S.R.C. MINUTES

BALTIMORE CITY

H. R. 3218

# One Hundred Tenth Congress of the United States of America

## AT THE FIRST SESSION

*Begun and held at the City of Washington on Thursday, the fourth day of January, two thousand and seven*

# An Act

To designate a portion of Interstate Route 395 located in Baltimore, Maryland, as "Cal Ripken Way".

*Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled,*

**SECTION 1. DESIGNATION.**

The portion of Interstate Route 395 located in Baltimore, Maryland, beginning at the junction of Interstate Routes 395 and 95 and ending at Conway Street shall be known and designated as "Cal Ripken Way".

**SEC. 2. REFERENCES.**

Any reference in a law, map, regulation, document, paper, or other record of the United States to the portion of Interstate Route 395 referred to in section 1 shall be deemed to be a reference to the "Cal Ripken Way".

*Speaker of the House of Representatives.*

*Vice President of the United States and President of the Senate.*

**H.R.3218**
**Title:** To designate a portion of Interstate Route 395 located in Baltimore, Maryland, as "Cal Ripken Way".
**Sponsor:** Rep Sarbanes, John P. [MD-3] (introduced 7/27/2007) Cosponsors (20)
**Latest Major Action:** Became Public Law No: 110-88 [GPO: Text, PDF]

**MAJOR ACTIONS:**

| | |
|---|---|
| 7/27/2007 | Introduced in House |
| 9/5/2007 | Passed/agreed to in House: On motion to suspend the rules and pass the bill Agreed to by voice vote. |
| *9/12/2007* | Passed/agreed to in Senate: Passed Senate without amendment by Unanimous Consent. |
| 9/28/2007 | Signed by President. |
| 9/28/2007 | Became Public Law No: 110-088 [Text, PDF] |

## Chris Sklar

**From:** Kevin Powers
**Sent:** Monday, October 29, 2007 12:37 PM
**To:** Roxane Mukai
**Cc:** Chris Sklar; Jerry Einolf; Karl Hess; Sue Snyder
**Subject:** RE: I-395, Cal Ripken Way

Roxane,
That's my take on it as well. Thanks for confirming this so quickly.

Kevin

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**From:** Roxane Mukai
**Sent:** Monday, October 29, 2007 12:35 PM
**To:** Kevin Powers
**Cc:** Chris Sklar; Jerry Einolf; Karl Hess; Sue Snyder
**Subject:** RE: I-395, Cal Ripken Way

Kevin,
My read it only affects I-395. I-395A is MLK.
Roxane

Roxane Y. Mukai, PE, PTOE
Traffic Manager

(410) 537-7848
(410) 537-7801, fax



---

**From:** Kevin Powers
**Sent:** Monday, October 29, 2007 8:30 AM
**To:** Roxane Mukai
**Cc:** Chris Sklar; Jerry Einolf; Karl Hess; Sue Snyder
**Subject:** FW: I-395, Cal Ripken Way

Good morning Roxane,

HISD has become aware of the act of Congress naming I-395 "Cal Ripken Way". We would like to confirm with you the limits of this naming, which we understand to be from I-95 to Conway Street.

We would also like to confirm with you that I-395-A is not part of this naming effort.

Thanks,

Kevin J. Powers, Manager
State and Local Roadway System
Database Management Section
Highway Information Services Division
Maryland State Highway Administration
Mail Stop C-607
707 North Calvert Street
Baltimore, MD 21202
W - (410) 545-5518
Fax - (410) 209-5033
kpowers@sha.state.md.us

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**From:** Chris Sklar
**Sent:** Tuesday, October 16, 2007 8:58 AM
**To:** Kevin Powers
**Subject:** I-395, Cal Ripken Way

The bill as passed by the House and Senate:

http://thomas.loc.gov/cgi-bin/query/D?c110:5:./temp/~c110IPqTrt::

The official version of the bill - "fancy type":

http://frwebgate.access.gpo.gov/cgi-bin/getdoc.cgi?dbname=110_cong_bills&docid=f:h3218enr.txt.pdf

Dates of Congressional action:

http://thomas.loc.gov/cgi-bin/bdquery/z?d110:HR03218:@@@R

**From:** Roxane Mukai
**To:** KEVIN POWERS
**Date:** 5/8/02 12:20PM
**Subject:** Re: I-95 in Baltimore City

Fort McHenry Tunnel. Only the Baltimore Harbor Tunnel was designated as a thruway.
roxane

Roxane Y. Mukai, PE, PTOE
Planning Manager
Engineering Division
Maryland Transportation Authority
300 Authority Drive
Baltimore, MD 21222

(410) 288-8484
(410) 288-8475, fax

>>> KEVIN POWERS 05/08/02 11:54AM >>>
Roxane,
Is the officially-designated name of I-95 in the city "Fort McHenry Tunnel", or "Fort McHenry Tunnel **Thruway**"?

Thanks,
Kevin

Kevin J. Powers, Manager
State and Local Roadway Systems
Highway Information Services Division
State Highway Administration
Mail Stop C-607
707 North Calvert Street
Baltimore, MD 21202
(410) 545-5518
Fax: (410) 209-5033
E-mail: kpowers@sha.state.md.us

AGREEMENT BETWEEN THE
MARYLAND TRANSPORTATION AUTHORITY
AND
THE MAYOR AND CITY COUNCIL OF BALTIMORE
ON INTERSTATE
HIGHWAYS I-95 AND I-395

JUL 3 1991

THIS AGREEMENT is made this _____ day of _____, 1991, by and the between the MARYLAND TRANSPORTATION AUTHORITY, an agency of the State of Maryland ("Authority") and the MAYOR AND CITY COUNCIL OF BALTIMORE, a municipal corporation of the State of Maryland ("CITY").

WHEREAS, Interstate Highway I-95 ("I-95") and Interstate Highway I-395 ("I-395") located in the City, are essential and vital links in the surface transportation system of both the City and the State of Maryland; and

WHEREAS, the CITY owns, operates and maintains I-95 and I-395 within the CITY, with the exception of the Fort McHenry Tunnel portion of I-95 which the City transferred to the Authority in 1985 as a result of an Agreement between the Authority and the CITY dated August 12, 1981; and

WHEREAS, under authority contained in the Transportation Article, Title 4 of the Annotated Code of Maryland, the Authority has certain powers relating to the supervision, financing, acquisition, construction, operation, maintenance and repair of transportation facilities projects; and

WHEREAS, the Authority presently owns and operates as transportation facilities projects within the City: the Baltimore Harbor Tunnel Thruway, designated Interstate Highway I-895; and the Fort McHenry Tunnel, which is a portion of I-95 from east of Hanover Street to east of Clinton Street; and

WHEREAS, the present divisions in jurisdiction on I-95 between the CITY and the Authority have led to certain operations, maintenance and patrol inefficiencies; and

WHEREAS, acting in the public interest, the Authority and the CITY desire to consolidate jurisdiction on I-95 and I-395 in the Authority.

NOW, THEREFORE, in consideration of the mutual promises and conditions contained herein, the parties agree as follows:

1. TRANSFER OF OPERATIONS

The CITY agrees to transfer, and the Authority agrees to accept, responsibility for operations, maintenance and patrol of I-95 and I-395, to the limits of jurisdiction defined in Exhibit A, attached hereto and made a part hereof, effective July 15, 1991 at 12:01 a.m. EDT.

2. TRANSFER OF OWNERSHIP

The CITY further agrees to transfer all of its Right, Title and Interest in and to the land and improvements consisting of I-95 and I-395 to the Authority, reserving unto the CITY utility easements as hereinafter set forth and agrees to complete such transfer on or before July 15, 1992, subject to the provisions of this Agreement, the approval of the Baltimore City Council and, if necessary, the approval of the Federal Highway Administration. If the formal transfer is not consummated, responsibility for operation, maintenance and patrol of I-95 and I-395 will be immediately returned to CITY jurisdiction.

3. DESCRIPTION

The actual location and extent of the property to be transferred, related surface, aerial and subterranean easements ("properties") shall be mutually determined by the parties, subject to the following conditions and restrictions:

(a) The properties to be transferred shall generally include all land within the rights of way of I-95 and I-395, all surface, riparian, aerial and subterranean rights, all structures, footings, signs, fixtures and light standards, and such entrance and exit ramps, approaches and easements as may be necessary for the safe and efficient operation, maintenance and patrol of I-95 and I-395.

(b) The properties shall be identified by Rights of Way Plats and described by metes and bounds and transferred by special warranty deed(s) subject to the dedication of the highway as a public street for a nominal ($1) sum, free from any and all encumbrances except those imposed by applicable federal laws and regulations and those resulting from any leases, utility easements, or other agreements previously entered into by the CITY.

(c) Existing leases or contracts shall be prepared for conveyance on or after the date of transfer of ownership under paragraph 2 above, on an individual case by case basis, with the intent, except as described in paragraph (d) below, that revenues from such leases or contracts flow to the Authority, and taxes, pilots and mortgages, if any, are retained by the CITY. Rent under the leases shall be adjusted between the parties as of the date of conveyance.

(d) The CITY has agreed to convey a perpetual easement for parking within the Right of Way of I-395 to the Maryland Stadium Authority (MSA), as shown on Exhibit B attached, for a lump sum payment, which will be executed prior to transfer of the subject parcels to the Authority.

(e) The following properties shall be excluded from the transfer:

(i) The rights of way occupied by surface streets of the CITY that are within the rights of way of I-95 and I-395. It is understood that any disposal, leasing, non-highway use or abandonment of such rights of way is subject to 23CFR713, an prior Authority and Federal Highway Administration approval.

(ii) Any portion(s) of the properties determined by federal or State authorities to be a hazardous material disposal site or to contain significant quantities of hazardous materials in existence before the date of transfer to the Authority, including but not limited to the Allied/Race Street site, more particularly described in Designated Hazardous Substances Facility Permit No. A-156 issued to the CITY on November 15, 1980, and as shown on the drawing attached as Exhibit C, it being the intention of the parties that the CITY retain ownership of and is to be completely responsible for any costs of clean up, treatment and disposal of such hazardous materials and for the restoration and monitoring of such properties.

(iii) The exclusion of any properties hereunder shall not affect the transfer of ownership, operations and maintenance as to those portions of I-95 and I-395 systems located within or above such excluded properties.

(f) The CITY shall deliver to the Authority copies of all plans, specification and as-built drawings for the transferred highways and structures. The CITY shall be responsible for the preparation of all necessary descriptions, plats, deeds, easements and other documents necessary to effect the transfer. Any and all costs associated with the preparation of these documents shall be borne equally by the CITY and the Authority.

(g) The Authority will assume the responsibility for compliance with all applicable Federal property management laws and regulations included in 23USC156 and 23CFR713 and administered by the Federal Highway Administration, that are applicable to the transferred Rights-of-Way.

(h) For so long as the Authority owns the properties, in the event that the properties as a whole are abandoned or no longer used as a transportation corridor, then the properties shall revert to the ownership of the CITY at the City's option subject to any then-existing contracts or leases; provided however, that this possibility of reversion shall not preclude the Authority from transferring, selling or otherwise disposing of the properties or portions thereof to third parties, in which case the possibility of reversion of such properties to the CITY shall be extinguished.

4. FEDERAL HIGHWAY FUNDS

The parties agree that effective July 15, 1991, all Federal Highway funds attracted by I-95 and I-395 within City limits shall be credited to the State rather than to the CITY.

5. ANNUAL PAYMENTS

The CITY, in consideration of the Authority's acceptance of operations, maintenance, patrol and ownership of I-95 and I-395, agrees to pay the Authority as follows:

(a) Commencing on July 15, 1991, payment of an annual sum equal to SEVEN MILLION FIVE HUNDRED THOUSAND DOLLARS ($7,500,000) less any Federal funds attracted by I-95 and I-395 in accordance with paragraph "4" above, however, in no event shall the cash payment by the CITY exceed FIVE MILLION DOLLARS ($5,000,000) per year in any given year. The CITY agrees to render the annual sum to the Authority via monthly payments of one-twelfth of the annual payment due on or before the First of each month and continuing for a term of fifteen (15) years. Any variance due to rounding or a change in Federal funds accruing to the State will be accounted for as a portion of the last monthly payment of the Fiscal year.

(b) It is understood that the annual payment is based on the current distribution formula for Highway User Revenues, and in the event of any statutory change in the distribution formula for Highway User Revenues, this annual payment provision shall be renegotiated with the intent that the amount of the annual payment shall be reduced by an amount equivalent to any amount that is identified as being a reduction in Highway User Revenues distributed to the city as a result of the transfer of I-95 and I-395 under this Agreement. In no event will the City be required to remit more then FIVE MILLION DOLLARS ($5,000,000) annually to the State.

6. ACCEPTANCE OF TRANSFER

(a) The Authority agrees to accept the transfer of ownership of I-95 and I-395 from the CITY on or before July 15, 1992, subject to the provisions of this Agreement and, if necessary, the approval of the Federal Highway Administration. The Authority shall designate and operate I-95 and I-395 as a transportation facilities project.

(b) The AUTHORITY agrees not to add any points of access to, nor egress from, those sections of I-95 and I-395 as described above, without prior written approval of Federal Highway Administration and the CITY.

(c) The AUTHORITY agrees that these transferred sections of I-95 and I-395 as described above, shall be maintained in strict accordance with the approved Maryland Interstate Maintenance Guidelines pursuant to 23 CFR 635, Subpart E and/or any other (then operable) legislation or regulation established relating to maintenance of the Interstate System.

(d) The AUTHORITY agrees that the design and construction of any future improvements to those transferred sections of I-95 and I-395, as described above, will meet the then-current standards established for the Interstate System.

7. INSPECTION

As soon as practicable following the execution of this Agreement , but in any event prior to October 15, 1991, the Authority shall cause an engineering inspection to be conducted and completed on I-95 and I-395, which shall satisfy the 1990 Biennial Bridge Inspection requirements. In the event the engineering inspection reveals major structural defects or conditions, the City shall remain fully responsible for the correction of such defects or conditions prior to the transfer of ownership. Should the City fail to make such corrections in a timely manner, the Authority, at its sole option, may decline to accept the transfer, and may terminate or renegotiate this Agreement. If the formal transfer of ownership is not consummated, responsibility for operation, maintenance and patrol of I-95 and I-395 will be returned immediately to City jurisdiction, and the city shall reimburse the Authority for the costs of the Biennial Bridge Inspection including maintenance of traffic costs.

8. I-95 and I-395 Improvements

The CITY has proposed to the Federal Highway Administration the following improvements to I-95 and I-395 which the CITY agrees to design, advertise, award, fund and manage the construction:

(a) I-95 widening from Russell Street south to the City Line from the present three (3) lane configuration in each direction to four (4) lanes, to increase traffic capacity.

(b) I-95 Rehabilitation of the southbound roadway of I-95 at the I-95/I-895 split at the east City Line including approach slabs on the north side of I-95 Bridge over Kane-Dundalk Sts.

(c) I-395-Improvements from South of Camden Street to South of Conway Street to improve Stadium access.

(d) I-395-Relocation of Ramp D to accommodate traffic entering the stadium from northbound I-395.

(e) I-395-Part of the Russell Street Interchange with I-395 and Martin Luther King Jr. Boulevard and modifications to Ramp F, from southbound Martin Luther King Jr. Boulevard to southbound Russell Street.

The CITY agrees to use its best efforts to ensure that these improvements are completed prior to the opening of the Stadium. The Authority agrees to allow the CITY the necessary access and permit the CITY to construct such Stadium related improvements and modifications. The Authority will not be responsible for any or all changes or improvements including signing, made to I-95 and I-395 associated with the Camden Yards Stadium improvments.

9. POLICE JURISDICTION

(a) Police jurisdiction shall be established for the following stages of the transfer of I-95 and I-395:

(1) Effective July 15, 1991 at 12:01 a.m. EDT, the Authority's Toll Facilities Police shall have police jurisdiction as defined under Section 4-208 of the Transportation Article of the Annotated Code of Maryland over I-95 and I-395 within the limits defined in Exhibit A, for all police activities. This will include jurisdiction for the interstate portion of the construction projects described in paragraph 8, above.

(2) The Baltimore Police Department shall continue to have exclusive police jurisdiction on all surface streets above and below I-95 and I-395, and shall have concurrent police jurisdiction with the Toll Facilities Police on I-95 and I-395.

(3) The Baltimore Police Department shall continue to have exclusive police jurisdiction on all airspace property until such airspace property is transferred by the City to the Authority. At the time of transfer the Authority's Toll Facilities Police will have police jurisdiction on all air space property as defined under Section 4-208 of the Transportation Article of the Annotated Code of Maryland, and the Baltimore Police Department shall have concurrent jurisdiction with the Toll Facilities Police on all airspace property.

(b) As soon as is practicable, but in any event prior to and as a condition of the transfer of ownership from the City to the Authority, the Authority's Chief of Police and the City's Police Commissioner shall enter into a Memorandum of Understanding detailing the responsibilities of their respective police forces in all areas of concurrent jurisdiction. Such agreement shall at a minimum and without limitation, incorporate the intent of the parties to this Agreement that:

(1) The police force which responds first to an accident/incident on concurrent jurisdiction property shall be primarily responsible for handling and reporting that accident/incident.

(2) In an accident/incident involving a request for assistance, the police force requesting assistance shall have the primary responsibility for handling and reporting the accident/incident and the responding police force shall act in an assist role for only as long as needed and made available. The decision to terminate such assistance shall rest with the respective designated Command Official of each agency.

(3) The availability and duration of police assistance for investigations shall be at the discretion of the Authority's Chief of Police and the City's Police Commissioner, respectively, as determined on a case-by-case basis.

(c) For future stadium events in the Camden Yards area, it is the intent of the parties that the Baltimore Police Department shall have primary responsibility for traffic control on I-395 and the necessary portions of I-95 in the vicinity of Camden Yards, and that the Toll Facilities Police shall coordinate, their activities with the Baltimore Police Department. The details of such traffic control activities, coordination, communication and Standard Operating Procedures shall be established in a Memorandum of Understanding referred to in subparagraph 9.(b) above.

(d) The Authority's Toll Facilities Police shall provide the Baltimore Police Department with copies of Reports of all serious criminal incidents occurring within the areas defined in Exhibit A herein, including but not limited to homicide, rape and robbery. The reports provided shall be for local files only and may not be submitted to any State or Federal agency or commission for statistical purposes of for inclusion in any Uniform Crime Reports.

(e) Reciprocally the Baltimore Police Department shall provide the Authority's toll Facilities Police with copies of reports of all serious criminal incidents occurring within the areas defined in exhibit A herein, including but not limited to homicide, rape, and robbery. The reports provided may be submitted by the Authority's Toll Facilities Police to any State or Federal agency or commission for statistical purposes or for inclusion in any Uniform Crime Reports.

10. EMERGENCY CALL BOXES

The Authority shall arrange for transferring communications from emergency call boxes on I-95 and I-395 from the City's communication center to the Authority's control room at the Fort McHenry Tunnel, with such transfer to take place on or about the effective date of this agreement. The Authority will bear the cost of any additional telephone lines and or equipment. The CITY and the Authority shall split equally any outside administrative or engineering costs relative to the transfer of telephone service. In the event this agreement is not finalized, any costs associated with returning communications to the City shall be borne by the City.

11. UTILITIES

The CITY shall arrange for transferring utility services for I-95 and I-395 from the CITY's account to the Authority's account, with such transfer to take place on or about the effective date of this agreement. Any outside administrative or engineering cost associated with this transfer shall be borne equally by the CITY and the Authority. In the event this agreement is not finalized, any costs associated to return utility service to the CITY shall also be borne equally.

12. CLAIMS LIABILITY

Commencing July 15, 1991 at 12:01 a.m. EDT the Authority, in accordance with and to the extent permitted by State law, shall assume liability for all tort claims occurring on I-95 or I-395 within the limits of jurisdiction defined in Exhibit A. Any and all tort claims arising out of events occurring on I-95 and I-395 before the date noted above shall remain the complete responsibility of the City.

13. EXTENSION

The Commissioner, Baltimore City Department of Transportation is hereby authorized, from time to time on a quarterly basis, to extend the date of final transfer of ownership beyond July 15, 1992, should the final transfer be delayed due to real property title considerations, failure to receive required consents and approvals from proper governmental authorities or failure to complete surveys and documentation as required by this Agreement; provided that the responsible party continues to diligently pursue cure of the circumstances impeding the final transfer of ownership. Should the final transfer of ownership not take place on or before July 15, 1993, this Agreement may be terminated, or renegotiated at the option of either party.

14. CONTINUING COOPERATION

The CITY shall continue to pursue to completion any outstanding condemnation proceeding for property to be transferred under this Agreement. The Authority agrees that it will cooperate with the CITY in any fund request or action before the Federal Highway Administration or any other federal agency for reimbursement for or payment of funds the CITY may be liable for under any Final Inquisition, Judgment or Settlement of such condemnation proceedings, including but not limited to any relocation costs, attorneys fees or any final real estate closing costs or title insurance costs involved in the final settlement or transfer of the property to the CITY.

15. RECITALS

All of the aforegoing recitals are incorporated herein by reference and are made a substantive part hereof.

16. COUNTERPARTS

This Agreement may be executed in any number of counterparts and each such counterpart shall be deemed an original.

17. APPLICABLE LAW

This Agreement is made and executed and delivered in the State of Maryland and Maryland law shall govern its interpretation, performance and enforcement as well as all applicable Federal laws and regulations.

ATTEST:

Custodian of the City Seal

ALTERNATE

AUTHORITY:

John A. Agro Jr.
Executive Secretary

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Steven W. Vanderbosch
Assistant Attorney General

APPROVED, BALTIMORE CITY DEPARTMENT OF TRANSPORTATION:

Herman Williams, Jr.
Commissioner

APPROVED INTERSTATE DIVISION FOR BALTIMORE CITY

Harry J. McCullough
Chief

MAYOR AND CITY COUNCIL OF BALTIMORE

By: Kurt L. Schmoke
Kurt L. Schmoke, Mayor

MARYLAND TRANSPORTATION AUTHORITY

By: O. James Lighthizer
Chairman

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Leslie S. Winner
Assistant City Solicitor

APPROVED, BALTIMORE CITY BOARD OF ESTIMATES:

Richard A. Lubinsky
Clerk to the Board

JUL 3 1991

Date

MEMORANDUM OF ACTION OF ADMINISTRATOR HAL KASSOFF
TUESDAY, JUNE 6, 1989
* * *

Administrator Kassoff executed the following deed, dated June 6, 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 parcel of land as indicated and as more fully described in the deed:

| Grantee | Conveyance | In Accordance With |
|---|---|---|
| Gilbert Sapperstein | 0.77± A. excess land, located at intersection of Hanover St. & Chesapeake Ave. in Baltimore City; former prop. of R. Updyke, I. Levin, Mayor & City Council of Balto., Item No. D-20, D-41, D-42, Proj. PT-105, Patapsco Tunnel Project, West Approach. | Permission to dispose was granted by BPW on 7/14/88, Item 15-RP. Land acquired by option 1/25/55 for construction of W. approach to Harbor Tunnel. Neither Modal Administrations nor Balto. City expressed any interest in the prop. The only adjoining owner submitted offer of $5,000 which was rejected, later submitted bid of $16,600 which equals appraised value |

Copy: Mr. J. A. Agro, Jr.
Mr. B. B. Myers
Mr. C. Stickles
Mr. R. A. Conway
Mr. D. R. Kershner
Mr. J. F. Mahorney (2)
Mr. J. T. Neukam
Secretary's File
Project PT-105

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

October 25, 1984

On June 16, 1982, then Director of the Office of Planning and Preliminary Engineering Kassoff executed an Agreement between the State Highway Administration, Baltimore County, and Baltimore City relative to the transfer of the following sections of road:

SHA TO BALTIMORE COUNTY

Maryland Route 143 (Warren Road) from Maryland Route 45 (York Road) to north of Bosley Road
A total distance of ±1.45 miles

Maryland Route 143 (Merryman's Mill Road) from the Reservior to Maryland Route 146 (Jarrettsville Pike)
A total distance of ±1.61 miles

Already Co. 360 & Co 6615

BALTIMORE COUNTY TO SHA

Ashland Road from Maryland Route 45 (York Road) to the beginning of City Maintenance
A total distance of ±0.18 miles

Co 361 (Part)

Ashland/Paper Mill Road from the beginning of County Maintenance to the Reservior
A total distance of ±0.84 miles

Co 363 (All)

BALTIMORE CITY TO SHA

Ashland Road from City Maintenance to County Maintenance
A total distance of ±0.16 miles

Paper Mill Road through the Loch Raven Reservior
A total distance of ±0.86 miles

MV 4511 (all)

BALTIMORE CITY TO BALTIMORE COUNTY

Warren/Merryman's Mill Road through the Loch Raven Reservior
A total distance of ±1.87 miles

Already Co. 360 & Co 6615

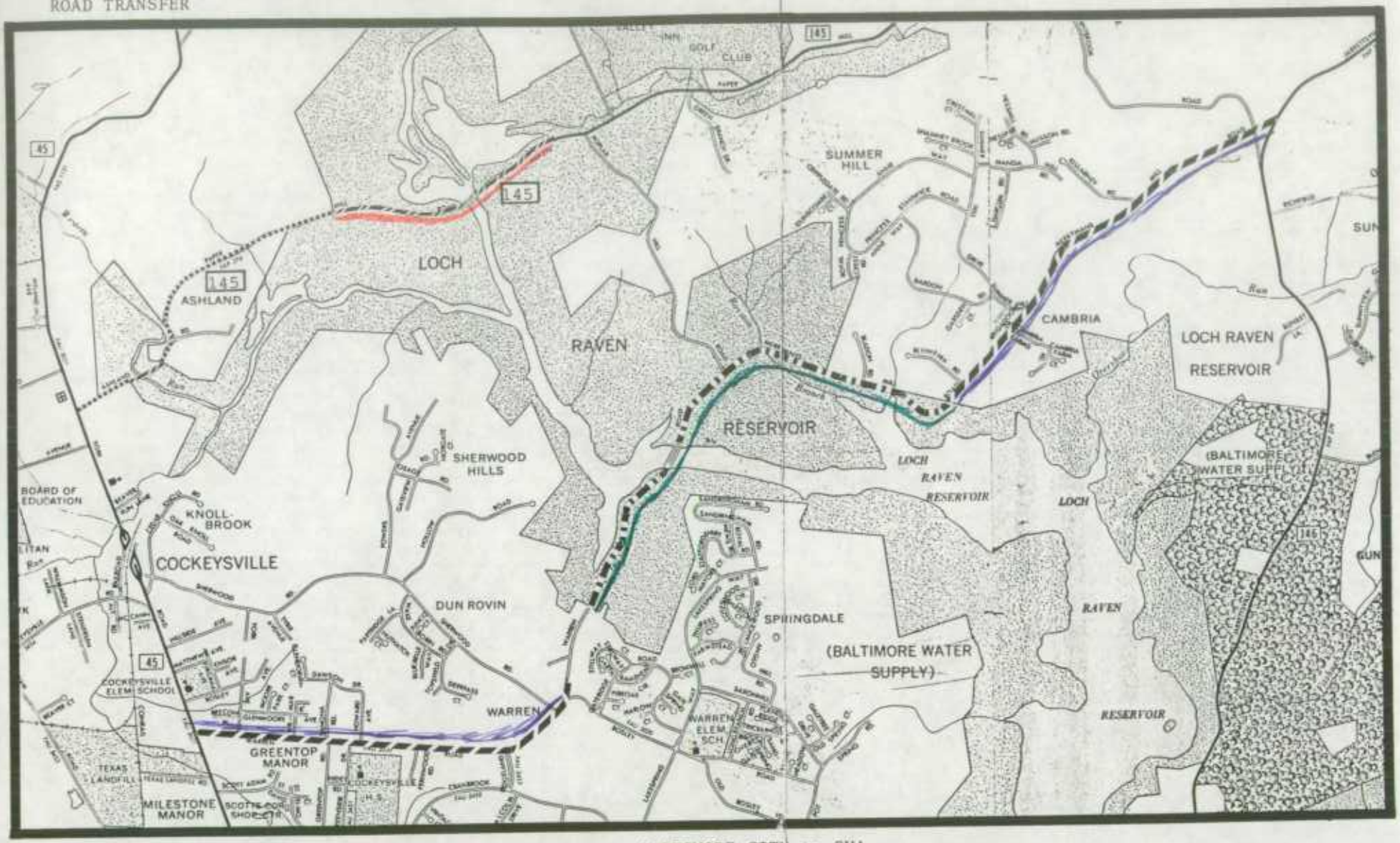
Conditions set forth in the Agreement stated that the effective date of transfer would be upon completion of certain highway improvements and acceptance for maintenance.

As of September 29, 1984, all conditions of the Agreement have been met and the transfer of the aforementioned roads is now completed. Warren Road/Merryman's Mill Road is now a county road and Ashland/Paper Mill Road is now Maryland Route 145 in its entirety.

cc. Mr. J. Agro
Mr. G. E. Dailey
Mr. C. T. Carter
Mr. E. M. Loskot
Mr. N. J. Pedersen
Mr. C. R. Olsen
Mr. R. J. Finck
Mr. J. L. White
Mr. R. C. Davison
Ms. R. W. Byron
Mr. J. N. Day
Mr. S. M. Plemens
Mr. H. A. Saunders
Mr. D. Ramsey
Mr. L. Ege
Mr. K. V. Dodson
Secretary's File
Mr. P. E. Becker
Mr. E. S. Freedman
Mr. P. W. Jaworski
Mr. T. Hicks
Mr. C. Lee
Mr. A. M. Capizzi
Mr. R. C. Pazourek
Mr. R. Weaver
Mr. R. E. Sewell
Mr. J. S. Koehn
Mr. J. Shea

ROAD TRANSFER

BALTIMORE COUNTY




SHA to BALTIMORE COUNTY

BALTIMORE COUNTY to SHA

BALTIMORE CITY to SHA

BALTIMORE CITY to BALTIMORE COUNTY

MEMORANDUM OF ACTION OF DIRECTOR HAL KASSOFF
OFFICE OF PLANNING AND PRELIMINARY ENGINEERING

September 10, 1982

Director Kassoff, Office of Planning and Preliminary Engineering, executed an Agreement dated June 16, 1982, between the State Highway Administration, Baltimore County, Maryland and the City of Baltimore, Maryland, relative to the transfer of the following sections of road, subject to the conditions more fully set forth in the agreement.

STATE HIGHWAY ADMINISTRATION TO BALTIMORE COUNTY

Md. 143 (Warren Road) - from Md. 45 (York Road) to North of Bosley Road.
A total distance of ± 1.45 miles.

Md. 143 (Merrymans Mill Road) - from the Reservoir to Md. 146.
A total distance of ± 1.61 miles.

BALTIMORE COUNTY TO STATE HIGHWAY ADMINISTRATION

Ashland Road - from Md. 45 (York Road) to the beginning of City maintenance.
A total distance of ± 0.18 mile.

Ashland Road/Paper Mill Road - from the beginning of County maintenance to the Reservoir. Removal of the existing single lane bridge, its approaches and the replacement roadway over the abandoned Penn Central Railroad by the "County" at their expense in Fiscal Year 1983.
A total distance of ± 0.84 mile.

BALTIMORE CITY TO STATE HIGHWAY ADMINISTRATION

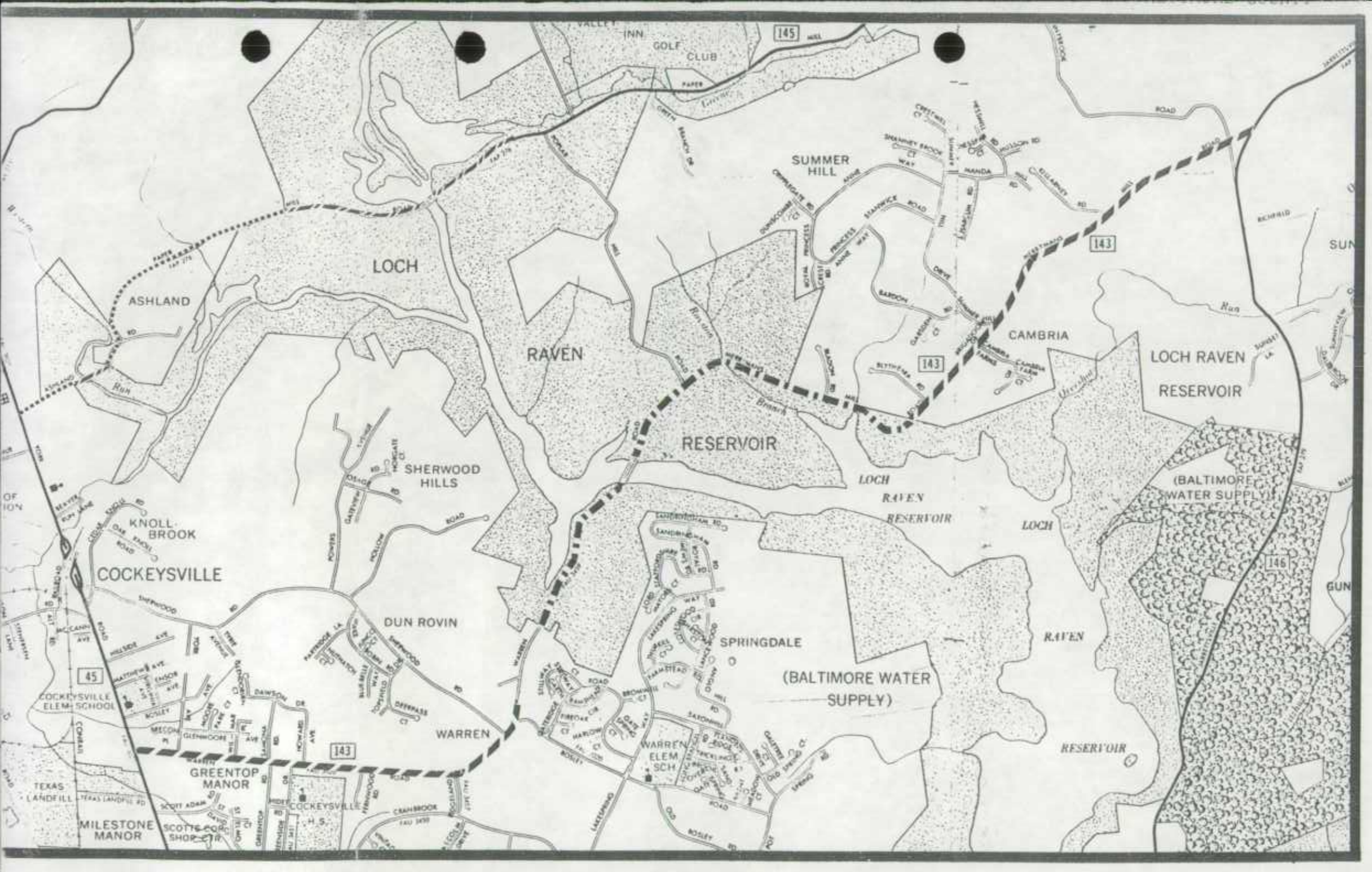
Ashland Road - from City Maintenance to County Maintenance (this includes minor maintenance and snow removal to the bridge over Western Run).
A total distance of ± 0.86 mile.

