, MD 21203-0717
Street Address: 707 North Calvert Street • Baltimore, Maryland 21202


RIDGELEY
SOUTH END
RECREATION
AREA
WELTON
61
51
4-3
RIVER
POTOMAC
CANAL (ABANDONED)
OHIO
CHESAPEAKE
AND
WEST END YARDS
SOUTH PENN ELEM SCH
SOUTHSIDE
EAST ROUND YARDS
JOHN HUMBIRD ELEM SCH
SEWAGE DISPOSAL PLANT
ATHLETIC FIELDS
ATHLETIC FIELD
DUNBAR DR
CARPENTER AVE
JONES
RIDGELEY ST
LYONS ST
BLOCHER ST
MINERAL ST
BARNCORD ST
PERRY ST
WILLIAM ST
SECOND ST
SILVER ST
POTOMAC ST
KNOBLY ST
THIRD AVE
SECOND AVE
CENTRAL AVE
WALNUT ST
WINEOW ST
MILTENBERGER
SPRING ST
JEFFERSON ST
BROAD ST
WILLIAMS ST
FORT
ASCENSION
SHERIDAN ST
SHORT
BAKER AVE
MARYLAND
PUTNAM ST
GAY ST
GLENWOOD ST
HAWTHORNE AVE
TALBOT ST
HILTOP MARY'S
MONTGOMERY AVE
LOUISIANA AVE
CECIL
KENT
ANNUNDEL
LAMONT ST
CRESAP ST
BROWNING ST
BOONE ST
STEWART
CAROLINE ST
PRINCE
GEORGE ST
OLDTOWN
STREET
FAIRFAX
BLAUL AVE
OAK
CEDAR ST
SPRINGDALE ST
VIRGINIA
ARCH
SECOND
FIRST AVE
LONG DR
ELLWOOD
HOMESTEAD AVE
MORAN AVE
WEST CEDAR ST
CLAYBORNE
THIRD
GRAND
PENNSYLVANIA ST
ASHLEY
YORK PL
FOURTH
RACE
SEYMOUR
SOUTH ST
HOMER ST
WEMPE
MEMORIAL
VANCOUVER
SOMERVILLE
BLACKISTON
FRANKS LN
QUEBEC AVE
QUEEN ST
BOWEN ST
KING ST
OFFUTT AVE
ELIZABETH
ELDER ST
LEXINGTON ST
LAFAYETTE
MARY ST
LOWES ST
HUMBIRD AVE
ORLAND ST
RIVER AVE
VIRGINIA
POTOMAC
ELLA
CLEMENT ST
ROBERTS ST
ELLA AVE
OLIVE ST
CANDOC ST
OHIO AVE
LN

Distribution List

Ms. Mary Allewalt	Office of Policy and Research
Mr. Dorin Armentrout	District 6 - Right of Way
✓Mr. Michael Baxter	Highway Information Services Division
Mr. William Brauer, III	Office of Traffic and Safety
Mr. Stephen Clarke	Office of Real Estate
Mr. Fred Crozier	District Engineer
Mr. Richard Daff	Office of Traffic and Safety
Mr. Robert Douglass	Director, Office of Highway Development
Mr. George Frankenberry	District 6 - Maintenance
Mr. Earle Freedman	Deputy Chief Engineer-Office of Bridge Development
Mr. Gary Gray	Federal Aid Section
Mr. Robert Harrison	Deputy Chief Engineer-Office of Construction
Mr. Karl Hess	Highway Information Services Division
Mr. Thomas Hicks	Director, Office of Traffic and Safety
Ms. Elizabeth Homer	Deputy Administrator for Finance, Information Technology and Administration
Mr. Larry Humbertson	District 6 - Utilities Section
Mr. Kenneth McDonald	Chief, Engineering Access Permits
Mr. Neil Pedersen	Deputy Administrator for Planning and Engineering
Mr. Douglas Rose	Deputy Administrator/Chief Engineer for Operations
Mr. Edward Schmidbauer, Jr.	Highway Information Services Division
Mr. Leonard Schultz	Office of Maintenance
Mr. Douglas Simmons	Director, Office of Planning and Preliminary Engineering
Ms. Cynthia Simpson	Chief, Project Planning Division
Mr. Dennis Simpson	Acting Chief, Regional and Intermodal Planning Division
Mr. George Small	District 6 - Assistant District Engineer-Traffic
Ms. Dolores Strausser	Office of Traffic and Safety - Motor Carrier Division
Mr. Douglas Taylor	Highway Information Services Division
Mr. John True	District 6 - Construction
Mr. William Walsek	Chief, Highway Information Services Division
Mr. Richard Weddle	Construction Inspection Division
Mr. Parker Williams	Administrator
Mr. John Wright	District 6 - Resident Maintenance Engineer
Mr. Russell Yurek	Deputy Chief Engineer-Maintenance
Mr. John Weisenmiller	Acting Chief, Allegany County Roads Department
Mr. Dale Lewis	Allegany County-Board of County Commissioners

Maryland Department of Transportation
State Highway Administration

David L. Winstead
Secretary

Parker F. Williams
Administrator

MEMORANDUM OF ACTION OF DIRECTOR NEIL J. PEDERSEN
OFFICE OF PLANNING AND PRELIMINARY ENGINEERING

NJP
10/4/98

September 30, 1998

Neil J. Pedersen, Director, Office of Planning and Preliminary Engineering executed a road transfer agreement dated September 20, 1998, between the State Highway Administration and the Town of Midland, Maryland relative to the transfer of the following described section of highway and subject to the conditions more fully set forth in the agreement. The effective date of transfer of the Roadway to the Town shall be upon completion* of the proposed streetscape project under contract number AW 848-83.

State Highway Administration to the Town of Midland, Maryland

MD Route 936 - Georges Creek Road - From M.P. 0.00 (Burns Alley) to M.P. 0.15 (Church Street), excluding Bridge Structure #1010 over Neff Run, a total distance of 0.15± mile

TOTAL MILEAGE: 0.15± MILE

Item Number: 87785

Said agreement has previously been executed by the Mayor of the Town of Midland, Maryland and approved as to form and legal sufficiency by Special Counsel, Peyton Paul Phillips.

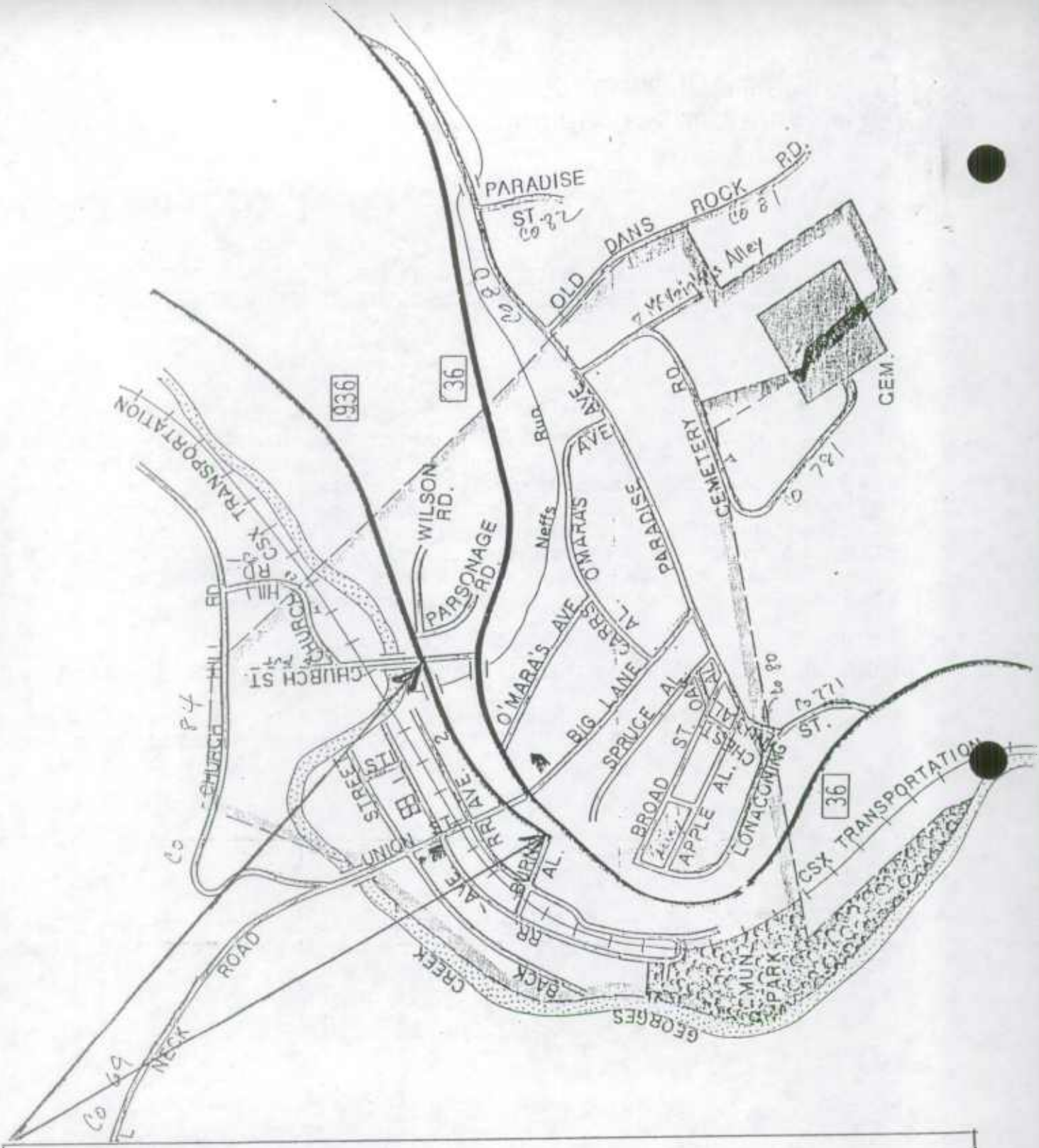
* CONTRACT # AL8485183
Accepted for maintenance : 3-3-2000
Now MU 55

SNC:seb

My telephone number is 545-2811

Maryland Relay Service for Impaired Hearing or Speech
1-800-735-2258 Statewide Toll Free

Mailing Address: P.O. Box 717 • Baltimore, MD 21203-0717
Street Address: 707 North Calvert Street • Baltimore, Maryland 21202



SHA to The Town of Midland:

MD Rte. 936 - Georges Creek Road - From M.P. 0.00 (Burns Alley) to M.P. 0.15 (Church Street), excluding Bridge Structure #1010 over Neff Run, a total distance of 0.15± miles.

Total Mileage to the Town = 0.15± miles

Item No. 87785

Maryland Department of Transportation
State Highway Administration

David L. Winstead
Secretary
Hal Kassoff
Administrator

MEMORANDUM OF ACTION OF DIRECTOR, NEIL J. PEDERSEN,
OFFICE OF PLANNING AND PRELIMINARY ENGINEERING

NJP
1/21/96

JANUARY 4, 1996

Director, Neil J. Pedersen, Office of Planning and Preliminary Engineering executed a road transfer agreement dated December 22, 1995 between the State Highway Administration and Allegany County, Maryland and the City of Frostburg, Maryland, relative to the transfer of the following described sections of highway and subject to the conditions more fully set forth in the following:

A. State Highway Administration to Allegany County, Maryland:

State Rte	Road Name	Fr MP	To MP	Total Mi	Ln Mi	Sub Ttl	County Rte
MD 144AG	No Name	0.00	0.07	0.07	0.14	0.14	CO ~~482~~ 840
MD 906	Divide Ridge Rd	0.00	0.07	0.07	0.14	0.28	CO 751
MD 939A	Reynolds Rd	0.00	0.15	0.15	0.30	0.58	CO 9
MD 948AA	Dolly Rd	0.00	0.94	0.94	1.88	2.46	CO 504
MD 948AB	Hardsock Rd	0.00	0.23	0.23	0.46	2.92	CO 503
MD 948AC	Street Rd	0.41	0.71	0.30	0.60	3.52	CO 502
MD 948AG	Chaneysville Rd	0.00	0.08	0.08	0.16	3.68	CO 507 ~~ex.Bdg.# 1140~~
MD 948AH	Breakneck Rd	3.51	3.63	0.12	0.24	3.92	CO 498
MD 948AI	Old Cumberland Rd	0.00	0.47	0.47	0.94	4.86	CO 558 ~~ex.Bdg.# 1144~~
MD 948AJ	Davis Rd	0.00	0.03	0.03	0.06	4.92	CO 566
MD 948AK	Big Ridge Rd	2.38	2.52	0.14	0.28	5.20	CO 565
MD 948AN	No Name	0.00	0.40	0.40	0.80	6.00	n/a CO 828
MD 948Q	Golden Rd	0.00	0.03	0.03	0.06	6.06	CO 822
MD 948R	Golden Rd	0.53	0.63	0.10	0.20	6.26	CO 592
MD 948S	Mann Rd	0.18	0.22	0.04	0.08	6.34	CO 823
MD 948T	Mann Rd	0.00	0.35	0.35	0.70	7.04	CO 750
MD 948U	Watson Rd	1.48	1.72	0.24	0.48	7.52	CO 591
MD 948V	Trail Rd	0.00	0.08	0.08	0.16	7.68	CO 596
MD 948X	Swain Rd	0.00	0.12	0.12	0.24	7.92	CO 599
MD 948W	Price Rd	0.00	0.06	0.06	0.12	8.04	~~n/a~~ CO 841
MD 955	New Dan's Rock Rd	0.00	0.17	0.17	0.34	8.38	~~CO 107~~ CO 842

TOTAL MILEAGE: 4.19± MILES

333-1627
My telephone number is _____

Maryland Relay Service for Impaired Hearing or Speech
1-800-735-2258 Statewide Toll Free

Mailing Address: P.O. Box 717 • Baltimore, MD 21203-0717
Street Address: 707 North Calvert Street • Baltimore, Maryland 21202

B. City of Frostburg, Maryland to the State Highway Administration:

MD 736

Road Name	From MP	To MP	
MD 736 Midlothian Rd (Braddock St)	0.04 (Park Ave #2)	1.31 (Interstate 68)	Str #1114

TOTAL MILEAGE: 1.27± MILES

C. Allegany County, Maryland to City of Frostburg, Maryland:

MU 0270 (TRANSFERRED IN 1983-83-15 OF FROSTBURG)

Road Name	County Rte	From MP	To MP
Green St	CO#3156	MD Rte. 936	Blair St

TOTAL MILEAGE: 0.14± MILES

Item No.: 85547

The effective date of transfer of these roadways shall be the date of this agreement.

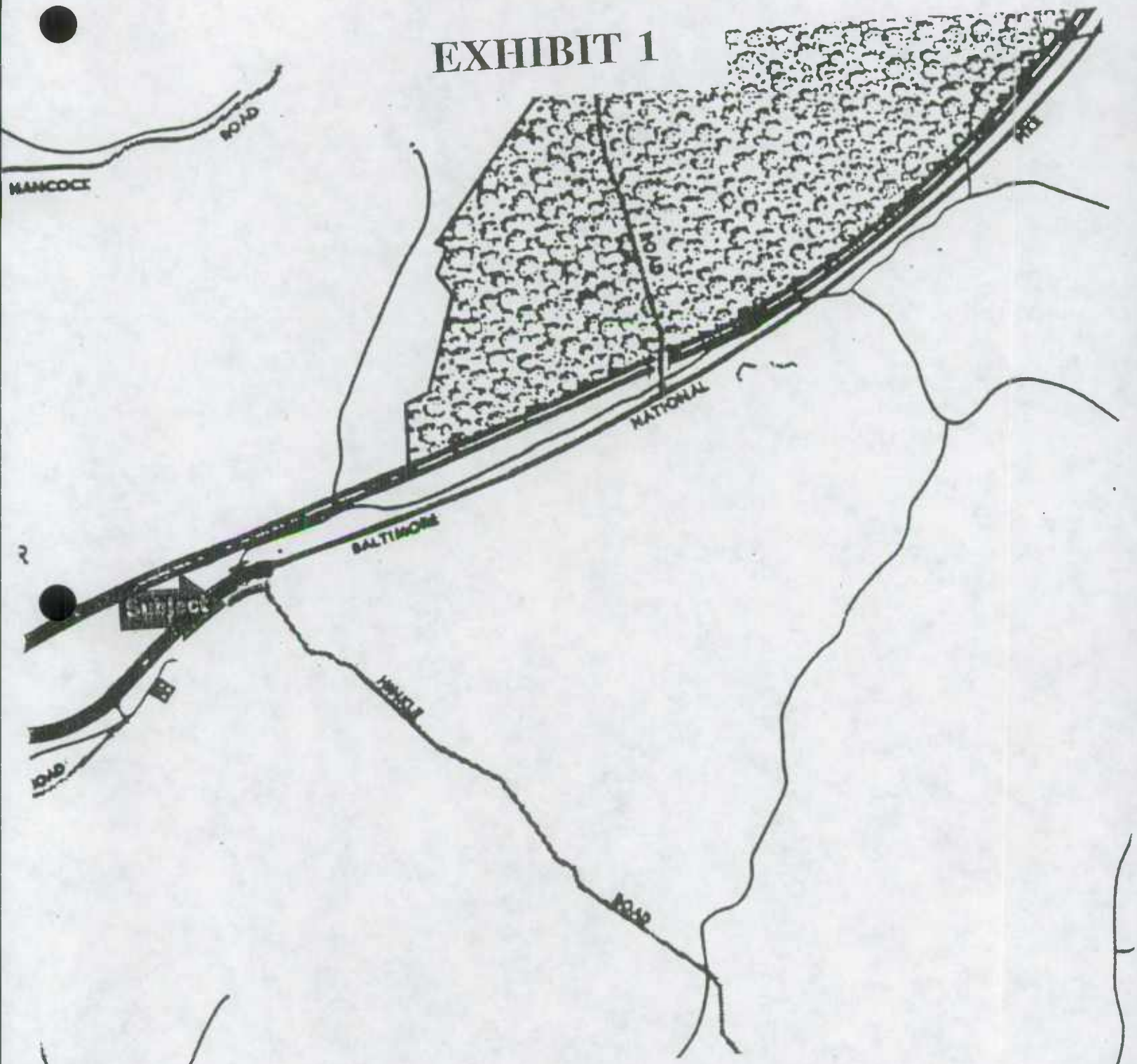
Said agreement had previously been executed by officials of Allegany County, and the City of Frostburg, and approved as to form and legal sufficiency by Special Attorney, Mr. Peyton Paul Phillips.

The roads are shown on twenty-three seperate maps. If you require a set of these maps, please contact the writer.

KO:RMP:cej

MD 144AG
NO NAME

EXHIBIT 1



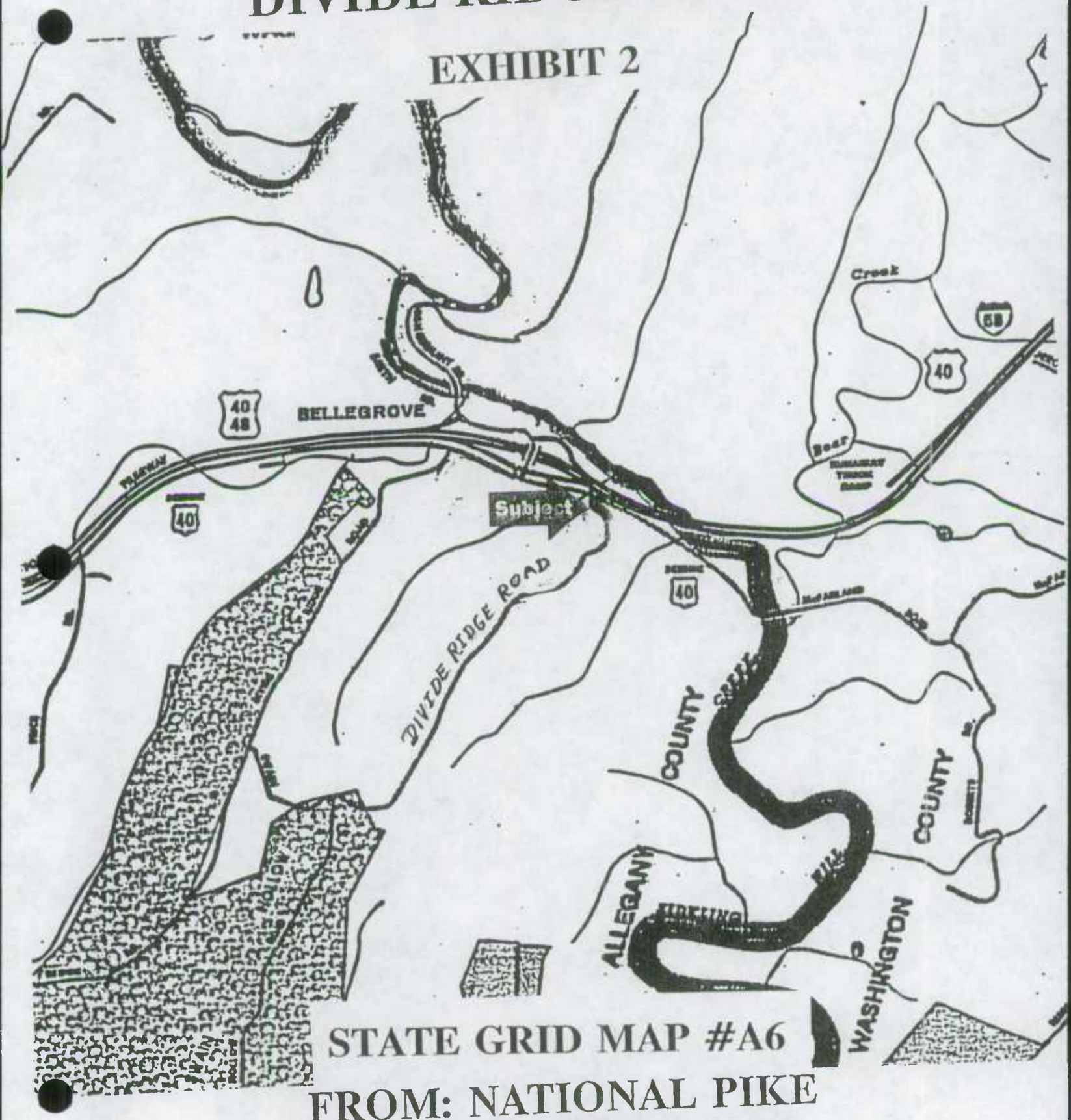
STATE GRID MAP #A4

FROM:ROAD END
TO: HINKLE ROAD
LENGTH 0.07 MILES

MD 906

DIVIDE RIDGE ROAD

EXHIBIT 2

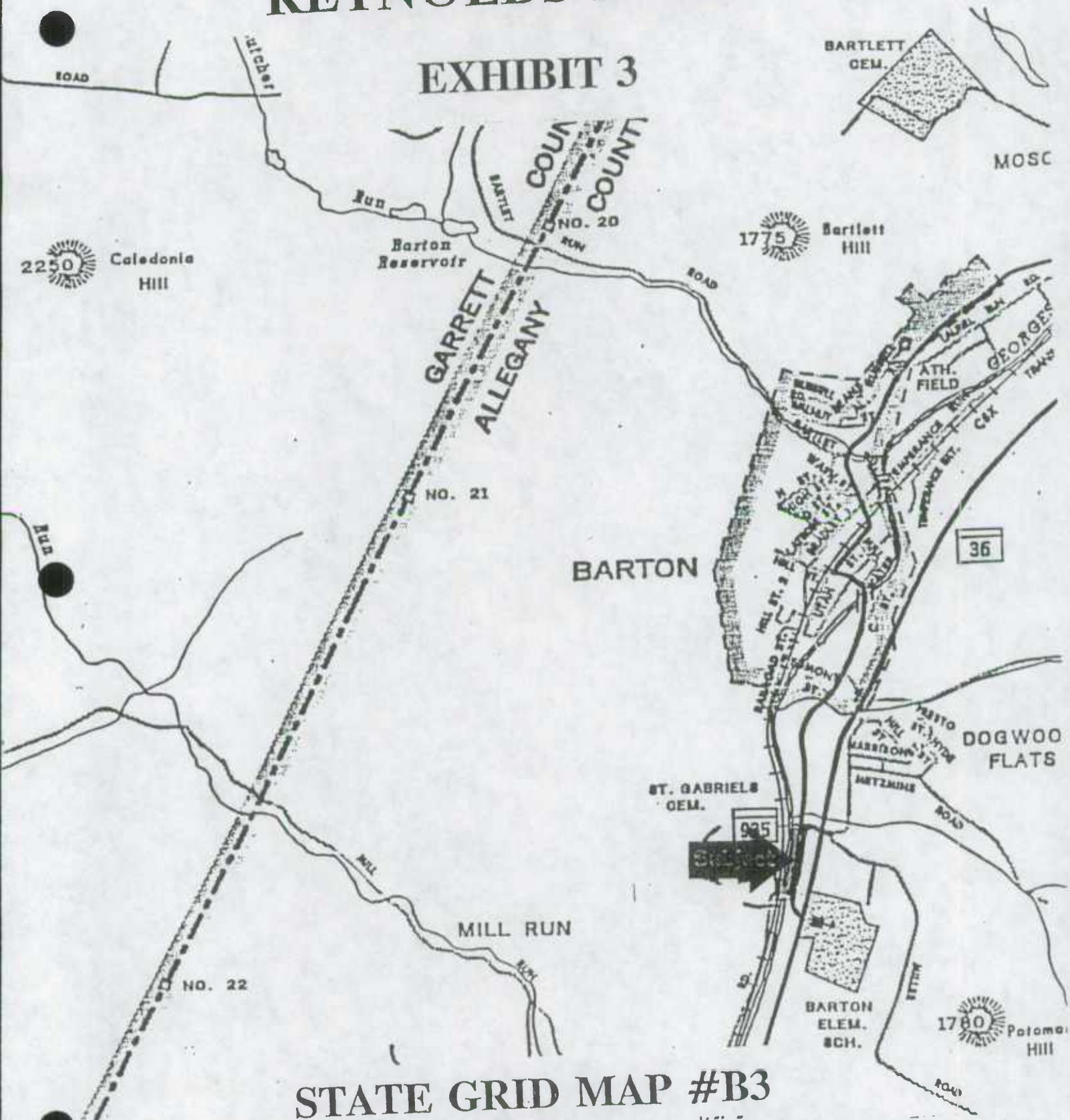


STATE GRID MAP #A6

FROM: NATIONAL PIKE
TO:DIVIDE RIDGE RD.
LENGTH 0.07 MILES

MD 939A
REYNOLDS ROAD

EXHIBIT 3



STATE GRID MAP #B3

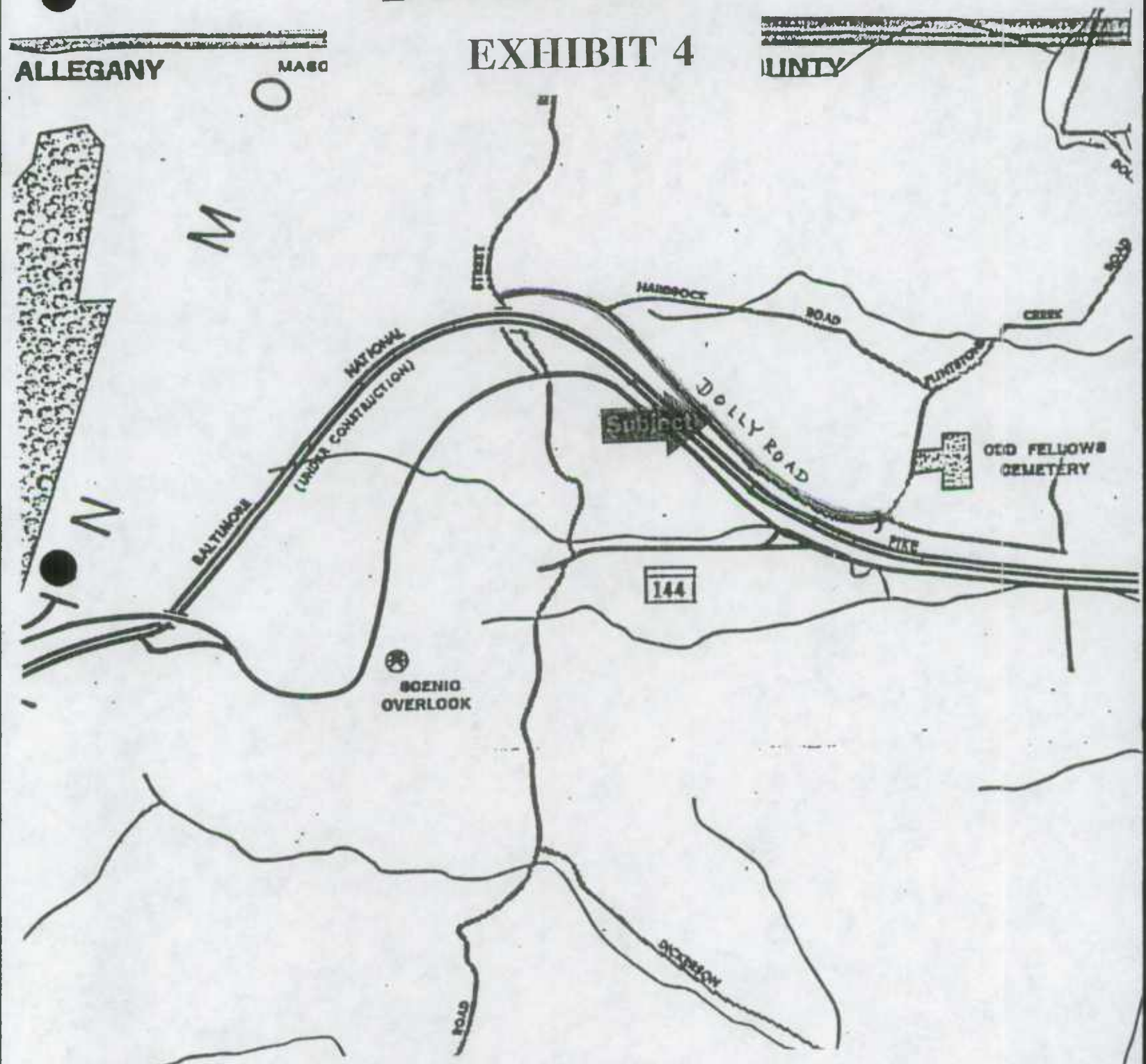
FROM: MD. 935(REYNOLDS RD)

TO:LEGISLATIVE RD.

LENGTH 0.15 MILES

MD 948AA
DOLLY ROAD

EXHIBIT 4

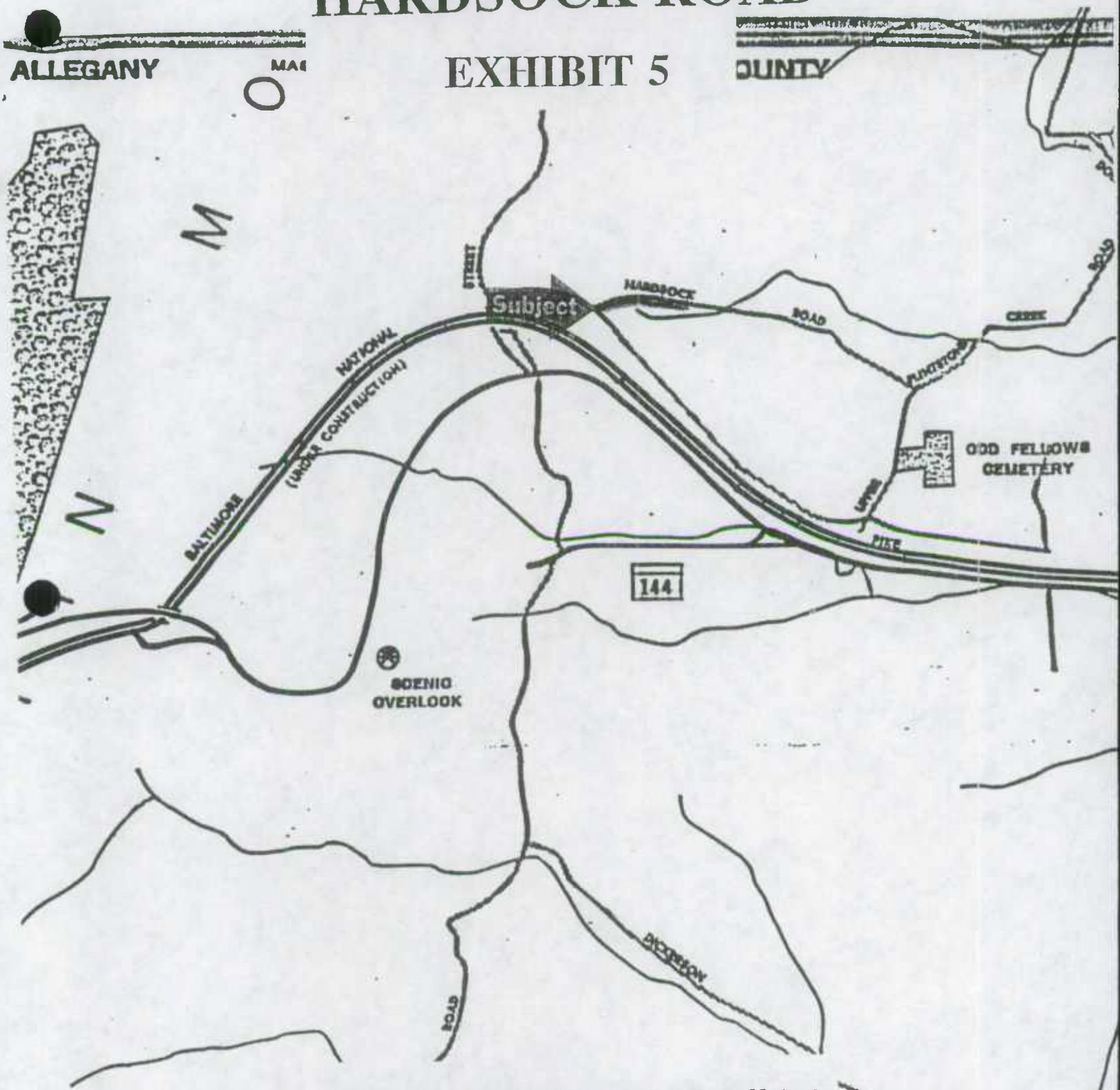


STATE GRID MAP #A4

FROM: STREET ROAD
TO:DOLLY RD.(AHEAD)
LENGTH 0.94 MILES

MD 948AB
HARDSOCK ROAD

EXHIBIT 5

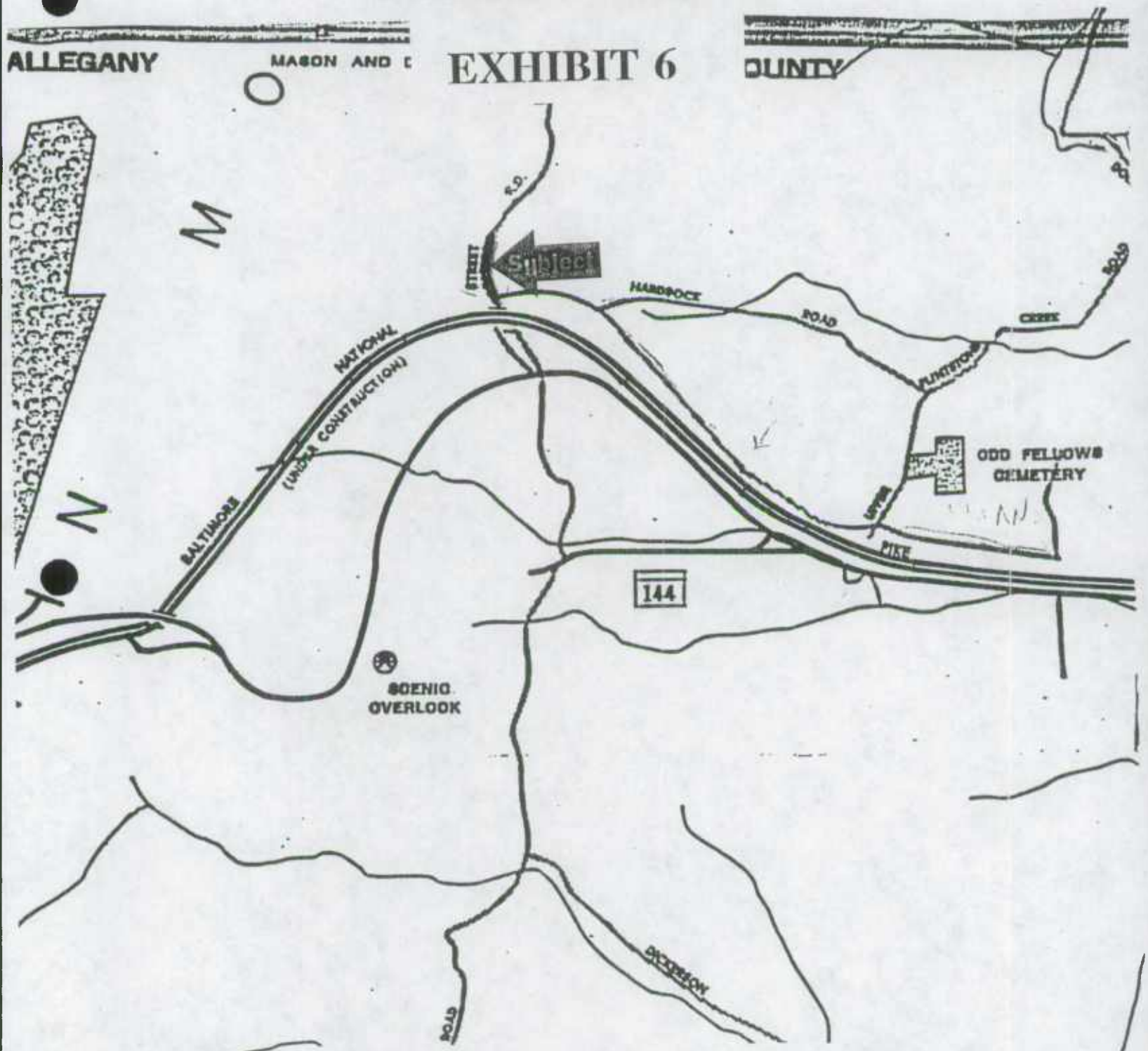


STATE GRID MAP #A4

FROM:DOLLY ROAD
TO:HARDSOCK RD.(AHEAD)
LENGTH 0.23 MILES

MD 948AC
STREET ROAD

EXHIBIT 6

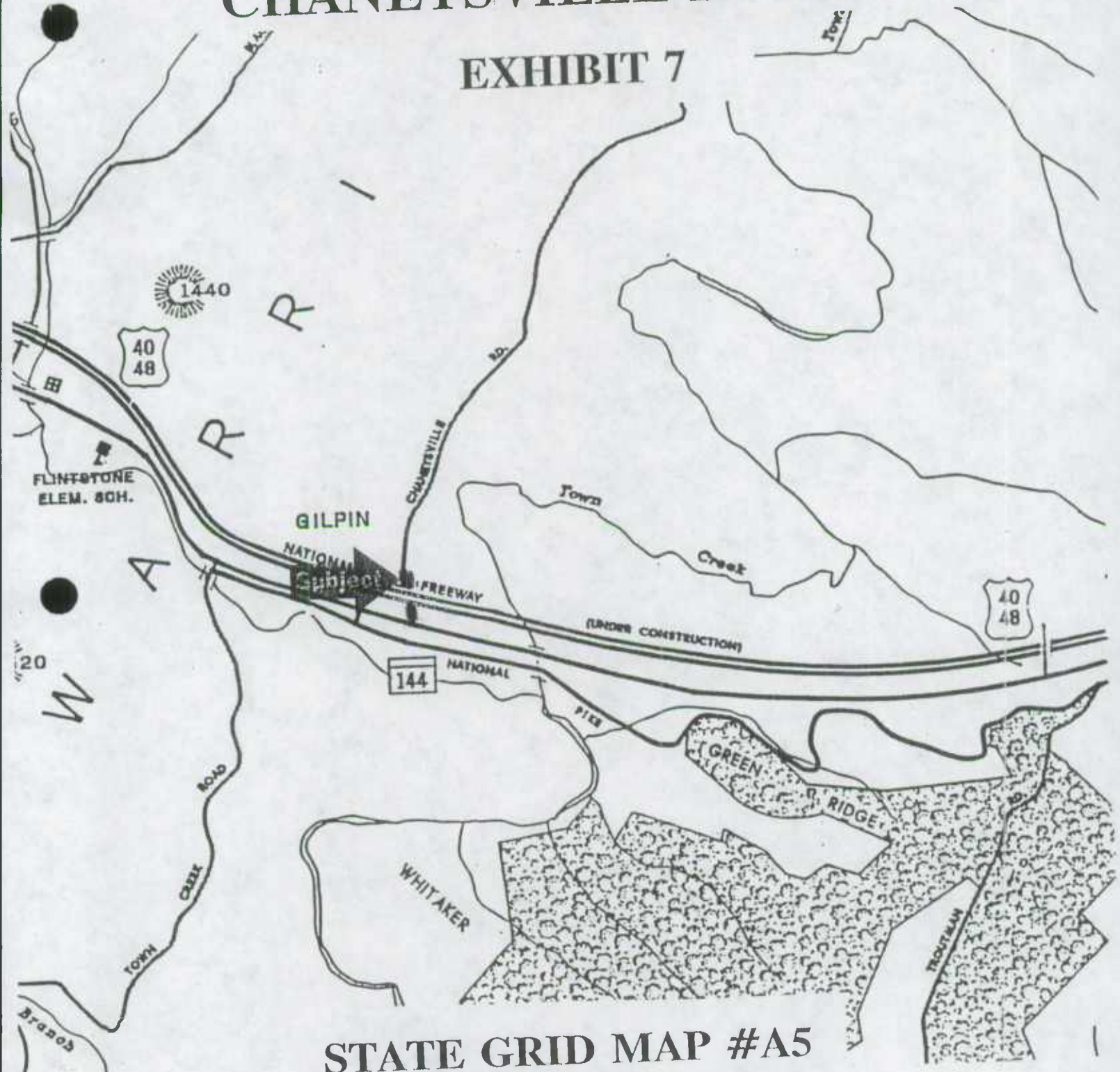


STATE GRID MAP #A4

FROM: NATIONAL PIKE
TO:STREET RD.(AHEAD)
LENGTH 0.30 MILES

MD 948AG
CHANEYSVILLE ROAD

EXHIBIT 7



STATE GRID MAP #A5
FROM:NATIONAL PIKE
TO:CHANEYSVILLE RD
LENGTH 0.08 MILES
(EXCEPT BRIDGE #1140)

MD 948AH
BREAKNECK ROAD

EXHIBIT 8

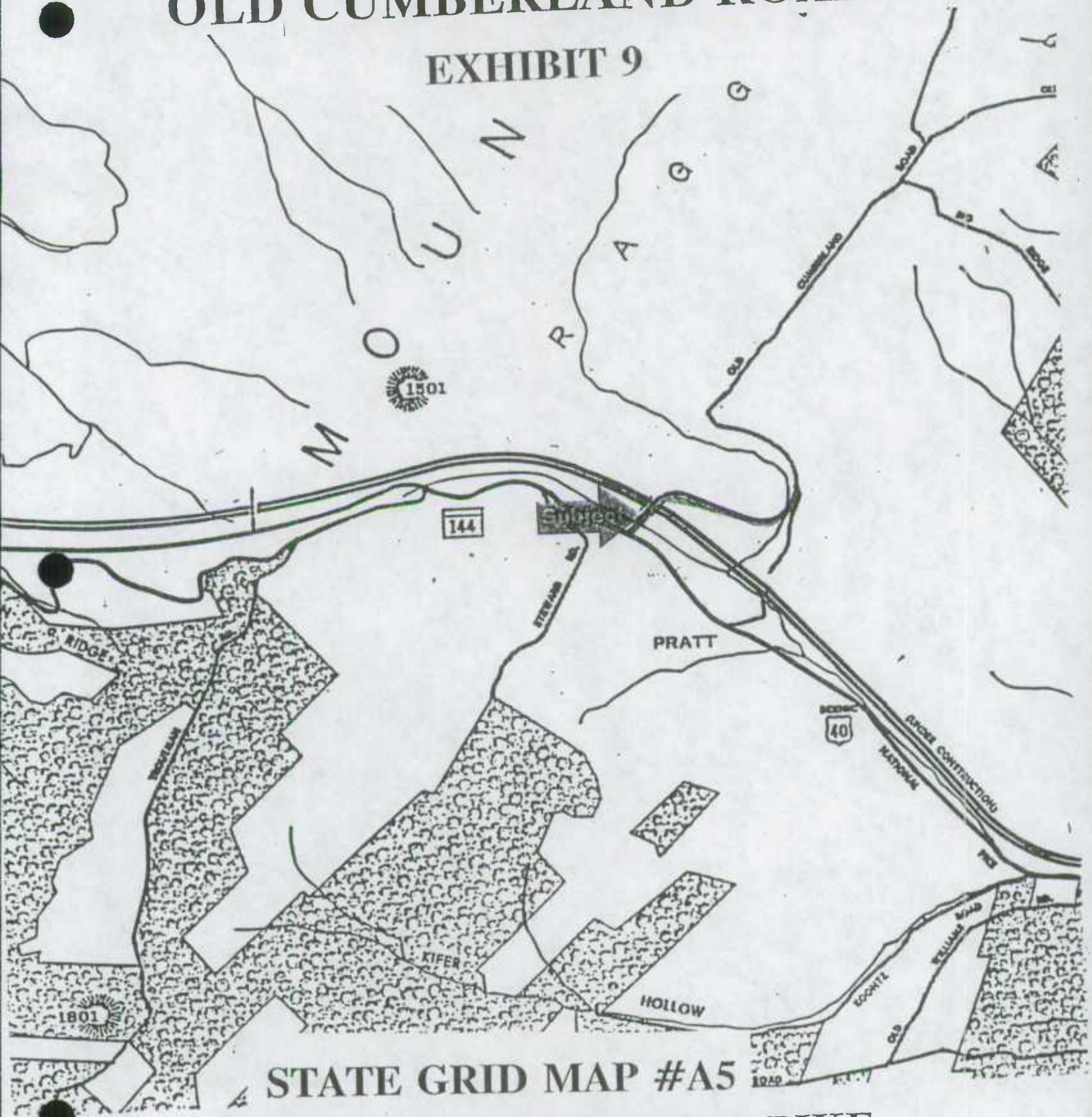
STATE GRID MAP #A4

FROM:BREAKNECK RD.
TO: NATIONAL PIKE
LENGTH 0.12 MILES

MD 948AI

OLD CUMBERLAND ROAD

EXHIBIT 9



STATE GRID MAP #A5

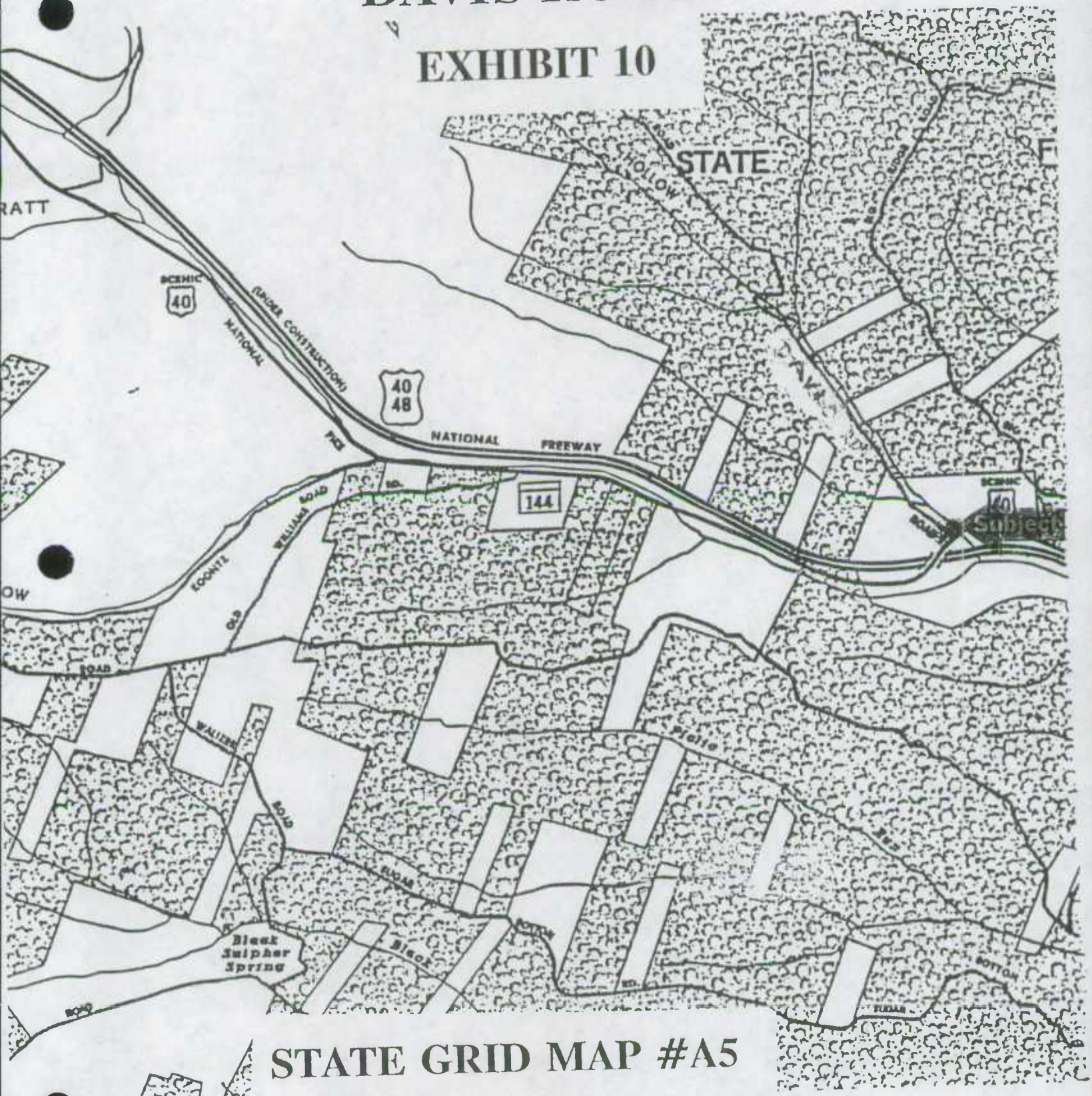
FROM: OLD NATIONAL PIKE

TO:OLD CUMBERLAND RD (AHEAD)

LENGTH 0.47 MILES (EXCEPT BRIDGE #1144)