BALTIMORE CITY TO BALTIMORE COUNTY

Warren Road/Merrymans Mill Road - through Loch Raven Reservoir (this includes snow removal to the bridge over Loch Raven Reservoir).
A total distance of ± 1.87 miles.

Said Agreement had previously been executed by the Baltimore County Executive and the Mayor and City Council of Baltimore and approved as to form and legal sufficiency by Assistant Attorney General Polski.

cc: Mr. F. Gottemoeller
Mr. W. K. Lee, III
Mr. C. T. Carter
Mr. G. E. Dailey
Mr. H. Kassoff
Mr. H. J. McCullough
Mr. C. W. Reese
Mr. J. L. White
Mr. R. C. Davison
Mr. J. N. Day
Mr. K. V. Dodson
Mr. E. S. Freedman
Mr. T. Hicks
Mr. W. W. Knipple
Mr. P. S. Jaworski
Mr. C. Lee
Mr. E. M. Loskot
Mr. R. C. Pazourek
Mr. R. Weaver
Secretary's File




SHA to BALTIMORE COUNTY

BALTIMORE COUNTY to SHA

BALTIMORE CITY to SHA

BALTIMORE CITY to BALTIMORE COUNTY

THIS AGREEMENT, executed in triplicate, made a
entered into this _____ day of JUN 1 6 1982 19_____ by an
between the State Highway Administration of the Departme
Transportation of Maryland, hereinafter referred to as "
Administration", party of the first part, and Baltimore
Maryland, hereinafter referred to as "County", party of
second part, and the Mayor and City Council of Baltimore,
hereinafter referred to as "City", party of the third pa

WHEREAS, under authority contained in Transport
Article - Title 8-304 of the Annotated Code of Maryland,
State Highway Administration of the Department of Transpo
of Maryland is empowered to enter into an agreement to t
jurisdiction over and responsibility for the maintenance
State Highway, or portion thereof, with the governing bod
the several political subdivisions of Maryland, for the p
of reducing the cost of road maintenance, and the governi
bodies of the several political subdivisions of Maryland
empowered to enter into an agreement to transfer jurisdic
over and responsibility for the maintenance of any County
Municipal road, or portion thereof, with the State Highwa
Administration of the Department of Transportation of Mar
for the purpose of reducing the cost of road maintenance;

WHEREAS, the Mayor and City Council of Baltimor
authorized by the Code of the Public Local Laws of Baltim
(Article IV of the Code of the Public Local Laws of Maryl
Subtitle 25 to convert the entire valley or basin of the
River in Baltimore County and its dependencies from the p
dam at the lower end of Loch Raven to the upper end of the
of Phoenix into a reservoir or basin for augmenting and i
the municipal water supply of the City of Baltimore.

WHEREAS, in accordance with said authorizati
Subtitle 25, Section 9 and 10, the Mayor and City Coun
Baltimore are responsible to maintain, in good order a
existing public roads for free use of the public.

WHEREAS, the Mayor and City Council of Balti
to be relieved of that responsibility of maintenance a
of said public roads by the parties mentioned herein a
conditions hereafter enumerated.

WHEREAS, the parties hereto are desirous of
each with the other, accomplishing the herein proposed
and desire to enter into an agreement to state more fu
terms and conditions connected therewith.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH, t
and in consideration of the premises, and the sum of $1
payable by each party hereto to the other, the receipt
is hereby acknowledged, and in further consideration of
mutual covenants and conditions hereinafter set forth t
and performed, the parties hereto do hereby agree as fo

1. That the "Highway Administration" will develop the plans for improvements to said roads and will bear the full cost of plan development and contract advertisement.

2. That the "Highway Administration" will advertise improvement projects to said roads and award the contract subject to the approval and concurrence of the "City" and "County".

3. That the "Highway Administration" will act as the construction inspectors to improvements of said roads.

4. That improvements to said roads will be based on "Highway Administration" 3R standards.

5. That all improvements will be contained within the existing right-of-way of said roads.

6. That the construction schedule for improvements to said roads will be Fiscal Year 1983.

7. That the financial share proportions will be one-third to each party, including construction costs, material, construction inspection, administration and overhead ("County", "City", and the "Highway Administration").

8. That the financial share from all three parties must be placed in escrow with the "Highway Administration" prior to the advertisement of any project improvements to said roads.

9. Failure of any of the parties to contribute their financial share, will authorize the State of Maryland to make an appropriate deduction from the proportionate share due from the Highway User's Revenue dedicated to the parties.

10. In the event the estimated cost of improvements exceed $1,500,000.00, approval will be required through a letter of understanding approved by the "County", "City", and "Highway Administration".

11. That the "Highway Administration" is not obligated for the construction of any new roads, now and in the future, on said roads' corridors.

IT IS UNDERSTOOD AND AGREED that in consideration of the aforegoing, the "Highway Administration" does hereby transfer unto the "County", and the "County" does hereby acc from the "Highway Administration" jurisdiction over and responsibility for the maintenance of the following describe sections of State Highway for maintenance purposes, as part the County Highway System.

1. Md. 143 (Warren Road) - from Md. 45 (York Road) to North of Bosley Road. A total distance of ± 1.45 miles.

2. Md. 143 (Merrymans Mill Road) - from the Reservoir to Md. 146. A total distance of ± 1.61 miles.

IT IS FURTHER UNDERSTOOD AND AGREED between the pa hereto that conveyance of the aforegoing sections of State Highway are subject to the following conditions:

1. The effective date of transfer shall be upon completion of the improvements and exceptance for maintenance.

2. The aforegoing mileage will be included in the County inventory as of December 1st of the year following the date as set forth in Item 1 above.

3. The basis for the allocation of funds will include the additional ± 3.06 miles in the allocation to the County beginning July 1st of the year following the date as set forth in Item 2 above.

4. The transfer of said roads is made on an as-is basis which pertains to the existing rights-of-way and including all appurtenances and the proposed improvements.

5. The "County" accepts jurisdiction over and responsibility for the maintenance, repair, construction and reconstruction of said roads as of the effective date of transfer as set forth in Item 1 above.

IT IS FURTHER UNDERSTOOD AND AGREED that the "Hig Administration" will hereafter prepare a deed of conveyance for the above described sections of "State" constructed hig to the "County", subject to the approval of the Board of Pu Works of Maryland.

AND BE IT FURTHER AGREED that in consideration of aforegoing, the "County" does hereby transfer unto the "Hig Administration", and the "Highway Administration" does here accept from the "County" jurisdiction over and responsibili for the maintenance of the following described sections of County Highways for maintenance purposes as part of the Sta Highway System.

1. Ashland Road - from Md. 45 (York Road) to the beginning of City maintenance. A total distance of ± 0.18 mile.

2. Ashland Road/Paper Mill Road - from the beginning of County maintenance to the Reservoir. Removal of the existing single lane bridge, its approaches and the replacement roadway over the abandoned Penn Central Railroad by the "County" at their expense in Fiscal Year 1983. A total distance of ± 0.84 mile.

IT IS UNDERSTOOD AND AGREED between the parties he that conveyance of the aforegoing sections of County Highway are subject to the following conditions:

1. The effective date of transfer shall be upon completion of the improvements and acceptance for maintenance.

2. The aforegoing mileage will be excluded from the County inventory as of December 1st of the year following the date as set forth in Item 1 above.

3. The basis for the allocation of funds will exclude the ± 1.02 miles in the allocation to the County beginning July 1st of the year following the date as set forth in Item 2 above.

4. The transfer of said roads are made on an as-is basis which pertains to the existing rights-of-way and including all appurtenances and the proposed improvements.

5. The "Highway Administration" accepts jurisdiction over and responsibility for the maintenance, repair, construction and reconstruction of said roads as of the effective date of transfer as set forth in Item 1 above.

AND BE IT FURTHER AGREED that in consideration of aforegoing, the "City" does hereby transfer to the "Highway Administration", and the "Highway Administration" does here accept from the "City" jurisdiction over and responsibility the maintenance of the following described sections of the Highways for maintenance purposes as part of the State High System.

1. Ashland Road - from City Maintenance to County Maintenance (this includes minor maintenance and snow removal to the bridge over Western Run). A total distance of ± 0.16 mile.

2. Paper Mill Road - through Loch Raven Reservoir (this includes snow removal to the bridge over Loch Raven Reservo A total distance of ± 0.86 mile.

IT IS UNDERSTOOD AND AGREED between the part that conveyance of the aforegoing sections of City Hig are subject to the following conditions:

1. The effective date of transfer shall be upon completion of the improvements and acceptance for maintenance.

2. The transfer of said roads is made on an as-is basis which pertains to the existing rights-of-way, and includin all appurtenances, and the proposed improvements, with the exception of the bridge (#BC 6501) carrying Ashland Road over Western Run and the bridge (#BC 6506) carrying Paper Mill Road over Loch Raven Reservoir.

3. The "City" will perform at its sole expense: (a) all repairs, except minor surface repairs and snow removal on the bridge carrying Ashland Road over Western Run; (b) all repairs, including painting, construction and reconstructior except snow removal on the bridge carrying Paper Mill Road over Loch Raven Reservoir.

4. The "Highway Administration" will, at its sole expense, remove all snow from the bridges, as set forth in Item 3 above and perform minor road surface repairs to the roadway of the Ashland Road Bridge Minor road surface repairs are defined and mutually understood to include sealin surface cracks, patching small concrete cavitations not more than two inches in depth, and patching curb faces and tops. When the floor defects extend through the floor slab; such as, a crack or cavitatio or hole, exposing the reinforcing steel, the "Highway Administration" shall prompt advise the "City". The "City" will then make the required structural repairs to the floor slab.

5. That the bridges set forth in Item 3 above will remain under the jurisdiction of the "City".

6. That the "City" must agree to maintain their bridges to the present existing posted load limit (Ashland Road Bridge - 24,000 lbs., and Paper Mill Road Bridge - 24,000 lbs.).

7. The "Highway Administration" accepts jurisdiction over and responsibility for the maintenance, repair, construction and reconstruction of said roads as of the effective date of transfer as set forth in Item 1 above.

AND BE IT FURTHER AGREED that in consideration of aforegoing, the "City" does hereby transfer unto the "County and the "County" does hereby accept from the "City" jurisdic over and responsibility for the maintenance of the following described section of City Highway for maintenance purposes as part of the County Highway System.

Warren Road/Merrymans Mill Road - through Loch Raven Reservoir (this includes snow removal to the bridge over Loch Raven Reservoir).
A total distance of ± 1.87 miles.

IT IS FURTHER UNDERSTOOD AND AGREED between the par hereto that conveyance of the aforegoing section of City High is subject to the following conditions:

1. The effective date of transfer shall be upon completion of the improvements and acceptance for maintenance.

2. The aforegoing mileage will be included in the County inventory as of December 1st of the year following the date as set forth in Item 1 above.

3. The basis for the allocation of funds will include the additional ± 1.87 miles in the allocation to the County beginning July 1st of the year following the date as set forth in Item 2 above.

4. The transfer of said road is made on an as-is basis which pertains to the existing rights-of-way, and including all appurtenances and the proposed improvements, with the exception of the bridge (#BC 6510) carrying Warren Road/Merrymans Mill Road over Loch Raven Reservoir.

5. The "City" will perform at its sole expense all repairs, including painting, construction and reconstruction, except snow removal on the bridge carrying Warren Road/Merrymans Mill Road over Loch Raven Reservoir.

6. The "County" will, at its sole expense, removal all snow from the bridge carrying Warren Road/Merrymans Mill Road over Loch Raven Reservoir.

7. That the bridge as set forth in Item 5 above will remain under the jurisdiction of the "City".

8. That the "City" must agree to maintain their bridge to the present existing posted load limit (Warren Road/Merrymans Mill Road Bridge - 36,000 lbs.).

9. The "County" accepts jurisdiction over and responsibility for the maintenance, repair, construction and reconstruction of said road as of the effective date of transfer as set forth in Item 1 above.

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

RECOMMENDED FOR APPROVAL:

Chief, Bureau of Highway Statistics

THE STATE HIGHWAY ADMINISTRAT OF THE DEPARTMENT OF TRANSPOR

WITNESS:

By: _____
Director, Office of Planni and Preliminary Engineerin

Approved as to form and legal sufficiency this 1 day of July, 19 82.

Assistant Attorney General

RECOMMENDED FOR APPROVAL:

County Engineer

BALTIMORE COUNTY, MARYLAND

WITNESS:

By: _____
County Executive

Approved as to form and leg
sufficiency this 16 day
April, 19 82

Stanley J. Schapiro
ASST. County Attorney

ATTEST:

Custodian of The City Seal

MAYOR AND CITY COUNCIL OF BA

William Donald Schaefer
Mayor

APPROVED:

Director of Public Works

Head, Bureau of Water an
Waste Water

Approved as to form and legal
sufficiency this 4th day of
June, 1982.

Assistant City Solicitor

APPROVED BY THE BOARD OF ESTIMATES
Date JUN 16 1982

Deputy Comptroller & Clk. to the Boar

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



Chairman-Director Fisher executed sextuplicate copies of agreement dated January 14, 1970, between the State Roads Commission and the Mayor and City Council of Baltimore, Maryland, wherein in connection with roadway improvements, the City proposes to construct a dual drive arterial highway (0.53 mile in length), in Baltimore City, more particularly described as follows:

F.A.P. No. US-1022(18), S.R.C. No. BC-244-8-815
Northern Parkway - Roland Ave. to Charles St.,

wherein the parties agree as to their respective obligations and responsibilities in connection with the project, as more fully set forth in the agreement.

Said agreement had been executed previously on behalf of the City, 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. H. G. Downs
Mr. L. E. McCarl
Office of Planning & Safety
Mr. J. M. Axelrod
Mr. W. L. Shook (2)
Mr. C. S. Linville
Mr. G. N. Lewis, Jr.
Mr. T. Hicks
Mr. G. W. Cassell
Mr. R. E. Jones
Mr. L. A. Yost, Jr. (2)
Mr. P. R. Miller
Mr. A. L. Grubb
Mr. M. M. Brodsky
Mr. H. Berger
Mayor and City Council of Balto. (3)
Secretary's File
SRC-Baltimore City

MEMORANDUM OF ACTION OF STATE ROADS COMMISSION OF MARYLAND
BY CHAIRMAN AND DIRECTOR DAVID H. FISHER
MONDAY, JUNE 16, 1969
* * *



Chairman-Director Fisher executed sextuplicate copies of agreement dated May 14, 1969, between the State Roads Commission and the Mayor and City Council of Baltimore, Maryland, wherein in connection with roadway improvements, the City proposes to construct a highway, in Baltimore City, more particularly described as follows:

F.A.P. #U-100-1(12), S.R.C. #BC-253X-815
Caton Avenue - Patapsco Avenue to Bloede Avenue,

wherein the parties agree as to their respective obligations and responsibilities in connection with the project, as more fully set forth in the agreement.

Said agreement had been executed previously on behalf of the City, 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. C. S. Linville
Mr. G. N. Lewis, Jr. (4)
Mr. T. Hicks (4)
Mr. G. W. Cassell
Mr. R. E. Jones
Mr. L. A. Yost, Jr. (2)
Mr. P. R. Miller (4)
Mr. A. L. Grubb
Mr. M. M. Brodsky
Mr. W. B. Duckett
Mr. C. R. Dell
Mayor and City Council of Balto. (3)
Secretary's File
SRC-Baltimore City

MEMORANDUM OF ACTION OF STATE ROADS COMMISSION OF MARYLAND
BY CHAIRMAN AND DIRECTOR JEROME B. WOLFF
THURSDAY, JANUARY 30, 1969

* * *

Chairman-Director Wolff executed sextuplicate copies of agreement dated January 15, 1969, between the State Roads Commission of Maryland, and the Mayor and City Council of Baltimore, Maryland, wherein in connection with roadway improvements, the City proposes to construct a dual drive arterial highway (0.355 mile in length), in Baltimore City, more particularly described as follows:

Federal-Aid Project No. U-955-1(27) Cold Spring Lane-
Falls Road to Roland Avenue,

wherein the parties agree as to their respective obligations and responsibilities in connection with the project, as more fully set forth in the agreement.

This agreement had been executed previously on behalf of the City, recommended for approval by Deputy Director-Chief Engineer Fisher and approved as to form and legal sufficiency by Special Attorney Rogers.

Copy: Mr. D. H. Fisher
Mr. W. L. Shook
Mr. W. J. Addison
Mr. G. W. Cassell
Mr. H. G. Downs
Mr. C. S. Linville
Mr. G. N. Lewis, Jr. (4)
Mr. T. Hicks (4)
Mr. L. E. McCarl
Mr. L. C. Moser (2)
Mr. P. R. Miller (4)
Mr. A. L. Grubb
Mr. W. B. Duckett (2)
Mr. M. M. Brodsky
Mr. C. R. Dell
Mayor and City Council of Balto. (3)
Secretary's File
SRC-Baltimore City

MEMORANDUM OF ACTION OF STATE ROADS COMMISSION OF MARYLAND
BY CHAIRMAN AND DIRECTOR JEROME B. WOLFF
THURSDAY, SEPTEMBER 19, 1968
* * *

Chairman-Director Wolff executed sextuplicate copies of agreement dated August 21, 1968, between the State Roads Commission of Maryland, and the Mayor and City Council of Baltimore, Maryland, pertaining to preliminary engineering work in connection with construction of a highway in Baltimore City, between North Avenue and Cold Spring Lane, more particularly described as follows:

Federal-Aid Project No. U-955-1(25) Hilton Street from North Avenue to Cold Spring Lane,

wherein the parties agree as to their respective obligations and responsibilities in connection with the project, as more fully set forth in the agreement.

This agreement had been executed previously on behalf of the City, recommended for approval by Deputy Director-Chief Engineer Fisher and approved as to form and legal sufficiency by Special Attorney Rogers.

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

MEMORANDUM OF ACTION OF STATE ROADS COMMISSION OF MARYLAND
BY CHAIRMAN AND DIRECTOR JEROME B. WOLFF
THURSDAY, SEPTEMBER 17, 1959

* * *

Chairman-Director Wolff executed executed duplicate copies of agreement dated August 21, 1959, between the State Roads Commission of Maryland, and the Mayor and City Council of Baltimore, Maryland, pertaining to preliminary engineering work in connection with construction of a highway in Baltimore City, between North Avenue and Cold Spring Lane, more particularly described as follows:

Federal-Aid Project No. U-055-1(25) Milton Street from North Avenue to Cold Spring Lane,

wherein the parties agree as to their respective obligations and responsibilities in connection with the project, as more fully set forth in the agreement.

This agreement had been executed previously on behalf of the City, recommended for approval by Deputy Director-Chief Engineer Fisher and approved as to form and legal sufficiency by Special Attorney Rogers.

Copy: Mr. D. M. Fisher
Mr. F. P. Stevenson
Mr. L. J. Wolfe
Mr. J. J. Adkins
Mr. G. H. Connell
Mr. H. C. Crane
Mr. C. A. Linville
Mr. C. M. Lewis, Jr. (2)
Mr. C. C. Moser (2)
Mr. P. R. Miller (4)
Mr. A. L. Grubb
Mr. M. E. Dorsey (22)
Mr. M. H. Bradley
Mr. G. E. Zell
Mayor and City Council of Baltimore (3)
Secretary's File
BPC-Baltimore City

MEMORANDUM OF ACTION OF STATE ROADS COMMISSION OF MARYLAND
BY CHAIRMAN AND DIRECTOR JEROME B. WOLFF
THURSDAY, DECEMBER 28, 1967

* * *

Chairman and Director Wolff executed for and on behalf of the Commission, triplicate copies of agreement dated December 28, 1967, 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 Mayor and City Council of Baltimore, Maryland, party of the second part, therein called the "City," pertaining to improvements and widening of an existing bridge and reconstruction of the approaches thereto (0.4 mile in length), more particularly described as follows:

Federal Aid Project No. U-901-2(27) - Edmondson Avenue Bridge over Hilton St
Widening and Approaches

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

The agreement had been executed previously on behalf of the City, recommended for approval by Deputy Director-Chief Engineer Fisher and approved as to form and legal sufficiency by the office of the Special Assistant Attorney General.

Copy: Mr. D. H. Fisher
Mr. F. P. Scrivener
Mr. L. E. McCarl
Mr. W. J. Addison
Mr. G. W. Cassell
Mr. C. A. Goldeisen
Mr. C. S. Linville
Mr. G. N. Lewis, Jr. (8)
Mr. L. C. Moser (2)
Mr. H. P. Jones
Mr. H. G. Downs (4)
Mr. A. L. Grubb
Mr. W. B. Duckett (2)
Mr. M. M. Brodsky
Mayor and City Council of Baltimore (3)
Secretary's File
SRC-Baltimore City file

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16.08 6

Secretary's File
No. 44367



STATE OF MARYLAND
STATE ROADS COMMISSION
300 WEST PRESTON STREET
BALTIMORE, MD. 21201
(MAILING ADDRESS-P.O. BOX 717, BALTIMORE, MD. 21203)



May 31, 1967

Mrs. Iris P. Rosenblatt
Balto. City Dept. of Rights of Way
Room 802 Municipal Building
Lexington and Holliday Streets
Baltimore, Maryland 21202

Dear Mrs. Rosenblatt:

Forwarded herewith are an original executed copy and an unexecuted copy of Perpetual Easement, dated April 28, 1967, by which the State Roads Commission of Maryland and the Board of Public Works of Maryland grant unto the City of Baltimore perpetual easement to construct and maintain an extension to Moravia Road as it presently exists, at the expense of the City of Baltimore with regard to the construction and maintenance thereof, as shown on SRC Plat No. 35312 attached thereto, over land in Baltimore City heretofore acquired for the Patapsco Tunnel Project.

Very truly yours,

A. W. Smith
Secretary

AWS:MLK
Encs.
CC: Mr. H. G. Downs
Secretary's File
Patapsco Tunnel Project
Mr. G. V. Walters

Secretary's File

No. 44367

EXCERPT FROM MINUTES OF MEETING OF THE STATE ROADS COMMISSION
FRIDAY, APRIL 28, 1967
***

By motion duly adopted that it serves a public purpose, and is within statutory authority involving the Patapsco Tunnel Project, the Commission approved and Chairman and Director Wolff executed for and on its behalf, Perpetual Easement, in triplicate, dated April 28, 1967, previously approved as to form and legal sufficiency by Special Attorney Eli Baer, by which the Commission grants, conveys, and quitclaims, subject to approval of the Board of Public Works of Maryland, unto the grantee named, an easement in perpetuity as indicated and as more fully described therein:

| Grantee | Conveyance | In Accordance With |
|---|---|---|
| The City of Baltimore | Easement in perpetuity to construct and maintain an extension to Moravia Road as it presently exists, at the expense of the City of Baltimore with regard to the construction and maintenance thereof, as shown on SRC Plat No. 35312 (R/W Project No. BC-239-4-815;FAP#U-955-1(18), Moravia Road - E. Bowleys Lane to Pulaski Highway), attached thereto for identification purposes only, over land in Baltimore City heretofore acquired for the Patapsco Tunnel Project. | Agreement 4/12/56 between SRC of Md. and Mayor and City Council of Baltimore City, Re: Patapsco Tunnel Project, and to permit Baltimore City to continue, with Federal Funds participation, construction of Moravia Rd. under Contract BC-239-5-815 by construction of roadway and structure over Northeastern Expressway (now John F. Kennedy Memorial Hwy.). |

Copy: Mr. H. G. Downs
Mr. L. C. Moser (2)
Mr. H. L. Cohen
Mr. M. M. Brodsky
Mr. W. F. Bender
J. E. Greiner Company
Bd. of Public Works
Secretary's File #24089
Secretary's File
P.T.-General
P.T.-Binder
SRC-Baltimore City

Secretary's File

No. 44367

THIS PERPETUAL EASEMENT, made and entered into this 28th day of APRIL, 1967, 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 Spiro T. Agnew, Governor of Maryland, Louis L. Goldstein, Comptroller of Maryland, and John A. Luetkemeyer, Treasurer of Maryland, constituting the BOARD OF PUBLIC WORKS OF MARYLAND, party of the second part, the said parties of the first and second parts hereinafter sometimes called the "GRANTORS"; and, THE CITY OF BALTIMORE, a Municipal Corporation, party of the third part, hereinafter sometimes called the "GRANTEE".

WHEREAS, the STATE ROADS COMMISSION OF MARYLAND did heretofore construct a tunnel under the Patapsco River in the City of Baltimore from a point at or near the mouth of North West Branch to a point approximately opposite at or near Fairfield, which said tunnel is known as the "Patapsco Tunnel Project" and was constructed by virtue of Chapter 56 of the Laws of Maryland of 1947, as amended by Chapter 41 of the Laws of Maryland of the 1947 Extraordinary Session of the Maryland Legislature, now being Sections 106 to 126, inclusive, of Article 89B of the Annotated Code of Maryland, 1957 Edition, as amended, and titled: "State Roads", subtitle: "Bridge, Tunnel and Motorway Revenue Bonds"; and,

WHEREAS, the statutory authority aforementioned to construct, maintain, repair and operate the said Patapsco Tunnel Project was supplemented by virtue of an Act of Congress, approved June 16, 1948, 62 Stat. 463, entitled: "An Act supplementing the Act entitled 'An Act authorizing the State of Maryland, by and through its State Roads Commission or the successors of said Commission, to construct, maintain, and operate certain bridges across streams, rivers and navigable waters which are wholly or partly within the State', approved April 7, 1938"; and

WHEREAS, under and by virtue of the statutory authority above referred to, the State Roads Commission of Maryland did acquire by purchase, condemnation and otherwise, various tracts of land, rights-of-way, easements, etc., in order to accomplish the construction of the Patapsco Tunnel Project aforementioned; and,

WHEREAS, by a certain Agreement dated April 12, 1956, by and between the State Roads Commission of Maryland and the Mayor and City Council of Baltimore City, relating to the "Patapsco Tunnel Project", the State of Maryland and the City of Baltimore expressed a desire that (1) provision be made for the construction, by the City of Baltimore, of a highway crossing the alignment of the aforesaid Patapsco Tunnel Project, and (2) that provision be made for a common Interchange extending from Pulaski Highway to the Northwest side of the right-of-way of the Patapsco Tunnel Project over land which heretofore was acquired and which is now owned by the State of Maryland for the said Patapsco Tunnel Project, as aforementioned; and,

WHEREAS, by Ordinance No. 1705, approved by the Mayor of Baltimore City on May 20, 1963, authority was given, and provision was made therein for the acquisition of land for the opening, widening, grading, construction and maintenance of Moravia Road East of Bowley's Lane in Baltimore City crossing the alignment of the said Patapsco Tunnel Project; and,

WHEREAS, it has been agreed by and between the State of Maryland and the City of Baltimore that the City's hereinbefore-mentioned plans for the construction and extension of Moravia Road over the Patapsco Tunnel Project are within the purview of, and in accordance with, the provisions made for such crossing and Interchange in the above-mentioned Agreement of April 12, 1956, and are acceptable at this time to all parties concerned therewith as to location, line and grade; and,

WHEREAS, it has been further agreed, however, that no actual construction shall be begun by the City of Baltimore on the aforesaid Moravia Road crossing and Interchange until the State of Maryland, acting through the State Roads Commission, or its duly designated agent, shall approve final construction plans therefor; and,

WHEREAS, the State Roads Commission of Maryland did, by Motion duly adopted at a formal meeting of the said Commission on the 28 day of APRIL, 1967, decide that it serves a public purpose, and is within statutory authority involving the aforesaid Patapsco Tunnel Project, to grant this easement in perpetuity to permit the City of Baltimore to construct and

maintain an extension to Moravia Road as it presently exists, at the expense of the City of Baltimore with regard to the construction and maintenance thereof, and as shown on Plat No. 35312 which is attached hereto for identification purposes only; and,

WHEREAS, the Board of Public Works did, by Motion duly adopted at a formal meeting of the said Board held on the day of , 1967, concur in the aforementioned action of the State Roads Commission.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH that for and in consideration of the sum of One ($1.00) Dollar, and other good and valuable considerations, the receipt of which is hereby acknowledged, the said parties of the first and second parts do hereby grant, convey, and quitclaim unto the party of the third part, its successors and assigns, an easement in perpetuity for the purpose of highway construction, use and maintenance, together with all uses pertinent to highway use and maintenance, such as, but not limited to, the construction and maintenance of walkways, avenues of ingress and egress, and illuminating and drainage facilities connected with and incidental to highway use, in, over, and through the lands of the State of Maryland described as follows:

BEGINNING for Parcel No. 1 at the point formed by the intersection of the southeast side of Pulaski Highway, 152 feet wide, and the division line between that parcel of land acquired by the State of Maryland from the Baltimore Brick Company for the Patapsco Tunnel Project, North Approach, as shown on State Roads Commission Plat No. 15773 recorded and filed July 11, 1957 in the Land Records of Baltimore City in Liber J.F.C. No. 147 Folio 234 and referred to in the condemnation proceedings in the matter of State Roads Commission of Maryland vs. Baltimore Brick Company and the property adjoining on the south thereof now or formerly owned by the Baltimore Brick Company and running thence binding on the southeast side of said Pulaski Highway, Northeasterly 950 feet, more or less, to intersect the northeast outline of that parcel of land acquired by the State of Maryland from Morris Biller "etal" for the Patapsco Tunnel Project, North Approach, as shown on the State Roads Commission Plat No.15761,

said outline being the northeast outline of the Moravia Road Pulaski Highway Interchange Condemnation Ordinance No. 1705, approved May 20, 1963; thence binding on said northeast outline, South 36°-09'-54" East 358.64 feet; thence binding in part on the southeast outline of said parcel of land acquired by the State of Maryland from Morris Biller "Etal", in part on the east outline of the aforesaid parcel of land acquired by the State of Maryland from the Baltimore Brick Company and in all on the east outline of the aforesaid Moravia Road Pulaski Highway Interchange Condemnation Ordinance, there situate, as now surveyed, South 10°-44'-50" West 187.90 feet; thence binding on the southeast outline of said parcel of land acquired by the State of Maryland from the Baltimore Brick Company and on the southeast outline of the aforesaid Moravia Road Pulaski Highway Interchange Condemnation Ordinance, there situate, as now surveyed, South 41°-07'-38" West 183.90 feet, and thence binding on the south, southwest, and southeast outlines of the aforesaid parcel of land acquired by the State of Maryland from the Baltimore Brick Company the three following courses and distances; namely, South 76°-30'-36" West 233.74 feet, North 61°-26'-59" West 400.81 feet, and South 51°-30'-49" West 244.79 feet to the place of beginning.

BEGINNING for Parcel No. 2 at a point formed by the intersection of the northwest side of Pulaski Highway, 152 feet wide, and the northeast side of Lakedale Avenue, 30 feet wide, and running thence binding on the northeast side of said Lakedale Avenue and on the southwest outline of the Moravia Road Condemnation Ordinance No. 1705, approved May 20, 1963, the two following courses and distances, namely, North 41°-11'-47" West 160.73 feet and North 64°-52'-40" West 798.70 feet; thence binding on the northeast, north and northwest sides of the former bed of Lakedale Avenue condemned and closed under Ordinance No. 508 approved June 18, 1956, and continuing to bind on the southwest, south and southeast outlines of said Moravia Road Ordinance the five following courses and distances; namely, North 44°-03'-40" West 80.06 feet, North 61°-45'-40" West 179.60 feet, North 76°-56'-50" West 125.62 feet, North 62°-49'-00" West

222.58 feet and South 31°-10'-10" West 30.07 feet; thence binding on the southwest outline of that parcel of land acquired by the State of Maryland from the Mayor and City Council of Baltimore for the Patapsco Tunnel Project, North Approach, as shown on State Roads Commission Plat No. 15758 the two following courses and distances, namely, North 61°-23'-05" West 9.56 feet and North 45°-35'-30" West 113.47 feet to a bend in the former bed of a 20 foot road condemned and closed under Ordinance No. 508 approved June 18, 1956; thence binding on the southwest side of the former bed of said 20 foot road the two following courses and distances; namely, North 55°-22'-00" West 250.81 feet and North 58°-16'-50" West 76.50 feet to the southeast outline of that parcel of land acquired by the State of Maryland from the Mayor and City Council of Baltimore for the Patapsco Tunnel Project, North Approach, as shown on State Roads Commission Plat No. 15747; thence binding on the southeast outline of last said parcel South 24°-01'-10" West 415.32 feet; thence binding along the southwest outline of last said parcel of land and the outline of the aforesaid Moravia Road Condemnation Ordinance, there situate, North 65°-58'-50" West 300.00 feet; thence binding along the northwest outline of last said parcel North 24°-01'-10" East 470 feet, more or less, to intersect the southwest side of the former bed of said 20 foot road; thence binding on the southwest side of the former bed of said 20 foot road North 56°-42'-10" West 27 feet, more or less, to the end of the former bed of said 20 foot road; thence binding on the southwest outline of that parcel of land acquired by the State of Maryland from the Mayor and City Council of Baltimore for the Patapsco Tunnel Project, North Approach, as shown on State Roads Commission Plat No. 15747, Northwesterly 400 feet, more or less; thence binding on the southwest and west outlines of that parcel of land acquired by the State of Maryland from Tito Giacchi "Etal", for the Patapsco Tunnel Project, North Approach, as shown on the State Roads Commission Plat No. 15754 and the southwest and west outlines of the aforesaid Moravia Road Condemnation Ordinance, there situate, the two following courses and distances; namely, North 30°-41'-40" West 258.43 feet and North 05°-45'-50" West 46.00 feet; thence binding on the Northwest outline of last said parcel of land acquired by the State of Maryland from Tito Giacchi, "Etal", North 58°-00'-45" East 210.61 feet; thence continuing in the same direction

and binding in part on last said northwest outline and in part on the northwesternmost extremity of Bowleys Lane, 30 feet wide, as condemned and closed under Ordinance No. 508 Approved June 18, 1956 and in all on the northwest outline of the aforesaid Moravia Road Condemnation Ordinance, there situate, North 58°-00'-45" East 336.39 feet; thence bandinuing to bind on the northeast outline of the aforesaid Moravia Road Condemnation Ordinance through that parcel of land acquired by the State of Maryland from Henry Langenfelder, "Etal", for the Patapsco Tunnel Project, North Approach, as shown on State Roads Commission Plats No. 15748 and No. 15755, South 55°-41'-46" East 629.20 feet to intersect the northwest side of the relocated Bowleys Lane, as shown on the State Roads Commission Plats Numbers 15748, 15747, and 15758 of the Patapsco Tunnel Project, North Approach; thence binding on the northwest, west, southwest, and southeast sides of said relocated Bowleys Lane and the southeast, east, northeast and northwest outlines of the aforesaid Moravia Road Condemnation Ordinance, there situate, the four following courses and distances; namely, South 23°-09'-37" West 184.71 feet, by a line curving to the left, with a radius of 168.24 feet the distance of 112.37 feet, which arc is subtended by a chord bearing South 04°-01'-34" West 110.29 feet, by a line curving to the left, with a radius of 263.73 feet the distance of 191.55 feet, which arc is subtended by a chord bearing South 35°-54'-56" East 187.37 feet and North 30°-15'-00" East 13.01 feet to intersect the southwest side of Bowleys Lane as originally laid out, 30 feet wide, thence binding on the southwest side of last said Bowleys Lane, and continuing to bind on the southwest side of Bowleys Lane varying in width from 30 feet to 40 feet wide, and in all on the outline of the aforesaid Moravia Road Condemnation Ordinance, there situate, the two following courses and distances, namely, South 56°-38'-40" East 838.66 feet, and South 64°-52'-40" East 1082.00 feet; thence continuing to bind on the outline of the aforesaid Moravia Road Condemnation Ordinance crossing last said Bowleys Lane, North 69°-36'-40" East 76.15 feet; thence continuing to bind on the outline of said Moravia Road Condemnation Ordinance North 52°-10'-45" East 355.62 feet to the westernmost corner of Moravia Road,

100 feet wide, and Pulaski Highway, 152 feet wide; thence binding on the northwest side of said Pulaski Highway Southwesterly 800 feet, more or less, to the place of beginning.

ALSO, beginning for the same at the point formed by the intersection of the northwest side of Pulaski Highway, 152 feet wide, and the northwest outline of that parcel of land acquired by the State of Maryland from the Mayor and City Council of Baltimore for the Patapsco Tunnel Project, North Approach, as shown on State Roads Commission Plats No. 15765 and No. 15764 and running thence binding on the northwest and west outlines of said parcel of land the three following courses and distances; namely, North 62°-57'-30" East 604.55 feet, by a line curving to the left with a radius of 2221.85 feet the distance of 250.31 feet and by a line curving to the left with a radius of 971.02 feet the distance of 1586.63 feet; thence continuing in the same direction for a new line of division through the former bed of Lakedale Avenue as condemned and closed under Ordinance No. 508, approved June 18, 1956, by a line curving to the left with a radius of 971.02 feet the distance of 48.52 feet to intersect the south outline of the Moravia Road Condemnation Ordinance No. 1705, approved May 20, 1963; thence binding on the south and southwest outlines of said Moravia Road Ordinance and on the north and northeast sides of the former bed of said Lakedale Avenue, there situate, the two following courses and distances; namely, South 76°-56'-50" East 84.31 feet and South 61°-45'-40" East 158.60 feet; thence for another new line of division through the former bed of Lakedale Avenue by a line curving to the right with a radius of 1101.02 feet the distance of 95.81 feet; thence continuing in the same direction and binding on the east outline of that parcel of land acquired by the State of Maryland from the Mayor and City Council of Baltimore for the Patapsco Tunnel Project; North Approach, as shown on State Roads Commission Plat No. 15764, by a line curving to the right with a radius of 1101.02 feet the distance of 966.25 feet; thence binding on the northeast outline of last said parcel of land, South 30°-45'-45" East 123.98 feet to intersect the aforesaid northwest side of Pulaski Highway and thence binding on the northwest side of said

Pulaski Highway and on the southeast outline of that parcel of land acquired by the State of Maryland from the Mayor and City Council of Baltimore for the Patapsco Tunnel Project, North Approach, as shown on State Roads Commission Plats No. 15764 and No. 15765, there situate, the three following courses and distances; namely, South 59°-14'-17" West 484.91 feet, by a line curving to the right with a radius of 2918.20 feet the distance of 485.41 feet, and South 69°-17'-30" West 440.54 feet to the place of beginning.

All courses and distances in the above description are referred to the true meridian as adopted by the Baltimore Survey Control System.

SUBJECT TO and excepting from the operation and effect of this easement any and all rights and reservations which may have been granted or reserved by former owners of this property or their predecessors in title and/or covenants or restrictions which may have been established with respect to said land by such former owners or their predecessors in title.

SUBJECT TO and excepting from the operation and effect of this easement any and all existing rights now held or used by any public utility or public utilities across or adjacent to the land herein conveyed.

SUBJECT, also, to each and every reservation, restriction, condition, covenant and control set forth inthis instrument.

IN TESTIMONY WHEREOF, the parties have hereto set their hands and seals this day and year first above written.

ATTEST:

Secretary

STATE ROADS COMMISSION OF MARYLAND

By (SEAL)
Jerome B. Wolff
Chairman and Director of Highways
for the State of Maryland

ATTEST:

Secretary

(SEAL)
Spiro T. Agnew
Governor of Maryland

(SEAL)
Louis L. Goldstein
Comptroller of Maryland

(SEAL)
John A. Luetkemeyer
Treasurer of Maryland

Constituting the BOARD OF PUBLIC WORKS OF MARYLAND.

ATTEST:

Lawrence B. Daley

Lawrence B. Daley, Deputy Treasurer

Mayor and City Council of Baltimore

By _____

Mayor

Approved:

_____

Director of Public Works
Baltimore City

Approved by Board of Estimates
Baltimore City MAY 10 1967

By _____

Approved as to form and legal sufficiency this 9 day of April, 1967.

_____

City Solicitor

Lloyd McAllister
Chief Asst Solicitor

Approved as to form and legal sufficiency this 17 day of April, 1967.

_____

Special Attorney
State Roads Commission

AFFIDAVIT

STATE OF MARYLAND, CITY OF BALTIMORE, to Wit:

I HEREBY CERTIFY, that on this 28th day of April in the year 1967, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared Jerome B. Wolff, Chairman and Director of Highways for the State of Maryland and acknowledged the aforegoing Deed to be the act of the ~~State Roads Commission of Maryland~~, and at the same time made oath in due form of law that he is fully authorized to execute and acknowledge the same.

NOTARY SEAL

WITNESS MY HAND AND NOTARIAL SEAL

My Commission expires

July 1, 1967

Henry A. Stark
Notary Public

AFFIDAVIT

STATE OF MARYLAND, COUNTY OF BALTIMORE, To Wit:

I HEREBY CERTIFY, that on this 15th day of May in the year, 1967, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared

Spiro T. Agnew - Governor of Maryland

Louis L. Goldstein - Comptroller of Maryland and

John A. Leutkemeyer - Treasurer of Maryland,

constituting the BOARD OF PUBLIC WORKS OF MARYLAND, and acknowledged the foregoing deed to be the act of the said Board of Public Works of Maryland,

NOTARY SEAL

WITNESS MY HAND AND NOTARIAL SEAL

My Commission expires July 1, 1967

Lucille Huelsebusch
Notary Public

AFFIDAVIT

STATE OF MARYLAND, CITY OF BALTIMORE, to Wit:

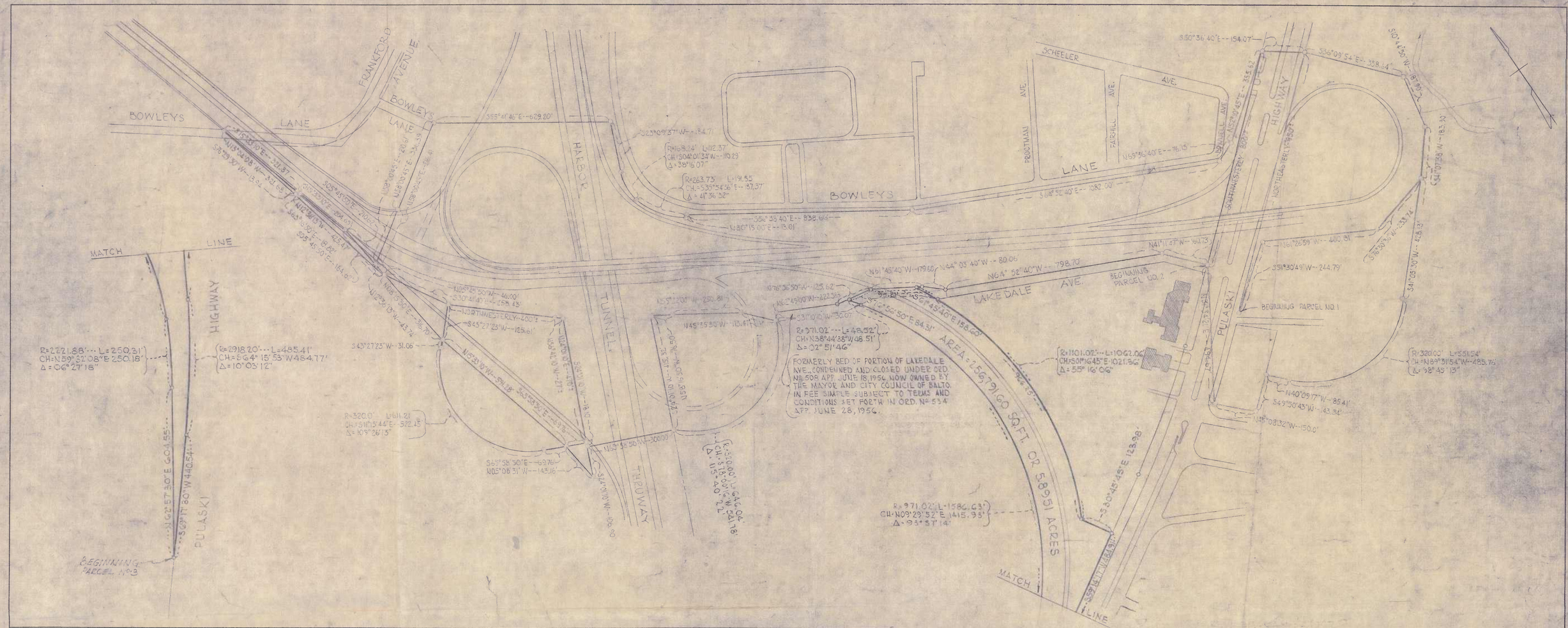
I HEREBY CERTIFY, that on this _____ day of MAY 10 1967 in the year _____, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeard Theodore R. McKeldin, Mayor of the City of Baltimore, a municipal corporation, acknowledged the aforegoing Deed to be the act of the ~~State Roads Commission of Maryland~~ Mayor and City Council of Baltimore, and at the same time made oath in due form of law that he is fully authorized to execute and acknowledge the same.

NOTARY SEAL

WITNESS MY HAND AND NOTARIAL SEAL

Dorothy P. Saunders
Notary Public

My Commission expires
July - 1967




## LEGEND

- REVERTIBLE EASEMENT FOR SUPPORTING SLOPES.
- REVERTIBLE EASEMENT OR RIGHT FOR SPECIAL PURPOSE AS INDICATED BY NOTATION ON THIS PLAT.
- PERPETUAL EASEMENT FOR SPECIAL PURPOSE AS INDICATED BY NOTATION ON THIS PLAT.
- PERPETUAL EASEMENT FOR DRAINAGE FACILITY AS INDICATED BY NOTATION ON THIS PLAT. (ARROW INDICATES GENERAL DRAINAGE FLOW PATTERN)
- PERPETUAL EASEMENT TO DISCHARGE FLOW OF WATER FROM OR INTO EXISTING WATERWAY OR NATURAL DRAINAGE COURSE.
- PERPETUAL EASEMENT TO DISCHARGE FLOW OF WATER UPON EXISTING GROUND.
- APPROXIMATE GENERAL DRAINAGE FLOW PATTERN (NOT TO SCALE-FOR EXPLANATORY PURPOSE ONLY)

THIS RIGHT OF WAY IS FOR AN EXPRESSWAY AND NO ACCESS EITHER VEHICULAR, PEDESTRIAN AND/OR ANIMAL WILL BE PERMITTED ACROSS THE LINES DESIGNATED "RIGHT OF WAY LINE OF THROUGH HIGHWAY" EXCEPT BY MEANS OF SUCH PUBLIC ROAD CONNECTIONS AS THE COMMISSION MAY CONSTRUCT OR PERMIT TO BE CONSTRUCTED.

NAMES OF REPORTED PROPERTY OWNERS AS SHOWN ON THIS PLAT ARE THOSE OF ORIGINAL GRANTORS TO THE COMMISSION. THE APPROXIMATE PROPERTY LINES SHOWN WERE NOT ESTABLISHED BY ACTUAL SURVEY, BUT ARE INTENDED FOR AN APPROXIMATE GUIDE ONLY.

SENT TO RECORD OFFICE _____ 19____

FINALIZED BY CHAIRMAN AND DIRECTOR _____ 19____

REVISIONS

LOCATED IN BALTIMORE CITY

PREPARED BY BUREAU OF SURVEYS

Harry L. Pugh 1/31/62

CONSTRUCTION PROJECT: MORAVIA RD. - E. BOWLEYS LANE TO PULASKI HIGHWAY

CONSTRUCTION PROJECT NO: U-955-1 (20) BC-239-5-815

## STATE ROADS COMMISSION OF MARYLAND

RIGHT OF WAY PROJECT: MORAVIA RD - E. BOWLEYS LANE TO PULASKI HIGHWAY

RIGHT OF WAY PROJECT NO. BC-239-4-815

FEDERAL AID PROJECT NO. U-955-1 (18)

ISSUED April 10, 1962

SCALE 1" = 200

LeRoy E. Moses ASP
CHIEF, RIGHT OF WAY DIVISION

PLAT No. 35312

MEMORANDUM OF ACTION OF STATE ROADS COMMISSION OF MARYLAND
BY CHAIRMAN AND DIRECTOR JOHN B. FUNK
MONDAY, JULY 25, 1966
* * *

Chairman and Director Funk executed for and on behalf of the Commission sextuplicate copies of agreement dated July 13, 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 Mayor and City Council of Baltimore, Maryland, party of the second part, therein called the "City," pertaining to construction of a dual drive arterial highway 0.964 miles in length, more particularly described as follows:

Federal Aid Project No. U-955-1(17) - Moravia Road from Belair Road to Sinclair Lane

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

This agreement had been executed previously on behalf of the City of Baltimore, 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. F. P. Scrivener (2)
Mr. L. E. McCarl
Mr. W. J. Addison
Mr. G. W. Cassell
Mr. C. A. Goldeisen
Mr. C. S. Linville
Mr. G. N. Lewis, Jr. (8)
Mr. R. E. Jones
Mr. H. G. Downs (4)
Mr. A. L. Grubb (2)
Mr. W. B. Duckett (2)
Mr. M. M. Brodsky
Mr. H. P. Jones
Mr. L. C. Moser (3)
Mayor and City Council of Baltimore(3)
Secretary's File
SRC-Baltimore City

MEMORANDUM OF ACTION OF STATE ROADS COMMISSION OF MARYLAND
BY CHAIRMAN AND DIRECTOR JOHN B. FUNK
MONDAY, JUNE 21, 1965
***



Chairman and Director Funk executed for and on behalf of the Commission agreement, in sextuplicate, dated June 9, 1965, 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 Mayor and City Council of Baltimore, Maryland, party of the second part, therein called the "City," setting forth the respective responsibilities of the parties thereto in regard to certain preliminary engineering work, utilizing the engineering staff and facilities of the City, in connection with construction of a highway in Baltimore City, between Belair Road and Sinclair Lane, more particularly described as follows:

Federal-Aid Project No. U-955-1(15) Moravia Road - Belair Road to Sinclair Lane

Said agreement had been executed previously by the City of Baltimore, recommended for approval by Chief Engineer Fisher, and approved as to form and legal sufficiency by Special Attorney Seymour.

Copy: Mr. D. H. Fisher
Mr. F. P. Scrivener
Mr. L. E. McCarl
Mr. W. J. Addison
Mr. G. W. Cassell
Mr. C. A. Goldeisen
Mr. C. S. Linville
Mr. G. N. Lewis, Jr. (8)
Mr. R. E. Jones
Mr. M. D. Philpot
Mr. H. G. Downs (4)
Mr. A. L. Grubb (2)
Mr. W. B. Duckett (2)
Mr. M. M. Brodsky
Mr. H. P. Jones
Mr. L. C. Moser (3)
Mayor & City Council of Balto. (3)
Secretary's File
SRC-Baltimore City

THIS AGREEMENT, Made this day of JUN 9 1965, 1965, 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 BALTIMORE, MARYLAND, party of the second part, hereinafter called the "City".

WITNESSETH:

WHEREAS, City desires to construct certain projects on the Federal-Aid road system of Baltimore City by its own contracts and/or force account, in order to utilize any Federal Funds which may be made available by State Roads Commission for use of City; and

WHEREAS, City proposes the improvement by construction of a highway in Baltimore City, between Belair Road and Sinclair Lane, there being certain preliminary engineering work in connection therewith; and more particularly described as follows:

Federal-Aid Project No. U-955-1(15) Moravia Road - Belair Road to Sinclair Lane

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

WHEREAS, City proposes to utilize Federal-Aid funds for the Preliminary Engineering work involved in this project; and

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

WHEREAS, Commission concurs in City's proposal to utilize the engineering staff and facilities of said City; and

WHEREAS, U. S. Bureau of Public Roads' Policy and Procedure Memorandum No. 21-6.3, dated December 22, 1964, sets forth procedures whereby services and facilities of local government may be utilized and requires that there be an executed agreement between Commission and local agency, setting forth conditions under which project would be constructed; and

WHEREAS, Commission finds that preliminary engineering can be advantageously performed under direction of City; and

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

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

WHEREAS, City desires and is willing to cooperate with Commission in carrying out objectives of the Federal-Aid Act, all in accordance with the regulations, policies and procedures of 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, Commission and City agree as follows:

1. City agrees that work to be performed shall be in accordance with U. S. Bureau of Public Roads' Policy and Procedure Memoranda 40-2 and 40-3.1, and applicable changes thereto.

2. Approvals of the design by Commission and Bureau of Public Roads are to be obtained by City as the work progresses. These approvals are required at five (5) principal stages:

a. Design criteria.

b. Type, size and location.

c. Preliminary design details.

d. Final review.

e. Plans, specifications and estimates.

City shall furnish Commission a monthly report of progress and include a description of any special studies or problems.

The work will at all times be subject to inspection by assigned representatives of Commission and Bureau of Public Roads.

3. All design shall be in accordance with acceptable standards for urban highways authorized by U. S. Bureau of Public Roads.

4. Standard plans shall be used to the maximum extent practicable.

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

6. City agrees to save Commission harmless from all law or equity suits, or from any liability whatever, either directly or indirectly arising from or out of said work, and Commission assumes no legal liability in connection therewith.

7. Financing of all work for said project shall be borne solely by City, and reimbursements to City of Federal-Aid funds participating in project shall be made in the following manner:

(a) On the first day of each month, or as soon thereafter as practicable, City shall prepare a bill or voucher for such work completed during the preceding month. This bill or voucher will be presented to Commission and upon receipt, Commission will promptly prepare necessary Bureau of Public Roads' vouchers and documents, and submit same to said Bureau of Public Roads for payment of Federal-Aid funds due.

(b) Upon payment of sum of money due under these vouchers from Bureau of Public Roads, Commission will make remittance thereof to City. Claims for less than One Thousand Dollars ($1,000.00) shall not be submitted.

(c) Final payment of Federal-Aid funds due on project will be made in the same manner as payment is made on intermediate vouchers.

8. Reimbursement to City for all eligible and participating costs expended in accomplishment of project will be made on audit of pertinent records. City will be required to maintain in readily accessible files all applicable documents relating to project, for a period of not less than three (3) years.

9. 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.

ATTEST:

Secretary

ATTEST:

Deputy City Treasurer

APPROVED:
BUREAU OF HIGHWAYS

By
Highways Engineer

Approved as to form and legal sufficiency this 16th day of June, 1965.

Special Attorney of Maryland

SUBMITTED TO AND APPROVED BY THE BOARD OF ESTIMATES THIS JUN 9 1965 DAY OF , 1965.

Clerk

STATE ROADS COMMISSION OF MARYLAND

By
Chairman-Director

MAYOR AND CITY COUNCIL OF BALTIMORE

By
Acting Mayor

APPROVED:
DEPARTMENT OF PUBLIC WORKS

By
Director

Approved as to form and legal sufficiency this 25 day of June, 1965.

Deputy City Solicitor

Chief Assistant City Solicitor

Recommended for Approval:

Chief Engineer, State Roads Commission

6/17/65
Date

MEMORANDUM OF ACTION OF STATE ROADS COMMISSION OF MARYLAND
BY CHAIRMAN AND DIRECTOR JOHN B. FUNK
MONDAY, JUNE 21, 1965
***

Chairman and Director Funk executed for and on behalf of the Commission two agreements, in sextuplicate, dated June 9, 1965, 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 Mayor and City Council of Baltimore, Maryland, party of the second part, therein called the "City," setting forth the respective responsibilities of the parties thereto in regard to the City securing the services of an engineering firm, having the prior concurrence of the Commission and U. S. Bureau of Public Roads, to perform certain preliminary engineering work in connection with construction of an expressway in Baltimore City

(1) From Western City Line to Intersection with I-95, more particularly described as Federal-Aid Project No. I-70N-5(5)94 - Interstate I-70N Expressway, and

(2) From Southwest City Line to and including the interchange with I-83, more particularly described as Federal-Aid Project No. I-95-4(5)28 - Interstate I-95 Expressway

Said agreements had been executed previously by the City of Baltimore, recommended for approval by Chief Engineer Fisher, and approved as to form and legal sufficiency by Special Attorney Seymour.

Copy: Mr. D. H. Fisher
Mr. F. P. Scrivener
Mr. L. E. McCarl
Mr. W. J. Addison
Mr. G. W. Cassell
Mr. C. A. Goldeisen
Mr. C. S. Linville
Mr. G. N. Lewis, Jr. (8)
Mr. R. E. Jones
Mr. M. D. Philpot
Mr. H. G. Downs (4)
Mr. A. L. Grubb (2)
Mr. W. B. Duckett (2)
Mr. M. M. Brodsky
Mr. H. P. Jones
Mr. L. C. Moser (3)
Mayor & City Council of Balto. (3)
Secretary's File (2)
SRC-Baltimore City

THIS AGREEMENT, Made this day of JUN 9 1965, 1965, 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 BALTIMORE, MARYLAND, party of the second part, hereinafter called the "City".

WITNESSETH:

WHEREAS, City desires to construct certain projects on the Federal-Aid road system of Baltimore City in order to utilize any Federal funds which may be made available by State Roads Commission for use of City; and

WHEREAS, City proposes the improvement by construction of an expressway in Baltimore City, from Western City Line to Intersection with I-95, there being certain preliminary engineering work in connection therewith; and more particularly described as follows:

Federal-Aid Project No. I-70N-5(5)94 - Interstate I-70N Expressway

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

WHEREAS, City proposes to utilize Federal-Aid Funds for the Preliminary Engineering work involved in this project; and

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

WHEREAS, U. S. Bureau of Public Roads' Policy and Procedure Memorandum No. 21-6.3, dated December 22, 1964, sets forth procedures whereby services and facilities of local government may be utilized and requires that there be an executed agreement between Commission and local agency, setting forth conditions under which project would be constructed; and

WHEREAS, the project involves highly complex engineering problems requiring specialized knowledge and experience, Commission concurs in City's proposal to employ a consulting engineering firm for design and preparation of plans, specifications and estimates; and

WHEREAS, Commission finds that City, as augmented by facilities and personnel of Commission where considered necessary by Commission, is adequately staffed and suitably equipped to direct and supervise the performance of preliminary engineering by a consulting engineering firm subject to the approval and satisfaction of Commission to the end that the work be completed in an economic and expeditious manner; and

WHEREAS, Commission concurs in City's proposal to utilize the engineering staff and facilities of said City therefor; and

WHEREAS, City agrees to participate in financing of project to the extent of all cost in excess of Federal reimbursement; and

WHEREAS, City desires and is willing to cooperate with Commission in carrying out objectives of the Federal-Aid Act, all in accordance with the regulations, policies and procedures of 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, Commission and City agree as follows:

1. Commission agrees that City shall secure the services of an engineering firm having the prior concurrence of Commission and U. S. Bureau of Public Roads and the contract shall be subject to the approval of Commission and U. S. Bureau of Public Roads.

2. City agrees that employment of consultant shall be in accordance with U. S. Bureau of Public Roads' Policy and Procedure Memorandum 40-6 and applicable changes thereto.

3. Approvals of the design by Commission and Bureau of Public Roads are to be obtained by City as the work progresses. These approvals are required at five (5) principal stages:

a. Design criteria.

b. Type, size and location.

c. Preliminary design details.

d. Final review.

e. Plans, specifications and estimates.

City shall furnish Commission a monthly report of progress and include a description of any special studies or problems.

The work will at all times be subject to inspection by assigned representatives of Commission and Bureau of Public Roads. Commission or Bureau of Public Roads, when contacting or visiting consultant, will advise the representative of City so that he may accompany Commission and/or Bureau of Public Roads' representative.

4. All design shall be in accordance with acceptable standards for Interstate highways.

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

6. Administrative directives for work on project shall be given the consulting engineers by City, but technical direction covering engineering features shall have the prior concurrence of Commission. This is necessary in order that Commission assumes full responsibility for the design in conformance with Federal-Aid requirements.

7. City agrees to save Commission harmless from all law or equity suits, or from any liability whatever, either directly or indirectly arising from or out of said work.

8. Financing of all work for said project shall be borne solely by City, and reimbursements of Federal-Aid Funds participating in project shall be made in the following manner, with Commission having responsibility for correctness of its vouchers to Bureau of Public Roads.

(a) On the first day of each month, or as soon thereafter as practicable, City shall prepare a bill or voucher for such work completed during the preceding month. This bill or voucher will be presented to Commission and, upon receipt, Commission will promptly prepare necessary Bureau of Public Roads' vouchers and documents, and submit same to said Bureau of Public Roads for payment of Federal-Aid funds due.

(b) Upon payment of sum of money due under these vouchers from Bureau of Public Roads, Commission will make remittance thereof to City. Claims for less than One Thousand Dollars ($1,000.00) shall not be submitted.

(c) Final payment of Federal-Aid funds due on project will be made in the same manner as payment is made on intermediate vouchers.

9. Reimbursement to City for all eligible and participating costs expended in accomplishment of project will be made on audit of pertinent records. City will be required to maintain in readily accessible files all applicable original source documents relating to project, for a period of not less than three (3) years, after payment of final voucher.

10. City agrees that at any time Commission determines that the direction and supervision furnished by City is not adequate, Commission will assign such additional personnel from among its own forces to be responsible for the direction and supervision of the work as is determined necessary for proper performance of the work for which City agrees to pay Commission for all costs incurred by Commission in connection therewith.

11. 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.

ATTEST:

Secretary

STATE ROADS COMMISSION OF MARYLAND

BY

Chairman - Director

ATTEST:

Deputy City Treasurer

MAYOR AND CITY COUNCIL OF BALTIMORE

BY

Acting Mayor

APPROVED:
BUREAU OF HIGHWAYS

BY

Highways Engineer

APPROVED:
DEPARTMENT OF PUBLIC WORKS

BY

Director

Approved as to form and legal sufficiency this 16th day of June, 1965.

Special Attorney of Maryland

Approved as to form and legal sufficiency this 28 day of May, 1965.

City Solicitor

Deputy

Assistant City Solicitor

Acting

SUBMITTED TO AND APPROVED BY THE BOARD OF ESTIMATES THIS DAY OF JUN 9 1965, 1965.

Clerk

Recommended for Approval:

Chief Engineer
State Roads Commission

6/17/65

Date

THIS AGREEMENT, Made this day of JUN 9 1965, 1965, 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 BALTIMORE, MARYLAND, party of the second part, hereinafter called the "City".

WITNESSETH:

WHEREAS, City desires to construct certain projects on the Federal-Aid road system of Baltimore City in order to utilize any Federal funds which may be made available by State Roads Commission for use of City; and

WHEREAS, City proposes the improvement by construction of an expressway in Baltimore City, from Southwest City Line to and including the interchange with I-83, there being certain preliminary engineering work in connection therewith; and more particularly described as follows:

Federal-Aid Project No. I-95-4(5)28 - Interstate I-95 Expressway

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

WHEREAS, City proposes to utilize Federal-Aid Funds for the Preliminary Engineering work involved in this project; and

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

WHEREAS, U. S. Bureau of Public Roads' Policy and Procedure Memorandum No. 21-6.3, dated December 22, 1964, sets forth procedures whereby services and facilities of local government may be utilized and requires that there be an executed agreement between Commission and local agency, setting forth conditions under which project would be constructed; and

WHEREAS, the project involves highly complex engineering problems requiring specialized knowledge and experience, Commission concurs in City's proposal to employ a consulting engineering firm for design and preparation of plans, specifications and estimates; and

WHEREAS, Commission finds that City, as augmented by facilities and personnel of Commission where considered necessary by Commission, is adequately staffed and suitably equipped to direct and supervise the performance of preliminary engineering by a consulting engineering firm subject to the approval and satisfaction of Commission to the end that the work be completed in an economic and expeditious manner; and

WHEREAS, Commission concurs in City's proposal to utilize the engineering staff and facilities of said City therefor; and

WHEREAS, City agrees to participate in financing of project to the extent of all cost in excess of Federal reimbursement; and

WHEREAS, City desires and is willing to cooperate with Commission in carrying out objectives of the Federal-Aid Act, all in accordance with the regulations, policies and procedures of 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, Commission and City agree as follows:

1. Commission agrees that City shall secure the services of an engineering firm having the prior concurrence of Commission and U. S. Bureau of Public Roads and the contract shall be subject to the approval of Commission and U. S. Bureau of Public Roads.

2. City agrees that employment of consultant shall be in accordance with U. S. Bureau of Public Roads' Policy and Procedure Memorandum 40-6 and applicable changes thereto.

3. Approvals of the design by Commission and Bureau of Public Roads are to be obtained by City as the work progresses. These approvals are required at five (5) principal stages:

a. Design criteria.

b. Type, size and location.

c. Preliminary design details.

d. Final review.

e. Plans, specifications and estimates.

City shall furnish Commission a monthly report of progress and include a description of any special studies or problems.

The work will at all times be subject to inspection by assigned representatives of Commission and Bureau of Public Roads. Commission or Bureau of Public Roads, when contacting or visiting consultant, will advise the representative of City so that he may accompany Commission and/or Bureau of Public Roads' representative.

4. All design shall be in accordance with acceptable standards for Interstate highways.

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

6. Administrative directives for work on project shall be given the consulting engineers by City, but technical direction covering engineering features shall have the prior concurrence of Commission. This is necessary in order that Commission assumes full responsibility for the design in conformance with Federal-Aid requirements.

7. City agrees to save Commission harmless from all law or equity suits, or from any liability whatever, either directly or indirectly arising from or out of said work.

8. Financing of all work for said project shall be borne solely by City, and reimbursements of Federal-Aid Funds participating in project shall be made in the following manner, with Commission having responsibility for correctness of its vouchers to Bureau of Public Roads.

(a) On the first day of each month, or as soon thereafter as practicable, City shall prepare a bill or voucher for such work completed during the preceding month. This bill or voucher will be presented to Commission and, upon receipt, Commission will promptly prepare necessary Bureau of Public Roads' vouchers and documents, and submit same to said Bureau of Public Roads for payment of Federal-Aid funds due.

(b) Upon payment of sum of money due under these vouchers from Bureau of Public Roads, Commission will make remittance thereof to City. Claims for less than One Thousand Dollars ($1,000.00) shall not be submitted.

(c) Final payment of Federal-Aid funds due on project will be made in the same manner as payment is made on intermediate vouchers.

9. Reimbursement to City for all eligible and participating costs expended in accomplishment of project will be made on audit of pertinent records. City will be required to maintain in readily accessible files all applicable original source documents relating to project, for a period of not less than three (3) years, after payment of final voucher.

10. City agrees that at any time Commission determines that the direction and supervision furnished by City is not adequate, Commission will assign such additional personnel from among its own forces to be responsible for the direction and supervision of the work as is determined necessary for proper performance of the work for which City agrees to pay Commission for all costs incurred by Commission in connection therewith.

11. 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.

ATTEST:

Secretary

STATE ROADS COMMISSION OF MARYLAND

BY

Chairman - Director

ATTEST:

Deputy City Treasurer

MAYOR AND CITY COUNCIL OF BALTIMORE

BY

Acting Mayor

APPROVED:
BUREAU OF HIGHWAYS

BY

Highways Engineer

APPROVED:
DEPARTMENT OF PUBLIC WORKS

BY

Director

Approved as to form and legal sufficiency this 16th day of June, 1965.

Special Attorney of Maryland

Approved as to form and legal sufficiency this 25 day of May, 1965.

Deputy City Solicitor

Chief Assistant City Solicitor

SUBMITTED TO AND APPROVED BY THE BOARD OF ESTIMATES THIS DAY OF JUN 9 1965, 1965.

Clerk

Recommended for Approval:

Chief Engineer
State Roads Commission

6/18/65

Date

MEMORANDUM OF ACTION OF STATE ROADS COMMISSION OF MARYLAND
BY CHAIRMAN AND DIRECTOR JOHN B. FUNK
MONDAY, OCTOBER 5, 1964
***

Chairman and Director Funk executed for and on behalf of the Commission agreement, in sextuplicate, dated September 30, 1964, 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 Mayor and City Council of Baltimore, Maryland, party of the second part, therein called the "City", setting forth the respective responsibilities of the parties thereto in regard to the City securing the services of an engineering firm, having the prior concurrence of the Commission and U. S. Bureau of Public Roads, to perform certain preliminary engineering work in connection with proposed improvement by construction of an expressway in Baltimore City, from Junction of I-70N to East City Line, more particularly described as follows:

Federal-Aid Project No. I-95-4(2)32 East-West Expressway

Said agreement had been executed previously by the City of Baltimore, recommended for approval by Chief Engineer Fisher, and approved as to form and legal sufficiency by Special Assistant Attorney General Buscher.