MD 948AJ
DAVIS ROAD

EXHIBIT 10

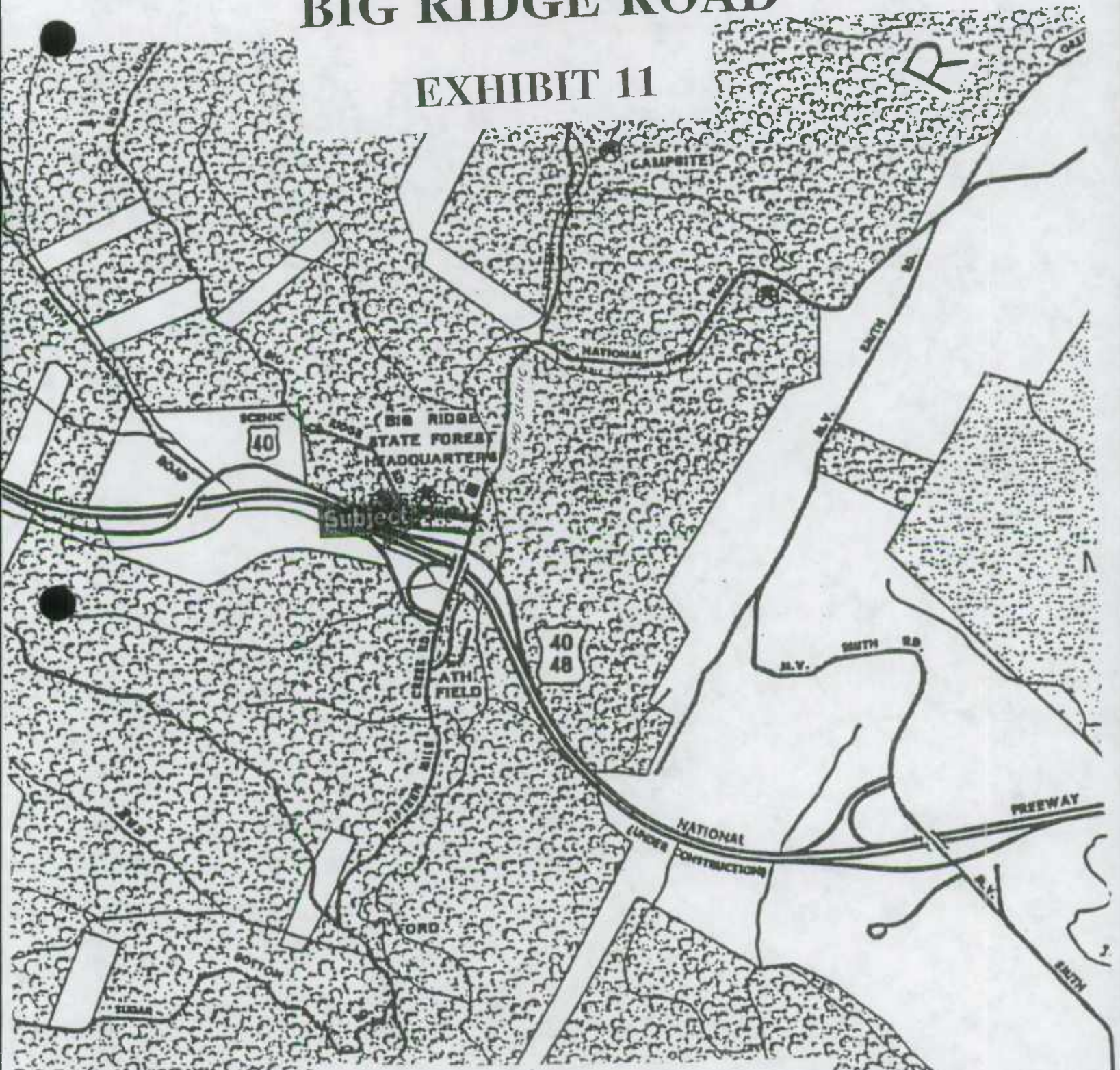


STATE GRID MAP #A5

FROM:OLD NATIONAL PIKE
TO:DAVIS ROAD (AHEAD)
LENGTH 0.03 MILES

MD 948AK
BIG RIDGE ROAD

EXHIBIT 11

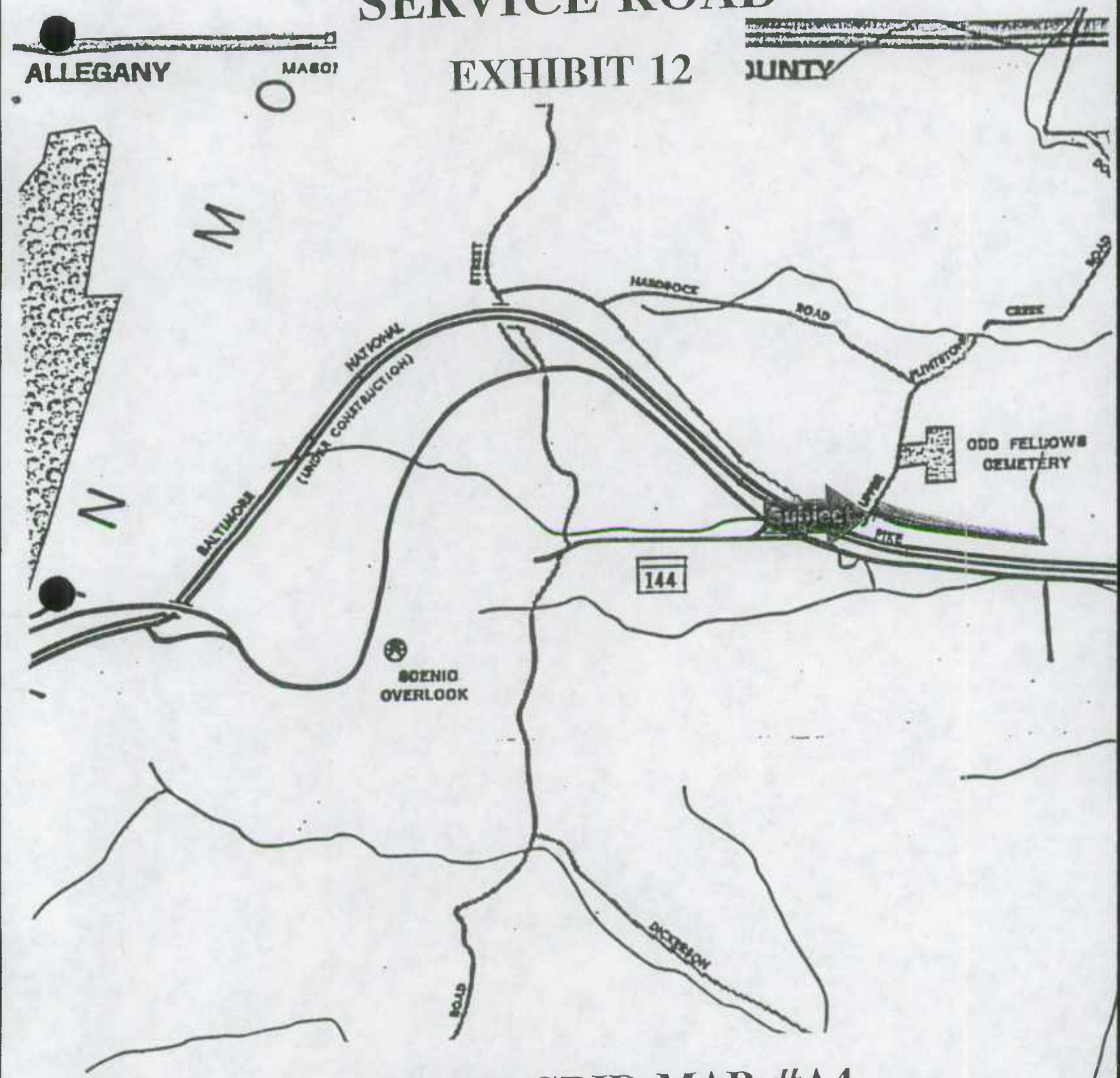


STATE GRID MAP #A5

FROM:BIG RIDGE RD (BACK)
TO: NATIONAL PIKE
LENGTH 0.14 MILES

MD 948AN
SERVICE ROAD

EXHIBIT 12

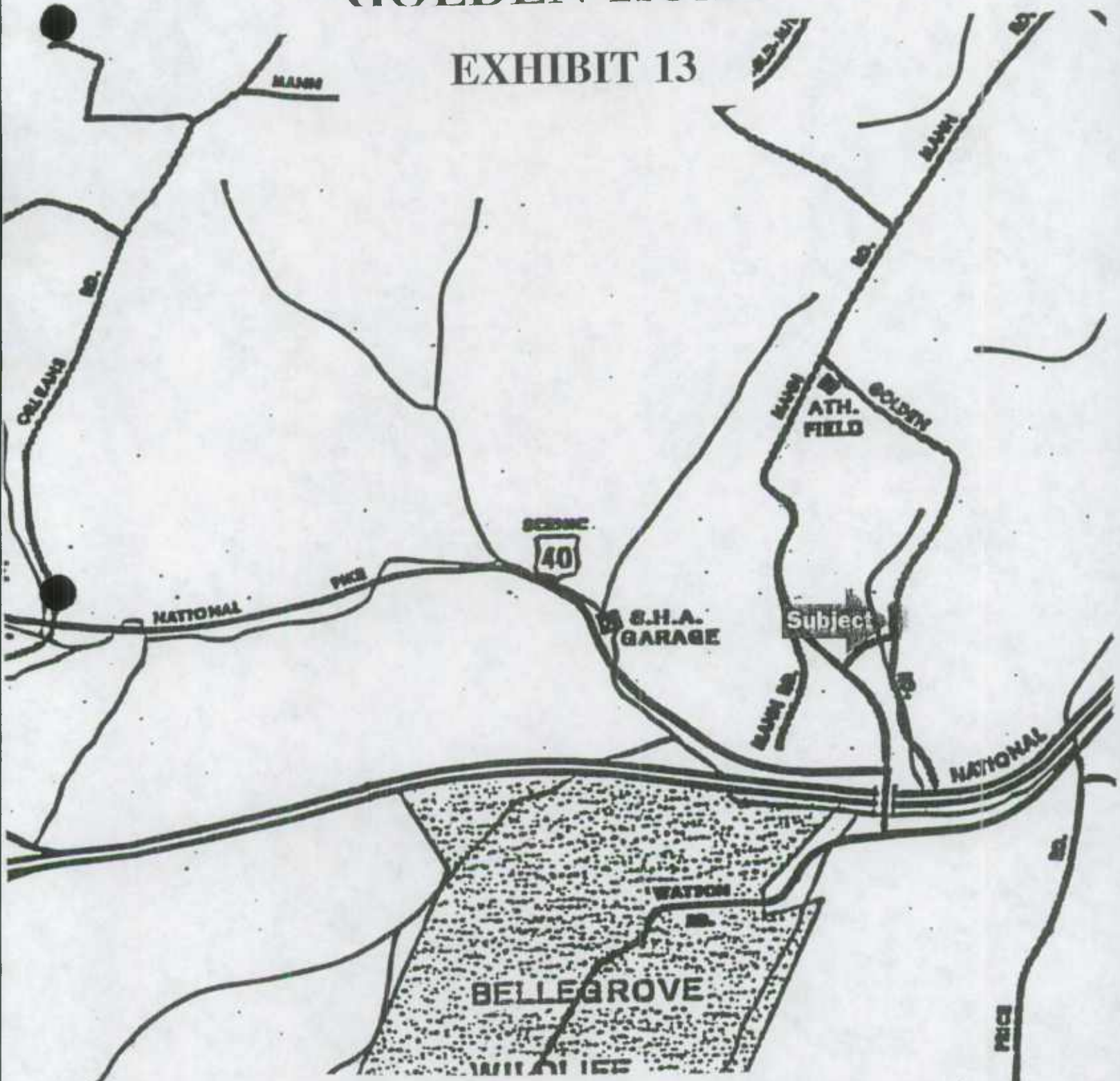


STATE GRID MAP #A4

FROM:DOLLY ROAD
TO:ROAD END
LENGTH 0.40 MILES

MD 948Q
GOLDEN ROAD

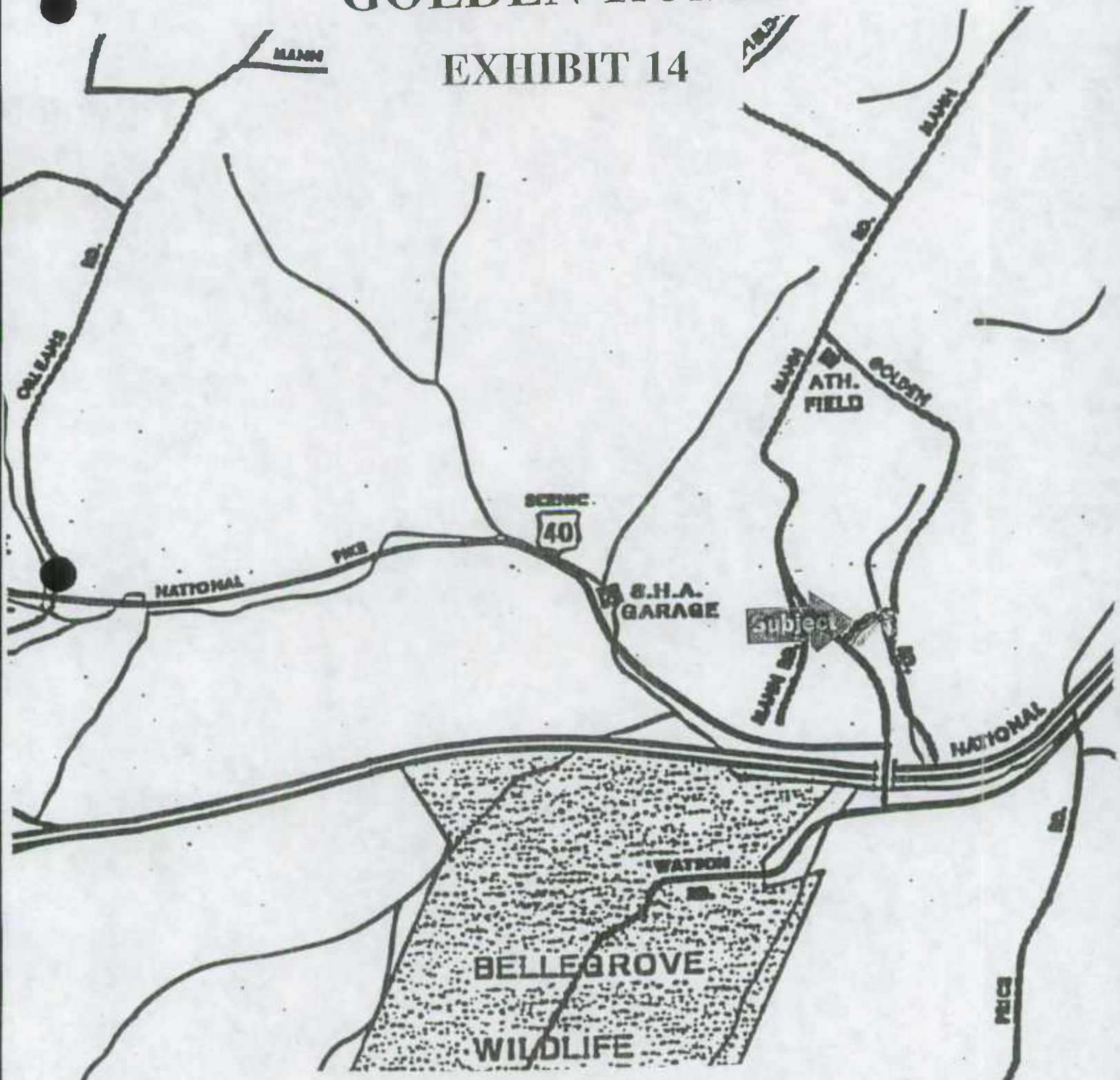
EXHIBIT 13



STATE GRID MAP #A5

FROM:GOLDEN ROAD
TO: GOLDEN ROAD
LENGTH 0.03 MILES

MD 948R
GOLDEN ROAD
EXHIBIT 14

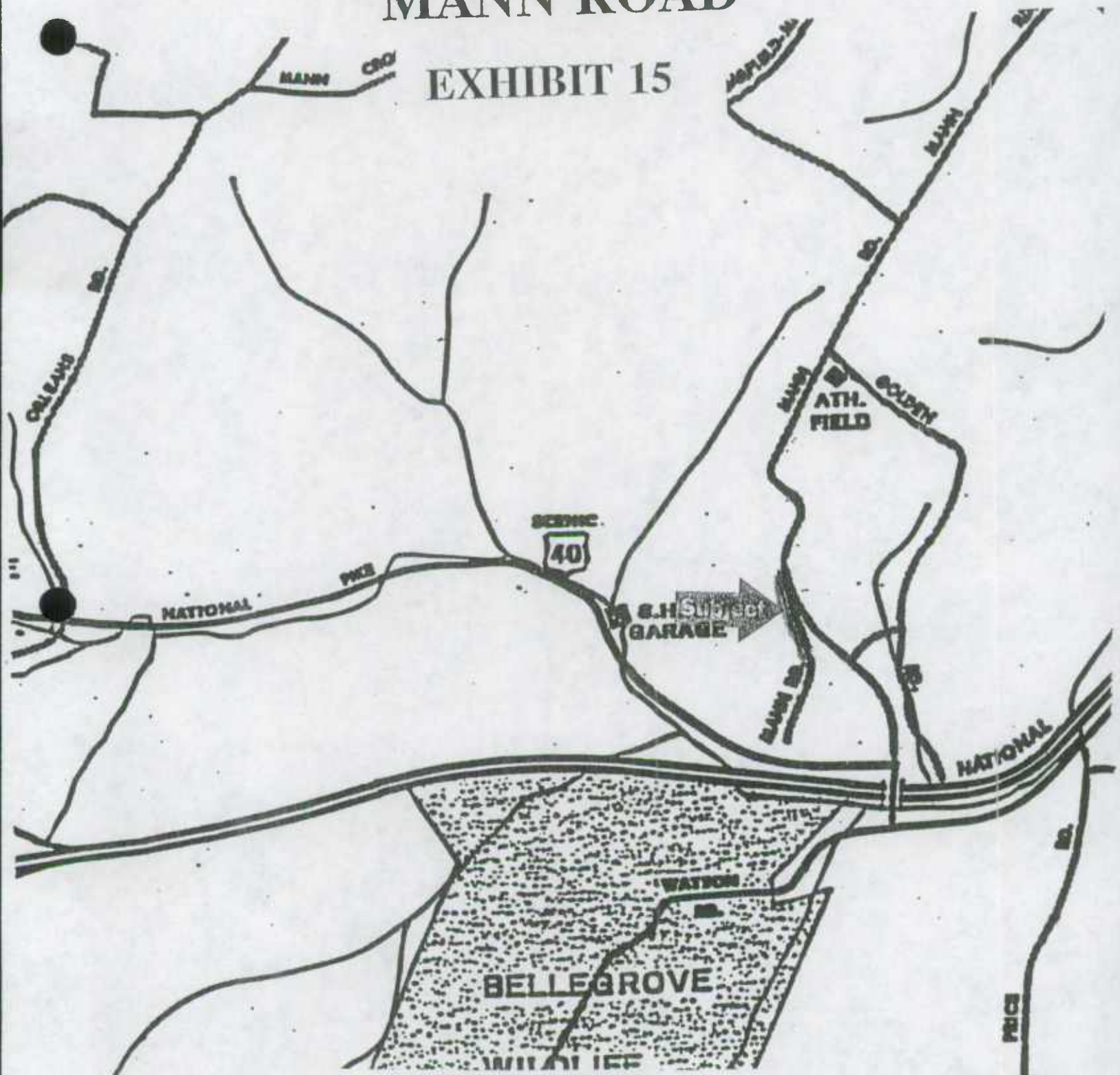


STATE GRID MAP #A5

FROM:GOLDEN ROAD
TO:MANN RD.(AHEAD)
LENGTH 0.10 MILES

MD 948S
MANN ROAD

EXHIBIT 15

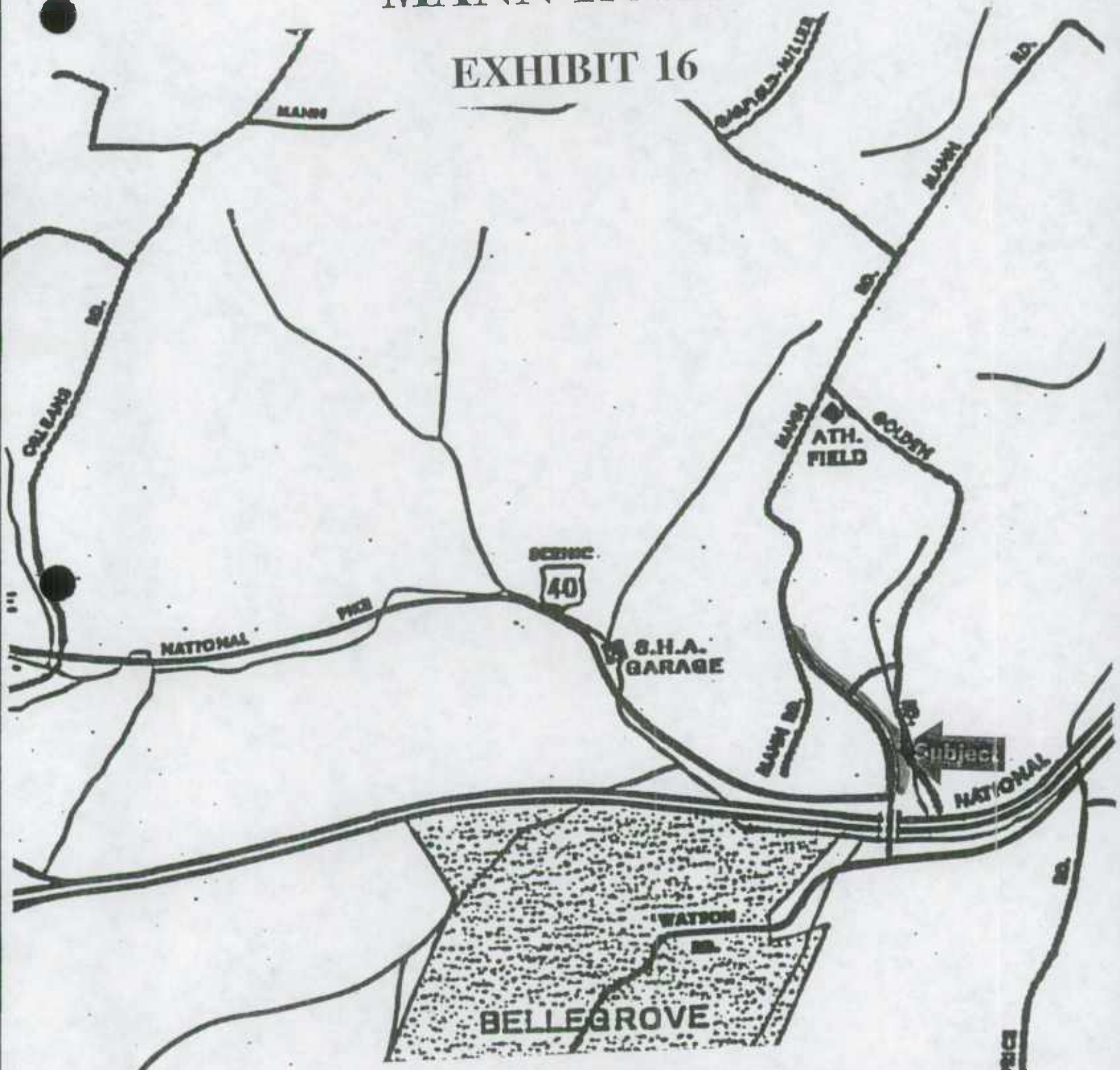


STATE GRID MAP #A5

FROM: MANN ROAD
TO:MANN RD.(BACK)
LENGTH 0.04 MILES

MD 948T
MANN ROAD

EXHIBIT 16

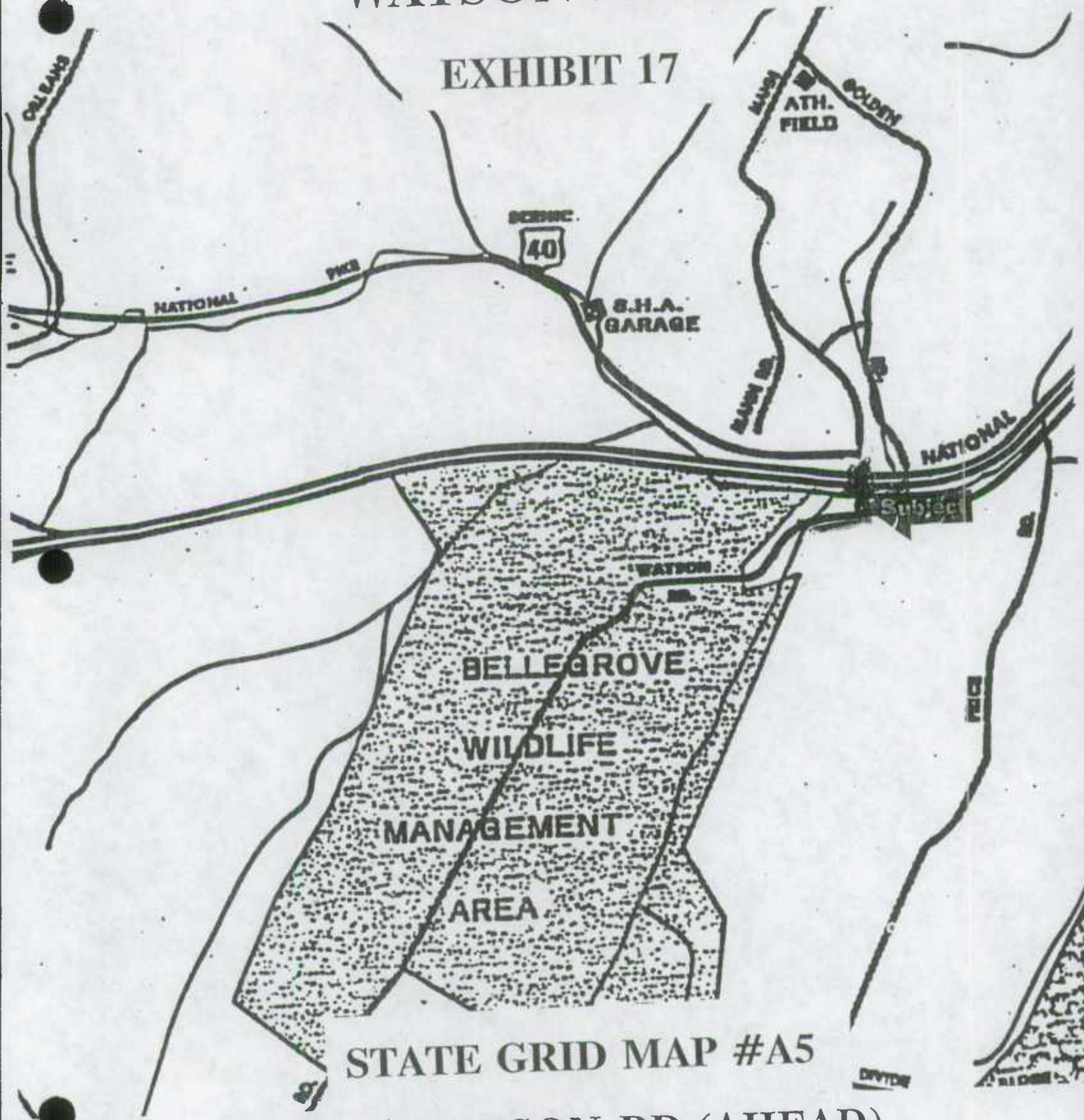


STATE GRID MAP #A5

FROM: NATIONAL PIKE
TO:MANN RD. (AHEAD)
LENGTH 0.35 MILES

MD 948U
WATSON ROAD

EXHIBIT 17

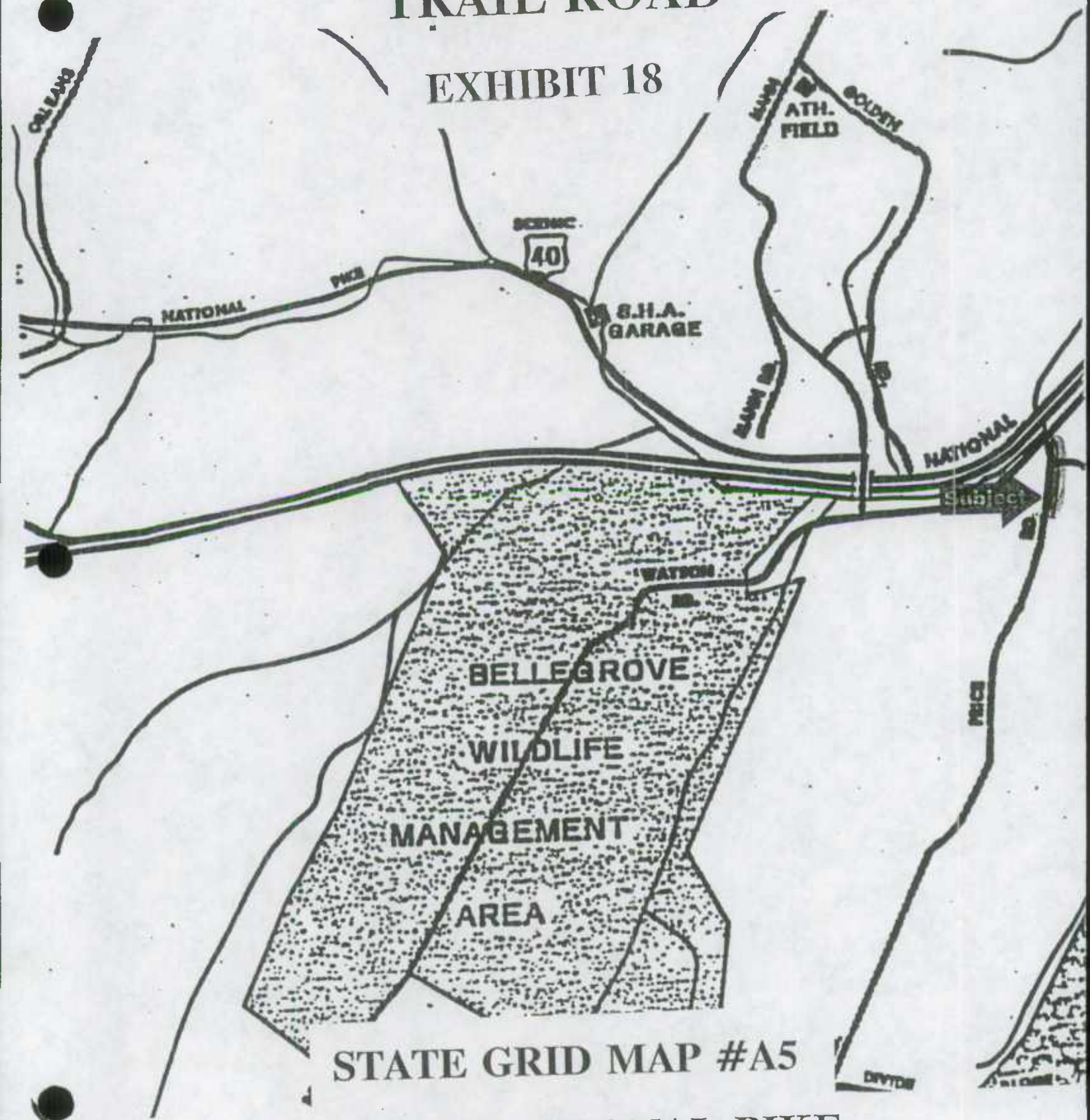


STATE GRID MAP #A5

FROM:WATSON RD.(AHEAD)
TO:NATIONAL PIKE
LENGTH 0.24 MILES

MD 948V
TRAIL ROAD

EXHIBIT 18

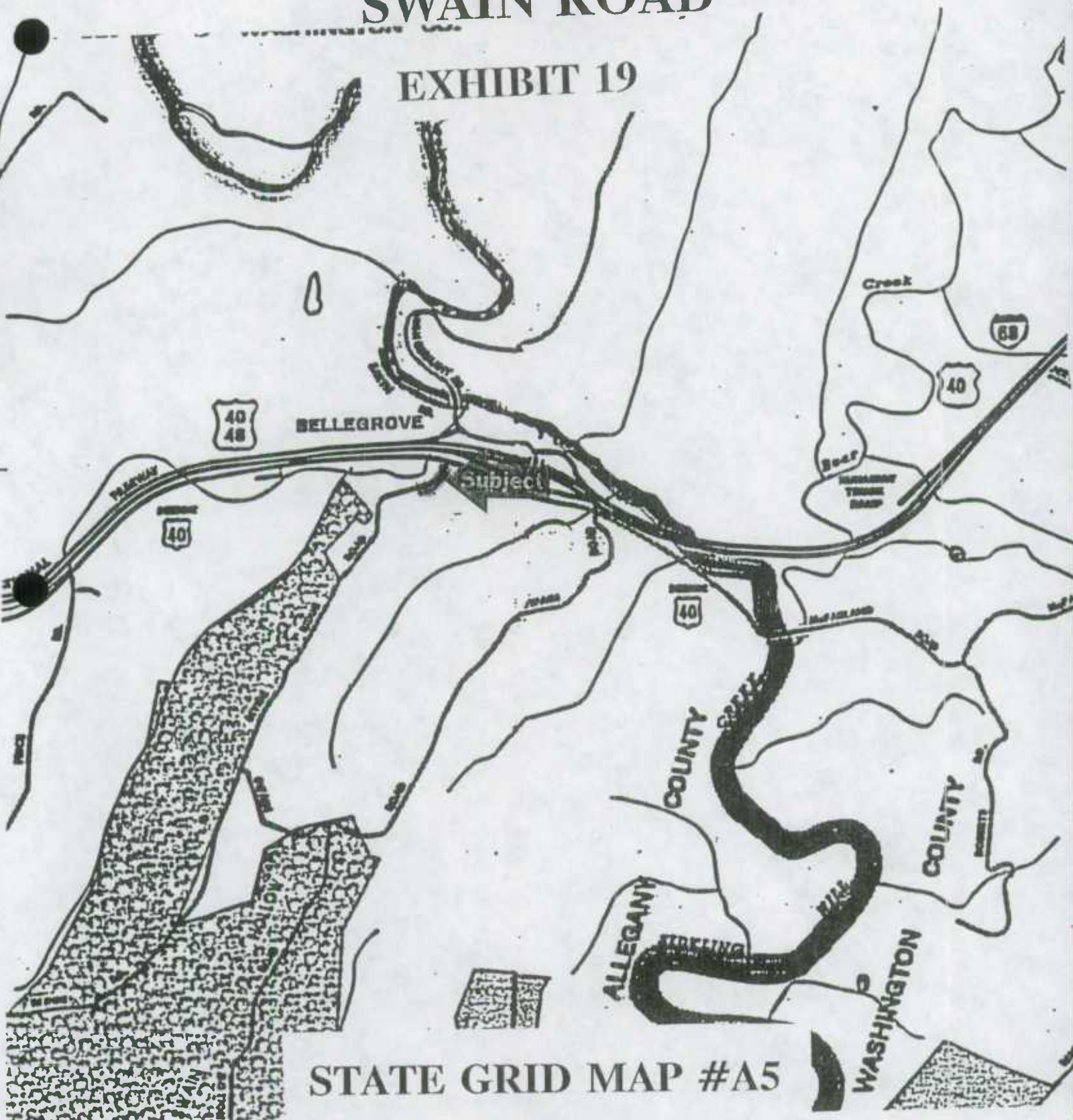


STATE GRID MAP #A5

FROM: NATIONAL PIKE
TO:PRICE RD.(AHEAD)
LENGTH 0.08 MILES

MD 948X
SWAIN ROAD

EXHIBIT 19

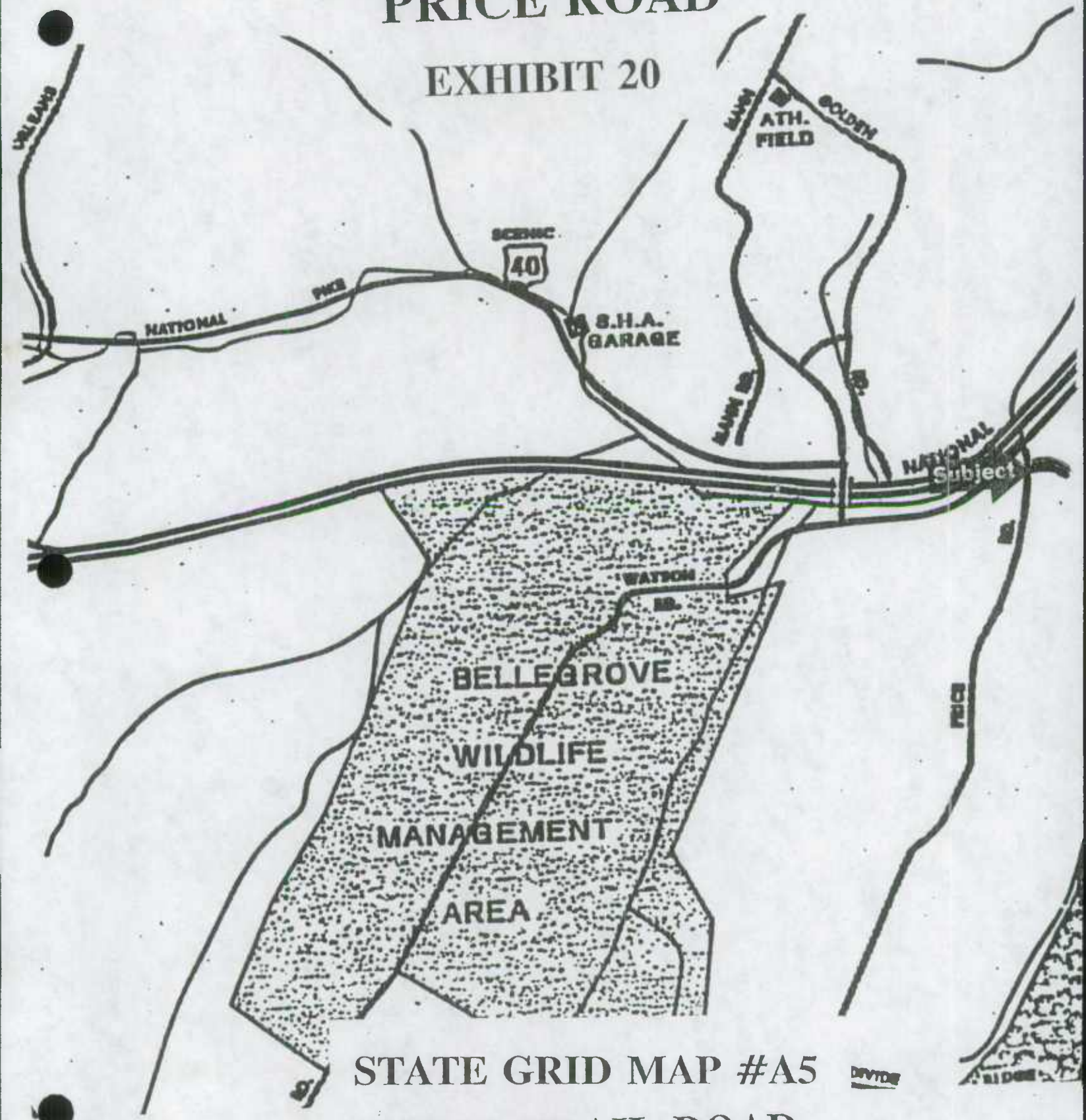


STATE GRID MAP #A5

FROM: NATIONAL PIKE
TO:SWAIN RD.(AHEAD)
LENGTH 0.12 MILES

MD 948W
PRICE ROAD

EXHIBIT 20

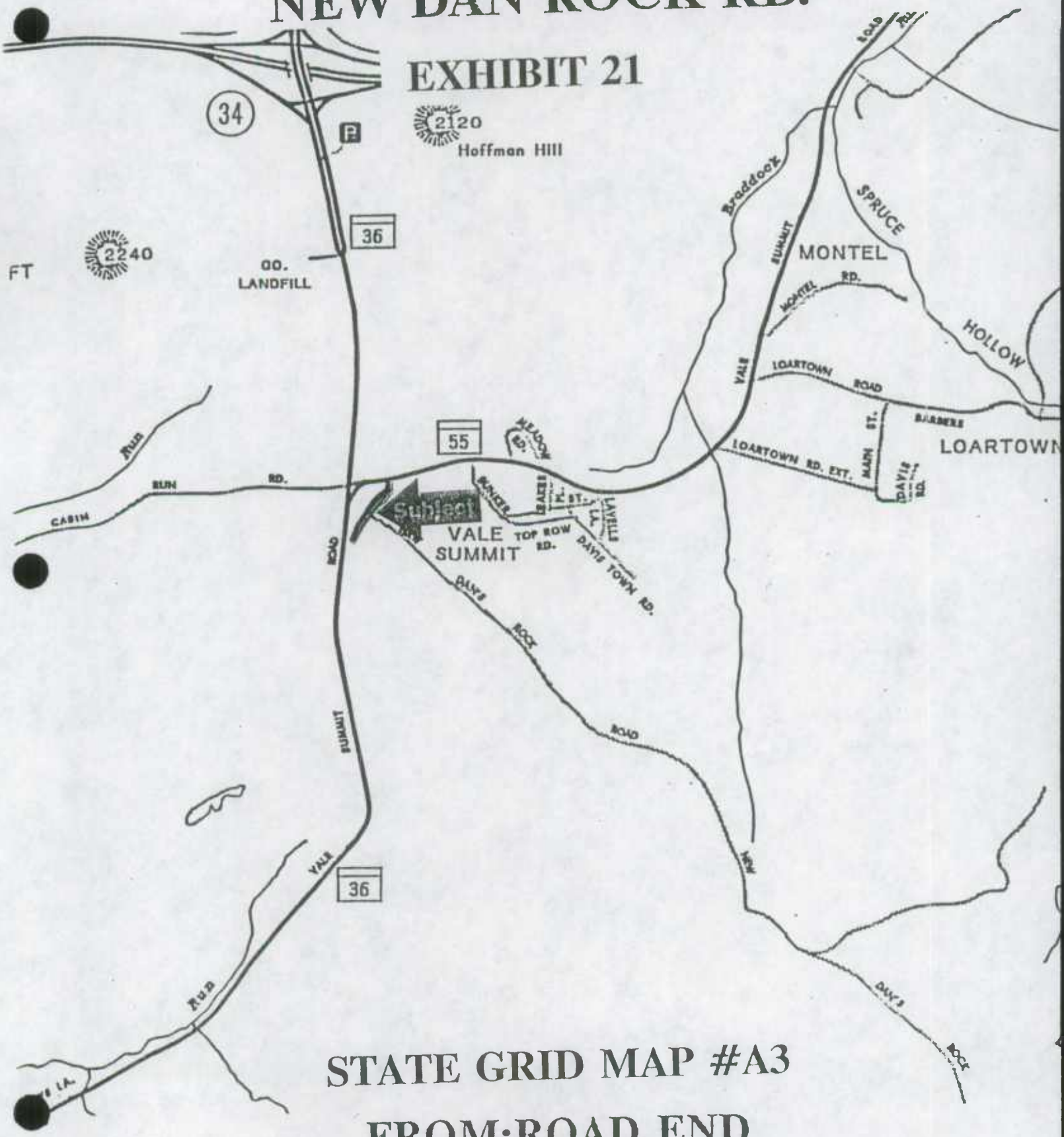


STATE GRID MAP #A5

FROM: TRAIL ROAD
TO: ROAD END
LENGTH 0.06 MILES

MD 955
NEW DAN ROCK RD.

EXHIBIT 21

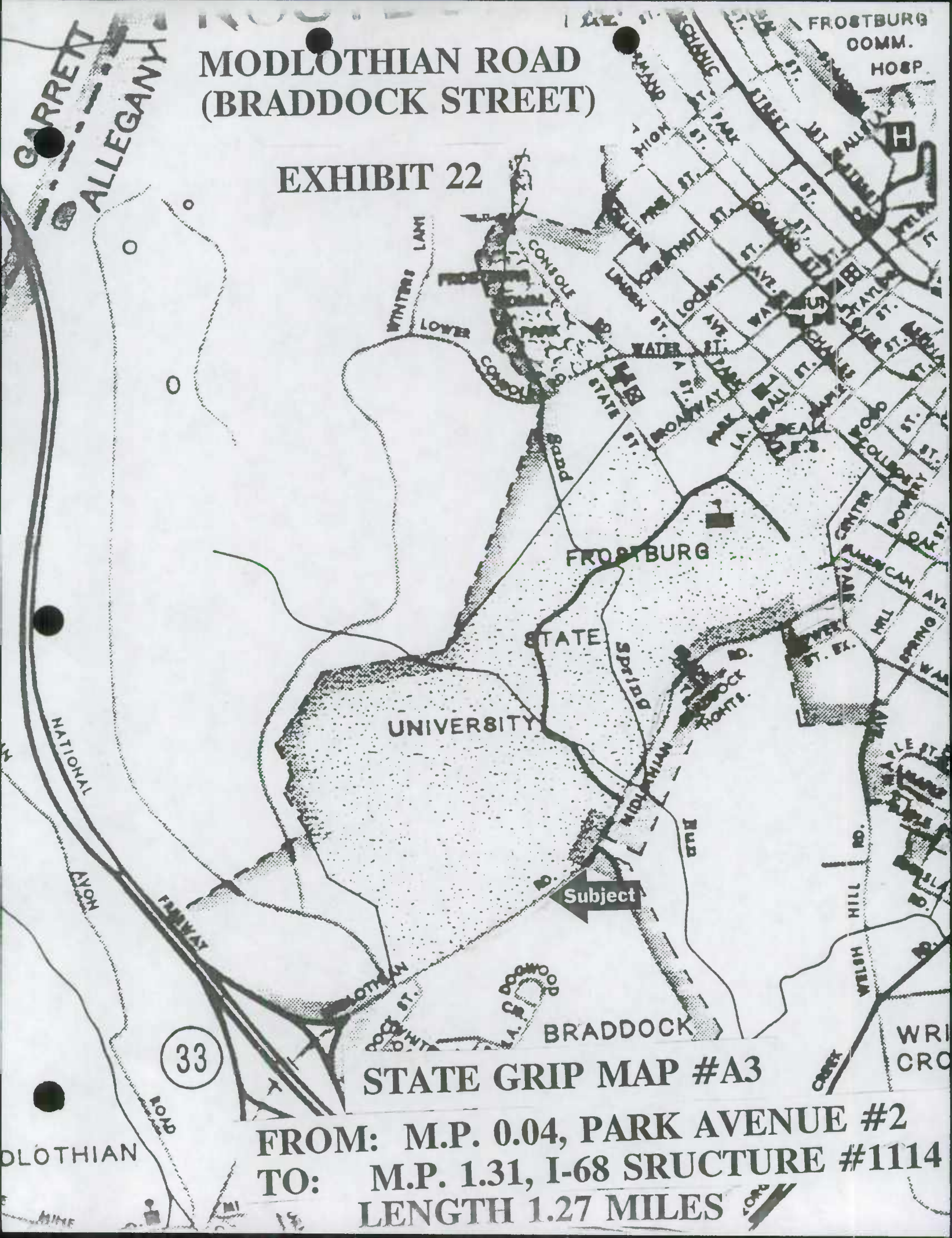


STATE GRID MAP #A3

FROM:ROAD END
TO: VALE SUMMIT RD
LENGTH 0.17 MILES

MODLOTHIAN ROAD (BRADDOCK STREET)

EXHIBIT 22



STATE GRIP MAP #A3

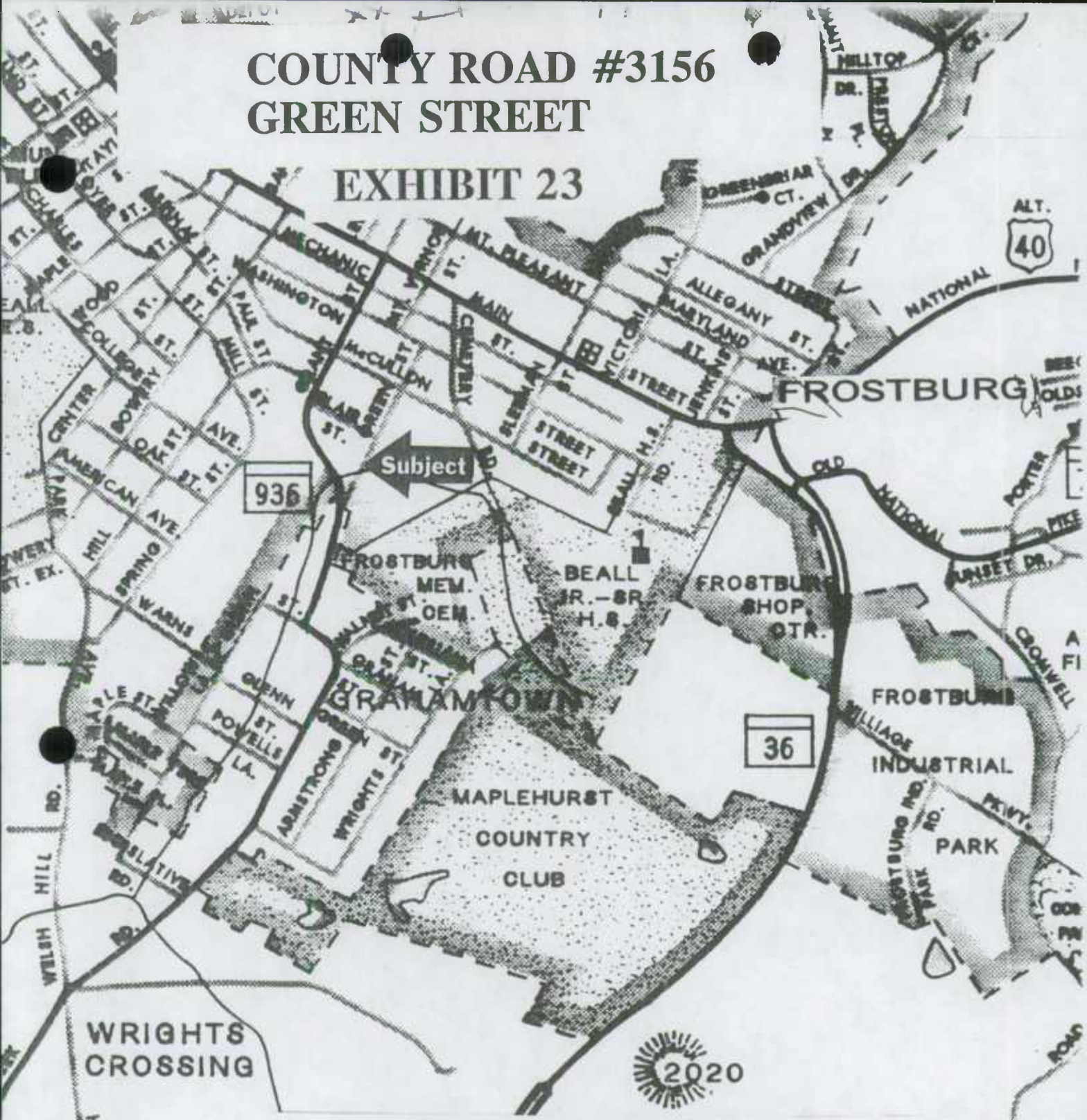
FROM: M.P. 0.04, PARK AVENUE #2

TO: M.P. 1.31, I-68 SRUCTURE #1114

LENGTH 1.27 MILES

COUNTY ROAD #3156
GREEN STREET

EXHIBIT 23



STATE GRID MAP #A3

FROM: MD RTE. 936 (GRANT STREET)
TO: BLAIR STREET

LENGTH 0.14 MILES

Maryland Department of Transportation
State Highway Administration

David L. Winstead
Secretary
Hal Kassoff
Administrator

MEMORANDUM OF ACTION OF DIRECTOR NEIL J. PEDERSEN
OFFICE OF PLANNING AND PRELIMINARY ENGINEERING

AUGUST 21, 1995

Director, Neil J. Pedersen, Office of Planning and Preliminary Engineering executed two (2) road transfer agreements dated August 21, 1995, between the State Highway Administration and Allegany County, Maryland, relative to the transfer of the following described sections of highway and subject to the conditions more fully set forth in the agreement.

S.H.A. to Allegany County, Maryland:

Co517 MD Route 51J - North Branch Road
From Pittsburg Plate Glass Road, M.P. 0.00
to North Branch Road (Ahead), M.P. 0.09

Co518 MD Route 51K - Pittsburgh Plate Glass Road
From Md Rte. 51, M.P. 0.00 to Pittsburgh
Plate Glass Road (Ahead), M.P. 0.26
including structure #A085

Co 839 MD Route 51G - Old Mexico Farms Road
From Mexico Farms Road, M.P. 0.00
to Cul-de-sac M.P. 0.19

Co512 MD Route 51H - Mexico Farms Road
From MD Rte. 51, M.P. 0.00 to
Mexico Farms Road (Ahead) M.P. 0.17
including structure #A086

TOTAL MILEAGE: 0.71± MILE

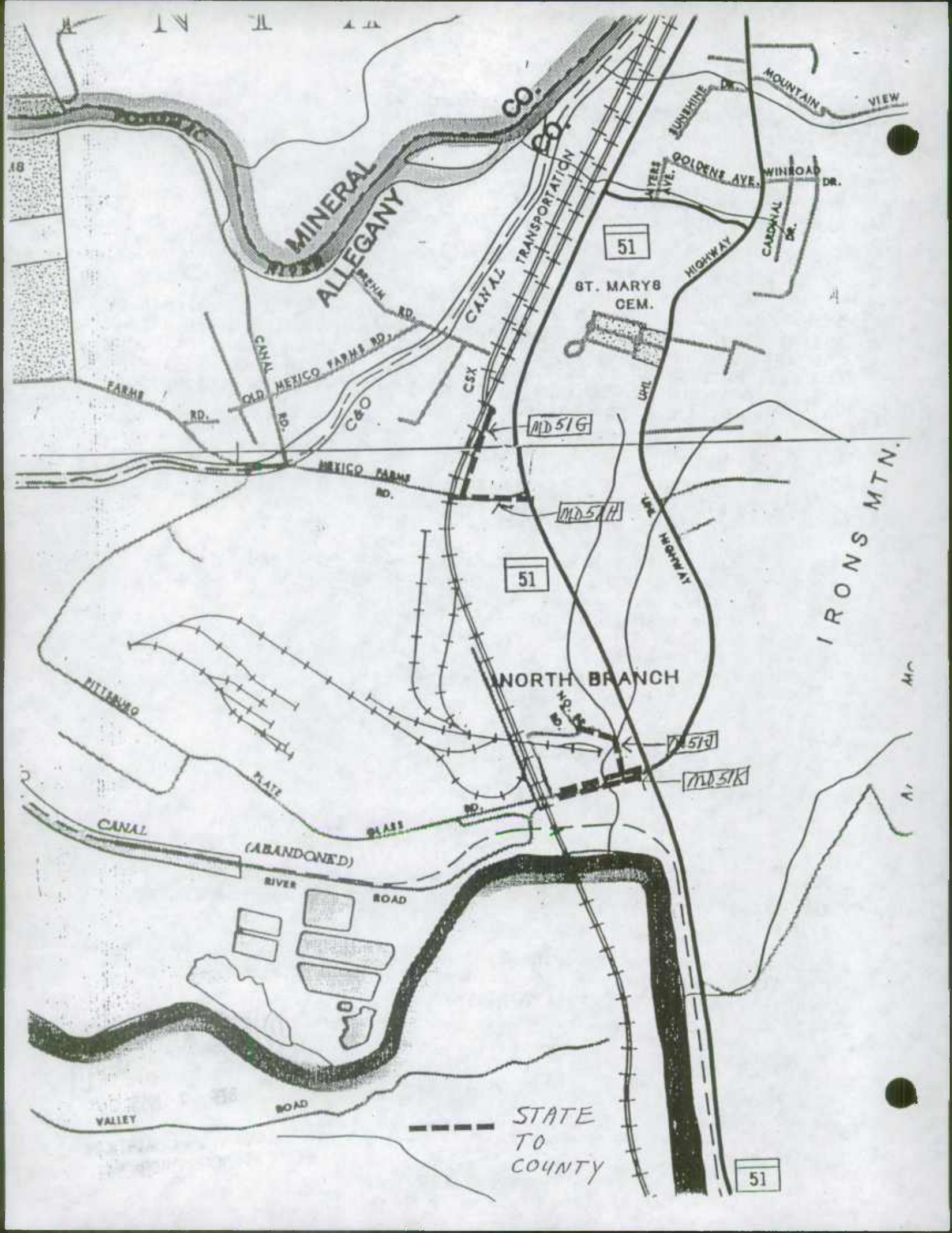
Item No.: 85522

The effective date of the transfers shall be on or before August 21, 1995.

Said agreement has previously been executed by Allegany County Officials and approved a to form and legal sufficiency by Special Counsel, Mr. Peyton Paul Phillips.

KO:VP:cej

My telephone number is 333-1627
Maryland Relay Service for Impaired Hearing or Speech
1-800-735-2258 Statewide Toll Free
Mailing Address: P.O. Box 717 • Baltimore, MD 21203-0717


MINERAL CO.
ALLEGANY CO.
CANAL TRANSPORTATION
MOUNTAIN VIEW
SUNSHINE DR.
GOLDENE AVE.
WINROAD DR.
AYERS AVE.
CARDINAL DR.
HIGHWAY
51
ST. MARYS CEM.
BREHM RD.
CANAL
OLD MEXICO FARMS RD.
FARMS RD.
C&O
CSX
UPL
MD 51G
MEXICO FARMS RD.
MD 51H
LINE HIGHWAY
IRONS MTN.
NORTH BRANCH
PITTSBURG
PLATE
GLASS RD.
MD 51J
MD 51K
CANAL
(ABANDONED)
RIVER ROAD
VALLEY ROAD
STATE TO COUNTY

S.H.A.

cc: Mr. M. R. Baxter
Mr. W. T. Beaulieu
Mr. D. A. Bochenek
Mr. W. E. Brauer, III
Mr. R. Burns
Mr. W. Butcher
Mr. D. A. Clifford
Ms. G. Courtney
Mr. R. L. Daff, Sr.
Mr. R. D. Douglass
Mr. L. H. Ege, Jr.
Mr. R. J. Finck
Mr. G. Frankenberry
Mr. E. S. Freedman
Mr. T. Hicks
Ms. E. Homer
Mr. G. Jannetti
Mr. H. Kassoff
Mr. J. Kelly
Mr. J. S. Koehn
Mr. R. Lipps
Mr. K. McClelland
Mr. J. Miller
Ms. A. Moore
Mr. J. Mullen
Mr. M. Murray
Mr. K. Oelmann
Mr. E. T. Paulis, Jr.
Mr. N. J. Pedersen
Mr. D. Rose
Mr. L. Schultz
Mr. R. Schindel
Mr. K. G. Shelton
Mr. D. Simmons
Ms. D. J. Strausser
Mr. L. Swift
R/W Secretary File

ALLEGANY COUNTY

Mr. Bernard L. Loar, President, Board of County Commissioners of Allegany County, Maryland

Mr. William M. Rudd, County Attorney

Maryland Department of Transportation
State Highway Administration

O. James Lighthizer
Secretary
Hal Kassoff
Administrator

OK
NJP
8/25/93

MEMORANDUM OF ACTION OF DIRECTOR NEIL J. PEDERSEN
OFFICE OF PLANNING AND PRELIMINARY ENGINEERING

August 20, 1993

Director Pedersen, Office of Planning and Preliminary Engineering, executed a road transfer agreement dated July 15, 1993, between the State Highway Administration and the Town of Westernport, relative to the transfer of the following described sections of highway and subject to the conditions more fully set forth in the agreement.

1. State Highway Administration to the Town of Westernport:

MD 937 (Main St.) — From MP 0.~~10~~ .09± McCool Westernport Road

To MP ~~1.04~~ 1.16± Westernport corporate limits.

* Excluding structure #1022

Transfer Mileage: ~~0.94~~ 1.07± mile.

MD 825 (Wash St.) — From MP 0.00± Old MD 36 (Main St.) (MD 937)

To MP 0.14± road end.

Transfer Mileage: 0.14± mile *

* Excluding structure #1055.

Total Mileage: ~~1.08~~ 1.21± mile

The effective date of transfer shall be June 30, 1993.

Said agreement had previously been executed by the Mayor of the Town of Westernport and approved as to form and legal sufficiency by Assistant Attorney General, Libby Reamer.

My telephone number is _____

Maryland Relay Service for Impaired Hearing or Speech
1-800-735-2258 Statewide Toll Free

Mailing Address: P.O. Box 717 • Baltimore, MD 21203-0717
Street Address: 707 North Calvert Street • Baltimore, Maryland 21202

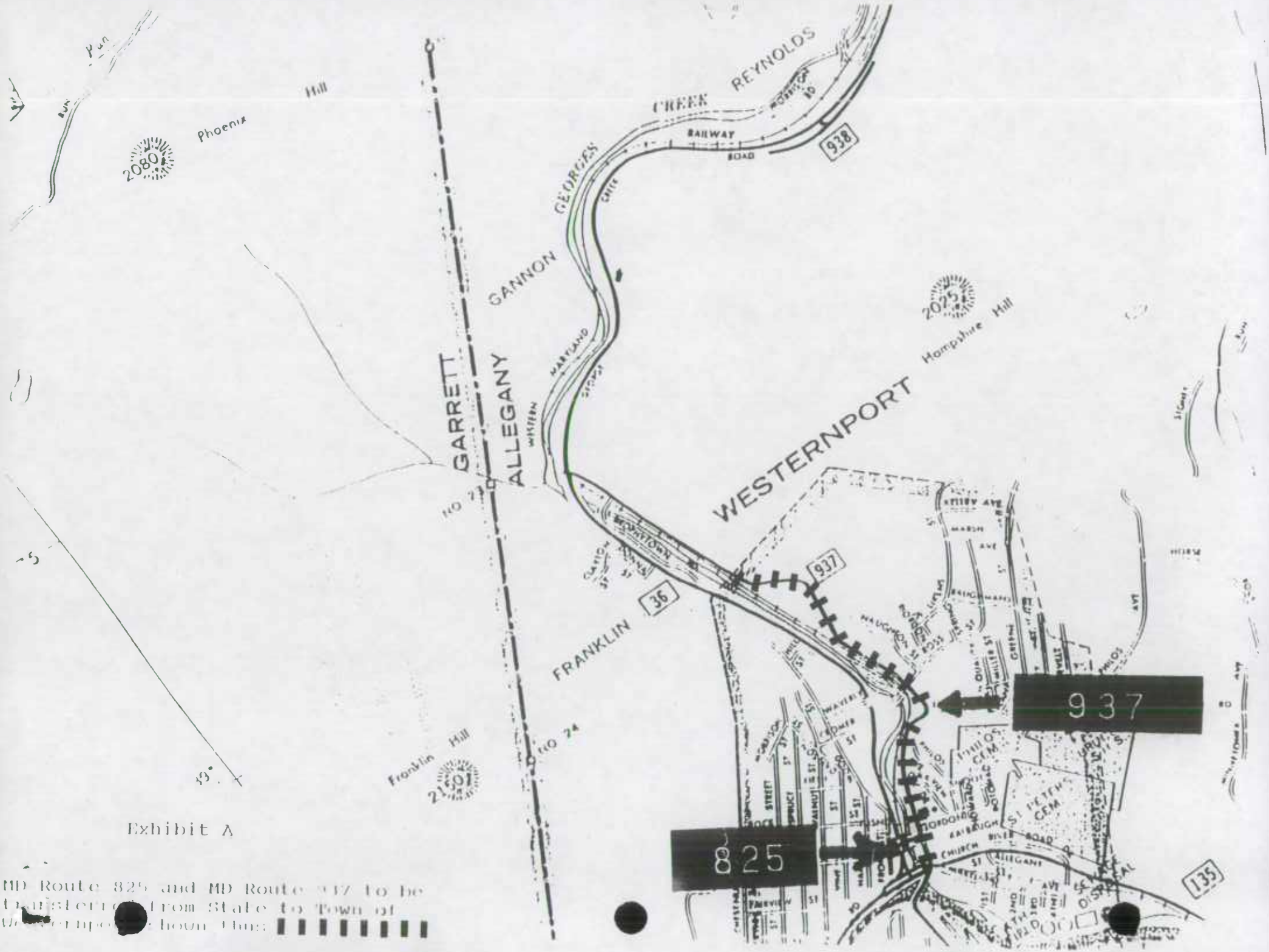


Exhibit A

MD Route 825 and MD Route 937 to be transferred from State to Town of Westernport as shown thus: ▮▮▮▮▮▮▮▮

KO:RMP:cej

cc: Mr. M. R. Baxter
Mr. T. W. Beaulieu
Mr. D. A. Bockenek
Mr. W. E. Brauer III
Mr. A. M. Capizzi
Mr. D. A. Clifford
Mr. J. M. Contestabile
Ms. G. Courtney
Ms. R. L. Daff, Sr.
Ms. R. D. Douglass
Mr. L. H. Ege, Jr.
Mr. R. J. Finck
Mr. G. Frankenberry
Mr. E. S. Freeman
Mr. T. Hicks
Mr. E. Homer
Mr. G. S. Jannetti
Mr. H. Kassoff
Mr. J. Kelly
Mr. J. S. Koehn
Mr. J. D. Laffey
Mr. J. O. Leyhe
Mr. R. Lipps
Mr. J. Miller
Mr. J. Muller
Mr. M. R. Murray
Mr. J. T. Neukam ✓
Mr. K. Oelmann
Mr. C. R. Olsen
Mr. E. T. Paulis, Jr.
Mr. N. J. Pedersen
Mr. J. Ross
Mr. L. Schultz
Mr. K. G. Shelton
Mr. D. J. Strausser
Mr. L. Swift
Mr. J. E. Thompson
R/W Secretary File

MEMORANDUM OF ACTION OF DIRECTOR NEIL J. PEDERSEN
OFFICE OF PLANNING AND PRELIMINARY ENGINEERING

July 15, 1992

Director Pedersen, Office of Planning and Preliminary Engineering executed a road transfer agreement effective July 13, 1992, between the State Highway Administration and the City of Cumberland relative to the transfer of the following described section of highway and subject to the conditions more fully set forth in the agreement.

State Highway Administration to the City of Cumberland

MD 49 (Braddock Road) from Cumberland corporate limits at or near Seton Drive westerly 0.75± miles to a point at or near Sunset Drive, a total distance of 0.75± miles. - New Part of Braddock Rd, Mun. ETE. 0410

Said agreement had previously been executed by the appropriate city officials and approved as to form and legal sufficiency by Assistant Attorney General Edward S. Harris.

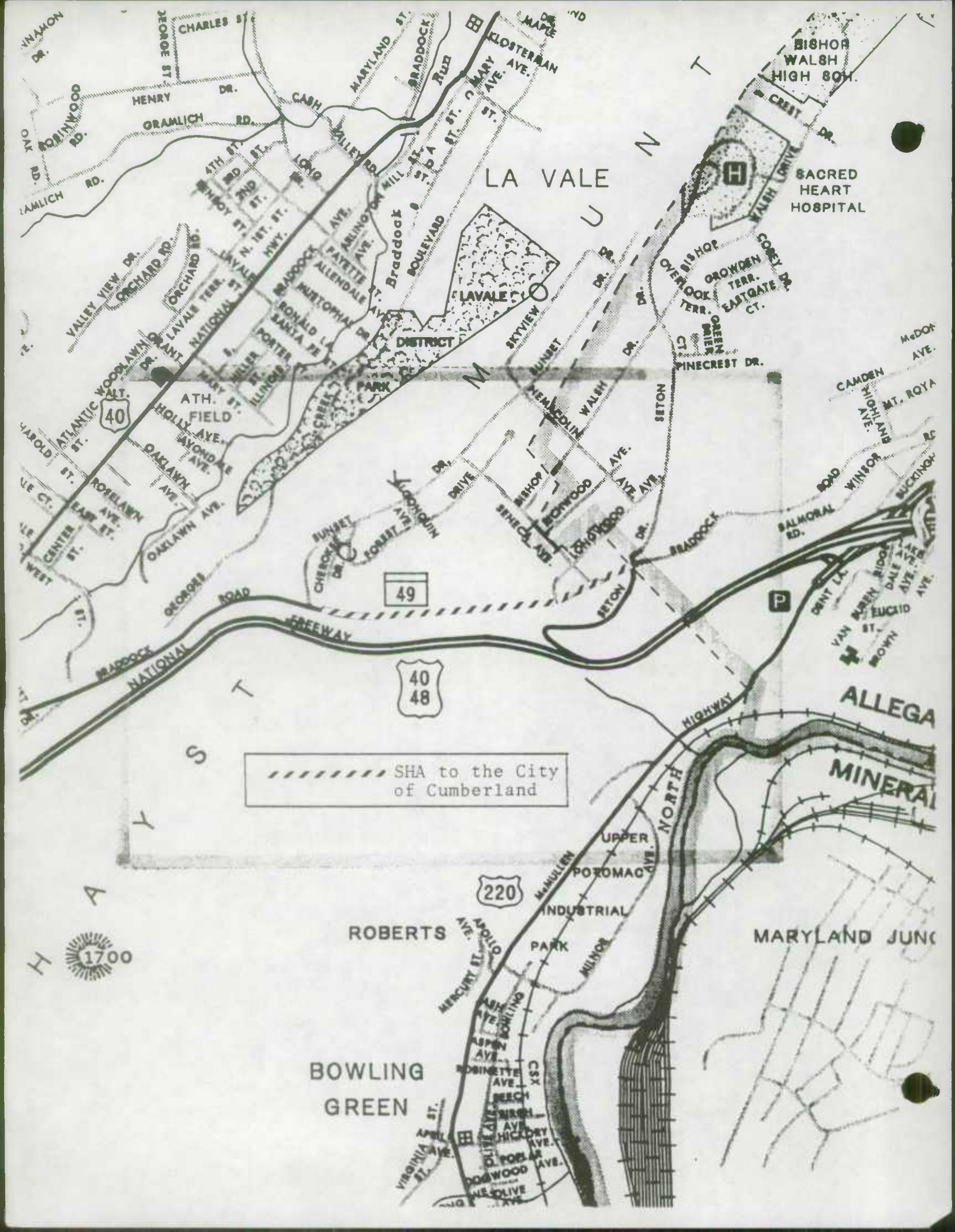
A map indicating the road being transferred is attached.

JH:jel

cc: Mr. M. R. Baxter
Mr. T. W. Beaulieu
Mr. D. A. Bochenek
Mr. W. E. Brauer III
Mr. J. D. Bruck
Mr. W. M. Butcher
Mr. A. M. Capizzi
Mr. D. A. Clifford
Mr. J. M. Contestabile
Mr. R. L. Daff, Sr.
Mr. R. D. Douglass
Mr. L. H. Ege, Jr.
Mr. W. E. Ensor
Mr. R. J. Finck
Mr. E. S. Freedman
Mr. M. C. Golden
Mr. T. Hicks
Ms. E. Homer
Mr. G. S. Jannetti
Mr. H. Kassoff
Mr. J. Kelly
Mr. R. A. Kochen
Mr. J. S. Koehn
Mr. J. O. Leyhe
Mr. R. Lipps
Mr. J. Miller
Mr. M. R. Murray
Mr. J. T. Neukam
Mr. K. F. Oelmann
Mr. C. R. Olsen
Mr. E. T. Paulis, Jr.
Mr. N. J. Pedersen
Mr. P E. Perkins
Mr. L. Schultz
Mr. K. G. Shelton
Mr. P. Stout
Ms. D. J. Strausser
Mr. J. E. Thompson
Mr. J. E. Zufall
Secretary's File

Director of Public Works,
Allegany County
Planning & Zoning Officer,
Allegany County

* Transfer from Seton Drive To Sunset Dr., a distance of 0.75 mile ±,
- Clarification per Jim Helm, Asst. Division Chief HISD 8/3/92


LA VALE
BISHOP WALSH HIGH SCH.
SACRED HEART HOSPITAL
LAVALE
DISTRICT
PARK
ATH. FIELD
SHA to the City of Cumberland
ALLEGA
MINERAL
MARYLAND JUNC
ROBERTS
BOWLING GREEN
UPPER POTOMAC INDUSTRIAL PARK
NORTH
HIGHWAY
BRADDOCK NATIONAL FREEWAY
GEORGES ROAD
BRADDOCK BOULEVARD
MARYLAND ST.
CHARLES ST.
HENRY DR.
GRAMLICH RD.
CASH VALLEY RD.
LONG
KLOSTERMAN AVE.
MAPLE
CREST DR.
WALSH DRIVE
CORBY DR.
OVERLOOK TERR.
GROWDEN TERR.
EASTGATE CT.
GREEN BRIER CT.
PINECREST DR.
SKYVIEW DR.
SUNSET DR.
WALSH
SETON
CAMDEN HIGHLANDS AVE.
MT. ROYA
WINSOR ROAD
BUCKINGH
SALMORAL RD.
DENT LA.
EUCLID ST.
VAN BUREN
BROWN
BRIDGEDALE AVE.
BRADDOCK
SETON
BISHOP
SENECA AVE.
BEECHWOOD
LONGWOOD
McLOUGHLIN
FOREST AVE.
CHEROKEE DR.
SUNSET DR.
49
40
48
220
McMULLEN
APOLLO AVE.
MERCURY ST.
BOWLING
ASH AVE.
ASPEN AVE.
ROBINETTE AVE.
BEECH
BIRCH AVE.
HICKORY AVE.
OLIVE AVE.
POPLAR AVE.
DOGWOOD
WESTOLIVE AVE.
VIRGINIA ST.
APRIL AVE.
CSX
MILNOR
1700
HAYS ST.
ORCHARD RD.
VALLEY VIEW DR.
LAVALE TERR.
NATIONAL HWY.
BRADDOCK
FAYETTE
ALLENDALE
ARLINGTON AVE.
MUNTOPHAN DR.
RONALD LA.
SANTA FE ST.
PORTER
MILLER ST.
ILLINOIS
MARY ST.
HOLLY AVE.
AVONDALE AVE.
OAKLAWN AVE.
ROSELAWN AVE.
EAST ST.
CENTER ST.
WEST ST.
ATLANTIC
WOODLAWN
GRANT DR.
HAROLD ST.
40
4TH ST.
3RD ST.
2ND ST.
1ST. ST.
N. 1ST. ST.
HENRY ST.
GEORGE ST.
OAK ROBINWOOD RD.
GRAMLICH RD.
MARY AVE.
ST. MARY ST.
DA ST.
HILL ST.
Braddock
BRADDOCK
MAPLE

MEMORANDUM OF ACTION OF ADMINISTRATOR HAL KASSOFF
THURSDAY, AUGUST 24, 1989
* * *

Administrator Kassoff executed the following deed of Utility Easement, dated August 24, 1989, previously approved as to form and legal sufficiency by the Office of the Assistant Attorney General, by which the Administration conveys, subject to approval of the Board of Public Works of Maryland, unto the Grantee named, the Utility Easement as indicated and as more fully described in the deed:

Grantee	Conveyance	In Accordance With
Potomac Edison Co.	A utility easement consisting of 1.045 A. - Proj. A-519-312-670, US Rte. 48 from Dolly Rd. to Flintstone Creek & Proj. A-519-310-670, US Rte. 48 from Rocky Gap State Park Inter. to Dolly Rd. (Item 76730); former prop. of E. W. Green, Jr., G. P. Merat & B. J. Bowman.	Grantee required by SHA to relocate prior rights transmission line easement from properties acquired by SHA during widening of Rte. 48 (Natl. Freeway). D.E. issued permit for relocation of the lines on excess prop. outside highway R/W line with the stipulation that SHA would give Potomac Edison utility easement deed for the new location.

Copy: Mr. J. A. Agro, Jr.
Mr. B. B. Myers
Mr. C. Stickles
Mr. R. A. Conway
Mr. T. W. Beaulieu
Mr. J. F. Glover
Mr. J. F. Mahorney
Mr. J. T. Neukam
Secretary's File
Proj. A-519-310/312-670

US 48 now I S 68
I S 68 now I S 5

HDA-MD

DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION
WASHINGTON, D.C. 20590

OFFICE OF
THE ADMINISTRATOR

May 17, 1989

IN REPLY REFER TO:

Mr. Francis B. Francois
Executive Director
American Association of State Highway
and Transportation Officials
Washington, D.C. 20001

HPN-12

Dear Mr. Francois:

In response to your May 2 letter, the following are the Federal Highway Administration's (FHWA's) comments on Interstate route number changes in several States.

Alabama - Elimination of Interstate Route Number 210

Concur.

We note that the elimination of the I-210 route number was approved by the FHWA on April 19. The approval was in conjunction with a revision decreasing the length of I-210 that previously connected I-10 to I-65. The remaining route segment only connects with I-65. Therefore, the I-210 designation is no longer appropriate for the remaining spur route.

Alabama - Establishment of Interstate Route Number 165

Concur.

When the I-210 route number was approved for elimination on April 19, the FHWA also approved the assignment of I-165 to the remaining length. It is now a spur route that connects to I-65. The three-digit number is appropriate.

Indiana - Establishment of Interstate Route Number 469

Concur, subject to FHWA approval as a part of the Interstate System.

The proposed I-469 bypass route around Fort Wayne is not presently on the approved Interstate System. The State is in the process of preparing a submission for the FHWA's action. If it is approved by FHWA as an Interstate System addition, we would not object to the I-469 number.

Maryland - Elimination of Interstate Route Number 68 (segment between I-95, Washington, D.C., and MD 70, Annapolis)

Concur.

We note the FHWA previously concurred in the I-68 route number on June 18, 1982. The State now wishes to revise the number to I-595. The route functions as a spur route from I-95 east of Washington, D.C., to MD 70 north of Annapolis, Maryland. A three-digit spur route designation would be appropriate. Also, the States of Maryland and West Virginia plan to reassign the I-68 number to a segment of US 48 between I-70, Hancock, Maryland, and I-79, Morgantown, West Virginia.

Maryland - Establishment of Interstate Route Number 595 (segment between I-95, Washington, D.C., and MD 70, Annapolis)

Concur.

The establishment of I-595 is in conjunction with the elimination of the I-68 designation on this route segment discussed above.

Maryland - Establishment of Interstate Route Number 68 (segment between I-70, Hancock, and West Virginia State line)

Concur, subject to FHWA approval as part of the Interstate System.

The proposed I-68 route between I-70, Hancock, Maryland, and the West Virginia State line is not presently on the Interstate System.

The State is in the process of preparing a submission for FHWA's action. If it is approved by FHWA as an Interstate System addition, we would not object to the I-68 number. West Virginia is also preparing a similar submission for FHWA's action on the segment of proposed I-68 in West Virginia between I-79, Morgantown, and the Maryland State line. The segment in West Virginia is discussed below.

Massachusetts - Relocation of Interstate Route Number 95

Concur.

We note this request is to document the routing of I-95 through the complex interchange area in Peabody involving US 1 and SR 128. The interchange was previously approved by the FHWA and we agree with the State's routing.

West Virginia - Establishment of Interstate Route Number 68

Concur, subject to FHWA approval as part of the Interstate System.

The proposed I-68 route between I-79, Morgantown, and the Maryland State line is not presently on the Interstate System. The State is in the process of preparing a submission for FHWA action. As noted above, Maryland is also preparing a submission for the connecting segment of proposed I-68 in Maryland. If both segments are approved by the FHWA as Interstate System additions, we would not object to the I-68 number.

We appreciate the opportunity to express our comments and hope they will be helpful to the Route Numbering Committee in its deliberations. Please advise us of the actions taken by the Committee.

Sincerely yours,

R. D. Morgan
Executive Director

MEMORANDUM OF ACTION OF DIRECTOR NEIL J. PEDERSEN
OFFICE OF PLANNING AND PRELIMINARY ENGINEERING

November 2, 1988

Director Pedersen, Office of Planning and Preliminary Engineering, has approved the following State route number designations for road improvements constructed under SHA Contract A-571-501-671 for the relocation of MD 51:

MD 51B - Messick Road (Co. 486) from relocated MD 51 northerly to end of state maintenance, for a distance of ± 0.03 miles.

MD 51C - Access Road, from Messick Road to end of state maintenance, a distance of ± 0.27 miles.

MD 51D - Access Road, from relocated MD 51 at Messick Road to road end, a distance of ± 0.16 miles.

MD 51E - Uhl Highway (former MD 51), from relocated MD 51 north of the stone quary entrance southerly to relocated MD 51 at MD 51K (Pittsburg Plate Glass Road), a total distance of ± 2.47 miles.

MD 51F - Mexico Farms Road, from relocated MD 51 easterly to end of state maintenance, a total distance of ± 0.09 miles.

MD 51G - Mexico Farms Road, from MD 51H northerly, including cul-de-sac at road end, for a total distance of ± 0.16 miles.

MD 51H - Mexico Farms Road relocated, from relocated MD 51 westerly to the B+O railroad tracks, for a total distance of ± 0.17 miles.

MD 51J - North Branch Road relocated, from MD 51K northerly to end of state maintenance, a total distance of ± 0.09 miles.

MD 51K - Pittsburg Plate Glass Road, from relocated MD 51 at MD 51E westerly to the B+O railroad tracks, a total distance of ± 0.20 miles.

These route designations are being made for inventory purposes only and will not be field posted. A map indicating these road segments is attached.

ATL:eld

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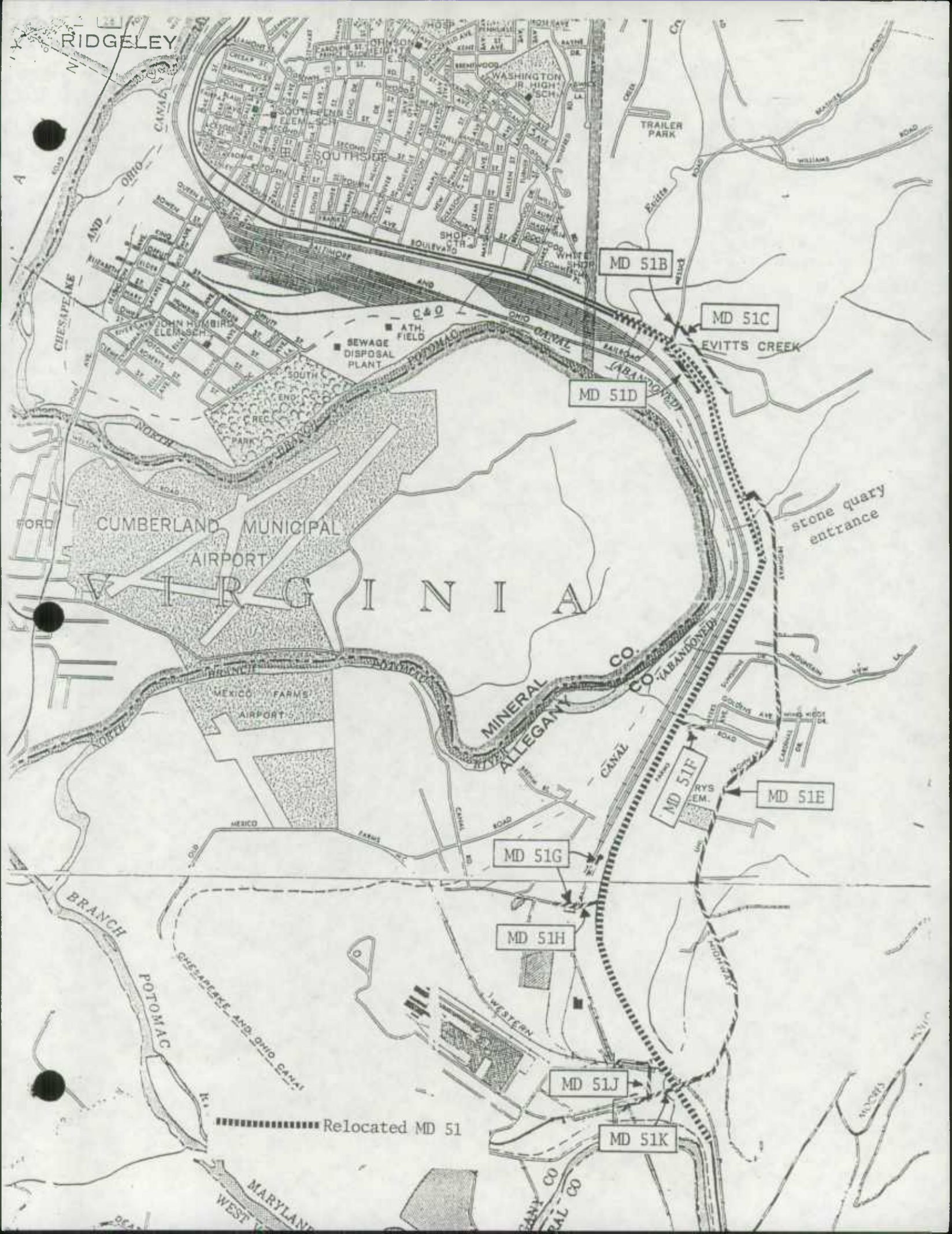
RIDGELEY
WASHINGTON JR. HIGH SCH.
SOUTH END ELEM. SCH.
SOUTHSIDE
TRAILER PARK
WHITE SHOP
JOHN HUMBIRD ELEM. SCH.
ATH. FIELD
SEWAGE DISPOSAL PLANT
SOUTH END REC. PARK
CUMBERLAND MUNICIPAL AIRPORT
VIRGINIA
MEXICO FARMS AIRPORT
MINERAL CO.
ALLEGANY CO.
ABANDONED
CANAL
POTOMAC
BRANCH
CHESAPEAKE AND OHIO CANAL
WESTERN
MARYLAND
WEST VIRGINIA
EVITTS CREEK
stone quary entrance
MD 51B
MD 51C
MD 51D
MD 51E
MD 51F
MD 51G
MD 51H
MD 51J
MD 51K
Relocated MD 51

Maryland Department of Transportation

State Highway Administration

Tabbed as "US 48"

U.S. 48 Should Be Primary Route.

William K. Hellmann
Secretary

Hal Kassoff
Administrator

October 9, 1986

MEMORANDUM

TO: Distribution List

FROM: John T. Neukam, Chief
Bureau of Highway Statistics

John T. Neukam

SUBJECT: Route Designation

Neil J. Pedersen, Director of the Office of Planning and Preliminary Engineering, has approved the following route number designation:

US 40 from MD 639 (Willowbrook Road) in Cumberland easterly to the US 40/I-70 interchange in Hancock has been designated as US 40/US 48 concurrent.

The Office of Planning and Preliminary Engineering has received AASHTO approval for this concurrent route designation.

For your convenience, a map is attached indicating the above noted route designation.

Should you have any questions or a need for additional information, please contact this office.

JTN:ATL:elh

Attachments

My telephone number is 659-1369

Teletypewriter for Impaired Hearing or Speech
383-7555 Baltimore Metro — 565-0451 D.C. Metro — 1-800-492-5062 Statewide Toll Free
P.O. Box 717 / 707 North Calvert St., Baltimore, Maryland 21203 - 0717

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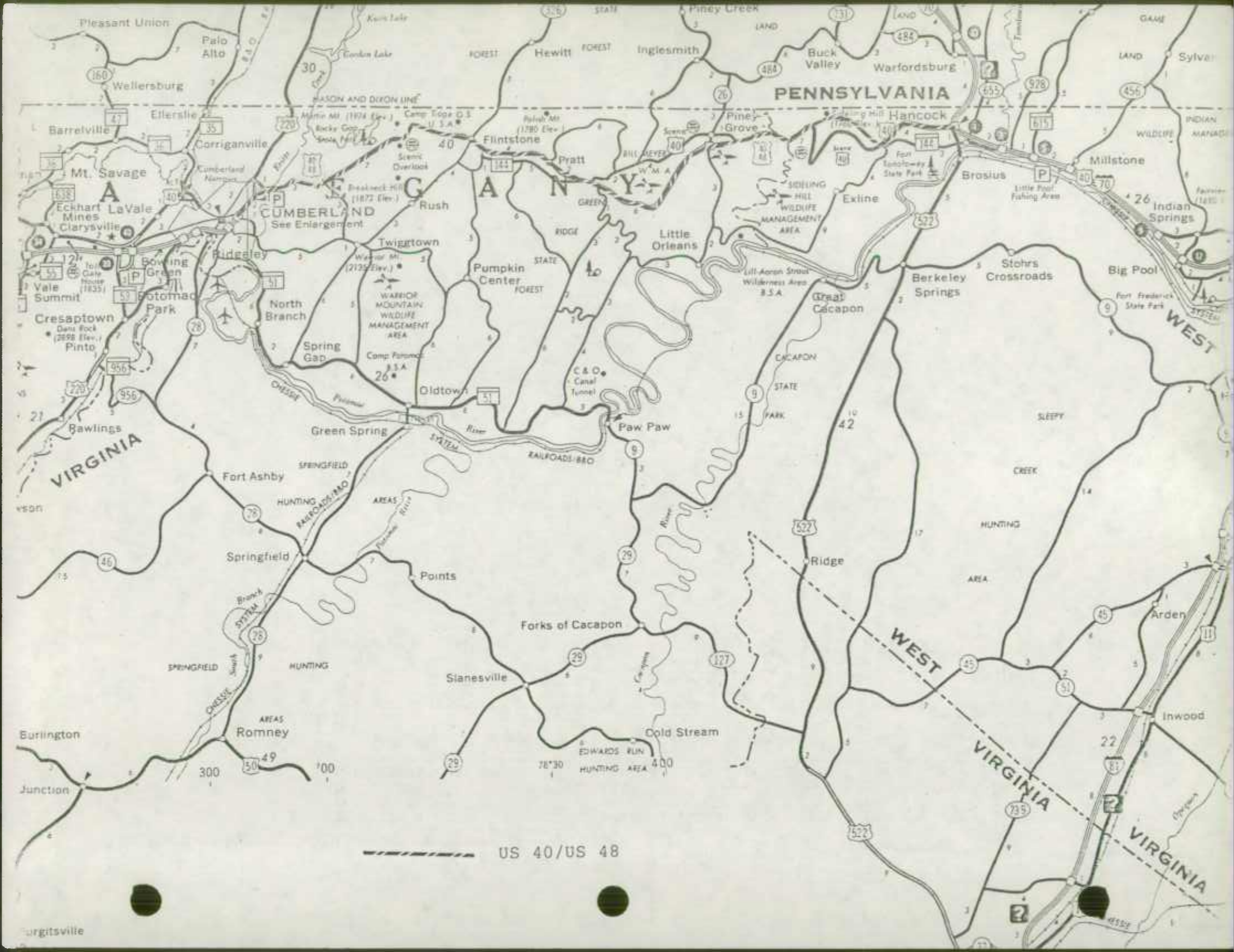

PENNSYLVANIA
VIRGINIA
WEST
VIRGINIA
WEST
VIRGINIA
MARYLAND
Pleasant Union
Palo Alto
Wellersburg
Ellerslie
Barrelville
Corriganville
Mt. Savage
Eckhart Mines
LaVale
Clarysville
CUMBERLAND
See Enlargement
Bowling Green
Ridgeley
Vale Summit
Potomac Park
Cresaptown
Pinto
North Branch
Spring Gap
Twiggtown
Rush
Flintstone
Pratt
Hewitt
Inglesmith
Piney Creek
Buck Valley
Warfordsburg
Piney Grove
Hancock
Exline
Brosius
Millstone
Indian Springs
Little Orleans
Pumpkin Center
Great Cacapon
Berkeley Springs
Stohrs Crossroads
Big Pool
Oldtown
Paw Paw
Green Spring
Fort Ashby
Springfield
Points
Forks of Cacapon
Slanesville
Cold Stream
Romney
Burlington
Junction
Ridge
Arden
Inwood
Bawlings
US 40/US 48

James [illegible]
Secretary

[illegible]
Administrator

October 14, 1981

MEMORANDUM

TO: Mr. T. W. Beaulieu
District Engineer - District #6

FROM: John T. Neukam, Chief
Bureau of Highway Statistics

Original signed by
JOHN T. NEUKAM

SUBJECT: Route Number Changes
U.S. 40, U.S. 48, U.S. 219H, U.S. 220 & Md. 395

The Highway Administration's request to redesignate U.S. 40 and U.S. [illegible] as shown on the attached maps has been approved by AASHTO. You are hereby requested to take the necessary actions to affect this change. The Bureau of Highway Statistics is currently in the process of [illegible] its records and maps. Notification to appropriate local governments has been given, with a copy to you.

The changes to be made are as follows:

- Existing U.S. 40 from the intersection of U.S. 40 and Md. 219H at Keysers Ridge (milepoint 3.42, Garrett County) to the Willow Brook Interchange with U.S. 48 in Cumberland (milepoint 13.56, Allegany County) will be redesignated Alternate U.S. Route 40. US 40 AL

- Existing U.S. 219H in its entirety from U.S. 40 at Keysers Ridge to U.S. 48 south of Keysers Ridge will be redesignated U.S. 40.

- Existing U.S. 48/219 from south of Keysers Ridge (milepoint 14.00, Garrett County) to U.S. 219 Interchange (milepoint 22.55, Garrett County) will be designated U.S. 40/48/219.

- Existing U.S. 48 from U.S. 219 (milepoint 22.55, Garrett County) to U.S. 220 at Greene Street (milepoint 10.54 Allegany County) will be designated U.S. 40/48. Tabbed as "US 48"

- Existing U.S. 48 from U.S. 220 (milepoint 10.54) to end U.S. 48 at Willow Brook Interchange (milepoint 13.10) will be designated U.S. 40/48/220. same

Existing U.S. 40 from end U.S. 48 at Willow Brook Interchange (milepoint 13.10) to Md. 395 @ Mason's Barn (milepoint 15.31) will be designated U.S. 40/220.

Existing Md. 395 in its entirety from U.S. 220 north of Cumberland (milepoint 0.00) to U.S. 40 near Emitts Creek (milepoint 0.70) will be redesignated U.S. 220.

Existing U.S. 220 from U.S. 48 @ Greene Street (milepoint [illegible]) to Md. 395 north of Cumberland (milepoint 22.95) will be deleted from the U.S. Number System. Bedford St. Md 0270 Frederick St. Md 1412

[illegible], Existing U.S. 220 from North Limits of Cumberland (milepoint [illegible]) to old Md. 395 (milepoint 22.95) will be redesignated Md. 807 [illegible] is a non-posted route.

[The existing segments of U.S. 220 mentioned above are Municipal (milepoint [illegible] to 22.65).] [A very small segment of Md. 144AN (0.00 - 0.25) and U.S. 40AE (0.00 - 0.04), will also be revised.] These segments [illegible] effect, comprise part of the U.S. 40/U.S. 220 Interchange [illegible] References apply to the existing designations, new mileages will be adjusted when our record changes are complete.

In accordance with the adopted Route Numbering Procedures [illegible] 10/2[illegible] this matter warrants a public notice. We suggest that [illegible] be arranged by the District Office at an appropriate time [illegible] actual sign changes. The Bureau of Highway Statistics will [illegible] the preparation of any maps required for that purpose.

[illegible]

[illegible]

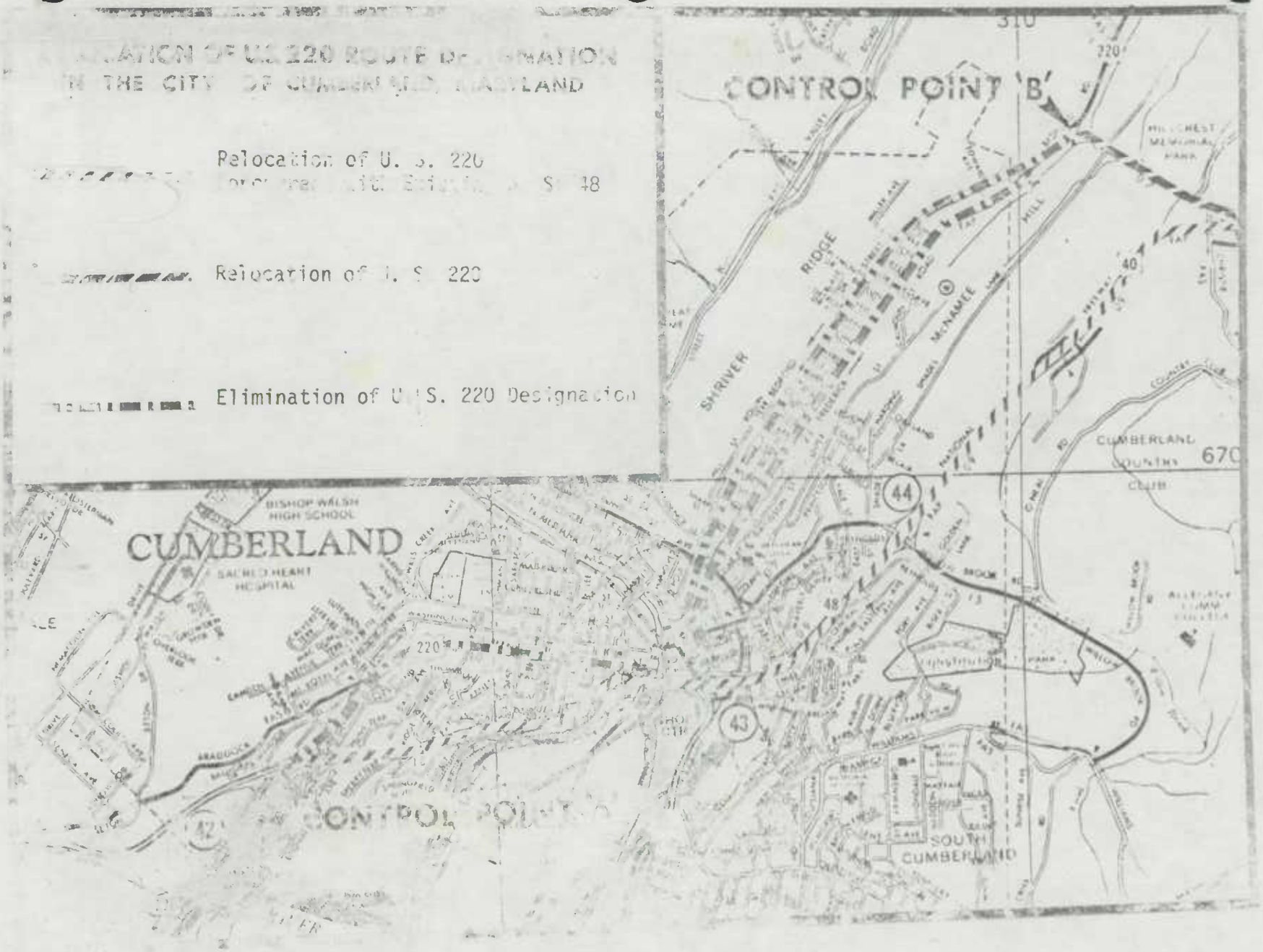
Mr. [illegible] E. Pyers	Mr. W. F. Schneider, Jr
Mr. [illegible] Gottemoeller	Mr. P. S. Jaworski
Mr. [illegible] K. Lee, III	Mr. E. T. Paulis, Jr.
Mr. [illegible] Kassoff	Mr. E. M. Loskot
Mr. J. A. Agro, Jr.	Mr. P. E. Cody, III
Mr. C. W. Reese	Mr. C. Lee
Mr. [illegible] H. Rogers	Mr. M. Stein
Mr. [illegible] H. Dionne	Mr. J. F. Deavers
Mr. C. E. Daile[illegible]	Mr. C. P. Hyatt
Mr. [illegible] L. Gardner	Mr. B. Sedgwick
Mr. [illegible] Hughes	Mr. R. L. Daff
Mr. F. [illegible] Freedman	Mr. J. F. Powell
Mr. T. H. [illegible]ks	Ms. R. Byron
[illegible] N. Day	Mr. D. A. Wiles
Mr. [illegible] T. Carter	Mr. R. C. Davison
[illegible] A. H. Tahir	Mr. R. Ward (Maryland Tax Maps)
Mr. [illegible] I. Slacum	Mr. A. F. Yurek
[illegible] C. I. Anderson	Sgt. J. Harvey (Md. State Police)
[illegible] White	

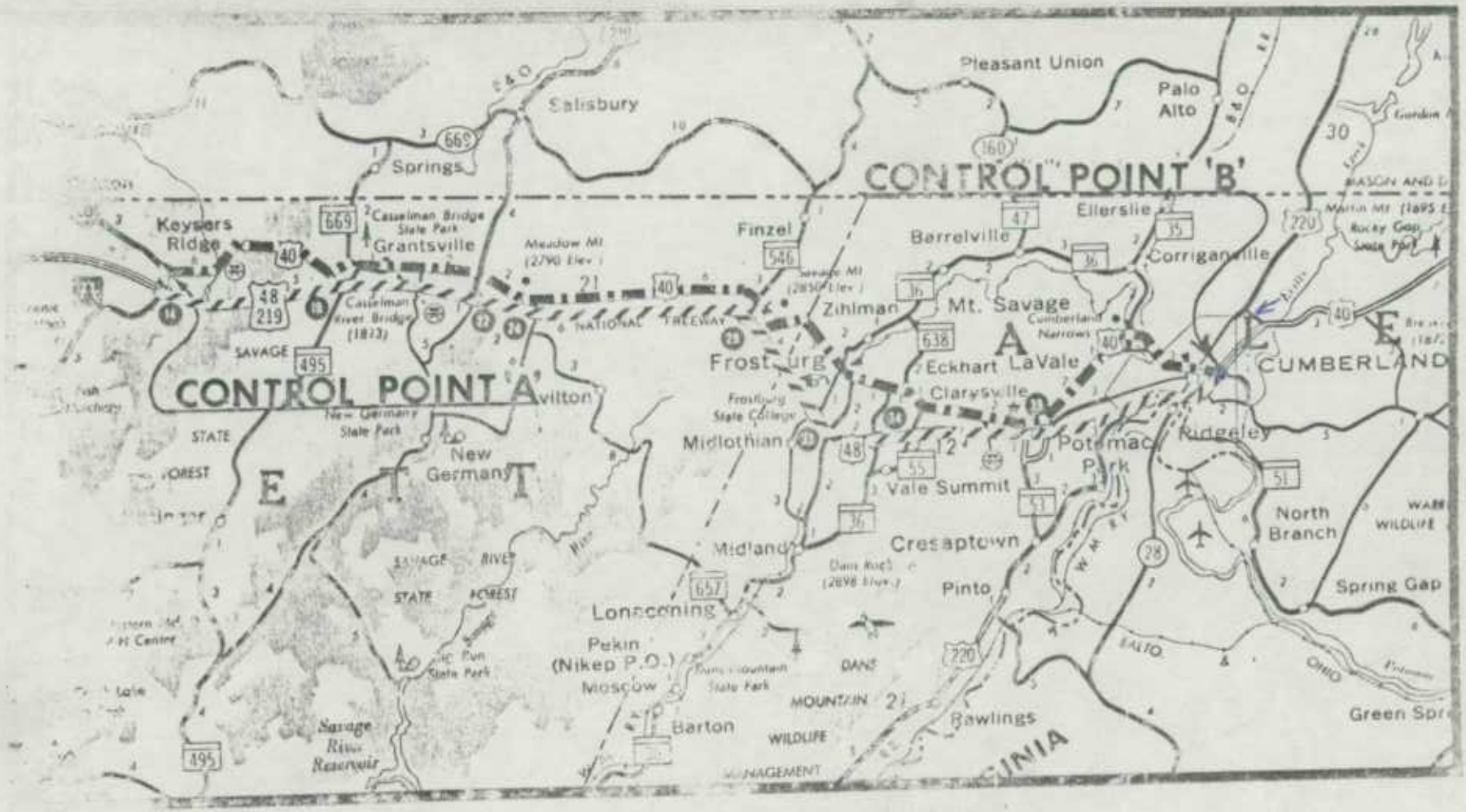
RELOCATION OF U.S. 220 ROUTE DESIGNATION IN THE CITY OF CUMBERLAND, MARYLAND

Relocation of U. S. 220 Concurrent with Existing U. S. 48

Relocation of U. S. 220

Elimination of U. S. 220 Designation





Proposed ALTERNAT 40 (Existing U. S. 40)

Relocation of U isting U. S. 48)

Relocation of the eysers Ridge
ing Cumberland Maryland erate U. S. 40

Maryland Department of Transportation
State Highway Administration

James J. O'Donnell
Secretary
M. S. Caltrider
Administrator

May 25, 1981

MEMORANDUM

TO: Mr. Theodore W. Beaulieu
District Engineer - District 6

FROM: John T. Neukam, Chief
Bureau of Highway Statistics

SUBJECT: Route Designations - Allegany County
Relocated Maryland Route 36

In accordance with your request and with the concurrence of the Director, Office of Planning and Preliminary Engineering, and the Bureau of Highway Planning and Program Development, we are making the following route number changes:

1. Md. 36A (from Md. 135, in Westernport) northerly 0.17 mile to Relocated Md. 36 will be designated Md. 36.

2. Relocated Md. 36 from Md. 36A, (0.17 mile north of Md. 135) northerly to Barton will be designated Md. 36.

3. Old Md. 36 (from the West Virginia Line) northerly 1.63 miles to Relocated Md. 36 will be designated Md. 937.

4. The section of Old Md. 36 to the east of Relocated Md. 36, 0.43 mile long (from dead end) (to dead end) and (connected to Relocated Md. 36 by a spur at M.P. 2.65) will be designated Md. 938.