Copy: Mr. D. H. Fisher
Mr. F. P. Scrivener (2)
Mr. L. E. McCarl
Mr. W. J. Addison
Mr. G. W. Cassell
Mr. C. A. Goldeisen
Mr. C. S. Linville
Mr. G. N. Lewis, Jr. (8)
Mr. R. E. Jones
Mr. M. D. Philpot
Mr. H. G. Downs (4)
Mr. A. L. Grubb (2)
Mr. W. B. Duckett (2)
Mr. M. M. Brodsky
Mr. H. P. Jones
Mr. L. C. Moser (3)
Mayor & City Council of Balto. (3)
Secretary's File
SRC-Baltimore City

THIS AGREEMENT, Made this day of SEP 30 1964, 1964, 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 BALTIMORE, MARYLAND, party of the second part, hereinafter called the "City".

WITNESSETH:

WHEREAS, City desires to construct certain projects on the Federal-Aid road system of Baltimore City by its own contracts and/or force account, in order to utilize any Federal funds which may be made available by State Roads Commission for use of City; and

WHEREAS, City proposes the improvement by construction of an expressway in Baltimore City, from Junction of I-70N to East City Line, there being certain preliminary engineering work in connection therewith; and more particularly described as follows:

Federal-Aid Project No. I-95-4(2)32 East-West Expressway

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

WHEREAS, City proposes to utilize Federal-Aid funds for the Preliminary Engineering work involved in this project; and

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

WHEREAS, Commission concurs in City's proposal to utilize the engineering staff and facilities of said City; and

WHEREAS, the project involves highly complex engineering problems requiring specialized knowledge and experience, Commission concurs in City's proposal to employ a consulting engineering firm for design and preparation of plans, specifications and estimates; and

WHEREAS, 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 local government may be utilized and requires that there be an executed agreement between Commission and local agency, setting forth conditions under which project would be constructed; and

WHEREAS, Commission finds that preliminary engineering can be advantageously performed under direction of City; and

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

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

WHEREAS, City desires and is willing to cooperate with Commission in carrying out objectives of the Federal-Aid Act, all in accordance with the regulations, policies and procedures of 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, Commission and City agree as follows:

1. Commission agrees that City shall secure the services of an engineering firm having the prior concurrence of Commission and U. S. Bureau of Public Roads.

2. City agrees that employment of consultant shall be in accordance with U. S. Bureau of Public Roads' Policy and Procedure Memorandum 40-6 and applicable changes thereto.

3. Approvals of the design by Commission and Bureau of Public Roads are to be obtained by City as the work progresses. These approvals are required at five (5) principal stages:

a. Design criteria.

b. Type, size and location.

c. Preliminary design details.

d. Final review.

e. Plans, specifications and estimates.

City shall furnish Commission a monthly report of progress and include a description of any special studies or problems.

The work will at all times be subject to inspection by assigned representatives of Commission and Bureau of Public Roads. Commission or Bureau of Public Roads will not contact the consultant directly. Visits to consultant's office by representatives of Commission or Bureau of Public Roads will be made with a representative of City.

4. All design shall be in accordance with acceptable standards for interstate highways or as specifically authorized by U. S. Bureau of Public Roads.

5. Standard plans shall be used to the maximum extent practicable.

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

7. All authority for work on project will be between City and consultant engineering firm, and Commission assumes no legal liability in connection therewith. City agrees to save Commission harmless from all law or equity suits, or from any liability whatever, either directly or indirectly arising from or out of said work.

8. Financing of all work for said project shall be borne solely by City, and reimbursements to City of Federal-Aid funds participating in project shall be made in the following manner:

(a) On the first day of each month, or as soon thereafter as practicable, City shall prepare a bill or voucher for such work completed during the preceding month. This bill or voucher will be presented to Commission and upon receipt, Commission will promptly prepare necessary Bureau of Public Roads' vouchers and documents, and submit same to said Bureau of Public Roads for payment of Federal-Aid funds due.

(b) Upon payment of sum of money due under these vouchers from Bureau of Public Roads, Commission will make remittance thereof to City. Claims for less than One Thousand Dollars ($1,000.00) shall not be submitted.

(c) Final payment of Federal-Aid funds due on project will be made in the same manner as payment is made on intermediate vouchers.

9. Reimbursement to City for all eligible and participating costs expended in accomplishment of project will be made on audit of pertinent records. City will be required to maintain in readily accessible files all applicable documents relating to project, for a period of not less than three (3) years.

10. 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.

ATTEST:

M. L. Fischer

Asst. Secretary

STATE ROADS COMMISSION OF MARYLAND

By _____

Chairman-Director

ATTEST:

M Caple

Deputy City Treasurer

MAYOR AND CITY COUNCIL OF BALTIMORE

By _____

Mayor

APPROVED:
BUREAU OF HIGHWAYS

By _____

Highways Engineer

APPROVED:
DEPARTMENT OF PUBLIC WORKS

By _____

Director

Approved as to form and legal sufficiency this 2nd day of October, 1964.

Joseph E. Busch

Special Attorney of Maryland

Approved as to form and legal sufficiency this 3 day of September, 1964.

City Solicitor

Lloyd McAllister

Assistant City Solicitor

SUBMITTED TO AND APPROVED BY THE BOARD OF ESTIMATES THIS DAY OF SEP 30 1964, 1964.

Richard A. Liebig

Clerk

Recommended for Approval:

Chief Engineer, State Roads Commission

10/5/64

Date

MEMORANDUM OF ACTION OF STATE ROADS COMMISSION OF MARYLAND
BY CHAIRMAN AND DIRECTOR JOHN B. FUNK
MONDAY, AUGUST 10, 1964
***

Chairman and Director Funk executed for and on behalf of the Commission agreement, in sextuplicate, dated July 22, 1964, 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 Mayor and City Council of Baltimore, Maryland, party of the second part, therein called the "City", setting forth the respective responsibilities of the parties thereto in regard to the City securing the services of an engineering firm, having the prior concurrence of the Commission and U. S. Bureau of Public Roads, to perform certain preliminary engineering work in connection with proposed improvement by construction of a highway in Baltimore City, from Biddle Street to Pratt Street, for a length of 1.438 miles, more particularly described as follows:

Federal Aid Project No. I-83-1(30)0 Jones Falls Expressway

Said agreement had been executed previously by the City of Baltimore, recommended for approval by Chief Engineer Fisher, and approved as to form and legal sufficiency by Special Attorney Seymour.

Copy: Mr. D. H. Fisher
Mr. F. P. Scrivener (2)
Mr. L. E. McCarl
Mr. W. J. Addison
Mr. G. W. Cassell
Mr. C. A. Goldeisen
Mr. C. S. Linville
Mr. G. N. Lewis, Jr. (8)
Mr. R. E. Jones
Mr. M. D. Philpot
Mr. H. G. Downs (4)
Mr. A. L. Grubb (2)
Mr. W. B. Duckett (2)
Mr. M. M. Brodsky
Mr. H. C. Bowers
Mr. L. C. Moser (3)
Mayor & City Council of Balto.
Secretary's File
SRC-Baltimore City

MEMORANDUM OF ACTION OF STATE ROADS COMMISSION OF MARYLAND
BY CHAIRMAN AND DIRECTOR JOHN B. FUNK
MONDAY, OCTOBER 7, 1963

* * *

Chairman and Director Funk executed for and on behalf of the Commission agreement, in sextuplicate, dated October 2, 1963, 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 Mayor and City Council of Baltimore, Maryland, party of the second part, therein called the "City," applicable to the following Federal Aid Project in the City of Baltimore:

| Federal Aid Project No. | Name of Road |
|---|---|
| I-83-1(28)1 | Jones Falls Expressway - Biddle Street to Northern City Line (Signing and Marking) |

Said agreement stipulates the conditions under which this project is to be carried out and states that "City agrees to keep open and maintain project in a satisfactory manner and make ample provisions each year for such maintenance."

This agreement had been executed previously by the City of Baltimore, 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. G. B. Chaires
Mr. L. E. McCarl
Mr. R. J. Hajzyk
Mr. G. W. Cassell
Mr. C. A. Goldeisen
Mr. C. S. Linville
Mr. F. P. Scrivener
Mr. G. N. Lewis, Jr. (8)
Mr. R. E. Jones
Mr. W. B. Duckett (2)
Mr. H. G. Downs (4)
Mr. A. L. Grubb
Mr. M. M. Brodsky
Mr. H. C. Bowers
Mr. L. C. Moser (3)
Mayor and City Council of Baltimore, Md.
Secretary's File
SRC-Baltimore City

MEMORANDUM OF ACTION OF STATE ROADS COMMISSION OF MARYLAND
BY CHAIRMAN AND DIRECTOR JOHN B. FUNK
TUESDAY, MARCH 26, 1963
***

Chairman and Director Funk executed for and on behalf of the Commission agreement, in sextuplicate, dated February 27, 1963, 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 Mayor and City Council of Baltimore, Maryland, party of the second part, therein called the "City," regarding the adjustment of facilities of the Western Maryland Railway occasioned by the construction of a highway in Baltimore City, known as Wabash Avenue from Belle Avenue to the Western City Line, and more particularly described as "Federal-Aid Project No. U-910-1(5) - Railroad Relocation and Signalization."

By the terms of this agreement the Commission agrees that the City shall obtain plans, designs, and estimates from the Western Maryland Railway and that all work performed by force account by the Western Maryland Railway shall be subject to prior approval by Commission and U. S. Bureau of Public Roads. It further provides that all work will be performed on rights-of-way owned or controlled by the Western Maryland Railway at no expense to the Commission, and the City agrees to save Commission harmless from all law or equity suits for or on account of construction, or from any liability whatever, either directly or indirectly arising from or out of said construction. Said agreement sets forth the respective responsibilities of the parties thereto regarding the direction of construction, inspection of project, financing and method of reimbursement to the City of Federal Aid funds.

Said agreement had been executed previously by the City, 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. G. B. Chaires
Mr. L. E. McCarl
Mr. R. J. Hajzyk
Mr. G. W. Cassell
Mr. C. A. Goldeisen
Mr. C. S. Linville
Mr. F. P. Scrivener
Mr. G. N. Lewis, Jr. (8)
Mr. H. C. Bowers
Mr. R. E. Jones
Mr. W. B. Duckett (2)
Mr. H. G. Downs (4)
Mr. A. L. Grubb (2)
Mr. M. M. Brodsky
Mr. L. C. Moser (2)
Mayor and City Council of Baltimore (3)
Secretary's File
SRC-Baltimore City

THIS AGREEMENT, Made this day of FEB 27 1963, in the year nineteen hundred and sixty-three, 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 BALTIMORE, MARYLAND, party of the second part, hereinafter called the "City".

WITNESSETH:

WHEREAS, City desires to construct certain projects on the Federal-Aid road system of Baltimore City by its own contracts and/or force account, in order to utilize any Federal funds which may be made available by State Roads Commission for use of City; and

WHEREAS, City proposes the improvement by construction of a highway in Baltimore City, known as Wabash Avenue from Belle Avenue to Western City Line, for a length of 1.432 miles, there being certain work in connection therewith which will be performed on force account basis by Western Maryland Railway and more particularly described as follows:

Federal-Aid Project No. U-910-1(5) - Railroad Relocation and Signalization

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

WHEREAS, City proposes to utilize Federal-Aid funds for the construction of this project; and

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

WHEREAS, Commission concurs in City proposal to utilize the engineering staff and facilities of said City; and

WHEREAS, 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 local government may be utilized and requires that there be an executed

agreement between Commission and local agency, setting forth conditions under which project would be constructed; and

WHEREAS, Commission finds that construction can be advantageously performed under direction of City; and

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

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

WHEREAS, City desires and is willing to cooperate with Commission in carrying out objectives of the Federal-Aid Act, all in accordance with the regulations, policies and procedures of 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, Commission and City agree as follows:

1. Commission agrees that City shall obtain plans, designs, and estimates from the Western Maryland Railway. All work performed by force account by the Western Maryland Railway shall be subject to prior approval by Commission and U. S. Bureau of Public Roads in accordance with Bureau Policy and Procedure; and reimbursement to City shall be on basis of procedures as established in Policy and Procedure Memorandum No. 30-3 and agreed upon at time work is authorized.

2. City stipulates that all work will be performed on rights-of-way owned or controlled by the Western Maryland Railway at no expense to Commission.

3. Construction of project shall be subject at all times to inspection by representatives of Commission and U. S. Bureau of Public Roads so as to insure full compliance with the law, rules, and regulations relating to projects upon which Federal funds are being expended. Commission shall maintain direction of project through assigned representatives of City, and at cost of City will make such inspection of construction as will assure full compliance with all contract and

Federal requirements. In those instances which Commission directs attention of City to non-compliance with plans, specifications or estimates, City shall immediately effect necessary changes to insure full compliance with law, rules, regulations and contracts.

4. All construction work shall be performed in accordance with standards of the Western Maryland Railway or as specifically authorized by project approval.

5. Subject to approval of Commission and prior authorization by U. S. Bureau of Public Roads, City shall authorize construction by Western Maryland Railway on force account basis, and maintain surveillance with its own forces, under general direction of Commission, all construction work in accomplishment of approved plans.

6. Since the agreement covering Federal reimbursement will be between Commission and 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 approved plans, specifications and estimates, except as modified by changes having prior approval of Commission and U. S. Bureau of Public Roads.

7. All authority for work on project will be between City and Western Maryland Railway, and Commission assumes no legal liability in connection therewith. City agrees to save Commission harmless from all law or equity suits for or on account of construction, or from any liability whatever, either directly or indirectly arising from or out of said construction.

8. Financing of all work and construction for said project shall be borne solely by City, and reimbursements to City of Federal-Aid funds participating in project shall be made in the following manner:

(a) On the first day of each month, or as soon thereafter as practicable, City shall prepare a bill or voucher for such contract work completed during the preceding month. This bill or voucher will be presented to Commission and upon receipt Commission will promptly prepare necessary Bureau of Public Roads' vouchers and documents, and submit same to said Bureau of Public Roads for payment of Federal-Aid funds due.

(b) Upon payment of sum of money due under these vouchers from Bureau of Public Roads, Commission will make remittance thereof to City. Claims for less than One Thousand Dollars ($1,000.00) shall not be submitted.

(c) Final payment of Federal-Aid funds due on project will be made in the same manner as payment is made on intermediate vouchers.

9. Reimbursement to City for all eligible and participating costs expended in accomplishment of project will be made on audit of pertinent records. City will be

required to maintain in readily accessible files all railroad billings, project documents, and other papers relating to quantities applicable to project, for a period of not less than three (3) years.

10. 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.

ATTEST:

Secretary

STATE ROADS COMMISSION OF MARYLAND

By

Chairman and Director of Highways

ATTEST:

Deputy City Treasurer

MAYOR AND CITY COUNCIL OF BALTIMORE

By

Mayor

APPROVED:
BUREAU OF HIGHWAYS

By

Highways Engineer

APPROVED:
DEPARTMENT OF PUBLIC WORKS

By

Director

Approved as to form and legal sufficiency this 11 day of March, 1963.

Special Attorney of Maryland

Approved as to form and legal sufficiency this 15 day of February, 1963.

Francis B. Burch

City Solicitor

Lloyd G. McAllister

Assistant City Solicitor

SUBMITTED TO AND APPROVED BY THE BOARD OF ESTIMATES THIS FEB 27 1963 DAY OF , 1963.

R. A. Lidinsky

Clerk

Recommended for Approval:

Chief Engineer
State Roads Commission

3/14/63
Date

Mr. Cassell

MEMORANDUM OF ACTION OF STATE ROADS COMMISSION OF MARYLAND
BY CHAIRMAN AND DIRECTOR JOHN B. FUNK
WEDNESDAY, FEBRUARY 20, 1963
* * *

Chairman and Director Funk executed for and on behalf of the Commission agreement, in quintuplicate, dated February 6, 1963, 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 Mayor and City Council of Baltimore, Maryland, party of the second part, therein called the "City," applicable to the following Federal Aid Project in the City of Baltimore:

| Federal Aid Project No. | Name of Road |
|---|---|
| US-1023(4) | Druid Park Lake Drive |

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

This agreement had been executed previously by the City of Baltimore, recommended for approval by Chief Engineer Fisher and approved as to form and legal sufficiency by Special Attorney Seymour.

Copy: Mr. D. H. Fisher
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. F. P. Scrivener
Mr. G. N. Lewis, Jr. (8)
Mr. R. E. Jones
Mr. W. B. Duckett (2)
Mr. H. G. Downs (4)
Mr. A. L. Grubb (2)
Mr. M. M. Brodsky
Mr. H. C. Bowers
Mr. L. C. Moser (2)
Mayor and City Council of Baltimore, Md.
Secretary's File
SRC-Baltimore City

BALTO. CITY ~~COUNTY~~



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

* * *

Chairman and Director Funk executed for and on behalf of the Commission agreement, in sextuplicate, dated August 7, 1961, between the Mayor and City Council of Baltimore, therein sometimes called "City", and the State Roads Commission of Maryland, acting for and on behalf of the State of Maryland, therein sometimes called "Commission", wherein the parties thereto agree as to their respective obligations and responsibilities relative to the "construction of Patapsco Avenue from Annapolis Road to 800' ± N. of Washington Boulevard, in Baltimore City and Baltimore County Maryland, to be financed partly with Federal funds under the Federal-Aid Highway Act of 1944 and any subsequent Act or Acts, and being designated for Federal-Aid as Federal-Aid Project U-240-(11)" * * * "applicable only to the construction of that portion of said project located at Caton Avenue and Washington Boulevard which is a public highway within the limits of Baltimore County and under the jurisdiction of State Roads Commission", as more fully set forth therein.

Said agreement stipulates the conditions under which this project is to be constructed and states: "On completion and acceptance of the project by Bureau of Public Roads, State agrees to take over and maintain the completed project as outlined in Section 1 in compliance with rules and regulations of the Bureau of Public Roads relating to urban projects upon which Federal funds have been expended."

Said agreement had previously been executed by Mayor J. Harold Grady on the part of Mayor and City Council of Baltimore, approved by the Bureau of Highways and Department of Public Works, and approved as to form and legal sufficiency by Special Attorney C. C. Seymour.

Copy: Mr. D. H. Fisher
Mr. L. E. McCarl
Mr. R. E. Jones
Mr. H. C. Bowers
Mr. C. S. Linville
Mr. E. C. Chaney (2)
Mr. C. A. Goldeisen
Mr. H. G. Downs (4)
Mr. G. W. Cassell ✓
Mr. W.B. Duckett (2)
Mr. C. L. Wannen
Mr. R. J. Hajzyk
Mr. G. N. Lewis, Jr. (8)
Mr. L. C. Moser (2)
Secretary's File
S.R.C. - Baltimore City (BG-229-815)
S.R.C. - Baltimore County

THIS AGREEMENT, Made this day of , in the year nineteen hundred and sixty-one, between the Mayor and City Council of Baltimore, hereinafter sometimes called "City", and the State Roads Commission of Maryland, acting for and on behalf of the State of Maryland, hereinafter sometimes called "Commission".

WITNESSETH:

WHEREAS, Commission is about to enter into an agreement with the Commissioner of the Bureau of Public Roads of the United States of America for the construction of Patapsco Avenue from Annapolis Road to 800'± N. of Washington Boulevard, in Baltimore City and Baltimore County, Maryland, to be financed partly with Federal funds under the Federal-Aid Highway Act of 1944 and any subsequent Act or Acts, and being designated for Federal-Aid as Federal-Aid Project U-240-(11); and

WHEREAS, a portion of the project located at Caton Avenue and Washington Boulevard in Baltimore County, is under the jurisdiction of the State Roads Commission; and

WHEREAS, it is the desire and intent of the parties hereto to construct the entire project under a single contract.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH: That Commission and City have mutually agreed to and with each other as follows:

1. This Agreement shall be applicable only to the construction of that portion of said project located at Caton Avenue and Washington Boulevard which is a public highway within the limits of Baltimore County and under the jurisdiction of State Roads Commission.

2. City shall prepare all plans, specifications, estimates, contracts and other data necessary to comply with Federal requirements at City's own cost and expense, said plans, specifications, estimates, contracts and data, however, to be subject to the prior approval of Commission before the construction contract is let.

3. City shall advertise for, receive bids for, and award said construction contract, subject to approval by Commission, in the same manner and subject to the same legal requirements which apply to other competitive contracts let by City.

4. City will not award said contract or contracts until authorized so to do by Commission and the award of such contract or contracts will be between City and

the successful bidder and the Commission assumes no legal liability in connection therewith.

5. City shall provide the necessary construction and engineering inspection and shall also provide proper supervision of all work necessary for the completion of the project, and Commission shall have such control of the construction and the work shall be subject to such inspection at all times by Commission and the Bureau of Public Roads as will insure full compliance with the plans, specifications, estimates, contracts and such rules and regulations of the Bureau of Public Roads as shall apply.

6. City agrees to bear initial costs of all work and construction in connection with the project, and upon completion and acceptance of the project by the Bureau of Public Roads will render a statement of costs to the State excluding those amounts reimbursed to City by Federal funds.

7. State, at its own expense, agrees to negotiate for the acquisition of rights of way, lands or interests in lands, if necessary, for construction of said project and to have executed and recorded the necessary deeds to State of Maryland. In the event negotiation fails and it becomes necessary to employ the use of condemnation or other legal proceeding, the State, at its own expense, will take the necessary steps to insure provision of such rights of way, lands, and interests in lands as are required. The Rights of way, lands and interests in lands shall be of an adequate width for proper construction of the project and otherwise conform to the requirements of the Bureau of Public Roads.

8. State agrees to reimburse City for costs incurred in construction of project exclusive of amounts reimbursed City from Federal funds. Such costs to cover work and construction of project as outlined in Section 1.

9. On completion and acceptance of the project by Bureau of Public Roads, State agrees to take over and maintain the completed project as outlined in Section 1 in compliance with rules and regulations of the Bureau of Public Roads relating to urban projects upon which Federal funds have been expended.

IN WITNESS WHEREOF, the Mayor and City Council of Baltimore has caused this Agreement to be executed by the Mayor of Baltimore City and the corporate seal of the City to be hereunto affixed duly attested by the Deputy City Treasurer, and the State Roads Commission of Maryland has caused the same to be executed by its Chairman-Director and its seal to be hereunto affixed, duly attested by its Secretary, the day and year first above written.

ATTEST:

Deputy City Treasurer

MAYOR AND CITY COUNCIL OF BALTIMORE

By
Mayor

ATTEST:

Secretary

STATE ROADS COMMISSION OF MARYLAND

By
Chairman-Director

APPROVED:
BUREAU OF HIGHWAYS

By
Highways Engineer

Approved as to form and legal sufficiency this 13 day of July, 1961.

Special Attorney

APPROVED:
DEPARTMENT OF PUBLIC WORKS

By
Director

Approved as to form and legal sufficiency this 29 day of June, 1961.

City Solicitor

Assistant City Solicitor

SUBMITTED TO AND APPROVED BY THE BOARD OF ESTIMATES THIS 26 DAY OF July, 1961

Clerk

BALTO. ~~COUNTY~~ CITY

MEMORANDUM OF ACTION OF STATE ROADS COMMISSION OF MARYLAND
BY CHAIRMAN AND DIRECTOR JOHN B. FUNK
MONDAY, JULY 24, 1961
***

Chairman and Director Funk executed agreement in quadruplicate, dated June 9, 1961, by and among The Northern Central Railway Company, a body corporate, and The Pennsylvania Railroad Company, also a body corporate, for itself and as lessee of the said The Northern Central Railway Company, therein sometimes called "Railroads", the Mayor and City Council of Baltimore, therein sometimes called "City", and the State Roads Commission of Maryland, acting for and on behalf of the State of Maryland, therein sometimes called "Commission", wherein the parties thereto agree as to their respective interests and responsibilities in connection with the construction of an overpass viaduct structure and contiguous embankments between Jones Falls Expressway Stations 380+80 and 392+30 in Baltimore City and Baltimore County, at the northern city boundary, as more fully set forth therein. (Contract BC-235-815; B-750-5-423; F.A.P. No. I-IG-83-1(23)5).

The said agreement had previously been executed by the Railroads and the City, and approved as to form and legal sufficiency by Special Attorney C. C. Seymour.

Copy: Mr. D. H. Fisher
Mr. W. C. Hopkins
Mr. R. J. Hajzyk
Mr. G. B. Chaires
Mr. C. L. Wannen
Mr. L. E. McCarl
Mr. R. E. Jones
Mr. C. A. Goldeisen
Mr. H. C. Bowers
Mr. A. L. Grubb (4)
Mr. H. G. Downs (4)
Mr. C. S. Linville
Mr. L. C. Moser (2)
Mr. G. N. Lewis, Jr. (8)
Mr. E. C. Chaney
Mr. E. K. Lloyd
Secretary's File No.
S.R.C. - Baltimore City
S.R.C. - Baltimore County

JONES FALLS EXPWY.

THIS AGREEMENT, made and executed this 9th day of June, 1961, by and among THE NORTHERN CENTRAL RAILWAY COMPANY, a body corporate, and THE PENNSYLVANIA RAILROAD COMPANY, also a body corporate for itself and as lessee of the said The Northern Central Railway Company, parties of the first part, hereinafter sometimes called "Railroads", the MAYOR AND CITY COUNCIL OF BALTIMORE, hereinafter sometimes called "City", party of the second part, and the STATE ROADS COMMISSION OF MARYLAND, acting for and on behalf of the State of Maryland, hereinafter sometimes called "Commission", party of the third part, witnesseth:

WHEREAS, City entered into an agreement, dated July 20, 1955, with the Railroads covering the Jones Falls Expressway within the City of Baltimore, and due to the change in alignment of said Expressway in the vicinity of the Northern City Boundary, as established in 1918, it is necessary to relocate Jones Falls and construct an overpass structure across the Railroads at Mile Post 6.21, and

WHEREAS, it is proposed to relocate said Jones Falls and construct an overpass structure at the Northern City Boundary, as established in 1918, for the Jones Falls Expressway between Highway Stations 380+80 and 392+30, in accordance with plans and specifications which are made a part hereof by reference thereto, the aforesaid work being sometimes referred to as the "Project", and under the same terms and conditions as contained in the agreement dated July 20, 1955, and to supplement this agreement as necessary to cover the construction as now proposed. But where there is a conflict between the two agreements, it is understood that the terms and conditions of the later agreement shall govern for this project, and

WHEREAS, it is understood by the parties hereto that Federal Aid Highway funds are to be used to defray, in part, the costs and expenses of said Project, therefore, Federal Rules and Regulations will apply to said construction, which Rules and Regulations require that Commission administer the disbursements of all funds provided for the Project, and

WHEREAS, the location of said overpass and Jones Falls relocation will extend beyond the City limits and into Baltimore County and to

facilitate construction, the City agrees to include all of the work involved under its own contract or contracts, and

WHEREAS, the Commission is agreeable to this procedure, provided that the plans and specifications and the said construction shall be under the general supervision of the engineers of the Commission, and provided that the work thereon will be subject to inspection at any or all times by the Commission and the Bureau of Public Roads, and

WHEREAS, it is the desire and intent of the parties hereto that the City shall be responsible for the cost of construction and maintenance of the said overpass structure and City approach within City limits, as well as for the entire Jones Falls stream relocation, which extends beyond the City limits into Baltimore County; the Commission shall be responsible for the cost of construction and maintenance of said overpass structure and approach located in Baltimore County, under terms and conditions hereinafter set forth, and

WHEREAS, the City desires Commission to acquire the necessary property required for the portion of the said overpass structure and relocation of Jones Falls situated within Baltimore County and the Commission shall be reimbursed by the City therefor under terms and conditions hereinafter set forth:

NOW, THEREFORE, for and in consideration of the mutual covenants hereinafter stipulated, to be kept and performed, the parties hereto do agree as follows:

1. (a) The Project herein contemplated involves the construction of an overpass viaduct structure and contiguous embankments between Jones Falls Expressway Stations 380+80 and 392+30. The portion of the Project in Baltimore City is between Jones Falls Expressway Stations 380+80 and 389+54.66, and the portion to be located in Baltimore County is between Jones Falls Expressway Stations 389+54.66 and 392+30. Comparative estimates have been made of the cost and expense of that portion of Project in the City and the portion in the County and it is hereby understood and agreed that the City shall pay 89.6% of total cost and expense of Project and the Commission will pay the remaining 10.4% of the cost and expense thereof.

It is agreed that the term "cost and expense" of constructing the Project (structure and contiguous embankments) shall include overhead, preparing plans and specifications, canvassing for bids, payments to Contractor,

Railroad force account work, and cost of inspecting materials and construction. It should be noted, however, that the division of costs mentioned herein shall not apply to the cost of the acquisition of property, rights of way and utilities, which shall be handled as subsequently set forth in Section 3.

For cost and expense of maintenance of the Project, it is understood and agreed that above percentages shall apply to maintenance of the viaduct structure only, as City is to maintain at its sole expense its approach and Commission will maintain at its sole expense the approach in Baltimore County. The term approach shall include maintaining portions of embankments, slope protection, gutters, culverts, etc., which may be underneath the structure. Also above percentages will not apply to maintaining underground utilities or overhead wires, because it is understood and agreed that the cost and expense of maintaining same rests solely with the City and/or owners of same and in no case will Commission participate therein.

(b) Jones Falls relocation, as planned, is approximately 1,350 ft. in length, of which approximately 550 ft. extends beyond the City limits into Baltimore County. It is agreed between the parties hereto that the City shall be solely responsible for plans, specifications, construction and maintenance of the entire said Jones Falls relocation.

2. Plans and specifications for the Project are being prepared by Consultants hired by the City, which plans and specifications or any revisions thereof are subject to the approval (in writing) of all the parties hereto, insofar as their respective interests are affected thereby. No open drainage holes shall be constructed in the overpass structure over the Railroads' tracks, roadbed, wires and structures which will allow water to flow from the overpass structure onto the Railroads' tracks and roadbed or wires and structures; and the City and Commission further agree to install, renew, replace and maintain proper and sufficient drains and drainage facilities in connection with the Project and other property of the City and Commission and to protect the Railroads' land and roadbeds from any flow, washing, diversion, overflow or discharge of waters, mud, silt, dirt, oil, ash, waste, noxious substance or the like onto the Railroads' property therefrom and to indemnify and hold harmless the Railroads' property from such flow, washing, diversion,

overflow or discharge, and to provide on the property or easements to be conveyed by Railroads adequate means of drainage in place of and to care for any drainage of Railroads' land or roadbeds disturbed or interfered with by the Project, provided that the City and Commission shall not be liable for natural drainage of the Railroads' rights of way and/or property except as herein set forth. Said plans and specifications or any revisions thereof when so approved become a part of this agreement by reference.

3. City agrees to acquire and pay for all necessary property and right of way for portion of Project in Baltimore City and Commission agrees to acquire and pay for all necessary property and right of way for portion of Project located in Baltimore County except right of way for Jones Falls relocation. In the case of the right of way required for the Jones Falls relocation in Baltimore County, the Commission will acquire and in the first instance pay for said right of way but will then be fully reimbursed by City for the cost of such property and right of way. Where the ownership of any portion of property and right of way to be acquired by Commission extends inside the City, the Commission will acquire same but will be fully reimbursed by City for the City's portion acquired by Commission. Cost of acquiring the property and right of way is hereby defined to include legal, appraisal and negotiating expenditures. City, at its sole expense, agrees to have performed or perform adjustments of all utilities as may be necessary by reason of the construction of the Project, where such utility adjustments are in Baltimore City. The Commission at its own expense agrees to perform or arrange to have performed adjustment of utilities necessary by reason of construction of project where such utilities are located in Baltimore County, (except those relating to the Jones Falls Relocation). Utilities shall include, but are not limited to, underground storm drains, sanitary sewers, water mains, gas mains, telephone and electric ducts and overhead wires,(Railroad force account work excluded from the definition of utilities). The rights of way, lands and interests in lands shall be of the width and otherwise conform to the requirements of the Bureau of Public Roads.

The Railroads, insofar as their respective titles permit, agree to grant or cause to be granted, respectively, to the City and Commission,

without cost to the City and Commission, upon demand, such perpetual easements for highway purposes over any and all land owned or controlled by the Railroads which may be required for the construction and maintenance of the said Project; as shown on plans and specifications referred to herein. Provided that in lieu of granting perpetual easements for the aforesaid purposes, the Railroads may convey a fee simple title to any part of the property involved, reserving to the Railroads all rights not inconsistent with the Project requirements. Provided further whether the grant is by way of easement or by way of fee simple conveyance with reservations, the Railroads shall inter alia reserve and retain the air rights over and above the property or easements conveyed, provided that there shall be a minimum vertical clearance of 16 ft. from the crown of the roadway profile to the underside of any structure built thereover. Plats and descriptions of easements shall be furnished by the City and Commission.

4. City shall advertise for, receive bids for, and award said construction contract or contracts, subject to approval of the parties hereto, in the same manner and subject to the same legal requirements which apply to the contracts of the City.

5. City shall provide the necessary construction and engineering inspection and shall also provide proper supervision of all work necessary for the completion of Project, and Commission shall have such control of the construction and the work shall be subject to such inspection at any or all times by the Commission and the Bureau of Public Roads as will insure full compliance with the said plans, specifications, estimates, contracts and such rules and regulations of the Bureau of Public Roads as shall apply.

6. All work in accordance with the plans and specifications for said Project shall be performed by the City, the Railroads reserving the right to perform or cause to be performed such temporary or permanent alterations of pole lines, tracks, and all railroad appurtenances and facilities of whatever kind, nature or description only insofar as same is made necessary by construction of said Project. Railroads' work may be performed by its own forces on a force account basis or by contract (awarded by Railroads, subject to the approval of the City), or by a combination of both, and the City shall reimburse the Railroads as provided in Section 13 hereof.

7. 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 City shall reimburse the Railroads therefor as provided in Section 13 herein.

8. Any watchmen, flagmen and other protection or devices, necessary during the construction period of said Project to protect or safeguard Railroads' traffic, shall be provided by the Railroads, and the Chief Engineer of the Railroads or his authorized representative shall be the sole judge as to the need for such railroad protection. The City shall provide all necessary watchmen and flagmen to protect highway traffic. The City shall reimburse the Railroads for railroad protective services in accordance with Section 13 hereof. It is agreed, however, that the providing of such watchmen, etc. by the Railroads and other precautionary measures taken either by the Railroads or the City as a consequence of the work of the Contractor or Contractors, shall not relieve said Contractors from liability for damage arising in connection with their operations.