5. The section of Old Md. 36 (from Relocated Md. 36 at M.P. 4.06) and extending south 0.14 mile to Reynolds Road (Co. 9) will be designated Md. 939.

For your convenience, we have attached a map segment indicating the new route designations.

By copy of this memorandum, we are requesting that the District Office attempt to negotiate a road transfer agreement with Allegany County for the Old sections of Md. 36.

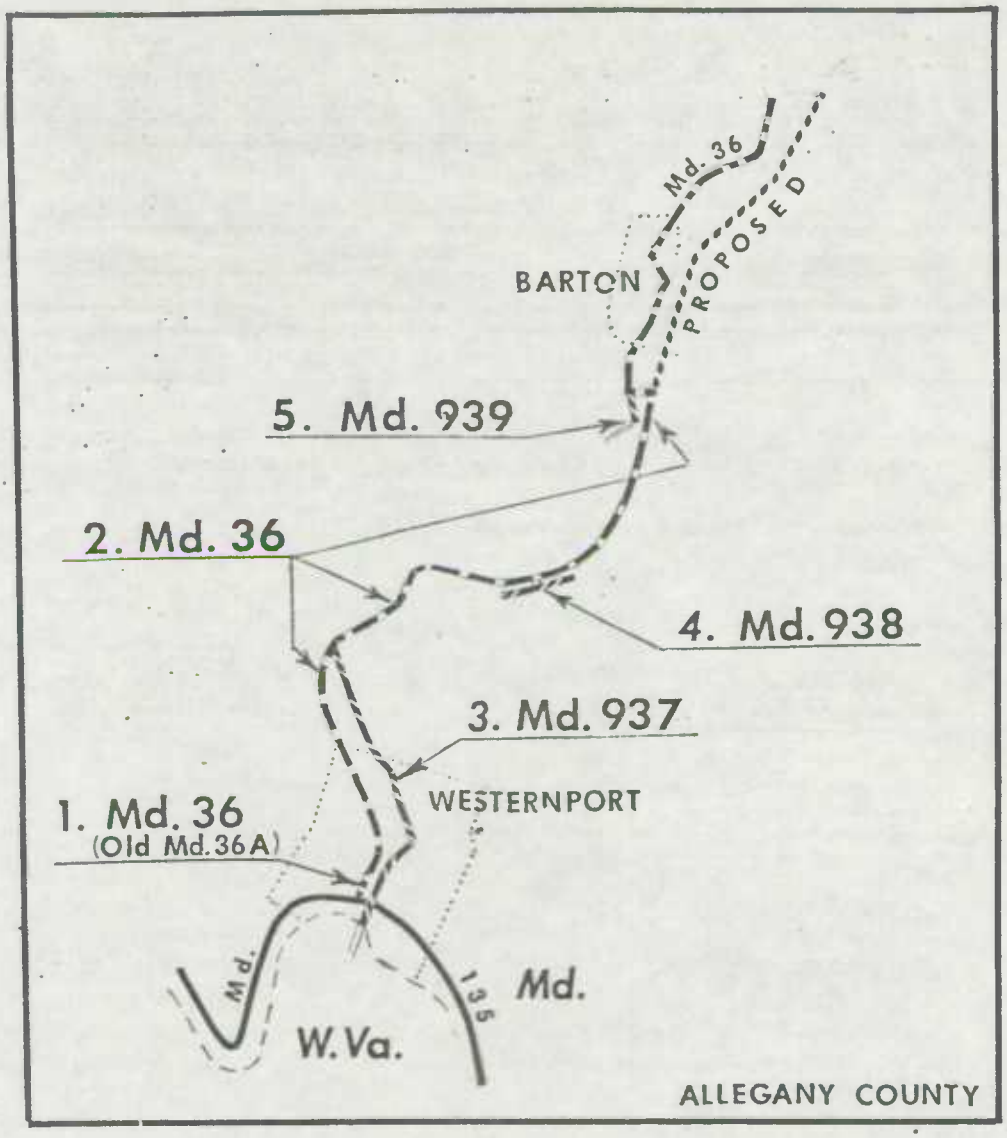
My telephone number is Public - 659-1369
Marcom - 223-1369

Should you have any questions, please do not hesitate to contact this office.

JTN:WRS:d
Attachment

cc: Mr. M. S. Caltrider
Mr. F. Gottemoeller
Mr. W. K. Lee, III
Mr. H. Kassoff
Mr. A. L. Gardner
Mr. W. F. Lins, Jr.
Mr. T. L. Cloonan
Mr. E. L. Davis
Mr. R. C. Davison
Mr. J. N. Day
Mr. E. S. Freedman
Mr. R. J. Houst
Mr. P. S. Jaworski
Mr. W. W. Knipple
Mr. C. Lee
Mr. C. W. Reese
Ms. E. K. Roche
Mr. W. F. Schneider, Jr.
Mr. W. G. Schreiber
Mr. B. Sedgwick
Mr. B. L. Stewart
Mr. G. H. Small
Mr. D. W. Taylor
2nd Lieut. C. Troutman - Maryland State Police
Mr. R. Ward - Tax Maps
Mr. J. L. White
Mr. A. F. Yurek

MD. 36 ROUTE DESIGNATIONS



File

Maryland Department of Transportation

State Highway Administration

Hermann K. Intemann
Secretary

M. S. Caltrider
Administrator

September 26, 1978 MD 9
renumbered MD 956

MEMORANDUM

TO: Messrs. M. S. Caltrider
F. Gottemoeller
H. G. Downs
A. L. Gardner
A. W. Tate
T. L. Cloonan

FROM: Mr. Hal Kassoff, Director
Office of Planning and
Preliminary Engineering

SUBJECT: Route Number Designations

Reference is made to my memorandum of August 4, 1978, regarding the route number changes in connection with the elimination of the U.S. Route 140 designation.

After much thought, and recognizing the advanced status of this activity, it was decided to reconsider the proposal. Our specific concern was the possible confusion on the part of the public over a proposal that, in affect, traded route numbers on two adjacent facilities (part of Md. 97 becoming Md. 140, part of U.S. 140 becoming Md. 97). Upon review with Messrs. Caltrider and Gottemoeller, it was agreed that the proposal could be improved as follows:

The original proposal pertaining to the section of existing U.S. Route 140 between Westminster and the Pennsylvania State Line will remain as Md. 97 as stated in my August 4th memorandum, thereby, making Md. 97 and Pennsylvania 97 a continuous route between Gettysburg Pennsylvania and Washington D.C. However, the Md. 140 designation will only be carried on existing U.S. 140 between U.S. 1 in Baltimore City and Md. 30 at Reisterstown. Existing U.S. 140 between Md. 30 and its junction with existing Md. 97 north of Westminster will be designated as Md. 9. The section of road currently designated as Md. 97 between Westminster and the Pennsylvania State Line north of Emmitsburg will be redesignated as Md. 9. When the Northwest Expressway is constructed, the Md. 9 designation can begin at I-695.

The Md. 9 designation on the State road in Allegany County which extends from the West Virginia State Line to U.S. 220 south of the town of Pinto, Maryland, will be removed and Md. 956 will be assigned to that section of road. This proposal supercedes all previous proposals and will be effective as of January 1, 1979. A public notice to this affect will be published in local newspapers.

My telephone number is 383-4267

Allegany County
Md 135 In town of Luke
To be trans. to State Maint.
Upon Compl. of Resurf. by Town

MEMORANDUM OF ACTION OF ACTING STATE HIGHWAY ADMINISTRATOR JAMES J. O'DONNELL
FRIDAY, MARCH 16, 1973
* * *

Acting Administrator O'Donnell executed duplicate copies of agreement dated February 28, 1973, between the Town of Luke, Maryland, and the State Highway Administration, relative to transfer by the Town to the State for maintenance purposes as part of the State Highway System, the following described section of Town Streets:

Pratt Street - From end of State Maintenance near Lee Street to the Garrett County Line

Said agreement had previously been executed by the Town of Luke, approved as to form and legal sufficiency by Administrative Special Attorney Sfekas and approved by Chief Engineer Woodword.

See Letter - 5/14/73
agreement - 2/28/73
Office Memo - 7/20/71

Copy: Mr. W. E. Woodford, Jr.
Mr. H. G. Downs
Mr. L. E. McCarl
Mr. R. C. Pazourek
Mr. W. L. Shook
Mr. J. D. Bushby
Mr. R. H. Trainor
Mr. E. J. Dougherty
Mr. T. Hicks
Mr. H. H. Bowers
Mr. T. L. Cloonan
Mr. Charles Lee
Mr. P. S. Jaworski
Miss J. D. Sinners
Town of Luke
Secretary's File
SHA-Allegany County File

May 14, 1973

RE: Transfer of Maryland 135
For Maintenance
From the Town of Luke to the SHA

Honorable Floyd L. Davis
The Town of Luke
Luke, Maryland 21562

Dear Mayor Davis:

An agreement, dated February 28, 1973, between the Town of Luke and the State Highway Administration, provided for the transfer by the Town to the State for maintenance purposes as part of the State Highway System, that section of Maryland 135 from Lee Street to the Garrett County line for a distance of 0.95 mile upon completion of the resurfacing of the road with Bituminous Concrete.

This letter is to advise that an inspection has been made of the Bituminous Concrete resurfacing of Maryland 135, from Lee Street to the Garrett County line, and in accordance with the terms of the agreement previously noted, the State Highway Administration accepts the responsibility for maintenance.

We appreciate your cooperation in carrying out the terms of the agreement and, if we can be of further assistance, please do not hesitate to contact this office.

Very truly yours,

ORIGINAL SIGNED BY
JOHN D. BUSHBY

John D. Bushby
District Engineer

JDB:mef
CC:-Mr. Hugh G. Downs
Mr. Thomas L. Cloonan
Mr. Joseph J. Dorsey

May 14, 1973

RE: Transfer of Maryland 135
For Maintenance
From the Town of Lake to the SHA

Honorable Floyd L. Davis
The Town of Lake
Lake, Maryland 21621

Dear Mayor Davis:

An agreement, dated February 20, 1973, between the Town of Lake and the State Highway Administration, provided for the transfer by the Town to the State for maintenance purposes as part of the State Highway System, that section of Maryland 135 from Lee Street to the Garrett County line for a distance of 0.93 mile upon completion of the resurfacing of the road with Bituminous Concrete.

This letter is to advise that an inspection has been made of the Bituminous Concrete resurfacing of Maryland 135, from Lee Street to the Garrett County line, and in accordance with the terms of the agreement previously noted, the State Highway Administration accepts the responsibility for maintenance.

We appreciate your cooperation in carrying out the terms of the agreement and, if we can be of further assistance, please do not hesitate to contact this office.

Very truly yours,

John B. Brandy
District Engineer

JBB:mcf
cc-Mr. Hugh W. Downs
Mr. Thomas L. Clemens
Mr. Joseph J. Mooney

THIS AGREEMENT made this 28th day of February, 1973, by and between the Town of Luke, Maryland, hereinafter referred to as "Town," party of the first part, and the State Highway Administration of the Department of Transportation of Maryland, hereinafter referred to as "Highway Administration," party of the second part, Witnesseth

WHEREAS, under authority contained in Section 79 of Article 89B of the Annotated Code of Maryland, the Governing Bodies of the several Counties and/or Towns of Maryland are empowered to transfer County roads and/or Town streets, or portions thereof, to the State Highway Administration of the Department of Transportation of Maryland, for maintenance purposes, and

WHEREAS, the "Town," party of the first part, has agreed to transfer the following described section of road to the "Highway Administration," party of the second part, and the "Highway Administration" has agreed to accept same for maintenance purposes, as part of the State Highway System,

NOW, THEREFORE, THIS AGREEMENT WITNESSETH, That for and in consideration of the sum of $1.00 and other good and valuable considerations, the receipt whereof is hereby acknowledged, the "Town," party of the first part, does hereby transfer to the "Highway Administration" and the "Highway Administration," party of the second part, does hereby accept from the "Town," the following described section of highway for maintenance purposes, as part of the State Highway System:

> Pratt Street - From End of State Maintenance near Lee Street to the Garrett County line for a distance of 0.95 mile.

IT IS UNDERSTOOD AND AGREED between the parties hereto that the change in the status of the aforegoing section of highway is authorized under the following conditions:

1. The aforegoing mileage will be excluded from the inventory as of December 1, of the year following completion of the resurfacing by the Town of the road using two inches of bituminous concrete in accordance with "Highway Administration" specifications.

2. The basis for the allocation of funds will exclude the 0.95± miles in the allocation to the "Town" beginning July 1, of the year following the year and date set forth in Item 1, hereof.

3. The "Town" will enact an ordinance prohibiting parking on Md. 135 from Lee Street to the Garrett County line during periods of snow emergency and the "Highway Administration" will erect the signs on this snow emergency route.

4. The right-of-way beginning at Grant Street and extending west to the Garrett County line shall be the same as that section of land deeded from the West Virginia Pulp and Paper Company to the Road Directors of Allegany County on the 13th day of February 1917, filed and recorded in the Allegany County Court House on March 7, 1917, in Liber 121, Folio 157.

5. The "Town" or others, will be responsible for maintaining storm and water drainage into or away from those pipe culverts or inlets within the area maintained by the "Highway Administration" and the "Highway Administration" will maintain the pavement and storm water drainage in the section from Lee Street to Grant Street from curb-to-curb, curb-to-wall, or wall-to-wall. In addition, the "Highway Administration" will be responsible for the plowing of snow and the application of chemicals or abrasives as required.

6. Any sanitary sewers which may have been connected into the present storm water system are to be relocated by the "Town" or others.

7. All curbs, sidewalks and/or walls immediately adjacent to the pavement which is to be maintained by the "Highway Administration" will, in accordance with a town ordinance, be maintained by the "Town," or others.

8. The "Highway Administration" forces will establish the centerline of roadway, as called for in the documents listed in Item 4 above and locate the limits of right-of-way in the field.

9. The effective date for the transfer of this section of road is upon completion of the indicated improvement by the "Town" as set forth in Item 1, hereof.

10. The transfer of said road is made on an As-Is-Basis which pertains to the existing rights-of-way and to the existing conditions of the road involved including all appurtenances and bridge structures, however this includes Item 9, above.

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

TOWN OF LUKE
Allegany County, Maryland

By: Floyd L. Davis
Mayor

WITNESS:

Sherry L. McArtigue
Clerk-Treasurer
Town of Luke

Louis A. Fitch
Town Attorney

STATE HIGHWAY ADMINISTRATION OF THE DEPARTMENT OF TRANSPORTATION

By: James J. O'Donnell
James J. O'Donnell
Acting State Highway Administrator

WITNESS:

Approved as to Form and legal sufficiency
this 5th day of June 1973.

APPROVED:

Administrative Special Attorney

Chief Engineer

Co 30 of new number

0.28 mi. of T.
Constr By State
Item #12 - County will Maintain Access Rd.

MEMO

MEMORANDUM OF ACTION OF STATE HIGHWAY ADMINISTRATOR DAVID H. FISHER
MONDAY, JULY 3, 1972
* * *

Administrator Fisher executed triplicate copies of agreement dated June 13, 1972, between the State Highway Administration and Allegany County, wherein the County proposes the improvement by construction of a highway known as Upper Potomac Industrial Park Access Road, in order to utilize Federal Aid Appalachia funds made available by the Administration, with the County financing all costs in excess of Federal reimbursement. In connection therewith the Administration proposes the construction of the intersection between the Access Road and U.S. 220, and the reconstruction of a portion of U.S. 220 (Federal Aid Project #APL-5000(108)) at no expense to the County. The agreement sets forth more fully the responsibilities of each party in connection with the construction.

Said agreement had been executed previously on behalf of the County, approved by Chief Engineer Woodford and approved as to form and legal sufficiency by Special Attorney Sfekas.

Copy: Mr. W. E. Woodford, Jr.
Mr. H. G. Downs
Mr. L. E. McCarl
Office of Planning & Safety
Mr. W. L. Shook
Mr. F. R. Galloway
Mr. R. H. Trainor
Mr. T. Hicks
Mr. E. J. Dougherty
Mr. R. C. Pazourek
Mr. H. H. Bowers
Mr. G. W. Cassell
Mr. E. K. Lloyd
Office of Constr. Inspection
Mr. J. D. Bushby
Mr. H. Berger
Secretary's File
Allegany County Commissioners
SHA-Allegany County File
Contract A-542-615; FAP#APL-5000(108)

THIS AGREEMENT, Made this 13th day of June, nineteen hundred and seventy-two, by and between the State of Maryland, Department of Transportation, State Highway Administration, party of the first part, hereinafter called the "Administration", and Allegany County, hereinafter referred to as the "County",

Witnesseth:

WHEREAS, the County proposes the improvement by construction of a highway in Allegany County known as Upper Potomac Industrial Park Access Road, and the Administration proposes the construction of the intersection between the Access Road and U.S. Route 220 and the reconstruction of a portion of U.S. Route 220, more particularly described as follows:

Federal Aid Project Number - APL 5000 (108) - Upper Potomac Industrial Park Access Road

WHEREAS, the Administration has accepted the proposal of the County to cooperate and to share in the cost of design and construction, and

WHEREAS, the County proposes to utilize Appalachia Section 201 Grant funds for the construction of said Access Road, and

WHEREAS, the County has requested the Administration to act on its behalf wherever necessary, in order to comply with the requirements to utilize Federal Aid funds for the construction of this Access Road, and

WHEREAS, Title 23 of the U.S. Code recognizes the State Highway Administration as the authority to which allocations of Federal-aid funds are to be made and under whose direction, subject to the Federal Highway Administration approval, expenditures are to be accomplished, and

WHEREAS, the Federal Highway Administration's Policy and Procedure Memorandum 21-6.3 dated June 28, 1969, sets forth procedures whereby the services and facilities of the local government may be utilized and requires that there be an executed agreement between the Administration and the local agency setting forth conditions under which the project would be designed and constructed, and

WHEREAS, the County agrees to participate in the financing of the Access Road to the extent of all costs in excess of Federal reimbursement, and

WHEREAS, the Administration, at no expense to the County, agrees to finance all costs of the U. S. Route 220 modification coincident to the Access Road construction,

WHEREAS, the Administration finds that the design can be advantageously performed under the direction of the County, and

WHEREAS, the County desires and is willing to cooperate with the Administration in carrying out the objectives of the Federal Aid Act, all in accordance with the regulations, policies and procedures of the Federal Highway Administration,

NOW, THEREFORE, THIS AGREEMENT WITNESSETH: That for and in consideration of the payment of One Dollar ($1.00) by each party to the other, receipt of which is hereby acknowledged, and further consideration of the respective benefits to and of the parties, the Administration and the County agree as follows:

1. The Administration agrees that the County shall make preliminary and final designs, prepare specifications, estimates, and contracts

with their own forces or by utilizing the services of a consulting engineer, at their own expense, on the Access Road. All work performed by the County and all contracts entered into by the County shall be subject to prior approval of the Administration and the Federal Highway Administration, in conformance with the Federal Highway Administration Policy and Procedure, and reimbursement to the County shall be on the basis agreed upon at the time the work is authorized.

2. The County shall provide all necessary rights of way for the construction and maintenance of the project at no expense to the Administration, and said rights of way shall be of the width and otherwise conform to the requirements of any law applicable thereto, and the requirements of the Federal Highway Administration.

3. Construction of the project shall be subject at all times to inspection by representatives of the Administration and the Federal Highway Administration so as to insure full compliance with law, rules, and regulations relating to projects upon which Federal funds are being expended. The Administration, at the cost to the County, shall be responsible for construction supervision on the access road which shall be accomplished by the assignment of inspection personnel in the same number and of the same qualifications as would be appropriate on comparable Administration contracts.

4. All construction work shall be performed in accordance with the standard specifications of the Administration or as specifically authorized by project approval.

5. Approved State standard plans shall be used to the maximum extent practicable.

6. Subject to concurrence by the County and prior authorization of the Federal Highway Administration, the Administration, on behalf of the County, shall advertise for bids and award the contract.

7. Since the agreement covering Federal reimbursement will be between the Administration and the Federal Highway Administration to secure Federal participation, it is understood and agreed that all work and all expenditures shall be in accord with the approved plans, specifications and estimates, except as modified by changes having prior approval of the Administration and the Federal Highway Administration.

8. All contracts for work on the project will be between the Administration, on behalf of the County, and the successful bidder; however, the Administration assumes no legal liability in connection therewith. The County agrees to save the Administration harmless from all law or equity suits for or on account of all contracts and construction, or from any liability whatever, either directly or indirectly arising from or out of said contracts or construction.

9. Prior to the award of the contract to the successful bidder, the County will deposit with the Administration the estimated amount of monies necessary to cover all access road costs not covered by Federal Funds.

10. All materials incorporated in the project shall be tested and incorporated in the work only when accepted as meeting the pertinent specifications. The testing laboratory of the Administration will be used to the extent practicable for this purpose.

11. The Administration agrees to reimburse the County for any and all expenditures or costs incurred on the U. S. Route 220 modifications coincident

to the Access Road.

12. The County shall keep open to traffic and maintain the Access Road in a satisfactory manner and make ample provision each year for such maintenance, and further agrees to regulate and control vehicular traffic and parking in conformity with Administration requirements.

13. The County further agrees that all signs, signals, and markings shall conform to the Manual of Uniform Control Devices approved by the Federal Highway Administration, and that future changes in traffic control measures will be subject to prior approval of the Federal Highway Administration.

14. That where unsatisfactory maintenance on the Access Road is called to the attention of the County, immediate corrective action shall be taken.

15. The rights of way provided for said Access Road shall be held inviolate for public highway purposes, and no signs, posters, billboards, roadside stands, or other private installations shall be permitted within the right of way limits, and traffic control lights shall not be installed on the project without prior approval of the Administration.

16. The Administration shall be reimbursed for any and all expenditures or costs incurred on the Access Road, including but not limited to managerial expenses which it incurs in the performance of this contract. Final determination of costs will be made after all claims are satisfied and adjustments will be made accordingly. If for any reason the County fails to pay any portion of said project costs, the Administration is hereby authorized to deduct such costs from the County's share of the gasoline tax due it.

17. This agreement shall inure to and be binding upon the parties hereto, their agents, successors, and assigns.

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

STATE HIGHWAY ADMINISTRATION OF MARYLAND

BY: _____
State Highway Administrator

_____

Approved as to form and legal sufficiency
this _____ day of _____, 1972.

_____
Special Attorney

APPROVED:

_____
Chief Engineer

BOARD OF COUNTY COMMISSIONERS
FOR ALLEGANY COUNTY, MARYLAND

Paxton Smith

Samuel H. Stevens

George S. Baker

ATTEST:

Mildred S. Edwards
Clerk to
County Commissioners

Approved as to form and legal sufficiency this 13 day of June, 1972.

Lee H. Henderson
Counsel to County Commissioners
of Allegany County

STATE ROADS COMMISSION
OF MARYLAND

TO: Staff: Bureau of Highway Statistics DATE: July 20, 1971

FROM: Mr. Geo. W. Cassell, Chief
Bureau of Highway Statistics

SUBJECT: Pratt Street (Luke)

This memo is intended to document the results of an investigation to determine the maintenance authority of Pratt Street from the Luke corporate limits to Lee Street. Our bureau's records credited this road to the town of Luke, and indicated the town had maintenance responsibility.

When asked to support our records we determined two facts. (1) - The West Virginia Pulp and Paper Mill deeded the road bed to Allegany County in March 1917. (2) - When the town incorporated in 1922 they accepted all county maintained roads within the corporate limits as their own.

We were unable to document anything more current to supersede these facts.

mt

MD 135
See Letter-5/14/73; Agreement-2/28/73
Transfer from City(?) To State

MEMORANDUM OF ACTION OF STATE ROADS COMMISSION OF MARYLAND
BY CHAIRMAN AND DIRECTOR DAVID H. FISHER
TUESDAY, MAY 25, 1971
* * *

Chairman-Director Fisher executed duplicate copies of agreement dated as of November 1, 1970, between The Baltimore and Ohio/Chesapeake and Ohio Railroad Company and the State Roads Commission, wherein the Railroad grants the Commission, at its sole cost and expense, the right to construct and maintain across and under its track and right of way, one 48-inch storm drain and appurtenances, at Station 123+88, Cumberland, Md., in connection with supplemental drainage facilities from National Freeway immediately West of the Cumberland City Line to the Potomac River, in Allegany County, Contract A-540-1-675, subject to the conditions more fully set forth therein.

Said agreement was recommended for approval by Chief Engineer Woodford and approved as to form and legal sufficiency by Administrative Special Attorney Rogers. Both copies of the agreement were returned to Mr. W. F. Lins, Jr. for further handling and execution by the Railroad, with the understanding that one fully executed copy will be returned to the Secretary's Office for distribution and file

Copy: Mr. W. E. Woodford, Jr.
Mr. L. E. McCarl
Mr. H. G. Downs
Office of Planning & Safety
Mr. P. R. Miller
Mr. W. L. Shook
Mr. W. F. Lins
Mr. J. D. Bushby
Mr. M. M. Brodsky
Mr. W. B. Duckett
Mr. L. A. Yost, Jr.
Mr. G. N. Lewis, Jr.
Mr. T. Hicks
Mr. G. W. Cassell
Mr. R. E. Jones
Mr. E. K. Lloyd
Mr. H. B. Felter
Secretary's File
SRC-Allegany County File
Contract A-540-1-675

A-539-671

A-539-671

Bedford-Frederick Streets Grade Sep.

Memo

US 220
CUMBERLAND
McMullen Bridge

December 18, 1970

Mayor Thomas F. Conlon
City Hall
Cumberland, Md. 21502

Dear Mayor Conlon:

Enclosed herewith for your information and files is a photocopy of agreement dated December 16, 1970, between City of Cumberland and State Roads Commission, relative to changing construction of the Frederick Street Underpass to an overpass, as more fully described in the agreement. Also enclosed is a copy of memorandum of action of State Roads Commission dated December 16, 1970, pertaining to the above agreement.

Very truly yours,

A. W. Smith
Secretary

AWS:lmb
Enclosure
CC: Mr. W. E. Woodford, Jr.
Secretary's File

For further Info
see # 57084
Secretary's File
dated '75

D. Hampsh contacted 3-20-80
for deed of conveyance.

Secretary's File
No. 48607

EXCERPT FROM MINUTES OF MEETING OF THE STATE ROADS COMMISSION
WEDNESDAY, DECEMBER 16, 1970

* * *

US 220 - Cumberland
Mc Mullen Bridge

On motion of Mr. Bucher, seconded by Mr. Wilson, the Commission approved and Chairman-Director Fisher executed duplicate copies of agreement dated December 16, 1970, between the State Roads Commission and the Mayor and City Council of Cumberland, amending a previous agreement between the two parties dated April 15, 1968. The current agreement cancels that portion of the previous agreement pertaining to construction of "Frederick Street Underpass", and provides for the construction of an overpass instead, in accordance with the terms and conditions more fully outlined therein.

Said agreement had been previously executed on behalf of the City of Cumberland and approved as to form and legal sufficiency by Special Assistant Attorney General Buscher.

See Letter 12/18/70

Copy: Mr. D. H. Fisher ph
Mr. W. E. Woodford, Jr. "
Mr. J. D. Buscher "
Mr. M. M. Brodsky "
Mr. L. A. Yost, Jr. "
Mr. L. E. McCarl "
Mr. J. D. Bushby "
Mr. C. W. Reese —
Mr. B. Sedgwick —
Office of Planning and Safety ph
Mayor of Cumberland "
Secretary's File #48607 ✓
SRC-Allegany County file —

Secretary's File
No. 48607

July 1, 1971

THIS SUPPLEMENTAL AGREEMENT MADE AND EXECUTED this 16th day of December, 1970, by and between the STATE ROADS COMMISSION OF MARYLAND, hereinafter called the "Commission," party of the first part, and the MAYOR AND CITY COUNCIL OF CUMBERLAND, a municipal corporation of the State of Maryland, hereinafter called the "City," party of the second part.

W I T N E S S E T H:

WHEREAS, by Agreement dated April 15, 1968, the parties hereto agreed, upon the terms and conditions set forth therein, to eliminate certain railroad grade crossings in the city of Cumberland, Maryland, located at Harrison Street, Union Street, Frederick Street and Bedford Street, all of which are public thoroughfares in the city of Cumberland, by constructing an underpass under the tracks of the Baltimore and Ohio Railroad at the intersection of Henderson Avenue and Bedford Street and of Henderson Avenue and Frederick Street, designated as the "Frederick Street Underpass"; and,

WHEREAS, the parties hereto have now reconsidered and reappraised the feasibility of constructing the said "Frederick Street Underpass" and have agreed that it would be more desirable that instead of constructing said "underpass" as agreed to in the said agreement of April 15, 1968, there should be constructed an "overpass," it being the belief of the parties hereto that such "overpass" could be more quickly and economically constructed, more easily maintained and generally more desirable in view of conditions at the site at this time in order to better facilitate the movement of traffic on U.S. Rte. 220 in the City of Cumberland; and,

WHEREAS, the proposal to construct the said overpass to be designated as the "Bedford-Frederick Streets R. R. Grade Separation Project" in lieu of the aforementioned "Frederick Street Underpass" was fully discussed and approved by the Mayor and City Council of Cumberland, Maryland, on Friday, February 6, 1970; and,

WHEREAS, the parties hereto have agreed to amend said Agreement of April 15, 1968, in order to accomplish the above-stated revision in plans.

NOW, THEREFORE, this Agreement Witnesseth:

1. That the Commission and the City, in consideration of the premises and mutual covenants hereinafter expressed, hereby agree that notwithstanding any provisions of any prior Agreements entered into between the parties hereto in conjunction with the construction of the Cumberland Thruway, the Commission agrees to allow, grant or give to the City a credit for contributions made by the City under an agreement dated August 30, 1955 (which is referred to in the said agreement of April 15, 1968), amounting to Four Hundred Ninety Thousand Dollars ($490,000.00), and an additional credit for all other payments made by the City or incurred by the City as a result of the relocation of utilities for the construction of the Cumberland Thruway, which sum aggregates One Million One Hundred Fifty-Three Thousand Six Hundred Ninety-Six Dollars ($1,153,696.00); PROVIDED, HOWEVER that said credit shall be applied towards the construction of a "Bedford-Frederick Streets R. R. Grade Separation Project",

2. The City shall convey to the Commission, without monetary consideration, title to the streets and any other City-owned property required in conjunction with the construction of the "Bedford-Frederick Streets R. R. Grade Separation Project," in fee simple, free of any liens or encumbrances.

3. The Commission shall acquire all other rights-of-way necessary for the construction of the "Bedford-Frederick Streets R. R. Grade Separation Project," excepting the aforementioned City-owned property.

4. The Commission shall construct the "Bedford-Frederick Streets R. R. Grade Separation Project," and the above-mentioned credits shall be applied by the Commission toward the construction of the said "Bedford-Frederick Streets R. R. Grade Separation Project."

5. Upon completion of construction and its final acceptance by the Commission and the City, title to the said Bedford-Frederick Streets R. R. Grade Separation structure and approaches thereto shall be vested in the Mayor and City Council of Cumberland, Maryland; and the City hereby agrees to maintain and operate the entire facility at its sole cost and expense, and further agrees to maintain the said facility in compliance with maintenance standards established by the Commission and by the Bureau of Public Roads as applicable to this facility.

6. The Commission shall initiate the project no later than December 31, 1970, by the programming of the project with the Federal Highway Administration for Federal Aid Participation and shall perform the required engineering, right of way acquisition and construction activities continuously and expeditiously to project completion commensurate with the availability of Federal Funds.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by the Mayor and City Council of Cumberland, Maryland, having duly authorized the execution of this Agreement by its Mayor, the same having been duly attested by the City Clerk; and, the State Roads Commission of Maryland having caused the same to be executed by its Chairman-Director, duly attested by its Secretary, all on the day and year first above written.

ATTEST:

Secretary

STATE ROADS COMMISSION OF MARYLAND

By

Chairman-Director

ATTEST:

City Clerk

MAYOR AND CITY COUNCIL OF CUMBERLAND

By

COMMISSIONER OF STREETS & PUBLIC PROPERTY.

Approved as to form and legal sufficiency for the State Roads Commission:

Special Attorney

, 1970

Approved as to form and legal sufficiency for the Mayor and City Council of Cumberland

City Solicitor

Dec. 15, 1970

MEMORANDUM OF ACTION OF STATE ROADS COMMISSION OF MARYLAND
BY CHAIRMAN AND DIRECTOR DAVID H. FISHER
WEDNESDAY, JANUARY 14, 1970

* * *

See memo - 5/6/64

Chairman-Director Fisher executed duplicate copies of agreement dated January 14, 1970, between the Western Maryland Railway Company and the State Roads Commission of Maryland, supplementing agreement of January 3, 1964, between the Railway, the Commission and the Mayor and Town Council of Westernport, Maryland, under which relocations and improvements have been made in Md. 135 through Westernport and Md. 36 from Westernport toward Phoenix Hill, in Allegany County (Contract A-457-13-620), including a channel change in George's Creek in the vicinity of the Railway's Bridge No. 3138. The present agreement provides for repairs to said Bridge and for stream channel "clean-out" work (Contract A-527x-1-675), which work will be carried out in accordance with terms of the 1964 agreement and the conditions more fully outlined in the agreement of January 14, 1970.

Said agreement had been previously approved by Chief Engineer Woodford, approved as to form and legal sufficiency by Special Attorney Rogers, and both copies are to be forwarded to the Western Maryland Railway Company for execution and return of one copy to the Commission for the Secretary's file.

Copy: Mr. W. E. Woodford, Jr.
Mr. H. G. Downs
Mr. L. E. McCarl
Mr. W. L. Shook (2)
Mr. M. M. Brodsky
Mr. J. D. Bushby (2)
Mr. P. R. Miller (2)
Mr. M. D. Philpot
Mr. A. L. Grubb
Mr. H. H. Bowers (2)
Mr. H. Berger
Mr. W. B. Duckett (2)
Mr. L. A. Yost (2)
Mr. G. N. Lewis, Jr.
Mr. T. Hicks
Mr. G. W. Cassell
Mr. C. S. Linville
Secretary's File #41418
SRC-Allegany County
Contract A-457-13-620
" A-527x-1-675

AMERICAN ASSOCIATION OF STATE HIGHWAY OFFICIALS

PRESIDENT
Douglas B. Fugate
Commissioner
Department of Highways
Richmond, Virginia 23219

EXECUTIVE DIRECTOR
A. E. Johnson
341 Nat'l Press Bldg.
Washington, D. C. 20004
Telephone 628-2438

November 4, 1969

To Messrs. David H. Fisher
Chairman-Director
Maryland State Roads Commission
P. O. Box 717
Baltimore, Maryland 21203

and William S. Ritchie, Jr.
Commissioner
State Road Commission
1800 Washington Street East
Charleston, West Virginia 25305

Gentlemen:

At its meeting on October the 25th, 1969, the U. S. Route Numbering Subcommittee recommended the reservation for future designation as U. S. Route 48 the Appalachian Development highway between Cumberland, Maryland, and Morgantown, West Virginia.

This is approved for official record keeping purposes with the understanding that the route shall be developed to full geometric design standards.

See minutes. 9/10/69

Yours truly,

A. E. Johnson
Executive Director

H. J. Rhodes
Assistant to the Director

HJR:fms

cc. Mr. W E Woodford
Mr. Thomas Hicks
Mr. Bushby
Mr Dowds
Mr. McCall
Mr. Carroll

EXCERPT FROM MINUTES OF MEETING OF THE STATE ROADS COMMISSION
WEDNESDAY, SEPTEMBER 10, 1969

* * *

On motion of Mr. McMullen, seconded by Mr. Price, the Commission directed that the Appalachian Development Highway, from Cumberland to the West Virginia line be posted with signs reading: NATIONAL FREEWAY To U.S. 40 West.

The Commission further directed that an application be forwarded to the AASHO Route Numbering Sub-Committee requesting that this section of highway be designated U.S. Route 48.

See Letter - 11/4/69 - A.A.S.H.O. - Official Confirmation

Copy: Mr. D. H. Fisher
Mr. W. E. Woodford, Jr.
Mr. W. J. Addison
Mr. C. P. Hyatt
Mr. L. E. McCarl
Mr. G. W. Cassell ✓
Mr. M. M. Brodsky
Mr. J. D. Bushby (2)
Mr. T. Hicks
Mr. G. N. Lewis, Jr.
Mr. C. W. Reese
SRC-Appalachia file
SRC-Signs file
SRC-Name Designations file
SRC-Allegany County file
SRC-West Virginia file

MEMORANDUM OF ACTION OF STATE ROADS COMMISSION OF MARYLAND
BY CHAIRMAN AND DIRECTOR DAVID H. FISHER
TUESDAY, JULY 1, 1969
* * *

Chairman-Director Fisher executed triplicate copies of agreement dated June 11, 1969, between the State Roads Commission and the Town of Lonaconing, wherein the Town requests the Commission's participation in the design and construction of a new highway bridge on Union Street over George's Creek, a distance of approximately 0.015 mile, Contract A-535-675;FAP#APL-5000(103), in order to utilize Federal funds, for a portion of the cost, with the Town and Commission sharing in costs in excess of Federal reimbursement. The agreement sets forth more fully the responsibilities of each party in connection with this construction.

Said agreement had been executed previously on behalf of the Town, recommended for approval by Chief Engineer Woodford and approved as to form and legal sufficiency by Special Attorney Rogers.

Copy: Mr. W. E. Woodford, Jr.
Mr. W. J. Addison
Mr. H. G. Downs
Mr. L. E. McCarl
Mr. W. L. Shook (2)
Mr. R. E. Jones
Mr. A. L. Grubb
Mr. P. R. Miller
Mr. H. H. Bowers
Mr. M. D. Philpot
Mr. L. A. Yost, Jr. (2)
Mr. T. Hicks
Mr. G. N. Lewis, Jr.
Mr. M. M. Brodsky
Mr. G. W. Cassell
Mr. C. S. Linville
Mr. E. K. Lloyd
Mr. W. B. Duckett (2)
Mr. J. D. Bushby (2)
Mr. H. P. Jones
Secretary's File
Town of Lonaconing
SRC-Allegany County
Contract A-535-675

Scenic US 40

EXCERPT FROM MINUTES OF MEETING OF THE STATE ROADS COMMISSION
WEDNESDAY, MARCH 6, 1968
* * *

Commissioner McMullen mentioned a condition on a section of old U. S. Rte. 40, now designated as Scenic U.S. 40, beginning near Piney Grove and extending westward for about five miles, where Scenic Route signs are still in place.

Mr. McMullen stated that businesses formerly located along that road have since moved, and that the signs now tend to mislead the motorist and direct him on to a little traveled winding road that merely delays him. He requested that a determination be made as to whether these signs should be removed.

On motion of Mr. Brinsfield, seconded by Mr. McMullen, the Secretary was directed to request District Engineer Bushby to investigate and recommend to the Chairman-Director, and the Chairman-Director was authorized to order removal of the signs if this action is found to be desirable.

Copy: Mr. J. B. Wolff
Mr. J. J. McMullen
Mr. J. D. Bushby (2)
Mr. G. N. Lewis, Jr.
Mr. W. J. Addison
SRC-Signs
SRC-Allegany County

"Do not change this route number until such time as official AASHTO action is taken"

Sule

MEMORANDUM OF ACTION OF STATE ROADS COMMISSION OF MARYLAND
BY CHAIRMAN AND DIRECTOR JEROME B. WOLFF
THURSDAY, AUGUST 17, 1967
***

Chairman and Director Wolff executed for and on behalf of the Commission triplicate copies of agreement, dated August 17, 1967, by and between the State Roads Commission of Maryland, acting for the State of Maryland, therein called "Commission," party of the first part, the Mayor and City Council of Cumberland, Maryland, therein called "City," party of the second part, and The Baltimore and Ohio Railroad Company, therein called "Railroad," party of the third part, wherein said parties agree as to their respective aims and obligations regarding the construction and maintenance of a new overhead bridge at Highway Station 16+96.55+ (Railroad Station 48+41.5+) over Kelly Boulevard and the main line tracks and property of the Railroad's Cumberland Division, in connection with the West Approach of the Cumberland Thruway in the City of Cumberland, Allegany County (Contract A-452-7-8-14-16-17-619;FAP#APD-155-1(7).

Said agreement had been executed previously on the part of the City of Cumberland and the Railroad, approved by Chief Engineer Fisher and approved as to form and legal sufficiency by Special Attorney Rogers.

Copy: Mr. D. H. Fisher
Mr. W. J. Addison
Mr. L. E. McCarl
Mr. C. A. Goldeisen
Mr. F. P. Scrivener
Mr. J. D. Bushby (2)
Mr. A. L. Grubb (2)
Mr. M. D. Philpot (2)
Mr. C. S. Linville
Mr. G. W. Cassell
Mr. M. M. Brodsky
Mr. H. P. Jones
Mr. L. C. Moser (3)
Mr. W. B. Duckett (2)
Mr. E. K. Lloyd
Mr. H. G. Downs (4)
Mr. G. N. Lewis, Jr. (8)
Secretary's File
SRC-Allegany County
Contract A-452-7-8-14-16-17-619;
FAP#APD-155-1(7)

MEMORANDUM OF ACTION OF STATE ROADS COMMISSION OF MARYLAND
BY CHAIRMAN ALAN BIRCHFIELD JENKINS JR. VOLPE
THURSDAY, AUGUST 12, 1967

Chairman and Director V.Alt executed for and on behalf of the Commission tripplicate copies of agreement, dated August 12, 1967, by and between the State Roads Commission of Maryland, acting for the State of Maryland, therein called "Commission," party of the first part, the Mayor and City Council of Cumberland, Maryland, therein called "City," party of the second part, and the Baltimore and Ohio Railroad Company, therein called "Railroad," party of the third part, therein said parties agree as to their respective rights and obligations regarding the construction and maintenance of a new overhead bridge at Highway Station 164+66.35+ (Railroad Station 68+81.5+) over B&O Railroad and the main line tracks and property of the Railroad's Cumberland Division, in connection with the Cost Approach of the Cumberland Thruway in the City of Cumberland, Allegany County Contract A-032-1-3-1(6-17-61);(MARYLAND-135-1(7)).

Said agreement had been executed previously on the part of the City of Cumberland and the Railroad, approved by Chief Engineer Fisher and approved as to form and legal sufficiency by Special Attorney Rogers.

Copy: Mr. D. W. Fisher
Mr. H. J. Adkins
Mr. L. E. McCarl
Mr. C. A. Caldwell
Mr. F. F. Gerlemann
Mr. J. H. Beasley (2)
Mr. A. L. Crown (2)
Mr. L. H. Pollock (2)
Mr. C. C. Schwalts
Mr. G. W. Cassell
Mr. H. H. Bradley
Mr. R. H. Jones
Mr. L. C. Moser (2)
Mr. V. H. Dawkins (2)
Mr. E. S. Lloyd
Mr. H. D. Banks (2)
Mr. G. T. Lewis, Jr. (2)
Secretary's File
BPO-Allegany County
Contract A-032-1-3-1(6-17-61);
MARYLAND-135-1(7)

THIS AGREEMENT, executed in triplicate, made and entered into this 17 day of August 1966, by and between the STATE ROADS COMMISSION OF MARYLAND, acting for the State of Maryland, hereinafter called "Commission", party of the first part, the MAYOR AND CITY COUNCIL OF CUMBERLAND, MARYLAND, hereinafter called "City", party of the second part, and THE BALTIMORE AND OHIO RAILROAD COMPANY, hereinafter called "Railroad", party of the third part, witnesseth:

WHEREAS, Commission is engaged in the construction of a new State highway in the City of Cumberland, Maryland, known as the Cumberland Thruway, and

WHEREAS, the West Approach of said new highway will cross over Kelly Boulevard, and the main line tracks and property of the Railroad's Cumberland Division, by means of an overhead bridge at Highway Station 16+96.55+ (Railroad Station 48+41.5±) located in said City, the aforesaid work being hereinafter sometimes referred to as the "Project", and

WHEREAS, since no public grade crossings will be closed by the Project, the benefits to the Railroad may be considered to be zero, and

WHEREAS, Commission may use Federal Aid Highway Funds to assist in financing the Project, and by reason thereof the work and payment by and between parties hereto must comply with all pertinent Federal Rules and Regulations, and

WHEREAS, the parties hereto are desirous of cooperating with each other in accomplishing the proposed highway improvement and to enter into an agreement to state more fully the terms and conditions connected therewith.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH, that for and in consideration of the premises, and the sum of One Dollar ($1.00) payable by each party hereto to the other, the receipt whereof is hereby acknowledged, and in further consideration of the mutual covenants hereinafter set forth to be kept and performed, the parties hereto do hereby agree as follows:

ARTICLE I. The Commission will:

Sec. 1. Prepare or cause to be prepared detailed plans and specifications for the Project, provided that said plans and specifications and any changes therein, shall be subject to the approval (in writing) of the parties hereto, to the extent that their respective interests are affected thereby. Said plans and specifications, when so approved, are made a part of this agreement by reference.

Sec. 2. Advertise the aforesaid project for construction and, upon receipt of bids, award contracts for the prosecution of the work in accordance with regular Commission procedure.

Sec. 3. Perform all work, in accordance with approved plans and specifications at its expense, except as herein provided.

Sec. 4. Upon completion of Project, maintain, replace and renew said overhead bridge and approaches, culvert pipe under tracks and across property of Railroad including inlet and drainage ditches pertinent thereto, and slopes along Kelly Boulevard, except as otherwise provided herein.

Sec. 5. Provide all necessary watchmen and flagmen to protect highway traffic.

ARTICLE II. The City will:

Sec. 1. Grant and does hereby grant to Commission, without cost, the use of any City owned property necessary for the construction and occupation of the Project.

Sec. 2. Vacate and/or close any and all city streets made necessary by the Project.

Sec. 3. All public utility facilities and City owned utility facilities within the limits of the Project herein, which will be required to be relocated and/or revised, shall be so relocated and/or revised in accordance with the provisions of the agreement between the State Roads Commission of Maryland, the Mayor and City Council of Cumberland and the Potomac Edison Company, dated October 25, 1961; the agreement between the State Roads Commission of Maryland, the Mayor and City Council of Cumberland and the Columbia Gas of Maryland, Inc., dated October 25, 1961; the agreement between the State Roads Commission of Maryland, the Mayor and City Council of Cumberland and the Chesapeake and Potomac Telephone Company of Maryland, dated October 25, 1961; and the agreement between the State Roads Commission of Maryland and the Mayor and City Council of Cumberland dated June 6, 1962.

Sec. 4. Perform the work and grant the privileges as covered by this Article at its own cost and expense which will constitute City's contribution to the cost of the Project in return for the benefits from said improvement.

ARTICLE III. The Railroad will:

Sec. 1. Insofar as it has a legal right and its present title permits, does hereby grant, subject to the terms, limitations and agreements herein set forth unto the Commission, the right, liberty and privilege of constructing, establishing, maintaining and renewing the new overhead bridge and highway approaches, as herein described, over the tracks and property of the Railroad, as well as the right, liberty and privilege of installing pipe culvert under tracks and across property of Railroad, including inlet and pertinent drainage ditches, said project to be paid for by the Commission, and as further provided in ARTICLE X hereof.

Sec. 2. Insofar as it has the right so to do, does hereby quit claim to the Commission, without cost, easements for the overhead highway bridge and approaches on and over the property of Railroad, as well as easements for pipe culvert under tracks and across property of Railroad including inlet and drainage ditch along property of Railroad, as shown on Commission's Plat No. 33708 attached hereto and made a part hereof; the Railroad, for itself, its successors, assigns and licensees, reserving all rights, including but not limited to those which it now deems, or from time to time may deem, desirable or necessary for its various operations, or the operations of others, as they now are or may lawfully be engaged in from time to time, and in order to be enabled to construct, reconstruct, relocate, operate, maintain, repair, renew and remove such of its facilities as now are, or such additional facilities, either its own or those of others, of whatever type as in the future Railroad, its successors and assigns, may deem desirable or necessary to be located in, upon, over, under or across the land involved, so long as such use and occupancy does not interfere with the land's use for highway purposes as contemplated herein.

It is understood and agreed between the Commission and Railroad that such portion of the Railroad's property required outside of the Railroad's normal operating right of way as shown shaded in green on Commission's Plat Nos. 34842, 34843 and 33708, attached hereto and made a part hereof, shall be acquired by the Commission from the Railroad at a price to be mutually agreed upon or as may be judicially determined.

Sec. 3. Perform or cause to be performed at the expense of the Commission, any temporary or permanent relocation or reconstruction of tracks, signals, fixtures, telephone, telegraph and other wire lines, conduits or pipes, accessories and all Railroad appurtenances and facilities of whatever kind, nature or description made necessary by the improvement. Railroad's work may be performed by its own forces on a force account basis or by contract (awarded by the Railroad, subject to the approval of Commission) or by a combination of both, and the Commission shall reimburse the Railroad in accordance with ARTICLE X hereof.

Sec. 4. Furnish, at the expense of the Commission, all flagmen and watchmen, engineering and inspection services made necessary by the improvement, and as prescribed by Railroad's Chief Engineer or his authorized representative. Commission shall reimburse the Railroad in accordance with ARTICLE X hereof. It is agreed, however, that the providing of such watchmen, etc., by Railroad and other precautionary measures taken by either Railroad or Commission, as a consequence of the work of the Contractor or Contractors, shall not relieve said Contractors from liability for damage arising from their operations.

Sec. 5. Grant to Commission's Contractors the right to reasonable use of Railroad property in the vicinity of said work, with his construction equipment used in the performance of the work contemplated hereunder.

Sec. 6. Upon completion of the Project, maintain its roadbed, tracks and all Railroad facilities.

ARTICLE IV. It is agreed that in the construction of said Project, all necessary falsework, bracing or forms on Railroad property and any other temporary construction and clearances affecting the Railroad, shall be subject to the approval of the Chief Engineer of the Railroad, or his authorized representative, and the Public Service Commission of Maryland.

ARTICLE V. Each party shall, in carrying out its work on the Project, provide the necessary engineering and inspection for its respective part of the work, and the Commission shall reimburse the Railroad therefor as provided in ARTICLE X herein. However, the Commission shall have general charge of the engineering on the Project.

ARTICLE VI. All work herein provided to be done by the Commission and its Contractors on Railroad property shall be done in a manner satisfactory to the Chief Engineer of the Railroad or his authorized representative, and shall be performed at such times and in such a manner so as not to interfere with the movement of trains or traffic on the tracks of the Railroad. The Commission agrees to require its Contractors to use all reasonable care and precaution in order to avoid accidents, damage or delay to or interference with Railroad's trains or other property.

ARTICLE VII. The Commission shall require its Contractors, upon completion of the work of such Contractors and before final payment is made, to remove from within the limits of the Railroad's land, all machinery, surplus materials, rubbish or temporary buildings and other property of such Contractors and to leave the said land in a condition satisfactory to the Chief Engineer of the Railroad or his authorized representative.

ARTICLE VIII. Before any work on said improvement is started, the Commission shall require its Contractor or Contractors, in addition to their construction bonds, to cause to be executed all insurance required by the Special Provisions of the Proposals for the contracts entered into by the Commission and said contracts are hereby incorporated by reference thereto, into this agreement and made a part hereof.

ARTICLE IX.

Sec. 1. Commission agrees to permit the Railroad, without charge to the Railroad for such privilege, the right to attach at the expense of the Railroad, to said overhead structure, at any time after completion, signals, sign posts, telegraph, telephone and other wires and devices now used or hereafter to be used in the operation of the Railroad, provided they do not extend above the elevation of bridge deck and subject to the reasonable regulation and supervision of the Chief Engineer of the Commission.

Sec. 2. In the event the said bridge structure and other highway facilities are damaged due to Railroad derailment, accidents or collisions on the Railroad, the Commission shall make the repairs necessary to restore the same substantially to their former condition and the Railroad agrees to reimburse the Commission for the actual cost of such repairs. In the event, however, the said bridge structure and other highway facilities are damaged by reason of collision or accident arising out of the use of said highway, the Commission shall make or cause to be made the necessary repairs to restore the same to their former condition without cost to the Railroad.

ARTICLE X. Commission will reimburse the Railroad monthly for all costs and expenses of any labor, material and equipment which may be required by the Railroad on or in connection with temporary and permanent changes to its pole lines, tracks and roadbed, temporary track supports, Railroad watchmen and flagmen necessary for protection services, as well as engineering and inspection, only insofar as such expenses and services are caused solely by the construction of this Project, and in accordance with Policy and Procedure Memorandum No. 30-3 of the Bureau of Public Roads, and amendments thereto.

To provide Railroad adequate protection on Force Account Work it will be necessary to purchase insurance in accordance with Bureau of Public Roads Policy and Procedure Memorandum 30-3(2). The amount of such insurance coverage and the rate to be paid therefor will be included in Railroad Force Account Estimate.

ARTICLE XI. The work provided for in this Agreement shall be commenced by the parties within thirty (30) days from the date on which the Commission notifies the Railroad that this Agreement is effective, and all funds necessary therefor on the part of the Commission have been properly certified and made available; and such work shall be completed within a reasonable time thereafter. Preparation of plans, or buying and assembling of materials following the execution of this Agreement shall be construed as compliance with the foregoing thirty (30) day provisions. Except as otherwise specifically provided in this Agreement, neither this paragraph nor any other provision of this Agreement shall be construed as being for the benefit of the Commission's Contractor or Contractors or any other third person, and the Commission shall insert

in its agreement with said Contractor or Contractors a provision to that effect.

ARTICLE XII. Any work not specifically provided for herein shall be done by one of the parties hereto as may be mutually agreed upon from time to time during progress of the work.

ARTICLE XIII. This Agreement shall inure to and be binding upon the parties hereto, their successors and assigns.

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

ATTEST:

Secretary

STATE ROADS COMMISSION OF MARYLAND

By

Chairman and Director of Highways for the State of Maryland

APPROVED:

Chief Engineer - State Roads Commission

Approved as to form and legal sufficiency this 7th, day of August, 1967.

Special Attorney

ATTEST:

MAYOR AND CITY COUNCIL OF
CUMBERLAND, MARYLAND

Wallace G. Ullery

By Thomas D. Conlon
Mayor

ATTEST:

THE BALTIMORE AND OHIO RAILROAD
COMPANY

G. P. Muendlein
Assistant Secretary

By D. W. Cowan
Vice President

STATE OF MARYLAND)
CITY OF BALTIMORE) ss.:

I HEREBY CERTIFY that on this 17th day of August, 1967, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City, personally appeared Jerome B. Wolff Chairman and Director of Highways of the STATE ROADS COMMISSION OF THE STATE OF MARYLAND, and acknowledged the aforegoing agreement to be the act and deed of the State Roads Commission of the State of Maryland, acting for the State of Maryland.

AS WITNESS my hand and Notarial Seal.

Harry J. Hooks
Notary Public

My Commission Expires

July 1, 1969

STATE OF MARYLAND)
COUNTY OF ALLEGANY) ss.:

I HEREBY CERTIFY that on this 31st day of July, 1967, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Thomas F. Conlon Mayor of the City of Cumberland, and acknowledged the aforegoing agreement to be the act and deed of the MAYOR AND CITY COUNCIL OF CUMBERLAND, MARYLAND.

AS WITNESS my hand and Notarial Seal.

Phyllis Feaga
Notary Public

My Commission Expires

July 1, 1969

STATE OF MARYLAND)
CITY OF BALTIMORE) ss.:

I HEREBY CERTIFY that on this 6th day of July, 1967, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared C. V. Cowan, of THE BALTIMORE AND OHIO RAILROAD COMPANY, and acknowledged the aforegoing agreement to be the act and deed of THE BALTIMORE AND OHIO RAILROAD COMPANY.

AS WITNESS my hand and Notarial Seal.

George J. Lewis
Notary Public

My Commission Expires

July 1, 1969

403

Williams Rd.

Co. 440

MEMORANDUM OF ACTION OF STATE ROADS COMMISSION OF MARYLAND
BY CHAIRMAN AND DIRECTOR JOHN B. FUNK
TUESDAY, OCTOBER 18, 1966
***

Chairman and Director Funk executed for and on behalf of the Commission agreement, in triplicate, Dated October 18, 1966, by and between the State Roads Commission of Maryland, acting for and on behalf of the State of Maryland, party of the first part, therein called the "Commission," and the County Commissioners of Allegany County, Maryland, a body corporate, party of the second part, therein called the "County," applicable to construction of Williams Road from the Cumberland City Limits easterly to west of Brashier Road, to include a bridge over Evitts Creek, for a distance of 1.12 miles, more particularly described as follows:

Co 437 Co 440

Federal Aid Project S-SU-9161 (4) - Williams Road -
Roadway & Bridge

Said agreement stipulates the conditions under which this project is to be constructed and states that the County shall keep open to traffic and maintain the project in a satisfactory manner and make ample provision each year for such maintenance.

This agreement had been executed previously on the part of the County, recommended for approval by Chief Engineer Fisher, and approved as to form and legal sufficiency by Special Attorney Puderbaugh.

Copy: Mr. D. H. Fisher
Mr. L. E. McCarl
Mr. F. P. Scrivener
Mr. W. J. Addison
Mr. G. W. Cassell
Mr. C. A. Goldeisen
Mr. C. S. Linville
Mr. J. D. Bushby (2)
Mr. G. N. Lewis, Jr. (8)
Mr. W. B. Duckett (2)
Mr. H. G. Downs (4)
Mr. A. L. Grubb (2)
Mr. M. M. Brodsky
Mr. C. R. Dell
Mr. L. C. Moser (3)
Co. Commrs. of Allegany Co. (3)
Secretary's File
SRC-Allegany County

E W Crowell

THIS AGREEMENT, Made this 18th day of October, nineteen hundred and sixty-six, by and between the STATE ROADS COMMISSION OF MARYLAND, acting for and on behalf of the STATE OF MARYLAND, party of the first part, hereinafter called the "COMMISSION", and the COUNTY COMMISSIONERS OF ALLEGANY COUNTY, MARYLAND, a body corporate, party of the second part, hereinafter called the "COUNTY", Witnesseth:

WHEREAS, the County desires to construct a certain project on the Federal Aid road system of Allegany County by Commission contract, in order to utilize any Federal funds which may be made available by the Commission for use of the County, and

WHEREAS, the County proposes the design for improvement of Williams Road from the Cumberland City Limits easterly to west of Brashier Road to include a bridge over Evitts Creek for a distance of 1.12 miles, more particularly described as follows:

Federal Aid Project S-SU-9161 (4) - Williams Road - Roadway & Bridge

WHEREAS, the Commission has accepted the proposal of the County to cooperate and to share in the cost of construction, and

WHEREAS, the County proposes to utilize Federal-aid funds for the construction of said project, and

WHEREAS, Title 23 of the U. S. Code recognizes the State Roads Commission as the authority to which allocations of Federal-aid funds are to be made and under whose direction, subject to the U. S. Bureau of Public Roads' approval, expenditures are to be accomplished, and

WHEREAS, the U. S. Bureau of Public Roads' Policy and Procedure Memorandum No. 21-6.3 dated January 16, 1961 sets forth procedures whereby services and facilities of the local government may be utilized and requires

that there be an executed agreement between the Commission and the local agency, setting forth conditions under which these projects would be constructed, and .

WHEREAS, the County agrees to participate in the financing of the project to the extent of all costs in excess of Federal reimbursement, and

WHEREAS, the Commission finds that the design can be advantageously performed under the direction of the County, and

WHEREAS, the Commission finds that the County is adequately staffed and suitably equipped to undertake the satisfactory completion of the work in an economic and expeditious manner, and

WHEREAS, the County desires and is willing to cooperate with the Commission in carrying out the objectives of the Federal-aid Act, all in accordance with the regulations, policies and procedures of the U. S. Bureau of Public Roads,

NOW, THEREFORE, THIS AGREEMENT WITNESSETH: That for and in consideration of the payment of One Dollar ($1.00) by each party to the other, receipt of which is hereby acknowledged, and further consideration of the respective benefits to and of the parties, the Commission and the County agree as follows:

1. The Commission agrees that the County shall make preliminary studies, preliminary and final designs, prepare specifications, estimates and contracts with their own forces or by utilizing the services of a consulting engineer having prior concurrence of the Commission and the U. S. Bureau of Public Roads. All work performed by the County and all contracts entered into by the County shall be subject to prior approval of the Commission and the U. S. Bureau of Public Roads, in conformance with Bureau Policy and Procedure, and reimbursement to the County shall be on the basis agreed upon at the time the work is authorized.

2. The County shall provide all necessary rights of way for the construction and maintenance of the project at no expense to the Commission, and said rights of way shall be of the width and otherwise conform to the requirements of any law applicable thereto, and the requirements of the U. S. Bureau of Public Roads.

3. Construction of the project shall be subject at all times to inspection by representatives of the Commission and the U. S. Bureau of Public Roads so as to insure full compliance with law, rules and regulations relating to projects upon which Federal funds are being expended. The Commission, at the cost of the County, shall be responsible for construction supervision which shall be accomplished by the assignment of inspection personnel in the same number and of the same qualifications as would be appropriate on comparable Commission contracts.

4. All construction work shall be performed in accordance with the standard specifications of the Commission or as specifically authorized by project approval.

5. Approved State standard plans shall be used to the maximum extent practicable.

6. Subject to the concurrence of the County and prior authorization by the U. S. Bureau of Public Roads, the Commission on behalf of the County shall advertise for bids and award the contract.

7. Since the agreement covering Federal reimbursement will be between the Commission and the U. S. Bureau of Public Roads to secure Federal participation, it is understood and agreed that all work and all expenditures shall be in accord with the approved plans, specifications and estimates, except as modified by changes having prior approval of the Commission and the U. S. Bureau of Public Roads.

8. All contracts for work on the project will be between the

County and the successful bidder, and the Commission assumes no legal liability in connection therewith. The County agrees to save the Commission harmless from all law or equity suits for or on account of all contracts and construction, or from any liability whatever, either directly or indirectly arising from or out of said contracts or construction.

9. Prior to the award of the contract to the successful bidder, the County will deposit with the Commission the estimated amount necessary to cover its share of the project cost not covered by Federal funds. Final determination of costs will be made after all claims are satisfied and adjustments will be made accordingly. If for any reason the County fails to pay any portion of said project cost, the Commission is hereby authorized to deduct such cost from the County's share of the gasoline tax due it.

10. All materials incorporated in the project shall be tested and incorporated in the work only when accepted as meeting the pertinent specifications. The testing laboratory of the Commission shall be used for this purpose.

11. Reimbursement to the County for all eligible and participating costs expended in the accomplishment of the project will be made on audit of the pertinent records. The County will be required to maintain in readily accessible files all payrolls, contract documents and other papers relating to quantities applicable to the project, for a period of not less than three (3) years.

12. The County shall keep open to traffic and maintain the project in a satisfactory manner and make ample provision each year for such maintenance, and further agrees to regulate and control traffic in conformity with Commission standards.

13. The County further agrees that all signs, signals and markings shall conform to the Manual of Uniform Control Devices approved by

the U. S. Bureau of Public Roads, and that future changes in traffic control measures will be subject to prior approval of the U. S. Bureau of Public Roads.

14. That where unsatisfactory maintenance is called to the attention of the County, immediate corrective action shall be taken.

15. The rights of way provided for said improvements shall be held inviolate for public highway purposes, and no signs, posters, billboards, roadside stands or other private installations shall be permitted within the right of way limits and traffic control lights shall not be installed on the project without prior approval of the Commission.

16. The Commission shall be reimbursed for any and all expenditures or costs incurred, including but not limited to managerial expenses which it incurs in the performance of this contract.

17. This agreement shall inure to and be binding upon the parties hereto, their agents, successors and assigns.

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

STATE ROADS COMMISSION OF MARYLAND

By: _____
Chairman and Director of Highways

ATTEST:

_____
Secretary

Approved as to form and legal sufficiency this day of ,1966.

_____
Special Attorney of Maryland

Mr. Cassell

MEMORANDUM OF ACTION OF STATE ROADS COMMISSION OF MARYLAND
BY CHAIRMAN AND DIRECTOR JOHN B. FUNK
MONDAY, SEPTEMBER 27, 1965
***

On recommendation of Chief Engineer Fisher in letter of September 24, 1965, the following final payment was approved, this project to remain in the Allegany County Roads System for maintenance:

Final payment of $6,523.14 for completion of construction of three span (60', 61', 60') prestressed concrete I-beam bridge on Town Creek Road (County Road) over Town Creek, Roadway 24'; and approximately 900' of approach roadways, our Contract #A-501-617;FAP#S-9165(3), The Hout Construction Company, contractor. The contract for this work was awarded on March 2, 1964 and was completed on June 10, 1965. The total amount of this contract is $120,191.61; however, due to assessment of liquidated damages for three days at $140.00 per day, or $420.00, the total amount paid the contractor, inclusive of this final payment, is $119,771.61.

Co 531

Copy: Mr. D. H. Fisher
Mr. C. A. Goldeisen
Mr. L. E. McCarl
Mr. M. M. Brodsky
Mr. F. P. Scrivener
Mr. H. G. Downs (4)
Mr. A. L. Grubb
Mr. G. N. Lewis, Jr. (8)
Mr. L. C. Moser (3)
Mr. J. D. Bushby (2)
Mr. C. W. Reid
Mrs. E. Rossman
Co. Commrs. of Allegany County (3)
Secretary's File #39941
SRC-Allegany County
Contract A-501-617;FAP#S-9165(3)

CORRECTED COPY

MEMORANDUM OF ACTION OF STATE ROADS COMMISSION OF MARYLAND
BY CHAIRMAN AND DIRECTOR JOHN B. FUNK
MONDAY, JUNE 14, 1965
* * * 1965

E. of R.R. Pass. Sta.

Chairman and Director Funk executed triplicate copies of agreement dated June 1, 1965, by and between the State Roads Commission of Maryland, the Mayor and City Council of Cumberland, Maryland, and The Baltimore and Ohio Railroad Company, wherein, in connection with the construction of the Cumberland Thruway, as well as U. S. Route 40, the parties thereto agree as to their respective aims and obligations with respect to the construction of a Cross-town Viaduct in the City of Cumberland, Allegany County, which will cross over the tracks and property of the Railroad just east of its passenger station in Cumberland, as more fully set forth therein.

The said agreement had been executed previously on behalf of the Railroad and of the City of Cumberland, approved by Chief Engineer Fisher and approved as to form and legal sufficiency by Special Attorney Seymour.

Copy: Mr. D. H. Fisher
Mr. C. A. Goldeisen
Mr. L. E. McCarl
Mr. F. P. Scrivener
Mr. M. M. Brodsky
Mr. J. D. Bushby (2)
Mr. H. G. Downs (4)
Mr. M. D. Philpot (2)
Mr. A. L. Grubb (2)
Mr. W. J. Addison
Mr. H. P. Jones
Mr. W. B. Duckett (2)
Mr. L. C. Moser (3)
Mr. G. N. Lewis, Jr. (8)
Mr. G. W. Cassell
Mr. C. S. Linville
Mr. E. K. Lloyd
Secretary's File
Contract A-452-6-620
SRC-Allegany County

MEMORANDUM OF ACTION OF STATE ROADS COMMISSION OF MARYLAND
BY CHAIRMAN AND DIRECTOR JOHN B. FUNK
MONDAY, JUNE 14, 1965
* * *

Chairman and Director Funk executed triplicate copies of agreement dated June 14, 1965, by and between the State Roads Commission of Maryland, the Mayor and City Council of Cumberland, Maryland, and the Western Maryland Railway Company, wherein, in connection with the construction of the Cumberland Thruway, as well as U. S. Route 40, the parties thereto agree as to their respective aims and obligations with respect to the construction of a Cross-town Viaduct in the City of Cumberland, Allegany County, which will cross over the tracks and property of the Railway in the vicinity of its station facilities in Cumberland, as more fully set forth in the agreement.

The said agreement had been executed previously on behalf of the Railway and of the City of Cumberland, approved by Chief Engineer Fisher and approved as to form and legal sufficiency by Special Attorney Puderbaugh.

Copy: Mr. D. H. Fisher
Mr. C. A. Goldeisen
Mr. L. E. McCarl
Mr. F. P. Scrivener
Mr. M. M. Brodsky
Mr. J. D. Bushby (2)
Mr. H. G. Downs (4)
Mr. M. D. Philpot (2)
Mr. A. L. Grubb (2)
Mr. W. J. Addison
Mr. H. P. Jones
Mr. W. B. Duckett (2)
Mr. L. C. Moser (3)
Mr. G. N. Lewis, Jr. (8)
Mr. G. W. Cassell
Mr. C. S. Linville
Mr. E. K. Lloyd
Secretary's File
Contract A-452-6-620
SRC-Allegany County

EXCERPT FROM MINUTES OF MEETING OF THE STATE ROADS COMMISSION
WEDNESDAY, MARCH 17, 1965
* * *

The Commission approved and Chairman and Director Funk executed for and on its behalf agreement in duplicate dated March 17, 1965, by and between The Baltimore and Ohio Railroad Company, therein called "Railroad," party of the first part, and the State Roads Commission of Maryland, acting for the State of Maryland, therein called "Commission," party of the second part, wherein the parties thereto agree as to their respective aims and obligations in connection with construction of a new highway 3,000 feet west of the present Allegany County road near Pinto, Maryland, which will connect U. S. Route 220 in Maryland and Route 9 in West Virginia, and will cross over the parallel tracks of the Railroad and the Western Maryland Railway Company by means of an overhead highway bridge at Highway Station 15+49 (Railroad Valuation Station 516+48±) near Pinto, Allegany County, as more fully set forth therein.

The said agreement had been executed previously on the part of the Railroad, approved by Chief Engineer Fisher and approved as to form and legal sufficiency by Special Attorney Seymour.

See Agreement 12/14/64
3/3/65

Md 9
Redesignated Md 956
effective Jan. 1, 1979
MW 9/26/79

Copy: Mr. D. H. Fisher
Mr. C. A. Goldeisen
Mr. L. E. McCarl
Mr. F. P. Scrivener
Mr. M. M. Brodsky
Mr. J. D. Bushby (2)
Mr. H. G. Downs (4)
Mr. M. D. Philpot (2)
Mr. A. L. Grubb (2)
Mr. W. J. Addison
Mr. H. P. Jones
Mr. W. B. Duckett (2)
Mr. L. C. Moser (3)
Mr. G. N. Lewis, Jr. (8)
Mr. G. W. Cassell
Mr. C. S. Linville
Mr. E. K. Lloyd
Secretary's File
SRC-Allegany County

EXCERPT FROM MINUTES OF MEETING OF THE STATE ROADS COMMISSION
WEDNESDAY, MARCH 3, 1965
* * *

The Commission approved and Chairman and Director Funk executed for and on its behalf agreement in duplicate dated March 3, 1965, by and between The Western Maryland Railway Company, party of the first part, therein called "Railway," and the State Roads Commission of Maryland, party of the second part, therein called "Commission," wherein the parties thereto agree as to their respective aims and obligations in connection with construction of a new highway 3,000 feet west of the present Allegany County road near Pinto, Maryland, which will connect U. S. Route 220 in Maryland and Route 9 in West Virginia, and will cross over the parallel tracks of the Railway and the Baltimore and Ohio Railroad Company by means of an overhead highway bridge at Highway Station 16+43.0 (Railway Valuation Station 484+43.5) near Pinto, Allegany County (Contract A-499-1-620), as more fully set forth therein.

The said agreement had been executed previously on the part of the Railway, approved by Chief Engineer Fisher and approved as to form and legal sufficiency by Special Attorney Seymour.

See Agreement-12/14/64
" minutes - 3/17/65
Pinto Bridge

MD 9
Redesignated MD 956
min. 9/26/79

Copy: Mr. D. H. Fisher
Mr. C. A. Goldeisen
Mr. L. E. McCarl
Mr. F. P. Scrivener
Mr. M. M. Brodsky
Mr. J. D. Bushby (2)
Mr. H. G. Downs (4)
Mr. M. D. Philpot (2)
Mr. A. L. Grubb (2)
Mr. H. P. Jones
Mr. W. B. Duckett (2)
Mr. L. C. Moser (3)
Mr. G. N. Lewis, Jr. (8)
Mr. G. W. Cassell
Mr. C. S. Linville
Mr. E. K. Lloyd
Secretary's File
SRC-Allegany County
Contract A-499-1-620

EXCERPT FROM MINUTES OF MEETING OF THE STATE ROADS COMMISSION
THURSDAY, JANUARY 21, 1965

* * *

As proposed by Chairman and Director Funk, and on motion of Mr. Owings, seconded by Mr. Evans, the Commission designated that section of old Route 40 in the Town Hill-Green Ridge area of Allegany County as "Scenic Route 40."

Copy: Mr. J. B. Funk
Mr. D. H. Fisher
Mr. G. N. Lewis, Jr. (2)
Mr. J. D. Bushby (2)
Mr. G. W. Cassell
SRC-Name Designations
SRC-Allegany County

January 15, 1965

Mr. Geo. N. Lewis, Jr.

Mr. Ernest W. Bunting

U.S. Route 40 West
Town Hill Mountain
Relocation
Special Studies #1260

On Wednesday, January 13, 1965, I received a phone call from Mr. David H. Fisher, Chief Engineer, in which he requested information regarding a proposed change in the route number of Old U. S. Route 40 in the Town Hill Mountain section to be renumbered as Md. Route 144 due to the newly relocated section then being U. S. Route 40.

Mr. Fisher advised that several calls have been received protesting this action and wished to ascertain the status of changing signs on this old route. I checked with Mr. Lewis D. Metz, Assistant District Engineer - Maintenance, State Roads Commission - Cumberland, who advised that the signs had been ordered but had not been put in place as yet. In accordance with Mr. Fisher's instructions, I advised Mr. Metz not to post the signs until he received further notice from this office.

Mr. Fisher suggested that this matter of changing the route number be brought up at the next State Roads Commission Meeting.

It might be well to note at this point that Mr. Cassell has advised that no U. S. Route Number can be assigned to another route either as Alternate or any other name without the explicit permission of the American Association of State Highway Officials.

Please advise if any additional information is required.

Very truly yours,

EWB/sjb

Ernest W. Bunting, Chief
Bureau of Traffic Planning

cc: Mr. David H. Fisher - Chief Engineer
Mr. Geo. W. Cassell

Mr. Geo. H. Davis, Jr.

Mr. Lester W. Bartlett

S.O. Route 40 East
Town Hill Township
Relocation
Special Bridge Signs

On Tuesday, January 10, 1983, I received a phone call from Mr. David R. Slater, Chief Engineer, in which he requested information regarding a proposed change in the route number of Old S. R. Route 40 in the Town Hill Township section to be redesigned as S.R. Route 142 due to the newly relocated median Route Route S. R. Route 40.

Mr. Slater advised that several mails have been received protesting this action and wishes to determine the status of changing signs on this route. I checked with Mr. Lewis R. Bott, Assistant District Engineer - Maintenance, State Road Construction - Cumberland, who advised that the signs had been ordered but had not been put in place as yet. As requested with Mr. Slater's investigation, I advised Mr. Bott to put the signs until an received further notice from this office.

Mr. Slater suggested that this matter of changing the route number be brought up at the next Zone Roads Committee Meeting.

It might be well to note at this point that Mr. Carroll has advised that Mr. R. Route Brown can be assigned to assist such either as alternate or any other name without the majority permission of the American Association of State Highway Officials.

Please advise if any additional information is required.

Very truly yours,

RHB/ajb

Robert H. Bonson, Chief
Bureau of Traffic Planning

cc: Mr. David R. Slater - Chief Engineer
Mr. Geo. H. Davis

also known as
Potomac River Bridge

MD 9

Bridge

THIS AGREEMENT, Made this 14th day of December, 1964, between THE STATE ROAD COMMISSION OF WEST VIRGINIA, a corporation, hereinafter called "Commission", and THE STATE ROADS COMMISSION OF MARYLAND, by its Chairman-Director, acting for and in behalf of the State of Maryland, hereinafter called "Roads Commission", and the County Commissioners of Allegany County, Maryland, acting for and in behalf of said county, hereinafter called "County".

W I T N E S S E T H:

WHEREAS, pursuant to Section 34, Article 4, Chapter 40, of the Acts of the First 1933 Extraordinary Session of the Legislature of West Virginia, an agreement was executed between Commission and County, dated November 5, 1943, setting forth the division of ownership and maintenance of an existing highway bridge structure, known as Pinto Bridge, over the Potomac River, located on the present county road in a community known as Pinto, Allegany County, Maryland, which connects U. S. Route 220 in Maryland and Secondary Route 9 in West Virginia; and

WHEREAS, said Pinto Bridge is a single lane structure built in the Nineteenth Century and is inadequate for present day traffic, which has increased in volume by reason of an industrial development known as Allegany Ballistics Laboratory situated just east of said bridge on Route 9 in West Virginia; and

WHEREAS, to relieve existing traffic congestion, Commission and Roads Commission mutually agree to participate in the construction of a modern bridge structure over the Potomac River and roadway approaches to provide for the constant and increasing growth in the volume of highway traffic, to promote and facilitate safety of such travel and to permit the replacement and removal of the existing obsolete bridge structure; and

WHEREAS, it is proposed to construct a connecting State highway between U. S. Route 220 in Maryland, and Secondary Route 9 in West Virginia, which will be located approximately 3,000 feet west of the present bridge structure, involving the construction of a new bridge over the Potomac River and also a bridge over the tracks of the Baltimore and Ohio Railroad and Western Maryland Railway Company in Maryland, as well as roadway approaches thereto, the aforesaid work being referred to as "Project"; and

WHEREAS, Chapter 17, Article 4, Section 34 of the Official Code of West Virginia, 1931, as amended, and Section 7, Article 89B of the Annotated Code of Maryland, 1957 Edition, authorize Commission and Roads Commission, respectively, to enter into an agreement for the erection and maintenance of bridge structures over the Potomac River and approaches thereto; and

WHEREAS, the parties hereto desire to obtain Federal-aid reimbursement for monies expended, it is understood that all plans, specifications, construction and procedure in general, shall be in accordance with applicable Federal rules and regulations; and

WHEREAS, the parties hereto are desirous of cooperating with each other in accomplishing the proposed project, and to enter into this agreement to more fully state their respective aims and obligations connected therewith:

NOW, THEREFORE, in consideration of One Dollar ($1.00) cash in hand paid, one to the other, the receipt and sufficiency of which is hereby acknowledged, and the further consideration of the hereinafter mutual covenants, the parties agree as follows:

(1) The boundary line between the States of West Virginia and Maryland, for purposes of this agreement, is to be considered as Station 25+85 as shown by a survey and plans prepared by Roads Commission's consultants, bearing Contract No. A-499-620.

(2) Also for the purpose of this agreement the following terms will have the meanings respectively ascribed to them in this section, except in those instances where the context clearly indicates a different meaning:

(a) Construction Costs - All costs for construction of the new Potomac River bridge and approaches, including all surveys, designs, plans, plats, contract costs, engineering and overhead costs, as well as payments to Contractors, title searchers, condemnation and court expenses and right of way costs.

(b) Major Repairs - All major work in repairing or reconstructing the new Potomac River Bridge substructure and superstructure, including painting below the roadway, but excluding routine maintenance as hereinafter defined.

(c) Routine Maintenance - Ordinary and normal care and maintenance work, such as but not limited to snow removal, signing, traffic line painting, placing of abrasives and chemicals, cleaning roadway and safety curb surfaces, repairing wearing surface or roadway and painting above deck, but excluding all major repairs as hereinabove defined. Furthermore, this agreement shall not apply to any type of maintenance on approach roads to the new Potomac River bridge, it being agreed that each State will maintain, at its sole cost and expense, its approach roads.

(3) Roads Commission will make or cause to be made, and provide funds initially required for: preliminary surveys, centerline surveys,

soil boring, bridge borings, arrange for and make contacts with Bureau of Public Roads, for that portion of Project in Maryland, prepare bridge design and construction contract plans and specifications for new Potomac River Bridge and for the bridge over the Railroads and approaches in Maryland, as well as acquire and pay for all rights of way necessary for that portion of the Project situated in Maryland. Final bridge design for the new Potomac River Bridge will be subject to Commission approval.

It is understood and agreed that the Roads Commission will, at the proper time, canvass bids for construction of the new Potomac River Bridge and all other work required to complete the portion of Project located in Maryland in the usual manner by advertising, distributing plans and proposals, opening, reading and considering bids in accordance with Maryland law, and make award when and if acceptable low bid is obtained. It being understood, however, that the Commission and County must concur in the amount of the award insofar as their respective interests are concerned, as well as approve the low bidder before award is made by Roads Commission. It is further understood and agreed that Roads Commission will provide necessary construction and materials inspection, as well as general supervision and control of the Potomac River Bridge construction from time of award to final acceptance, and will be partly reimbursed for this expense, including its overhead as hereinafter set forth.

(4) (a) Commission will make or cause to be made, at its sole cost and expense, preliminary surveys, soil borings, except for items covered in Section 3, arrange for and make contact with the Bureau of Public Roads, for that portion of Project in West Virginia, as well as acquire and pay for all rights of way necessary for that portion of Project in West Virginia. The portion of the Potomac River Bridge and abutment fill, located in West Virginia, will be included in the construction contract let by the Roads Commission.

Commission agrees to reimburse Roads Commission for payments made to Contractors for that portion of the work located in West Virginia. In addition, Commission agrees to reimburse Roads Commission for actual cost incurred for inspection and engineering, as well as ten percent (10%) overhead on said inspection and payments to Contractors.

(b) The Potomac River Bridge, as planned, will be located one-third (1/3) in West Virginia, and two-thirds (2/3) in Maryland, and division of cost between the two states will be proportioned accordingly. It is agreed that Commission is responsible and shall reimburse Roads Commission for one-third (1/3) of the cost of the Potomac River Bridge, and that the Roads Commission is responsible for and shall pay two-thirds (2/3) of such construction cost.

(c) Commission shall have the right to place inspectors upon the work performed in West Virginia, and all work in said State shall be subject to the approval of Commissioner or his designated representative. In the event of any changes involving major revision in plans and costs, Roads Commission and Commission will negotiate and arrive at a decision mutually agreeable to both parties.

(d) Roads Commission will pay Contractors under its usual current estimate basis, and accordingly submit and render invoices to Commission; and such invoices will be submitted at intervals of not less than thirty (30) days nor more than sixty (60) days. Said invoices will be in proper ratio for amounts paid Contractors for construction of new Potomac River Bridge, all as set forth herein. Commission agrees to reimburse Roads Commission within sixty (60) days of receipt thereof. For construction and materials inspection costs and overhead costs incurred by Roads Commission, it will prepare and forward invoices to Commission based upon proper ratio as set forth above and said billing to be at about 90-day intervals and Commission agrees to reimburse Roads Commission

within sixty (60) days upon receipt thereof.

(5) The parties agree that the plans and specifications prepared by the Roads Commission, and approved by Commission, will provide for the complete demolition and removal of the old existing river bridge known as the Pinto Bridge. It is agreed that roads now leading to the old river bridge shall remain under the jurisdiction and maintenance responsibility of the parties now discharging same.

It is further agreed by Commission and County that the agreement, dated November 5, 1943, covering the ownership and maintenance of the old river bridge shall be nullified and canceled with the demolition and removal of said bridge. The cost of removal of said bridge will be paid equally by Commission and County. Barricades will be furnished and paid for by the responsible party.

(6) Before any work on the Project is commenced, the Roads Commission will require Contractors to provide all necessary insurance which may be required by the contract documents and see that same are kept in full force and effect until final acceptance of the Project.

(7) (a) Upon completion of the new Potomac River Bridge and its acceptance by Commission and Roads Commission, the title to said bridge and approaches thereto shall be vested in the State of Maryland and the State of West Virginia in proportion to and in accordance with the boundary line between said States, as more particularly established and set forth in Sections 1 and 4 of this agreement.

(b) Upon such completion and acceptance the Commission shall bear the costs of major repairs to the bridge, roadway, substructure and superstructure in West Virginia, and the Roads Commission shall bear the costs of major repairs to the bridge, roadway, substructure and superstructure in Maryland.

(c) For routine maintenance, the division of cost thereof shall be on the basis of the ratio that the length of bridge in each

State bears to the total length thereof and based upon the accepted plans for the bridge the responsibility for routine maintenance shall be one-third (1/3) to West Virginia and two-thirds (2/3) to Maryland. Promptly upon acceptance of the structure by the two States, a plan for performance of and supervision of routine maintenance shall be discussed at a joint meeting of representatives of Commission and Roads Commission. This shall result in recommendation for handling routine maintenance to Commission and Roads Commission and after approval thereof shall result in one of the States assuming the total responsibility for such routine work as the selected State may be best suited or adapted by location and of such State's equipment and personnel. Once selected and approved by Commission and Roads Commission, it shall continue in full force and effect until a subsequent possible redistribution of material, maintenance equipment or maintenance shops location as would justify a change. Irrespective, however, of responsibility of routine maintenance, the State performing the work shall be reimbursed bythe other State at the same ratio set forth above. Invoices to be submitted at quarterly intervals and paid within thirty (30) days after receipt thereof.

(d) Commission shall perform all work and bear all costs of maintaining approaches to the bridge in West Virginia. Roads Commission shall perform all work and bear all costs of maintenance on approaches to the bridge in Maryland.

(8) The Potomac River Bridge shall not be discontinued, abandoned or disposed of without the consent of both the Commission and the Roads Commission. In the event the bridge shall be disposed of, the proceeds derived from such disposal shall be distributed between the Commission and the Roads Commission in the same proportion as those borne by each State in the costs of constructing the bridge.

(9) Any work not specifically provided for herein, shall be accomplished by one of the parties hereto as may be mutually agreed

upon, during the progress of the work. Said agreement will be reduced to writing and executed by the parties before the work is performed.

(10) The terms and conditions of this agreement shall inure to and be binding upon the parties hereto, their successors and assigns.

IN WITNESS WHEREOF, the parties hereto have caused their respective names to be signed by their proper officers thereunto duly authorized as of the day and year first above written.

THE STATE ROAD COMMISSION OF WEST VIRGINIA
a corporation

By: Burl A. Sawyers
Commissioner

ATTEST:

Executive Secretary

Approved as to FORM this
4 Day of Dec, 19 64
T. L. Shreve
ATTORNEY
LEGAL DIVISION, STATE ROAD COMMISSION
OF WEST VIRGINIA

APPROVED:

W. W. Barron, Governor
State of West Virginia

THE STATE ROADS COMMISSION OF MARYLAND

By _____
Chairman and Director of Highways
for the State of Maryland

_____
Chief Engineer - State Roads
Commission

Approved as to form and legal sufficiency this 26 day of
Feb., 1965.

_____
Special Attorney

ATTEST:

Mildred S. Edmunds,
Acting Clerk

COUNTY COMMISSIONERS OF ALLEGANY COUNTY
STATE OF MARYLAND

_____
President

_____

_____

Maintenance

EXCERPT FROM MINUTES OF MEETING OF THE STATE ROADS COMMISSION
WEDNESDAY, MAY 6, 1964

See memo* * *
1/14/70

The Commission approved and Chairman and Director Funk executed triplicate copies of agreement dated January 3, 1964, by and between the Western Maryland Railway Company, party of the first part, therein called "Railway," the State Roads Commission of Maryland, acting for and on behalf of the State of Maryland, party of the second part, therein called "Commission," and the Mayor and Town Council of Westernport, Maryland, party of the third part, therein called "Town," wherein the parties thereto agree as to their respective obligations and responsibilities in connection with the relocation and improvement of Md. Route 135 through Westernport and Md. Route 36 from Westernport toward Phoenix Hill, in Allegany County, Maryland (Contract A-457-13-620), including the installation of railroad automatic flashing light signal protection at the existing intersection of Md. Routes 36 and 135, in accordance with the terms and conditions more fully set forth therein.

The said agreement had been executed previously by the Town and by the Railroad, approved for execution by Chief Engineer Fisher and as to form and legal sufficiency by Special Attorney Seymour.

Copy: Mr. D. H. Fisher
Mr. C. A. Goldeisen
Mr. L. E. McCarl
Mr. F. P. Scrivener (2)
Mr. M. M. Brodsky
Mr. J. D. Bushby (2)
Mr. H. G. Downs (4)
Mr. M. D. Philpot (2)
Mr. A. L. Grubb (2)
Mr. H. C. Bowers
Mr. E. K. Lloyd
Mr. W. B. Duckett (2)
Mr. L. C. Moser (2)
Mr. G. N. Lewis, Jr. (8)
Mr. G. W. Cassell
Mr. C. S. Linville
Secretary's File
SRC-Allegany County
Contract A-457-13-620

MEMORANDUM OF ACTION OF STATE ROADS COMMISSION OF MARYLAND
BY CHAIRMAN AND DIRECTOR JOHN B. FUNK
THURSDAY, JULY 18, 1963
***

Chairman and Director Funk executed agreement, in triplicate, dated July 18, 1963, by and between the State Roads Commission of Maryland, acting for the State of Maryland, therein called "Commission," party of the first part, the Mayor and City Council of Cumberland, Maryland, therein called "City," party of the second part, and The Baltimore and Ohio Railroad Company, therein called "Railroad," party of the third part, wherein the parties thereto agree as to their respective obligations and responsibilities in connection with the construction and maintenance of proposed new overhead bridge over the tracks and property of the Railroad in the vicinity of Wineow Street for the South Approach to the Cumberland Thruway in the City of Cumberland, Maryland, Contract No. A-452-10-620, as more fully recited therein.

The said agreement had been executed previously on behalf of the City by Mayor Earl D. Chaney, and on behalf of the Railroad by Vice President Lloyd W. Baker, approved by Chief Engineer Fisher, and approved as to form and legal sufficiency by Special Attorney C. C. Seymour.

Copy: Mr. D. H. Fisher
Mr. R. J. Hajzyk
Mr. L. E. McCarl
Mr. C. A. Goldeisen
Mr. J. D. Bushby (2)
Mr. M. M. Brodsky
Mr. H. G. Downs (4)
Mr. M. D. Philpot (2)
Mr. H. C. Bowers
Mr. A. L. Grubb (2)
Mr. L. W. Carr
Mr. C. S. Linville
Mr. L. C. Moser (2)
Mr. G. N. Lewis, Jr. (8)
Mr. G. W. Cassell
Secretary's File
SRC-Allegany County
Contract A-452-10-620

1 file

MEMORANDUM OF ACTION OF STATE ROADS COMMISSION OF MARYLAND
BY CHAIRMAN AND DIRECTOR JOHN B. ROBY
TUESDAY, JULY 16, 1963
***

Chairman and Director Roby executed agreement, in triplicate, dated July 10, 1963, by and between the State Roads Commission of Maryland, acting for the State of Maryland, thereto called "Commission," party of the first part, the Mayor and City Council of Cumberland, Maryland, thereto called "City," party of the second part, and the Baltimore and Ohio Railroad Company, thereto called "Railroad," party of the third part, whereby the parties thereto agree as to their respective obligations and responsibilities in connection with the construction and maintenance of proposed new vertical bridge over the tracks and property of the Railroad in the vicinity of Wilson Street for the South approach to the Cumberland Thruway in the City of Cumberland, Maryland, Contract No. A-823-10-629, as more fully recited therein.

The said agreement had been executed previously on behalf of the City by Mayor Earl D. Cheney, and on behalf of the Railroad by Vice-President Glenn E. Baker, approved by Chief Engineer Fisher, and approved as to form and legal sufficiency by Special Attorney C. C. Seymour.

Copy: Mr. C. E. Fisher
Mr. W. J. Hainy
Mr. L. E. McCord
Mr. C. A. Goldsten
Mr. J. D. Tumbly (2)
Mr. R. H. Brooks
Mr. E. C. Owens (2)
Mr. W. C. Phillips (2)
Mr. M. C. Bowers

Mr. A. E. Crouch (2)
Mr. L. E. Gates
Mr. C. S. Ridwell
Mr. L. C. Jones (2)
Mr. C. E. Lewis, Jr. (2)
Mr. G. M. Cassell
Secretary's File
Mr. Hall - Allegany County
Contract A-823-10-629

THIS AGREEMENT, executed in triplicate, made and entered into this 18th day of July, 1963, by and between the STATE ROADS COMMISSION OF MARYLAND, acting for the State of Maryland, hereinafter called "Commission", party of the first part, the MAYOR AND CITY COUNCIL OF CUMBERLAND, MARYLAND, hereinafter called "City", party of the second part, and THE BALTIMORE AND OHIO RAILROAD COMPANY, hereinafter called "Railroad", party of the third part, witnesseth:

WHEREAS, Commission is engaged in the construction of a new State Highway in the City of Cumberland, Maryland, known as "Industrial Boulevard", (South approach to Cumberland Thruway), as well as Maryland Route 51, and

WHEREAS, said new highway will cross overhead by means of an overhead bridge, the tracks and property of Railroad in the vicinity of Wineow Street in said City, and

WHEREAS, when said new overhead bridge and approach highways are constructed in accordance with plans and specifications prepared by or at arrangement of Commission, the Railroad's present Wineow Street underpass bridge will be closed to highway traffic, and

WHEREAS, Railroad now maintains the present Wineow Street underpass structure at its expense and will be relieved of this expense when present underpass structure is closed to highway traffic, and

WHEREAS, City agrees to closing of said Wineow Street underpass and will vacate the said Wineow Street, as a public thorofare, across and under property and tracks of Railroad upon completion of construction of said new overhead bridge structure and approach to Williams Street, and

WHEREAS, Commission may use Federal Aid Highway Funds to assist in financing the Project, except as hereinafter provided, and by reason thereof work and payment by and between parties hereto must comply with all pertinent Federal Rules and Regulations, and

WHEREAS, certain benefits will accrue to City and Railroad by construction of said overhead bridge and, because of such benefits, City and Railroad agree to participate in the cost of the said construction to the extent as hereinafter set forth, and

WHEREAS, the parties hereto are desirous of cooperating with each other in accomplishing the proposed improvement and to enter into an agreement to state more fully the terms and conditions connected therewith.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH, that for and in consideration of the premises, and the sum of $1.00 payable by each party hereto to the other, the receipt whereof is hereby acknowledged, and in further consideration of the mutual covenants hereinafter set forth to be kept and performed, the parties hereto do hereby agree as follows:

ARTICLE I. The Commission will:

Sec. 1. Prepare or cause to be prepared detailed plans and specifications for the improvement, provided that said plans and specifications and any changes therein, shall be subject to the approval (in writing) of the parties hereto, to the extent that their respective interests are affected thereby. Said plans and specifications, when so approved, are made a part of this agreement by reference.

Sec. 2. Advertise the aforesaid work for construction and, in accordance with regular Commission procedure, receive bids for same and the Railroad shall concur in the award of contract for the work.

Sec. 3. Perform all work, in accordance with approved plans and specifications at its expense, except as herein provided.

Sec. 4. Upon completion of the improvement, maintain, replace and renew, said overhead structure and approaches, except as otherwise provided herein. SRC

ARTICLE II. The City will:

Sec. 1. Grant to Commission, the use of any City owned property necessary for the construction and occupation of the improvement.

Sec. 2. Vacate any and all City streets made necessary by the improvement, including that portion of Wineow Street passing under the property and tracks of the Railroad between the new access road and Thomas Street, and does hereby quitclaim to Railroad so much of vacated Wineow Street as is required for Railroad facilities.

Sec. 3. All public utility facilities and City-owned utility facilities within the limits of the improvements herein, which will be required to be relocated and/or revised, shall be so relocated and/or revised in accordance with the provisions of the agreement between the State Roads Commission of Maryland, the Mayor and City Council of Cumberland and the Potomac Edison Company, dated October 25, 1961; the agreement between the State Roads Commission of Maryland, the Mayor and City Council of Cumberland and the Columbia Gas of Maryland, Inc., dated October 25, 1961; the agreement between the State Roads Commission of Maryland, the Mayor and City Council of Cumberland and the Chesapeake and Potomac Telephone Company of Maryland, dated October 25, 1961; and the agreement between the State Roads Commission of Maryland and the Mayor and City Council of Cumberland, dated June 6, 1962.

Sec. 4. Dedicate, take over and maintain as a part of City street system, the new access road leading from present Wineow Street to Power Company's property and crossing under said bridge at centerline Station 535+70± and constructed as a part of the improvement herein contemplated.

Sec. 5. Perform the work and grant the privileges as covered by this article at its own cost and expense which will constitute City's contribution to the cost of the project in return for the benefits derived from said improvement.

ARTICLE III. The Railroad will:

Sec. 1. In so far as it has a legal right and its present title permits, grant and does hereby grant, subject to the terms, limitations and agreements herein set forth, unto the Commission, the right, liberty and privilege of constructing, establishing, maintaining and

renewing a new overhead bridge and highway approaches, as herein described, over the tracks and property of the Railroad.

Sec. 2. In so far as it has the right so to do, quitclaim and does hereby quitclaim to the Commission, without charge, an aerial easement for overhead highway purposes, the total width of which shall be the overall width of the bridge plus five feet on each side thereof, and a ground-easement for any structures or highway fill which under plans referred to in Article I, Section 1, may occupy Railroad's property.

Sec. 3. In so far as it has a legal right and its present title permits, grant and does hereby grant, subject to the terms, limitations and agreements herein set forth, unto the Commission, the right, liberty and privilege of entering upon and taking possession of such Railroad property required for completion of Route 51 Improvement as indicated on Commission's Plats Nos. 18903 to 18908 inclusive. It being understood and agreed, however, that the Commission will pay the Railroad the fair market value on terms to be mutually agreed upon between the parties hereto for the Railroad property so occupied.

Sec. 4. In so far as it has the right so to do, quitclaim and does hereby quitclaim to City, without charge, an easement over property of Railroad occupied by the new access road referred to in Article II, Section 4.

Sec. 5. Perform at its own expense, any temporary or permanent relocation or reconstruction of tracks, signals, fixtures, telephone, telegraph and other wire lines, conduits or pipes, accessories and all Railroad appurtenances and facilities of whatever kind, nature or description made necessary by the improvement.

Sec. 6. Furnish, at its own expense, all flagmen and watchmen, engineering and inspection services made necessary by the improvement, and as prescribed by Railroad's Chief Engineer or his authorized representative. It is agreed, however, that the providing of such watchmen, etc., by Railroad and other precautionary measures taken by either Railroad or Commission, as a consequence of the work of the

Contractor or Contractors, shall not relieve said Contractors from liability for damage arising from their operations.

Sec. 7. Perform the work and grant the privileges as covered by this article at its own cost and expense. Such costs shall constitute Railroad's contribution to the cost of the improvement in return for benefits derived from said improvement.

Sec. 8. Will allow City to install and maintain, without charge by Railroad, water main on new bridge but the plans and method for said installation will be subject to the approval of Commission and Railroad.

Sec. 9. Grant to Commission's Contractors the right to reasonable use of Railroad property in the vicinity of said work, with his construction equipment used in the performance of the work contemplated hereunder.

Sec. 10. Upon completion of the improvement, maintain its roadbed, tracks and all Railroad facilities.

ARTICLE IV - All work herein provided to be done by the Commission and its Contractors on Railroad property shall be done in a manner satisfactory to the Chief Engineer of Railroad or his authorized representative, and shall be performed at such times and in such a manner so as not to interfere with the movement of trains or traffic on the tracks of the Railroad. The Commission agrees to require its Contractors to use all reasonable care and precaution in order to avoid accidents, damage or delay to or interference with Railroad's trains or other property.

ARTICLE V - The Commission shall require its Contractors, upon completion of the work of such Contractors and before final payment is made, to remove from within the limits of the Railroad's land, all machinery, surplus materials, rubbish, or temporary buildings and other property of such Contractors and to leave the said land in a condition satisfactory to the Chief Engineer of Railroad or his authorized representative.

ARTICLE VI - Before any work on said improvement is started, the Commission shall require its Contractor or Contractors, in addition to their construction bonds, to cause to be executed all insurance required by the Special Provisions of the Proposals for the contracts entered into by the Commission and said contracts are hereby incorporated by reference thereto, into this agreement and made a part hereof.

ARTICLE VII

Sec. 1. Commission agrees to permit the Railroad, without charge to the Railroad for such privilege, the right to attach, with the approval of the Commission, and at the expense of the Railroad, to said overhead structure, at any time after completion, signals, sign posts, telegraph, telephone and other wires and devices now used or hereafter to be used in the operation of the Railroad.

Sec. 2. In the event the said bridge structure and approaches and other highway facilities are damaged due to Railroad derailment, accidents or collisions on the Railroad, the Commission shall make the repairs necessary to restore the same substantially to their former condition and the Railroad agrees to reimburse the Commission for the actual cost of such repairs. In the event, however, the said bridge and approaches and other highway facilities are damaged by reason of collision or accident arising out of the use of said highway, the Commission shall make or cause to be made the necessary repairs to restore the same to their former condition without cost to the Railroad.

ARTICLE VIII - This agreement shall inure to and be binding upon the parties hereto, their successors and assigns.

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

ATTEST:

Secretary

STATE ROADS COMMISSION OF MARYLAND

By-

Chairman and Director of Highways
for the State of Maryland

APPROVED:

Chief Engineer-State Roads Commission

Approved as to form and legal sufficiency this 12th day of June, 1963.