9. All work herein provided, including but not limited to, necessary falsework, bracing or forms on Railroads' property and any other temporary construction and clearances affecting the Railroads, to be done by the City on Railroads' property shall be done in a manner satisfactory to the Chief Engineer of the Railroads or his authorized representative, and shall be performed at such times and in such a manner as not to interfere with the movement of trains or traffic upon the tracks of the Railroads. The City agrees to require its Contractors to use all reasonable care and precaution in order to avoid accidents, damages or delay to or interference with Railroads' trains or other property. The Railroads shall allow to City's Contractors the right to reasonable use of Railroads' property in the vicinity of said work, with his construction equipment used in the performance of the work contemplated hereunder, provided, however, use of Railroad property by the City's Contractors shall be at Contractors' sole risk. If any Railroad property is to be used for construction of an office or storage of material, a lease shall be obtained for this purpose.

10. City 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 Railroads' 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 Railroads or his authorized representative.

11. Before any work on said Project is commenced, the City shall require that in addition to other forms or bonds required under the terms of the contract and/or specifications, the Contractor shall obtain, furnish and keep in force insurance policies as follows:

(A) CONTRACTOR'S PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE -

Limits not less than $200,000/1,000,000 for Bodily Injury and $100,000/300,000 for Property Damage.

(B) CONTRACTOR'S PROTECTIVE PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE -

If any part of the work is to be performed by a subcontractor, the prime Contractor shall carry in his own behalf insurance of same limits as set forth in Paragraph (A).

(C) RAILROAD PROTECTIVE PUBLIC LIABILITY AND PROPERTY LIABILITY INSURANCE -

This Policy shall name The Northern Central Railway Company and The Pennsylvania Railroad Company as "The Insured" to comply with the Standard Uniform Policy for Railroad Protective Liability and Property Damage Insurance developed and adopted in 1958 by the A.A.S.H.O. - A.A.R.

Limits in following amounts:

(a) Bodily Injury Liability $ 200,000/1,000,000
(b) Property Damage Liability $ 100,000/300,000

The original of Policy (C) must be furnished to and approved by the Railroads. For (A) and (B), Certificates are to be furnished to the City and to the Railroads on request. In all instances, the Contractor(s) must furnish evidence to the City and Railroads that the insurance has been purchased and is in force until the contract is completed and accepted. Contractor(s) will not be permitted on Railroads' property until Insurance Policy(s) have been approved. Policies, certificates, notices of cancellation or change, etc., are to be sent by the Contractor(s) direct to the Engineering Officer of the Railroads. Contractor(s) and his insurance representatives must reconcile all policy requirements to the satisfaction of the Railroads and City.

12. City and Commission agree to permit the Railroads, without any charge to the Railroads for said privilege, the right to attach at the expense of the Railroads, to said overpass structure and approaches at any time after their completion, signals, signal posts, telegraph, telephone, and other wires and devices of whatsoever kind, nature and description now used or hereafter to be used in the operations of the Railroads, subject to the reasonable regulation and supervision of the City and Commission.

13. (a) The City will reimburse the Railroads monthly for all costs and expenses of any labor, material and equipment which may be required by the Railroads on or in connection with temporary and permanent changes to its pole lines, tracks and roadbed, and temporary track supports, 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.

(b) The City may, at its election, repay the Railroads directly or may cause its Contractor or Contractors to reimburse the Railroads for the cost and expense of Railroads' watchmen and flagmen and other protection/devices necessary for protection services, only insofar as such expenses and services are caused solely by the construction of this Project. Final settlement with Contractors shall be contingent upon a showing that the Railroads have been reimbursed for such services.

14. The Bureau of Public Roads Policy and Procedure Memorandum No. 21-10 classifies this Project in Classification No. 4, resulting in no ascertainable benefits to the Railroads. The Railroads' contribution shall be zero dollars.

15. The financing of all the work and construction for the Project shall be solely borne by the City. Reimbursement to the City of Federal-Aid funds participating in the Project shall be made in the following manner:

(a) On the first day of each month, or as soon thereafter as practicable, the City shall prepare a bill or voucher for such contract work completed during the preceding month. This bill or voucher will be presented to the Commission and upon receipt the Commission will promptly prepare the

necessary Bureau of Public Roads' vouchers and documents, and submit the same to the said Bureau of Public Roads for payment of the Federal-Aid funds due.

(b) Upon the payment of the sum of money due under these vouchers from the Bureau of Public Roads, the Commission will make remittance thereof to the City.

(c) Final payment of the Federal-Aid funds due on the Project will be made in the same manner as payment is made on intermediate vouchers, and final settlement and such adjustments as to payment of costs as may be necessary shall be made between the Commission and the City upon collection of the fund payable to the Commission under the Federal-Aid Highway Act and any subsequent act or acts relating thereto.

16. When the Bureau of Public Roads has accepted and made remittance for the Project, the City agrees to take over and maintain the completed structure, except those facilities which are the responsibility of the Railroad and Utility Companies. The Commission agrees to reimburse the City for its share of the maintenance cost and expense of said overpass structure and approaches in accordance with Section 1 hereof. The Railroads shall at their own cost and expense, repair and maintain their roadbed and tracks.

CITY 89.6% STATE 10.4%

In the event the said overpass structure and approaches and other highway facilities are damaged by derailment, accidents or collisions due to use of the Railroads, the City shall make the repairs necessary to restore said facilities to their former condition and the Railroads shall reimburse the City for the full actual cost of such repairs. In the event, however, that said facilities are damaged by reason of collisions or accidents arising out of use of said highway, the City shall make the repairs necessary to restore the aforesaid facilities to their former condition, free of cost to the Railroads.

17. Payment to the City by the Commission from Federal-Aid Highway funds for the work performed on the Project shall include only such items as have been approved for inclusion therein by Bureau of Public Roads prior to the time that the work has been commenced. The cost of all work and construction, together with all other costs incurred on said Project that may be declared to be ineligible for participation in Federal funds by the Bureau of Public Roads, shall be

borne solely by the City, (except as hereinafter provided) and the Commission shall be obligated to pay over to the City only such Federal-Aid Funds received as have been earned and are attributable to the Project. Provided, however, that whether or not approved by the Bureau of Public Roads, the Commission shall be obligated to pay the aforesaid 10.4% of the cost and expenses of all work and construction connected with the Project as hereinbefore set forth in Section 1.(a) of this instrument.

18. It is understood and agreed that this agreement is to be submitted to the City Council for ratification by an Ordinance of the City upon which ratification the agreement shall become effective.

19. This agreement when properly executed, shall be binding upon the parties hereto, their successors and assigns.

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

ATTEST:

Alice Bake
ASSISTANT Secretary

THE NORTHERN CENTRAL RAILWAY COMPANY

BY J. Monroe
Vice President

ATTEST:

J. Boston Law
ASST. TO THE Secretary

THE PENNSYLVANIA RAILROAD COMPANY

BY Jomona
Regional Manager
Lessee of The Northern Central Railway Co.

ATTEST:

A. Meredith Boyce
Treasurer

MAYOR AND CITY COUNCIL OF BALTIMORE

BY J. Harold Grady
Mayor

ATTEST:

Secretary

STATE ROADS COMMISSION OF MARYLAND

BY
Chairman and Director of Highways
For the State of Maryland

APPROVED:

BY C. J. Henry
Chief Engineer
The Northern Central Railway Co.

APPROVED:

BY C. J. Henry
Chief Engineer
The Pennsylvania Railroad Company

APPROVED:

By _____
Highways Engineer
City of Baltimore

APPROVED:

By _____
Director of Public Works
City of Baltimore

APPROVED:

By _____
Chairman
Planning Commission
City of Baltimore

APPROVED:

By _____
Chief Engineer
Maryland State Roads Commission

Submitted to and approved by the Board of Estimates this _____ day of JUL 12 _____, 1961.

Clerk

Approved as to form and legal sufficiency this 6 day of June, 1961.

_____
City Solicitor

_____
Assistant City Solicitor

Approved as to form and legal sufficiency this 19th day of July, 1961.

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

COMMONWEALTH OF PENNSYLVANIA)
COUNTY OF MONTGOMERY ) ss.:

I HEREBY CERTIFY that on this 23rd day of June, 1961, before me, the subscriber, a Notary Public of the Commonwealth of Pennsylvania, in and for the County aforesaid, personally appeared J. P. NEWELL, Vice President of THE NORTHERN CENTRAL RAILWAY COMPANY, and acknowledged the aforegoing agreement to be the corporate act and deed of the said THE NORTHERN CENTRAL RAILWAY COMPANY.

AS WITNESS my hand and Notarial Seal.

Stephen P. Downs
Notary Public
STEPHEN P. DOWNS
NOTARY PUBLIC
Lower Merion Twp., Montgomery Co., Pa.
My Commission Expires July 2, 1961

My Commission Expires:

July 2, 1961

STATE OF MARYLAND )
CITY OF BALTIMORE ) ss.:

I HEREBY CERTIFY that on this 9th day of June, 1961, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, personally appeared J. D. Morris, Regional Manager of THE PENNSYLVANIA RAILROAD COMPANY, and acknowledged the aforegoing agreement to be the corporate act and deed of the said THE PENNSYLVANIA RAILROAD COMPANY.

AS WITNESS my hand and Notarial Seal.

Robert L. Knight
Notary Public

My Commission Expires:

May 6, 1963

STATE OF MARYLAND )
CITY OF BALTIMORE ) ss.:

I HEREBY CERTIFY that on this_____day of JUL 17 1961, 1961, before me the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared J. Harold Grady, Mayor of the City of Baltimore, and he acknowledged the aforegoing agreement to be the act and deed of the said MAYOR AND CITY COUNCIL OF BALTIMORE.

AS WITNESS my hand and Notarial Seal.

Dorothy P. Sandler
Notary Public

My Commission Expires:

May 1963

STATE OF MARYLAND )
CITY OF BALTIMORE ) ss.:

I HEREBY CERTIFY that on this_____day of_____, 1961, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City, personally appeared_____, Chairman and Director of Highways, for 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:

S. D. 6

# THE PENNSYLVANIA RAILROAD COMPANY

OFFICE OF THE SECRETARY,

GENERAL OFFICE, PHILADELPHIA.

I HEREBY CERTIFY that the following is a true and correct copy, from the minutes, of action taken at a meeting of the Board of Directors of THE PENNSYLVANIA RAILROAD COMPANY, held at the General Office of the Company, in the City of Philadelphia, on October 26th, 1955:

RESOLVED that any Vice President or Regional Manager is authorized to execute, under the corporate seal or otherwise, and to deliver agreements covering highway overpasses and underpasses involving no expense to the Company, private and temporary grade crossings, grade crossing protection, grade separations, facilities on, over or under the right-of-way or other property, and close clearances, a proper monthly report thereof to be made to the Board.

ATTEST:

Secretary.

File

MEMORANDUM OF ACTION OF STATE ROADS COMMISSION OF MARYLAND
BY CHAIRMAN AND DIRECTOR JOHN B. FUNK
TUESDAY, JULY 11, 1961
***

Chairman and Director Funk executed for and on behalf of the Commission agreement, in sextuplicate, dated June 14 , 1961, between the Mayor and City Council of Baltimore, therein sometimes called "City", and the State Roads Commission of Maryland, acting for and on behalf of the State of Maryland, therein sometimes called "Commission", relative to construction of Russell Street viaduct extension from Bush Street to Annapolis Avenue in Baltimore, Maryland, and designated as Federal Aid Project No. U-142-1(22), to be financed partly with Federal funds under the Federal Aid Highway Act of 1944 and any subsequent act or acts which provides: "That City, in consideration of Commission's approval of said Federal Aid Project No. U-142-1(22), and of the contribution of participating funds for said project by the Bureau of Public Roads, agrees to prohibit any and all parking of vehicles on the project after completion."

The said agreement had previously been executed by Mayor J. Harold Grady, on the part of Mayor and City Council of Baltimore, approved by the Bureau of Highways, Department of Public Works, and Department of Transit and Traffic 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. C. A. Goldeisen
Mr. R. E. Jones
Mr. H. C. Bowers
Mr. C. S. Linville
Mr. H. G. Downs
Mr. C. L. Wannen
Mr. A. L. Grubb
Mr. G. N. Lewis, Jr.
Secretary's File
SRC-Baltimore City (BC-231-2-815)

File

MEMORANDUM OF ACTION OF STATE ROADS COMMISSION OF MARYLAND
BY CHAIRMAN AND DIRECTOR JOHN B. FUNK
TUESDAY, JULY 11, 1961
***

Chairman and Director Funk executed for and on behalf of the Commission agreement, in sextuplicate, dated July 11, 1961, between the Mayor and City Council of Baltimore, therein sometimes called "City", and the State Roads Commission of Maryland, acting for and on behalf of the State of Maryland, therein sometimes called "Commission", applicable to construction of a project, in Baltimore City, Maryland, to be financed partly with Federal funds under the Federal Highway Act of 1944 and any subsequent Act or Acts, and having the following Federal Aid designation and limit description:

| Federal Aid Designation | Limit Description |
|---|---|
| U-055-1(14) | Cold Spring Lane from Jones Falls Expressway to Falls Road |

Said agreement stipulates the conditions under which this project is to be constructed and states: "When the Bureau of Public Roads has accepted and made remittance for the project, City agrees to take over and maintain, in compliance with rules and regulations of the Bureau of Public Roads relating to urban projects upon which Federal funds have been expended, the completed project."

Said agreement had previously been executed by Mayor J. Harold Grady, on the part of Mayor and City Council of Baltimore, approved by the Bureau of Highways, Department of Public Works, and Department of Transit and Traffic, 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. E. Chaires
Mr. L. E. McCarl
Mr. C. A. Goldeison
Mr. R. E. Jones
Mr. H. C. Bowers
Mr. C. S. Linville
Mr. H. C. Downs
Mr. C. L. Wannen
Mr. A. L. Grubb
Mr. G. N. Lewis, Jr. ✓
Secretary's File
SRC-Baltimore City (BC-238-615)

400

3411

MEMORANDUM OF ACTION OF STATE ROADS COMMISSION OF MARYLAND
BY CHAIRMAN AND DIRECTOR JOHN B. FUNK
TUESDAY, JULY 11, 1961

* * *

Chairman and Director Funk executed for and on behalf of the Commission agreement, in sextuplicate, dated June 21, 1961, between the Mayor and City Council of Baltimore, therein sometimes called "City", and the State Roads Commission of Maryland, acting for and on behalf of the State of Maryland, therein sometimes called "Commission", relative to construction of Northern Parkway from Mattfeldt Avenue to Falls Road in Baltimore, Maryland, and designated as Federal Aid Project No. US-1022(9), to be financed partly with Federal funds under the Federal Aid Highway Act of 1944 and any subsequent act or acts, which provides:

> "That City, in consideration of Commission's approval of said Federal Aid Project No. US-1022(9), and of the contribution of participating funds for said project by the Bureau of Public Roads, agrees to prohibit any and all parking of vehicles on the project after completion."

The said agreement had previously been executed by Mayor J. Harold Grady, on the part of Mayor and City Council of Baltimore, approved by the Bureau of Highways, Department of Public Works, and Department of Transit and Traffic 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. C. A. Goldeisen
Mr. R. E. Jones
Mr. H. C. Bowers
Mr. C. S. Linville
Mr. H. O. Downs
Mr. C. L. Wannen
Mr. A. L. Grubb
Mr. G. N. Lewis, Jr.
Secretary's File
SRC-Baltimore City (BC-240-815)

MEMORANDUM OF ACTION OF STATE ROADS COMMISSION OF MARYLAND
BY CHAIRMAN AND DIRECTOR JOHN B. FUNK
WEDNESDAY, APRIL 26, 1961

Chairman and Director Funk executed for and on behalf of the Commission agreement, in sextuplicate, dated March 29, 1961, between the Mayor and City Council of Baltimore, thefein sometimes called "City," and the State Roads Commission of Maryland, acting for and on behalf of the State of Maryland, therein sometimes called "Commission," applicable to construction of a project, in Baltimore City, Maryland, to be financed partly with Federal funds under the Federal Highway Act of 1944 and any subsequent Act or Acts, and having the following Federal Aid designation and limit description:

| Federal Aid Designation | Limit Description |
|---|---|
| US-1022 (9) | Northern Parkway from Mattfeldt Ave. (Jones Falls Expressway) to Falls Road |

Said agreement stipulates the conditions under which this project is to be constructed and states: "When the Bureau of Public Roads has accepted and made remittance for the project, City agress to take over and maintain, in compliance with rules and regulations of the Bureau of Public Roads relating to urban projects upon which Federal funds have been expended, the completed project."

Said agreement had previously been executed by Mayor J. Harold Grady, on the part of Mayor and City Council of Baltimore, approved by the Board of Estimates, Bureau of Highways and Department of Public Works, 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. C. A. Goldeisen
Mr. R. E. Jones
Mr. H. C. Bowers
Mr. C. S. Linville
Mr. H. G. Downs
Mr. C. L. Wannen
Mr. A. L. Grubb
Mr. G. N. Lewis, Jr.,
Secretary's File
SRC-Baltimore City (BC 240-815)

MEMORANDUM OF ACTION OF STATE ROADS COMMISSION OF MARYLAND
BY CHAIRMAN AND DIRECTOR JOHN B. FUNK
WEDNESDAY, APRIL 24, 1981

Chairman and Director Funk executed for and on behalf of the Commission agreement, in duplicate, dated March 26, 1981, between the Mayor and City Council of Baltimore, thereinsometimes called "City," and the State Roads Commission of Maryland, acting for and on behalf of the State of Maryland, thereinsometimes called "Commission," applicable to construction of a project, in Baltimore City, Maryland, to be financed partly with Federal funds under the Federal Highway Act of 1944 and any subsequent Act or Acts, and having the following Federal Aid designation and limit description:

| Federal Aid Designation | Limit Description |
|---|---|
| US-122S (9) | Northern Parkway from Reisterstown Ave. (Jones Falls Expressway) to Falls Road |

Said agreement stipulates the conditions under which this project is to be constructed and states: "When the Bureau of Public Roads has accepted and made remittance for the project, City agrees to take over and maintain, in conformance with rules and regulations of the Bureau of Public Roads relating to urban projects upon which Federal-Aid have been expended, the completed project."

Said agreement has previously been executed by Mayor J. Harold Grady, on the part of Mayor and City Council of Baltimore, approved by the Board of Estimates, Bureau of Highways and Department of Audits, Room, by Chief Auditor Kimmer, and approved as to form and legal sufficiency by Special Attorney C. C. Sprague.

Copy: Mr. D. E. Fisher
Mr. W. C. Hopkins
Mr. G. S. Chaires
Mr. L. E. McCarl
Mr. C. A. Bridewell
Mr. R. E. Jones
Mr. H. C. Powers
Mr. C. S. Ritzville
Mr. R. G. Downs
Mr. C. L. Wannen
Mr. A. L. Gross
Mr. G. E. Lerch, Jr.
Secretary's File
PC-Baltimore City (PC 240-615)

MEMORANDUM OF ACTION OF STATE ROADS COMMISSION OF MARYLAND
BY CHAIRMAN AND DIRECTOR JOHN B. FUNK
FRIDAY, DECEMBER 30, 1960

Geo. H. Lewis, Jr.

***

On recommendation of Chief Engineer David H. Fisher, Chairman and Director Funk executed for and on behalf of the Commission agreement, in sextuplicate, dated November 30, 1960, between the Mayor and City Council of Baltimore, therein sometimes called "City," and the State Roads Commission of Maryland, acting for or on behalf of the State of Maryland, therein sometimes called "Commission," reading as follows:

"WHEREAS, the Commission has entered into an agreement with the Commissioner of the Bureau of Public Roads of the United States of America for the construction of Northern Parkway, designated as F. A. Project - US-660 (2), from Hillen Road to Old Harford Road, in Baltimore, Maryland, to be financed partly with Federal funds, under the Federal-Aid Highway Act of 1944 and any subsequent Act or Acts; and

WHEREAS, a provision of this agreement requires City to prohibit parking of vehicles at any time adjacent to the north and south curbs of Northern Parkway from a point 360'± West of Bridge over Herring Run to a point 730'± East of Bridge over Herring Run.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH: That City, in consideration of Commission's approval of said F. A. Project - US-660 (2) and of the contribution of participating funds for said project by the Bureau of Public Roads, agrees to prohibit any and all parking of vehicles at any time adjacent to the north and south curbs of Northern Parkway from a point 360'± West of Bridge over Herring Run to a point 730'± East of Bridge over Herring Run.

IN WITNESS THEREOF, the Mayor and City Council of Baltimore has caused this Agreement to be executed by the Mayor of Baltimore City, duly attested by the City Deputy Treasurer, and the State Roads Commission of Maryland has caused the same to be executed by its Chairman, duly attested by its Secretary, the day and year first above written."

Said agreement had previously been executed by Mayor J. Harold Grady on the part of Mayor and City Council of Baltimore, approved by the Board of Estimates, Highways Engineer Walters, Director of Public Works Werner, 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. C. A. Goldeisen
Mr. R. E. Jones
Mr. C. S. Linville
Mr. G. H. Lewis, Jr.
Mr. H. G. Downs
Mr. A. L. Grubb
Mr. C. L. Wannen
Mr. H. C. Bowers
Secretary's File #26419
" " (11/30/60 Agr.)
SRC-Baltimore City

Mr Russell

MEMORANDUM OF ACTION OF STATE ROADS COMMISSION OF MARYLAND
BY CHAIRMAN AND DIRECTOR JOHN B. FUNK
TUESDAY, APRIL 12, 1960
***

BALTIMORE CITY

On recommendation of Urban Coordinator Roland E. Jones, Chairman and Director Funk executed for and on behalf of the Commission agreement, in sextuplicate, dated March 25, 1960, between the Mayor and City Council of Baltimore, therein sometimes called "City," and the State Roads Commission of Maryland, acting for and on behalf of the State of Maryland, therein sometimes called "Commission," applicable to construction of a project called Russell Street Viaduct Extension from Bush Street to Annapolis Avenue, in Baltimore, Maryland, to be financed partly with Federal Funds under the Federal Aid Highway Act of 1944 and any subsequent Act or Acts, and having as Federal Aid Number U-463(24), the completed project to be taken over and maintained by Baltimore City.

Said agreement had previously been executed by Mayor J. Harold Grady on the part of Mayor and City Council of Baltimore, approved by the Board of Estimates, Bureau of Highways and Department of Public Works, and approved as to form and legal sufficiency by Special Attorney C. C. Seymour.

Copy: Mr. H. M. Pritchett
Mr. W. C. Hopkins
Mr. G. B. Chaires
Mr. C. A. Goldsmith
Mr. R. E. Jones
Mr. C. S. Ellwille
Mr. G. H. Lewis, Jr.
Mr. H. G. Downs
Mr. A. L. Grubb
Mr. C. L. Wommen
Mr. H. C. Bowers
Mr. W. A. Jordan
Secretary's File
SRC-Baltimore City

EXCERPT FROM MINUTES OF MEETING OF THE STATE ROADS COMMISSION
THURSDAY, DECEMBER 12, 1957

***

Present: Mr. Robert O. Bonnell, Chairman, Senator Edgar T. Bennett and Mr. John J. McMullen.

The Commission approved and Chairman Robert O. Bonnell executed for and on its behalf, agreement, in sextuplicate, dated December 12, 1957, between the Mayor and City Council of Baltimore and the State Roads Commission of Maryland, applicable to construction of a project called "Filling of Wind Tunnels with Concrete, and Other Work, at 428 West North Avenue", having as its Federal-Aid number I-480 (11), and for the construction of a project called "Razing of Fan House and Chimney at 428 West North Avenue", having as its Federal-Aid number I-480 (12), all being a part of the Jones Falls Expressway in Baltimore, Maryland, said projects, upon completion, to be taken over and maintained by the City.

Said agreement had previously been executed by Mayor Thomas D'Alesandro, Jr. on the part of Mayor and City Council of Baltimore, approved by the Board of Estimates, and approved as to form and legal sufficiency by Special Attorney Frederick A. Puderbaugh.

Copy: Mr. M. M. Pritchett
Mr. W. C. Hopkins
Mr. P. A. Morison
Mr. C. A. Goldeisen
Mr. A. F. Shure
Mr. A. F. DiDomenico
Mr. F. P. Scrivener
Mr. G. N. Lewis, Jr.
Mr. C. W. Clawson
Mr. A. L. Grubb
Mr. C. L. Nannen
Mr. H. C. Bowers
Secretary's File
SRC-Baltimore City

Lewis

Minutes

State Roads Commission
TRAFFIC DIVISION

DEC 3

Geo. N. Lewis, Jr.
Director

EXCERPT FROM MINUTES OF MEETING OF THE STATE ROADS COMMISSION
TUESDAY, NOVEMBER 19, 1957
***

Present: Mr. Robert O. Bonnell, Chairman, Senator Edgar T. Bennett and Mr. John J. McMullen.

Upon motion duly made and seconded, the following resolution was formally approved and adopted:

WHEREAS, the Baltimore Harbor Tunnel and its Approaches will soon be completed and opened to traffic, and

WHEREAS, said facility is being financed from the proceeds of revenue bonds which bonds will be amortized through the collection of tolls imposed upon the users of the facility and other toll facilities in Maryland, and

WHEREAS, in order that there be no question concerning the jurisdiction of and the right of the law enforcement officers of the State Roads Commission, the Department of Maryland State Police, Baltimore City, Anne Arundel, Baltimore and Howard Counties, to enforce the laws and regulations relating to the use of said facility, it is deemed desirable to proclaim said facility and its approaches as an integral part of the State Highway System of Maryland as of the day and hour it is opened to traffic.

NOW, THEREFORE, BE IT RESOLVED BY THE STATE ROADS COMMISSION OF MARYLAND, That the Baltimore Harbor Tunnel and its Approaches is hereby designated and made a part of the State Roads System of Maryland as of the day and hour it is opened to traffic.

Copy: Mr. N. M. Pritchett
Mr. W. C. Hopkins (2)
Mr. L. J. O'Donnell (6)
Mr. C. L. Wannen
Mr. J. D. Buscher
Patapsco Tunnel-General
P.T. Binder
SRC-Rules & Regulations
Major W. H. Weber (2)
Baltimore City Police Dept.
~~Anne Arundel Co.~~ " "
~~Baltimore County~~ " "
Howard County " "

Mr. P. A. Morison
Mr. E. C. Chaney (2)
Mr. E. G. Duncan (2)
Mr. T. G. Mohler (2)
Mr. C. A. Goldeisen
Mr. F. P. Scrivener
Mr. A. F. DiDomenico
Mr. C. W. Clawson (4)
Mr. G. N. Lewis, Jr. (8)
SRC - AA, B, BC, HO Files
Mr. C. S. Linville

CORRECTED COPY

Minutes



EXCERPT FROM MINUTES OF MEETING OF THE STATE ROADS COMMISSION
WEDNESDAY, OCTOBER 30, 1957

***

Present: Mr. Robert O. Bonnell, Chairman, and Senator Edgar T. Bennett.

Chief Engineer Pritchett, by Assistant to Chief Engineer Shure, informed the Commission by letter dated October 28, 1957 that the Bureau of Highways of the Department of Public Works of Baltimore City, through Highways Engineer James H. McKay, requests the Commission's concurrence in the award of contract to construct the Charles Street Bridge and Ramp, a part of the Jones Falls Expressway Project, Federal-Aid Interstate Route No. 3, FAP#I-480(3), to C. J. Langenfelder & Son, Inc., 8427 Pulaski Highway, P. O. Box 5106, Baltimore 24, Maryland, at their low bid of $570,255.90, and stated that bids were opened for this work on October 23, 1957, prices having been quoted by nine contractors as indicated on attached tabulation of bids, and that the estimate for the project as prepared by the Department of Public Works of Baltimore City is $750,000.00, which is approximately 32% higher than the lowest bid received.

The Commission concurred in award of said project to C. J. Langenfelder & Son, Inc., Baltimore, Maryland, at their bid of $570,255.90, this action being in accordance with the provisions of agreement dated January 16, 1957, as amended by amendatory agreement dated August 28, 1957, between the Mayor and City Council of Baltimore and the State Roads Commission of Maryland, applicable to construction of said project.

570,255.90

Copy: Mr. W. M. Pritchett
Mr. W. C. Hopkins
Mr. P. A. Morison
Mr. C. A. Goldeisen
Mr. A. F. Shure
Mr. A. F. DiDomenico
Mr. F. P. Scrivener
Mr. G. N. Lewis, Jr.
Mr. C. W. Clawson
Mr. A. L. Grubb
Mr. C. L. Wannen
Mr. H. C. Somers
Mr. James H. McKay, Hwys. Engr. B.C.
SRC-Baltimore City
Secretary's File #25187

CONFIDENTIAL

CONFERENCE BRIEF

CONFERENCE BRIEF BETWEEN OF MEMBERS OF THE STATE HIGH COMMISSION
WASHINGTON, DECEMBER 20, 1957

---

Present: Mr. Robert G. Kennedy, Chairman, and Senator Roger T. Bennett.

Chief Engineer Brinkhoff, by direction to Chief Engineer Cuvra, informed the Commission by letter dated October 25, 1957 that the Bureau of Highways of the Department of Public Works of Baltimore City, through Highway Engineer James A. Kelly, presents the Commission's consideration in the award of contracts to construct the Charles Street Bridge and Park, a part of the Jones Falls Improvement Project, Federal-Aid Interstate Route No. 83, FIC-7-100(2), to C. A. Lingenfelter & Son, Inc., BALT related Highway, Md. 0.0, Baltimore Co., Maryland, at their low bid of $870,000.00, and stated that bids were opened for this work on October 23, 1957. Problems having been posed by other contractors as indicated on attached tabulation of bids, it was that the estimate for the project as prepared by the Department of Public Works of Baltimore City is $880,000.00, which is approximately $10 higher than the lowest bid received.

The Commission concurred in award of said project to C. A. Lingenfelter & Son, Inc., Baltimore, Maryland, at their bid of $870,000.00, this action being in accordance with the provisions of agreement dated January 16, 1957, as amended by supplemental agreement dated July 17, 1957, between the Bureau of Highways of Baltimore and the State Roads Commission of Maryland, applicable to consultation of such projects.

Copy to: Mr. K. A. Pritchett
Mr. M. G. Hopkins
Mr. J. [illegible] Harlan
Mr. G. A. Gelhaus
Mr. A. F. Shaw
Mr. W. F. Wilkinson
Mr. E. E. Strohmeyer
Mr. R. E. Lewis, Jr.
Mr. G. T. Pierson
Mr. A. L. Davis
Mr. [illegible] Parsons
Mr. E. E. Moore
Mr. Jerome E. Metzy, Dep. Atty. Gen.
Mr. Baltimore City
Secretary's File/Chrono

Confidential

EXCERPT FROM MINUTES OF MEETING OF THE STATE ROADS COMMISSION
THURSDAY, SEPTEMBER 5, 1957

***

Present: Mr. Robert O. Bonnell, Chairman, Senator Edgar T. Bennett and Mr. John J. McMullen.

Following approval by Chief Engineer Pritchett, the Commission approved and Chairman Robert O. Bonnell executed for and on behalf of the Commission, Amendatory Agreement, in sextuplicate, dated August 28, 1957, by and between the Mayor and City Council of Baltimore and the State Roads Commission of Maryland, acting for and on behalf of the State of Maryland, which amends agreement entered into between said parties as of the 3rd day of October, 1956, for the construction of a project called "Construction of Preston-Biddle Section", by deleting the first "Whereas" clause in said agreement and substituting in lieu thereof the clause set forth in the Amendatory Agreement, thereby changing the Federal-aid number from UI-480 (5) to I-480 (5), in all other respects the aforesaid agreement dated the 3rd day of October, 1956, to continue and remain in full force and effect.

Said Amendatory Agreement had previously been executed by Mayor Thomas D'Alesandro, Jr. on the part of Mayor and City Council of Baltimore, approved by the Board of Estimates, and approved as to form and legal sufficiency by Special Assistant Attorney General Joseph D. Buscher.

Copy: Mr. H. M. Pritchett
Mr. W. C. Hopkins
Mr. P. A. Morison
Mr. C. A. Goldsmen
Mr. A. F. Shure
Mr. A. F. DiDomenico
Mr. F. P. Scrivener
Mr. G. N. Lewis, Jr.
Mr. C. W. Clawson
Mr. A. L. Grubb
Mr. C. L. Hannen
Mr. H. C. Bowers
Secretary's File
SRC-Baltimore City

THIS AMENDATORY AGREEMENT, made this 28 day of August, in the year nineteen hundred and fifty-seven, by and between the MAYOR AND CITY COUNCIL OF BALTIMORE, hereinafter sometimes called "CITY", and the STATE ROADS COMMISSION of Maryland, acting for and on behalf of the State of Maryland, hereinafter sometimes called "COMMISSION".

WITNESSETH:

In consideration of the mutual benefits flowing from one to the other, the parties herein do agree that the Agreement entered into between the parties as of the 3rd day of October, 1956, for the construction of a project called "Construction of Preston-Biddle Section" in Baltimore, Maryland, shall be and the same is hereby amended in the following respect:

By deleting the first "Whereas" clause in said agreement and substituting in lieu thereof the following clause:

WHEREAS, the Commission is about to enter into an agreement with the Commissioner of the Bureau of Public Roads of the United States of America for the construction of a project called "Construction of Preston-Biddle Section", in Baltimore, Maryland, to be financed partly with Federal funds under the Federal-aid Highway Act of 1944 and any subsequent Act or Acts, and having as its Federal-aid number I-480 (5); and

In all other respects the aforesaid Agreement dated the 3rd day of October, 1956, shall continue and remain in full force and effect.

IN WITNESS WHEREOF, the Mayor and City Council of Baltimore has caused this agreement to be executed by the Mayor of Baltimore City and the corporate seal of the City to be hereunto affixed, duly attested by the City Treasurer, and

the State Roads Commission of Maryland has caused the same to be executed by its Chairman and its seal to be hereunto affixed, duly attested by its Secretary, the day and year first above written.

ATTEST:

Deputy Treasurer

MAYOR AND CITY COUNCIL OF BALTIMORE

By Thomas D'Alesandro

Mayor

ATTEST:

Assistant Secretary

STATE ROADS COMMISSION OF MARYLAND

By

Chairman

APPROVED AS TO FORM AND LEGAL SUFFICIENCY THIS 26 DAY OF August, 1957.

Hugo A. Riccuiti

acting City Solicitor

Lloyd G. McAllister

Assistant City Solicitor

SUBMITTED TO AND APPROVED BY THE BOARD OF ESTIMATES THIS 28 DAY OF August, 1957.

Clerk

Approved as to form and legal sufficiency this 5th day of Sept, 1957.

Special Assistant Attorney General

Approved

9/5/57 Norman M. Pritchett

Date Chief Engineer

Balto City



EXCERPT FROM MINUTES OF MEETING OF THE STATE ROADS COMMISSION
WEDNESDAY, SEPTEMBER 4, 1957

***

Present: Mr. Robert O. Bonnell, Chairman, Senator Edgar T. Bennett and Mr. John J. McMullen.

Following approval by Chief Engineer Pritchett, the Commission approved and Chairman Robert O. Bonnell executed for and on its behalf, Amendatory Agreement, in sextuplicate, dated August 28, 1957, by and between the Mayor and City Council of Baltimore and the State Roads Commission of Maryland, acting for and on behalf of the State of Maryland, which amends agreement entered into between said parties as of the 16th day of January, 1957, for the construction of a project called "Partial Reconstruction of Charles Street Bridge and Construction of a Ramp of the Jones Falls Expressway", by deleting the first "Whereas" clause in said agreement and substituting in lieu thereof the clause set forth in the Amendatory Agreement, thereby changing the Federal-aid number from UI-480 (9) to I-480 (9), in all other respects the aforesaid agreement dated the 16th day of January, 1957, to continue and remain in full force and effect.

Said Amendatory Agreement had previously been executed by Mayor Thomas D'Alesandro, Jr. on the part of Mayor and City Council of Baltimore, approved by the Board of Estimates, and approved as to form and legal sufficiency by Special Assistant Attorney General Joseph D. Buscher.

Copy: Mr. E. M. Pritchett
Mr. W. C. Hopkins
Mr. P. A. Morison
Mr. C. A. Goldeisen
Mr. A. F. Shure
Mr. A. F. DiDomenico
Mr. F. P. Scrivener
Mr. G. N. Lewis, Jr.
Mr. C. W. Clawson
Mr. A. L. Grubb
Mr. C. L. Mannon
Mr. H. C. Bowers
Secretary's File #25187
SRC-Baltimore City

Contract

THIS AMENDATORY AGREEMENT, made this 28 day of August, in the year nineteen hundred and fifty-seven, by and between the MAYOR AND CITY COUNCIL OF BALTIMORE, hereinafter sometimes called "CITY", and the STATE ROADS COMMISSION of Maryland, acting for and on behalf of the State of Maryland, hereinafter sometimes called "COMMISSION".

WITNESSETH:

In consideration of the mutual benefits flowing from one to the other, the parties herein do agree that the Agreement entered into between the parties as of the 16th day of January, 1957, for the construction of a project called "Partial Reconstruction of Charles Street Bridge and Construction of a Ramp of the Jones Falls Expressway" in Baltimore, Maryland, shall be and the same is hereby amended in the following respect:

By deleting the first "Whereas" clause in said agreement and substituting in lieu thereof the following clause:

WHEREAS, the Commission is about to enter into an agreement with the Commissioner of the Bureau of Public Roads of the United States of America for the construction of a project called "Partial Reconstruction of Charles Street Bridge and Construction of a Ramp of the Jones Falls Expressway", in Baltimore, Maryland, to be financed partly with Federal funds under the Federal-aid Highway Act of 1944 and any subsequent Act or Acts, and having as its Federal-aid number I-480 (9); and

In all other respects the aforesaid Agreement dated the 16th day of January, 1957, shall continue and remain in full force and effect.

IN WITNESS WHEREOF, the Mayor and City Council of Baltimore has caused this agreement to be executed by the Mayor of Baltimore City and the corporate seal of the City to be hereunto affixed, duly attested by the City Treasurer, and the State Roads Commission of Maryland has caused the same to be executed by its Chairman and its seal to be hereunto affixed, duly attested by its Secretary, the day and year first above written.

ATTEST:

Deputy Treasurer

MAYOR AND CITY COUNCIL OF BALTIMORE

By Thomas D'Alesandro Jr.
Mayor

ATTEST:

Assistant Secretary

STATE ROADS COMMISSION OF MARYLAND

By
Chairman

APPROVED AS TO FORM AND LEGAL SUFFICIENCY THIS 26 DAY OF August, 1957.

Hugo A. Ricciuti
acting City Solicitor

Lloyd G. McAllister
Assistant City Solicitor

SUBMITTED TO AND APPROVED BY THE BOARD OF ESTIMATES THIS 28 DAY OF August, 1957.

Clerk

Approved as to form and legal sufficiency

this 4th day of September, 1957

Special Assistant Attorney General

Approved

Chief Engineer

File

Minutes

EXCERPT FROM MINUTES OF MEETING OF THE STATE ROADS COMMISSION
WEDNESDAY, MAY 29, 1957
***

Present: Mr. Robert O. Bonnell, Chairman, Senator Edgar T. Bennett and Mr. John J. McMullen.

On request of Mr. James H. McKay, Highways Engineer, Department of Public Works, Bureau of Highways, of Baltimore City, approved by Mr. George A. Carter, Director of Public Works, and approval of Chief Engineer Pritchett by Assistant to Chief Engineer Shure, the Commission approved and Chairman Robert O. Bonnell executed for and on its behalf, agreement, in sextuplicate, dated May 15, 1957, between the Mayor and City Council of Baltimore and the State Roads Commission of Maryland, acting for and on behalf of the State of Maryland, applicable to "construction of a project called Northern Parkway, which extends from Hillen Road to Old Harford Road and includes a bridge over Herring Run, in Baltimore, Maryland, to be financed partly with Federal Funds under the Federal Aid Highway Act of 1944 and any subsequent Act or Acts, and having as Federal Aid Numbers U S - 660 (1) for the Bridge and U S - 660 (2) for the Approaches".

The said project, which was approved by the Commission for programming with Federal Aid Urban funds January 30, 1957, is, upon completion, to be taken over and maintained by the City.

Said agreement had previously been executed by Mayor Thomas D'Alesandro, Jr. on the part of Mayor and City Council of Baltimore, approved by the Board of Estimates, and approved as to form and legal sufficiency by Special Attorney P. A. Puderbaugh.

Copy: Mr. H. M. Pritchett
Mr. W. C. Hopkins
Mr. P. A. Morison
Mr. C. A. Goldeisen
Mr. A. F. Shure
Mr. A. F. DiDomenico
Mr. P. P. Scrivener
Mr. G. N. Lewis, Jr.
Mr. C. W. Clawson
Mr. A. L. Grubb
Mr. C. L. Hannen
Mr. H. C. Bowers
Secretary's File
SRC-Baltimore City

Ins A

Minutes



EXCERPT FROM MINUTES OF MEETING OF THE STATE ROADS COMMISSION
WEDNESDAY, MAY 29, 1957
***

Present: Mr. Robert O. Bennett, Chairman, Senator Edgar T. Bennett and Mr. John J. McMullen.

On request of Mr. George A. Carter, Director of the Department of Public Works of Baltimore City, and on recommendation of Chief Engineer Pritchett by Assistant to Chief Engineer Shure in letter dated May 27, 1957, the Commission authorized the programming of construction of streets and structures on Northern Parkway, Federal Aid Secondary Route No. 1022 in Baltimore City, as follows, with the Bureau of Public Roads as a Federal-Aid Urban project:

| Description | Estimated Cost |
|---|---|
| Northern Parkway grading, curbing and paving | |
| (1) From Gylburn Avenue to Highgate Drive, a distance of 8000', | $ 900,000.00 |
| (2) From Park Heights Avenue to about 600' west of Western Maryland Railway, a distance of 5000', | 600,000.00 |
| Overpass structure at Greenspring Avenue | 470,000.00 |
| " " " Reisterstown Road | 360,000.00 |
| " " " Western Maryland Railway | 820,000.00 |
| Total Cost | $ 3,150,000.00 |

Of the total cost of the work, the approximate amount of $1,985,000.00 will be financed by Federal Aid Urban funds.

Mr. Shure states in aforesaid letter that there is an unprogrammed balance of Urban funds in the amount of $3,621,745.34, and this figure will be reduced in the amount of $1,985,000.00, leaving a balance of $1,636,745.34 of unprogrammed funds.

Copy: Mr. N. M. Pritchett
Mr. W. C. Hopkins
Mr. P. A. Morison
Mr. C. A. Goldeisen
Mr. A. F. Shure
Mr. F. F. Scrivener
Mr. A. F. DiDomenico
Mr. G. N. Lewis, Jr.
Mr. C. W. Clawson
Mr. C. L. Wannen
Mr. A. L. Grubb
Mr. H. G. Bowers
Dept. of Public Works of B.C.
SRC-Baltimore City

Minutes

EXCERPT FROM MINUTES OF MEETING OF THE STATE ROADS COMMISSION
WEDNESDAY, JANUARY 30, 1957
***



Geo. N. Lewis, Jr.
Director

Present: Mr. Robert O. Bonnell, Chairman, Senator Edgar T. Bennett and Mr. John J. McMullen.

On request of Mr. George A. Carter, Director, Department of Public Works of Baltimore City, and on recommendation of Chief Engineer Pritchett by Assistant to Chief Engineer Shure in letter dated January 29, 1957, the Commission authorized the programming of the bridge and approaches to carry the proposed extension of Northern Parkway (Federal Aid Route FAP 2) over Herring Run and proposed Perring Parkway, in Herring Run Park, near the Northern Boundary Line of Baltimore City, between Hillen Road and Old Harford Road, with the Bureau of Public Roads as a Federal-Aid Urban project. The estimated cost of the bridge and approaches is $1,060,000.00 according to Mr. Carter's estimate so that Urban funds are involved to the extent of $530,000.00.

Copy: Mr. N. H. Pritchett
Mr. W. G. Hopkins
Mr. P. A. Morison
Mr. C. A. Goldeisen
Mr. A. F. Shure
Mr. F. P. Scrivener
Mr. A. F. DiBonanico
Mr. G. N. Lewis, Jr.
Mr. C. W. Clawson
Mr. G. L. Wannen
Mr. H. C. Bowers
Mr. A. L. Grubb
Dept. of Public Works of B. C.
SRC-Baltimore City

Geo. N. Lewis, Jr.
Minutes

EXCERPT FROM MINUTES OF MEETING OF THE STATE ROADS COMMISSION
WEDNESDAY, JANUARY 30, 1957
***



Geo. N. Lewis, Jr.
Director

Present: Mr. Robert O. Bonnell, Chairman, Senator Edgar T. Bennett and Mr. John J. McMullen.

Following approval by Assistant to Chief Engineer Shure, the Commission approved and Chairman Robert O. Bonnell executed for and on its behalf, three agreements, in sextuplicate, dated January 16, 1957, between the Mayor and City Council of Baltimore and the State Roads Commission of Maryland, acting for and on behalf of the State of Maryland, applicable to construction of projects called:

"Partial reconstruction of Charles Street Bridge and Construction of a Ramp of the Jones Falls Expressway" - Federal-Aid No. UI-480(9)

"Reconstruction of Liberty Heights Avenue Bridge over Western Maryland Railway" - Federal-Aid No. UI-156(7)

"Paving of Section 2-G of the Jones Falls Expressway and Approach Ramps" (along Mt. Royal Terrace above North Avenue) - Federal-Aid No. UI-480(8).

The said projects, which were approved by the Commission for programming with Federal-Aid funds December 21, 6 and 12, 1956, respectively, are, upon completion, to be taken over and maintained by the City.

The said agreements had previously been executed by Acting Mayor Leon Abramson on the part of Mayor and City Council of Baltimore, approved by the Board of Estimates, and approved as to form and legal sufficiency by Special Attorney F. A. Fuderbaugh.

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. F. P. Scrivener
Mr. G. N. Lewis, Jr.
Mr. C. W. Clawson
Mr. A. L. Grubb
Mr. G. L. Wannen
Mr. H. C. Bowers
Secretary's File
SRC-Baltimore City

THIS AGREEMENT, Made this 16 day of January, in the year nineteen hundred and fifty-seven, between the Mayor and City Council of Baltimore, hereinafter sometimes called "City," and the State Roads Commission of Maryland, acting for and on behalf of the State of Maryland, hereinafter sometimes called "Commission."

WITNESSETH:

WHEREAS, the Commission is about to enter into an agreement with the Commissioner of the Bureau of Public Roads of the United States of America for the construction of a project called "Partial Reconstruction of Charles Street Bridge and Construction of a Ramp of the Jones Falls Expressway," in Baltimore, Maryland, to be financed partly with Federal funds under the Federal-aid Highway Act of 1944 and any subsequent Act or Acts, and having as its Federal-aid number UI-480 (9); and

WHEREAS, said project is located entirely within the corporate limits of the City and the City desires to partially reconstruct said bridge and construct said ramp under its own contract; and

WHEREAS, the Commission is agreeable to this procedure, provided that the plans and specifications and the said construction thereof shall be under the general supervision of the engineers of the Commission, and provided that the work thereon will be subject to inspection at all times by the Commission and the Bureau of Public Roads; and

WHEREAS, it is the desire and intent of the parties hereto that no part of the cost of the said project shall be borne by the Commission and that if Federal funds are not forthcoming for any reason, the loss of the same shall be borne by the City alone.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH: That the Commission and the City have mutually agreed to and with each other as follows:

1. This Agreement shall be applicable only to the partial reconstruction of the said bridge and the construction of the said ramp of the Jones Falls Expressway, which will be public highways within the corporate limits of the City.

2. The City shall prepare all plans, specifications, estimates, contracts and other data necessary to comply with Federal requirements at the City's own cost and expense, said plans, specifications, estimates, contracts and data, however, to be subject to the prior approval of the Commission before the construction contract is let.

3. The City agrees to undertake to negotiate options for the acquisition of rights of way, lands and interests in lands, if necessary, for the partial reconstruction of said bridge and the construction of said ramp, and to have executed and recorded the necessary deeds conveying said rights of way, lands and interests in lands to the City. In case condemnation proceedings become necessary for the acquisition of some of the needed rights of way, lands and interests in lands, the City will take the necessary steps to acquire, by eminent domain, those rights of way, lands and interests in lands which cannot be acquired by negotiation. The City, at its own expense, further agrees to see to such adjustments of underground structures as may be necessary by reason of the construction of the project. The rights of way, lands and interests in lands shall be of the width and otherwise conform to the requirements of the Bureau of Public Roads.

4. The City shall advertise for, receive bids for, and award said construction contract, subject to approval by the Commission, in

the same manner and subject to the same legal requirements which apply to the contracts of the City.

5. The City will not award said contract until authorized so to do by the Commission and the contract will be between the City and the successful bidder and the Commission assumes no legal liability in connection therewith.

6. The City shall provide the necessary construction and engineering inspection and shall also provide proper supervision of all work necessary for the completion of the above project, and the Commission shall have such control of the construction and the work shall be subject to such inspection at all times by the Commission and the Bureau of Public Roads as will insure full compliance with the said plans, specifications, estimates, contracts and such rules and regulations of the Bureau of Public Roads as shall apply.

7. The financing of all the work and construction for the above project shall be solely borne by the City. Reimbursement to the City of Federal-aid funds participating in the project shall be made in the following manner:

(a) On the first day of each month, or as soon thereafter as practicable, the City shall prepare a bill or voucher for such contract work completed during the preceding month. This bill or voucher will be presented to the Commission and upon receipt the Commission will promptly prepare the necessary Bureau of Public Roads vouchers and documents, and submit the same to the said Bureau of Public Roads for payment of the Federal-aid funds due.

(b) Upon the payment of the sum of money due under these vouchers from the Bureau of Public Roads, the Commission will make

remittance thereof to the City.

(c) Final payment of the Federal-aid funds due on the project will be made in the same manner as payment is made on intermediate vouchers, and final settlement and such adjustments as to payment of costs as may be necessary shall be made between the Commission and the City upon the collection of the fund payable to the Commission under the Federal-aid Highway Act and any subsequent Act or Acts relating thereto.

8. When the Bureau of Public Roads has accepted and made remittance for the project, the City agrees to take over and maintain, in compliance with rules and regulations of the Bureau of Public Roads relating to urban projects upon which Federal funds have been expended, the completed project.

9. Payment to the City by the Commission for the work performed on the project shall include only such items as have been approved for inclusion therein by the Bureau of Public Roads prior to the time that the work has been commenced. The cost of all work and construction, together with all other costs incurred on said project that may be declared to be ineligible for participation in Federal funds by the Bureau of Public Roads, shall be borne solely by the City, and the Commission shall be obligated to pay over to the City only such Federal-aid funds received as have been earned and are attributable to the project.

IN WITNESS WHEREOF, the Mayor and City Council of Baltimore has caused this Agreement to be executed by the Mayor of Baltimore City and the corporate seal of the City to be hereunto affixed, duly attested by the City Treasurer, and the State Roads Commission of

Maryland has caused the same to be executed by its Chairman and its seal to be hereunto affixed, duly attested by its Secretary, the day and year first above written.

ATTEST: MAYOR AND CITY COUNCIL OF BALTIMORE

Deputy Treasurer By Acting Mayor

ATTEST: STATE ROADS COMMISSION OF MARYLAND

Secretary By Chairman

APPROVED AS TO FORM AND LEGAL SUFFICIENCY THIS 11th DAY OF January, 1957.

City Solicitor

Assistant City Solicitor

SUBMITTED TO AND APPROVED BY THE BOARD OF ESTIMATES THIS 16 DAY OF January, 1957.

Clerk

Approved as to form and legal sufficiency this 23rd day of January, 1957.

Special ~~Assistant~~ Attorney ~~General~~

THIS AGREEMENT, Made this 16 day of January, in the year nineteen hundred and fifty-seven, between the Mayor and City Council of Baltimore, hereinafter sometimes called "City," and the State Roads Commission of Maryland, acting for and on behalf of the State of Maryland, hereinafter sometimes called "Commission."

WITNESSETH:

WHEREAS, the Commission is about to enter into an agreement with the Commissioner of the Bureau of Public Roads of the United States of America for the construction of a project called "Reconstruction of Liberty Heights Avenue Bridge over Western Maryland Railway," in Baltimore, Maryland, to be financed partly with Federal funds under the Federal-aid Highway Act of 1944 and any subsequent Act or Acts, and having as its Federal-aid number UG-156 (7); and

WHEREAS, said project is located entirely within the corporate limits of the City and the City desires to reconstruct said bridge under its own contract; and

WHEREAS, the Commission is agreeable to this procedure, provided that the plans and specifications and the said construction thereof shall be under the general supervision of the engineers of the Commission, and provided that the work thereon will be subject to inspection at all times by the Commission and the Bureau of Public Roads; and

WHEREAS, it is the desire and intent of the parties hereto that no part of the cost of the said project shall be borne by the Commission and that if Federal funds are not forthcoming for any reason, the loss of the same shall be borne by the City alone.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH: That the Commission and the City have mutually agreed to and with each other as follows:

1. This Agreement shall be applicable only to the reconstruction of the said Liberty Heights Avenue Bridge, which is a public highway within the corporate limits of the City.

2. The City shall prepare all plans, specifications, estimates, contracts and other data necessary to comply with Federal requirements at the City's own cost and expense, said plans, specifications, estimates, contracts and data, however, to be subject to the prior approval of the Commission before the construction contract is let.

3. The City agrees to undertake to negotiate options for the acquisition of rights of way, lands and interests in lands, if necessary, for the construction of said bridge and to have executed and recorded the necessary deeds conveying said rights of way, lands and interests in lands to the City. In case condemnation proceedings become necessary for the acquisition of some of the needed rights of way, lands and interests in lands, the City will take the necessary steps to acquire, by eminent domain, those rights of way, lands and interests in lands which cannot be acquired by negotiation. The City, at its own expense, further agrees to see to such adjustments of underground structures as may be necessary by reason of the construction of the project. The rights of way, lands and interests in lands shall be of the width and otherwise conform to the requirements of the Bureau of Public Roads.

4. The City shall advertise for, receive bids for, and award said construction contract, subject to approval by the Commission, in

the same manner and subject to the same legal requirements which apply to the contracts of the City.

5. The City will not award said contract until authorized so to do by the Commission and the contract will be between the City and the successful bidder and the Commission assumes no legal liability in connection therewith.

6. The City shall provide the necessary construction and engineering inspection and shall also provide proper supervision of all work necessary for the completion of the above project, and the Commission shall have such control of the construction and the work shall be subject to such inspection at all times by the Commission and the Bureau of Public Roads as will insure full compliance with the said plans, specifications, estimates, contracts and such rules and regulations of the Bureau of Public Roads as shall apply.

7. The financing of all the work and construction for the above project shall be solely borne by the City. Reimbursement to the City of Federal-aid funds participating in the project shall be made in the following manner:

(a) On the first day of each month, or as soon thereafter as practicable, the City shall prepare a bill or voucher for such contract work completed during the preceding month. This bill or voucher will be presented to the Commission and upon receipt the Commission will promptly prepare the necessary Bureau of Public Roads vouchers and documents, and submit the same to the said Bureau of Public Roads for payment of the Federal-aid funds due.

(b) Upon the payment of the sum of money due under these vouchers from the Bureau of Public Roads, the Commission will make

remittance thereof to the City.

(c) Final payment of the Federal-aid funds due on the project will be made in the same manner as payment is made on intermediate vouchers, and final settlement and such adjustments as to payment of costs as may be necessary shall be made between the Commission and the City upon the collection of the fund payable to the Commission under the Federal-aid Highway Act and any subsequent Act or Acts relating thereto.

8. When the Bureau of Public Roads has accepted and made remittance for the project, the City agrees to take over and maintain, in compliance with rules and regulations of the Bureau of Public Roads relating to urban projects upon which Federal funds have been expended, the completed project.

9. Payment to the City by the Commission for the work performed on the project shall include only such items as have been approved for inclusion therein by the Bureau of Public Roads prior to the time that the work has been commenced. The cost of all work and construction, together with all other costs incurred on said project that may be declared to be ineligible for participation in Federal funds by the Bureau of Public Roads, shall be borne solely by the City, and the Commission shall be obligated to pay over to the City only such Federal-aid funds received as have been earned and are attributable to the project.

IN WITNESS WHEREOF, the Mayor and City Council of Baltimore has caused this Agreement to be executed by the Mayor of Baltimore City and the corporate seal of the City to be hereunto affixed, duly attested by the City Treasurer, and the State Roads Commission of

Maryland has caused the same to be executed by its Chairman and its seal to be hereunto affixed, duly attested by its Secretary, the day and year first above written.

ATTEST: MAYOR AND CITY COUNCIL OF BALTIMORE

Deputy Treasurer By Acting Mayor

ATTEST: STATE ROADS COMMISSION OF MARYLAND

Secretary By Chairman

APPROVED AS TO FORM AND LEGAL SUFFICIENCY THIS 11th DAY OF January, 1957.

Thomas N. Biddison
City Solicitor

Lloyd G. McAllister
Assistant City Solicitor

SUBMITTED TO AND APPROVED BY THE BOARD OF ESTIMATES THIS 16 DAY OF January, 1957.

Clerk

Approved as to form and legal sufficiency this 23rd day of January, 1957.

Special ~~Assistant~~ Attorney ~~General~~

THIS AGREEMENT, Made this 16 day of January, in the year nineteen hundred and fifty-seven, between the Mayor and City Council of Baltimore, hereinafter sometimes called "City," and the State Roads Commission of Maryland, acting for and on behalf of the State of Maryland, hereinafter sometimes called "Commission."

WITNESSETH:

WHEREAS, the Commission is about to enter into an agreement with the Commissioner of the Bureau of Public Roads of the United States of America for a project called "Paving of Section 2-G of the Jones Falls Expressway and Approach Ramps" (along Mt. Royal Terrace above North Avenue) in Baltimore, Maryland, to be financed partly with Federal funds under the Federal-aid Highway Act of 1944 and any subsequent Act or Acts, and having as its Federal-aid number UI-480 (8); and

WHEREAS, said project is located entirely within the corporate limits of the City and the City desires to pave said Section 2-G and Approach Ramps under its own contract; and

WHEREAS, the Commission is agreeable to this procedure, provided that the plans and specifications and the said paving thereof shall be under the general supervision of the engineers of the Commission, and provided that the work thereon will be subject to inspection at all times by the Commission and the Bureau of Public Roads; and

WHEREAS, it is the desire and intent of the parties hereto that no part of the cost of the said project shall be borne by the Commission and that if Federal funds are not forthcoming for any reason, the loss of the same shall be borne by the City alone.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH: That the Commission

and the City have mutually agreed to and with each other as follows:

1. This Agreement shall be applicable only to the paving of the said Section 2-G of the Jones Falls Expressway and Approach Ramps, which will be a public highway within the corporate limits of the City.

2. The City shall prepare all plans, specifications, estimates, contracts and other data necessary to comply with Federal requirements at the City's own cost and expense, said plans, specifications, estimates, contracts, and data, however, to be subject to the prior approval of the Commission before the paving contract is let.

3. The City agrees to undertake to negotiate options for the acquisition of rights of way, lands and interests in lands, if necessary, for the paving of said section and ramps, and to have executed and recorded the necessary deeds conveying said rights of way, lands and interests in lands to the City. In case condemnation proceedings become necessary for the acquisition of some of the needed rights of way, lands and interests in lands, the City will take the necessary steps to acquire, by eminent domain, those rights of way, lands and interests in lands which cannot be acquired by negotiation. The City, at its own expense, further agrees to see to such adjustments of underground structures as may be necessary by reason of the construction of the project. The rights of way, lands and interests in lands shall be of the width and otherwise conform to the requirements of the Bureau of Public Roads.

4. The City shall advertise for, receive bids for, and award said construction contract, subject to approval by the Commission, in the same manner and subject to the same legal requirements which

apply to the contracts of the City.

5. The City will not award said contract until authorized so to do by the Commission and the contract will be between the City and the successful bidder and the Commission assumes no legal liability in connection therewith.

6. The City shall provide the necessary construction and engineering inspection and shall also provide proper supervision of all work necessary for the completion of the above project, and the Commission shall have such control of the construction and the work shall be subject to such inspection at all times by the Commission and the Bureau of Public Roads as will insure full compliance with the said plans, specifications, estimates, contracts and such rules and regulations of the Bureau of Public Roads as shall apply.

7. The financing of all the work and construction for the above project shall be solely borne by the City. Reimbursement to the City of Federal-aid funds participating in the project shall be made in the following manner:

(a) On the first day of each month, or as soon thereafter as practicable, the City shall prepare a bill or voucher for such contract work completed during the preceding month. This bill or voucher will be presented to the Commission and upon receipt the Commission will promptly prepare the necessary Bureau of Public Roads vouchers and documents, and submit the same to the said Bureau of Public Roads for payment of the Federal-aid funds due.

(b) Upon the payment of the sum of money due under these vouchers from the Bureau of Public Roads, the Commission will make remittance thereof to the City.

(c) Final payment of the Federal-aid funds due on the project will be made in the same manner as payment is made on intermediate vouchers, and final settlement and such adjustments as to payment of costs as may be necessary shall be made between the Commission and the City upon the collection of the fund payable to the Commission under the Federal-aid Highway Act and any subsequent Act or Acts relating thereto.

8. When the Bureau of Public Roads has accepted and made remittance for the project, the City agrees to take over and maintain, in compliance with rules and regulations of the Bureau of Public Roads relating to urban projects upon which Federal funds have been expended, the completed project.

9. Payment to the City by the Commission for the work performed on the project shall include only such items as have been approved for inclusion therein by the Bureau of Public Roads prior to the time that the work has been commenced. The cost of all work and construction, together with all other costs incurred on said project that may be declared to be ineligible for participation in Federal funds by the Bureau of Public Roads, shall be borne solely by the City, and the Commission shall be obligated to pay over to the City only such Federal-aid funds received as have been earned and are attributable to the project.

IN WITNESS WHEREOF, the Mayor and City Council of Baltimore has caused this Agreement to be executed by the Mayor of Baltimore City and the corporate seal of the City to be hereunto affixed, duly attested by the City Treasurer, and the State Roads Commission of Maryland has caused the same to be executed by its Chairman and its seal to be hereunto affixed, duly attested by its Secretary, the day

and year first above written.

ATTEST:

Deputy Treasurer

MAYOR AND CITY COUNCIL OF BALTIMORE

By

Acting Mayor

ATTEST:

Secretary

STATE ROADS COMMISSION OF MARYLAND

By

Chairman

APPROVED AS TO FORM AND LEGAL SUFFICIENCY THIS 11th DAY OF January, 1957.

City Solicitor

Assistant City Solicitor

SUBMITTED TO AND APPROVED BY THE BOARD OF ESTIMATES THIS 16 DAY OF January, 1957.

Clerk

Approved as to form and legal sufficiency this 29th day of January, 1957.

Special ~~Assistant~~ Attorney ~~General~~

Geo. N. Lewis, Jr.
Director

EXCERPT FROM MINUTES OF MEETING OF THE STATE ROADS COMMISSION
FRIDAY, DECEMBER 21, 1956
***

Present: Mr. Robert O. Bonnell, Chairman, Senator Edgar T. Bennett and Mr. John J. McMullen.

On request of Mr. George A. Carter, Director, Department of Public Works of Baltimore City, and on recommendation of Chief Engineer Pritchett by Assistant to Chief Engineer Shure in letter dated December 14, 1956, the Commission authorized the programming of a section of the Jones Falls Expressway - Charles Street Bridge and Ramp in Baltimore City, with the Bureau of Public Roads as a Federal-Aid Urban project. The estimatedcost of the bridge and ramp is $685,000.00 according to Mr. Carter's estimate so that Urban funds are involved to the extent of $342,500.00.

Copy: Mr. N. M. Pritchett
Mr. W. C. Hopkins
Mr. P. A. Morison
Mr. C. A. Goldeisen
Mr. A. F. Shure
Mr. F. F. Scrivener
Mr. A. F. DiDomenico
Mr. G. N. Lewis, Jr.
Mr. A. L. Grubb
Mr. G. L. Warnen
Mr. H. C. Bowers
Dept. of Public Works of B.C.
BRD-Baltimore City

Minutes



EXCERPT FROM MINUTES OF MEETING OF THE STATE ROADS COMMISSION
WEDNESDAY, DECEMBER 12, 1956

***

Present: Mr. Robert O. Bonnell, Chairman, Senator Edgar T. Bennett and Mr. John J. McMullen.

On request of Mr. George A. Carter, Director, Department of Public Works of Baltimore City, and on recommendation of Chief Engineer Pritchett by Assistant to Chief Engineer Shure in letter dated December 10, 1956, the Commission authorized the programming of the paving on the Jones Falls Expressway along Mt. Royal Terrace from a point about 900 feet north of North Avenue to a point about 100 feet north of Newington Avenue, for a total length of 1150 feet (0.22 mile) and including the paving of approach ramps, with the Bureau of Public Roads as a Federal-Aid Urban project in Baltimore City. The cost of the work is estimated at $220,000.00, and involves the allocation of Federal-Aid Urban Funds to the extent of $110,000.00.

Copy: Mr. E. M. Pritchett
Mr. W. C. Hopkins
Mr. F. A. Morison
Mr. C. A. Goldeisen
Mr. A. F. Shure
Mr. F. F. Scrivener
Mr. A. F. DiDomenico
Mr. G. N. Lewis, Jr.
Mr. C. W. Clawson
Mr. C. L. Wannen
Mr. H. C. Somers
Dept. of Public Works of B.C.
BRC-Baltimore City

Minute

EXCERPT FROM MINUTES OF MEETING OF THE STATE ROADS COMMISSION
THURSDAY, DECEMBER 6, 1956

***

Present: Mr. Robert G. Bennell, Chairman, Senator Edgar T. Bennett and Mr. John J. McMullen.

On request of Mr. George A. Carter, Director, Department of Public Works of Baltimore City, and on recommendation of Chief Engineer Pritchett by Assistant to Chief Engineer Shure in letter dated December 5, 1956, the Commission authorized the programming of the reconstruction and widening of the Liberty Heights Avenue Bridge over the Western Maryland Railway, near Druid Park Drive in Baltimore City, with the Bureau of Public Roads as a Federal-Aid Urban project in Baltimore City. The proposed structure is on an extension of the Federal Aid Primary System, and involves Urban funds to the extent of $75,000.00 only.

Copy: Mr. H. M. Pritchett
Mr. W. C. Hopkins
Mr. P. A. Morison
Mr. C. A. Goldeisen
Mr. A. F. Shure
Mr. F. P. Scrivener
Mr. A. F. DiDemenico
Mr. G. N. Lewis, Jr.
Mr. A. L. Grubb
Mr. C. L. Wannen
Mr. H. C. Bowers
Dept. of Public Works of B.C.
BRC-Baltimore City

State Roads Commission
TRAFFIC DIVISION

OCT 25 1956

Geo. N. Lewis, Jr.
Director

EXCERPT FROM MINUTES OF MEETING OF THE STATE ROADS COMMISSION
THURSDAY, OCTOBER 18, 1956
***

Present: Mr. Robert O. Bonnell, Chairman, and Senator Edgar T. Bennett.

Following approval by Chief Engineer Pritchett, the Commission approved and Chairman Robert O. Bonnell executed for and on its behalf, two agreements, in sextuplicate, dated October 5, 1956, between the Mayor and City Council of Baltimore and the State Roads Commission of Maryland, acting for and on behalf of the State of Maryland, applicable to construction of projects called:

"Construction of Preston-Biddle Section of the Jones Falls Expressway" - Federal-aid No. UI-680 (5)

"Construction of North Avenue Interchange and Approaches of the Jones Falls Expressway" - Federal-aid No. UI-480 (6),

said projects, upon completion, to be taken over and maintained by the City.

Said agreements had previously been executed by Mayor Thomas D'Alesandro, Jr. on the part of Mayor and City Council of Baltimore, approved by the Board of Estimates, and approved as to form and legal sufficiency by Special Attorney Robert E. Rothenhoefer.

Copy: Mr. H. M. Pritchett
Mr. W. C. Hopkins
Mr. P. A. Morison
Mr. C. A. Goldeisen
Mr. A. F. Shure
Mr. A. P. DiDomenico
Mr. P. F. Scrivener
Mr. G. N. Lewis, Jr.
Mr. C. W. Clawson
Mr. A. L. Grubb
Mr. C. L. Wannen
Mr. W. C. Bowers
Secretary's File
SRC-Baltimore City

THIS AGREEMENT, Made this 3rd day of October, in the year nineteen hundred and fifty-six, between the Mayor and City Council of Baltimore, hereinafter sometimes called "City," and the State Roads Commission of Maryland, acting for and on behalf of the State of Maryland, hereinafter sometimes called "Commission."