Special ~~Assistant~~ Attorney ~~General~~ of Maryland

ATTEST:

MAYOR AND CITY COUNCIL OF CUMBERLAND, MARYLAND

By- Mayor

ATTEST:

Secretary

THE BALTIMORE AND OHIO RAILROAD COMPANY

By- Vice President

STATE OF MARYLAND)
CITY OF BALTIMORE) ss.:

I HEREBY CERTIFY that on this 18th day of July, 1963, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City, personally appeared John B. Funk, Chairman and Director of Highways of the STATE ROADS COMMISSION OF THE STATE OF MARYLAND, and acknowledged the aforegoing agreement to be the act and deed of the State Roads Commission of the State of Maryland, acting for the State of Maryland.

AS WITNESS my hand and Notarial Seal.

Frank J. Pashowski
Notary Public

My Commission Expires

5/3/65

STATE OF MARYLAND)
COUNTY OF ALLEGANY) ss.:

I HEREBY CERTIFY that on this 25th day of June, 1963, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Carl D. Chaney, Mayor of the City of Cumberland, and acknowledged the aforegoing agreement to be the act and deed of the MAYOR AND CITY COUNCIL OF CUMBERLAND, MARYLAND.

AS WITNESS my hand and Notarial Seal.

Phyllis Fraga
Notary Public

My Commission Expires 5-3-65

STATE OF MARYLAND)
CITY OF BALTIMORE) ss.:

I HEREBY CERTIFY that on this 15th day of July, 1963, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Lloyd W. Baker, Vice President of THE BALTIMORE AND OHIO RAILROAD COMPANY, and acknowledged the aforegoing agreement to be the act and deed of THE BALTIMORE AND OHIO RAILROAD COMPANY.

AS WITNESS my hand and Notarial Seal.

George J. [illegible]
Notary Public

My Commission Expires

May 3, 1965

Rd. Exc

EXCERPT FROM MINUTES OF MEETING OF THE STATE ROADS COMMISSION
WEDNESDAY, JUNE 5, 1963
* * *

Mr. Hajzyk informed the Commission of a request by the Mayor and Council of the City of Midland, Allegany County, Maryland, that a portion of Md. 36 be relinquished by the Commission to become a part of the city street system, and thereby permit the city to establish a one-way street system by utilization of present Md. 36 and a parallel street known as Chestnut Street.

Traffic Bureau Chief Lewis commented that the same request has been submitted previously and that although the roadway of Chestnut Street may be satisfactory, there is a bridge on that street which has been deficient in load-carrying capacity.

Mr. Grubb was requested to investigate and report on the capacity of the Chestnut Street bridge.

Copy: Mr. D. H. Fisher
Mr. R. J. Hajzyk
Mr. C. A. Goldeisen
Mr. G. N. Lewis, Jr. (2)
Mr. A. L. Grubb (2)
SRC-Allegany County

Copy: Mr. A. S. Gordon (2)
Mr. D. H. Fisher (2)
Mr. R. J. Hajzyk
Mr. W. E. Woodford, Jr.
Mr. L. E. McCarl
Mr. C. A. Goldeisen
Mr. G. B. Chaires
Mr. F. P. Scrivener
Mr. L. C. Moser (2)
Mr. G. N. Lewis, Jr. (8)
Mr. M. M. Brodsky
Mr. H. G. Downs (4)
Mr. E. K. Lloyd
Mr. E. D. Reilly
Mr. G. W. Cassell
Mr. J. D. Bushby (2)
Mr. Charles Lee
Mr. A. L. Grubb
Mr. M. D. Philpot
Mr. J. E. Gerick
Records & Research Section, R/W Div.
County Commissioners of Allegany County
Secretary's File #18964
" "
SRC-Twelve Year Program
SRC-Allegany County

EXCERPT FROM MINUTES OF MEETING OF THE STATE ROADS COMMISSION
THURSDAY, MAY 16, 1963
* * *

The Commission approved the request of the County Commissioners of Allegany County, Maryland, in a letter dated May 14, 1963, reading as follows:

"As set forth in Section 205, Article 89B Annotated Code 1960, of the laws governing the State Roads Commission of Maryland, we the undersigned members of the County Commissioners of Allegany County request of the Maryland State Roads Commission that the Pinto Bridge and approaches, a distance of 0.77 miles, be added to the document known as the 'Yellow Book' and request that the following project be deleted from the 'Yellow Book' - Maryland Route No. 657 beginning at the Garrett County line and extending toward Maryland Route No. 36, a distance of 0.77 miles."

Pinto Bridge & Approach will be on new location
Will be a state road.

Assigned
MD Route 9

FAS

MEMORANDUM OF ACTION OF STATE ROADS COMMISSION OF MARYLAND
BY CHAIRMAN AND DIRECTOR JOHN B. FUNK
THURSDAY, AUGUST 16, 1962

***

On recommendation of Chief Engineer Fisher, in letter dated August 15, 1962, Chairman and Director Funk executed agreement, in duplicate, dated August 16, 1962, by and between The Western Maryland Railway Company, party of the first part, therein sometimes called "Railway," and the State Roads Commission of Maryland, acting for and in behalf of the State of Maryland, party of the second part, therein sometimes called "Commission," wherein the Railway permits the Commission to construct, repair and maintain, at Commission's sole cost and expense, the highway bridge over Georges Creek located between existing Railway structures for the relocation and improvement of Md. Route 135, Contract No. A-457-15-620, subject to the terms and conditions more fully set forth therein.

The said agreement had previously been executed by the Railway, approved by Chief Engineer Fisher and approved as to form and legal sufficiency by Special Attorney C. C. Seymour.

Copy: Mr. D. H. Fisher
Mr. L. E. McCarl
Mr. C. A. Goldeisen
Mr. J. D. Bushby (2)
Mr. C. L. Wannen
Mr. H. G. Downs (4)
Mr. M. D. Philpot (2)
Mr. W. B. Duckett (2)
Mr. C. S. Linville
Mr. L. C. Moser (2)
Mr. G. N. Lewis, Jr. (8)
Mr. G. W. Cassell
Secretary's File
SRC-Allegany County
Contract #A-457-15-620

Allegany County

THIS AGREEMENT, executed in duplicate, made and entered into this 14th day of August, 1962, by and between THE WESTERN MARYLAND RAILWAY COMPANY, party of the first part, hereinafter sometimes called "Railway", and the STATE ROADS COMMISSION OF MARYLAND, acting for and in behalf of the State of Maryland, party of the second part, hereinafter sometimes called "Commission", witnesseth:

WHEREAS, the Commission proposes to relocate and improve Maryland Route 135 through Westernport toward Luke, in Allegany County, Maryland, and

WHEREAS, the first phase of said relocation and improvement involves the construction of a highway bridge over Georges Creek which will be located between existing Railway structures, the improvement herein referred to being sometimes called the "Project", and

WHEREAS, the parties hereto understand that, pursuant to legislation by the Federal Government, funds may be authorized and allocated by the Bureau of Public Roads for said Project, which will be constructed to minimum Federal and Commission standards and possibly as a Federal Aid Project, and

WHEREAS, to permit construction of said highway bridge, as planned, will require some changes and modifications of existing Railway structures, facilities, retaining walls and plank walkway, and

WHEREAS, the Railway is agreeable to the proposed changes in Railway's structures, facilities, retaining walls and plank walkway, as may be required under terms and conditions hereinafter set forth:

NOW, THEREFORE, this agreement witnesseth that for and in consideration of the sum of One Dollar ($1.00), paid by the Commission to the Railway, the receipt whereof is hereby acknowledged, the parties do hereby agree as follows:

1. The Railway does hereby permit the Commission to construct, repair and maintain, at Commission's sole cost and expense, the highway bridge over Georges Creek located between existing Railway structures for the relocation and improvement of Maryland Route No. 135 in accordance with plans and specifications prepared by the Commission and approved by the Railway, which when so approved are made a part hereof by reference thereto.

2. Railway, insofar as it has the right so to do, hereby grants to the Commission, without monetary consideration, easement for highway bridge over Georges Creek on and across property of the Railway in accordance with Commission's Plat No. 26749 , attached hereto and made a part hereof, said grant to be void if Commission does not start and continue construction of the highway bridge as approved by the Railway within one hundred twenty (120) days from the date of this agreement and said grant to cease and determine at such time as the land ceases to be used for highway purposes, at which time the Commission at its expense will remove the highway bridge and restore the property to its original condition.

3. All work in accordance with the Plans and Specifications for said Project shall be performed by the Commission, the Railway reserving the right to perform or cause to be performed such temporary or permanent alterations of track, tracks, track supports, drainage facilities, bridge structures, walkways, equipment, fixtures, signals, signal posts, telephone, telegraph, trolley and other wires and lines, power transmission line or lines, conduits or pipes, devices, accessories and all Railway appurtenances and facilities of whatever kind, nature or description only insofar as same is made necessary by construction of said Project. Railway's work may be performed by its own forces on a force account basis or by contract (awarded by the Railway, subject to the approval of the Commission), or by a combination of both and the Commission shall reimburse the Railway as provided in Section 12 hereof.

4. Each party shall in carrying out its work on the Project provide the necessary engineering and inspection for their respective parts of the work and the Commission shall reimburse the Railway therefor as provided in Section 12 herein. However, the Commission shall have general charge of the engineering on the Project.

5. Any watchmen or flagmen necessary during the construction period and repair and maintenance periods of said Project to protect or safeguard Railway's traffic shall be provided by the Railway, and the

Chief Engineer of the Railway or his authorized representative shall be the sole judge of when such Railway protection is deemed necessary. The Commission shall provide all necessary watchmen and flagmen to protect highway traffic. The Commission shall reimburse the Railway for Railway protective services in accordance with Section 12 hereof. It is agreed, however, that the providing of such watchmen, etc., by the Railway and other precautionary measures taken either by the Railway or the Commission, as a consequence of the work of the Contractor or Contractors, shall not relieve said Contractors from the liability for damage arising in connection with their operation.

6. All work herein provided to be done by the Commission (including repair and maintenance) on Railway's presently existing right of way shall be done in a manner satisfactory to the Chief Engineer of the Railway or his authorized representative, and shall be performed at such times and in such a manner so as not to interfere with the movement of trains or traffic upon the tracks of the Railway or endanger Railway's property, strcutures or facilities. The Commission agrees to require its Contractors to use all reasonable care and precaution in order to avoid accidents, damage or delay to or interference with Railway's trains or other property.

7. It is agreed that in the construction, repair and maintenance of said Project, all necessary falsework, sheeting, bracing or forms on Railway's property and any other temporary construction and clearances affecting the Railway, shall be subject to the approval of the Chief Engineer of the Railway or his authorized representative.

8. The Commission shall require its Contractors, upon completion of the work of such Contractors and before final payment is made, to remove from within the limits of the Railway's land all machinery, equipment, surplus material, falsework, rubbish, or temporary buildings and other property of such Contractors and to leave the said land in a condition satisfactory to the Chief Engineer of the Railway or his authorized representative.

9. Before any work on said Project is commenced, the Contractor; in addition to his construction bond, shall cause to be executed all insurance required by the Special Provisions of the Proposals for the contracts entered into by the Commission for the construction of the said Project and these contracts are hereby incorporated by reference thereto into this Agreement and made a part hereof.

10. Any work not specifically provided for herein shall be done by one of the parties hereto as may be mutually agreed upon from time to time during progress of the work.

11. Because of the close proximity of the Commission's project to the existing railway bridges and operations and since the said project is of zero benefit to the Railway, the Commission shall, at its own cost and expense, repair, maintain and renew the highway bridge over Georges Creek and all appurtenances and shall also assume the costs and expenses suffered by the Railway, to its property and to its employees, through acts or accidents arising out of the presence or use of Commission's highway improvement project, excepting therefrom, however, such acts or accidents caused by the sole negligence of the Railway, its agents, servants, employees, successors and assigns. The Commission will keep and maintain said highway bridge structure and appurtenances in the condition required to protect and safeguard the adjacent railway bridge abutments, bridge structures, and retaining walls and should Commission so fail to do within a reasonable time after due notice is served by the Railway, Railway may take, at Commission's expense, whatever action it deems necessary to protect said Railway abutments, bridge structures and retaining walls. Any future changes or alterations to the highway bridge and appurtenances shall be performed by the Commission at its expense and under the same terms and conditions as contained in this agreement and shall be subject to the approval of the Railway. It is understood and agreed that before any maintenance, changes or alterations are undertaken to said highway bridge structure and appurtenances by the Commission the Railway shall be notified in writing so that necessary inspectors and flagmen can be furnished by the Railway at Commission's expense should railway so deem their presence necessary. Except as hereinabove provided the Railway shall, regardless of cause, and at its own cost and expense, repair, maintain and renew its tracks and appurtenant facilities.

12. (a) The Commission will reimburse the Railway for all costs and expenses for work and services performed hereunder by the Railway growing out of or in connection with Project covered hereby in accordance with Federal rules and regulations set forth in the Bureau of Public Roads Policy and Procedure Memorandum 30-3, dated August 15, 1955, entitled "Reimbursement for Railroad Work" and amendments thereto. In the event the Railway incurs costs and out-of-pocket expenses in connection with this Project which are either not reimburseable under said Federal Rules and regulations or the Railway is required thereunder to make salvage allowances for any material or equipment or other facilities the Commission shall reimburse the Railway for all such costs, out-of-pocket expense and for such material and equipment not needed by the Railway in its material and equipment inventory.

(b) The Commission will repay the Railway directly for the cost and expense of Railway watchmen and flagmen necessary for protection services only insofar as such expenses and services result from or grow out of Project covered hereunder.

(c) The Commission will repay the Railway for the cost of insurance to be acquired by the Railway to cover the Railway's responsibility to its employees working on the project under the Federal Employers Liability Act and to other persons and for damage to property of other persons, the Public Liability limits to be $250,000/500,000; and Property Damage $250,000/500,000.

(d) Final settlement with Contractors shall be contingent upon a showing that the Railway has been reimbursed for any services or work performed by it for them.

(e) The Commission shall reimburse the Railway monthly for the actual cost of work performed by the Railway. The Railway's claim for reimbursement from the Commission for the work performed by the Railway during any month shall be filed with the Commission not later than the twenty-fifth day of the succeeding month, and shall be paid by the Commission within thirty (30) days thereafter.

13. This agreement covers only that phase of Commission's relocation and improvement project involving construction of a highway bridge over Georges Creek. It is understood and agreed that a separate agreement will be executed by the parties hereto covering acquisition of railway properties, relocation of Railway's facilities, and installation of new facilities for the balance of the improvement project outside of the limits of the new highway bridge over Georges Creek.

14. This Agreement shall inure to and be binding upon the parties hereto, their successors and assigns.

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

ATTEST:

ASSISTANT Secretary

THE WESTERN MARYLAND RAILWAY COMPANY

By

President

ATTEST:

Secretary

STATE ROADS COMMISSION OF MARYLAND

By

Chairman and Director of Highways
for the State of Maryland

APPROVED:

Chief Engineer-State Roads Commission

Approved as to form and legal sufficiency this 14 day of August, 1962.

Special Assistant Attorney General of Maryland

STATE OF MARYLAND)
CITY OF BALTIMORE) ss.:

I HEREBY CERTIFY that on this 16th day of August, 1964, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, personally appeared _____, President of THE WESTERN MARYLAND RAILWAY COMPANY, and acknowledged the aforegoing Agreement to be the corporate act and deed of the said THE WESTERN MARYLAND RAILWAY COMPANY.

AS WITNESS my hand and Notarial Seal.

_____
Notary Public

My Commission Expires

May 6, 1963

STATE OF MARYLAND)
CITY OF BALTIMORE) ss.:

I HEREBY CERTIFY that on this 17th day of August, 1964, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City, personally appeared John B. Funk, Chairman and Director of Highways of the STATE ROADS COMMISSION OF THE STATE OF MARYLAND, and acknowledged the aforegoing Agreement to be the act and deed of the State Roads Commission of the State of Maryland, acting for the State of Maryland.

AS WITNESS my hand and Notarial Seal.

_____
Notary Public

My Commission Expires

May 6 1963

Mr. Cassell

MEMORANDUM OF ACTION OF STATE ROADS COMMISSION OF MARYLAND
BY CHAIRMAN AND DIRECTOR JOHN B. FUNK
THURSDAY, JUNE 14, 1962
* * *

Pursuant to the Commission's action June 28, 1961, concerning its willingness to consider modification with respect to the responsibilities of the City of Cumberland, Utilities and the State Roads Commission in the removal and relocation of all public utilities as provided in the Commission's agreement with the City of Cumberland, dated August 30, 1955, covering construction of the Crosstown Viaduct in Cumberland, known as the Cumberland Thruway project, and, as a result of several meetings between representatives of the Commission and the City of Cumberland to attempt to negotiate a reasonable settlement and to modify the aforementioned agreement, in order to prevent protracted litigation and to resolve the question of the payment of the costs of relocating the publicly owned utilities in a manner equitable to all concerned, and in the public interest in general, Chairman and Director Funk executed agreement, in triplicate, dated June 6, 1962, by and between the State Roads Commission of Maryland, acting for and on behalf of the State of Maryland, therein called "Commission," party of the first part, and the Mayor and City Council of Cumberland, a municipal corporation of the State of Maryland, therein called the "City," party of the second part, wherein the parties thereto agree as to the apportionment of the cost of utility relocations in connection with the construction of the Thruway, as more fully set forth therein.

Said agreement had previously been executed by the City and approved as to form and legal sufficiency by Special Assistant Attorney General Buscher.

Copy: Mr. D. H. Fisher
Mr. C. A. Goldeisen
Mr. L. E. McCarl
Mr. H. G. Downs
Mr. C. L. Wannen
Mr. J. D. Buscher
Mr. J. D. Bushby (2)
Mr. L. C. Moser (2)
Mr. A. L. Grubb
Mr. G. B. Chaires
Mr. C. S. Linville
Mr. G. N. Lewis, Jr. (8)
Mr. W. B. Duckett
Mr. H. C. Bowers
Secretary's File #22554
" "
SRC-Allegany County

See minutes - 6/22/60

CORRECTED COPY

Copy: Mr. A. S. Gordon (2)
Mr. D. H. Fisher
Mr. W. E. Woodford, Jr.
Mr. R. J. Hajzyk
Mr. L. E. McCarl
Mr. C. A. Goldeisen
Mr. G. B. Chaires
Mr. F. P. Scrivener
Mr. L. C. Moser (2)
Mr. G. N. Lewis, Jr. (8)
Mr. C. L. Wannen
Mr. H. G. Downs (4)
Mr. E. K. Lloyd
Mr. W. A. Friend
Mr. G. W. Cassell
Mr. F. V. Dreyer
Mr. J. D. Bushby (2)
Mr. Charles Lee
Mr. A. L. Grubb (2)
Mr. M. D. Philpot
Mr. J. E. Gerick
Records & Research Section, R/W Div.
Allegany County Commissioners
Secretary's File
SRC-Allegany County

MEMORANDUM OF ACTION OF STATE ROADS COMMISSION OF MARYLAND
BY CHAIRMAN AND DIRECTOR JOHN B. FUNK
TUESDAY, NOVEMBER 7, 1961

* * *

NEWLY CONSTRUCTED

Chairman and Director Funk executed for and on behalf of the Commission, the following agreement, in triplicate, dated November 7, 1961, by and between the State Roads Commission of Maryland and the County Commissioners of Allegany County, transferring to the County Commissioners, for maintenance purposes, a portion of existing Mexico Farms Road and a spur road from New Mexico Farms Road to Old Mexico Farms Road, a total distance of 1.21 miles, in Allegany County. Said agreement had previously been executed for the County Commissioners of Allegany County by John J. Rowan, President, approved by Chief Engineer D. H. Fisher and approved as to form and legal sufficiency by Special Attorney C. C. Seymour.

"THIS AGREEMENT, made this 7th day of November 1961, by and between the State Roads Commission of Maryland hereinafter referred to as 'Commission,' party of the first part, and the County Commissioners of Allegany County, Maryland, hereinafter referred to as 'County Commissioners,' party of the second part.

WHEREAS, under authority contained in Section 79 of Article 89B of the Annotated Code of Maryland (1957 Edition), the 'Commission' is empowered to transfer State highways, or portions thereof, to the governing bodies of the several counties of Maryland, for maintenance purposes.

WHEREAS, the governing bodies of the several counties of Maryland are empowered to transfer county roads, or portions thereof, to the State Roads Commission of Maryland, as part of their State Roads System.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH that for and in consideration of the sum of $1.00 and other good and valuable considerations, the receipt whereof is hereby acknowledged, the said 'County Commissioners,' party of the second part, does hereby accept from the 'Commission,' party of the first part, as part of the County Road System, the following described sections of State roads:

AND, NOW THEREFORE, BE IT FURTHER AGREED by the 'County Commissioners' tha they will accept the following described sections of State roads into the County Road System, for maintenance purposes, subject to the continuance in effect of any controls of access which may have heretofore been established by the 'Commission':

CONTRACT A-487-617 FAS.

Former Route Nos.	From	To	Length	SRC Plat Numbers
New construction on relocation	A point on existing Mexico Farms Road (685) 0.68 mile from Md. Route 51, in a westerly direction	Existing Mexico Farms Road west of W. M. R. R.	1.07 mile	23938, 23939, 23940, 23941, 23942, 23943
New construction of spur road	New Mexico Farms Road, northerly	Old Mexico Farms Road	0.14 mile	--
		TOTAL -	1.21 miles	

IN CONSIDERATION of the foregoing, the "County Commissioners," by the execution of these presents, do hereby accept the aforesaid sections of State roads into the County Road System, for maintenance purposes.

IT IS FURTHER UNDERSTOOD AND AGREED between the parties hereto that:

1. The effective date of transfer shall be upon complete approval of this agreement.

2. The mileage respecting the aforementioned sections of State roads will be included in the inventory as of December 1, 1961.

3. The basis for the allocation of funds will include the additional County road mileage in the allocation to Allegany County beginning July 1, 1962.

4. The transfer of said roads will be made on an "As-Is-Basis," which pertains to the existing right of way and to the existing condition of the roads involved, including all appurtenances and bridge structures, at the time of acceptance in the County Road System.

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

STATE ROADS COMMISSION OF MARYLAND
by (signed) John B. Funk
Chairman and Director of Highways

ATTEST:
(signed) C. R. Pease
Secretary

APPROVED
(signed) David H. Fisher
Chief Engineer

APPROVED AS TO FORM AND LEGAL SUFFICIENCY
(signed) C. C. Seymour
Special Attorney

COUNTY COMMISSIONERS OF ALLEGANY COUNTY, MARYLAND
by John J. Rowan
President

ATTEST:
(signed) Jas. G. Stevenson
Chief Clerk to the Board of County Commissioners"

Copy: Mr. D. H. Fisher
Mr. C. A. Goldeisen
Mr. L. E. McCarl
Mr. C. L. Wannen
Mr. G. B. Chaires
Mr. F. P. Scrivener
Mr. E. K. Lloyd
Mr. H. G. Downs (4)
Mr. G. N. Lewis, Jr. (8)
Mr. L. C. Moser (2)
Mr. A. L. Grubb (2)
Mr. S. T. Nottingham
Mr. H. C. Bowers
Mr. J. D. Bushby (2)
Mr. J. Cincibus
Mrs. J. Freeman
Allegany County Commissioners
SRC-Allegany County
Contract A-487-617;FAP#S-SG-564(2)

MEMORANDUM OF ACTION OF STATE ROADS COMMISSION OF MARYLAND
BY CHAIRMAN AND DIRECTOR JOHN B. FUNK
TUESDAY, NOVEMBER 7, 1961
* * *

On recommendation of Chief Engineer Fisher in letter of November 1, 1961, the following final payment was approved, this road to remain a part of the Allegany County system:

Final payment of $4,498.41 for completion of relocation of Mexico Farms Road, providing approaches to the Baltimore & Ohio Railroad Bridge #65-C and the elimination of the present Mexico Farms crossing of the Western Maryland Railroad, for a total length of 1.17 miles (flexible pavement), our Contract #A-487-617;FAP#S-SG-564(2), The Cumberland Contracting Company, contractor. The contract for this work was awarded on September 16, 1960 and was completed on June 26, 1961. The total amount of this contract is $146,126.90.

STATE OF MARYLAND

STATE ROADS COMMISSION

PLAN AND PROFILE OF PROPOSE[illegible]

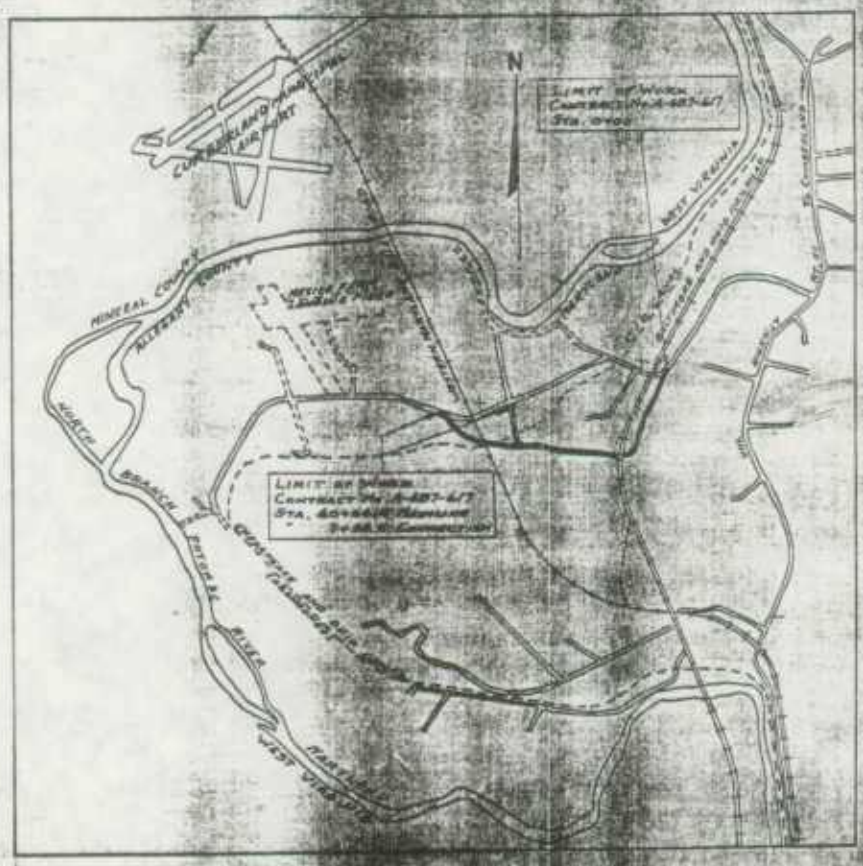
STATE HIGHWAY

FEDERAL AID PROJECT NO. S-SG-564 (2)

MEXICO FARM ROAD RELOCATION

CONTRACT NO. A-487-617

SCALE { PLAN. 1 IN. = 50 FT.
PROFILE HOR. 1 IN. = 50 FT. VERT. 1 IN. = 10 FT.



LOCATION PLAN
SCALE 1" = 2000'
MILEAGE 1.17 MILES

1.17 mi. ±

Mon N

MEMORANDUM OF ACTION OF STATE ROADS COMMISSION OF MARYLAND
BY CHAIRMAN AND DIRECTOR JOHN B. FUNK
FRIDAY, OCTOBER 6, 1961
***

Chairman and Director Funk confirmed prior execution of agreement, in duplicate, dated the 7th day of July, 1961, by and between the State Roads Commission of Maryland, acting for and on behalf of the State of Maryland, party of the first part, therein called the "Commission," and the County Commissioners of Allegany County, Maryland, a body corporate, parties of the second part, therein called the "County," applicable to the following secondary road projects in Allegany County, Maryland, such projects being part of the Secondary System approved by the Bureau of Public Roads, the construction or reconstruction of which is to be financed in part with Federal funds under the provisions of the Federal Aid Highway Acts:

Projects to be Constructed by County Contract

Federal-aid Project Number	Name of Road
S-0163 (1)	Oliver Beltz Road
S-0165 (2)	Town Creek Road

Said agreement stipulates the conditions under which these projects are to be constructed, and states that "Upon completion of the construction of these projects, and after acceptance by the said Bureau of Public Roads, the County agrees to maintain the same as a part of its own road system, at its own expense, and in full compliance with all maintenance and other requirements of the Bureau of Public Roads."

This agreement, which had previously been executed by the County Commissioners of Allegany County, Maryland, had been recommended for approval by Chief Engineer Fisher and approved as to form and legal sufficiency by Special Attorney C. C. Seymour.

Copy: Mr. D. H. Fisher
Mr. W. C. Hopkins
Mr. G. B. Chaires
Mr. L. E. McCarl
Mr. R. J. Hajzyk
Mr. G. W. Cassell
Mr. C. A. Goldeisen
Mr. C. S. Linville
Mr. J. D. Bushby (2)
Mr. F. P. Scrivener
Mr. G. N. Lewis, Jr. (8)
Mr. W. B. Duckett (2)
Mr. H. G. Downs (4)
Mr. A. L. Grubb (2)
Mr. C. L. Wannen
Mr. S. T. Nottingham
Mr. L. C. Moser (2)
Co. Commrs. of Allegany County (3)
Secretary's File
SRC-Allegany County

Copy: Mr. A. S. Gordon (2)
Mr. D. H. Fisher
Mr. W. E. Woodford, Jr.
Mr. R. J. Hajzyk
Mr. W. C. Hopkins
Mr. C. A. Goldeisen
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Mr. W. A. Friend
Mr. E. K. Lloyd (2)
Mr. H. C. Bowers
Mr. F. V. Dreyer
Mr. Charles Lee
Mr. M. D. Philpot (2)
Mr. J. E. Gerick
Records & Research Section, R/W Div.
Washington County Commissioners (2)
Allegany County Commissioners (2)
Secretary's File #18964
" "
SRC-Twelve Year Program
SRC-Allegany County
SRC-Washington County

EXCERPT FROM MINUTES OF MEETING OF THE STATE ROADS COMMISSION
WEDNESDAY, JUNE 28, 1961
* * *

Upon motion duly made and seconded, the following resolution was adopted by the Commission:

WHEREAS, by resolution adopted June 1, 1960, the Commission directed that certain projects be deleted from the "Yellow Book" and substituted in lieu thereof certain sections of "U. S. Route 40 - Sideling Hill Relocation," and

WHEREAS, the Commission has determined that the aforesaid U. S. Route 40 is a primary highway carrying through traffic and that the same should be constructed as soon as possible, and

WHEREAS, Section 205A of Article 89B of the Maryland Code, 1957 Edition, provides that where a primary highway carrying through traffic is constructed sooner than proposed in the Yellow or Green Books, the Commission shall have the authority to construct and improve the remaining projects in the Yellow Book, notwithstanding the mileage limitations provided in Section 205.

NOW, THEREFORE, BE IT RESOLVED: That the State Roads Commission of Maryland hereby rescinds its former action of June 1, 1960, substituting certain sections of U. S. Route 40 in lieu of certain projects listed in the Yellow Book, and

BE IT FURTHER RESOLVED, that in accordance with the requirements of Section 205A of Article 89B, the State Roads Commission does hereby declare U. S. Route 40 as a primary highway carrying through traffic, and in connection with the sections thereof identified as "U. S. Route 40 - Sideling Hill Relocation - 6.595 miles" and "U. S. Route 40 - Sideling Hill Relocation from Washington County westerly - 0.195 miles," and pursuant to the authority in it vested, does hereby authorize the expenditure of such funds as may be necessary for the engineering, acquisition and construction of said sections of said highway.

ALLEGANY

Mr. Cassell

Copy: Mr. A. S. Gordon (2)
Mr. D. H. Fisher
Mr. W. E. Woodford, Jr.
Mr. R. J. Hajzyk
Mr. W. C. Hopkins
Mr. C. A. Goldeisen
Mr. L. E. McCarl
Mr. G. B. Chaires
Mr. F. P. Scrivener
Mr. L. C. Moser (2)
Mr. G. N. Lewis, Jr. (8)
Mr. C. L. Wannen
Mr. J. D. Bushby (2)
Mr. H. G. Downs (4)
Mr. F. V. Dreyer
Mr. W. A. Friend
Mr. E. K. Lloyd
Mr. H. C. Bowers
Mr. Charles Lee
Mr. M. D. Philpot (2)
Mr. A. L. Grubb
Mr. J. E. Gerick
Records & Research Section, R/W Div.
Allegany County Commissioners
Secretary's File #18964
" "
SRC-Twelve Year Program
SRC-Allegany County
Contract A-464-18-620

EXCERPT FROM MINUTES OF MEETING OF THE STATE ROADS COMMISSION
WEDNESDAY, APRIL 5, 1961
* * *

Upon motion duly made and seconded, the following resolution was adopted by the Commission:

WHEREAS, Section 205 of Article 89B of the Maryland Code, 1957 Edition, as amended, provides that the State Roads Commission may, after advising and conferring with the governing body of any county and the legislative delegation from said county, change the priority of construction or transfer from one construction period to another, any project referred to in the "Yellow Book," or substitute any project listed in the "Yellow Book" for a project listed in the "Green Book," and may, upon the written request of a majority of the members of such governing body and a majority of the members of such legislative delegation, substitute a project not included in either the "Yellow Book" or the "Green Book," for a project included in the "Yellow Book," provided any such rescheduling is within the mileage limitations provided in said Section, and

WHEREAS, the requirements of the aforesaid Section having been fully met, it is desired to substitute certain projects in Allegany County as hereinafter more particularly set forth.

NOW, THEREFORE, BE IT RESOLVED:

That the State Roads Commission of Maryland does hereby delete from the projects presently listed in the "Yellow Book" the following projects or portions of projects:

1. 0.94 mile of that project listed in the second four years, between Morantown and Frostburg of Maryland Route 36.

and does hereby substitute in lieu thereof, the following projects or portions of projects:

1. The construction of approximately 0.6 mile of Maryland Route 36 in the vicinity of Valley High School just south of the Town of Lonaconing, and

2. 0.34 mile on U. S. Route 40 covered by Contract A-464-18-620, Town Hill relocation to Sideling Hill.

Copy: Mr. A. S. Gordon (2)
Mr. N. M. Pritchett
Mr. D. H. Fisher
Mr. R. J. Hajzyk
Mr. W. C. Hopkins
Mr. C. A. Goldeisen
Mr. G. B. Chaires
Mr. F. P. Scrivener
Mr. L. C. Moser (2)
Mr. G. N. Lewis, Jr. (8)
Mr. C. L. Wannen
Mr. J. D. Bushby (2)
Mr. H. G. Downs (4)
Mr. W. A. Friend
Mr. W. A. Jordan (2)
Mr. H. C. Bowers
Mr. F. V. Dreyer
Mr. Charles Lee
Mr. S. T. Nottingham
Mr. M. D. Philpot (2)
Mr. A. L. Grubb
Mr. J. E. Gerick
Records & Research Section, R/W Div.
Allegany County Commissioners (3)
Secretary's File
SRC-Allegany County

EXCERPT FROM MINUTES OF MEETING OF THE STATE ROADS COMMISSION
WEDNESDAY, JUNE 22, 1960
* * *

Upon motion duly made and seconded, the following resolution was adopted by the Commission:

WHEREAS, the County Commissioners of Allegany County, in the interest of public health, safety and welfare, did on June 3, 1960, pass a resolution authorizing the State Roads Commission of Maryland to construct No. 162 Federal Aid Secondary Route from Mexico Farms Road - County Road #85 to Proposed Relocated Maryland Route #51 in Allegany County, and to acquire the required right of way; said section of Mexico Farms Road being more particularly shown on State Roads Commission's right of way plats 23938, 23939, 23940, 23941, 23942 and 23943, and

WHEREAS, by the aforegoing resolution, the said County Commissioners of Allegany County transferred and conveyed the above described section of Mexico Farms Road to the State Roads Commission of Maryland; the same to henceforth have the status of a State Road.

NOW, THEREFORE, BE IT RESOLVED, that the State Roads Commission of Maryland hereby formally accepts the transfer and conveyance of the above described section of Mexico Farms Road; the same to henceforth have the status of a State Road, including the authorization of the County Commissioners of Allegany County to acquire the necessary right of way and for the construction thereof.

BE IT FURTHER RESOLVED, that the aforegoing transfer and authority is hereby accepted with the understanding that pursuant to these resolutions the County Commissioners of Allegany County reimburse the State Roads Commission for all costs in connection with the acquisition of the right of way, and the construction of said highway.

Contract #
A-487-615

Copy: Mr. R. F. Gordon (2)
Mr. R. M. Pritchett
Mr. R. E. Fisher
Mr. E. J. Hajek
Mr. J. G. Hasting
Mr. G. A. Hotchkiss
Mr. S. S. Chelin
Mr. W. F. Hoffman
Mr. M. C. Hogan (2)
Mr. R. T. Lind, Jr.
Mr. D. L. Mason
Mr. J. T. Murphy (2)
Mr. D. M. Owens (4)
Mr. W. A. Trend
Mr. T. A. Jordan (2)
Mr. H. C. Moore
Mr. F. V. Tempel
Mr. Charles Lee
Mr. T. Worthington
Mr. W. O. Fletcher (2)
Mr. J. L. Gundy
Mr. J. B. Conlon
Director & Resident Engineer, WAD Div.
Allegany County Commissioners (2)
Secretary's File
PRC-Allegany County

MINUTES FROM MEETING OF BOARD OF ROADS IN THE STATE ROADS COMMISSION
WEDNESDAY, JUNE 27, 1962

* * *

Upon motion duly made and seconded, the following resolution was adopted by the Commission:

WHEREAS, the County Commissioners of Allegany County, in the interest of public health, safety and welfare, did on June 5, 1960, pass a resolution authorizing the State Roads Commission of Maryland to construct No. 167 Federal Aid Secondary State Route Pierce Road - County Road 251 to Proposed Interstate Maryland Route 451 in Allegany County, and to acquire the required right of way and portion of Bowlin Farms Road being more particularly shown on State Roads Commission right of way plans 22532, 22533, 22540, 22541, 22542 and 22543; and

AND WHEREAS, by the aforesaid resolution, the said County Commissioners of Allegany County transferred and conveyed the above described lands of Bowlin Farms, and in the State Roads Commission of Maryland; the same to become part of the system of a State road.

NOW, THEREFORE, BE IT RESOLVED, that the State Roads Commission of Maryland hereby formally accepts the transfer and conveyance of the above described portion of Bowlin Farms Road; the same to be forever part of the State road, including the authorization of the County Commissioners of Allegany County to acquire the due easement right of way and for the construction thereof.

BE IT FURTHER RESOLVED, that the aforesaid transfer and authority is hereby accepted with the understanding that pursuant to these proceedings the County Commissioners of Allegany County reimburse the State Roads Commission for all costs in connection with the acquisition of the right of way, and the construction of said highway.

ALLEGANY COUNTY

Copy: Mr. A. S. Gordon (2)
Mr. N. M. Pritchett
Mr. D. H. Fisher
Mr. R. J. Hajzyk
Mr. W. C. Hopkins
Mr. C. A. Goldeisen
Mr. G. B. Chaires
Mr. F. P. Scrivener
Mr. L. C. Moser (2)
Mr. G. N. Lewis, Jr. (8)
Mr. C. L. Wannen
Mr. J. D. Bushby (2)
Mr. H. G. Downs (4)
Mr. W. A. Friend
Mr. W. A. Jordan (2)
Mr. H. C. Bowers
Mr. F. V. Dreyer
Mr. Charles Lee
Mr. S. T. Nottingham
Mr. M. D. Philpot (2)
Mr. A. L. Grubb
Mr. J. E. Gerick
Records & Research Section, R/W Div.
Allegany County Commissioners (3)
Secretary's File
SRC-Allegany County

EXCERPT FROM MINUTES OF MEETING OF THE STATE ROADS COMMISSION
WEDNESDAY, JUNE 22, 1960
* * *

Upon motion duly made and seconded, the following resolution was adopted by the Commission:

WHEREAS, the County Commissioners of Allegany County, in the interest of public health, safety and welfare, did on June 3, 1960, pass a resolution authorizing the State Roads Commission of Maryland to construct No. 162 Federal Aid Secondary Route from Mexico Farms Road - County Road #85 to Proposed Relocated Maryland Route #51 in Allegany County, and to acquire the required right of way; said section of Mexico Farms Road being more particularly shown on State Roads Commission's right of way plats 23938, 23939, 23940, 23941, 23942 and 23943, and

WHEREAS, by the aforegoing resolution, the said County Commissioners of Allegany County transferred and conveyed the above described section of Mexico Farms Road to the State Roads Commission of Maryland; the same to henceforth have the status of a State Road.

NOW, THEREFORE, BE IT RESOLVED, that the State Roads Commission of Maryland hereby formally accepts the transfer and conveyance of the above described section of Mexico Farms Road; the same to henceforth have the status of a State Road, including the authorization of the County Commissioners of Allegany County to acquire the necessary right of way and for the construction thereof.

BE IT FURTHER RESOLVED, that the aforegoing transfer and authority is hereby accepted with the understanding that pursuant to these resolutions the County Commissioners of Allegany County reimburse the State Roads Commission for all costs in connection with the acquisition of the right of way, and the construction of said highway.

Contract # A 487-617
Completed 6-26-61
Legal Dept. Contacted Allegany C. Comm. by phone 9-18-61
County Commissioners to write letter requesting that road be
transferred back to county.

Copy: Mr. C. T. Gordon (2)
Mr. D. M. Rutledge
Mr. G. B. Ritner
Mr. J. Jaynes
Mr. V. G. Hopkins
Mr. C. R. Robinson
Mr. T. E. Fowler
Mr. F. F. Brinkman
Mr. L. C. Vance (2)
Mr. G. D. Lord, Jr.
Mr. C. M. Owens
Mr. J. T. Cobb (2)
Mr. H. G. Fenn (4)
Mr. T. A. Friend
Mr. T. A. Jordan (2)
Mr. T. C. Moore
Mr. W. V. Cooper
Chester Lee
T. E. Scottsdale
D. Tuliner (2)
A. L. Grubb
R. H. Berlin
Records & Reserve Section, W/C Div.
Alleghany County Commissioners (2)
Secretary's file
Sec. Alleghany County

MINUTES FROM MEETING OF BOARD OF THE STATE DEPT. COMMISSIONERS
WEDNESDAY, JUNE 25, 1969
* * *

Upon motion duly made and adopted, the following resolution was adopted by the Commissioners:

WHEREAS, the County Commissioners of Alleghany County, in the interest of public health, safety and welfare, did on July 3, 1968, pass a resolution authorizing the State Roads Commission of Maryland to construct Mr. Ed Deacon's very farm from Union road - County road to proposed Interstate Highway Route #68 in Allegany County, and to acquire the necessary right of way; said portion of Union Farm Road being more particularly shown on State Roads Commission's right of way plats 25890, 25891, 25892, 25893 and 25894; and

WHEREAS, by the aforesaid resolution, the said County Commissioners of Allegany County authorized and accepted the above described portion of Union Farm Road to the State Roads Commission of Maryland; the same to become part and part of a State Road.

NOW, THEREFORE, BE IT RESOLVED, that the State Roads Commission of Maryland hereby formally accepts the transfer and conveyance of the above described portion of Union Farm Road; the same to become and be a part of a State Road, including the authorization of the County Commissioners of Allegany County to acquire the necessary right of way and for the construction thereof.

BE IT FURTHER RESOLVED, that the aforesaid resolution and authority is hereby accepted with the understanding that pursuant to these resolutions the County Commissioners of Allegany County reimburse the State Roads Commission for all costs in connection with the acquisition of the right of way, and the construction of said roadway.

Form-RW-265

COPY

ALLEGANY

June 8, 1960

Contract: A 487-617
FAP Project S-SG-564
Re: Mexico Farms Road Relocation
File No.: 45572

State Roads Commission
Baltimore, Maryland

Gentlemen:

On June 3, 1960, the County Commissioners of Allegany County adopted a resolution authorizing the State Roads Commission to acquire the necessary rights of way for and construct Relocated Mexico Farms Road. This project totals approximately 1.17 miles, and is indicated on State Roads Commission's right of way plats 23938, 23939, 23940, 23941, 23942 and 23943. Simultaneously with this resolution, the County Commissioners of Allegany County adopted a second resolution agreeing to accept Mexico Farms Road Relocated back into the County Road System for future maintenance and control when this road is completed. Copies of these two resolutions are attached.

In accordance with the request by the County Commissioners of Allegany County, we have agreed to act as their agent in the acquisition of right of way and supervision of construction.

I am also attaching an original and four copies of a resolution to be adopted by the State Roads Commission which will authorize the Commission to acquire the necessary right of way, and proceed with the construction of this proposed highway.

This resolution has been approved as to form and legal sufficiency by Mr. Charles C. Seymour of our Legal Division.

Very truly yours,

(HBP:sc)

LeRoy C. Moser
Chief, Right of Way Division

Attachment

ALLEGANY COUNTY

MEMORANDUM OF ACTION OF STATE ROADS COMMISSION OF MARYLAND
BY CHAIRMAN AND DIRECTOR JOHN B. FUNK
FRIDAY, MAY 20, 1960
* * *

On request of the Allegany County Commissioners, through Mr. John J. Rowan, President, in letter dated April 29, 1960, and concurring in recommendation of Bureau of Programming Chief Wolf, for Division of Planning & Programming Director Hajzyk, in letter of May 10, 1960, Chairman and Director Funk authorized the programming of the following project in Allegany County:

Mexico Farms Road
FAS Route #162
Length of Project: 1.17 miles
Type of Paving: 4" C.R. Base, 4" Plant Mix, 2½" Bit. Conc.
Total Estimated Cost: $188,800.00

C.R. CRUSHER RUN

Mr. Wolf's letter states that the total estimated cost of the improvements is $188,800.00 and Federal funds will participate to the extent of 50% on some sections and 90-10 on the grade separation, the remainder of the cost to be borne by the County. Allegany County has to its credit an unprogrammed balance of $201,519.00 in Federal Aid Secondary funds, which is in excess of $68,000.00 to be expended on these improvements. This project, upon completion, will be maintained by Allegany County as a part of its Secondary System.

Contract # A 487-617
Completed 6-26-61

Copy: Mr. N. M. Pritchett
Mr. W. C. Hopkins
Mr. R. J. Hajzyk
Mr. J. E. Wolf
Mr. C. A. Goldeisen
Mr. G. B. Chaires
Mr. C. S. Linville
Mr. J. D. Bushby (2)
Mr. W. A. Jordan
Mr. F. P. Scrivener
Mr. H. G. Downs (4)
Mr. A. L. Grubb (2)
Mr. G. N. Lewis, Jr. (8)
Mr. L. C. Moser (2)
Mr. C. L. Wannen
Mr. H. C. Bowers
Allegany County Commissioners
SRC-Allegany County

ALLEGANY COUNTY

Copy: Mr. A. S. Gordon (2)
Mr. N. M. Pritchett
Mr. D. H. Fisher
Mr. R. J. Hajzyk
Mr. W. C. Hopkins
Mr. C. A. Goldeisen
Mr. G. B. Chaires
Mr. F. P. Scrivener
Mr. L. C. Moser (2)
Mr. G. N. Lewis, Jr. (8)
Mr. C. L. Wannen
Mr. H. G. Downs (4)
Mr. W. A. Friend
Mr. W. A. Jordan (2)
Mr. H. C. Bowers
Mr. F. V. Dreyer
Mr. J. D. Bushby (2)
Mr. Charles Lee
Mr. M. D. Philpot (2)
Mr. A. L. Grubb
Mr. J. E. Gerick
Records & Research Section, R/W Div.
Allegany County Commissioners
Washington County Commissioners
Secretary's File
Secretary's File #18964
SRC-Allegany County
SRC-Washington County
SRC-Twelve Year Program

Rd. Transfer Allegany

EXCERPT FROM MINUTES OF MEETING OF THE STATE ROADS COMMISSION
WEDNESDAY, JUNE 1, 1960
* * *

Upon motion duly made and seconded, the following resolution was adopted by the Commission:

WHEREAS, Section 205 of Article 89B of the Maryland Code, 1957 Edition, provides among other things that the Commission may substitute after advising and conferring with the governing body of any county and the legislative delegation of said county any construction project listed in the "Yellow Book" for any construction project or projects included in the document referred to as the "Green Book" and,

WHEREAS, the Commission has advised and conferred with the governing bodies and the legislative delegations of Washington and Allegany Counties and pursuant thereto it is desired to substitute certain projects as hereinafter more particularly set forth.

NOW, THEREFORE, BE IT RESOLVED:

That the State Roads Commission of Maryland does hereby delete from the projects presently listed in the "Yellow Book" the following projects or portions of projects:

(1)	Maryland Route 56 from Indian Spring to Big Spring	6.13 miles
(2)	Maryland Route 77 from Frederick County line westerly toward Cavetown	0.465 "
	Total	6.595 miles

and does hereby substitute in lieu thereof the following project or portion of a project:

(1)	U. S. Route 40 - Sideling Hill Relocation	6.595 miles

BE IT FURTHER RESOLVED:

That the State Roads Commission of Maryland does hereby delete from the projects presently listed in the "Yellow Book" the following project or a portion of a project:

(1) Maryland Route 638 from Eckhart Mines to Morantown 0.195 miles

and does hereby substitute in lieu thereof the following project or portion of a project:

(1) U. S. Route 40 - Sideling Hill Relocation from Washington County Line westerly 0.195 miles

Allegany County
Mr. Cassell

EXCERPT FROM MINUTES OF MEETING OF THE STATE ROADS COMMISSION
SATURDAY, OCTOBER 24, 1959
***

Following review of letter, dated October 15, 1959, from City of Cumberland, it was agreed that upon payment of $70,000.00 by the City of Cumberland, release of tax distributions in excess of $210,000.00 now retained by the Commission be paid over to the City of Cumberland, with the understanding that the City of Cumberland will continue annual payments of $70,000.00 through the fiscal year 1963, thereby providing total funds of $490,000.00 as called for in Paragraph 4 of agreement, dated August 30, 1955, between the State Roads Commission of Maryland and the Mayor and City Council of Cumberland, Maryland, in connection with the Cumberland Thruway. In the event the annual payments remaining to be made are not paid over to the State Roads Commission at the beginning of each fiscal year, the State Roads Commission will withhold payment of tax distributions until the annual amount of $70,000.00 is accumulated.

Copy: Mr. N. M. Pritchett
Mr. W. C. Hopkins
Mr. G. B. Chaires
Mr. C. A. Goldeisen
Mr. C. S. Linville
Mr. G. E. Geary (2)
Mr. H. C. Bowers
Mr. W. A. Jordan
Mr. A. L. Grubb
Mr. H. G. Downs
Mr. G. N. Lewis, Jr. (8)
Mr. L. C. Moser (2)
Mr. C. L. Wannen (3 Certified)
Secretary's File #22554
SRC-Allegany County

EXCERPT FROM MINUTES OF MEETING OF THE STATE ROADS COMMISSION
ALBANY, OCTOBER 26, 1939

***

Following review of letter, dated October 25, 1939, from City of Cumberland, it was agreed that upon payment of $70,000.00 by the City of Cumberland, release of its distributions in amount of $210,000.00 now retained by the Commission be paid over to the City of Cumberland, with the understanding that the City of Cumberland will continue annual payments of $70,000.00 through the fiscal year 1943, thereby providing total funds of $490,000.00 as outlined in Interagency Agreement, dated August 30, 1935, between the State Roads Commission of Maryland and the Mayor and City Council of Cumberland, Maryland, in connection with the Cumberland Thruway. In the event the annual payments remaining to be made are not paid over to the State Roads Commission at the beginning of each fiscal year, the State Roads Commission will withhold payment of tax distributions until the annual amount of $70,000.00 is accumulated.