WITNESSETH:

WHEREAS, the Commission is about to enter into an agreement with the Commissioner of the Bureau of Public Roads of the United States of America for the construction of a project called "Construction of Preston-Biddle Section of the Jones Falls Expressway," in Baltimore, Maryland, to be financed partly with Federal funds under the Federal-aid Highway Act of 1944 and any subsequent Act or Acts, and having as its Federal-aid number UI-480 (5); and

WHEREAS, said project is located entirely within the corporate limits of the City and the City desires to construct said Preston-Biddle Section under its own contract; and

WHEREAS, the Commission is agreeable to this procedure, provided that the plans and specifications and the said construction thereof shall be under the general supervision of the engineers of the Commission, and provided that the work thereon will be subject to inspection at all times by the Commission and the Bureau of Public Roads; and

WHEREAS, it is the desire and intent of the parties hereto that no part of the cost of the said project shall be borne by the Commission and that if Federal funds are not forthcoming for any reason, the loss of the same shall be borne by the City alone.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH: That the Commission

and the City have mutually agreed to and with each other as follows:

1. This Agreement shall be applicable only to the construction of the said Preston-Biddle Section of the Jones Falls Expressway, which will be a public highway within the corporate limits of the City.

2. The City shall prepare all plans, specifications, estimates, contracts and other data necessary to comply with Federal requirements at the City's own cost and expense, said plans, specifications, estimates, contracts, and data, however, to be subject to the prior approval of the Commission before the construction contract is let.

3. The City agrees to undertake to negotiate options for the acquisition of rights of way, lands and interests in lands, if necessary, for the construction of said section, and to have executed and recorded the necessary deeds conveying said rights of way, lands and interests in lands to the City. In case condemnation proceedings become necessary for the acquisition of some of the needed rights of way, lands and interests in lands, the City will take the necessary steps to acquire, by eminent domain, those rights of way, lands and interests in lands which cannot be acquired by negotiation. The City, at its own expense, further agrees to see to such adjustments of underground structures as may be necessary by reason of the construction of the project. The rights of way, lands and interests in lands shall be of the width and otherwise conform to the requirements of the Bureau of Public Roads.

4. The City shall advertise for, receive bids for, and award said construction contract, subject to approval by the Commission, in the same manner and subject to the same legal requirements which

apply to the contracts of the City.

5. The City will not award said contract until authorized so to do by the Commission and the contract will be between the City and the successful bidder and the Commission assumes no legal liability in connection therewith.

6. The City shall provide the necessary construction and engineering inspection and shall also provide proper supervision of all work necessary for the completion of the above project, and the Commission shall have such control of the construction and the work shall be subject to such inspection at all times by the Commission and the Bureau of Public Roads as will insure full compliance with the said plans, specifications, estimates, contracts and such rules and regulations of the Bureau of Public Roads as shall apply.

7. The financing of all the work and construction for the above project shall be solely borne by the City. Reimbursement to the City of Federal-aid funds participating in the project shall be made in the following manner:

(a) On the first day of each month, or as soon thereafter as practicable, the City shall prepare a bill or voucher for such contract work completed during the preceding month. This bill or voucher will be presented to the Commission and upon receipt the Commission will promptly prepare the necessary Bureau of Public Roads vouchers and documents, and submit the same to the said Bureau of Public Roads for payment of the Federal-aid funds due.

(b) Upon the payment of the sum of money due under these vouchers from the Bureau of Public Roads, the Commission will make remittance thereof to the City.

(c) Final payment of the Federal-aid funds due on the project will be made in the same manner as payment is made on intermediate vouchers, and final settlement and such adjustments as to payment of costs as may be necessary shall be made between the Commission and the City upon the collection of the fund payable to the Commission under the Federal-aid Highway Act and any subsequent Act or Acts relating thereto.

8. When the Bureau of Public Roads has accepted and made remittance for the project, the City agrees to take over and maintain, in compliance with rules and regulations of the Bureau of Public Roads relating to urban projects upon which Federal funds have been expended, the completed project.

9. Payment to the City by the Commission for the work performed on the project shall include only such items as have been approved for inclusion therein by the Bureau of Public Roads prior to the time that the work has been commenced. The cost of all work and construction, together with all other costs incurred on said project that may be declared to be ineligible for participation in Federal funds by the Bureau of Public Roads, shall be borne solely by the City, and the Commission shall be obligated to pay over to the City only such Federal-aid funds received as have been earned and are attributable to the project.

IN WITNESS WHEREOF, the Mayor and City Council of Baltimore has caused this Agreement to be executed by the Mayor of Baltimore City, duly attested by the City Treasurer, and the State Roads Commission of Maryland has caused the same to be executed by its Chairman, duly attested by its Secretary, the day and year first above written.

ATTEST:

Deputy Treasurer

MAYOR AND CITY COUNCIL OF BALTIMORE

By

Mayor

ATTEST:

Secretary

STATE ROADS COMMISSION OF MARYLAND

By

Chairman

APPROVED AS TO FORM AND LEGAL SUFFICIENCY THIS 25 DAY OF September 1956.

Thomas N. Biddison
City Solicitor

Lloyd G. McAllister
Assistant City Solicitor

SUBMITTED TO AND APPROVED BY THE BOARD OF ESTIMATES THIS 3rd DAY OF October, 1956.

Clerk

Approved as to form and legal sufficiency
this 10th day of October, 1956.

Robert S. Rothenberger
Special Assistant Attorney General

THIS AGREEMENT, Made this 3rd day of October, in the year nineteen hundred and fifty-six, between the Mayor and City Council of Baltimore, hereinafter sometimes called "City," and the State Roads Commission of Maryland, acting for and on behalf of the State of Maryland, hereinafter sometimes called "Commission."

WITNESSETH:

WHEREAS, the Commission is about to enter into an agreement with the Commissioner of the Bureau of Public Roads of the United States of America for the construction of a project called "Construction of North Avenue Interchange and Approaches of the Jones Falls Expressway," in Baltimore, Maryland, to be financed partly with Federal funds under the Federal-aid Highway Act of 1944 and any subsequent Act or Acts, and having as its Federal-aid number UI-480 (6); and

WHEREAS, said project is located entirely within the corporate limits of the City and the City desires to construct said interchange and approaches under its own contract; and

WHEREAS, the Commission is agreeable to this procedure, provided that the plans and specifications and the said construction thereof shall be under the general supervision of the engineers of the Commission, and provided that the work thereon will be subject to inspection at all times by the Commission and the Bureau of Public Roads; and

WHEREAS, it is the desire and intent of the parties hereto that no part of the cost of the said project shall be borne by the Commission and that if Federal funds are not forthcoming for any reason, the loss of the same shall be borne by the City alone.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH: That the Commission and the City have mutually agreed to and with each other as follows:

1. This Agreement shall be applicable only to the construction of the said Interchange and Approaches of the Jones Falls Expressway, which will be a public highway within the corporate limits of the City.

2. The City shall prepare all plans, specifications, estimates, contracts and other data necessary to comply with Federal requirements at the City's own cost and expense, said plans, specifications, estimates, contracts and data, however, to be subject to the prior approval of the Commission before the construction contract is let.

3. The City agrees to undertake to negotiate options for the acquisition of rights of way, lands and interests in lands, if necessary, for the construction of said interchange and approaches, and to have executed and recorded the necessary deeds conveying said rights of way, lands and interests in lands to the City. In case condemnation proceedings become necessary for the acquisition of some of the needed rights of way, lands and interests in lands, the City will take the necessary steps to acquire, by eminent domain, those rights of way, lands and interests in lands which cannot be acquired by negotiation. The City, at its own expense, further agrees to see to such adjustments of underground structures as may be necessary by reason of the construction of the project. The rights of way, lands and interests in lands shall be of the width and otherwise conform to the requirements of the Bureau of Public Roads.

4. The City shall advertise for, receive bids for, and award said construction contract, subject to approval by the Commission, in

the same manner and subject to the same legal requirements which apply to the contracts of the City.

5. The City will not award said contract until authorized so to do by the Commission and the contract will be between the City and the successful bidder and the Commission assumes no legal liability in connection therewith.

6. The City shall provide the necessary construction and engineering inspection and shall also provide proper supervision of all work necessary for the completion of the above project, and the Commission shall have such control of the construction and the work shall be subject to such inspection at all times by the Commission and the Bureau of Public Roads as will insure full compliance with the said plans, specifications, estimates, contracts and such rules and regulations of the Bureau of Public Roads as shall apply.

7. The financing of all the work and construction for the above project shall be solely borne by the City. Reimbursement to the City of Federal-aid funds participating in the project shall be made in the following manner:

(a) On the first day of each month, or as soon thereafter as practicable, the City shall prepare a bill or voucher for such contract work completed during the preceding month. This bill or voucher will be presented to the Commission and upon receipt the Commission will promptly prepare the necessary Bureau of Public Roads vouchers and documents, and submit the same to the said Bureau of Public Roads for payment of the Federal-aid funds due.

(b) Upon the payment of the sum of money due under these vouchers from the Bureau of Public Roads, the Commission will make

remittance thereof to the City.

(c) Final payment of the Federal-aid funds due on the project will be made in the same manner as payment is made on intermediate vouchers, and final settlement and such adjustments as to payment of costs as may be necessary shall be made between the Commission and the City upon the collection of the fund payable to the Commission under the Federal-aid Highway Act and any subsequent Act or Acts relating thereto.

8. When the Bureau of Public Roads has accepted and made remittance for the project, the City agrees to take over and maintain, in compliance with rules and regulations of the Bureau of Public Roads relating to urban projects upon which Federal funds have been expended, the completed project.

9. Payment to the City by the Commission for the work performed on the project shall include only such items as have been approved for inclusion therein by the Bureau of Public Roads prior to the time that the work has been commenced. The cost of all work and construction, together with all other costs incurred on said project that may be declared to be ineligible for participation in Federal funds by the Bureau of Public Roads, shall be borne solely by the City, and the Commission shall be obligated to pay over to the City only such Federal-aid funds received as have been earned and are attributable to the project.

IN WITNESS WHEREOF, the Mayor and City Council of Baltimore has caused this Agreement to be executed by the Mayor of Baltimore City, duly attested by the City Treasurer, and the State Roads Commission of Maryland has caused the same to be executed by its Chairman, duly

attested by its Secretary, the day and year first above written.

ATTEST:

Deputy Treasurer

MAYOR AND CITY COUNCIL OF BALTIMORE

By Mayor

ATTEST:

Secretary

STATE ROADS COMMISSION OF MARYLAND

By Chairman

APPROVED AS TO FORM AND LEGAL SUFFICIENCY THIS 25 DAY OF September 1956.

Thomas N. Biddison
City Solicitor

Lloyd G. McAllister
Assistant City Solicitor

SUBMITTED TO AND APPROVED BY THE BOARD OF ESTIMATES THIS 3rd DAY OF October, 1956.

Clerk

Approved as to form and legal sufficiency
this 10th day of October, 1956.

Robert J. Rutenberg
Special Assistant Attorney General

Pre A

Minutes



EXCERPT FROM MINUTES OF MEETING OF THE STATE ROADS COMMISSION
WEDNESDAY, AUGUST 22, 1956

***

Present: Mr. Robert O. Bonnell, Chairman, Senator Edgar T. Bennett and Mr. John J. McMullen.

Chief Engineer Norman M. Pritchett, by Assistant to Chief Engineer Austin F. Shure, informed the Commission by letter dated August 20, 1956 that the Department of Public Works of Baltimore City requests the Commission's concurrence in the award of Contract BC-193-815 FAP-UI-480 (3), construction of Storm Water Conduits, being a part of the Jones Falls Expressway project, to Charles W. Williams & Associates and Forty-first Street Corporation, 2210 Maryland Avenue, Baltimore 18, Maryland, the low bidder, at their bid of $2,389,036.25, and attached to said letter tabulation of bids opened August 8, 1956, indicating prices were quoted by four contractors, copy of letter from Mr. James H. McKay, Highways Engineer of the Department of Public Works requesting concurrence in the award, and copy of letter, dated August 15, 1956, from the Bureau of Public concurring in award to the low bidder.

193-815

The Commission concurred in award of said project to Charles W. Williams & Associates and Forty-first Street Corporation, 2210 Maryland Avenue, Baltimore 18, Maryland, at their bid of $2,389,036.25, this action being in accordance with the provisions set forth in Section 4 of agreement, dated October 26, 1955, between the Mayor and City Council of Baltimore and the State Roads Commission of Maryland, executed by Chairman Russell H. McCain for and on behalf of the Commission at meeting November 10, 1955, applicable to construction of said project.

$2,389,036.25

Copy: Mr. N. M. Pritchett
Mr. W. C. Hopkins
Mr. P. A. Morison
Mr. C. A. Goldeisen
Mr. A. F. Shure
Mr. A. P. DiDomenico
Mr. F. P. Scrivener
Mr. G. N. Lewis, Jr.
Mr. C. W. Clawson
Mr. A. L. Grubb
Mr. G. L. Wannen
Mr. H. C. Bowers
Dept. of Public Works, Bureau of Highways
SRC-Baltimore City
Secretary's File #23714

Minutes

EXCERPT FROM MINUTES OF MEETING OF THE STATE ROADS COMMISSION
WEDNESDAY, AUGUST 22, 1956
***

Present: Mr. Robert O. Bonnell, Chairman, Senator Edgar T. Bennett and Mr. John J. McMullen.

On recommendation of Chief Engineer Pritchett, by Assistant to Chief Engineer Shure, in letter dated August 20, 1956, the Commission approved the request of the Department of Public Works of Baltimore City and authorized the programming with the Bureau of Public Roads of the following projects proposed for the construction of the Jones Falls Expressway and the use of Federal-aid Urban funds:

1. Preston-Biddle Section

A. Grading, drainage, and retaining walls for the Expressway from a point south of Biddle Street to a point southeast of Guilford Avenue for a length of 752 feet (0.142 mile) and a width of approximately 100 feet. Estimated cost . . . . . $ 490,000

B. Partial reconstruction and lengthening of overhead bridge on Biddle Street, comprising a concrete deck on steel girders supported on concrete masonry. Width is 66 feet and length of new section is 102 feet. Completed bridge will be 210 feet long. Estimated cost . . . . . 290,000

C. Reconstruction of overhead bridge on Preston Street, comprising a concrete deck on steel girders supported on concrete masonry. Width is 66 feet and the length is 143 feet. Estimated cost . . . . . 420,000

Total estimated cost . . $ 1,200,000

2. North Avenue Interchange and Approaches

Construction of bridge carrying the Expressway over North Avenue, railroad tracks, and an access road and the grading, drainage, and retaining walls of the approaches and ramps. Project extends along the Expressway from a point under the Maryland Avenue Bridge to Station 143+00, north of North Avenue, for a total length of 2400 feet (0.643 mile), of which length 1210 feet is for approaches and 1190 feet is for bridges. The bridges comprise concrete decks on steel girders and beams supported on concrete masonry. Estimated Cost. . $ 3,500,000

Copy: Mr. N. M. Pritchett
Mr. P. A. Morison
Mr. A. F. Shure
Mr. A. F. DiDomenico
Mr. C. W. Clawson
Mr. L. C. Moser
Mr. H. C. Bowers
Mr. W. C. Hopkins
Mr. C. A. Goldeisen
Mr. F. P. Scrivener
Mr. G. N. Lewis, Jr.
Mr. A. L. Grubb
Mr. C. L. Wannen
Dept. of Public Works of B.C.
SRC-Baltimore City

MINUTES FROM MEETING OF MEMBERS OF THE STATE ROADS COMMISSION
SATURDAY, AUGUST 25, 1956

***

Present: Mr. Robert O. Lemmell, Chairman, Commissioner Edgar T. Bennett and Mr. John L. Sullivan.

On recommendation of Chief Engineer Tribbett, by letters to Chief Engineer, in letter dated August 20, 1956, the Commission approved the request of the Department of Public Works of Baltimore City and authorized the proceeding with the preparation of Public Roads of the following projects proposed for the construction of the Jones Falls Expressway and the use of Federal-Aid Urban funds:

1. Preston-Biddle Section

   a. Excavation, grading, and construction of the Expressway from a point south of Biddle Street to a point south of Preston Street, including a pedestrian overpass or footbridge over the Expressway, length of 255 feet (0.142 mile) and a width of approximately 100 feet. Estimated cost . . . . . $ 450,000

   b. Partial reconstruction and widening of overhead bridge on Biddle Street, comprising a concrete deck on steel girders supported on concrete masonry. Width is 86 feet and length of new section is 102 feet. Completed bridge will be 310 feet long. Estimated cost . . . . . 500,000

   c. Reconstruction of overhead bridge on Preston Street, comprising a concrete deck on steel girders supported on concrete masonry. Width is 66 feet and the length is 145 feet. Estimated cost . . . . . 400,000

   Total estimated cost . . $ 1,350,000

2. North Avenue Interchange and Approaches

   Construction of bridge carrying the Expressway over North Avenue, railroad tracks, and an access road and the grading, drainage, and retaining walls of the approaches and ramps. Projects extends along the Expressway from a point under the Maryland Avenue Bridge to Station 162+00, north of North Avenue, for a total length of 2400 feet (0.645 mile), of which length 1320 feet is for approaches and 1080 feet is for bridges. The bridges comprise concrete decks on steel girders and piers supported on concrete masonry. Estimated cost, $2,800,000

Copy: Mr. H. M. Bridgeman
Mr. F. G. Wooldridge
Mr. J. F. Shure
Mr. A. E. DiPomedico
Mr. C. M. Gleason
Mr. J. D. Vogel
Mr. H. G. Bowers
Mr. H. G. Rogers
Mr. G. A. Hollingsworth
Mr. N. T. Trowbridge
Mr. E. E. Lewis, Jr.
Mr. S. T. Grubb
Mr. C. E. Thomas
Chief, Bureau of B.P.R.
Public Buildings Office

Minutes



EXCERPT FROM MINUTES OF MEETING OF THE STATE ROADS COMMISSION
WEDNESDAY, JUNE 27, 1956
***

Present: Mr. Robert O. Bonnell, Chairman, Senator Edgar T. Bennett and Mr. John J. McMullen.

Chief Engineer Norman M. Pritchett, by Assistant to Chief Engineer Austin F. Shure, informed the Commission by letter dated June 20, 1956 that the Department of Public Works of Baltimore City requests the Commission's concurrence in the award of Contract BC-194-615 FAP&UI-480(4), "Grading, Structures and Drainage of Section 2-B, of the Jones Falls Expressway", to Allied Contractors, Inc., 204 East Preston Street, Baltimore 2, Maryland, the low bidder, at their bid of $990,468.00, and attached to said letter tabulation of bids opened June 18, 1956, indicating prices were quoted by five contractors, copy of letter from Mr. James H. McKay, Highways Engineer of the Department of Public Works requesting concurrence in the award, and copy of letter, dated June 18, 1956, from the Bureau of Public Roads concurring in award to the low bidder.

The Commission concurred in award of said project to Allied Contractors, Inc., 204 East Preston Street, Baltimore 2, Maryland, at their bid of $990,468.00, this action being in accordance with the provisions set forth in Section 4 of agreement, dated October 26, 1950, between the Mayor and City Council of Baltimore and the State Roads Commission of Maryland, executed by Chairman Russell H. McCain for and on behalf of the Commission at meeting November 10, 1955, applicable to construction of said project.

Copy: Mr. N. M. Pritchett
Mr. W. C. Hopkins
Mr. P. A. Morison
Mr. C. A. Goldsizen
Mr. A. F. Shure
Mr. A. F. DiDomenico
Mr. F. P. Scrivener
Mr. G. N. Lewis, Jr.
Mr. C. W. Clawson
Mr. A. L. Grubb
Mr. C. L. Wannen
Mr. H. C. Bowers
Dept. of Public Works, Bureau of Highways
BRC-Baltimore City
Secretary's File #23714

Present: Mr. Farrell O. Powell, Chairman, Director Ryan E. Duvall and Mr. John A. Hawkins.

Order received Herman E. Prokopek, Jr. Investments in Policy in Great Lakes, Inc. Motion the Resolution by Director Duvall, Item 39, 1966 and the Department of Public Works of Baltimore City requests the Commissioner's approval in the amount of Fourteen Thousand Dollars (14,000.00). "Dredging Advertisement Terminal of Dundalk Marine Yard's Improvement", in Middle Temperature, Md., Mr. Jack Jenkins Powell, Director Hawkins, the Law Department, in their by (Mr. Hawkins) and seconded by said Director Duvall of this Board Item 32, 1966, the Resolution notice was granted by this Commissioner, Mr. Jack Jenkins E. Powell, Director Chairman of the Department of Public Works for dredging operations in the above, and duty of Labor, Wage Rate Law, Item 33, Item the Bureau of Public Works Commissioner is hereby authorized to award to the Low bidder.

The Resolution accepted is based on said proposal of Little Contractors, Inc., 201 East Fremont Street, Baltimore, Md. 21230 and 1966, Item 34, this action being in accordance with the provisions set forth in Section 2 of Approved, Dated October 20, 1966, between the Mayor and City Council of Baltimore and the State Tax Commission of Maryland, received by Chairman Harold E. Powell on behalf of the Commission of Public Works 34, 1966, approximate to construction of said project.

Mayor: Mr. H. K. Pritchard
Mr. K. E. Sparrow
Mr. P. A. Barnes
Mr. E. E. Calabrese
Mr. C. E. Kemp
Mr. A. S. Stevenson
Mr. P. A. Barnes
Mr. E. E. Lewis, Jr.
Mr. C. E. Kemp
Mr. R. C. Stevens
Mr. R. C. Stevens
Chm. of Public Works, Office of Finance
Comptroller's Office
Department of Law

Minutes



EXCERPT FROM MINUTES OF MEETING OF THE STATE ROADS COMMISSION
THURSDAY, APRIL 12, 1956
***

Present: Mr. Russell H. McCain, Chairman, Senator Edgar T. Bennett and Mr. Bramwell Kelly.

Chief Engineer Norman M. Pritchett, by Assistant to Chief Engineer Austin F. Shure, informed the Commission by letter dated April 12, 1956 that the Bureau of Highways of the Department of Public Works of Baltimore City requests the Commission's concurrence in the award of the Calvert Street Bridge over the Pennsylvania Railroad and Jones Falls, Contract No. BC-102-815 FAP-UI-480 (2), to the Brooklyn Engineering Corporation, Baltimore, Maryland, at their low bid quotation of $1,414,250.00, and stated that bids were opened for this project on April 4, 1956, prices were quoted by seven contractors as indicated on attached tabulation of bids, and that the Bureau of Public Roads has concurred in the award of the project to the low bidder as of the date of said letter.

The Commission concurred in award of said project to Brooklyn Engineering Corporation, Baltimore, Maryland, at their bid of $1,414,250.00, this action being in accordance with the provisions set forth in Section 4 of agreement, dated October 26, 1956, between the Mayor and City Council of Baltimore and the State Roads Commission of Maryland, executed by Chairman Russell H. McCain for and on behalf of the Commission at meeting November 10, 1955, applicable to construction of said project.

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. F. F. Scrivener
Mr. G. N. Lewis, Jr.
Mr. C. W. Clawson
Mr. A. L. Grubb
Mr. C. L. Wannen
Mr. M. C. Bowers
Bureau of Highways
SRC-Baltimore City
Secretary's File #23714

BALTIMORE CITY

Mr Cassell

EXCERPT FROM MINUTES OF MEETING OF THE STATE ROADS COMMISSION
THURSDAY, NOVEMBER 10, 1955
*****

Present: Mr. Russell H. McCain, Chairman, Senator Edgar T. Bennett and Mr. Bramwell Kelly.

As requested in letter dated November 9, 1955 from Chief Engineer Norman M. Pritchett by Assistant to Chief Engineer Austin F. Shure, the Commission approved and Chairman Russell H. McCain executed on its behalf, three agreements, in quintuplicate, dated October 26, 1955, between the Mayor and City Council of Baltimore and the State Roads Commission of Maryland, acting for and on behalf of the State of Maryland, applicable to construction of projects called:

"Reconstruction of Calvert Street Bridge" - BC-192-815-FAP#UI-480 (2)

"Construction of Storm Water Conduits covering Jones Falls" - BC-193-815 FAP#UI-480 (3)

"Construction of Mt. Royal Avenue Section of the Jones Falls Expressway" - BC-194-815 FAP#UI-480 (4).

said projects, upon completion, to be taken over and maintained by the City.

Said agreements had previously been executed by Mayor Thomas D'Alesandro, Jr. on the part of Mayor and City Council of Baltimore, approved by the Board of Estimates, and approved as to form and legal sufficiency by Robert E. Rothenhoefer.

Copy: Messrs Pritchett, Hopkins, Morison, Goldeison, Shure, DiDomenico, Scrivener, Lewis, Clawson, Grubb, Wannen, Bowers
Secretary's File
SRC-Baltimore City

BALTIMORE CITY #20746

F.A.

THIS AGREEMENT, Made this 26 day of October, in the year nineteen hundred and fifty-five, between the Mayor and City Council of Baltimore, hereinafter sometimes called "City," and the State Roads Commission of Maryland, acting for and on behalf of the State of Maryland, hereinafter sometimes called "Commission."

WITNESSETH:

WHEREAS, the Commission is about to enter into an agreement with the Commissioner of the Bureau of Public Roads of the United States of America for the construction of a project called "Construction of Mt. Royal Avenue Section of the Jones Falls Expressway," in Baltimore, Maryland, to be financed partly with Federal funds under the Federal-aid Highway Act of 1944 and any subsequent Act or Acts, and having as its Federal aid number UI-480 (4); and

WHEREAS, said project is located entirely within the corporate limits of the City and the City desires to construct said section under its own contract; and

WHEREAS, the Commission is agreeable to this procedure, provided that the plans and specifications and the said construction thereof shall be under the general supervision of the engineers of the Commission, and provided that the work thereon will be subject to inspection at all times by the Commission and the Bureau of Public Roads; and

WHEREAS, it is the desire and intent of the parties hereto that no part of the cost of the said project shall be borne by the Commission and that if Federal funds are not forthcoming for any reason, the loss of the same shall be borne by the City alone.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH: That the Commission

and the City have mutually agreed to and with each other as follows:

1. This Agreement shall be applicable only to the construction of the said section of the Jones Falls Expressway, which is a public highway within the corporate limits of the City.

2. The City shall prepare all plans, specifications, estimates, contracts and other data necessary to comply with Federal requirements at the City's own cost and expense, said plans, specifications, estimates, contracts and data, however, to be subject to the prior approval of the Commission before the construction contract is let.

3. The City agrees to undertake to negotiate options for the acquisition of rights of way, lands and interests in lands, if necessary, for the construction of said section, and to have executed and recorded the necessary deeds conveying said rights of way, lands and interests in lands to the City. In case condemnation proceedings become necessary for the acquisition of some of the needed rights of way, lands and interests in lands, the City will take the necessary steps to acquire, by eminent domain, those rights of way, lands and interests in lands which cannot be acquired by negotiation. The City, at its own expense, further agrees to see to such adjustments of underground structures as may be necessary by reason of the construction of the project. The rights of way, lands and interests in lands shall be of the width and otherwise conform to the requirements of the Bureau of Public Roads.

4. The City shall advertise for, receive bids for, and award said construction contract, subject to approval by the Commission, in the same manner and subject to the same legal requirements which apply to the contracts of the City.

BALTIMORE CITY

F.A

5. The City will not award said contract until authorized so to do by the Commission and the contract will be between the City and the successful bidder and the Commission assumes no legal liability in connection therewith.

6. The City shall provide the necessary construction and engineering inspection and shall also provide proper supervision of all work necessary for the completion of the above project, and the Commission shall have such control of the construction and the work shall be subject to such inspection at all times by the Commission and the Bureau of Public Roads as will insure full compliance with the said plans, specifications, estimates, contracts and such rules and regulations of the Bureau of Public Roads as shall apply.

7. The financing of all the work and construction for the above project shall be solely borne by the City. Reimbursement to the City of Federal-aid funds participating in the project shall be made in the following manner:

(a) On the first day of each month, or as soon thereafter as practicable, the City shall prepare a bill or voucher for such contract work completed during the preceding month. This bill or voucher will be presented to the Commission and upon receipt the Commission will promptly prepare the necessary Bureau of Public Roads vouchers and documents, and submit the same to the said Bureau of Public Roads for payment of the Federal-aid funds due.

(b) Upon the payment of the sum of money due under these vouchers from the Bureau of Public Roads, the Commission will make remittance thereof to the City.

BALTIMORE CITY
F.A

(c) Final payment of the Federal-aid funds due on the project will be made in the same manner as payment is made on intermediate vouchers, and final settlement and such adjustments as to payment of costs as may be necessary shall be made between the Commission and the City upon the collection of the fund payable to the Commission under the Federal-aid Highway Act and any subsequent Act or Acts relating thereto.

8. When the Bureau of Public Roads has accepted and made remittance for the project, the City agrees to take over and maintain, in compliance with rules and regulations of the Bureau of Public Roads relating to urban projects upon which Federal funds have been expended, the completed project.

9. Payment to the City by the Commission for the work performed on the project shall include only such items as have been approved for inclusion therein by the Bureau of Public Roads prior to the time that the work has been commenced. The cost of all work and construction, together with all other costs incurred on said project that may be declared to be ineligible for participation in Federal funds by the Bureau of Public Roads, shall be borne solely by the City, and the Commission shall be obligated to pay over to the City only such Federal-aid funds received as have been earned and are attributable to the project.

IN WITNESS WHEREOF, the Mayor and City Council of Baltimore has caused this Agreement to be executed by the Mayor of Baltimore City, duly attested by the City Treasurer, and the State Roads Commission of Maryland has caused the same to be executed by its Chairman, duly attested by its Secretary, the day and year first above written.

ATTEST:

Deputy Treasurer

MAYOR AND CITY COUNCIL OF BALTIMORE

By

Mayor

ATTEST:

Secretary

STATE ROADS COMMISSION OF MARYLAND

By

Chairman

APPROVED AS TO FORM AND LEGAL SUFFICIENCY THIS 25th DAY OF October, 1955.

City Solicitor

Assistant City Solicitor

SUBMITTED TO AND APPROVED BY THE BOARD OF ESTIMATES THIS DAY OF OCT 26 1955, 1955.

Clerk

Approved as to form and legal sufficiency this 4th day of November, 1955.

Special ~~Asst.~~ Attorney ~~General~~

#20746

THIS AGREEMENT, Made this 26 day of October, in the year nineteen hundred and fifty-five, between the Mayor and City Council of Baltimore, hereinafter sometimes called "City," and the State Roads Commission of Maryland, acting for and on behalf of the State of Maryland, hereinafter sometimes called "Commission."

WITNESSETH:

WHEREAS, the Commission is about to enter into an agreement with the Commissioner of the Bureau of Public Roads of the United States of America for the construction of a project called "Reconstruction of Calvert Street Bridge," in Baltimore, Maryland, to be financed partly with Federal funds under the Federal-aid Highway Act of 1944 and any subsequent Act or Acts, and having as its Federal-aid number UI-480 (2); and

WHEREAS, said project is located entirely within the corporate limits of the City and the City desires to reconstruct said bridge under its own contract; and

WHEREAS, the Commission is agreeable to this procedure, provided that the plans and specifications and the said reconstruction thereof shall be under the general supervision of the engineers of the Commission, and provided that the work thereon will be subject to inspection at all times by the Commission and the Bureau of Public Roads; and

WHEREAS, it is the desire and intent of the parties hereto that no part of the cost of the said project shall be borne by the Commission and that if Federal funds are not forthcoming for any reason, the loss of the same shall be borne by the City alone.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH: That the Commission and the City have mutually agreed to and with each other as follows:

1. This Agreement shall be applicable only to the reconstruction of the said Calvert Street Bridge, which is a public highway within the corporate limits of the City.

2. The City shall prepare all plans, specifications, estimates, contracts and other data necessary to comply with Federal requirements at the City's own cost and expense, said plans, specifications, estimates, contracts and data, however, to be subject to the prior approval of the Commission before the construction contract is let.

3. The City agrees to undertake to negotiate options for the acquisition of rights of way, lands and interests in lands, if necessary, for the reconstruction of said bridge, and to have executed and recorded the necessary deeds conveying said rights of way, lands and interests in lands to the City. In case condemnation proceedings become necessary for the acquisition of some of the needed rights of way, lands and interests in lands, the City will take the necessary steps to acquire, by eminent domain, those rights of way, lands and interests in lands which cannot be acquired by negotiation. The City, at its own expense, further agrees to see to such adjustments of underground structures as may be necessary by reason of the construction of the project. The rights of way, lands and interests in lands shall be of the width and otherwise conform to the requirements of the Bureau of Public Roads.

4. The City shall advertise for, receive bids for, and award said construction contract, subject to approval by the Commission, in the same manner and subject to the same legal requirements which apply to the contracts of the City.

5. The City will not award said contract until authorized so to do by the Commission and the contract will be between the City and the successful bidder and the Commission assumes no legal liability in connection therewith.

6. The City shall provide the necessary construction and engineering inspection and shall also provide proper supervision of all work necessary for the completion of the above project, and the Commission shall have such control of the construction and the work shall be subject to such inspection at all times by the Commission and the Bureau of Public Roads as will insure full compliance with the said plans, specifications, estimates, contracts and such rules and regulations of the Bureau of Public Roads as shall apply.

7. The financing of all the work and construction for the above project shall be solely borne by the City. Reimbursement to the City of Federal-aid funds participating in the project shall be made in the following manner:

(a) On the first day of each month, or as soon thereafter as practicable, the City shall prepare a bill or voucher for such contract work completed during the preceding month. This bill or voucher will be presented to the Commission and upon receipt the Commission will promptly prepare the necessary Bureau of Public Roads vouchers and documents, and submit the same to the said Bureau of Public Roads for payment of the Federal-aid funds due.

(b) Upon the payment of the sum of money due under these vouchers from the Bureau of Public Roads, the Commission will make remittance thereof to the City.

(c) Final payment of the Federal-aid funds due on the project will be made in the same manner as payment is made on intermediate vouchers, and final settlement and such adjustments as to payment of costs as may be necessary shall be made between the Commission and the City upon the collection of the fund payable to the Commission under the Federal-aid Highway Act and any subsequent Act or Acts relating thereto.

8. When the Bureau of Public Roads has accepted and made remittance for the project, the City agrees to take over and maintain, in compliance with rules and regulations of the Bureau of Public Roads relating to urban projects upon which Federal funds have been expended, the completed project.

9. Payment to the City by the Commission for the work performed on the project shall include only such items as have been approved for inclusion therein by the Bureau of Public Roads prior to the time that the work has been commenced. The cost of all work and construction, together with all other costs incurred on said project that may be declared to be ineligible for participation in Federal funds by the Bureau of Public Roads, shall be borne solely by the City, and the Commission shall be obligated to pay over to the City only such Federal-aid funds received as have been earned and are attributable to the project.

IN WITNESS WHEREOF, the Mayor and City Council of Baltimore has caused this Agreement to be executed by the Mayor of Baltimore City, duly attested by the City Treasurer, and the State Roads Commission of Maryland has caused the same to be executed by its Chairman, duly attested by its Secretary, the day and year first above written.

ATTEST:

Deputy Treasurer

MAYOR AND CITY COUNCIL OF BALTIMORE

By

Mayor

ATTEST:

Secretary

STATE ROADS COMMISSION OF MARYLAND

By

Chairman

APPROVED AS TO FORM AND LEGAL SUFFICIENCY THIS 15th DAY OF October, 1955.

City Solicitor

Assistant City Solicitor

SUBMITTED TO AND APPROVED BY THE BOARD OF ESTIMATES THIS DAY OF OCT 26 1955, 1955.

Clerk

Approved as to form and legal sufficiency this 4th day of November, 1955.

Special Asst. Attorney General

BALTIMORE CITY

F.A.

EXCERPT FROM MINUTES OF MEETING OF THE STATE ROADS COMMISSION
TUESDAY, SEPTEMBER 27, 1955.
***

Present: Mr. Russell H. McCain, Chairman, and Mr. Bramwell Kelly.

In a letter dated September 19, 1955, Chief Engineer Norman M. Pritchett, by Assistant to Chief Engineer Austin F. Shure, informed the Commission that the Director of Public Works of Baltimore City requests the Commission's approval of the expenditure of Federal-Aid Urban Funds on four projects in the city known as the Guilford Avenue Bridge, the Calvert Street Bridge, the Mount Royal Avenue Bridge, and the Conduits covering the Jones Falls, involving an estimated total cost of $5,400,000.00 of which $2,300,000.00 will be Federal-Aid Urban Funds. These projects are on an extension of the Federal-Aid Interstate System in Baltimore City; and, when completed, will become a part of the City's system of highways and will be maintained by the Baltimore City authorities. The Commission authorized the programming of said projects with the Bureau of Public Roads as Federal-Aid Urban projects in Baltimore City.

Copy: Messrs. McCain
Pritchett
Morison
Hopkins
Goldeisen
Shure
Scrivener
DiDomenico
Lewis
Clawson
Grubb
Wannen
Bowers
Mrs. G. S. Rice
Director of Public Works, Baltimore City.
SRC-Baltimore City.

Balto.

BALTIMORE CITY

F.A.

EXCERPT FROM MINUTES OF MEETING OF THE STATE ROADS COMMISSION
THURSDAY, JUNE 9, 1955
*****

Present: Mr. Russell H. McCain, Chairman and Mr. Bramwell Kelly.

Chief Engineer Norman M. Pritchett, by Assistant to Chief Engineer Austin F. Shure, informed the Commission by letter dated June 9, 1955, that the Bureau of Highways of the Department of Public Works of Baltimore City requests the Commission's concurrence in the award of the Monroe Street Bridge over the Pennsylvania Railroad and Western Maryland Railway, Contract No. BC-190-815, Federal-Aid Project No. US-378 (5), to the Capital Engineering Company, Inc., Washington, D.C., at their low bid of $232,485.00, and stated that bids were opened for the project on June 8, 1955, prices having been quoted by twelve contractors as indicated on attached tabulation of bids, and that the Bureau of Public Roads has concurred in the award of the project to the low bidder as of the date of said letter.

The Commission concurred in award of said project to the Capital Engineering Company, Inc., Washington, D.C., at their bid of $232,485.00, this action being in accordance with the provisions set forth in Section 4 of agreement, dated April 13, 1955, between the Mayor and City Council of Baltimore and the State Roads Commission of Maryland, executed by Chairman Russell H. McCain for and on behalf of the Commission at meeting May 19, 1953, applicable to construction of said project.

Copy: Messrs Pritchett, Hopkins, Morison, Goldeisen, Shure, DiComenico, Scrivener, Lewis, Clawson, Grubb, Wannen, Bowes.
Mr. Geo. Carter, Dir. of Public Works of Baltimore City
SRC-Baltimore City
Secretary's File #21942

Balto. C.

Cotton Onion Skin

EXCERPT FROM MINUTES OF MEETING OF THE STATE ROADS COMMISSION
THURSDAY, JUNE 2, 1955
***

Present: Mr. Russell H. McCain, Chairman, Senator Edgar T. Bennett and Mr. Bramwell Kelly.

As requested in letter dated May 31, 1955 from Chief Engineer Norman M. Pritchett by Assistant to Chief Engineer Austin F. Shure, Chairman Russell H. McCain executed for and on behalf of the State Roads Commission of Maryland agreement, in triplicate, dated May 19, 1955, between the Mayor and City Council of Baltimore and the State Roads Commission of Maryland, applicable to construction of a project called "Alterations to South Abutment, Guilford Avenue Bridge," in Baltimore, Maryland, to be financed partly with Federal funds under the Federal-aid Highway Act of 1944 and any subsequent Act or Acts, and having as its Federal-aid number U-480 (1), said project, upon completion, to be maintained by Baltimore City.

Said agreement had previously been executed by Mayor Thomas D'Alesandro, Jr., and approved as to form and legal sufficiency by Robert S. Rothenhoefer, Special Assistant Attorney General.

Copy: Mr. N. M. Pritchett
Mr. W. C. Hopkins
Mr. P. A. Morizon
Mr. C. A. Goldeisen
Mr. A. F. Shure
Mr. A. F. DiDomenico
Mr. F. P. Scrivener
Mr. G. N. Lewis, Jr.
Mr. C. W. Clawson
Mr. A. L. Grubb
Mr. C. L. Wannen
Mr. H. C. Bowers
Secretary's File
SRC-Baltimore City

THIS AGREEMENT, Made this 19th day of May in the year nineteen hundred and fifty-five, between the Mayor and City Council of Baltimore, hereinafter sometimes called "City", and the State Roads Commission of Maryland, acting for and on behalf of the State of Maryland, hereinafter sometimes called "Commission."

WITNESSETH:

WHEREAS, the Commission is about to enter into an agreement with the Commissioner of the Bureau of Public Roads of the United States of America for the construction of a project called "Alterations to South Abutment, Guilford Avenue Bridge," in Baltimore, Maryland, to be financed partly with Federal funds under the Federal-aid Highway Act of 1944 and any subsequent Act or Acts, and having as its Federal-aid number U-480(1); and

WHEREAS, said project is located entirely within the corporate limits of the City and the City desires to alter said abutment under its own contract; and

WHEREAS, the Commission is agreeable to this procedure, provided that the plans and specifications and the said alterations thereof shall be under the general supervision of the engineers of the Commission, and provided that the work thereon will be subject to inspection at all times by the Commission and the Bureau of Public Roads; and

WHEREAS, it is the desire and intent of the parties hereto that no part of the cost of the said project shall be borne by the Commission and that if Federal funds are not forthcoming for any reason, the loss of the same shall be borne by the City alone.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH: That the Commission and the City have mutually agreed to and with each other as follows:

1. This Agreement shall be applicable only to the alterations to the south abutment of said Guilford Avenue Bridge, which is a public highway within the corporate limits of the City.

2. The City shall prepare all plans, specifications, estimates, contracts and other data necessary to comply with Federal requirements at the City's own cost and expense, said plans, specifications, estimates, contracts and data, however, to be subject to the prior approval of the Commission before the construction contract is let.

3. The City agrees to undertake to negotiate options for the acquisition of rights of way, lands and interests in lands, if necessary, for the alterations to said abutment, and to have executed and recorded the necessary deeds conveying said rights of way, lands and interests in lands to the City. In case condemnation proceedings become necessary for the acquisition of some of the needed rights of way, lands and interests in lands, the City will take the necessary steps to acquire, by eminent domain, those rights of way, lands and interests in lands which cannot be acquired by negotiation. The City, at its own expense, further agrees to see to such adjustments of underground structures as may be necessary by reason of the construction of the project. The rights of way, lands and interests in lands shall be of the width and otherwise conform to the requirements of the Bureau of Public Roads.

4. The City shall advertise for, receive bids for, and award said construction contract, subject to approval by the Commission, in the same manner and subject to the same legal requirements which apply to the contracts of the City.

5. The City will not award said contract until authorized so to do by the Commission and the contract will be between the City and the successful bidder and the Commission assumes no legal liability in connection therewith.

6. The City shall provide the necessary construction and engineering inspection and shall also provide proper supervision of all work necessary for the completion of the above project, and the Commission shall have such control of the construction and the work shall be subject to such inspection at all times by the Commission and the Bureau of Public Roads as will insure full compliance with the said plans, specifications, estimates, contracts and such rules and regulations of the Bureau of Public Roads as shall apply.

7. The financing of all the work and construction for the above project shall be solely borne by the City. Reimbursement to the City of Federal-aid funds participating in the project shall be made in the following manner:

(a) On the first day of each month, or as soon thereafter as practicable, the City shall prepare a bill or voucher for such contract work completed during the preceding month. This bill or voucher will be presented to the Commission and upon receipt the Commission will promptly prepare the necessary Bureau of Public Roads vouchers and documents, and submit the same to the said Bureau of Public Roads for payment of the Federal-aid funds due.

(b) Upon the payment of the sum of money due under these vouchers from the Bureau of Public Roads, the Commission will make remittance thereof to the City.

(c) Final payment of the Federal-aid funds due on the

project will be made in the same manner as payment is made on intermediate vouchers, and final settlement and such adjustments as to payment of costs as may be necessary shall be made between the Commission and the City upon the collection of the fund payable to the Commission under the Federal-aid Highway Act and any subsequent Act or Acts relating thereto.

8. When the Bureau of Public Roads has accepted and made remittance for the project, the City agrees to take over and maintain, in compliance with rules and regulations of the Bureau of Public Roads relating to urban projects upon which Federal funds have been expended, the completed project.

9. Payment to the City by the Commission for the work performed on the project shall include only such items as have been approved for inclusion therein by the Bureau of Public Roads prior to the time that the work has been commenced. The cost of all work and construction, together with all other costs incurred on said project that may be declared to be ineligible for participation in Federal funds by the Bureau of Public Roads, shall be borne solely by the City, and the Commission shall be obligated to pay over to the City only such Federal-aid funds received as have been earned and are attributable to the project.

IN WITNESS WHEREOF, the Mayor and City Council of Baltimore has caused this Agreement to be executed by the Mayor of Baltimore City, duly attested by the City Treasurer, and the State Roads Commission of Maryland has caused the same to be executed by its Chairman, duly attested by its Secretary, the day and year first above written.

ATTEST:

Deputy Treasurer

MAYOR AND CITY COUNCIL OF BALTIMORE

By

Mayor

ATTEST:

Secretary - ~~Asst.~~

STATE ROADS COMMISSION OF MARYLAND

By

Chairman

APPROVED AS TO FORM AND LEGAL SUFFICIENCY THIS 19 DAY OF May 1955.

City Solicitor

Assistant City Solicitor

SUBMITTED TO AND APPROVED BY THE BOARD OF ESTIMATES THIS 19th DAY OF May, 1955.

Clerk

Approved as to form and legal sufficiency this 27th day of May, 1955.

Special Asst. Attorney General

BALTIMORE CITY

F.A

EXCERPT FROM MINUTES OF MEETING OF THE STATE ROADS COMMISSION
THURSDAY, MAY 19, 1955
*******

Present: Mr. Russell H. McCain, Chairman and Mr. Bramwell Kelly

As requested in letter dated April 28, 1955 from Chief Engineer Norman M. Pritchett by Assistant to Chief Engineer Austin F. Shure, Chairman Russell H. McCain executed for and on behalf of the State Roads Commission of Maryland agreement, in duplicate, dated April 13, 1955, between the Mayor and City Council of Baltimore and the State Roads Commission of Maryland, applicable to construction of a project called the "Reconstruction of Monroe Street Bridge over tracks of the Pennsylvania Railroad Company and the Western Maryland Railway Company," in Baltimore, Maryland, to be financed partly with Federal funds under the Federal-aid Highway Act of 1944 and any subsequent Act or Acts, and having as its Federal-aid number UG-363(5), said project, upon completion, to remain in the City system for maintenance.

Said agreement had previously been executed by Mayor Thomas D'Alesandro, Jr., and approved as to form and legal sufficiency by Joseph B. Buscher, Special Assistant Attorney General.

Copy: Messrs Pritchett, Hopkins, Morison, Goldeisen, Shure, DiDomenico, Scrivener, Lewis, Clawson, Grubb, Wannen, Bowers.
Secretary's File
SRC-Baltimore City

Balto.

File 20380

THIS AGREEMENT, Made this 13 day of April in the year nineteen hundred and fifty-five, between the Mayor and City Council of Baltimore, hereinafter sometimes called "City," and the State Roads Commission of Maryland, acting for and on behalf of the State of Maryland, hereinafter sometimes called "Commission."

WITNESSETH:

WHEREAS, the Commission is about to enter into an agreement with the Commissioner of the Bureau of Public Roads of the United States of America for the construction of a project called the "Reconstruction of Monroe Street Bridge over tracks of the Pennsylvania Railroad Company and the Western Maryland Railway Company," in Baltimore, Maryland, to be financed partly with Federal funds under the Federal-aid Highway Act of 1944 and any subsequent Act or Acts, and having as its Federal-aid number UG-368(5); and

WHEREAS, said project is located entirely within the corporate limits of the City and the City desires to reconstruct said bridge under its own contract; and

WHEREAS, the Commission is agreeable to this procedure, provided that the plans and specifications and the said construction thereof shall be under the general supervision of the engineers of the Commission, and provided that the work thereon will be subject to inspection at all times by the Commission and the Bureau of Public Roads; and

WHEREAS, it is the desire and intent of the parties hereto that no part of the cost of the said project shall be borne by the Commission and that if Federal funds are not forthcoming for any reason, the loss of the same shall be borne by the City alone.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH: That the Commission and the City have mutually agreed to and with each other as follows:

1. This Agreement shall be applicable only to the reconstruction of said Monroe Street Bridge, which is a public highway within the corporate limits of the City.

2. The City shall prepare all plans, specifications, estimates, contracts and other data necessary to comply with Federal requirements at the City's own cost and expense, said plans, specifications, estimates, contracts and data, however, to be subject to the prior approval of the Commission before the construction contract is let.

3. The City agrees to undertake to negotiate options for the acquisition of rights of way, lands and interests in lands, if necessary, for the construction of said project, and to have executed and recorded the necessary deeds conveying said rights of way, lands and interests in lands to the City. In case condemnation proceedings become necessary for the acquisition of some of the needed rights of way, lands and interests in lands, the City will take the necessary steps to acquire, by eminent domain, those rights of way, lands and interests in lands which cannot be acquired by negotiation. The City, at its own expense, further agrees to see to such adjustments of underground structures as may be necessary by reason of the construction of the project. The rights of way, lands and interests in lands shall be of the width and otherwise conform to the requirements of the Bureau of Public Roads.

4. The City shall advertise for, receive bids for, and award said construction contract, subject to approval by the Commission, in the same manner and subject to the same legal requirements which apply to the contracts of the City.

5. The City will not award said contract until authorized so to do by the Commission and the contract will be between the City and the successful bidder and the Commission assumes no legal liability in connection therewith.

6. The City shall provide the necessary construction and engineering inspection and shall also provide proper supervision of all work necessary for the completion of the above project, and the Commission shall have such control of the construction and the work shall be subject to such inspection at all times by the Commission and the Bureau of Public Roads as will insure full compliance with the said plans, specifications, estimates, contracts and such rules and regulations of the Bureau of Public Roads as shall apply.

7. The financing of all the work and construction for the above project shall be solely borne by the City. Reimbursement to the City of Federal-aid funds participating in the project shall be made in the following manner:

(a) On the first day of each month, or as soon thereafter as practicable, the City shall prepare a bill or voucher for such contract work completed during the preceding month. This bill or voucher will be presented to the Commission and upon receipt the Commission will promptly prepare the necessary Bureau of Public Roads vouchers and documents, and submit the same to the said Bureau of Public Roads for payment of the Federal-aid funds due.

(b) Upon the payment of the sum of money due under these vouchers from the Bureau of Public Roads, the Commission will make remittance thereof to the City.

(c) Final payment of the Federal-aid funds due on the

project will be made in the same manner as payment is made on intermediate vouchers, and final settlement and such adjustments as to payment of costs as may be necessary shall be made between the Commission and the City upon the collection of the fund payable to the Commission under the Federal-aid Highway Act and any subsequent Act or Acts relating thereto.

8. When the Bureau of Public Roads has accepted and made remittance for the project, the City agrees to take over and maintain, in compliance with rules and regulations of the Bureau of Public Roads relating to urban projects upon which Federal funds have been expended, the completed project.

9. Payment to the City by the Commission for the work performed on the project shall include only such items as have been approved for inclusion therein by the Bureau of Public Roads prior to the time that the work has been commenced. The cost of all work and construction, together with all other costs incurred on said project that may be declared to be ineligible for participation in Federal funds by the Bureau of Public Roads, shall be borne solely by the City, and the Commission shall be obligated to pay over to the City only such Federal-aid funds received as have been earned and are attributable to the project.

IN WITNESS WHEREOF, the Mayor and City Council of Baltimore has caused this Agreement to be executed by the Mayor of Baltimore City, duly attested by the City Treasurer, and the State Roads Commission of Maryland has caused the same to be executed by its Chairman, duly attested by its Secretary, the day and year first above written.

Attest:

Deputy Treasurer

MAYOR AND CITY COUNCIL OF BALTIMORE

By

Mayor

Attest:

Secretary - Ex. Asst.

STATE ROADS COMMISSION OF MARYLAND

By

Chairman

APPROVED AS TO FORM AND LEGAL SUFFICIENCY THIS 13 DAY OF April, 1955.

City Solicitor

Assistant City Solicitor

SUBMITTED TO AND APPROVED BY THE BOARD OF ESTIMATES THIS 13th DAY OF April, 1955.

Clerk

Approved as to form and legal sufficiency this 18th day of April, 1955.

Special Asst. Attorney General

J. S. STROHMEYER
WATER ENGINEER



BERNARD L. WERNER
DEPUTY WATER ENGINEER

DEPARTMENT OF PUBLIC WORKS
BUREAU OF WATER SUPPLY
MUNICIPAL OFFICE BUILDING
BALTIMORE - 2, MARYLAND

May 12, 1954

Mr. Paul L. Holland
Director of Public Works

Dear Sir:

The General Assembly of Maryland of 1908, Chapter 214, authorized the Mayor and City Council to convert the valley of the Gunpowder River into a reservoir or basin for improving the water supply of the City of Baltimore.

Section 9 of the same enactment places upon the Mayor and City Council of Baltimore the responsibility of replacing any public road or bridge destroyed or rendered impassable, in whole or in part, at its own expense with a suitable road or bridge and, if any such existing road or bridge or any bridge or road so built in lieu of the one so destroyed, be on or through property acquired by the City for the purpose contemplated by this sub-title, it shall be the duty of the City thereafter, at all times, to maintain the same in good order or repair for the free use of the public, subject to such provisions and conditions looking to maintaining the purity of said City's water supply, as the said Mayor and City Council of Baltimore may by ordinance impose.

The low dam, elevation 188, was constructed during the years 1912,1913, 1914 and an agreement was entered into between the Mayor and City Council and the County Commissioners of Baltimore County, dated May 1, 1913, providing that the Mayor and City Council would construct a bridge over the Gunpowder near the present Matthews bridge and to construct a road from the Merryman Mill Road to the west end of this new bridge and a road from the easterly end of the bridge connecting to the Jarrettsville Pike and the Dulaney Valley Road. This road work was a partial relocation of the Dulaney Valley Road which was flooded by the low dam; also the City purchased the three turnpike companies' properties which were flooded. By the same agreement all the roads, except Lake Drive, are to be 30 ft. wide and to be constructed to the plans and specifications approved by the Roads Engineer of Baltimore County and the City Engineer of Baltimore City.

When the 240 Loch Raven Dam was constructed in 1922 it was necessary to complete the relocation of the Dulaney Valley Road from the Matthews Bridge to Potts Spring Road, in addition to other roads.

The second contract, dated November 9, 1921, made by the Mayor and City Council with the County Commissioners followed a suit in equity and was entered into so as to avoid further litigation. The section relating to the Dulaney Valley Road reads:

DEPARTMENT OF PUBLIC WORKS
Bureau of Water Supply
Municipal Office Building
Baltimore, 2, Maryland

May 12, 1964

Mr. Paul T. Bollman
Director of Public Works

Dear Sir:

The General Assembly of Maryland of 1962, Chapter 212, authorized the Mayor and City Council to convert the valley of the Gwynnbrook River into a reservoir or basin for improving the water supply of the City of Baltimore.

Section 2 of the same enactment places upon the Mayor and City Council of Baltimore the responsibility of replacing any public road or bridge destroyed or rendered impassable, in whole or in part, as the act requires with a suitable road or bridge, if any, which existing road or bridge or any bridge or road so built is like or the one so destroyed, or on or through property acquired by the City for the purpose of carrying this authority, it shall be the duty of the City Commissioner, at all times, to maintain the same in good order or repair for the free use of the public, subject to such provisions and conditions looking to maintaining the purity of said City's water supply, as the said Mayor and City Council of Baltimore may by ordinance impose.

The new Dam, elevation 160, was completed during the years 1962, 1963. Also an agreement was entered into between the Mayor and City Council and the County Commissioners of Baltimore County, dated May 2, 1963, providing that the Mayor and City Council would construct a bridge over the Gwynnbrook near the present Baltimore bridge and to construct a road from the Gwynnbrook Mill Road to the west end of this new bridge and a road from the easterly end of the bridge connecting in the Jerusalem Mills Road in the Gwynnbrook Valley Road. This road was a partial relocation of the Gwynnbrook Valley Road which was flooded by the new dam, also the City purchased the Owens Corporation' properties which were flooded, by the same agreement all the roads, Garrett Lane Drive, are to be put in, also and to be constructed to the plans and specifications approved by the Roads Bureau of Baltimore County and the City Engineer of Baltimore City.

When the 360 Loop Sewer Dam was constructed in 1962 it was necessary to complete the relocation of the Gwynnbrook Valley Road from the Baltimore Pikes to Pots Spring Road, in addition to other roads.

The second contract, dated December 2, 1963, made by the Mayor and City Council with the County Commissioners covered a suit in equity and was entered into so as to avoid further litigation. The section relating to the Gwynnbrook Valley Road reads:

"The City agrees to relocate, construct, to take the place of the Dulaney Valley Road to be flooded by the City project, the road extending from the Matthews Bridge over the Gunpowder River to or about the intersection of the present road with Potts Spring Road at the old tollgate. The right-of-way is to be 66 ft. wide, the road proper 15 ft., built in concrete 7 in. thick, to have shoulders 5 ft. wide and ditches 2-1/2 ft. wide on each side of the road."

Significantly again and in conformity with Section 9 of the Act of 1908, all questions properly referrable in regard to the bridges and roads shall be referred to the Roads Engineer of the County and the City Engineer of the City and in the event of disagreement between them by the Board of Arbitration provided by the Act.

The Bureau forces have maintained the Dulaney Valley Road abutting on or through its Loch Raven reservation. No change has been made in the width of the concrete road or shoulders, but the surface has been topped with two inches of asphalt.

In my opinion there is no authority in the Act (1908 Chapter 214) regarding the City's responsibility for the roads at Loch Raven other than to maintain them in good order and repair for the free use of the public.

Yours very truly,

A. L. Strohmeyer

WATER ENGINEER

JSS/B

CC - Mr. B. L. Werner
" - Mr. L. G. Ningard
" - Mr. L. G. McAllister

"The City agrees to relocate, maintain, to take the place of the Delaney Valley road to be flooded by the City project, the road extending from the Kathleen Bridge over the Dungeder River to or about the intersection of the present road with Fetts Spring Road at the old village. The right-of-way is to be 60 ft. wide, the road proper 25 ft., built to concrete 7 in. thick, to have shoulders 5 ft. wide and ditches 2-1/2 ft. wide on each side of the road."

Significantly again and in conformity with Section 9 of the Act of 1950, all questions respecting controversies in regard to the letting and trade shall be referred to the Board Engineer of the County and the City Engineer of the City and in the event of disagreement between them by the Board of Arbitration provided by the Act.

The Bureau forces have outlined the Delaney Valley road starting on or through the Loon Farm reservation. No change has been made in the width of the concrete road or shoulders, but the surface has been topped with two inches of asphalt.

In my opinion there is no authority in the Act (1950 Chapter 214) permitting the City's responsibility for the roads at Lock Haven other than to maintain them in good order and repair for the free use of the public.

Very truly yours,

[illegible]

[illegible]

rsw/2

CC - Mr. L. L. Kerman
" - Mr. L. E. Stepper
" - Mr. L. H. McAllister

Copy: Mr. H. F. Childs, Jr. Mr. W. C. Hopkins Mr. F. A. Morison
Mr. S. S. Rinehart Mr. S. G. Duncan Mr. F. P. Scrivener
Mr. A. F. DiDomenico Mr. Allan Lee Mr. C. L. Wannen
Mr. G. M. Lewis, Jr. Mr. L. W. Kern

EXCERPT FROM MINUTES OF MEETING OF THE STATE ROADS COMMISSION
THURSDAY, FEBRUARY 2, 1950

***

Present: Mr. Robert M. Reindollar, Chairman, Senator Joseph M. George and Mr. Russell E. McCain.

Chairman Robert M. Reindollar, for and on behalf of the State Roads Commission of Maryland, executed in triplicate the following agreement:

"THIS AGREEMENT, Made this 2nd day of February, nineteen hundred and fifty, by and between the STATE ROADS COMMISSION OF MARYLAND, hereinafter sometimes referred to as the "Commission", party of the first part, and the CITY OF BALTIMORE, hereinafter sometimes referred to as the "City", party of the second part.

WHEREAS, the Commission and the City have agreed that the Commission will construct approximately 1.05 miles of road to connect the Administration Building of the Friendship International Airport Road with the Baltimore-Washington Expressway under certain conditions, and

WHEREAS, it is deemed desirable that the conditions relating to the construction of said road be set forth in writing.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH, That in consideration of the sum of One Dollar ($1.00) paid by each of the parties hereto to the other and for mutual considerations flowing to each party, the parties hereto agree to the following:

The Commission hereby agrees -

(1) To prepare the right-of-way plats and complete the construction plans for the said road;

(2) To prepare the contract, advertise for bids and award the contract for said road;

(3) Supervise the construction of the project;

(4) Maintain the road after construction;

(5) Pay Four Hundred and Sixty Thousand ($460,000.00) Dollars toward the cost of constructing said road;

The City hereby agrees -

(1) To convey by deed to the Commission the title to the land in the right-of-way and the easement area necessary for the construction and maintenance of said road;

(2) To pay to the Commission the total cost of said road in excess of Four Hundred and Sixty Thousand ($460,000.00) Dollars, said total cost being the amount of the project authorization as established by the Commission after bids are received.

(3) To pay to the Commission the said total cost less Four Hundred and Sixty Thousand ($460,000.00) Dollars when requested to do so by the Commission, it being mutually understood and agreed that said request to pay will not be made until the Commission has expended the Four Hundred and Sixty Thousand ($460,000.00) Dollars for the cost of said road as agreed to herein. And it is further agreed that the final adjustment between the Commission and the City will be made on the basis of actual cost.

The City and the Commission jointly agree -

(1) To make joint application to the Civil Aeronautics Authority or other Federal agency for additional unallocated funds to defray the cost of or part of the cost of said road;

(2) To make such other and further agreements, not inconsistent herewith, that might be necessary or desirable in connection with the obtaining of financial aid from the Federal Government or any agency thereof;

(3) That the right-of-way plats, construction plans, contract, and the award of the contract shall be subject to the approval of the Director of the Department of Aviation.

The parties to this contract further agree that any funds that may be forthcoming from the Civil Aeronautics Authority or other Federal agency for this project shall be prorated between the Commission and the City on the basis of actual expenditures by each governing body for the cost of this project. However, the sum of Sixty-Two Thousand Five Hundred ($62,500.00) Dollars which the City has received or will receive from the Civil Aeronautics Authority from funds not already allocated, shall be used exclusively by the City and shall not be prorated between the Commission and the City as above set forth.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

STATE ROADS COMMISSION OF MARYLAND

TEST:

(Sgd.) C. R. Pease
Secretary

By (Sgd.) Robert W. Reindollar
Robert W. Reindollar, Chairman

MAYOR AND CITY COUNCIL OF BALTIMORE
(SEAL)

TEST:

By (Sgd.) Thomas D'Alesandro, Jr.
Thomas D'Alesandro, Jr., Mayor

(Sgd.) M. Supple
M. Supple, Deputy Treasurer

S.R.C. 2/2/50.

APPROVED:

(Sgd.) W. F. Perkins
W. F. Perkins, Department of Aviation

APPROVED as to form and legal sufficiency

this 1st day of February, 1950.

(Sgd.) Thomas H. Biddison
Thomas H. Biddison, City Solicitor

(Sgd.) Lloyd G. McAllister
Lloyd G. McAllister, Assistant City Solicitor

Approved as to form and legal sufficiency

this 2nd day of Feb., 19 50

(Sgd.) J. D. Buscher
Special Asst. Attorney General."

Bette

Copy: Mr. W. F. Childs, Jr. Mr. W. C. Hopkins Mr. P. A. Morison
Mr. G. S. Rinehart Mr. E. G. Duncan Mr. F. F. Scrivener
Mr. A. F. Dibomenico Mr. Allan Lee Mr. C. L. Wannen
Mr. G. M. Lewis, Jr. Mr. L. W. Kern

EXCERPT FROM MINUTES OF MEETING OF THE STATE ROADS COMMISSION
THURSDAY, FEBRUARY 2, 1950

MD 46
in A.A. Co.

***

Present: Mr. Robert M. Reindollar, Chairman, Senator Joseph W. George and Mr. Russell H. McCain.

Chairman Robert M. Reindollar, for and on behalf of the State Roads Commission of Maryland, executed in triplicate the following agreement:

"THIS AGREEMENT, Made this 2nd day of February, nineteen hundred and fifty, by and between the STATE ROADS COMMISSION OF MARYLAND, hereinafter sometimes referred to as the "Commission", party of the first part, and the CITY OF BALTIMORE, hereinafter sometimes referred to as the "City", party of the second part.

WHEREAS, the Commission and the City have agreed that the Commission will construct approximately 1.08 miles of road to connect the Administration Building of the Friendship International Airport Road with the Baltimore-Washington Expressway under certain conditions, and

WHEREAS, it is deemed desirable that the conditions relating to the construction of said road be set forth in writing.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH, That in consideration of the sum of One Dollar ($1.00) paid by each of the parties hereto to the other and for mutual considerations flowing to each party, the parties hereto agree to the following:

The Commission hereby agrees -

(1) To prepare the right-of-way plats and complete the construction plans for the said road;

(2) To prepare the contract, advertise for bids and award the contract for said road;

(3) Supervise the construction of the project;

(4) Maintain the road after construction;

(5) Pay Four Hundred and Sixty Thousand ($460,000.00) Dollars toward the cost of constructing said road;

The City hereby agrees -

(1) To convey by deed to the Commission the title to the land in the right-of-way and the easement area necessary for the construction and maintenance of said road;

(2) To pay to the Commission the total cost of said road in excess of Four Hundred and Sixty Thousand ($460,000.00) Dollars, said total cost being the amount of the project authorization as established by the Commission after bids are received.

(3) To pay to the Commission the said total cost less Four Hundred and Sixty Thousand ($460,000.00) Dollars when requested to do so by the Commission, it being mutually understood and agreed that said request to pay will not be made until the Commission has expended the Four Hundred and Sixty Thousand ($460,000.00) Dollars for the cost of said road as agreed to herein. And it is further agreed that the final adjustment between the Commission and the City will be made on the basis of actual cost.

The City and the Commission jointly agree -

(1) To make joint application to the Civil Aeronautics Authority or other Federal agency for additional unallocated funds to defray the cost of or part of the cost of said road;

(2) To make such other and further agreements, not inconsistent herewith, that might be necessary or desirable in connection with the obtaining of financial aid from the Federal Government or any agency thereof;

(3) That the right-of-way plats, construction plans, contract, and the award of the contract shall be subject to the approval of the Director of the Department of Aviation.

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IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

STATE ROADS COMMISSION OF MARYLAND

TEST:

(Sgd.) C. K. Pease
Secretary

By (Sgd.) Robert M. Reindollar
Robert M. Reindollar, Chairman

MAYOR AND CITY COUNCIL OF BALTIMORE
(SEAL)

TEST:

By (Sgd.) Thomas D'Alesandro, Jr.
Thomas D'Alesandro, Jr., Mayor

(Sgd.) M. Apple
M. Apple, Deputy Treasurer

SHA 51.3 - 8 Revised
4.83

# MARYLAND STATE HIGHWAY ADMINISTRATION

## ROAD INVENTORY SHEET

Party Chief _____ Road No. _____
Recorder _____ Road Name _____
Assistant _____ County _____
Map No./Dir. _____ / _____ Date _____
State Coordinates _____ Sheet No. _____ OF _____

| SYSTEM | | | | TRAFFIC | | LINE DIAGRAM | TRAFFIC | | | PAVEMENT DATA |
|---|---|---|---|---|---|---|---|---|---|---|
| FED. AID. | FUNCT CLASS. | HWY. SYS. | HPMS SAMPLE | PRKG. REST. | COM/IND. ACCESS | | CONTROL | COM/IND. ACCESS | PRKG. REST. | |

TRAFFIC CODES

TRAFFIC CONTROLS: STOP SIGN=S.S., TRAFFIC LIGHT=T.L., FLASHING RED BALL=F.R.

TRAFFIC CODES

PARKING RESTRICTIONS: A.M. PEAK, P.M. PEAK, A.M./P.M. PEAK, NO PARKING ANYTIME=N.P., COMM/IND. ACCESS=E

| SYSTEM | | | | TRAFFIC | | LINE DIAGRAM | TRAFFIC | | | PAVEMENT DATA |
|---|---|---|---|---|---|---|---|---|---|---|
| FED. AID. | FUNCT. CLASS. | HWY. SYS. | HPMS SAMPLE | PRKG. REST. | COM/IND ACCESS | | CONTROL | COM/IND ACCESS | PRKG. REST. | |