Copy: Mr. H. M. Pritchett
Mr. V. C. Hopkins
Mr. C. B. Coates
Mr. C. A. Donnelson
Mr. C. E. Lanville
Mr. C. E. Shaff (4)
Mr. H. C. Bowers
Mr. H. A. Jordan
Mr. A. L. Grubb
Mr. H. C. Downs
Mr. C. E. Lewis, Jr. (6)
Mr. L. C. Moser (2)
Mr. C. L. Weber (2 Certified)
Secretary's File #22454
Mr. Allegany County

~~Mr Crockett~~

EXCERPT FROM MINUTES OF MEETING OF THE STATE ROADS COMMISSION
WEDNESDAY, SEPTEMBER 16, 1959
***

FILE ALLEGANY COUNTY
~~Road Exchange~~

By appropriate formal action, the Commission authorized Chairman and Director John B. Funk to execute for and on its behalf agreements with counties and political subidivisons, relative to change in status of any road or street within the said county or political subdivision from a local road or street to a State road or street, or from a State road or street to a local road or street, subject to the prior approval of such agreement by the regional member of the State Roads Commission.

Copy: Mr. A. S. Gordon
Mr. N. M. Pritchett
Mr. W. C. Hopkins
Mr. G. B. Chaires
Mr. C. A. Goldeisen
Mr. L. C. Moser (2)
Mr. G. N. Lewis, Jr. (8)
Mr. C. S. Linville (3)
Mr. W. A. Friend
Mr. A. L. Grubb (2)
Mr. H. G. Downs (4)
Mr. W. A. Jordan (2)
Mr. F. V. Dreyer
Mr. M. D. Philpot (2)
Mr. J. D. Buscher
SRC-Organization

A-W

MINUTES FROM MEETING OF MEMBERS OF THE STATE ROADS COMMISSION
WEDNESDAY, SEPTEMBER 16, 1970

***

By appropriate formal action, the Commission authorized Chairman and Director John H. Rhea to execute for and on its behalf agreements with counties and political subdivisions relative to change in status of any road or street within the said county or political subdivision from a local road or street to a state road or street, or from a state road or street to a local road or street, subject to the prior approval of such agreement by the regional member of the State Roads Commission.

Copy: Mr. A. L. Gordon
Mr. H. H. Pritchett
Mr. T. C. Hopkins
Mr. G. E. Cleary
Mr. C. A. Goldsborough
Mr. L. C. Moore (2)
Mr. C. E. Lewis, Jr. (3)
Mr. C. L. Linville (2)
Mr. E. M. Pilson
Mr. A. L. Smith (2)
Mr. H. C. Dunn (3)
Mr. H. A. Jordan (2)
Mr. P. V. Pagan
Mr. H. E. Philpot (2)
Mr. A. B. Bunker
All Regionalists

ALLEGANY COUNTY
BRIDGE NAME

EXCERPT FROM MINUTES OF MEETING OF THE STATE ROADS COMMISSION

FILE

THURSDAY, January 15, 1959

Present: Mr. Robert O. Bonnell, Chairman,
Senator Edgar T. Bennett, and
Mr. John J. McMullen

The Commission formally designated the two span steel arch bridge over the Potomac River, connecting Cumberland, Maryland and Ridgely, West Virginia, as " George Washington's Crossing".

FORMERLY CALLED
(BLUE BRIDGE)
ALSO called "Johnson ST. Bridge"
See Min. 3/8/56

Copies: to Messrs. McMullen
Pritchett
Hopkins
Goldeisen
Lewis
Chaires
Grubb
Moser
Allegany County
Secty's File
Name Designations

Allegany County

EXCERPT FROM MINUTES OF MEETING OF THE STATE ROADS COMMISSION
WEDNESDAY, MAY 14, 1958
***

Present: Mr. Robert O. Bonnell, Chairman, Senator Edgar T. Bennett and Mr. John J. McMullen.

The Commission executed Right of Way Agreement, in triplicate, dated May 14, 1958, by and between Western Maryland Railway Company, as the successor by merger September 1, 1953 to the Cumberland and Pennsylvania Railroad Company, a corporation, party of the first part, and the State Roads Commission of Maryland, acting for the State of Maryland, party of the second part, wherein, in consideration of the covenants and agreements therein contained and set forth, by and on the part of the party of the second part, to be kept and performed, the said party of the first part grants unto the said party of the second part an easement or right of way for a public road (State Route No. 55) over its right of way at Clarysville, Second Collection District, Allegany County, Maryland, as more fully described therein, the said parcels of land being shown on the attached Plat No. 8804 of Contract No. A-422-615, revised April 9, 1958, within red lines, said plat being made part of this agreement, and the party of the second part agrees to provide, at its expense, proper drainage at the grade crossing and the encroachment on right of way of the first party with fill of the road for a distance of 159.03 feet beginning at Valuation Station 395+35.14, referred to therein.

Said Right of Way Agreement, covering right of way required from the Western Maryland Railway Company, R/W File #14555-A, for the improvement of State Route No. 55 between Clarysville and Vale Summit, Allegany County, Maryland, Contract A-422-615, had been concurred in by Chief Right of Way Engineer Moser and approved as to form and legal sufficiency by Special Attorney R. S. Rothenhoefer, and is now to be returned to the Western Maryland Railway Company for execution on its part.

Copy: Mr. N. M. Pritchett
Mr. W. C. Hopkins
Mr. R. E. Jones
Mr. C. A. Goldeisen
Mr. G. B. Chaires (2)
Mr. A. F. DiDomenico
Mr. C. L. Wannen
SRC-Allegany County
Contract A-422-615
Mr. A. L. Grubb (4)
Mr. C. W. Clawson (4)
Mr. G. N. Lewis, Jr. (8)
Mr. A. F. Shure
Mr. H. C. Bowers
Mr. L. C. Moser
Mr. H. G. Downs (2)
Secretary's File

Allegany Co.

EXCERPT FROM MINUTES OF MEETING OF THE STATE ROADS COMMISSION
WEDNESDAY, OCTOBER 2 1957
*****

Present: Mr. Robert O. Bonnell, Chairman, Senator Edgar T. Bennett and Mr. John J. McMullen.

On recommendation of Chief Engineer Pritchett, as set forth in his letter of September 26, 1957, to the State Roads Commission, the following final estimate was approved for payment, this section of road to remain in the County System for maintenance by Allegany County.

Final estimate of $54,739.12 for completion of construction of Md. Route 51, approximately 6 miles south of Cumberland, and consisting of the construction of the roadway, interchange ramps, bridge and drainage facilities constituting the North Branch Access Road, and the rehabilitation of a section of Md. Route 51, a total roadway length of .928 miles in Allegany County, our Contract (PAP-80-564(1) A-466-617. The George F. Hazelwood Company, contractor. The contract for this work was awarded November 2, 1955 and was completed July 5, 1957. The total amount of this contract is $419,793.28.

Copy: Messrs Pritchett, Hopkins, Goldeisen, Morison, Chaires, DiDomenico, Scrivener, Wannen, Lewis, Clawson, Robins, Shure, Bowers.
Co. Commrs. of Allegany Co.
Secretary's File (22551
SRC-Allegany Co.
Contract A-466-617 (FAP #80-564(1)

EXCERPT FROM MINUTES OF MEETING OF THE STATE ROADS COMMISSION
WEDNESDAY, OCTOBER 2, 1957
***

Memo to

Present: Mr. Robert O. Bonnell, Chairman, Senator Edgar T. Bennett and Mr. John J. McMullen.

The Commission executed amendment, in duplicate, dated October 2, 1957, to its agreement, dated July 24, 1957, between the State Roads Commission of Maryland and The Baltimore and Ohio Railroad Company, wherein the Commission and the Railroad agreed to conditions for coordination of the work, as well as the exchange of excess properties and easements for the mutual benefit of the respective interests, in connection with the Railroad's plan for expansion and modernization of its Yard Terminal Facilities at Cumberland, and the improvement and relocation, by the Commission, of its "Maryland Route No. 51, beginning at the intersection of Cresap and Thomas Streets in Cumberland and extending Eastward approximately 6 miles to a locality known as 'North Branch'," (Contract A-452-620 - Industrial Boulevard), providing for the amendment of the said agreement as follows:

"On page 2 of said Agreement, under the heading The Railroad Will add the following paragraphs:

3. Have its contractor perform, at the expense of the Commission, the grading and drainage work required for the relocation of approximately one thousand feet of Route 51 just west of the new highway bridge on Evitts Creek, in accordance with plans and specifications to be furnished by the Commission. The cost of the grading shall not exceed 47½¢ per cubic yard of material.

4. It is understood that before any work is commenced by the Railroad that the unit prices for grading and drainage shall be approved by the Commission. The Railroad will prepare bills monthly against the Commission for the actual work completed.

On page 2 of said original Agreement, under the heading The Commission Will, add the following paragraph:

5. Reimburse the Railroad within thirty (30) days upon presentation of bills therefor.

Other than the above mentioned amendments the said Agreement, dated July 24, 1957, shall be and is to remain in full force and effect."

The said amendment, which had previously been approved as to form and legal sufficiency by Special Assistant Attorney General J. D. Buscher, is to be forwarded to The Baltimore and Ohio Railroad Company for execution on its part.

Copy: Mr. N. M. Pritchett
Mr. W. C. Hopkins
Mr. P. A. Morison
Mr. C. A. Goldeisen
Mr. A. F. Shure
Contract A-452-620
Mr. A. F. DiDomenico
Mr. G. B. Chaires (2)
Mr. C. L. Wannen
Mr. A. L. Grubb (2)
Mr. C. W. Clawson
SRC-Allegany Co.
Mr. G. N. Lewis, Jr.(8)
Mr. F. P. Scrivener
Mr. F. V. Dreyer
Mr. L. C. Moser
Secretary's File #26696

Mrs A

Minutes

ALLEGANY Co.

EXCERPT FROM MINUTES OF MEETING OF THE STATE ROADS COMMISSION
WEDNESDAY, JULY 24, 1957
***

Present: Mr. Robert O. Bonnell, Chairman, Senator Edgar T. Bennett and Mr. John J. McMullen.

On recommendation of Chief Engineer Pritchett in letter of July 19, 1957, the Commission executed duplicate copies of agreement, dated July 24, 1957, by and between the State Roads Commission of Maryland, acting for the State of Maryland, therein sometimes called the "Commission", and The Baltimore and Ohio Railroad Company, therein sometimes called the "Railroad", wherein the Commission and the Railroad agree to conditions for coordination of the work, as well as the exchange of excess properties and easements for the mutual benefit of the respective interests, in connection with the Railroad's plan for expansion and modernization of its Yard Terminal Facilities at Cumberland, and the improvement and relocation, by the Commission, of its "Maryland Route No. 51, beginning at the intersection of Cresap and Thomas Streets in Cumberland and extending Eastward approximately 6 miles to a locality known as 'North Branch'," (Contract A-452-620 - Industrial Boulevard), as more fully set forth therein.

The said agreement, which had previously been approved as to form and legal sufficiency by Special Attorney T. Thornton Murray, is to be forwarded to The Baltimore and Ohio Railroad Company for execution on its part.

Copy: Mr. N. M. Pritchett
Mr. W. C. Hopkins
Mr. P. A. Morison
Mr. C. A. Goldeisen
Mr. A. F. Shure
Mr. A. F. DiDomenico
Mr. G. B. Chaires (2)
Mr. C. L. Wannen
Mr. A. L. Grubb (2)
Mr. C. W. Clawson
Mr. G. N. Lewis, Jr. (8)
Mr. F. P. Scrivener
Mr. F. V. Dreyer
Mr. L. C. Moser
Secretary's File
Contract A-452-620
SRC-Allegany County

THIS AGREEMENT, made and entered into this 24th day of July, 1957, by and between the STATE ROADS COMMISSION OF MARYLAND, acting for the State of Maryland, hereinafter sometimes called the "Commission", party of the first part, and THE BALTIMORE AND OHIO RAILROAD COMPANY, hereinafter sometimes called the "Railroad", party of the second part, witnesseth:

WHEREAS, the Railroad is expanding and modernizing its Yard Terminal Facilities at Cumberland, Maryland, which will extend Eastward for approximately 5 miles, and

WHEREAS, the Commission is improving and relocating its highway, Maryland Route No. 51, beginning at the intersection of Cresap and Thomas Streets in Cumberland and extending Eastward approximately 6 miles to a locality known as "North Branch", and

WHEREAS, the highway improvement will be immediately North and substantially parallel to the Railroad's Yard Terminal Improvement, and

WHEREAS, the parties hereto desire to cooperate with each other in the construction of these improvements in order to coordinate the work, as well as to exchange excess properties and easements in connection therewith:

NOW, THEREFORE, this agreement witnesseth that for and in consideration of the premises and the sum of One Dollar ($1.00), paid by each party to the other, receipt whereof is hereby acknowledged, and of the mutual covenants and agreements herein contained, the parties do hereby agree as follows:

<u>The Railroad Will:</u>

1. Insofar as it has the right to so do, quitclaim or cause to be quitclaimed to the Commission, without charge, all of its right, title and interest in the excess property not required for Railroad Yard Terminal Improvement colored in green on Railroad's Drawing No. 38094 attached hereto and made a part hereof.

2. Insofar as it has the right to so do, quitclaim or cause to be quitclaimed to the Commission, without charge, permanent easements for highway slopes which encroach upon property of the Railroad, the extent of such encroachments to be determined upon completion of the projects described herein.

The Commission Will:

1. Insofar as it has the right to so do, quitclaim or cause to be quitclaimed to the Railroad, without charge, all of its right, title and interest in the excess property now owned or to be acquired by the Commission not required for the highway project colored in yellow on aforesaid Railroad Drawing No. 38094.

2. Insofar as it has the right to so do, quitclaim or cause to be quitclaimed to the Railroad, without charge, permanent easements for Railroad slopes which encroach upon property of the Commission, the extent of such encroachments to be determined upon completion of the projects described herein.

3. Construct new highway bridge over Evitts Creek to conform with the alignment of the Railroad's new concrete arch structure, and perform necessary channel changes to the Railroad's property line.

4. Allow Railroad, at Railroad's expense, to obtain filling material from areas of the proposed highway which are in cut sections provided such material is in excess of that required for the highway project.

Upon completion of said projects, the Railroad shall, at its own cost and expense, repair and maintain all railroad structures, roadbed, tracks and stream channels on Railroad property. The Commission shall, at its own cost and expense, repair and maintain all highway facilities, highway structures and stream channels on Commission's property.

This agreement shall inure to and be binding upon the parties hereto, their successors and assigns.

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

STATE ROADS COMMISSION OF MARYLAND

By Robert O. Bennett

Robert O Bennett Chairman

ATTEST:

C.R. Pease

C.R. Pease

Edgar T. Bennett

Edgar T. Bennett

John J. McMullen

John J. McMullen

ATTEST:

Secretary

THE BALTIMORE AND OHIO RAILROAD COMPANY

By - W.C. Baker

W.C. Baker Vice President

Approved as to form and legal sufficiency

1 July 1957

Special Asst. Attorney General for the State Roads Commission of Maryland

Item → ALLEGANY COUNTY
FREDERICK COUNTY

EXCERPT FROM MINUTES OF MEETING OF THE STATE ROADS COMMISSION
WEDNESDAY, JULY 3, 1957

***

Present: Mr. Robert O. Bonnell, Chairman, Senator Edgar T. Bennett and Mr. John J. McMullen.

According to copy of a memo, dated July 5, 1957, from Chief Engineer Pritchett to Chairman Bonnell, the Commission has given approval to recommendations of Chief Engineer Pritchett, in his letter of June 11, 1957, reading:

"that the Commission approve a widening and resurfacing project five miles in length along U. S. Route 340 and substitute this mileage for a section shown in the gray book of U. S. Route 15 in the Tom's Creek area. Tom's Creek project is being studied for a possible relocation at the request of the Frederick County Planning Commission and the Frederick County Board of Commissioners, and it will not be possible to complete the surveys, plans, acquire the right of way, and advertise the project by the end of the present year. It is recommended that we proceed with the engineering, acquisition of rights of way, and the moving of utilities during the present year and move the advertising date back to the 1958 Program."

and

"On U. S. Route 40, from the Cumberland City limits to an area known as 'Long', we are having considerable difficulty with drainage, and the District Engineer has requested the improvement of this section at as early a date as possible. This is part of a 3.92 mile project listed in the first four years of the 12-Year Program. Mr. Hopkins and Mr. Goldeisen and I have gone over this section with District Engineer Chaires and I am recommending that we substitute the improvement of this section for the Westernport-Phoenix project."

Copy:
Mr. A. S. Gordon
Mr. R. E. Jones
Mr. N. M. Pritchett
Mr. W. C. Hopkins
Mr. P. A. Morison
Mr. C. A. Goldeisen
Mr. A. F. Shure
Mr. T. G. Mohler (2)
Mr. G. B. Chaires (2)
Secretary's File #18964
SRC-Frederick County
Mr. C. L. Wannen
Mr. C. W. Clawson (4)
Mr. F. V. Dreyer
Mr. A. F. DiDomenico
Mr. G. N. Lewis, Jr. (8)
Mr. L. C. Moser
Mr. F. P. Scrivener
Mr. A. L. Grubb
Mr. H. G. Downs
SRC-12 Yr. Program
SRC-Allegany County

ALLEGANY Co.

EXCERPT FROM MINUTES OF MEETING OF THE STA TE ROADS COMMISSION
WEDNESDAY, FEBRUARY 20, 1957
***

Present: Mr. Robert O. Bonnell, Chairman, Senator Edgar T. Bennett and Mr. John J. McMullen.

On recommendation of Chief Engineer Pritchett in letter dated February 18, 1957, the Commission executed triplicate copies of an agreement, dated July 5, 1956, by and between The Baltimore and Ohio Railroad Company, and Western Maryland Railway Company, first party, therein collectively called "Railroad", and State Roads Commission of Maryland, second party, therein called "Utility", wherein the Railroad insofar as it has the power and authority so to do, and subject to compliance with the terms and conditions to be kept and performed by Utility as more fully set forth therein, permits Utility to use one (1) 48-inch concrete pipe culvert across and over or under the tracks, right-of-way and property owned, controlled or operated by Railroad at Station 153+15, V. S. 67.1(2), Mt. Savage, Maryland, in connection with Contract A-465-1-620, Maryland Route 36, U. S. Route 40 to Corriganville.

The said agreement had previously been approved as to form and legal sufficiency by Special Attorney Herbert L. Cohen, and will be transmitted to Mr. C. L. Kroll, Regional Engineer of The Baltimore and Ohio Railroad Company, for execution by the Railroad officials and the subsequent return to the Commission of a completely executed copy for its file.

Copy: Mr. N. M. Pritchett
Mr. W. C. Hopkins
Mr. P. A. Morison
Mr. C. A. Goldeisen
Mr. F. P. Scrivener
Mr. A. F. Shure
Mr. G. B. Chaires (2)
Mr. C. L. Wannen
Mr. A. F. DiDomenico
Mr. G. N. Lewis, Jr.(8)
Mr. L. C. Moser
Mr. F. V. Dreyer
Mr. C. W. Clawson (4)
Mr. A. L. Grubb
Co. Commrs. of Allegany Co.
Secretary's File
SRC-Allegany County

Allegany Co

EXCERPT FROM MINUTES OF MEETING OF THE STATE ROADS COMMISSION
WEDNESDAY, JANUARY 9, 1957
***

Final Estimate

Present: Mr. Robert O. Bonnell, Chairman, Senator Edgar T. Bennett and Mr. John J. McMullen.

On recommendation of Chief Engineer Pritchett, as set forth in his letter of January 8, 1957 to the State Roads Commission, the following final estimate was approved for payment, this section of road to remain in the County system for maintenance by Allegany County:

Final estimate of $34,913.09, for completion of grading, drainage and surfacing of the Mt. Savage School Road, beginning at the intersection of the Mt. Savage-Dutch Hollow Road and State Route #36 in Mt. Savage, located along the Mt. Savage-Dutch Hollow Road for a distance of approximately 0.3 mile, and then by relocation to the Mt. Savage School, for a total distance of 0.848 mile, our Contract A-446-2-617; FAP #S-498(1), The S. T. Brotemarkle Construction Co., Inc., contractor. The contract for this work was awarded June 9, 1954 and was completed on June 26, 1956. The total amount of this contract is $296,362.82.

Copy: Mr. N. M. Pritchett
Mr. W. C. Hopkins
Mr. P. A. Morison
Mr. C.A. Goldeisen
Mr. G. B. Chaires (2)
Mr. A. F. DiDomenico
Mr. F. P. Scrivener
Mr. C. L. Wannen
Mr. C. W. Clawson
Mr. G. N. Lewis, Jr.(8)
Mr. W. O. Robins
Co. Commrs. of Allegany Co.
Cont. A-446-2-617; FAP #S-498(1)
SRC-Allegany County
Secretary's File #20315

Rec. 58.

ALLEGANY Co.

EXCERPT FROM MINUTES OF MEETING OF THE STATE ROADS COMMISSION
WEDNESDAY, JULY 18, 1956
***

Present: Mr. Robert O. Bonnell, Chairman, Senator Edgar T. Bennett and Mr. John J. McMullen.

On recommendation of Chief Engineer Norman M. Pritchett, the Commission executed agreement, in duplicate, dated July 18, 1956, by and between Western Maryland Railway Company, party of the first part, therein called "Railway", and the State of Maryland to the use of the State Roads Commission of Maryland, party of the second part, therein called "Commission", wherein the Railway grants to the Commission the right and license to cut a channel through the roadbed of Railway at approximately Valuation Station 860+00 next to the two cell concrete box culvert just northward of Wrights Crossing at Grahamtown, near Frostburg, Allegany County, Maryland, to relieve a flooding condition at that point, and in the location as shown in red on plan attached thereto and made a part thereof, said right and license to be subject to cancellation on thirty (30) days notice in writing by either party.

Correction of the drainage at the foot of Welsh Hill on Md. 654 is in accordance with Item 11 of resolution adopted October 7, 1955 by the County Commissioners of Allegany County and of resolution adopted November 10, 1955 by the State Roads Commission, regarding transfer of certain State roads located in Allegany County to the County Commissioners of Allegany County, effective July 1, 1956.

See min. 11/10/55 Md 654-Co. 16 Item 11

Said agreement had previously been approved as to form and legal sufficiency by Joseph D. Buscher, Special Assistant Attorney General, and will be transmitted to the Railway Company for execution on its part and the subsequent return to the Commission of completely executed copy for its file.

Copy: Mr. A. S. Gordon
Mr. N. M. Pritchett
Mr. W. C. Hopkins
Mr. W. F. Childs, Jr.
Mr. P. A. Morison
Mr. C. A. Goldeisen
Mr. A. F. Shure
Mr. G. B. Chaires (2)
Mr. W. A. Friend
Mr. F. P. Scrivener
Mr. C. L. Wannen
Mr. A. F. DiDomenico
Mr. G. N. Lewis, Jr. (8)
Mr. L. C. Moser
Mr. F. V. Dreyer
Mr. C. W. Clawson (4)
Mr. A. L. Grubb
Co. Commrs. of Allegany Co.
Secretary's File #23715 (Rd. Exchange)
Secretary's File (W.Md.agr.)
SRC-Allegany County

ALLEGANY Co.

EXCERPT FROM MINUTES OF MEETING OF THE STATE ROADS COMMISSION
WEDNESDAY, JUNE 13, 1956
***

Present: Mr. Russell H. McCain, Chairman, Senator Edgar T. Bennett and Mr. Bramwell Kelly.

On recommendation of Mr. Albert L. Grubb, Chief, Bureau of Bridges, concurred in by Chief Engineer Norman M. Pritchett, the Commission executed agreement, in duplicate, dated June 13, 1956, by and between the State Roads Commission of Maryland, acting for and on behalf of the State of Maryland, party of the first part, therein sometimes called "Commission", and The Western Maryland Railway Company, party of the second part, therein sometimes called "Railway", wherein the Railway, insofar as it has a legal right and its present title permits, and by these presents does grant, subject to the terms, limitations and agreements thereinafter set forth, unto the Commission, the right, liberty and privilege of constructing across right of way, tracks and property of Railway, the Project described as reconstruction and relocation of intersection of U.S. Route 40 and Md. State Route 36 to a new channelized intersection to be situated generally under the Railway's main line steel truss bridge in a locality known as Narrows Park, approximately 2.5 miles northwest of Cumberland in Allegany County, Maryland, Md. 36 bound traffic to cross at grade over a proposed grade crossing of the Railway's Eckhart Branch line track, said crossing to be near the west end of the Railway's existing multiple span brick arch bridge over Wills Creek, the new Md. 36 to span over Braddock Run on a new bridge to be constructed contiguous to and intimately connected to aforesaid Railway's brick arch bridge, also removing retaining wall to southwest of the south abutment of Railway's aforesaid truss bridge as a part of widening U.S. 40 and also excavating into and encroaching on the road bed of Railway's former George's Creek branch line track, all in accordance with the terms and conditions more fully recited therein.

Said agreement had previously been executed on behalf of Western Maryland Railway Company by W. Arthur Grotz, President, and approved as to form and legal sufficiency by T. Thornton Murray, Special Attorney.

Copy: Messrs. Pritchett, Hopkins, Morison, Goldeisen, Chaires, Di Domenico, Wannen, Grubb, Clawson, Shure, Bowers, Moser, Lewis.
Secretary's File
SRC-Allegany County
Cont. A-465-1-620
" A-465-2-620

9

THIS AGREEMENT, executed in duplicate, made and entered into this 30 day of June, 1956, by an between the STATE ROADS COMMISSION OF MARYLAND, acting for and in behalf of the State of Maryland, party of the first part, hereinafter sometimes called "COMMISSION", and THE WESTERN MARYLAND RAILWAY COMPANY, party of the second part, hereinafter sometimes called "RAILWAY", witnesseth;

WHEREAS, U. S. Route 40 intersects and passes beneath an overhead steel truss bridge and tracks of the main line of THE WESTERN MARYLAND RAILWAY COMPANY, and Md. State Route 36 crosses at grade the Eckhart Branch of the same Railway all in a locality known as Narrows Park, approximately 2.5 miles northwest of Cumberland, in Allegany County, Maryland, and

WHEREAS, in order to provide for the constantly increasing growth in the volume of highway travel and to promote the safety of such travel, the Commission desires to reconstruct and relocate the intersection of U. S. Route 40 and Md. State Route 36 as well as considerable portions of State Route 36, as set forth subsequently herein and as indicated on the Plans and in the Specifications for the proposed work which are made a part hereof by reference thereto; the aforesaid work being hereinafter sometimes referred to as the "Project", and

WHEREAS, the parties hereto are desirous of cooperating with each other in accomplishing the proposed Project and to enter into an Agreement to state more fully the terms and conditions connected therewith.

NOW THEREFORE, this Agreement witnesseth that for and in consideration of the sum of Five Dollars ($5.00) paid by the Commission to the Railway, the receipt whereof is hereby acknowledged, and in further consideration of other good and valuable considerations as further stipulated herein, the parties hereto do hereby agree as follows:

SECTION 1. That the Project which is the subject of this Agreement shall include but not be limited to the following:

(a) The present intersection of U. S. 40 and Maryland 36 will be relocated (for the main flow of travel) to a new channelized intersection, to be situated generally under the Railway's main line steel truss bridge previously mentioned. Maryland 36 bound traffic will cross at grade over a proposed grade crossing of the Railway's Eckhart Branch line track, said crossing to be near the west

A-465-2

end of the Railway's existing multiple span brick arch bridge over Wills Creek. The new Maryland 36 will then span over Braddock Run on a new bridge which will be constructed contiguous to and intimately connected to aforesaid Railway's brick arch bridge. Aforesaid grade crossing which will be established shall be protected by flashing light warning signals. The present grade crossing on present Maryland 36 and Eckhart Branch line track to remain in operation, but as aforesaid, it is expected that the major flow of traffic will be diverted to the new crossing. The existing flashing lights and present Eckhart Branch crossing are to remain in place and be operated under the present arrangement.

(b) In building aforesaid channelized U.S. 40 - Md. 36 intersection, it will be necessary to widen and realign U.S. 40 and along the south side thereof. The Commission proposes removing a retaining wall to the southwest of the south abutment of Railway's aforesaid truss bridge as a part of widening U.S. 40 and also excavating into and encroaching on the road bed of Railway's former George's Creek branch line track. Railway agrees to allow the aforesaid work provided, that if at anytime the Railway desires to reestablish or rebuild its George's Creek line track, aforesaid, said restoration and/or rebuilding shall be at the sole cost and expense of the Commission but only to the extent that the aforesaid Railway roadbed has been disturbed by this Project. Said restoration to be by constructing crib walls, retaining walls and other devices meeting with the usual approval of Commission and Railway.

SECTION 2. (a) The Railway, insofar as it has a legal right and its present title permits, by these presents does grant, subject to the terms, limitations and agreements hereinafter set forth, unto the Commission, the right, liberty and privilege of constructing the Project as previously outlined and also as further described herein, across the right-of-way and tracks and making use of the property of the Railway as aforesaid, said Project to be paid for by the Commission and as further provided herein.

(b) The Railway, insofar as it has the right to do so, shall grant or cause to be granted to the Commission, sufficient easements over and across lands owned by it where the same may be involved for the construction and maintenance of the Project as aforesaid, provided metes-and-bounds descriptions are furnished by the Commission for each parcel so occupied.

SECTION 3. Detailed Plans and Specifications for the Project shall be prepared by the Commission. All Plans and Specifications and any changes therein shall be subject to the approval of both parties (in writing) to the extent that their respective interests are affected thereby. In addition, if Federal funds are allocated for the said Project, the aforesaid Plans and Specifications shall also be subject to Federal approval.

SECTION 4. All work in accordance with Plans and Specifications for said Project shall be performed by the Commission, the Railway reserving the right to perform or cause to be performed, such temporary or permanent alterations of track, tracks, equipment, fixtures, signals, signal posts, telephone, telegraph, trolley and other wires and lines, power transmission line or lines, conduits or pipes, devices, accessories, and all Railway appurtenances and facilities of whatever kind, nature or description, only insofar as same is made necessary by construction of said Project. Particular reference is made to Railway's work of installing and placing in operation aforementioned flashing light signals at the crossing to be established at the new channelized intersection. It is understood and agreed that Railway will use second hand signals and materials in so far as practicable now in Railway's stock. These devices shall be fully conditioned, erected, electrically connected and placed in satisfactory operation by Railway. Railway's work may be performed with its own forces on a force-account basis or by contract (awarded by the Railway, subject to the approval of the Commission) or by a combination of both, and the Commission shall reimburse the Railway as provided in Section 12 hereof.

SECTION 5. It is agreed that in construction of said Project, all necessary falsework, bracing or forms on Railway property and any other temporary construction and clearances affecting the Railway, shall be subject to approval of the Railway's Chief Engineer before being used. However, the Railway agrees to permit minor reductions as required, in the hydraulic opening of the Railway's brick arch bridge aforesaid, caused by the construction of new bridge, embankments, retaining walls etc., in connection with new Md. 36.

SECTION 6. Each party shall in carrying out its work on the Project, provide the necessary engineering and insoection for their respective parts of the work and the Commission shall reimburse the Railway therefor as provided in Section 12 herein. However, the Commission shall have general charge of

A-465-2

engineering on the Project.

SECTION 7. Any watchmen or flagmen necessary during the construction period of said Project to protect or safeguard Railway's traffic, shall be provided by the Railway, and the Chief Engineer of the Railway or his authorized representative shall be the sole judge of when such Railway protection is necessary. The Commission shall provide all necessary watchmen and flagmen to protect highway traffic as required. The Commission shall reimburse Railway for Railroad protection services in accordance with Section 12 hereof. It is agreed, however, that the providing of such watchmen, etc., by the Railway and other precautionary measures taken either by the Railway or the Commission as a consequence of the work of the Contractor or Contractors, shall not relieve such Contractors from the liability for damage arising in connection with their operations.

SECTION 8. All work herein provided to be done by Commission on Railway's property shall be done in a manner satisfactory to the Chief Engineer of the Railway or his authorized representative and shall be performed at such times and in such a manner so as not to interfere with the movement of trains or traffic upon the tracks of the Railway. The Commission hereby agrees to require its Contractors to use all reasonable care and precautions in order to avoid accidents, damage or delay to or interference with Railway's trains or other property.

SECTION 9. The Commission shall require its Contractors upon completion of the work of such Contractors and before final payment is made, to remove from within the limits of the Railway's lands all machinery, surplus material, falsework, rubbish or temporary buildings and other property of such Contractors and to leave the said land in a condition satisfactory to the Chief Engineer of the Railway or his authorized representative.

SECTION 10. Before any work on said Project is commenced, the Contractor in addition to his construction bond and any other insurance required by the Specifications, shall cause to be executed all insurance required by the Special Provisions of the Proposals for the contracts entered into by the Commission for the construction of said Project, and these contracts are hereby incorporated by reference thereto into this Agreement and made a part hereof.

SECTION 11. Upon completion of the Project, Railway at its own cost and expense shall maintain and keep in repair, all tracks including rails, ties, fittings, ballast and Railway roadbed and appurtenances, as well as all bridges carrying Railway. Maintenance of rails, ties, fittings and ballast as well as roadbed of Railway shall include the portions at the crossing to be established at the new channelized intersection, but the Commission at its own cost and expense will maintain all paving on approach roads to the new crossing. Commission will also at its sole cost and expense maintain and keep in repair all embankments, highway, highway paving, highway bridges, retaining walls and all highway appurtenances constructed by Commission under this Project. Maintenance and operation of the flashing light warning signals at new crossing by Railway will be also paid for by Commission either on basis of certified invoices prepared by Railway and submitted to State bi-annually or by capitalization of an agreed sum of money in sufficient amount to cover operation and maintenance of said signals with the said sum being allowed as a credit to the Railway to apply to other projects now under consideration by Railway and Commission. Negotiations between Chief Engineer of Railway and Chief Engineer of Commission subsequent to execution of this agreement will determine which method of reimbursement is to be used for operating and maintaining flashing light signals.

SECTION 12. (a) The Commission will pay all costs and expenses attributable and caused by the highway reconstruction and relocation (including cost of installing flashing light signals) as aforesaid, and the construction of the new crossing on relocated State Route 36 and will reimburse the Railway for all costs and expenses of any labor and/or materials (except as in 12c below) which may be required by Railway in connection with any temporary and permanent changes to its tracks and roadbed and other Railway facilities only insofar as such changes are caused solely by the construction of the Project as aforesaid.

(b) The Commission shall at its election, repay the Railway directly or it shall cause its Contractor or Contractors to reimburse the Railway (except as in 12c below) for the cost and expenses of Railway watchmen, flagmen necessary for protection services, engineering and inspection, only insofar as such expenses and services are caused solely by the aforesaid Project. Final settlement with Contractor shall be contingent upon a showing that the

Railway has been fully reimbursed for such services.

(c) The Commission reserves the right to negotiate all reimbursements to Railway including the capital sum for operating and maintaining flashing light signals and the value of Railway land and property occupied and utilized by the Project; said negotiation to set up a sum of money to be determined by the Commission and Railway and to be credited to the Railway's account with the Commission so as to apply to other projects in Maryland now under consideration or to be partially paid in cash, at the option of the Railway, it being understood that the aforegoing arrangement shall apply only to aforesaid other projects wherein Railway is liable to contribute financially toward the cost of construction and maintenance thereof in accordance with Maryland State law.

SECTION 13. This Agreement shall inure to and be binding upon the Parties hereto, their successors and assigns.

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

STATE ROADS COMMISSION OF MARYLAND

ATTEST:

BY

Being all and constituting the
State Roads Commission of the
State of Maryland

WESTERN MARYLAND RAILWAY COMPANY

ATTEST:

BY
President

Secretary

Approved as to form and legal sufficiency this ____ day of _____, 1955.

Special Assistant Attorney General
of Maryland

Allegany County

EXCERPT FROM MINUTES OF MEETING OF THE STATE ROADS COMMISSION
THURSDAY, MARCH 8, 1956
***

Present: Mr. Russell H. McCain, Chairman, Senator Edgar T. Bennett and Mr. Brummell Kelly.

On recommendation of Mr. Albert L. Grubb, Chief, Bureau of Bridges, and in accordance with terms of agreement, dated September 23, 1952, by and between the State Roads Commission of Maryland, acting for and on behalf of the State of Maryland, party of the first part, and the State Road Commission of West Virginia, acting for and on behalf of the State of West Virginia, party of the second part, and the Mayor and City Council of Cumberland, acting for and on behalf of the City of Cumberland, an incorporated municipality, located in Allegany County, Maryland, with regard to the construction of a new bridge across the north branch of the Potomac River between Cumberland, Maryland, and Ridgeley, West Virginia, the Commission executed deed, in triplicate, dated March 8, 1956, by which it conveys, subject to approval of the Board of Public Works of Maryland, unto the City of Cumberland, its successors and assigns, all of its right, title and interest in and to what is known as the Johnson Street Bridge or Blue Bridge, linking the City of Cumberland, Maryland and Ridgeley, West Virginia. Said deed had previously been approved as to form and legal sufficiency by Special Attorney H. S. Rothenhoefer.

Copy: Mr. N. M. Pritchett
Mr. W. C. Hopkins
Mr. P. A. Morison
Mr. C. A. Goldeisen
Mr. G. H. Chaires
Mr. A. F. Shaire
Mr. A. F. DiDomenico
Mr. C. L. Wannen
Mr. L. C. Moser
Mr. A. L. Grubb
Secretary's File #16740 (9/23/52 Agreement)
Secretary's File (Deed)
Contract A-440-1
SRC-Allegany Co.
The State Road Commission of W. Va.

Received Traffic Division 1/23/58

ALLEGANY Co.
FROSTBURG
FEDERAL-AID

EXCERPT FROM MINUTES OF MEETING OF THE STATE ROADS COMMISSION
WEDNESDAY, NOVEMBER 16, 1955
******

Present: Mr. Russell H. McCain, Chairman, Senator Edgar T. Bennett and Mr. Bramwell Kelly

On request of Chief Engineer Norman M. Pritchett, by Assistant to Chief Engineer Austin F. Shure, in letter dated November 10, 1955, the Commission approved the use of Federal-Aid Secondary Funds in the construction of Bowery Street in Frostburg, thereby shifting the Urban Federal-Aid funds allocated to the Town of Frostburg to the Commission for its use in return for a similar amount of Federal-Aid Secondary Funds to be allocated for the purpose of a proposed improvement along Bowery Street in Frostburg.

Copy: Messrs McCain, Pritchett, Hopkine, Morison, Goldeisen, Shure, Chaires, DiDomenico, Wannen, Scrivener, Lewis, Grubb, Clawson, Bowers.
Mrs. G. S. Rice
SRC-Allegany Co.

ALLEGANY COUNTY

At the regular meeting of the State Roads Commission of Maryland held at the office of the said Commission on the 10th day of November, 1955, the following resolution was duly moved, seconded and adopted:

WHEREAS, the State Roads Commission and the County Commissioners of Allegany County, Maryland, under the authority contained in Section 65 of Article 89B of the Annotated Code of Maryland have agreed to change the status of certain roads in Allegany County from State roads to County roads.

NOW, THEREFORE, BE IT RESOLVED by the State Roads Commission of Maryland that the following State roads located in Allegany County be and they are hereby transferred to the County Commissioners of Allegany County and shall henceforth have the status of County roads:

Map No.	Route No.	From	To	Miles	Width
481 1	Md. 135A	Md. 135 near McCoole	U.S. 220	(0.43	24'
482	Md. 135B	Queen St.	U.S. 220	(0.21	24'
478 2	Md. 692	Md. 731	Md. 36 @ Morrison	0.20	18'
479 3	Md. 731	South of Barton	Southerly to Md. 36	1.35	14'
4	Md. 730	Barton	Md. 36	0.22	16'
483 5	Md. 729	Moscow Mills	Md. 36	0.34	16'
484 7	Md. 656	Md. 36 @ Lonaconing	Md. 36	0.65	14'
485 8	Md. 723 728	Md. 36 @ Gilmore	Md. 36	0.16	14'
9	Md. 726	Three Sections at Midland		0.32	14'
23 10	Md. 655	Md. 36	Klondyke	1.36	14'
16 11	Md. 654	Md. 36	Frostburg	0.49	16'
MUNICIPAL ST 12	Md. 45	Linden St. (Frostburg)	Community Park	0.36	15'
13	Md. 717	Md. 36	Blair St. (Frostburg)	0.11	16'
B-277, D-486 15	Md. 743B&D	Two Sections between Allegany Gr. & Eckhart Mi.		0.57	24'
487 16	Md. 724	Wolfe Mill	Md. 395	0.20	22'
488 17	Md. 732	U.S. 40 @ Grabenstein's	U.S. 40	0.33	20'
83 18	Md. 52	E. Lim. Cumberland	Southeasterly	(1.16	15'
				(0.98	20'
A-492 489 19	Md. 48	U.S. 220	Pa. State Line	0.45	14'
B-494 20	Md. 775	3 Sections along Md. 55	Miller to Clarysville	0.37	20'
C-490 493 21	Md. 709	Pa. State Line	U.S. 40	2.96	16'
			TOTAL	13.22	

AND NOW, THEREFORE, BE IT FURTHER RESOLVED by the State Roads Commission of Maryland that the change in status of these roads is authorized under the following conditions set forth in Resolution adopted by the County Commissioners of Allegany County at their meeting on Friday, October 7, 1955, and formally accepted by the State Roads Commission of Maryland this 10th day of November, 1955:

"ITEM 3: Md. Rte. No. 731 located South of Barton, Maryland, leading in a Southerly direction to Md. Route No. 36, a distance of 1.35 miles. This is a bituminous penetration highway 14 feet wide, and in connection with this exchange the State Roads Commission of Maryland will transfer to the County Commissioners of Allegany County the Flat Rock Bridge and the approaches to the same; and the State Roads Commission of Maryland will place an open steel deck on a second bridge on this road located at Morrison, Maryland."

ALLEGANY COUNTY

"ITEM 4: Md. Rte. No. 730 leading from the Town of Barton to Md. Rte. No. 36 a distance of 0.22 miles. This is a bituminous penetration highway 16 feet wide. The exchange of this road is conditioned on the agreement of the State Roads Commission to raise a certain drainage pipe running under said highway, and to otherwise correct the drainage conditions at Berry's Print Shop, located adjacent to this road, and to surface-treat the said road prior to its actual transfer."

"ITEM 5: Md. Rte. No. 729 leading from Moscow Mills to Md. Rte. No. 36 a distance of 0.34 miles. This is a bituminous penetration highway 16 feet wide. The acceptance of this section of Md. Rte. No. 729 is conditioned upon the agreement of the State Roads Commission of Maryland to repair the decking of the bridge located on the section to be transferred, and to surface-treat said road."

"ITEM 7: Md. Rte. No. 656 leading from Md. Rte. No. 36 at Lonaconing to Md. Rte. 36 a distance of 0.65 miles. This is a bituminous surface-treated road 14 feet wide. The acceptance of the exchange of this road is predicated on the agreement of the State Roads Commission that improvements will be made by the said Commission to the bridge preferably by placing an open steel deck thereon, removing the wooden stringers, and replacing the same with steel I-beams, and surface treating the said road."

"ITEM 11: Md. Rte. No. 654 leading from Md. Rte. No. 36 to Frostburg, Maryland, a distance of 0.49 miles. This is a bituminous penetration road 16 feet wide. This exchange is accepted by the County Commissioners on condition that the State will correct a serious drainage problem at the foot of Welsh Hill on said Rte. 654." SEE MINUTES JULY 12, 1956

"ITEM 12: Md. Rte. No. 45 leading from Linden Street in Frostburg, Maryland, to the Community Park in Frostburg, Maryland, a distance of 0.36 miles. This is a concrete highway 15 feet wide. This exchange is accepted by the County Commissioners for further exchange with the Mayor and City Council of Frostburg."

"ITEM 15: Md. Rte. 743B&D - 2 sections of road between Allegany Grove and Eckhart, Maryland, having a total distance of 0.57 miles. These are 18 foot bituminous penetration roads with 3 foot concrete shoulders on either side, having a total road surface of 24 feet. These two old sections of U. S. Rte. No. 40 will be accepted by the County Commissioners of Allegany County providing that the State will construct an appropriate barricade at the end of the same and erect a dead-end sign."

"This exchange of roads shall become effective on July 1, 1956.

"The mileage hereby transferred to the County Roads system and accepted as a part of said system shall be accredited to the total County Road mileage for gasoline tax revenues earned on said roads after the effective date of said transfer."

ADOPTED THIS 10th DAY OF NOVEMBER, 1955

STATE ROADS COMMISSION OF MARYLAND

By_____
Russell H. McCain, Chairman

Attest:

_____
C. R. Pease, Secretary

COPY

September 2, 1955

Mayor and City Council of Cumberland
Cumberland, Maryland

Attention: Hon. Roy W. Eves, Mayor

Gentlemen:

Enclosed herewith is fully executed copy of agreement, dated August 30, 1955, by and between the State Roads Commission of Maryland, acting for and on behalf of the State of Maryland, party of the first part, and the Mayor and City Council of Cumberland, Maryland, a body corporate, party of the second part, for construction of the proposed crosstown viaduct with its approaches in Cumberland.

Very truly yours,

C. R. Pease
Secretary

CRP:MLK

Secretary's File

No. 22554

EXCERPT FROM MINUTES OF MEETING OF THE STATE ROADS COMMISSION
TUESDAY, AUGUST 30, 1955
***

Present: Mr. Russell H. McCain, Chairman, Senator Edgar T. Bennett and Mr. Bramwell Kelly.

The Commission approved and Chairman Russell H. McCain executed for and on its behalf agreement, in triplicate, dated August 30, 1955, by and between the State Roads Commission of Maryland, acting for and on behalf of the State of Maryland, party of the first part, and the Mayor and City Council of Cumberland, Maryland, a body corporate, party of the second part, pertaining to the construction and maintenance of "the proposed crosstown viaduct in Cumberland to the extent of the following; namely, the crosstown viaduct with its approaches, known as lines 'A', 'B', and 'C' as referred to in the 1949-1950 Report of the Traffic Study of Cumberland."

Said agreement, which had previously been executed by the Mayor and City Council of Cumberland by Mayor Roy W. Eves, and approved as to form and legal sufficiency by Special Assistant Attorney General Joseph D. Buscher, was recommended for approval by Chief Engineer Norman M. Pritchett.

Copy: Mr. R. H. McCain
Mr. N. M. Pritchett "
Mr. W. C. Hopkins "
Mr. P. A. Morison "
Mr. C. A. Goldeisen "
Mr. A. F. Shure "
Mr. G. B. Chaires "
Mr. H. C. Bowers "
Mr. A. F. DiDomenico "
Mr. A. L. Grubb "
Mr. C. W. Clawson "
Mr. G. N. Lewis, Jr. "
Mr. L. C. Moser "
Mr. C. L. Wannen "
Secretary's File
SRC-Allegany County

Secretary's File
No. 22554

THIS AGREEMENT, made this 30th day of August, in the year nineteen hundred and fifty-five, by and between the STATE ROADS COMMISSION OF MARYLAND, acting for and on behalf of the STATE OF MARYLAND, party of the first part, hereinafter called the "COMMISSION", and the MAYOR AND CITY COUNCIL OF CUMBERLAND, MARYLAND, a body corporate, party of the second part, hereinafter called the "CITY",

Witnessth:

WHEREAS, the City and the Commission desire to enter into the construction of the proposed crosstown viaduct in Cumberland to the extent of the following; namely, the crosstown viaduct with its approaches, known as lines 'A', 'B', and 'C' as referred to in the 1949-1950 Report of the Traffic Study of Cumberland. No separate leg of the proposed improvement is to be considered as a single or unrelated portion of the project.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH: That the Commission and the City in consideration of the premises and mutual covenants hereinafter expressed hereby agree to do the following:

1. The Commission shall prepare all plans, specifications, estimates and other data necessary to comply with the Federal requirements and as a part of the cost of the project or projects.

2. The Commission shall assume full responsibility for the construction of the facility.

3. The rights of way to support the project shall be acquired by the Commission, the total expense of which shall be included as a part of the total cost of the project; however, any City owned lands which will be encompassed by the crosstown viaduct or its facilities are to be a part of the City's contribution to the facility.

4. Federal assistance will be requested and used in the construction of the project insofar as Federal-Aid Urban Funds are available for the years preceeding and through 1955, 1956, and 1957, and amounting to approximately $490,000.00. In addition thereto, the City will make available from the Gasolene Tax and Motor Vehicle

Revenue, or from any other source that may be legally available to it, such as from the sale of municipal bonds should the same be authorized by the General Assembly of Maryland, as match monies for these Federal Funds the amount of $70,000.00 annually for the years 1954 to 1960, inclusive. The aforesaid contributions aggregating $490,000.00 shall be the maximum cash contribution required to be made available by the City for the use of the State Roads Commission for this project. The City will further contribute as follows:

a) The City will assume the cost of the relocation of or installation of any public utilities which might be involved in the construction of the crosstown viaduct and its facilities, known as Lines 'A', 'B', and 'C', except such facilities as are customarily adjusted ~~by~~ by their owners.

b) The City to be responsible for the installation of traffic control signals along the proposed crosstown viaduct and its approaches.

c) The City will widen the curb returns on the streets intersecting Henderson Boulevard to facilitate turning movements at these points.

d) The City to provide for the adjustment of automatic signals along Baltimore Street to allow progressive movement of traffic along this street and provision for a left-turn phase at each intersection.

e) The City to prohibit parking on Centre and Mechanic Streets, between Williams and Baltimore Streets.

f) The City to close to traffic Reynolds Street and Monroe Street at their intersection with the Central Avenue approach to the crosstown viaduct.

g) The City to assume the cost of installation and maintenance of any street lighting required along the new facility.

5. The City shall be required to furnish any curbs, gutters or sidewalks which the City desires, which is not a necessary adjunct to the Construction of the highway itself.

6. The work as contemplated with the funds indicated here-

in as being available constitutes the first phase of the proposed improvement, referred to in the Twelve-Year Program as a project through Cumberland. However, the cash contributions required of the City of Cumberland for matching funds shall not be in excess of the $490,000.00 set forth in Paragraph 4 of this Agreement, regardless of whether or not this project is completed in the first phase of the aforementioned Twelve-Year Program or thereafter.

7. This agreement, which constitutes the first stage of the new location through Cumberland, must be consummated by August1 ____, of 1954, otherwise there will be no choice other than to delete this project from the 1954 Program and assign engineering personnel and Federal-Aid Urban Funds to other agreed upon projects.

8. Upon the completion of the project and its acceptance by the Bureau of Public Roads and this Commission, the Commission agrees to take over and maintain the project in compliance with the regulations of the Bureau of Public Roads relating to Urban projects upon which Federal-Aid Urban Funds have been expended.

9. The City to take over for maintenance Henderson Boulevard and Front Street (between Henderson Boulevard and Baltimore Avenue), as now maintained by the State Roads Commission. This street mileage will, of course, qualify for additional motor vehicle revenues to the City of Cumberland.

10. All intersecting City streets and/or service roads constructed or reconstructed by the Commission as part of this project are to be turned over to the City for maintenance upon completion of this project. Any future service roads are to be the obligation of others than the Commission.

11. Should the State Roads Commission deem it feasible to permit parking under any portion of the crosstown viaduct, or on any rights of ways that the State might have obtained for the construction of this project, it agrees that any revenues realized from such parking shall be retained by the City, and the City shall maintain any areas used for parking purposes.

IN WITNESS WHEREOF, The parties hereto have caused these presents to be executed, the Mayor and City Council of Cumberland, Maryland, having duly authorized the execution of this agreement by its Mayor, the Same having been duly attested by the City Clerk,

and the State Roads Commission of Maryland, having caused the same to be executed by its Chairman, duly attested by its Secretary, the day and year first above written.

MAYOR AND CITY COUNCIL OF CUMBERLAND

By: Roy W. Eves
Roy W. Eves
MAYOR

ATTEST:

Wallace G. Ullery
Wallace G. Ullery
CITY CLERK

STATE ROADS COMMISSION OF MARYLAND

By: Russell H. McCain
Russell H. McCain
CHAIRMAN

WITNESS:

SECRETARY

Recommended for approval:

8/30/55 Norman M. Pritchett
Date Chief Engineer

Approved as to form and legal sufficiency:

Joseph D. Bruscho
Date 8/30/55 Special Asst. Atty. General

EXCERPTS FROM MINUTES OF MEETING OF THE STATE ROADS COMMISSION
TUESDAY, JUNE 1, 1954
*****

Present: Mr. Russell H. McCain, Chairman, Senator Edgar T. Bennett, and Mr. Bramwell Kelly.

On recommendation of Chief Engineer N. M. Pritchett, as set forth in his letter of May 27, 1954 to the State Roads Commission, the following final estimate was approved for payment, this section of road to remain in the County System for maintenance by Allegany County. Detail of the cost of this contract will be submitted by the Comptroller and recorded in the minutes at a subsequent meeting of the Commission.

Final estimate of $8,890.61 for completion of construction of a sand base course on the Mill Run Road, beginning at the old Westernport Lonaconing Road, at George's Creek, and extending northwesterly toward the Garrett County Line for a distance of 1,192 ~~miles~~ feet, our Contract #A-382-1-617 FAP#S-443 (3), The George F. Hazelwood Company, contractor. The Contract for this work was awarded on August 3, 1950 and was completed on April 9, 1952. The total amount of this contract is $70,542.60.

Copy: Messrs Pritchett, Hopkins, Morison, Goldeisen, Chaires, DiDomenico, Scrivener, Wannen, Clawson, Lewis, Robins.
Co. Commrs. of Allegany Co.
Contract #A-382-1-617 FAP#S-443 (3)

0.226 mi. ±

Mr Cassell

EXCERPT FROM MINUTES OF MEETING OF THE STATE ROADS COMMISSION
WEDNESDAY, MAY 12, 1954
****

Present: Mr. Russell H. McCain, Chairman, Senator Edgar T. Bennett and Mr. Bramwell Kelly.

On recommendation of Chief Engineer Norman M. Pritchett, as set forth in his letter of May 5, 1954 to the State Roads Commission, the following final estimate was approved for payment, this section of road to remain in the County system for maintenance by Allegany County. Detail of the cost of this contract will by submitted by the Comptroller and recorded in the minutes at a subsequent meeting of the Commission.

Final estimate of $5,343.30 for completion of shale base and bituminous armor cost on a section of the Lower Town Creek Road, beginning at a point approximately 2.0 miles south of Flintstone and extending southerly toward Town Creek for a distance of 1.016 miles, our Contract #A-423-1-617 FAF#S-191(1). The George F. Hazelwood Company, contractor. The contract for this work was awarded on October 4, 1950 and was completed on April 2, 1952. The total amount of this contract is $41,167.78.

Copy: Messrs Pritchett, Hopkins, Morison, Goldeisen, Chaires, DiDomenico, Scrivener, Wannen, Clawson, Lewis, Robins.
Co. Commrs. of Allegany Co.
Contract #A-423-1-617

Mr Cassell

EXCERPT FROM MINUTES OF THE STATE ROADS COMMISSION
WEDNESDAY, FEBRUARY 10, 1954
***

Present: Mr. Russell H. McCain, Chairman, and Senator Edgar T. Bennett.

On recommendation of Chief Engineer Norman M. Pritchett, as set forth in his letter of February 8, 1954 to the State Roads Commission, the following final estimate was approved for payment and this section of highway accepted into the State Roads System for maintenance. Detail of the cost of this contract will be submitted by the Comptroller and recorded in the minutes at a subsequent meeting of the Commission.

Final estimate of $3,345.61 for completion of screenings foundation layer, macadam base course and penetration macadam surface course along the Williams Road, and extension of State Route #52, beginning approximately 1.85 miles east of State Route #51 and extending southeasterly toward Twiggtown for a distance of 0.983 mile, our Contract #A-424-1-617; FAP#S-192 (1). The Cumberland Contracting Company, contractor. The contract for this work was awarded on March 5, 1951 and was completed on October 8, 1952. The total amount of this contract is $154,703.67.

Copy Messrs Pritchett,
Hopkins
Morison
Goldeisen
Chaires
DiDomenico
Scrivener
Wannen
Clawson
Lewis, Jr.,
Robins
Rice
Co. Commrs. of Allegany Co.
SRC-Allegany Co.
Cont. #A-424-1-617; FAP #S-192 (1)

D. W. Connell

EXCERPT FROM MINUTES OF MEETING OF THE STATE ROADS COMMISSION
WEDNESDAY, AUGUST 2, 1950
****

Present: Senator Joseph M. George and Mr. Russell H. McCain.

Following review, the Commission approved the Federal Aid Primary System, the Federal Aid Secondary System and the Federal Aid Urban System within the town of Cumberland as shown on map submitted with recommendation of Chief Engineer W. F. Childs, Jr. in letter dated July 24.

Copy: Mr. W. F. Childs, Jr. (2)
Mr. G. N. Lewis, Jr.

ALLEGANY

AN ORDINANCE granting to the State of Maryland, to the use of the State Roads Commission of Maryland, the public easement in the bed of Washington Street, one of the streets in the Town of Westernport, Maryland, extending for a width of twenty-six (26) feet and beginning on said street at the present Maryland Route #36, within the corporate limits of the Town of Westernport, and extending to the bridge over Georges Creek, to the full extent of the rights, powers and title thereto now vested in The Mayor and Council of Westernport, a municipal corporation of the State of Maryland, insofar as may be necessary for public thoroughfares over said streets, and relinquishing to the State of Maryland, to the use of the State Roads Commission of Maryland, the jurisdiction and control over said streets to the full extent provided in the Acts of the General Assembly of Maryland, under which the State Roads Commission is now constructing, reconstructing and maintaining public roads and highways.

WHEREAS, it is the desire of the State Roads Commission of Maryland to include said Washington Street in the Town of Westernport, in its network of State highways, and to incorporate same into the State System of Roads and Bridges, over which it has jurisdiction and control; and

WHEREAS, the said State Roads Commission of Maryland has requested that for the purposes aforesaid, the public easement in the bed of said street, to the full extent of the rights, powers and title thereto which is now vested in The Mayor and Council of Westernport, so far as the same may be necessary for the purpose of State highways, be granted to the State of Maryland, to the use of the State Roads Commission of Maryland pursuant to the provisions of the several Acts of the General Assembly of Maryland under which the said State Roads Commission is constructing, reconstructing and maintaining public roads and highways; and furthermore that the said The Mayor and Council of Westernport shall relinquish to the State of Maryland to the use of the State Roads Commission of Maryland, jurisdiction and control over the said bed of said Washington Street, as a public highway, to

the extent provided in the above mentioned Acts of Assembly, so that the same may be hereafter under the jurisdiction and control as aforesaid, of the State Roads Commission of Maryland, its successors or assigns, and any other official or agent, who may hereafter be assigned by the State of Maryland for the performance of such duties; and

WHEREAS, all public utilities having franchise rights over, on and under said Washington Street, have consented to the granting of said public easement by The Mayor and Council of Westernport to the State of Maryland, to the use of the said State Roads Commission of Maryland, and

WHEREAS, The Mayor and Council of Westernport have agreed to comply in full with the requests aforesaid and deem the same desirable.

SECTION 1. NOW, THEREFORE, BE IT ENACTED AND ORDAINED BY THE MAYOR AND COUNCIL OF WESTERNPORT, That the public easement in the bed of Washington Street, one of the streets in Westernport, Maryland, extending for a width of twenty-six (26) feet, and beginning at the present Maryland Route #36 within the corporate limits of the Town of Westernport, on said street, and extending to the bridge over Georges Creek, to the full extent of the rights, powers and title thereto now vested in The Mayor and Council of Westernport, be and the same is hereby granted to the State of Maryland, to the use of the State Roads Commission of Maryland, its successors or assigns, so far as the same may be necessary for the construction, reconstruction and maintenance of the same as a public highway of the State of Maryland.

AND The Mayor and Council of Westernport do hereby transfer to the State of Maryland, to theuse of the State Roads Commission of Maryland, jurisdiction and control over the bed of said Washington Street, for a width of twenty-six (26) feet to the extent provided in the Acts of the General Assembly of Maryland, relating to State Roads, so that such jurisdiction and control may be hereafter exercised by the State Roads Commission of Maryland, or any official or officials, agent or agents of the State of Maryland to whom the same may be delegated or committed.

Sec. 2. Nothing in this Ordinance contained shall be taken or construed to deprive The Mayor and Council of Westernport of the right to exercise police powers over said streets within the corporate limits of the Town of Westernport to the same extent as the same has heretofore been exercised, or to permit such work thereon or therein in the construction and maintenance of such public improvements as may from time to time, in the judgment of said Mayor and Council and the Chief Engineer of the State Roads Commission, be necessary and proper. Such work, however, to be done under the supervision and to the satisfaction of the State Roads Commission and without any expense to the said State Roads Commission upon the giving of at least ten (10) days written notice to said State Roads Commission prior to the commencement of such work, except that emergency repairs may be made at any time without notice, provided notice is given immediately to said State Roads Commission, so that it shall have the opportunity to inspect and approve said work.

IT is understood that The Mayor and Council of Westernport shall reserve the right to install, maintain and use parking meters on said streets, ina manner so that through traffic will not be endangered, delayed or interfered with. It is further understood that special parking privileges for physicians and for other similar emergency purposes will be reserved to the said The Mayor and Council of Westernport. The Mayor and Council of Westernport shall retain the duties and be solely responsible for the cleaning of said streets, the removal of snow and debris therefrom, and the maintenance and provision of proper drainage facilities thereon.

Sec. 3. ALL Ordinances or parts of Ordinances inconsistent with the provisions of this Ordinance are hereby repealed to the extent of such inconsistency.

Sec. 4. THAT this Ordinance shall not take effect until there has been filed with The Mayor and Council of Westernport, Maryland, by the said State Roads Commission of Maryland, a written acceptance of the terms of this Ordinance within ninety (90) days from the date of the passage

of same. In the event said State Roads Commission of Maryland shll fail to file said notice of acceptance as aforesaid within ninety(90) days from the date of passage of same by The Mayor and Council of Westernport, Maryland, then this Ordinance shall be null and void, and of no effect, and all rights and privileges hereby granted shall cease and determine. Upon the adoption of the said Ordinance and the acceptance as aforesaid, it is understood and agreed that the terms of this Ordinance shall constitute a valid contract between the Town of Westernport and the State Roads Commission of Maryland.

ORDAINED and enacted into an Ordinance this 3 day of May 1950.

Attest:

Catherine B. Dailey
Clerk

THE MAYOR AND COUNCIL OF WESTERNPORT
MARYLAND

By Geo. Knight
Mayor

Accepted this 8th day of June 1950.

STATE ROADS COMMISSION OF MARYLAND

By [illegible]
Chairman

Attest:

[illegible]
Secretary

Acting for

Approved as to form
and legal sufficiency

[illegible]
Special Attorney

Recommended for approval.

6/8/50 [illegible]
Date Chief Engineer

S.R.C. Minutes

EXCERPT FROM MINUTES OF MEETING OF THE STATE ROADS COMMISSION
THURSDAY, JUNE 8, 1950

Present: Senator Joseph M. George and Mr. Russell H. McCain.

The following Ordinance enacted by The Mayor and Council of Westernport, Maryland, on the 31st day of May 1950, and signed by George Kight, Mayor, attested by Katherine G. Dailey, Cler, was, on recommendation of Chief Engineer W. F. Childs, Jr., formally accepted by the Commission and accepted so indicated on copy of the said Ordinance by the signature of Joseph M. George, Acting for the Chairman, duly attested by C. R. Pease, Secretary. The said Ordinance was approved as to form and legal sufficiency by Special Attorney Clarke Murphy, Jr. on the 8th day of June, 1950. The Commission directed that the original copy of the Ordinance be returned to Mayor George Kight for record of the Town of Westernport

(Copy of Ordinance attached)

Copy: Mr. W. F. Childs, Jr.
Mr. W. C. Hopkins
Mr. P. A. Morison
Mr. C. A. Goldeisen
Mr. G. Bates Chaires
Mr. F. P. Scrivener
Mr. Allan Lee
Mr. G. N. Lewis, Jr.
Mr. A. F. DiDomenico
Mr. C. L. Wannen
Town of Westernport
Co. Commrs. of Allegany Co.

SECRET TOWN MEETING OF BEATING OF THE BIRD BEACH CONTRACTOR
THURSDAY, JUNE 6, 1950

Present: Senator Joseph M. Dodge and Mr. Russell H. Moore.

The following Ordinance enacted by the Mayor and Council of Waterbury, Maryland, on the 31st day of May, 1950, and signed by Dodge Bird, Mayor, attested by Katherine G. Dailey, Clerk, was, on recommendation of Chief Engineer W. F. Childs, Jr., formally accepted by the Commission and accepted an instrument on copy of the said Ordinance by the signature of Joseph M. Dodge, acting for the Chairman, and notarized by C. R. Ferre, Secretary. The said Ordinance was approved as to form and legal sufficiency by Special Attorney Charles Murphy, Jr. on the 6th day of June, 1950. The Commission directed that the original copy of the Ordinance be returned to Mayor Dodge Bird for record of the Town of Waterbury.

(Copy of Ordinance attached)

Copy: Mr. W. F. Childs, Jr.
Mr. W. C. Hopkins
Mr. J. A. Jordan
Mr. C. A. Bateman
Mr. G. Dale Charles
Mr. T. I. Hartman
Mr. Allan Lee
Mr. D. H. Lewis, Jr.
Mr. A. F. Ordonnelo
Mr. C. . Wanner
Town of Waterbury
Co. Commr. of Allegany Co.

EXCERPT FROM MINUTES OF MEETING OF THE STATE ROADS COMMISSION
THURSDAY, JUNE 8, 1950

***

Present: Senator Joseph W. George and Mr. Russell M. McCain.

The following Ordinance enacted by The Mayor and Council of Westernport, Maryland, on the 31st day of May, 1950, and signed by George Hight, Mayor, attested by Katherine O. Bailey, Clerk, was, on recommendation of Chief Engineer W. F. Childs, Jr., formally accepted by the Commission and acceptance so indicated on copy of the said Ordinance by the signature of Joseph W. George, Acting for the Chairman, duly attested by G. B. Pease, Secretary. The said Ordinance was approved as to form and legal sufficiency by Special Attorney Clarke Murphy, Jr. on the 8th day of June, 1950. The Commission directed that the original copy of the Ordinance be returned to Mayor George Hight for record of the Town of Westernport.

(Copy of Ordinance attached)

Copy: Mr. W. F. Childs, Jr.
Mr. W. C. Hopkins
Mr. P. A. Morison
Mr. C. A. Goldeisen
Mr. G. Bates Chaires
Mr. W. P. Scrivener
Mr. Allan Lee
Mr. G. W. Lewis, Jr.
Mr. A. F. DiDomenico
Mr. C. L. Vannen
Town of Westernport
Co. Comrs. of Allegany Co.

Formerly Md. 135 = 0.192 miles
Next Md. 135 = 0.285
Total to Md 36 = 1.455 miles

ALLEGANY

EXCERPT FROM MINUTES OF MEETING OF THE STATE ROADS COMMISSION
WEDNESDAY, SEPTEMBER 8, 1948
******

Present: Mr. Robert M. Reindollar, Chairman, Senator Joseph M George and Mr. Russell H. McCain.

The Commission had before it a letter dated August 25, 1948 from Chief Engineer W.F. Childs, Jr.,to Chairman R.M. Reindollar, which refers particularly to the matter of the resumption of check weighing trucks on Maryland highways.

Specifically, reference is made to the period from July 26th to August 2nd, inclusive, during which the Traffic Division made some check weights of trucks on Md. 404 near Stevensville. Sixty-seven trucks of various classifications were stopped and weighed. Nine of these were found to be carrying gross weights in excess of that for which registration was taken, one had an axle load in excess of the legal limit of 24,000 pounds, and none violated the weight on the axle spacing formula.

Mr. Childs then refers to the fact that the Commission deferred the weighing of trucks because the trial magistrates would not convict the owner of a truck who had licensed his vehicle for a tonnage greater than he could carry when the axle spacing formula was applied, and also because of the situation which developed in connection with the transit-mixed trucks. His recommendation that Mr. George N. Lewis, Jr., Director of the Traffic Division, be authorized by the Commission to confer with the Commissioner of Motor Vehicles, to see that no truck is permitted to obtain a registration tag permitting him to haul a gross load in excess of that arrived at in the axle spacing formula, was approved. Mr. Lewis was also authorized to clarify with the Commissioner of Motor Vehicles certain questions which have arisen, particularly with reference to one-axle semi-trailers.

It was then recommended by Mr. Childs that the Commission, following the clarification of the points at issue with the Commissioner of Motor Vehicles, immediately put weighing crews in the field to check weights all over the State, as he confident that there are many violations.

He then refers to a question which was raised recently as to the comparative costs and effectiveness of operation of pit scales versus loadometers. The Traffic Division contacted several of the adjoining States with respect to this matter, and Mr. Childs sets forth the results obtained from New Jersey, Pennsylvania,West Virginia, Ohio, Virginia and Delaware.

"The consensus of opinion is that pit scales should be used on main highways and that loadometers should be used to check those operators who may try to circumvent the pit scales.

The axle type pit scale is manufactured by the Toledo Scale Company. The platform is 8' x 10'. The cost of a 40,000 pound capacity scale of this type is $1635.00. The approximate cost for the construction of the pit, road approaches and house for the scale is $3000.00, provided the work is done by our forces or that of the contractor working along the road where the scale is to be installed.

EXCERPT FROM MINUTES OF MEETING OF THE STATE ROADS COMMISSION
TUESDAY, SEPTEMBER 7, 1948

Present: Mr. Robert M. Reindollar, Chairman; Senator Joseph M. George and Mr. Russell H. McCain.

The Commission had before it a letter dated August 25, 1948 from Chief Engineer W.C. Childs, Jr., to Chairman R.M. Reindollar, which refers particularly to the matter of the overloading of heavy hauling trucks on Maryland highways.

Specifically, reference is made to the period from July 20th to August 2nd, inclusive, during which the Traffic Division made road check weighings of trucks on U.S. 40 near [illegible], eighty-seven trucks of various classifications were stopped and weighed. Nine of these were found to be hauling gross weights in excess of that for which registration was taken, one had an axle load in excess of the legal limit of 22,400 pounds, and [illegible] the weight on the axle spacing formula.

Mr. Childs speaks also of the fact that in connection with the road weighing of trucks [illegible] registration violations [illegible] -- a truck who had licensed his vehicle for a greater gross weight than he could carry when the axle spacing formula was applied. [illegible] In this connection, his recommendation that Mr. George H. Lewis, Jr., Director of the Traffic Division, be authorized by the Commission to confer with the Commissioner of Motor Vehicles, to see that no truck is permitted to obtain a registration permitting him to haul a gross load in excess of that arrived at in the axle spacing formula, was approved. He was also authorized to clarify with the Commissioner of Motor Vehicles certain questions which have arisen, particularly with reference to tractor-semi-trailers.

It was then recommended by Mr. Childs that the Commission, following the clarification of the matter at large with the Commissioner of Motor Vehicles, immediately put weighing crews in the field to check weights all over the State, as he is confident that there are many violations.

He then refers to a question which was raised recently as to the comparative costs and effectiveness of operation of pit scales versus loadometers. The Traffic Division contacted several of the adjoining States with respect to this matter, and Mr. Childs sets forth the results obtained from New Jersey, Pennsylvania, West Virginia, Ohio, Virginia and Delaware.

"The consensus of opinion is that pit scales should be used on main highways and that loadometers should be used to check those operators who may try to circumvent the pit scales."

The only type pit scale is manufactured by the Toledo Scale Company. The platform is 24' x 10'. The cost of a 50,000 pound capacity scale of this type is $3,650.00. The approximate cost for the construction of the pit, road approaches and house for the scale is $8,000.00, provided the work is done by our forces or that of the contractor working along the road where the scale is to be installed.

S.R.C. 9/8/48

It is estimated that these scales may be purchased and installed by the contractor, in connection with his road work, at the end of the construction of the highway, at a cost of $4,635.00. If installed by contract after the road is built, the cost would be approximately $6,135.00.

We recommend that the Commission give consideration to the installation of pit scales on the following projects at the time the road is constructed:

New U.S. 111
New U.S. 40 between Pine Orchard and Ridgeville
New Maryland 404 near Kent Narrows
Marlboro By-Pass
New U.S. 1 between Baltimore and Washington
New U.S. 240 Between Washington and Frederick
U.S. 40 between Baltimore and Aberdeen"

Mr. Childs suggests that the exact location of the scales be predetermined and included in the contract, if this proposal meets with the approval of the Commission.

Following some discussion on the subject of this letter, it was decided to accept the recommendations made by Chief Engineer Childs, and authority was voted Mr. Childs to arrange for the installation of pit scales on the above named projects by the contractor having the contract for the road improvement.

Copy: Mr. R.M. Reindollar
Mr. W.F. Childs, Jr.
Mr. P.A. Morison
Mr. G.N. Lewis, Jr.

Bowles
Allegany

EXCERPT FROM MINUTES OF MEETING OF THE STATE ROADS COMMISSION
THURSDAY, AUGUST 26, 1948

Present: Mr. Robert M. Reindollar, Chairman, and Mr. Russell H. McCain.

Acting on the recommendation of District Engineer G. Bates Chaires, supported by a recommendation of Assistant Chief Engineer P. A. Morison, the Commission authorized the establishment of a "NO PARKING AT ANY TIME" zone on either side of Md. Route #36 in Mt. Savage, from Jennings Run Bridge at the northeast end of Mt. Savage to a point southwest of the brick yard, a distance of 0.50 of a mile, said parking resteiction to remain in effect only until such time as traffic moves normally over U.S. #40, which latter highway is under construction between Cumberland and Rwostburg necessitating the detouring of all through traffic along Md. Route #36 through Mt. Savage.

CC: Mr. Childs
Mr. Morison
Mr. Chaires
Mr. Lewis
Mr. Lee
Capt. Ridgely

INTERDEPARTMENTAL

DEPARTMENT OF PUBLIC WORKS
STATE OF MARYLAND

STATE ROADS COMMISSION

DISTRICT OR DIVISION Traffic

August 22, 1945.

To: Mr. Cassell

From: Mr. Childs

Subject: S.R.C. Minutes

For your information, there is transmitted herewith copy of Excerpt from Minutes of Meeting of the State Roads Commission of Wednesday, August 8, 1945, covering the recommendations for Allegany County's post-war highway construction program, which recommendations were approved as submitted, in the order of priority as noted....

W. F. Childs Jr.

Wm. F. Childs, Jr.,
Director

jw

xxxxxxxxxxxxxxxxxxxxxxxxxx

August 21, 1945

Mr. W. T. Ballard, Chief Engineer
State Roads Commission
Office.

Dear Mr. Ballard: re: County Road Projects - Allegany Co.

We acknowledge excerpt from minutes of meeting of the State Roads Commission on August 8 when action was taken on the post-war program submitted by Allegany County.

We notice the priority of construction was approved as submitted by the County and not as determined by this Division which was roads #2, #5, #3, #4, and #1.

We also note that it is stated that we concurred in the recommendation of the County Commissioners that roads #2 and #5 would be accepted, after improvement, into the State highway system. We did recommend acceptance of the Williams Road (#5) into the State highway system but not the Vocke Road (#2). We enclose copy of our letter of July 11 to Mr. G. Bates Chaires, District Engineer, which explains our position with reference to this road.

Very truly yours,

Wm. F. Childs, Jr.,
Director

jw

cc: Mr. G. W. Cassell
S.R.C. Minutes
Post-war Program-County

cc: Mr. E. M. Lamsell
D.L.C. Minutes
Fort-Nez Percés-County

Copies: Mr. W. T. Ballard
Mr. R. M. Reindollar
Mr. A. F. Shure
Mr. W. A. Codd
Mr. L. A. Kahn
Mr. W. C. Hopkins
Mr. W. F. Childs, Jr.
Mr. B. Bates Chaires

EXCERPT FROM MINUTES OF MEETING OF THE STATE ROADS COMMISSION
WEDNESDAY, AUGUST 8, 1945
***

Present: Mr. Ezra B. Whitman, Chairman, Messrs. P. Watson Webb and Russell H. McCain.

Under date of January 6, 1945, the Board of County Commissioners of Allegany County, through their County Roads Engineer, John H. Carscaden, forwarded to our District Engineer at Cumberland, "a detailed program for the First, Second and Third year of our Post War Construction Program, on which we expect to use any Federal funds allocated to Allegany County by the Hayden Bill."

Mr. Carscaden, in his letter, advises that this program is the same as approved by the Allegany County Commissioners at their meeting in November, 1944.

This information was forwarded to Mr. Wilson T. Ballard, Chief Engineer of the State Roads Commission, and by his letter of July 28, 1945 addressed to the Commission, Mr. Ballard submits the program, together with the request for the Commission's approval of same and the order of priority as submitted for the three-year post-war period, in order that the Engineering Department may proceed with the making of surveys, the preparation of plans and specifications, and with arrangements for the securing of the rights of way.

The said Program, which has been reviewed by the District Engineer, the Traffic Division, and the several engineering departments of the Commission, is listed by Mr. Ballard in his letter as follows, in order of construction priority, type of construction involved, the mileage, and the estimated cost:

Proj. No. and Order of Priority	Location	Type of Highway or Bridge	Mileage	Estimated Cost
1	Mill Run Road	16'-6" Mac. Base with 2" Bit. Surface Course	1.25	$ 61,000.00
2	Vocke Road	16'-5" Mac. Base with 3" Penetration Mac. Surf.	0.60	30,000.00
3	North Branch Crossing Elimination	16'-4" Mac. Base with 3" Penetration Mac. Surf. (C & O Canal Crossing and Culvert)	0.65	35,500.00
4	Frostburg-Midlothian	16'-6" Mac. Base with 2" Bit. Surface Course (no grading)	1.25	15,500.00
5	Williams Road	16'-5" Mac. Base with 3" Penetration Mac. Surf.	1.50	74,000.00
		TOTAL	-	$216,000.00

Copies: Mr. W. T. Ballard
Mr. P. H. Bottomley
Mr. A. F. Shore
Mr. W. A. Todd
Mr. I. A. Irwin
Mr. W. O. Hopkins
Mr. M. T. Dulin, Jr.
Mr. B. Estes Chaires

EXCERPT FROM MINUTES OF MEETING OF THE STATE ROADS COMMISSION
MONTICELLO, AUGUST 8, 1945

Present: Mr. Ben B. Odham, Chairman, Presiding. P. Dalton Cobb and Russell W. Cobb.

Under date of January 6, 1945, the Board of County Commissioners of Allegany County, through their County Roads Engineer, John M. Ferguson, forwarded to our District Engineer at Cumberland, "a detailed program for the First, Second and Third years of our Post War Construction Program, on which we expect to use our Federal Funds Allocated to Allegany County by the Harden Bill."

Mr. Ferguson, in his letter, advises that this program is the same as approved by the Allegany County Commissioners at their meeting on November, 1944.

This information was forwarded to Mr. Wilson T. Ballard, Chief Engineer of the State Roads Commission, and by his letter of July 24, 1945 addressed to Commissioner Odham, Mr. Ballard submits the program, together with the usual form, for the Commission's approval of same and the order of priority as submitted for the three-year post-war period, in order that the Engineering Department may proceed with the making of surveys, the preparation of plans and specifications, and with arrangements for the recording of the rights of way.

The said Program, which has been reviewed by the District Engineer, the Traffic Division, and the several engineering departments of the Commission, is listed by Mr. Ballard in his letter as follows, in order of construction priority, type of construction involved, the mileage, and the estimated cost:

Pri-ority No. and Name of Road	Location	Type of Highway or Bridge	Mileage	Estimated Cost
1	Mill Run Road	16'-6" Mac. Base with 2" Bit. Surface Course	1.25	$ 62,000.00
2	Vocke Road	16'-6" Mac. Base with 2" Penetration Mac. Surf.	0.65	35,000.00
3	North Branch Crossing Diversion	16'-6" Mac. Base with 2" Penetration Mac. Surf. (C & O Canal Crossing and Culvert)	0.65	24,500.00
4	Frostburg-Middletown	16'-6" Mac. Base with 2" Bit. Surface Course (no grading)	1.25	12,500.00
5	Gilmore Road	16'-6" Mac. Base with 2" Penetration Mac. Surf.	1.50	[illegible]
		Total	-	[illegible]

As to the financing of these projects, Mr. Ballard states in his letter:

"The Federal Aid Highway Act of 1944 will make available for Allgany County $44,011.36 annually, and if these funds are matched with a like amount, the County will have from these sources a total of $264,068.16 over a three-year period.

"It is in order, therefore, to consider in preparing for post-war construction a sum of $68,022.72 for expenditures annually."

The order of construction, "which follows the order of priority established by the County Commissioners" can, as stated by Mr. Ballard, be done within the three-year period.

Recommendations - First Year	Mileage	Est. Cost
1 - Mill Run Road	1.25	$ 61,000.00
2 - Vocke Road — CONTRACT # 381-1-650 TAKEN INTO STATE SYSTEM 12-23-47	0.60	30,000.00
		$ 91,000.00

Recommendations - Second Year	Mileage	Est. Cost
3 - North Branch Crossing Elimination	0.65	$ 35,500.00
4 - Frostburg - Midlothian Road	1.25	15,500.00
		$ 51,000.00

Recommendations - Third Year	Mileage	Est. Cost
5 - Williams Road	1.50	$ 74,000.00

According, further, to Mr. Ballard's letter:

"It will be noted that the aggregate estimated construction cost for the three years amounts to a total of $216,000.00, thus leaving the County with a credit of the difference between this amount and the total allotment amount for the three-year period of $264,068.16, or a credit of $48,068.16. County Engineer Carscaden reports that it is the intention to use the remainder of the funds for the construction of various bridges throughout the County to standard requirements with respect to widths and loading and the location of these will be provided at a later date, as the County is at this time rebuilding a number of these structures. They were unable to provide at the time their program was submitted to what extent the County would be able to proceed in its own bridge rebuilding program."

With reference to No. 2, the Vocke Road, and No. 5, the Williams Road, it is stated by Mr. Ballard that upon the recommendations of the County Commissioners, and concurred in by the Traffic Division, these two projects are to be considered for acceptance into the State Highway System after improvement. In the case of the Williams Road, the Traffic Division places it second on its list of priorities. The Vocke Road is placed as No. 1 on the Traffic Division's priority list. The remainder of the projects will remain in the County Highway System.

Following a review by the Commission of the program as submitted and the recommendations made with respect thereto, the program and the order of priority etc. was, upon motion duly made and seconded, approved as submitted.

COPY

As to the financing of these projects, Mr. Ballard states in his letter:

"The Federal Aid Highway Act of 1965 will make available for Alleghany County $64,021.26 annually, and if these funds are matched with a like amount, the County will have from these sources a total of $224,084.16 over a three-year period.

"It is in order, therefore, to consider incorporating for post-war construction a sum of $64,022.22 for expenditures annually."

The order of construction, "which follows the order of priority established by the County Commissioners" can, as stated by Mr. Ballard, be done within the three-year period.

Recommendations - First Year	Miles	Est. Cost
1 - Mill Run Road	1.25	$ 61,000.00
2 - Vodre Road	0.50	30,000.00
		$ 91,000.00

Recommendations - Second Year	Miles	Est. Cost
3 - North Branch Crossing Elimination	0.65	$ 35,500.00
4 - Vrestenry - Radfordian Road	1.25	75,500.00
		$ 111,000.00

Recommendations - Third Year	Miles	Est. Cost
5 - Williams Road	1.50	$ 94,000.00

According, further, to Mr. Ballard's letter:

"It will be noted that the aggregate estimated construction cost for the three years amounts to a total of $216,000.00, thus leaving the County with a credit of the difference between this amount and the total allotment for the three-year period of $224,084.16, or a credit of $8,084.16. County Engineer Carnahan reports that it is the intention to use the remainder of the funds for the construction of various bridges throughout the County to standard requirements with respect to width and loading and the location of these will be provided at a later date, as the County is at this time rehabilting a number of their structures. They were unable to provide at the time their program was submitted to what extent the County would be able to proceed in its own bridge rehabilitation program."

With reference to No. 2, the Vodre Road, and No. 5, the Williams Road, it is stated by Mr. Ballard that upon the recommendations of the County Commissioners, and concurred in by the Traffic Division, these two projects are to be considered for acceptance into the State Highway System after improvement. In the case of the Williams Road, the Traffic Division places it second on its list of priorities. The Vodre Road is placed as No. 1 on the Traffic Division's priority list. The remainder of the projects will remain in the County Highway System.

Following a review by the Commission of the program as submitted and the recommendations made with respect thereto, the program and the order of priority etc. was, upon motion duly made and seconded, approved as stated.

M4657

July 12, 1944

Mr. L. H. Steuart
Secretary
Office

Tabulated in 1939

Dear Mr. Steuart: re: S.R.C. Minutes

By action of the Commission on February 28, 1939 the Skid's Hill Rd. from the city limits of Lonaconing to the Garrett County line, for a distance of 0.9 mile, was accepted for maintenance as a part of the State highway system of Allegany County.

The minutes are rather specific that the section accepted for State maintenance was from the city limits of Lonaconing to the Garrett County line and give the distance as 0.9 mi. By actual inventory, the distance is 1.9 mi.

The S.R.C. maintenance records show the length the same as in the minutes.

What we would like to know is whether mileage given in the minutes is correct and we are maintaining only a part of this highway, or if the mileage is incorrect and we are maintaining the entire length of the Skid's Hill Rd. from the city limits of Lonaconing to the Garrett County line. If the latter is right, then the mileage should be 1.9 and not 0.9.

I am sending a copy of this letter to Mr. Downey for his information.

Very truly yours,

cc: Mr. L. T. Downey
Mr. J. T. Gorsuch
Add. to State Hwy. Sys.

Wm. F. Childs, Jr.,
Director

WFCejf

Mr. J. T. G. 7/14/44
134 letter of 7/28/39
Mr. L. H. S. enclosing copy
Minutes of SRC of
giving mileage of Skid's
Hill Road as 1.9
I have corrected
my approved
WFC 7/14

Mr. L. E. Kenny
Attorney
Office

Dear Sir:

By decision of the Commission on February 24, 1931 the petition filed on behalf of Mrs. Ella Jordan of Lunenburg to the County Court, for a widening of Mr. Kyle, was granted for maintenance in a part of the Jordan Bridge over the Mahone River.

The officers are ready to notify the petition, adjusting for their maintenance and the city limits of Lunenburg to the County Court. The and give the clearance as 6.0 ft. By actual measurement the clearance is 5.9 ft.

The C.N.R. maintenance records show the length has been 21 ft in the 20 ft.

What we would like to know is whether anything given in the minutes of proceedings and we are submitting only a part of the minutes, or if the attorney is instructed and he is maintaining the action. Mr. Kyle is the petition filed. From the city limits of Lunenburg to the County Court Line. If the latter is right, then the petition should be 1.7 and not 0.9.

I am sending a copy of this letter to Mr. Conway for his information.

Yours truly,

Mr. L. E. Kenny
Mr. A. Conway
Mr. Ed Kyle

Green Ridge Rd. — State

Md 709

EXCERPT FROM MINUTES OF MEETING OF THE STATE
ROADS COMMISSION, TUESDAY, FEB. 9, 1943.

Present: Mr. Exra B. Whitman, Chairman, Messrs. P. Watson Webb and W. Frank Thomas.

On the recommendation of the Chief Engineer, The Commission voted to accept from the Board of County Commissioners of Allegany County for maintenance as a part of the State Highway System, the Green Ridge Road, in Allegany County, which runs from the top of Green Ridge on Route 40 to the Pennsylvania State Line, a distance of 2.91 miles. It is a bituminous-treated macadam surfacing, width 16', and minimum thickness of 8 inches, the road having a 30-foot over-all width of cross section.

This road was built in 1937 or 1938 under W.P.A. and according to District Engineer L. T. Downey, the road was oiled last year at the expense of Allegany County and is now ready for acceptance by the Commission as a State Highway, and he recommends that action be taken by the Commission with respect to its acceptance.

Tabulated in 1944

C
O
P
Y

Co. { Cresaptown School Rd.
LaVale School Rd

DEC 12 1938

EXCERPT FROM MINUTES OF MEETING OF THE STATE ROADS COMMISSION
TUESDAY, DECEMBER 5, 1939
***

Present: Mr. Ezra B. Whitman, Chairman, Messrs. P. Watson Webb and W. Frank Thomas.

Agreeable to the recommendation of the County Commissioners of Allegany County, set forth in their letter dated November 15, 1939, which recommendation was concurred in by the Chief Engineer, the Commission voted acceptance for maintenance as part of the County Road System of Allegany County the Cresaptown School Road, leading from Winchester County Road to Cresaptown School, a distance of 455 feet, and the LaVale School Road, from Route 40 to the School, a distance of 390 feet, and in accordance with the recommendation of District Engineer Downey, voted an expenditure of $500.00 for the Cresaptown School Road and $600.00 for the LaVale School Road, the funds expended to be charged to the Allegany County Road Maintenance Account.

Copy to: Mr. W. T. Ballard
Mr. W. A. Codd
Mr. A. F. Shure
Mr. W. F. Childs, Jr.

Ok on Rev. Map.

Copy made for S. R. C. minute file

Locate + Inventory form
Added as 0.1 Mile G+D 2 M 1939

Inventoried by G.N.L. 12/5/40 + 12/11/40

All Sroads appear on 1937 Base Map

State

COPY

EXCERPT FROM MINUTES OF MEETING OF THE STATE ROADS COMMISSION

TUESDAY, FEBRUARY 28, 1939

Present: Senator J. Glenn Beall, Chairman, Messrs. Elmer R. Jarboe and George F. Obrecht, Sr.

The Commission favorably considered the request from the Board of County Commissioners of Allegany County, by letter dated December 23, 1938, that certain roads located in Allegany County to be taken over by the Commission for State maintenance. The roads referred to and enumerated in said letter are the following, which the Commission, by formal action voted to take over and maintain as part of the State Highway System:

Route 654	Welsh Hill Road, from Route #36 to Frostburg City limits,	length 0.7 mi.	(Note)
Route 655	Klondike Road, from Route #36 to Klondike	" 1.4 "	Inv. by
Route 656	Waterecliffe Road, at Lonaconing, from Central School,	" 0.25 "	G.W.Lewis,Jr. and J.H.Hasenbalg,
Route 657	Skid's Hill Road, from City limits of Lonaconing, to Garrett County Line,	" 1.9 "	4/26/39
Route 658	Vocke Road, from Winchester Road, to Route #40 at Allegany Grove,	" 0.2 "	

Copy to: Mr. N. L. Smith
Mr. A. F. Shure
Mr. W. A. Codd
Mr. W. F. Childs, Jr.

OK on Rec Map

OK Tabulated

Copy for minutes file

(Note): New sheets to W. K. O. for map correction - to be turned over to G. W. C.

Copied from SRC copy to W.F.C. 5/18/39-J.D.

All Stocks opened on 1972 Pass Map

EXCERPT FROM MINUTES OF MEETING OF THE STATE ROADS COMMISSION
TUESDAY, FEBRUARY 14, 1939
***

Present: Senator J. Glenn Beall, Chairman, Messrs. Elmer R. Jarboe and George F. Obrecht, Sr.

The Commission executed in duplicate agreement, dated February 7, 1939, with the Cumberland and Pennsylvania Railroad Co. for the installation of flashing light signals in Allegany County, at the following eleven grade crossings:

Narrows Park
Click's
Watercliff
Knapps Meadow
Wright's
Morantown
Midland
Carlos Junction
Mt. Savage
Vale Summit
Long

Allegany

COPY

Orleans Rd (State)

EXCERPT FROM MINUTES OF MEETING OF THE STATE ROADS COMMISSION

THURSDAY, JUNE 30th, 1938.

***

Present: Dr. H. E. Tabler, Chairman, Senator J. Glenn Beall and Mr. Frank F. Luthardt.

On recommendation of the Chairman, the Commission voted to take over as a part of the State Road System the Orleans Road, in ~~Washington~~ County, from Route 40 North to the Pennsylvania Line, as soon as a satisfactory application of oil and chips has been made.

Allegany

O.K. on Rev. Map

OK Tabulated 10 1939

Copy to Mr. N. L. Smith
Mr. A. F. Shure
Mr. W. A. Codd
Mr. W. F. Childs, Jr.

Location of this Road Revision shows no improvement for years 1937, 38 + 39 Has this improvement been made? If so when? Length, type and width of improvement

with Complete by 4/14/40 - LTO

D

Allegany Co

DATE	ROUTE #	INFO
6-30-38	CO584 (1.37 miles S to CO747)	Orleans RD FR US 40 N TO PA STATELINE
Check Maps	CO747	
	CO 660	PA STATELINE → US40 SC = CO 584 1.37 mi N ORLEANS RD
		US 40 SC → (CO 584 BACK) ROAD END 0.02 mi
		US 40 SC → CO 752 6.43 mi

TAKEN

2-28-39 MD 135A TO CO 481 . to Frostburg city limits

CO 481 = Pleasant Valley rd

Fr MP .21 to MP 2.32

M Pleasant Valley Rd = MD 948 AD ondike 1.4 mi

Fr MP 0.00 to MP 0.20

Check MAPS —M Central school .25 mi

M to Garrett Co Line 1.9

M Rt 40 @ Allegany grove 0.2 mi

12-12-38 County rd to Crosaptown Rd

Now CO 124 CO 341 or CO 358

LaVale School rd Fr Rt 40 to school 340' (Page of Co Roads)

2-9-43 MD 709 Green Ridge Rd Fr US 40 sc to PA STATE Line 2.91 mi

BUILT 1937 & 38 under W.P.A.

NOW CO 575

D

Allegany Co

DATE	ROUTE #	INFO
6-30-38	CO584 (1.37 miles S to CO747)	Orleans RD FR US40 N TO PA STATELINE
Check Maps	CO747	
	CO660	PA STATELINE → US40 SC = CO584 1.37 mi N ORLEANS RD
		US40 SC → (CO 584 BACK) ROAD END 0.02 mi
		US 40 SC → CO 752 6.43 mi
	STATE RT # ? Check Maps	

TAKEN INTO STATE SYSTEM

2-28-39 MD 654 Welsh Hill rd .7 mi fr MD 36 to Frostburg city limits
NOW CO 699

MD 655 KLONDIKE RD fr rt #36 to Klondike 1.4 mi
NOW CO 70

Check MAPS — MD 656 Waterdiffe Rd @ Lonaconing from Central school .25 mi
NO RECORD IN DATABASE

MD 657 Skids Hill rd fr Lonaconing limits to Garrett Co Line 1.9
STILL MD 657

MD 658 Vocke rd fr Winchester rd to Rt 40 @ Allegany grove 0.2 mi
STILL MD 658

Now Co Rt 455' ← No Road Name
12-12-38 Cresaptown School Rd FR Winchester County rd to Cresaptown Rd
Now Co Rt CO 341 or CO358
LaVale School rd Fr Rt 40 to school 340' (Page of Co Roads)

2-9-43 MD 709 Green Ridge Rd Fr Rt 40 sc to PA STATE Line 2.91 mi
BUILT 1937 & 38 under W.P.A.
NOW CO 575

8-26-48 MD 36 Fr Jennings Run Bridge SW .5 mi NO PARKING ZONE established while US 40 under construction between Frostburg & Cumberland

* Truck scales proposed 9-8-48 For:
US 111, US 40 (between Pine Orchard & RIDGEVILLE)
MD 404 (near Kent Narrows), Marlboro Bypass
US 1 (Between Balto. & Wash.), US 40 (Between Balto & Aberdeen)
US 240 (Between Wash & Fred.)

6-8-50 MD 135 New Rd (1.002 mi) ~~to MD 36 Fr Westernport~~ corp/lmts
FR MD 36 Extending over Georges Creek Bridge (within corp lmts of Westernport

* FAP, FAS, FAU approved in Cumberland 8-2-50

2-10-54 MD 52 extension Fr 1.85 mi E of MD 51 forward Twiggtown (0.983 mi)
williams Rd contract # A 424-1-617 CHECK MAP

5-12-54 CO 531 FR 2.0 mi S of Flintstone forward Town Creek ~ 1.016 mi
contract # A 423-1-617 completed 4-2-52

6-1-54 CO 11 Fr old Westernport Lonaconing RD Forward Garrett Co Line
MILL RUN RD 0.226 mi
Contract # A 382-1-617

9-2-55

Henderson Blvd & Front St in Cumberland transferred to MWN from State maint. Check for Rt #'s on MAB

* 11-10-55

11-10-55 Bowery rd (Frostburg)

3-8-56 New Bridge across N Branch of the Potomac River between:
CUMBERLAND, MD & RIDGELEY, WV

Check Maps Johson St Bridge or Blue Bridge

6-13-56 US 40 @ MD 36 2.5 mi. N-W of Cumberland
Intersection ~~rebuilt~~ rebuilt/relocated including the at grade railway crossing (Eckhart Branch) in Narrows Park and a new bridge on MD 36 over ~~Wills Creek~~ Braddock Run

H-11

Allegany County, Maryland,

ticle 89B of the Annotated Code of Maryland have agreed to change the status of certain roads in Allegany County from State roads to County roads.

NOW, THEREFORE, BE IT RESOLVED by the State Roads Commission of Maryland that the following State roads located in Allegany County be and they are hereby transferred to the County Commissioners of Allegany County and shall henceforth have the status of County roads:

Map No.	Route No.	From	To	Miles	Width
81 1	Md. 135A	Md. 135 near McCoole	U.S. 220	(0.43	24'
82	Md. 135B.	Queen St.	U.S. 220	(0.21	24'
76 2	Md. 692	Md. 731	Md. 36 @ Morrison	0.20	18'
79 3	Md. 731	South of Barton	Southerly to Md. 36	1.35	14'
4804	Md. 730	Barton	Md. 36	0.22	16'
4835	Md. 729	Moscow Mills	Md. 36	0.34	16'
4847	Md. 656	Md. 36 @ Lonaconing	Md. 36	0.65	14'
4858	Md. (723) 728	Md. 36 @ Gilmore	Md. 36	0.16	14'
9	Md. 726	Three Sections at Midland		0.32	14'
23 10 23	Md. 655	Md. 36	Klondyke	1.36	14'
16 11 16	Md. 654	Md. 36	Frostburg	0.49	16'
12	Md. 45	Linden St. (Frostburg)	Community Park	0.36	15'
13	Md. 717	Md. 36	Blair St. (Frostburg)	0.11	16'
486 15 486	Md. 743B&D	Two Sections between Allegany Gr. & Eckhart Mi.		0.57	24'
87 16 487	Md. 724	Wolfe Mill	Md. 395	0.20	22'
68 17 488	Md. 732	U.S. 40 @ Grabenstein's	U.S. 40	0.33	20'
83 18 483	Md. 52	E. Lim. Cumberland	Southeasterly	(1.16	15'
				(0.98	20'
89 19 489	Md. 48	U.S. 220	Pa. State Line	0.45	14'
20	Md. 775	3 Sections along Md. 55	Miller to Clarysville	0.37	20'
493 21	Md. 709	Pa. State Line	U.S. 40	2.96	16'
			TOTAL	13.22	

492
491
490

AND NOW, THEREFORE, BE IT FURTHER RESOLVED by the State Roads Commission of Maryland that the change in status of these roads is authorized under the following conditions set forth in Resolution adopted by the County Commissioners of Allegany County at their meeting on Friday, October 7, 1955, and formally accepted by the State Roads Commission of Maryland this 10th day of November, 1955:

"ITEM 3: Md. Rte. No. 731 located South of Barton, Maryland, leading in a Southerly direction to Md. Route No. 36, a distance of 1.35 miles. This is a bituminous penetration highway 14 feet wide, and in connection with this exchange the State Roads Commission of Maryland will transfer to the County Commissioners of Allegany County the Flat Rock Bridge and the approaches to the same; and the State Roads Commission of Maryland will place an open steel deck on a second bridge on this road located at Morrison, Maryland."

"ITEM 4: Md. Rte. No. 730 leading from the Town of Barton to Md. Rte. No. 36 a distance of 0.22 miles. This is a bituminous penetration highway 16 feet wide. The exchange of this road is conditioned on the agreement of the State Roads Commission to raise a certain drainage pipe running under said highway, and to otherwise correct the drainage conditions at Berry's Print Shop, located adjacent to this road, and to surface-treat the said road prior to its actual transfer."

"ITEM 5: Md. Rte. No. 729 leading from Moscow Mills to Md. Rte. No. 36 a distance of 0.34 miles. This is a bituminous penetration highway 16 feet wide. The acceptance of this section of Md. Rte. No. 729 is conditioned upon the agreement of the State Roads Commission of Maryland to repair the decking of the bridge located on the section to be transferred, and to surface-treat said road."

"ITEM 7: Md. Rte. No. 656 leading from Md. Rte. No. 36 at Lonaconing to Md. Rte. 36 a distance of 0.65 miles. This is a bituminous surface-treated road 14 feet wide. The acceptance of the exchange of this road is predicated on the agreement of the State Roads Commission that improvements will be made by the said Commission to the bridge preferably by placing an open steel deck thereon, removing the wooden stringers, and replacing the same with steel I-beams, and surface treating the said road."

"ITEM 11: Md. Rte. No. 654 leading from Md. Rte. No. 36 to Frostburg, Maryland, a distance of 0.49 miles. This is a bituminous penetration road 16 feet wide. This exchange is accepted by the County Commissioners on condition that the State will correct a serious drainage problem at the foot of Welsh Hill on said Rte. 654." SEE MINUTES JULY 12, 1956

"ITEM 12: Md. Rte. No. 45 leading from Linden Street in Frostburg, Maryland, to the Community Park in Frostburg, Maryland, a distance of 0.36 miles. This is a concrete highway 15 feet wide. This exchange is accepted by the County Commissioners for further exchange with the Mayor and City Council of Frostburg."

"ITEM 15: Md. Rte. 743B&D - 2 sections of road between Allegany Grove and Eckhart, Maryland, having a total distance of 0.57 miles. These are 18 foot bituminous penetration roads with 3 foot concrete shoulders on either side, having a total road surface of 24 feet. These two old sections of U. S. Rte. No. 40 will be accepted by the County Commissioners of Allegany County providing that the State will construct an appropriate barricade at the end of the same and erect a dead-end sign."

"This exchange of roads shall become effective on July 1, 1956.

"The mileage hereby transferred to the County Roads system and accepted as a part of said system shall be accredited to the total County Road mileage for gasoline tax revenues earned on said roads after the effective date of said transfer."

ADOPTED THIS 10th DAY OF NOVEMBER, 1955

STATE ROADS COMMISSION OF MARYLAND

By_____
Russell H. McCain, Chairman

Attest: