BALTIMORE COUNTY
SRC MINUTES/
SHA MEMORANDA OF
ACTION
1939 - 1964

Patapsco Neck Expwy.

EXCERPT FROM MINUTES OF MEETING OF THE STATE ROADS COMMISSION
WEDNESDAY, AUGUST 5, 1964
* * *

The Commission approved and Chairman-Director Funk executed agreement, in triplicate, dated July 15, 1964, by and between THE PHILADELPHIA, BALTIMORE AND WASHINGTON RAILROAD COMPANY, a body corporate, and THE PENNSYLVANIA RAILROAD COMPANY, also a body corporate, for itself and as lessee of the said The Philadelphia, Baltimore and Washington Railroad Company, parties of the first part, therein called "Railroad", and the State Roads Commission of Maryland, acting for the State of Maryland, party of the second part, therein called "Commission", wherein the parties thereto agree as to their respective aims and obligations in connection with the construction of Patapsco Neck Expressway (Contract B-811-4-420) between Eastern Boulevard and North Point Boulevard, which will cross over the track and right of way of the Railroad's Sparrows Point Spur by means of dual highway bridges at Highway Station 223+80± (Railroad Station 66+03±) and a railroad bridge to allow the southbound lane of Merritt Boulevard to cross under the track and across the right of way at Highway Station 23+85± (Railroad Station 61+48±) near East Point in Baltimore County, Maryland, as more fully set forth therein.

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

Copy: Mr. D. H. Fisher
Mr. L. E. McCarl
Mr. C. A. Goldeisen
Mr. E. C. Chaney (2)
Mr. M. M. Brodsky
Mr. H. G. Downs (4)
Mr. A. L. Grubb (2)
Mr. M. D. Philpot (2)
Mr. W. B. Duckett (2)
Mr. C. S. Linville
Mr. L. C. Moser (2)
Mr. L. W. Carr
Mr. G. N. Lewis, Jr. (8)
Mr. G. W. Cassell
Secretary's File #
SRC-Baltimore County
Contract File B-811-4-420

THIS AGREEMENT, executed in triplicate, made and entered into this 15th day of July, 1964, by and between THE PHILADELPHIA, BALTIMORE AND WASHINGTON RAILROAD COMPANY, a body corporate, and THE PENNSYLVANIA RAILROAD COMPANY, also a body corporate, for itself and as lessee of the said The Philadelphia, Baltimore and Washington Railroad Company, parties of the first part, hereinafter sometimes called "Railroad", and the STATE ROADS COMMISSION OF MARYLAND, acting for the State of Maryland, party of the second part, hereinafter sometimes called "Commission", witnesseth:

WHEREAS, because of the necessity of providing for the constant and increasing growth in the volume of highway traffic and to promote and facilitate safety of such travel, the Commission proposes to construct a new highway to be known as Patapsco Neck Expressway between Eastern Boulevard and North Point Boulevard, and

WHEREAS, the Patapsco Neck Expressway as planned will cross over the track and right of way of the Railroad's Sparrows Point Spur by means of dual highway bridges at Highway Station 223+80± (Railroad Station 66+03±) and a railroad bridge to allow the southbound lane of Merritt Boulevard to cross under the track and across the right of way at Highway Station 23+85± (Railroad Station 61+48±) near Eastpoint, in Baltimore County, Maryland, the aforesaid work being sometimes referred to as the "Project", and

WHEREAS, the Project provides for a new highway facility solely for the improvement of highway traffic services and the benefit to the Railroad from the construction is zero, and

WHEREAS, the parties hereto are desirous of cooperating with each other in accomplishing the proposed Project and to enter into an agreement

to state more fully their respective aims and obligations connected therewith:

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

1. Railroad, insofar as it has a legal right and its present title permits, does hereby grant, subject to the terms, limitations and agreements hereinafter set forth, unto the Commission, the right, liberty and privilege of constructing, establishing, maintaining, and renewing the dual highway bridges and railroad bridge as hereinbefore described, on property of the Railroad, said Project to be paid for by the Commission and as further provided in Section 15 hereof. It is understood and agreed that no open drainage holes shall be constructed in the bridges over the Railroad tracks and roadbed, transmission line or lines, trolley or other wires and structures which will allow water to flow from the bridges on to the Railroad's tracks and roadbed, transmission lines, trolley or other wires and structures; and the Commission shall install, renew, replace and maintain the drainage structures which are to be subject to the approval of the Chief Engineers of the Commission and the Railroad, and no changes or alterations shall be made in the drainage structures to be shown on the detailed plans without the consent of the Railroad, provided, however, that if the drainage structures after the completion of the bridges shall prove to be inadequate to protect the above property and facilities of the Railroad from water flowing thereon either directly or indirectly, such changes shall be made in the drainage structures as shall be mutually agreed upon between the parties hereto, to provide proper and sufficient drains and drainage facilities to carry off all water from the Railroad's property and facilities.

2. Detailed plans and specifications for the Project shall be prepared by the Commission, and identified as Commission's Contract No. B-811-4-420. Said plans and specifications and any subsequent changes

therein shall be subject to the approval (in writing) of both parties to this agreement, to the extent that their respective interests affected thereby.

3. Railroad, insofar as it has the right so to do, hereby grants to the Commission, without monetary consideration, necessary easements for dual highway bridges and railroad bridge on or over the right of way of the Railroad as shown on Commission's Plats Nos. 29183, 29184, and 29185, a print of each being attached hereto and made a part hereof.

This grant is made expressly subject to the reservation of all rights of the Railroad, its successors, and assigns, in and to said lands not inconsistent herewith, including but not being limited to, the right to maintain, enlarge, widen, alter, change, remove, improve, use, operate, repair, renew, and replace its railroad, track or tracks, and all necessary or convenient appurtenances and facilities on, above, under, over, and across the said land and/or bridges and including but not being limited to, the right to construct or place or remove on, above, under, over, and across said land and/or bridges, such and whatever structures as may be necessary or convenient in connection therewith and/or in connection with any changes in motive power and operation which may be hereafter made, including as well but not being limited to, the installation, removal, maintenance, limited to, the installation, removal, maintenance, and use on, above, under, over, and across the said land, and/or bridges, of any train control, communication, and signal lines, or of any other system or systems of operation whatsoever, of trolley, power transmission line or lines, or other wires and lines, conduits and pipes, devices, structures, works, accessories, facilities, and appurtenances of whatsoever kind, nature, or description now used or hereafter to be used in the operation of the Railroad, with all necessary poles, guys, anchors, wires, or other convenient structures, facilities, and appurtenances whatsoever; the right to attach or remove from said bridges or any part thereof or to use the same as a support for such equipment, fixtures, catenary system and the necessary

protective devices, poles, guys, anchors, signals, signal posts, telegraph, telephone, train control, communications and signal lines, or any other system or systems of operation whatsoever, trolley, power transmission line or lines, and other wires and lines, conduits and pipes, devices, structures, works, accessories, facilities, and appurtenances of whatsoever kind, nature, and description now used or hereafter to be used in the operation of the Railroad, and the right to maintain, operate, use, repair, renew, change, or alter the same without charge therefor to the Railroad, and the right to construct and install the same upon, under, or above the said land and bridges and through, on, under, or above the bridges; and remove the same therefrom and maintain, operate, use, repair, renew, change, or alter the same without charge therefor to the Railroad.

4. All work in accordance with the plans and specifications for said project shall be performed by the Commission, the Railroad 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. Railroad's work may be performed by its own forces on a force account basis or by contract (awarded by the Railroad, subject to the approval of the Commission), or by a combination of both, and the Commission shall reimburse the Railroad as provided in Section 15 hereof.

5. When the said land and premises or any part thereof shall cease to be used for the project, the right, liberty, and privilege to use the same and the right of ingress and egress shall immediately cease and terminate as to so much of the said land and premises as shall cease to be so used, with the same force and effect as if these presents have never been made, and the State shall remove, at its own cost and expense, such bridges, piers, abutments, supporting structures, and appurtenances from said land and premises as shall cease to be used and restore said land and premises to their present condition.

6. No explosives of any nature or dangerous materials of any kind shall be used during the construction of the project which shall cause a hazard to Railroad's facilities or trains.

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

8. Each party shall in carrying out its work on the Project provide the necessary engineering and inspection for its respective part of the work and the Commission shall reimburse the Railroad therefor as provided in Section 15 herein. However, the Commission shall have general charge of the engineering on the Project.

9. Any watchmen, flagmen and other protection or devices necessary during the construction period of said Project to protect or safeguard Railroad's traffic, shall be provided by the Railroad, and the Chief Engineer of the Railroad or his authorized representative shall be the sole judge as to the need for such Railroad protection. The Commission shall provide all necessary watchmen and flagmen to protect highway traffic. The Commission shall reimburse the Railroad for Railroad protective services in accordance with Section 15 hereof. It is agreed, however, that the providing of such watchmen, etc., by the Railroad and other precautionary measures taken either by the Railroad or the Commission, 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.

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

with Railroad's trains or other property. The Railroad shall allow to Commission's Contractors the right to reasonable use of Railroad property in the vicinity of said work, with his construction equipment used in the performance of the work contemplated hereunder.

11. Commission shall require its Contractors, upon completion of the work of such Contractors and before final payment is made, to remove from within the limits of the Railroad's land all machinery, 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 Railroad or his authorized representative.

12. Before any work on the Project is commenced, the Commission agrees to require its Contractor to procure the following kinds and amounts of insurance and keep same in full force and effect until all work required for the construction of the Project has been completed and accepted:

INSURANCE

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

Limits not less than $250,000/1,000,000 for Bodily Injury and $250,000/1,000,000 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 sub-contractor, 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 DAMAGE LIABILITY INSURANCE -

Limits not less than $250,000/1,000,000 for Bodily Injury and $250,000/1,000,000 for Property Damage. This policy shall name THE PHILADELPHIA, BALTIMORE AND WASHINGTON RAILROAD COMPANY and THE PENNSYLVANIA RAILROAD COMPANY as "The Insured" to comply with the Standard Uniform Policy for Railroad Protective Liability and Property Damage Liability Insurance developed and adopted in 1958 by the A.A.S.H.O. - A.A.R.

The original of Policy (C) and certificates of (A) and (B) must be furnished to and approved by the Railroad. Contractor will not be permitted on Railroad property until Insurance Policy (s) have been approved. Policies,

Certificates of Insurance, Notice of Cancellation, etc., are to be sent by the Contractor direct to the Engineering Officer of the Railroad. The Contractor and his insurance representative must reconcile all policy requirements to the satisfaction of the Railroad and the Commission's Engineer.

13. (a) Upon completion of the Project, the Railroad shall, at its own cost and expense, repair, renew, and maintain its own roadbed and tracks and all other Railroad appurtenances. The Commission shall, at its own cost and expense, repair, renew and maintain the bridges and highway approaches and appurtenant highway facilities, and shall at all times keep the same in good order and repair and in safe condition; and all such work shall be performed at such times, in such manner and on such terms and conditions as shall be satisfactory to the Chief Engineer of the Railroad, or his authorized representative, and so as not to interfere in any manner with or endanger the movement of trains or traffic upon the tracks of the Railroad and so as to properly safeguard the tracks, trains and other facilities of the Railroad.

(b) In the event, however, the said bridge structures and other highway facilities are damaged by derailment, accidents or collisions due to the use of the Railroad, the Commission shall make the repairs necessary to restore said facilities to their former condition and the Railroad shall reimburse the Commission 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 the use of said highway, the Commission shall make or cause to be made the repairs necessary to restore the aforesaid facilities to their former condition, free of cost to the Railroad.

14. Commission agrees to permit the Railroad, without any charge to the Railroad for said privilege, the right to attach at the expense of the Railroad, to said bridge structures 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 Railroad, provided they do not extend above elevation of bridge deck of highway bridges and

subject to the reasonable regulations and supervision of the Chief Engineer of the Commission.

15. The Commission will reimburse the Railroad monthly for all costs and expenses of any labor, material and equipment which may be required by the Railroad on or in connection with temporary and permanent changes to its pole lines, track and roadbed and temporary track supports, Railroad watchmen and flagmen necessary for protective services, as well as engineering and inspection, only insofar as such expenses and services are caused solely by the construction of this project, and in accordance with Policy and Procedure Memorandum No. 30-3 of the Bureau of Public Roads and amendments thereto, even though, in this instance, Federal funds will not be used to finance the Project.

16. In order to provide a means of emergency access to the Railroad's Sparrows Point Spur Track and the City of Baltimore's Back River Sewage Disposal Plant, the Commission, at its expense, will construct an emergency entrance to the Northbound Lane of the new North Point Boulevard approximately 250 feet East of Patapsco Neck Expressway bridge, as well as a connecting road with the existing City of Baltimore's secondary entrance road to its Sewage Disposal Plant. It is understood and agreed that the said entrance road to the new highway will be used solely by the Railroad and City of Baltimore during emergency use only. The Commission will also install posts and chain across the entrance road, as well as furnish suitable lock and necessary keys to the Railroad and City of Baltimore with the understanding that the chain will be maintained across the road and locked at all times to insure adequate protection.

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

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

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

ATTEST:

FJB

ASSISTANT Secretary

THE PHILADELPHIA, BALTIMORE AND WASHINGTON RAILROAD COMPANY

By

Vice President

ATTEST:

ASST. TO THE Secretary

THE PENNSYLVANIA RAILROAD COMPANY

By

General Manager, ~~Regional Manager~~

Lessee of The Philadelphia, Baltimore and Washington Railroad Company

ATTEST:

Secretary

STATE ROADS COMMISSION OF MARYLAND

By

Chairman and Director of Highways for the State of Maryland

APPROVED:

Chief Engineer - State Roads Commission

Approved as to form and legal sufficiency this 4th day of Aug., 1964.

Special Attorney

COMMONWEALTH OF PENNSYLVANIA)
COUNTY OF MONTGOMERY) ss.:

I HEREBY CERTIFY that on this 16th day of July 1964, before me, the subscriber, a Notary Public of the Commonwealth of Pennsylvania, in and for the County aforesaid, personally appeared DAVID E. SMUCKER, Vice President of THE PHILADELPHIA,

BALTIMORE AND WASHINGTON RAILROAD COMPANY, and acknowledged the aforegoing Agreement to be the corporate act and deed of the said The Philadelphia, Baltimore and Washington Railroad 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, 1965

My Commission Expires

July 2, 1965

STATE OF ~~MARYLAND~~ PENNSYLVANIA)
~~CITY OF BALTIMORE~~) ss.:
COUNTY OF PHILADELPHIA

I HEREBY CERTIFY that on this 15th day of July 1964, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, personally appeared G. C. VAUGHAN, ~~Regional~~ GENERAL 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.

James E. Barton
Notary Public
JAMES E. BARTON
NOTARY PUBLIC
PHILADELPHIA, PHILADELPHIA CO., PA.
MY COMMISSION EXPIRES
JUNE 24, 1966

My Commission Expires

STATE OF MARYLAND)
CITY OF BALTIMORE) ss.:

I HEREBY CERTIFY that on this _____ day of _____ 1964, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, 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

_____

MEMORANDUM OF ACTION OF STATE ROADS COMMISSION OF MARYLAND
BY CHAIRMAN AND DIRECTOR JOHN B. FUNK
MONDAY, MAY 18, 1964
* * *

On recommendation of Chief Engineer Fisher in letter of May 14, 1964, the following final payment was approved, this road to be returned to Baltimore County for maintenance:

Final payment of $32,044.13 for completion of paving of relocated Padonia Road: Md. Route 45 to Interstate Route 83 (including Interchange), 0.998 mile, flexible pavement; rehabilitation of existing York Road (Md. Route 45), 0.307 mile, flexible pavement, our Contract B-787-2-417;FAP#S-SG-0431(3), Harry T. Campbell Sons' Corporation, contractor. The contract for this work was awarded on July 17, 1962 and was completed on November 14, 1963. The total amount of this contract is $655,784.50.

PADONIA RD.

Copy: Mr. D. H. Fisher
Mr. C. A. Goldeisen
Mr. L. E. McCarl
Mr. M. M. Brodsky
Mr. F. P. Scrivener (2)
Mr. H. G. Downs (4)
Mr. G. N. Lewis, Jr. (8)
Mr. L. C. Moser (2)
Mr. A. L. Grubb (2)
Mr. E. K. Lloyd
Mr. E. C. Chaney (2)
Mr. J. Cincibus
Mrs. E. Rossman
Baltimore County, Md. (3)
SRC-Baltimore County
Contract B-787-2-417;FAP#S-SG-0431(3)

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

The Commission approved and Chairman and Director Funk executed duplicate copies of agreement dated April 30, 1964, by and between The Baltimore and Ohio Railroad Company, therein called "Railroad," party of the first part, and the State Roads Commission of Maryland, acting for the State of Maryland, therein called "Commission," party of the second part, covering the construction of Interstate Route 70-N, Howard and Baltimore Counties, near Hollofield, Maryland (Contract B-721-8-423; Ho-305-2-723), wherein the Railroad, insofar as it has the right so to do, grants unto the Commission the right to construct dual highway bridges and approaches over and above the tracks and property of the Railroad, subject to the terms and conditions more fully set forth therein.

Said agreement had been executed previously on the part of the Railroad by J. T. Collinson, Deputy Chief Engineer; approved for execution by Chief Engineer Fisher and as to form and legal sufficiency by Special Attorney Seymour.

Copy: Mr. D. H. Fisher
Mr. C. A. Goldeisen
Mr. L. E. McCarl
Mr. F. P. Scrivener (2)
Mr. M. M. Brodsky
Mr. E. C. Chaney (2)
Mr. T. G. Mohler (2)
Mr. H. G. Downs (4)
Mr. M. D. Philpot (2)
Mr. A. L. Grubb (2)
Mr. H. C. Bowers
Mr. E. K. Lloyd
Mr. W. B. Duckett (2)
Mr. L. C. Moser (2)
Mr. G. N. Lewis, Jr. (8)
Mr. G. W. Cassell
Mr. C. S. Linville
Secretary's File
SRC-Baltimore County
SRC-Howard County
Contract B-721-8-423;Ho-305-2-723

MEMORANDUM OF ACTION OF STATE ROADS COMMISSION OF MARYLAND
BY CHAIRMAN AND DIRECTOR JOHN B. FUNK
MONDAY, APRIL 20, 1964
* * *

Chairman and Director Funk confirmed execution on April 17, 1964, for and on behalf of the Commission, of triplicate copies of agreement dated April 8, 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 Baltimore County, Maryland, a body corporate, party of the second part, therein called the "County," applicable to the following Federal Aid Projects in Baltimore County:

Federal Aid Project No.	Name of Road
US-1353(1)	Ridge Road
US-1356(1)	Reservoir Road

Said agreement stipulates the conditions under which these projects are to be constructed and states that the County shall keep open to traffic and maintain the projects in a satisfactory manner and make ample provisions each year for such maintenance.

This agreement had been executed previously by Baltimore County, Maryland, 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. 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. E. C. Chaney (2)
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)
Baltimore County, Md. (3)
Secretary's File
SRC-Baltimore County

MEMORANDUM OF ACTION OF STATE BLAME COMMISSION TO PARTICIPANTS
AT CONFERENCE AND DIRECTOR SUMMIT, STATE
TODAY, APRIL 20, 1964

* * *

Chairman and Director Ewes conferred executive on April 12, 1964, for and on behalf of the Commission, of reciprocal duties of agreement dated April 2, 1964, by and between the State Blame Commission of Maryland, as by for and on behalf of the State of Maryland, party of the first part, which is called the "Commission" and Baltimore County, Maryland, a body corporate, party of the second part, herein called the "County", applicable to the joint Federal Aid Projects in Baltimore County.

Federal Aid Project No.	Name of Road
[illegible]	[illegible] Road
[illegible]	[illegible] Road

Said agreement stipulates the conditions under which these projects are to be constructed and states that the County shall keep open to traffic and maintain the projects in a satisfactory manner and make ample provisions each year for the maintenance.

This agreement had been executed heretofore by Baltimore County, Maryland, recommended and approved by Chief Engineer Fisher and approved as to form and legal sufficiency by Special Attorney Carpenter.

Copy: Mr. [illegible] Mr. [illegible] (2)
Mr. [illegible] Mr. [illegible] (2)
Mr. [illegible] Mr. [illegible] (2)
Mr. [illegible] Mr. [illegible]
Mr. [illegible] Mr. [illegible]
Mr. [illegible] Mr. [illegible] (2)
Mr. [illegible] Baltimore County, Md. (2)
Mr. [illegible] Secretary's File
Mr. [illegible] Mr. Baltimore County

Copy: Mr. A. S. Gordon (2)
Mr. D. H. Fisher (2)
Mr. R. J. Hajzyk
Mr. W. E. Woodford, Jr.
Mr. L. E. McCarl
Mr. C. A. Goldeisen (2)
Mr. F. P. Scrivener
Mr. L. C. Moser (3)
Mr. G. N. Lewis, Jr. (8)
Mr. M. M. Brodsky
Mr. H. G. Downs (4)
Mr. H. C. Bowers
Mr. E. K. Lloyd
Mr. M. D. Philpot (2)
Mr. A. L. Grubb
Mr. E. D. Reilly
Mr. G. W. Cassell
Mr. R. M. Thompson
Mr. Charles Lee
Mr. J. E. Gerick
Mr. E. C. Chaney (2)
Records & Research Section, R/W Div.
Baltimore County, Md. (3)
Secretary's File #18964
" "
SRC-Baltimore County
SRC-Twelve Year Program

EXCERPT FROM MINUTES OF MEETING OF THE STATE ROADS COMMISSION
MONDAY, FEBRUARY 3, 1964
* * *

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

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

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

NOW, THEREFORE, BE IT RESOLVED:

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

Maryland Route 400, Mt. Wilson Road, a distance of 1.06 miles

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

1. Maryland Route 144, Old Frederick Road, from Ingleside Avenue toward Montrose Avenue, a distance of approximately 0.76 mile B-697-7-441

2. Maryland Route 126, Gwynn Oak Avenue, from Baltimore City line to Clarke Avenue, a distance of approximately 0.3 mile." B-879-1-420

Copy: Mr. A. S. Wilson (2)
Mr. D. H. Ott (2)
Mr. F. L. Ashby
Mr. [illegible] W. Hodgson, Jr.
Mr. L. P. Mercadi
Mr. C. A. Gulbranson (2)
Mr. F. P. Stanton
Mr. L. E. Lane (2)
Mr. D. F. Leale, Jr. (2)
Mr. H. Hughes
Mr. H. O. Young (2)
Mr. H. C. Moore
Mr. E. S. Lloyd
Mr. M. E. Wallace (2)

Mr. A. E. Brown
Mr. E. T. Kelly
Mr. W. A. Cassell
Mr. [illegible] Hodgson
Mr. Owen Tate
Mr. A. M. Cole
Mr. [illegible] (2)
Mr. [illegible]
Jackson Redevelopment Agency, Mr. Riley
Baltimore County Ed. (2)
Baltimore City Schools
Pikesville Community
Non-Profit Housing Program

CHEVERY PARK REDEVELOPMENT CORPORATION OF THE STATE BOARD OF EDUCATION
MONDAY, FEBRUARY 3, 1964

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

"WHEREAS, Section 201 of Article 100 of the Maryland Code, 1957 Edition, as amended, provides that the State Board of Education may, after obtaining and considering with the governing body of any township and the legislative delegation from such township the propriety of constructing or acquiring such construction project, any project erected in the 'Yellow Book' or otherwise approved and placed in the 'Red Book' for a project listed in the 'Green Book,' and upon the written request of a majority of the members of such governing body and the approval of such legislative delegation, constitute a project not included in either the 'Yellow Book' or the 'Green Book' to be included in the 'Yellow Book,' provided any such supplemental provision be within the limitations provided in said Section 201;

"WHEREAS, the Commissioner of the Baltimore County Board of Education has duly notified the Board of Education of Baltimore County of the necessity of the Board of Education of Baltimore County to acquire certain projects in Jurisdiction upon particularly described in the Yellow Book, or otherwise approved and placed in the Red Book, for a project listed in the Green Book;

NOW, THEREFORE, BE IT RESOLVED:

That the State Board of Education of Maryland does hereby delete from the projects presently listed in the 'Yellow Book' the following projects or portions of projects, in Baltimore County:

Original Tenth Ave., Mr. Milton Jones's Residence to Lake Avenue

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

1. Original Tenth Ave., Old Frederick Road, from Pikesville Avenue to Lake Avenue, a distance of approximately 0.75 mile.

2. Varied Junior High, Cross Country Boulevard, from Baltimore City line to Glen Avenue, a distance of approximately 0.4 mile.

RECD DEC 18 1962

COPY

AMERICAN ASSOCIATION OF STATE HIGHWAY OFFICIALS

GENERAL OFFICES
917 NATIONAL PRESS BUILDING
WASHINGTON 4, D. C

December 17, 1962

Mr. Park H. Martin, Mem. AASHO
Secretary of Highways
Department of Highways
North Office Building, State Capitol
Harrisburg, Pennsylvania

Re: Your File O.R. 161-G
Deletion of US Route 111 from
Maryland Line to US Route 22
East of Harrisburg

Dear Mr. Martin:

Enclosed herewith is your copy of the application covering the above referred to deletion of U. S. Route 111 from the U. S. Route Numbering System of the United States, as it effects the State of Pennsylvania.

You will recall that a similar deletion was approved for the Maryland portion of this U. S. Route between the Pennsylvania State line and the southern terminus of U. S. Route 111 in Baltimore some year or so ago. The action taken on December 2, 1962 completes the deletion of this route.

A copy of this letter is going to Mr. John B. Funk, Chairman Director, Maryland State Roads Commission for his department's information.

Yours very truly,

A. E. Johnson
Executive Secretary

JHA:j

Enclosure

cc: Mr. John B. Funk, Chairman Director

MEMORANDUM OF ACTION OF STATE ROADS COMMISSION OF MARYLAND
BY CHAIRMAN AND DIRECTOR JOHN B. FUNK
TUESDAY, SEPTEMBER 25, 1962
***

Chairman and Director Funk executed for and on behalf of the Commission, three agreements, in quadruplicate, dated September 25, 1962, 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 Baltimore County, Maryland, a body corporate, party of the second part, therein called the "County," applicable to the following Federal Aid Projects in Baltimore County:

Federal-Aid Project No.	Name of Road
US-1279 (2)	Clarke Avenue
US-9443 (5)	Joppa Road
US-9696 (3)	Goucher Boulevard

Said agreements stipulate the conditions under which these projects are to be constructed and state that the County shall keep open to traffic and maintain the projects in a satisfactory manner and make ample provisions each year for such maintenance.

These agreements had been executed previously by Baltimore County, 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. E. C. Chaney (2)
Mr. F. P. Scrivener
Mr. G. N. Lewis, Jr. (8)
Mr. W. B. Duckett (2)
Mr. H. G. Downs (4)
Mr. A. L. Grubb (2)
Mr. C. L. Wannen
Mr. H. C. Bowers
Mr. L. C. Moser (2)
Baltimore County, Md. (3)
Secretary's File (3)
SRC-Baltimore County

Balto. Co

MD 148
JOPPA ROAD
FROM LOCH RAVEN BLVD. TO
BELAIR RD.

July 6, 1962

RECEIVED
JUL 9 1962
CHIEF ENGINEER

Exch. of Roads

Mr. John E. Wolf, Chief
Bureau of Highways
Department of Public Works
County Office Building
Towson 4, Maryland

Dear Mr. Wolf:

SEE AGREEMENT DATED 8-30-51 ITEM 7

As you know, the remaining sections of the Beltway were officially opened on Sunday, July 1st. In accordance with the agreement with the County you are to take over east Joppa Road after the Beltway is open to traffic; therefore, the section of east Joppa Road from Loch Raven Boulevard to Belair Road should be included in your system and maintained from now on.

Another agreement was executed this Spring advising that the State Roads Commission was to take over from the County the portion of Dulaney Valley Road from Hampton to Pot Spring Road; therefore, you will have no further maintenance obligation on this portion of Dulaney Valley Road.

I presume your office has copies of these agreements. If there are any questions, do not hesitate to call on me.

Very truly yours,

ORIGINAL
SIGNED BY E. C. CHANEY

E. C. Chaney
District Engineer

ECC:ke

cc: Mr. D. H. Fisher ✓
Mr. G. B. Chaires
Mr. G. N. Lewis, Jr.
Mr. M. C. Volker
Mr. C. E. Caltrider

MEMORANDUM OF ACTION OF STATE ROADS COMMISSION OF MARYLAND
BY CHAIRMAN AND DIRECTOR JOHN B. FUNK
TUESDAY, JUNE 26, 1962
* * *

Chairman and Director Funk executed agreement, in duplicate, dated June 26, 1962, by and between The Baltimore and Ohio Railroad Company, therein called "Railroad," party of the first part, and the State Roads Commission of Maryland, acting for and in behalf of the State of Maryland, therein called "Commission," party of the second part, relative to construction of a new highway to be known as Whitemarsh Boulevard, from the proposed Northeastern Expressway to Pulaski Highway (U. S. Route 40) at White Marsh in Baltimore County, which boulevard will cross over the main line and property of the Railroad by means of dual highway bridges at Highway Station 345+82 (Railroad Station 4353+90), wherein the Railroad, insofar as it has a legal right and its present title permits, grants unto the Commission, subject to the terms, limitations and agreements set forth, the right, liberty and privilege of constructing, establishing, maintaining and renewing the dual highway bridges and approaches as therein described, and quitclaims unto the Commission the necessary easements for these structures, as well as extending the usual operating privileges to the Commission's contractors, in connection with our Contract B-818-1-420, as more fully set forth therein.

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

Copy: Mr. D. H. Fisher
Mr. R. J. Hajzyk
Mr. C. A. Goldeisen
Mr. L. E. McCarl
Mr. E. C. Chaney (2)
Mr. C. L. Wannen
Mr. H. G. Downs (4)
Mr. M. D. Philpot (2)
Mr. H. C. Bowers
Mr. A. L. Grubb (2)
Mr. W. E. Woodford, Jr.
Mr. C. S. Linville
Mr. L. C. Moser (2)
Mr. G. N. Lewis, Jr. (8)
Mr. G. W. Cassell
Secretary's File
SRC-Baltimore County
Contract B-818-1-420

THIS AGREEMENT, made and entered into this 26th day of June, 1962, by and between THE BALTIMORE AND OHIO RAILROAD COMPANY, hereinafter called "Railroad", party of the first part, and the STATE ROADS COMMISSION OF MARYLAND, acting for and in behalf of the State of Maryland, hereinafter called "Commission", party of the second part, witnesseth:

WHEREAS, the Commission proposes to construct a new highway to be known as "Whitemarsh Boulevard" from the proposed Northeastern Expressway to Pulaski Highway (U. S. Route 40) in Baltimore County at Whitemarsh, Maryland, and

WHEREAS, Whitemarsh Boulevard, as planned, will cross over the mainline and property of the Railroad by means of dual highway bridges at Highway Station 345+82 (Railroad Station 4353+90), the aforesaid work being sometimes referred to as the "Project", and

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

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

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

1. Railroad insofar as it has a legal right and its present title permits, does hereby grant, subject to the terms, limitations and agreements hereinafter set forth, unto the Commission, the right, liberty and privilege of constructing, establishing, maintaining and renewing the dual highway bridges and approaches as hereinbefore described, over and

above the track and property of the Railroad, said Project to be paid for by the Commission and as further provided in Section 13 hereof.

2. Detailed plans and specifications for the Project shall be prepared by the Commission, and identified as Commission's Contract No. B-818-2-420. Said plans and specifications and any subsequent changes therein shall be subject to the approval (in writing) of both parties to this agreement, to the extent that their respective interests are affected thereby. In addition, and where necessary, said plans and specifications shall be subject to Federal approval.

3. Railroad, insofar as it has the right so to do, hereby quitclaims to the Commission, without monetary consideration, necessary easement for the dual highway bridges on or over the property and track of Railroad as shown on Commission's Plat No. 25987, and slope easement for Ramp "M" Connection as shown on Commission's Plat No. 25991, prints of which are attached hereto and made a part hereof; the Railroad, for itself, its successors, assigns and licensees, reserving all rights, including but not limited to those which it now deems, or from time to time may deem, desirable or necessary for its various operations, or the operations of others, as they now are or may lawfully be engaged in from time to time, and in order to be enabled to construct, reconstruct, relocate, operate, maintain, repair, renew and remove such of its facilities as now are, or such additional facilities, either its own or those of others, of whatever type as in the future Railroad, its successors and assigns, may deem desirable or necessary to be located in, upon, over, under or across the land involved, so long as such use and occupancy do not interfere with the land's use for highway purposes as contemplated herein.

4. All work in accordance with the plans and specifications for said Project shall be performed by the Commission, the Railroad 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. Railroad's work may be performed by its own forces on a force account basis or by contract

(awarded by the Railroad, subject to the approval of the Commission), or by a combination of both, and the Commission shall reimburse the Railroad as provided in Section 13 hereof.

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

6. Each party shall in carrying out its work on the Project provide the necessary engineering and inspection for its respective part of the work and the Commission shall reimburse the Railroad therefor as provided in Section 13 herein. However, the Commission shall have general charge of the engineering on the Project.

7. Any watchmen, flagmen and other protection or devices, necessary during the construction period of said Project to protect or safeguard Railroad's traffic, shall be provided by the Railroad, and the Chief Engineer of the Railroad or his authorized representative shall be the sole judge as to the need for such Railroad protection. The Commission shall provide all necessary watchmen and flagmen to protect highway traffic. The Commission shall reimburse the Railroad for Railroad protective services in accordance with Section 13 hereof. It is agreed, however, that the providing of such watchmen, etc., by the Railroad and other precautionary measures taken either by the Railroad or the Commission, 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.

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

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

9. Commission shall require its Contractors, upon completion of the work of such Contractors and before final payment is made, to remove from within the limits of the Railroad's land all machinery, 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 Railroad or his authorized representative.

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

11. Upon completion of said Project, the Railroad shall at its own cost and expense, repair and maintain its roadbed and tracks. The Commission shall, at its own cost and expense, repair, renew and maintain the overhead structures and approaches to said dual bridge structures, and all other highway facilities.

In the event the said bridge structures and approaches and other highway facilities are damaged by derailment, accidents or collisions due to negligence of the Railroad, the Commission shall make the repairs necessary to restore said facilities to their former condition and the Railroad shall reimburse the Commission 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 Commission shall at its own cost and expense make the repairs necessary to restore the aforesaid facilities to their former condition, free of cost to the Railroad.

12. Commission agrees to permit the Railroad, without any charge to the Railroad for said privilege, the right to attach at the expense of the Railroad, to said dual bridge structures 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 Railroad, subject to the reasonable regulations and supervision of the Chief Engineer of the Commission.

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

14. The work provided for in this agreement shall be commenced by the parties within thirty (30) days from the date on which the Commission notifies the Railroad that this agreement is effective. Federal approval if required for the Project, and all funds necessary therefor on the part of the Commission have been properly certified and made available and such work shall be completed within a reasonable time thereafter. Preparation of plans or buying and assembling of materials shall be construed as compliance with the foregoing thirty (30) day provision. Except as otherwise provided herein, neither this paragraph nor any other provision of this agreement shall be construed as being for the benefit of the highway contractor or any other third person, and the Commission shall insert in its agreement with the highway contractor a provision to that effect.

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

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

ATTEST:

Secretary

THE BALTIMORE AND OHIO RAILROAD COMPANY

By-

Vice President

ATTEST:

Secretary

STATE ROADS COMMISSION OF MARYLAND

By-

Chairman and Director of Highways for the State of Maryland

APPROVED:

Chief Engineer-State Roads Commission

Approved as to form and legal sufficiency this 25 day of June, 1962.

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

STATE OF MARYLAND)
CITY OF BALTIMORE) ss.:

I HEREBY CERTIFY that on this 18th day of June, 1961, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City, personally appeared C. E. Bertram, Vice President, of THE BALTIMORE AND OHIO RAILROAD COMPANY, and acknowledged the aforegoing agreement to be the corporate act and deed of the said The Baltimore and Ohio Railroad Company.

AS WITNESS my hand and Notarial Seal.

Francis A. Blanchard
Notary Public

My Commission Expires

May 6, 1963

STATE OF MARYLAND)
CITY OF BALTIMORE) ss.:

I HEREBY CERTIFY that on this 26 day of June, 1962, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City, personally appeared John B. Funk, Chairman and Director of Highways, 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.

Harry A. Frank
Notary Public

My Commission Expires

May 6, 1963

MEMORANDUM OF ACTION OF STATE ROADS COMMISSION OF MARYLAND
BY CHAIRMAN AND DIRECTOR JOHN B. FUNK
MONDAY, APRIL 23, 1962
***

Chairman and Director Funk executed agreement, in triplicate, dated April 23, 1962, by and between Baltimore County, Maryland, a body corporate and politic, acting through its County Executive, therein called "County," party of the first part, and the State Roads Commission of Maryland, acting for and on behalf of the State of Maryland, therein called the "Commission," party of the second part, wherein the parties thereto agree as to their respective obligations and responsibilities relative to the relocation of County-owned utilities, sewer, water and storm drain facilities required to be removed, abandoned, relocated or reconstructed, in connection with the construction of the Jones Falls Expressway, Interstate Route 83, and Falls Road Relocated, Contract Number B-750-1-2-4-423, as more fully and specifically set forth therein.

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

Copy: Mr. A. S. Gordon (2)
Mr. D. H. Fisher
Mr. W. E. Woodford, Jr.
Mr. R. J. Hajzyk
Mr. C. A. Goldeisen
Mr. G. B. Chaires
Mr. F. P. Scrivener
Mr. L. E. McCarl
Mr. L. C. Moser (3)
Mr. G. N. Lewis, Jr. (8)
Mr. C. L. Wannen
Mr. H. G. Downs (4)
Mr. A. L. Grubb (2)
Contract B-750-1-2-4-423 (3)
Mr. G. W. Cassell
Mr. E. C. Chaney (2)
Mr. W. A. Friend
Mr. E. K. Lloyd (2)
Mr. H. C. Bowers
Mr. F. V. Dreyer
Mr. Charles Lee
Mr. M. D. Philpot (2)
Mr. J. E. Gerick
Record & Research Section, R/W Div.
Baltimore County, Md. (3)
Secretary's File
SRC-Baltimore County

1 Pl.

MEMORANDUM OF ACTION OF STATE ROADS COMMISSION OF MARYLAND
BY CHAIRMAN AND DIRECTOR JOHN B. FUNK
TUESDAY, MAY 15, 1962
* * *

Chairman and Director Funk executed agreement, in triplicate, dated May 15, 1962, by and between Baltimore County, Maryland, a body corporate and politic, acting through its County Executive, therein called "County," party of the first part, and the State Roads Commission of Maryland, acting for and on behalf of the State of Maryland, therein called the "Commission," party of the second part, wherein the parties thereto agree with respect to transfer by the County to the Commission of all its right, title and interest in and to the portions of Cowenton Avenue, Joppa Road, New Forge Road, Winkler Road, Palomino Street, Gaylord Street, Bush Street, Bush-Bangert Service Road, Bangert Street, Forge Road, Raphel Road, Pfeffers Road, Bradshaw Road and Reynolds Road described in "Exhibit A," attached thereto, and the relocations and alterations required to be made to such roads, streets or avenues, in connection with the construction of the Northeastern Expressway, Contract No. NE-103, as more fully set forth therein. The said agreement had previously been executed by the County, recommended for approval by Chief Engineer Fisher and approved as to form and legal sufficiency by Special Attorney Seymour.

Copy: Mr. R. E. Jones (2)
Mr. L. C. Moser (2)
Mr. C. L. Wannen
Mr. G. W. Cassell
J. E. Greiner Company
Secretary's File
N.E. Expressway-Binder
Contract NE-103

THIS AGREEMENT, made this 15th day of July 1962, by and between Baltimore County, Maryland a body corporate and politic acting through its County Executive, hereinafter called "County", party of the first part, and the State Roads Commission of Maryland, acting for and on behalf of the State of Maryland, hereinafter called the "Commission", party of the second part.

WHEREAS, the Commission is in the process of constructing a certain highway known as the Northeastern Expressway, Contract number NE-103 and deems it necessary to take possession of and obstruct or relocate certain portions of the County roads, streets or avenues or alter or adjust as necessary those so noted, all as listed in the attachment titled "Exhibit A", and;

WHEREAS, the County as a matter of public convenience and in order to best serve the needs of the traveling public, deems it necessary to require the Commission to relocate and/or alter said County roads, streets or avenues in such manner as may be mutually agreed upon and in pursuance thereof is agreeable to transferring said roads, streets or avenues or portions thereof, to the Commission, as hereinafter more particularly set forth.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH, that in consideration for the sum of one dollar ($1.00) each to the other paid, receipt of which is hereby acknowledged and the mutual benefits enuring to both, the parties hereto do mutually agree as follows:

I

The County hereby transfers to the State of Maryland, to the use of the State Roads Commission of Maryland, all of its right, title and interest in and to that portion of the county roads, streets or avenues, including paper streets, as described in "Exhibit A", attached hereto and made a part hereof, including that portion within the outermost right of way, right of way of through highway, easement, right of way and coincidental existing right of way lines, as shown and indicated on "State Roads Commission of Maryland" plats duly recorded or intended to be

recorded among the Land Records of Baltimore County, references to which are attached hereto as part hereof titled "Exhibit B". Unless previously transferred by separate agreement between the parties hereto, it is understood and agreed, that the effective date of transfer of title to the several roads, streets and avenues involved shall be the date on which "notice" is given a contractor "to proceed" with actual construction of a particular section of the Expressway, at which time title to the roads, streets and avenues affected by the construction of that particular section shall pass from Baltimore County to the State Roads Commission. It is agreed that the mileage of roads involved in this transfer will be excluded from the inventory as of December 1 following the effective date of transfer and that the basis for the allocation of funds will exclude such county mileage in the allocation to Baltimore County as of the following July 1. Copies of such "notices to proceed" as issued, shall be furnished the Department of Public Works of Baltimore County.

II

That the County hereby approves the Commission's construction plans which provide for the closing, alteration, and/or relocation of said roads, streets and avenues as shown on "State Roads Commission of Maryland" Construction Drawings as submitted to the County and as advertised, copies of which are to be filed with the Department of Public Works.

III

That, if, by the obstruction, alteration and relocation of said County roads, streets or avenues any private vested rights of any owners of lands abutting upon said County roads, streets or avenues or lying in the vicinity thereof, are invaded so as to entitle such owners to legal compensation under the laws of the State of Maryland, and if the County is required by law to pay just compensation to such abutting owners, the Commission agrees to reimburse and indemnify the County for such payment. Such payment shall include court costs, appraisers fees, and other expenses directly incurred by the County, however, the Commission shall not be liable to pay any cost or loss occasioned by the negligence of the County, its agents and employees.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year aforesaid.

ATTEST:

BALTIMORE COUNTY, MARYLAND

By _____
Acting County Executive MAY 3 1962

Date: 4/18/62 Roads Engineer

Director, Department of Public Works

Approved as to form and legal sufficiency:

County Solicitor

APPROVED
BALTIMORE COUNTY EXECUTIVE BOARD
MAY 3 1962

ATTEST:

Secretary

STATE ROADS COMMISSION OF MARYLAND

By _____
Chairman & Director of Highways

Recommended for Approval:

5/10/62
Date: Chief Engineer

Approved as to form and legal sufficiency:

Special Attorney

STATE OF MARYLAND, CITY OF BALTIMORE, To Wit:

I HEREBY CERTIFY, that on this 15th day of MAY in the year 1962, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared John B. Funk, Chairman and Director of Highways for the State of Maryland and acknowledged the foregoing Agreement 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

Notary Public

My Commission expires 5-6-63

STATE OF MARYLAND, COUNTY OF BALTIMORE, To Wit:

I HEREBY CERTIFY, that on this 3 day of May in the year 1962, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared ~~Christian H. Kahl~~, County Executive for Baltimore County, Maryland, and acknowledged the foregoing Agreement to be the act of the County of Baltimore, State 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

Notary Public

My Commission expires May 6, 1963

Exhibit A

Name of Street, Road or Avenue	Election District
1. Cowenton Avenue (Covered by Agreement between S.R.C. and Balto. Co. executed July 3, 1958)	11
2. Joppa Road	11
3. New Forge Road	11
4. Winkler Road	11
5. Palomino Street	11
6. Gaylord Street	11
7. Bush Street	11
8. Bush-Bangert Service Road	11
9. Bangert Street	11
10. Forge Road	11
11. Raphel Road	11
12. Pfeffers Road	11
13. Bradshaw Road	11
14. Reynolds Road	11

Exhibit A

1. Cowenton Avenue CO 4033 (INV 10-23-70)

Cowenton Avenue will be closed within the right-of-way of the Expressway and a relocation of Cowenton Avenue will be constructed over a structure over the Expressway. This is the subject of a previous agreement between the Commission and the County dated July 3, 1958.

2. Joppa Road CO 4021

Joppa Road will be closed within the right-of-way of the Expressway. T-type turnarounds will be provided at the points of severence. A relocation of Joppa Road will be constructed approximately 1,650 feet long over a structure over the Expressway.

3. New Forge Road CO 6112 (76-82 76-81

New Forge Road will be constructed from a junction with Winkler Road for a distance of approximately 1,580 feet over a structure over the Expressway to Old Philadelphia Road.

4. Winkler Road CO 3965 (76-81)

Winkler Road will be constructed from its present terminus at Palomino Street southerly to a junction with New Forge Road a distance of approximately 620 feet.

5. Palomino Street NOT BUILT

Palomino Street will be constructed on a new right-of-way northeasterly from the end of the present improved road to a junction with Gaylord Street extended.

6. Gaylord Street NOT BUILT

Gaylord Street will be constructed from its present terminus at Bush Street southwesterly approximately 150 feet to a junction with relocated Palomino Street.

7. Bush Street 3967 ?

Approximately 545 feet of Bush Street will be closed beginning at its junction with Gaylord Street and extending easterly for that distance.

 At Closing Only

8. Bush-Bangert Service Road MAY BE GAYLORD CO3907

Bush-Bangert Service Road will be constructed from the easterly end of the closed portion of Bush Street northerly to a connection with the easterly end of the closed portion of Bangert Street.

9. Bangert Street CO3924 ? Pb Closing

Approximately 545 feet of Bangert Street will be closed beginning at its junction with Gaylord Street and extending that distance easterly to a junction with Bush-Bangert Service Road.

10. Forge Road 3903

Forge Road will be closed within the right-of-way of the Expressway. A T turnaround will be provided on the easterly side of the right-of-way.

11. Raphel Road 3940

Raphel Road will be re-graded along its existing horizontal alignment for approximately 1,400 feet over a structure over the Expressway.

12. Pfeffers Road 3938 + ~~3934~~

Pfeffers Road will be closed within the right-of-way of the Expressway and for a distance of approximately 585 feet south of the right-of-way and will be relocated from the latter point along the southeast side of the Expressway right-of-way to a junction with Bradshaw Road. A T-type turnaround will be provided on the northwestern side of the Expressway right-of-way.

13. Bradshaw Road 3927

Bradshaw Road will be re-graded on approximately its present horizontal alignment for a distance of approximately 1,300 feet over a structure over the Expressway.

14. Reynolds Road 3922 3926

Reynolds Road will be closed within the Expressway right-of-way and for a distance of approximately 150 feet west of the right-of-way from

which latter point it will be relocated along the northwest side of the Expressway right-of-way southwesterly to a junction with Bradshaw Road. A t-type turnaround will be provided on the southeast side of the Expressway right-of-way.

MEMORANDUM OF ACTION OF STATE ROADS COMMISSION OF MARYLAND
BY CHAIRMAN AND DIRECTOR JOHN B. FUNK
TUESDAY, MAY 1, 1962
* * *

Chairman and Director Funk executed agreement, in duplicate, dated March 29, 1962, by and between Baltimore County, Maryland, a body corporate and politic, acting through its County Executive, therein called "County," party of the first part, and the State Roads Commission of Maryland, acting for and on behalf of the State of Maryland, therein called "Commission," party of the second part, wherein the parties thereto agree with respect to the transfer by the County to the Commission of all its right, title and interest in and to that portion of the County roads described in "Exhibit A," attached thereto, and the relocations and alterations required to be made to such roads, in connection with the construction of the Northeastern Expressway, Interstate Route 95, Contract Nos. B-682-7/14/15/16/17-420; B-818-1-420, as more fully set forth therein. The said agreement had previously been executed by the County, 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. C. L. Wannen
Mr. L. C. Moser (2)
Mr. G. W. Cassell
Secretary's File
Contracts B-682-7/14/15/16/17-420;
B-818-1-420
SRC-Baltimore County

Cc:: Mr. L. E. Mahon
Mr. G. E. Carter
Mr. C. L. Vonder
Mr. L. L. Moser (2)
Mr. D. W. Gassell
Secretary's File
Contracts E-6-07/1A/1/2/3/4 (17-20)
E-811-1-320
Mr. Hillsdale Dowty

THIS AGREEMENT, made this 29th day of March, 1962 by and between Baltimore County, Maryland, a body corporate and politic acting through its County Executive, hereinafter called "County", a party of the first part, and the State Roads Commission of Maryland, acting for and on behalf of the State of Maryland, hereinafter called the "Commission", party of the second part.

WHEREAS, the Commission is in the process of constructing a certain Interstate highway known as the J.F.K. MEMORIAL HWY. Northeastern Expressway, Interstate Route 95, Contract numbers B-682-7-14-15-16-17-420, B-818-1-420 and deems it necessary to take possession of and obstruct or relocate certain portions of the County roads, or alter or adjust as necessary those so noted, all as listed in the attachment titled "Exhibit A", and;

WHEREAS, the County as a matter of public convenience and in order to best serve the needs of the traveling public deems it necessary to require the Commission to relocate and/or alter said County roads in such manner as may be mutually agreed upon, and in pursuance thereof is agreeable to transferring said roads or portions thereof to the Commission, as hereinafter more particularly set forth.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH, that in consideration for the sum of one dollar ($1.00) each to the other paid, receipt of which is hereby acknowledged and the mutual benefits enuring to both, the parties hereto do mutually agree as follows:

I

The County hereby transfers to the State of Maryland, to the use of the State Roads Commission of Maryland, all of its right, title and interest in and to that portion of the County Roads, as described in "Exhibit A" attached hereto and made a part hereof, including that portion within the outermost right-of-way of through highway, easement, right-of-way and coincidental existing right-of-way lines, as shown and indicated on "State Roads Commission of Maryland" plats duly recorded or intended to be recorded among the Land Records of Baltimore County, references to which roads are attached hereto as part hereof titled "Exhibit A". Unless previously transferred by separate agreement between

the parties hereto, it is understood and agreed that the effective date of transfer of title to the several roads, streets and avenues involved shall be the date on which "notice" is given a contractor "to proceed" with actual construction of a particular section of the Northeastern J.F.K. Memorial Expressway, at which time title to the roads, streets and avenues affected by the construction of that particular section shall pass from Baltimore County to the State Roads Commission. Copies of such "notices to proceed" as issued shall be furnished the Department of Public Works of Baltimore County. The sections of county roads, streets or avenues utilized or appropriated for construction purposes, the same shall be excluded from the inventory as of December 1, following the effective date of transfer and the basis for allocations of funds will exclude such county mileage in the allocation to Baltimore County as of the following July 1. The transfer of said roads is made on an "As-Is-Basis", which pertains to the existing conditions of the roads or portions of roads involved and includes all appurtenances appertaining thereto.

II

That the County hereby approves the Commission's construction plans which provide for the closing, alteration, and/or relocation of said roads, streets and avenues as shown on "State Roads Commission of Maryland" Construction Drawings as submitted to the County, and as advertised, copies of which are to be filed with the Department of Public Works.

III

That if, by the obstruction, alteration and relocation of said County roads, streets or avenues, any private vested rights of any owners of lands abutting upon said County roads, streets or avenues or laying in the vicinity thereof are invaded so as to entitle such owners to legal compensation under the laws of the State of Maryland, and if the County is required by law to pay just compensation to such abutting owners, the Commission agrees to reimburse and indemnify the County for such payment. Such payment shall include court costs, appraisers fees, and other expenses directly incurred by the County, however, the Commission shall not be liable to pay any cost or loss occasioned by the negligence of the County, it agents and employees.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year aforesaid.

ATTEST:

William J. Dressayer
Secretary

BALTIMORE COUNTY, MARYLAND

By
acting County Executive

MAR 29 1962

3/27/62 Albert B. Kaltenbach
Date: ~~Roads Engineer~~
Director, Department of Public Works

Approved as to form and legal sufficiency:

James D. Nolan
County Solicitor

ATTEST:

Secretary

STATE ROADS COMMISSION OF MARYLAND

By
Chairman and Director of Highways

MAY 1 1962

Recommended for Approval:

5/1/62
Date: Chief Engineer

Approved as to form and legal sufficiency:

Special Attorney

STATE OF MARYLAND, CITY OF BALTIMORE, To Wit:

I HEREBY CERTIFY, that on this 1st day of MAY in the year 1962, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared John B. Funk, Chairman and Director of Highways for the State of Maryland and acknowledged the foregoing Agreement 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

Harry G. Stonk
Notary Public

My Commission expires May 6, 1963

STATE OF MARYLAND, COUNTY OF BALTIMORE, To Wit:

I HEREBY CERTIFY, that on this 29 day of March in the year 1962, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared ~~Christian H. Kahl~~ William E. Fornoff, acting County Executive for Baltimore County, Maryland, and acknowledged the foregoing Agreement to be the act of the County of Baltimore, State 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

Alice D. Fringer
Notary Public

My Commission expires May 6, 1963

Exhibit A

Name of Street, Road or Avenue	Election District
1. Trumps Mill Road	14
2. Ridge Road Relocated	14
3. Ridge Road	14
4. King Avenue	14
5. Silver Spring Road	11

1. Trumps Mill Road

See Agreement dated April 21, 1961, between the County and the Commission on Contract B-635-6-7-9-13-14-15-16-17-18-29-93-420 for description of closing of portion of Trumps Mill Road severed by Baltimore Beltway. 937' of Trumps Mill Road will be severed beginning at a point 270' southeasterly from the centerline intersection of Gum Spring Road with Trumps Mill Road. A reconstructed entrance will terminate Trumps Mill Road at this point, and a turn-a-round and a barricade will be constructed at point of severance on the southeasterly side of the Northeastern Expressway.

2. Ridge Road Relocated

A grade separation structure will be provided at Ridge Road Relocated, a County road, along with the approaches thereto in minimum length compatible with acceptable design. The grade separation structure and approaches will be constructed at the sole expense of the Commission. Maintenance of the structure, except bridge deck wearing surface, will be by the Commission. Maintenance of approaches including bridge deck wearing course to be by County.

3. Ridge Road

Northeastern Expressway has severed the existing Ridge Road at Station 106+ of the Northeastern Expressway. Turn-a-round will be constructed at Station 14+ on Ridge Road 245' south of centerline of mainline and another turn-a-round will be constructed at Station 8+ Ridge Road 260' north of centerline of mainline. Beam type barricades are provided at the points of severance.

4. King Avenue

A grade separation structure will be provided at King Avenue, a County Road, along with the approaches thereto in minimum length compatible with acceptable design. The grade separation structure and approaches will be constructed at the sole expense of the Commission. Maintenance of the structure, except bridge deck wearing surface, will be by the Commission. Maintenance of approaches including bridge deck wearing course to be by County.

5. Silver Spring Road

412' of Silver Spring Road will be severed, 200' west of centerline of mainline at Station 253+18 of Northeastern Expressway (J.F.K. MEMORIAL HWY) and from this point easterly said distance. Turn-a-rounds will be constructed at location of severance on Silver Spring Road on each side of Northeastern Expressway. Barricades will be provided at points of severance. Silver Spring Road will be connected to Whitemarsh Expressway by the construction of a roadway 2200' in length from an intersection 3550' west of the western severance location described above. The construction of said construction will be at the expense of the Commission.

Copy: Mr. A. S. Gordon (2)
Mr. D. H. Fisher
Mr. W. E. Woodford, Jr.
Mr. R. J. Hajzyk
Mr. C. A. Goldeisen
Mr. G. B. Chaires
Mr. F. P. Scrivener
Mr. L. E. McCarl
Mr. L. C. Moser (3)
Mr. G. N. Lewis, Jr. (8)
Mr. C. L. Wannen
Mr. H. G. Downs (4)
Mr. A. L. Grubb (2)
Mr. E. C. Chaney (2)
Mr. W. A. Friend
Mr. E. K. Lloyd (2)
Mr. H. C. Bowers
Mr. F. V. Dreyer
Mr. Charles Lee
Mr. M. D. Philpot (2)
Mr. J. E. Gerick
Record & Research Section, R/W Div.
Baltimore County, Md. (3)
Secretary's File
SRC-Baltimore County
Contract B-750-1-2-4-423 (4)

MEMORANDUM OF ACTION OF STATE ROADS COMMISSION OF MARYLAND
BY CHAIRMAN AND DIRECTOR JOHN B. FUNK
THURSDAY, MARCH 15, 1962
***

Chairman and Director Funk executed agreement, in triplicate, dated March 15, 1962, by and between Baltimore County, Maryland, a body corporate and politic acting through its County Executive, therein called "County," party of the first part, and the State Roads Commission of Maryland, acting for and on behalf of the State of Maryland, therein called the "Commission," party of the second part, wherein the County transfers to the State of Maryland, to the use of the State Roads Commission of Maryland, all of its right, title and interest in and to that portion of the county roads, streets or avenues, including paper streets, as described in "Exhibit A," attached thereto and made a part thereof (Old Pimlico Road, Old Court Road and Service Road, Joppa Road - West Tie-in to Falls Road -Md. Route 25), including that portion within the outermost right of way, right of way of through highway, easement, right of way and coincidental existing right of way lines, as shown and indicated on "State Roads Commission of Maryland" plats duly recorded or intended to be recorded among the Land Records of Baltimore County, references to which are attached thereto as part thereof title "Exhibit B," all in connection with construction by the Commission of a certain Interstate highway known as the Jones Falls Expressway, Interstate Route 83 and Falls Road Relocated, Contract Numbers B-750-1-2-4-423, and the County approves the Commission's construction plans which provide for the closing, alteration, and/or relocation of said roads, streets and avenues as shown on "State Roads Commission of Maryland" Construction Drawings as submitted to the County, as advertised, copies of which are to be filed with the Department of Public Works.

In said agreement, the Commission agrees to reimburse and indemnify the County for such legal compensation the County is required by law to pay such abutting owners whose rights are invaded by the obstruction, alteration and relocation of said County roads, streets or avenues, as stipulated in Section III, and that as each Contract on the Jones Falls Expressway and Falls Road Relocated project is completed further agreements will be executed with the County covering such additional plats and title information as may be necessary to supplement the data shown by Exhibit "B" referred to therein, as stipulated in Section IV.

Said agreement had previously been executed on the part of Baltimore County, Maryland by County Executive Christian H. Kahl and Director of Public Works Albert B. Kaltenbach, approved by the Baltimore County Executive Board March 8, 1962, recommended for approval by Chief Engineer Fisher, and approved as to form and legal sufficiency by County Solicitor James D. Nolan and Special Attorney C. C. Seymour.

THIS AGREEMENT, made this 15th day of December, 1962, by and between Baltimore County, Maryland a body corporate and politic acting through its County Executive, hereinafter called "County", party of the first part, and the State Roads Commission of Maryland, acting for and on behalf of the State of Maryland, hereinafter called the "Commission", party of the second part.

WHEREAS, the Commission is in the process of constructing a certain Interstate highway known as the Jones Falls Expressway, Interstate Route 83 and Falls Road Relocated, Contract numbers B-750-1-2-4-423, and deems it necessary to take possession of and obstruct or relocate certain portions of the County roads, streets or avenues or alter or adjust as necessary those so noted, all as listed in the attachment titled "Exhibit A", and;

WHEREAS, the County as a matter of public convenience and in order to best serve the needs of the traveling public, deems it necessary to require the Commission to relocate and/or alter said County roads, streets or avenues in such manner as may be mutually agreed upon and in pursuance thereof is agreeable to transferring said roads, streets or avenues or portions thereof, to the Commission, as hereinafter more particularly set forth.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH, that in consideration for the sum of one dollar ($1.00) each to the other paid, receipt of which is hereby acknowledged and the mutual benefits enuring to both, the parties hereto do mutually agree as follows:

I

The County hereby transfers to the State of Maryland, to the use of the State Roads Commission of Maryland, all of its right, title and interest in and to that portion of the county roads, streets or avenues, including paper streets, as described in "Exhibit A", attached hereto and made a part hereof, including that portion within the outermost right of way, right of way of through highway, easement, right of way and coincidental existing right of way lines, as shown and indicated on "State

Roads Commission of Maryland" plats duly recorded or intended to be recorded among the Land Records of Baltimore County, references to which are attached hereto as part hereof title "Exhibit B". Unless previously transferred by separate agreement between the parties hereto, it is understood and agreed, that the effective date of transfer of title to the several roads, streets and avenues involved shall be the date on which "notice" is given a contractor "to proceed" with actual construction of a particular section of the Jones Falls Expressway and Falls Road Relocated, at which time title to the roads, streets and avenues affected by the construction of that particular section shall pass from Baltimore County to the State Roads Commission. Copies of such "notices to proceed" as issued, shall be furnished the Department of Public Works of Baltimore County.

II

That the County hereby approves the Commission's construction plans which provide for the closing, alteration, and/or relocation of said roads, streets and avenues as shown on "State Roads Commission of Maryland" Construction Drawings as submitted to the County, as advertised, copies of which are to be filed with the Department of Public Works.

III

That, if, by the obstruction, alteration and relocation of said County roads, streets or avenues any private vested rights of any owners of lands abutting upon said County roads, streets or avenues or lying in the vicinity thereof, are invaded so as to entitle such owners to legal compensation under the laws of the State of Maryland, and if the County is required by law to pay just compensation to such abutting owners, the County shall prepare the necessary appraisals covering said compensation to such abutting owners. The County appraisals then must have the prior approval of the Commission before the Commission agrees to reimburse and indemnify the County for such payment. Such payment shall include court costs, appraisers fees, and other expenses directly incurred by the County, however, the Commission shall not be liable to pay any cost or loss occasioned by the negligence of the County, its agents and employees.

IV

The Commission agrees that as each Contract on the Jones Falls Expressway and Falls Road Relocated project is completed further agreements will be executed with the County covering such additional plats and title information as may be necessary to supplement the data shown by Exhibit "B", above referred to.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year aforesaid.

ATTEST:

Robert S. Kroll Jr.
Secretary

BALTIMORE COUNTY, MARYLAND

By Christian H. Kahl
County Executive

2/20/62 Albert H. Rothenhoel
Date: Roads Engineer
Director of Public Works

Approved as to form and legal sufficiency

James D. Nolan
County Solicitor

APPROVED
BALTIMORE COUNTY EXECUTIVE BOARD
MAR 8 1962

ATTEST:

Secretary

STATE ROADS COMMISSION OF MARYLAND

By
Chairman and Director of Highways

Recommended for Approval:

3/15/62
Date: Chief Engineer

Approved as to form and legal sufficiency:

Special Attorney

STATE OF MARYLAND, CITY OF BALTIMORE, To Wit:

I HEREBY CERTIFY, that on this 15th day of March in the year 1962, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared John B. Funk, Chairman and Director of Highways for the State of Maryland and acknowledged the foregoing Agreement 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.

WITNESS MY HAND AND NOTARIAL SEAL

NOTARY SEAL

Notary Public

My Commission expires May 6, 1963

STATE OF MARYLAND, COUNTY OF BALTIMORE, To Wit:

I HEREBY CERTIFY, that on this 8 day of March in the year 1962, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Christian H. Kahl, County Executive for Baltimore County, Maryland, and acknowledged the foregoing Agreement to be the act of the County of Baltimore, State 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.

WITNESS MY HAND AND NOTARIAL SEAL

Alice D. Fringer
Notary Public

NOTARY SEAL

My Commission expires May 6, 1963

EXHIBIT 'A'

Name of Street, Road or Avenue	Election District
1. Old Pimlico Road	3
2. Old Court Road and Service Road	9
3. Joppa Road - West Tie-in to Falls Road (Md. Route 25)	9

1. Old Pimlico Road

1,727' of Old Pimlico Road will be severed beginning 997' westerly of the centerline intersection of the Jones Falls Expressway and Existing Old Pimlico Road and extending easterly for said distance.

This portion of Old Pimlico Road will be relocated beginning 997' westerly of the centerline intersection of the Jones Falls Expressway and Existing Old Pimlico Road and extending easterly to Falls Road (Md. Route 25) for a distance of 1,947'.

Dual bridges will be provided to carry the Jones Falls Expressway over Relocated Old Pimlico Road.

2. Old Court Road and Service Road

Covered in previous agreement on Baltimore Beltway dated April 21, 1961, by and between Baltimore County, Maryland and the State Roads Commission of Maryland. Contract B-635-6-7-9-13-14-15-16-17-18-29-93-420. Exhibit 'A'. Item 30.

3. Joppa Road - West Tie-in to Falls Road (Md. Route 25)

Existing Joppa Road will be severed at its present intersection with Falls Road, Md. Route 25, approximately 260' south of Green Spring Valley Road, Md. Route 130.

Joppa Road will be relocated beginning 825' south of the present intersection of Joppa Road and Falls Road (Md. Route 25) and extending westerly to Falls Road (Md. Route 25) at a point approximately 751' south of the present intersection of Falls Road (Md. Route 25) and Green Spring Valley Road (Md. Route 130).

EXHIBIT 'B'

STATE ROADS COMMISSION OF MARYLAND RIGHT OF WAY CROSS REFERENCE LIST OF ITEM NUMBERS TO LAND RECORD FILES

B-750-2-423

B-750-1-423

SUPPLEMENTAL TITLE DATA TO BE FURNISHED TO COUNTY AS AVAILABLE. Exhibit B (s)

EXHIBIT 'B' (Continued)

B-750-2-423

Name	S.R.C. Item Number	Plat No.	Conveyances Recorded (Liber-Folio)	
Estate of Charles McColgan	48511	25006 25007 25008	Will J.P.C. 55	91
Frederick H. Klaunberg	48513	25008	3615 3781	87 240
J. Edwin Griffith	48514	25006 25007	978	434

THE ABOVE CONTRACT WAS FILED IN CIRCUIT COURT OF BALTIMORE COUNTY UNDER CHAPTER 59 OF THE ACTS OF 1956, ON MAY 11, 1961.

SUPPLEMENTAL TITLE DATA TO BE FURNISHED TO COUNTY AS AVAILABLE.

EXHIBIT 'B' (continued)

B-750-1-423

Name	S.R.C. Item Number	Plat No.	Conveyances Recorded (Liber-Folio)	
Alfred C. Bunting	48617	25199	2025	397
The Lord Baltimore Laundry	48618	25199	2515	407
Frank L. Innernizzi	48622	25199	2987	125
Magdelena T. McCaffrey	48721	25199	2642	36
Mercedes Cockey, et al	48722	25199	1319	56

THE ABOVE CONTRACT WAS FILED IN CIRCUIT COURT OF BALTIMORE COUNTY UNDER CHAPTER 59 OF THE ACTS OF 1956, ON JULY 19, 1961.

SUPPLEMENTAL TITLE DATA TO BE FURNISHED TO COUNTY AS AVAILABLE.

Mr. Cassell

Copy: Mr. A. S. Gordon (2)
Mr. D. H. Fisher
Mr. W. E. Woodford, Jr.
Mr. R. J. Hajzyk
Mr. C. A. Goldeisen
Mr. L. E. McCarl
Mr. G. B. Chaires
Mr. F. P. Scrivener
Mr. L. C. Moser (2)
Mr. G. N. Lewis, Jr. (8)
Mr. C. L. Wannen
Mr. H. G. Downs
Mr. E. K. Lloyd
Mr. A. L. Grubb (2)
Mr. M. D. Philpot (2)
Mr. E. C. Chaney (2)
Mr. F. V. Dreyer
Mr. Charles Lee
Mr. G. W. Cassell
Mr. W. A. Friend
Mr. J. E. Gerick
Records & Research Section, R/W Div.
Baltimore County, Md. (3)
Mayor and City Council of Baltimore City(3)
Secretary's File
SRC-Baltimore County
SRC-Baltimore City

MD 146
DULANEY VALLEY RD

MEMORANDUM OF ACTION OF STATE ROADS COMMISSION OF MARYLAND
BY CHAIRMAN AND DIRECTOR JOHN B. FUNK
THURSDAY, FEBRUARY 1, 1962
* * *

On recommendation of Chief Engineer Fisher in letter of January 29, 1962, Chairman and Director Funk executed for and on behalf of the Commission agreement, in triplicate, dated October 30, 1961, with respect to transfer, from Baltimore County and Baltimore City to the Commission, of sections of the Dulaney Valley Road and Jarrettsville Pike, for the purpose of reconstructing and maintaining said roads as State highways, as follows:

"THIS AGREEMENT, executed in triplicate, made and entered into this 30th day of October, 1961, by and between the State Roads Commission of Maryland, acting for the State of Maryland, hereinafter sometimes called the 'Commission,' party of the first part, Baltimore County, Maryland, a body corporate and politic, acting through its County Executive, hereinafter sometimes called 'County,' party of the second part, and the Mayor and City Council of Baltimore, a municipal corporation of the State of Maryland, hereinafter sometimes called the 'City,' party of the third part, witnesseth:

WHEREAS, sections of the Dulaney Valley Road, in Baltimore County, Maryland, from the proposed Baltimore County Beltway to Jarrettsville Pike, and Jarrettsville Pike from Dulaney Valley Road northerly about 6,000 feet, are now owned and maintained by the Mayor and City Council of Baltimore, Baltimore County, and the State Roads Commission of Maryland; and

WHEREAS, said portions of Dulaney Valley Road and Jarrettsville Pike were originally designed, constructed, and have been maintained as roads to serve an area of Baltimore County used for agricultural purposes and as a watershed and raw water reservoir for the Metropolitan Area of Baltimore City; and

WHEREAS, this section of Baltimore County in recent years has been extensively developed for residential purposes, with such a resultant increase in population density and vehicular traffic movement as to make it an urban area; and

WHEREAS, said portions of the Dulaney Valley Road and Jarrettsville Pike, due to their narrow width, poor grade and alignment, and deteriorated paving, have become obsolete and constitute a serious hazard to traffic now using said highways; and

WHEREAS, it has been agreed between the Commission, the County and the City that said sections of Dulaney Valley Road and Jarrettsville Pike should be taken over and maintained by the Commission as State highways, subject, however, to certain conditions hereinafter set forth; and

WHEREAS, the parties herein desire to enter into this agreement in order to state more effectually their respective rights and obligations with respect to the proposed transfer from Baltimore County and City to Commission of said sections of the Dulaney Valley Road and Jarrettsville Pike, for the purpose of reconstructing and maintaining said roads as State highways.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH that, in consideration of the premises and mutual covenants and provisions herein set forth to be observed, kept, and performed by each party hereto, it is mutually agreed as follows:

ARTICLE I. City shall retain ownership of and the maintenance obligation for the bridge (known as #2 or Matthews Bridge) over the Loch Raven Reservoir, as shown colored in yellow on the drawing entitled 'Adhesive Overlay by Bureau of Survey, City of Baltimore on Towson Quadrangle to Illustrate Proposed Agreement Between Mayor and City Council of Baltimore and State Roads Commission of Maryland Concerning Dulaney Valley Road from Baltimore County Beltway to Jarrettsville Pike and Jarrettsville Pike from Dulaney Valley Road Northerly About 6,000 Feet,' dated September 9, 1960, attached hereto and made, in all respects, a part hereof.

ARTICLE II. In accordance with the effective date and the conditions hereinafter stated, the County hereby transfers to the Commission and the Commission accepts from the County that portion of Dulaney Valley Road now owned by the County, extending from the Baltimore County Beltway to Pot Spring Road, a distance of 0.72 mile, the same being shown by a blue broken line on the aforesaid plat attached hereto. The change in the status of this section of County Road is authorized under the following conditions:

WAS C. 691 ADDED TO C.S. 3-80 AS MD 146

1. The effective date of transfer shall be July 1, 1962.

2. The mileage respecting the aforesaid section of County Road will be excluded from the inventory as of December 1, 1961.

3. The basis for the allocation of funds will exclude 0.72 mile of County road mileage in the allocation to Baltimore County, beginning July 1, 1962.

4. Such transfer and acceptance is made on an 'As-Is-Basis' pertaining to the existing condition of the road involved and will include all appurtenances and bridge structures.

ARTICLE III. In consideration of the payment of the sum of $75,000.00 by the City to the Commission, the receipt whereof is hereby acknowledged, the City hereby transfers to the Commission and the Commission hereby accepts title to that portion of Dulaney Valley Road extending from Pot Spring Road northerly to the south end of the aforesaid bridge (known as #2 or Matthews Bridge) over Loch Raven Reservoir, as shown by the black broken line on the aforesaid plat attached hereto, the same to be hereafter maintained as a State Highway. In connection with this conveyance and transfer of title to said portion of Dulaney Valley Road, the City will, when requested by the Commission, convey to the Commission a

ASSIGNED C.S. 3-80 MD 146

minimum 110-foot width right of way, with necessary slope easements over any land owned or controlled by the City, the said right of way and slope easements to be based upon an alignment which will provide reasonable grades and alignment conforming to usual Commission standards for a road of this type. In this connection, as and when such future transfer is accomplished and a relocation of a portion of said Dulaney Valley Road is effected, the County and the City agree to cooperate with the Commission in such manner as may be necessary for the closing of that portion of the present Dulaney Valley Road which will be abandoned for further road use and/or the providing of such access as may be necessary to the relocated section of Dulaney Valley Road.

ARTICLE IV. IT IS UNDERSTOOD AND AGREED, that the transfers hereby effected or contemplated from the County and the City to the Commission include any and all rights, easements, reservations, widening strips and appurtenances now held or owned by the County and the City or to which they may be entitled, except the right and/or easement to maintain and operate the existing water supply mains and sanitary sewerage lines in said Dulaney Valley Road and necessary reinforcements thereto.

ARTICLE V. IT IS UNDERSTOOD AND AGREED, that the ownership of the sections of existing Dulaney Valley Road and Jarrettsville Pike from the north end of said bridge (known as #2 or Matthews Bridge) to a point about 6,000 feet north of the intersection of Dulaney Valley Road and Jarrettsville Pike now under the jurisdiction of the County, the City and the Commission shall be retained by each party until such time as funds become available to the Commission for the relocation, widening and improvement of said portions of said Dulaney Valley Road and Jarrettsville Pike, at which time the same shall be the subject of a further agreement between the parties hereto.

ARTICLE VI. 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 it shall become effective and unless so ratified this agreement shall be null and void.

ARTICLE VII. All of the terms, provisions and obligations of this agreement shall be binding upon the parties hereto, their respective successors and assigns.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be duly executed the day and year first above written.

ATTEST:

(signed) C. R. Pease
Secretary

APPROVED:

(signed) David H. Fisher
Chief Engineer - SRC

STATE ROADS COMMISSION OF MARYLAND

By: (signed) John B. Funk
Chairman-Director

Approved as to form and legal sufficiency:

(signed) C. C. Seymour
Special Attorney

ATTEST:

(signed) Robert S. Knatz, Jr.
Secretary

APPROVED:

(signed) Johnson Bowie
County Solicitor

ATTEST:

(signed) M. Epple
Deputy Treasurer

Approved as to form and legal sufficiency:

(signed) Harrison L. Winter
City Solicitor

(signed) Lloyd G. McAllister
Chief Assistant City Solicitor
11/7/61

BALTIMORE COUNTY, MARYLAND (S E A L)

By: (signed) Christian H. Kahl
County Executive
Jan. 19, 1962

APPROVED:

(signed) Albert B. Kaltenbach
Director of the Dept. of Public Works - Baltimore County

MAYOR AND CITY COUNCIL OF BALTIMORE

By: (signed) J. Harold Grady
Mayor

(S E A L)

APPROVED:
BOARD OF ESTIMATES

By: (signed) Leo C. McDonagh
Nov. 15, 1961 Clerk

APPROVED:

(signed) Bernard L. Werner
Director of Public Works - City

(signed) L. V. Schuerholz
Water Engineer - City"

From Carl Wonney

Re: JFK Hwy, 42.37 mi

7/17/68

J. E. Greiner Company
CONSULTING ENGINEERS
1106 N. CHARLES STREET
BALTIMORE 1, MD.

January 26, 1962

Mr. John B. Funk, Chairman-Director
State Roads Commission of Maryland
300 West Preston Street
Baltimore 1, Maryland

Dear Mr. Funk:

Under date of January 5, 1962, we submitted our Civil Engineering Report for the Northeastern Expressway. A brief summary of that Report follows.

Description of the Project

The Northeastern Expressway as proposed by the State Roads Commission of Maryland consists of a dual highway on Interstate Route 95 between the eastern boundary of the City of Baltimore and the Maryland-Delaware State line. The Commission has completed or has under construction that portion of the facility extending from the Baltimore City line to Whitemarsh Boulevard as a toll free segment of Interstate Route 95. The Project covered by the Civil Engineering Report consists of the remaining forty-two (42) miles of the Northeastern Expressway between Whitemarsh Boulevard and the Delaware State Line.

The Project will connect on the south with the north approach to the Baltimore Harbor (Patapsco) Tunnel as well as with several Interstate routes and other expressways under construction or proposed in Baltimore City and its environs. To the northeast, it will connect via the Delaware Turnpike and the Delaware Memorial Bridge with the New Jersey Turnpike and, via the Delaware Turnpike, with the proposed Interstate Route 95 which proceeds northward to Wilmington and Philadelphia. The Northeastern Expressway thus becomes a vital link in the New York to Washington corridor as well as a link in the Interstate Highway System connecting New England with the Middle Atlantic States and the South.

The Northeastern Expressway is designed in accordance with standards set forth in the Geometric Design Standards for the National System of Interstate and Defense Highways as approved by the U.S. Department of Commerce, Bureau of Public Roads, on July 17, 1956. The Project will be constructed to accommodate two 12-foot traffic lanes in each direction separated by a median of 76-foot minimum width which will provide for an additional lane in each direction when traffic volumes so warrant. Access to and egress from the Project will be through six interchange connections with the major intersecting highways.

A complete study of the soil and geologic conditions along the proposed Northeastern Expressway revealed that no unusual or adverse soil or foundation problems will be encountered.

The major structure on the Northeastern Expressway will be the Susquehanna River Bridge, a six-lane high level structure spanning the River and railroads adjacent thereto. The proposed structure, approximately 5,100 feet in length and varying between 165 to 180 feet above the water, will be a deck type structure supported by concrete piers and carrying three lanes in each direction, separated by a median strip. The location and plans for the construction of the Susquehanna River Bridge have been approved by the Chief of Engineers and the Secretary of the Army of the United States. Bids were received for this structure on January 4, 1962, and the estimate of construction cost reflects the actual bids received.

MEMORANDUM OF ACTION OF STATE ROADS COMMISSION OF MARYLAND
BY CHAIRMAN AND DIRECTOR JOHN B. FUNK
TUESDAY, DECEMBER 26, 1961
* * *

On recommendation of Chief Engineer Fisher in letter of December 20, 1961, the following final payment was approved, this portion of road to be returned to Baltimore County upon completion of a succeeding paving contract:

Final payment of $24,860.69 for completion of grading and drainage of relocated Padonia Road from west of Baltimore-Harrisburg Expressway to Md. Route 45, including access ramps and intersecting roads, for a distance of 2.213 miles, our Contract #B-787-1-417;FAP#S-SG-0431(2), Williams Construction Company, Inc., contractor. The contract for this work was awarded on November 3, 1960 and was completed on September 26, 1961. The total amount of this contract is $487,997.98.

Copy: Mr. D. H. Fisher
Mr. C. A. Goldeisen
Mr. L. E. McCarl
Mr. C. L. Wannen
Mr. G. B. Chaires
Mr. F. P. Scrivener
Mr. E. K. Lloyd
Mr. H. G. Downs (4)
Mr. G. N. Lewis, Jr. (8)
Mr. L. C. Moser (2)
Mr. A. L. Grubb (2)
Mr. S. T. Nottingham
Mr. H. C. Bowers
Mr. E. C. Chaney (2)
Mr. J. Cincibus
Mrs. J. Freeman
Baltimore County, Maryland (3)
SRC-Baltimore County
Secretary's File #34976
Contract B-787-1-417;FAP#S-SG-0431(2)

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 P. FUNK
WEDNESDAY, APRIL 26, 1961

Chairman and Director Funk executed for and on behalf of the Commission approximately, in substantially, dated March 22, 1961, between the Mayor and City Council of Baltimore, hereinsometimes 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 1956 and any amendment Act or Acts, and having the following Federal aid designation and limit description:

Federal Aid Designation	Limit Description
UR-1002 (9)	Northern Parkway from Reisterstown Ave. (Cross 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 commitment 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 has previously been executed by Mayor J. Harold Grady, on the part of City and City Comptroller Lee Limbert approved by the Board of Estimates, Board of Highways and Department of Public Works, by Public Assistance Manual, and approved as to form and legal sufficiency by Special Attorney C. G. Swisher.

Every Mr. D. M. Tinker,
Mr. A. G. McCabe
Mr. D. J. Cottrell
Mr. T. S. McCann
Mr. C. A. Coltman
Mr. H. E. Jones
Mr. M. C. Powers
Mr. C. S. Smith
Mr. E. C. Dorsey
Mr. C. I. Hanson
Mr. A. L. Crook
Mr. C. H. Lewis, Jr.
Secretary's File
300-Baltimore City (PC 240-315)

Copy: Mr. A. S. Gordon (2)
Mr. D. H. Fisher
Mr. W. E. Woodford, Jr.
Mr. R. J. Hajzyk
Mr. W. C. Hopkins
Mr. C. A. Goldeisen
Mr. G. B. Chaires
Mr. F. P. Scrivener
Mr. L. E. McCarl
Mr. L. C. Moser (2)
Mr. G. N. Lewis, Jr. (8)
Mr. C. L. Wannen
Mr. H. G. Downs (4)
Mr. E. C. Chaney (2)
Mr. A. L. Grubb (2)
Mr. W. A. Friend
Mr. E. K. Lloyd (2)
Mr. H. C. Bowers
Mr. F. V. Dreyer
Mr. Charles Lee
Mr. M. D. Philpot (2)
Mr. J. E. Gerick
Records & Research Section, R/W Div.
Baltimore County, Md. (3)
SRC-Baltimore County
Contract B-635-13-14-15-63-64-65-97-420
Contract B-635-93-420
Secretary's File

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

Chairman and Director Funk confirmed earlier execution of agreement, in triplicate, dated April 21, 1961, by and between the State Roads Commission of Maryland, party of the first part, therein referred to as the "Commission," and Baltimore County, Maryland, party of the second part, therein referred to as the "County," wherein, as a part of the Baltimore Beltway project, said parties agree as to the responsibility for the construction of a portion of a former county road known as Belmont Road to include a culvert extension and the extension of improvement; the relocation of a former county road known as Old Court Road; and the improvement of a former county road known as Dillon Heights, all as more fully set forth on attached, reduced scale construction plan sheets, said roads having been transferred to the Commission to the use of the State of Maryland, as a part of the state highway system, by agreement dated April 21, 1961, this agreement being applicable and pertaining to a portion of the following projects as noted in Baltimore County, Maryland:

State Roads Commission Contract Number	Description
B-635-93-420 B-635-16-420 Bridge	Old Court Road Relocated between the limits of Sta. 41 to Sta. 49+33, Baltimore Beltway
B-635-13-14-15-420	U.S. Route 40 to Liberty Road, as pertains to a 400' extension of Belmont Road and 55' extension of a 12' x 6' box culvert
B-635-13-14-15-420	U.S. Rte. 40 to Liberty Road, as pertains to a section of Dillon Heights Avenue between the limits of Sta. 11+41.13 to Sta. 17+44

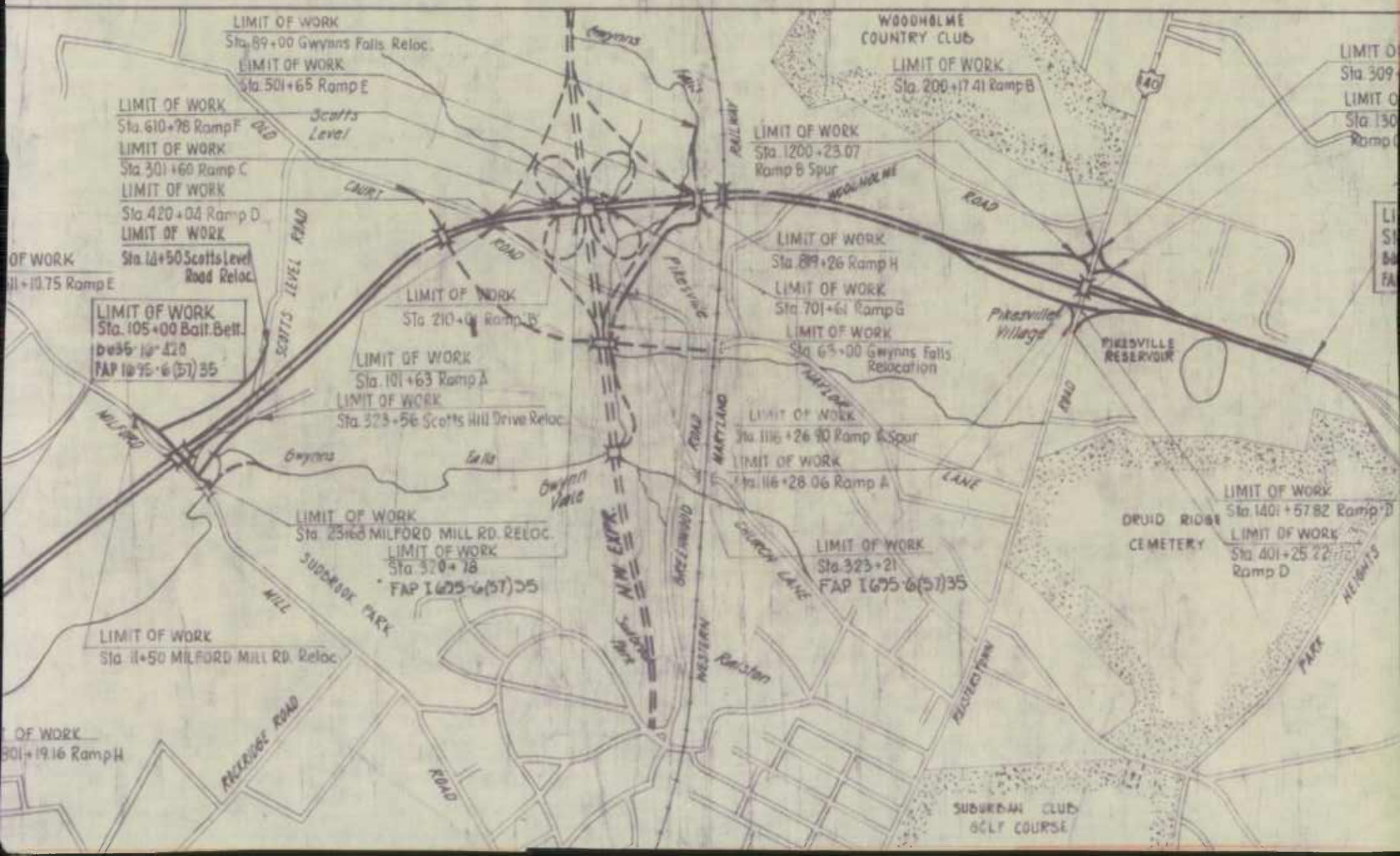
Upon completion of the projects as set forth above the County agrees to accept and maintain the same as a part of its own road system, at its own expense.

Said agreement had previously been executed on the part of the County by Acting County Executive W. E. Fornoff and Albert B. Kaltenbach, Director of Public Works, recommended for approval by Chief Engineer Fisher and approved as to form and legal sufficiency by Special Attorney C. C Seymour.

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

CONTRACT B 635-16-420-ROADWAY

CONTRACT B 635-67-420 OVERPASS AT MILFORD MILL RD.
CONTRACT B 635-68-420 OVERPASS AT GWYNNS FALLS RELOCATION



Secretary's File
No. 36403

STATE ROADS COMMISSION
BALTIMORE COUNTY

Culvert Extension (Belmont Road) and Road
Extension (Old Court Road Relocation)
Dillon Heights Avenue

THIS AGREEMENT, made this 27th day April, in the year 1961, by and between the STATE ROADS COMMISSION OF MARYLAND, acting for and on behalf of the STATE OF MARYLAND, party of the first part, hereinafter referred to as the "COMMISSION", and BALTIMORE COUNTY, MARYLAND, a body corporate and politic acting through its County Executive, party of the second part, hereinafter referred to as the "COUNTY".

WHEREAS, the Commission and the County as a part of the Baltimore Beltway project are desirous of entering into an agreement to ascertain, setforth and establish the responsibility for the construction of a portion of a former county road known as Belmont Road to include a culvert extension and the extension of improvement; the relocation of a former county road known as Old Court Road; and the improvement of a former county road known as Dillon Heights, all as more fully setforth on attached, reduced scale construction plan sheets, additional copies of which are on file with Baltimore County Department of Public Works, Division of Engineering, and

WHEREAS, by Agreement dated April 21, 1961, the County has transferred to the Commission to the use of the State of Maryland, as a part of the state highway system, the roads or sections of roads hereinafter more particularly referred to, and

WHEREAS, the Commission is agreeable to a procedure involving the acquisition of the necessary rights of way, the preparation of plans and specifications and the said construction thereof with the general supervision under the engineers of the Commission, provided the Commission shall be compensated in full for all expenditures involved, as more specifically setforth herein, in engineering, land acquisition and construction. Such Federal participation as may be arranged will be the responsibility of the county.

NOW THEREFORE THIS AGREEMENT WITNESSETH, that for and in consideration of the premises, and the further sum of One Dollar ($1.00) payable

by each party hereto to the other, the receipt of which is hereby acknowledged, the State Roads Commission of Maryland, acting for and on behalf of the State of Maryland, and Baltimore County, Maryland, a body corporate and politic acting through its County Executive, hereby covenant and agree as follows:

1. This agreement shall be applicable and pertain to a portion of the following projects as noted in Baltimore County, Maryland:

State Roads Commission Contract Number	Description
B-635-93-420	Old Court Road Relocated between the limits of Sta. 41 to Sta. 49+33, Baltimore Beltway
B-635-13-14-15-420	U.S. Route 40 to Liberty Road, as pertains to a 400' extension of Belmont Road and 55' extension of a 12' x 6' box culvert
B-635-13-14-15-420	U.S. Rte.40 to Liberty Road, as pertains to a section of Dillon Heights Avenue between the limits of Sta. 11+41.13 to Sta. 17+44

2. The Commission shall prepare all plans, specifications, estimates, contracts, and other data necessary to comply with County requirements at the County's own cost and expense, and said plans, specifications, estimates, contracts, and other data necessary shall be subject to the prior approval of the County before bids are requested or work is authorized.

3. The Commission shall provide all necessary rights of way for the construction and maintenance of said construction at the County's cost and expense, and said rights of way shall be of the width and otherwise conform to the requirements of any law applicable thereto.

4. The Commission shall advertise for, receive bids for, and award said projects as a portion of the Baltimore Beltway contract. No alteration in the contract will subsequently be made to the above portions without mutual approval of the parties hereto.

5. The financing of all acquisition and construction shall be borne by the County excepting construction costs as far as Dillon Heights is concerned. Reimbursement to the Commission will be on actual construction, engineering and rights of way purchase costs. The preliminary estimates are as follows:

1.	Belmont Avenue (County Portion)	
	Extension of box culvert (12' x 6') 55'	$ 12,671.96
	Engineering - 3.4%	430.85
	Extension and revisions to Belmont Road (Include maintenance of traffic) 400'	5,971.52
	Engineering - 3.4%	203.03
	(Right of Way estimate will be forthcoming)	$ 19,277.36
2.	Old Court Road Relocated (Sta. 41 to Sta. 49+33)	
	Construction (Aprox.)	$ 104,643.24
	Engineering - 3.4%	3,557.87
	Right of Way (Estimated)	16,420.00
		$ 124,621.11
3.	Dillon Heights Avenue (County Portion) (Sta. 11+41.13 to Sta. 17+44) (Estimated Right of Way)	$ 1,500.00

Payment to the Commission by the County for the work performed shall include all items directly related to the work limits as setforth and settlement therefor shall be made within a period of six months from the date of completion of said items of work.

Upon completion of the projects as setforth above the County agrees to accept and maintain the same as a part of its own road system, at its own expense.

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 there unto duly authorized.

ATTEST:

BALTIMORE COUNTY, MARYLAND

By _____
acting County Executive

_____
Secretary

_____
Dir. of Public Works

Approved as to form and legal sufficiency:

_____
Asst. County Solicitor

ATTEST:

STATE ROADS COMMISSION OF MARYLAND

_____
Secretary

By _____ (Seal)
Chairman and Director of Highways

Recommended for Approval:

4/20/61 _____
Date: Chief Engineer

Approved as to form and legal sufficiency:

_____
Special Attorney

Copy: Mr. A. S. Gordon (2)
Mr. D. H. Fisher
Mr. W. E Woodford, Jr.
Mr. R. J. Hajzyk
Mr. W. C. Hopkins
Mr. C. A. Goldeisen
Mr. G. B. Chaires
Mr. F. P. Scrivener
Mr. L. E. McCarl
Mr. L. C. Moser (2)
Mr. G. N. Lewis, Jr. (8)
Mr. C. L. Wannen
Mr. H. G. Downs (4)
Mr. E. C. Chaney (2)
Mr. A. L. Grubb (2)
Mr. W. A. Friend
Mr. E. K. Lloyd (2)
Mr. H. C. Bowers
Mr. F. V. Dreyer
Mr. Charles Lee
Mr. M. D. Philpot (2)
Mr. J. E. Gerick
Records & Research Section, R/W Div.
Baltimore County, Md. (3)
SRC-Baltimore County
Contract B-635-13-14-15-63-64-65-97-420
Contract B-635-93-420
Secretary's File

Mr. Cassell
BALTO. Co

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

Chairman and Director Funk confirmed earlier execution of agreement, in triplicate, dated April 21, 1961, by and between the State Roads Commission of Maryland, party of the first part, therein referred to as the "Commission," and Baltimore County, Maryland, party of the second part, therein referred to as the "County," wherein, as a part of the Baltimore Beltway project, said parties agree as to the responsibility for the construction of a portion of a former county road known as Belmont Road to include a culvert extension and the extension of improvement; the relocation of a former county road known as Old Court Road; and the improvement of a former county road known as Dillon Heights, all as more fully set forth on attached, reduced scale construction plan sheets, said roads having been transferred to the Commission to the use of the State of Maryland, as a part of the state highway system, by agreement dated April 21, 1961, this agreement being applicable and pertaining to a portion of the following projects as noted in Baltimore County, Maryland:

9.80 — 49.50

State Roads Commission Contract Number	Description
B-635-93-420	Old Court Road Relocated between the limits of Sta. 41 to Sta. 49+33, Baltimore Beltway
B-635-13-14-15-420	U.S. Route 40 to Liberty Road, as pertains to a 400' extension of Belmont Road and 55' extension of a 12' x 6' box culvert
B-635-13-14-15-420	U.S. Rte. 40 to Liberty Road, as pertains to a section of Dillon Heights Avenue between the limits of Sta. 11+41.13 to Sta. 17+44

Upon completion of the projects as set forth above the County agrees to accept and maintain the same as a part of its own road system, at its own expense.

Said agreement had previously been executed on the part of the Cou by Acting County Executive W. E. Fornoff and Albert B. Kaltenbach, Director of Public Works, recommended for approval by Chief Engineer Fisher and approved a to form and legal sufficiency by Special Attorney C. C Seymour.

IS 495

Copy: Mr. A. S. Gordon (2)
Mr. D. H. Fisher
Mr. W. E Woodford, Jr.
Mr. R. J. Hajzyk
Mr. W. C. Hopkins
Mr. C. A. Goldeisen
Mr. G. B. Chaires
Mr. F. P. Scrivener
Mr. L. E. McCarl
Mr. L. C. Moser (2)
Mr. G. N. Lewis, Jr. (8)
Mr. C. L. Wannen
Mr. H. G. Downs (4)
Mr. E. C. Chaney (2)
Mr. A. L. Grubb (2)
Mr. W. A. Friend
Mr. E. K. Lloyd (2)
Mr. H. C. Bowers
Mr. F. V. Dreyer
Mr. Charles Lee
Mr. M. D. Philpot (2)
Mr. J. E. Gerick
Records & Research Section, R/W Div.
Baltimore County, Md. (3)
SRC-Baltimore County
Contract B-635-13-14-15-63-64-65-97-420
Contract B-635-93-420
Secretary's File

Mr. Cassell
BALTO. Co

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

Chairman and Director Funk confirmed earlier execution of agreement, in triplicate, dated April 21, 1961, by and between the State Roads Commission of Maryland, party of the first part, therein referred to as the "Commission," and Baltimore County, Maryland, party of the second part, therein referred to as the "County," wherein, as a part of the Baltimore Beltway project, said parties agree as to the responsibility for the construction of a portion of a former county road known as Belmont Road to include a culvert extension and the extension of improvement; the relocation of a former county road known as Old Court Road; and the improvement of a former county road known as Dillon Heights, all as more fully set forth on attached, reduced scale construction plan sheets, said roads having been transferred to the Commission to the use of the State of Maryland, as a part of the state highway system, by agreement dated April 21, 1961, this agreement being applicable and pertaining to a portion of the following projects as noted in Baltimore County, Maryland:

9.80 — 49.50

State Roads Commission Contract Number	Description
B-635-93-420	Old Court Road Relocated between the limits of Sta. 41 to Sta. 49+33, Baltimore Beltway
B-635-13-14-15-420	U.S. Route 40 to Liberty Road, as pertains to a 400' extension of Belmont Road and 55' extension of a 12' x 6' box culvert
B-635-13-14-15-420	U.S. Rte. 40 to Liberty Road, as pertains to a section of Dillon Heights Avenue between the limits of Sta. 11+41.13 to Sta. 17+44

Upon completion of the projects as set forth above the County agrees to accept and maintain the same as a part of its own road system, at its own expense.

Said agreement had previously been executed on the part of the County by Acting County Executive W. E. Fornoff and Albert B. Kaltenbach, Director of Public Works, recommended for approval by Chief Engineer Fisher and approved as to form and legal sufficiency by Special Attorney C. C Seymour.

Copy: Mr. A. S. Gordon (2)
Mr. D. H. Fisher
Mr. W. E. Woodford, Jr.
Mr. R. J. Hajzyk
Mr. W. C. Hopkins
Mr. C. A. Goldeisen
Mr. G. B. Chaires
Mr. F. P. Scrivener
Mr. L. E. McCarl
Mr. L. C. Moser (2)
Mr. G. N. Lewis, Jr. (8)
Mr. C. L. Wannen
Mr. H. G. Downs (4)
Mr. E. C. Chaney (2)
Secretary's File
Mr. A. L. Grubb (2)
Mr. W. A. Friend
Mr. E. K. Lloyd (2)
Mr. H. C. Bowers
Mr. F. V. Dreyer
Mr. Charles Lee
Mr. M. D. Philpot (2)
Mr. J. E. Gerick
Records & Research Section, R/W Div.
Baltimore County, Md. (3)
SRC-Baltimore County
Contract B-635-6-7-9-13-14-15-16-17-29-93-420 (7)
Contract B-682-7-423
Mr. C. S. Linville

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

Chairman and Director Funk confirmed earlier execution of agreement, in triplicate, dated April 21, 1961, by and between Baltimore County, Maryland, therein called "County," party of the first part, and the State Roads Commission of Maryland, therein called the "Commission," party of the second part, wherein said parties agree to a formula under which the responsibility for the cost of the removal, strengthening and relocation of certain structures installed and constructed by the County as may be required by the construction of a certain Interstate Highway known as the Baltimore Beltway, Interstate Route 695, Contract Number B-635-6-7-9-13-14-15-16-17-29-93-420, B-682-7-423 by the Commission, be determined and paid.

Said agreement had previously been executed on the part of the County by Acting County Executive W. E. Fornoff and Albert B. Kaltenbach, Director of Public Works, recommended for approval by Chief Engineer Fisher and approved as to form and legal sufficiency by Special Attorney C. C. Seymour.

No. 36405

Secretary's Fl No. 3640

Mr. A. S. Gordon (2)
Mr. D. H. Fisher
Mr. W. E. Woodford, Jr.
Mr. R. J. Hajzyk
Mr. W. C. Hopkins
Mr. C. A. Goldeisen
Mr. G. B. Chaires
Mr. F. P. Scrivener
Mr. L. E. McCarl
Mr. L. C. Moser (2)
Mr. G. N. Lewis, Jr. (8)
Mr. C. L. Wannen
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Mr. E. C. Chaney (2)
Mr. A. L. Grubb (2)
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Mr. H. C. Bowers
Mr. F. V. Dreyer
Mr. Charles Lee
Mr. M. D. Philpot (2)
Mr. J. E. Gerick
Records & Research Section, R/W Div.
Baltimore County, Md. (3)
SRC-Baltimore County
Contract B-635-6-7-9-13-14-15-16-17-18-29-93-420 (7)
Secretary's File

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

Chairman and Director Funk confirmed earlier execution of agreement, in triplicate, dated April 21, 1961, by and between Baltimore County, Maryland, therein called "County," party of the first part, and the State Roads Commission of Maryland, therein called "Commission," party of the second part, wherein the County transfers to the State of Maryland, to the use of the State Roads Commission of Maryland, all of its right, title and interest in and to that portion of the county roads, streets or avenues, including paper streets, as described in "Exhibit A," attached thereto and made a part thereof, including that portion within the outermost right of way, right of way of through highway, easement, right of way and coincidental existing right of way lines, as shown and indicated on "State Roads Commission of Maryland" plats duly recorded or intended to be recorded among the Land Records of Baltimore County, references to which are attached thereto as part thereof titled "Exhibit B," all in connection with construction by the Commission of a certain Interstate highway known as the Baltimore Beltway, Interstate Route 695, Contract Numbers B-635-6-7-9-13-14-15-16-17-18-29-93-420, and the County approves the Commission's construction plans which provide for the closing, alteration, and/or relocation of said roads, streets and avenues as shown on "State Roads Commission of Maryland" Construction Drawings as submitted to the County, as advertised, copies of which are to be filed with the Department of Public Works.

In said agreement, the Commission agrees to reimburse and indemnify the County for such legal compensation the County is required by law to pay such abutting owners whose rights are invaded by the obstruction, alteration and relocation of said County roads, streets or avenues, as stipulated in Section III, and that as each Contract on the Beltway project is completed further agreements will be executed with the County covering such additional plats and title information as may be necessary to supplement the data shown by Exhibit "B", referred to therein, as stipulated in Section IV.

Said agreement had previously been executed on the part of the County by Acting County Executive W. E. Fornoff and Director of Public Works Albert B. Kaltenbach, recommended for approval by Chief Engineer Fisher, and approved as to form and legal sufficiency by Special Attorney C. C. Seymour.

I-695 construction contract #'s

Contractor's File

THIS AGREEMENT, made this 21st day of April, ~~1960,~~ 1961 by and between Baltimore County, Maryland a body corporate and politic acting through its County Executive, hereinafter called "County", party of the first part, and the State Roads Commission of Maryland, acting for and on behalf of the State of Maryland, hereinafter called the "Commission" party of the second part.

WHEREAS, the Commission is in the process of constructing a certain Interstate highway known as the Baltimore Beltway, Interstate Route 695, Contract numbers B-635-6-7-9-13-14-15-16-17-18-29-93-420 and deems it necessary to take possession of and obstruct or relocate certain portions of the County roads, streets or avenues or alter or adjust as necessary those so noted, all as listed in the attachment titled "Exhibit A", and;

WHEREAS, the County as a matter of public convenience and in order to best serve the needs of the traveling public, deems it necessary to require the Commission to relocate and/or alter said County roads, streets or avenues in such manner as may be mutually agreed upon and in pursuance thereof is agreeable to transferring said roads, streets or avenues or portions thereof, to the Commission, as hereinafter more particularly set forth.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH, that in consideration for the sum of one dollar ($1.00) each to the other paid, receipt of which is hereby acknowledged and the mutual benefits enuring to both, the parties hereto do mutually agree as follows:

I

The County hereby transfers to the State of Maryland, to the use of the State Roads Commission of Maryland, all of its right, title and interest in and to that portion of the county roads, streets or avenues, including paper streets, as described in "Exhibit A", attached hereto and made a part hereof, including that portion within the outermost right of way, right of way of through highway, easement, right of way and coincidental existing right of way lines, as shown and indicated on "State Roads Commission of Maryland" plats duly recorded or intended to be

Secretary's File No. 36 [illegible]

THIS AGREEMENT, made this 21st day of April, ~~1960,~~ 1961 by and between Baltimore County, Maryland a body corporate and politic acting through its County Executive, hereinafter called "County", party of the first part, and the State Roads Commission of Maryland, acting for and on behalf of the State of Maryland, hereinafter called the "Commission", party of the second part.

WHEREAS, the Commission is in the process of constructing a certain Interstate highway known as the Baltimore Beltway, Interstate Route 695, Contract numbers B-635-6-7-9-13-14-15-16-17-18-29-93-420 and deems it necessary to take possession of and obstruct or relocate certain portions of the County roads, streets or avenues or alter or adjust as necessary those so noted, all as listed in the attachment titled "Exhibit A", and;

WHEREAS, the County as a matter of public convenience and in order to best serve the needs of the traveling public, deems it necessary to require the Commission to relocate and/or alter said County roads, streets or avenues in such manner as may be mutually agreed upon and in pursuance thereof is agreeable to transferring said roads, streets or avenues or portions thereof, to the Commission, as hereinafter more particularly set forth.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH, that in consideration for the sum of one dollar ($1.00) each to the other paid, receipt of which is hereby acknowledged and the mutual benefits enuring to both, the parties hereto do mutually agree as follows:

I

The County hereby transfers to the State of Maryland, to the use of the State Roads Commission of Maryland, all of its right, title and interest in and to that portion of the county roads, streets or avenues, including paper streets, as described in "Exhibit A", attached hereto and made a part hereof, including that portion within the outermost right of way, right of way of through highway, easement, right of way and coincidental existing right of way lines, as shown and indicated on "State Roads Commission of Maryland" plats duly recorded or intended to be

recorded among the Land Records of Baltimore County, references to which are attached hereto as part hereof titled "Exhibit B". Unless previously transferred by separate agreement between the parties hereto, it is understood and agreed, that the effective date of transfer of title to the several roads, streets and avenues involved shall be the date on which "notice" is given a contractor "to proceed" with actual construction of a particular section of the Beltway, at which time title to the roads, streets and avenues affected by the construction of that particular section shall pass from Baltimore County to the State Roads Commission. Copies of such "notices to proceed" as issued, shall be furnished the Department of Public Works of Baltimore County.

II

That the County hereby approves the Commission's construction plans which provide for the closing, alteration, and/or relocation of said roads, streets and avenues as shown on "State Roads Commission of Maryland" Construction Drawings as submitted to the County, as advertised, copies of which are to be filed with the Department of Public Works.

III

That, if, by the obstruction, alteration and relocation of said County roads, streets or avenues any private vested rights of any owners of lands abutting upon said County roads, streets or avenues or lying in the vicinity thereof, are invaded so as to entitle such owners to legal compensation under the laws of the State of Maryland, and if the County is required by law to pay just compensation to such abutting owners, the Commission agrees to reimburse and indemnify the County for such payment. Such payment shall include court costs, appraisers fees, and other expenses directly incurred by the County, however, the Commission shall not be liable to pay any cost or loss occasioned by the negligence of the County, its agents and employees.

IV

The Commission agrees that as each Contract on the Beltway project is completed further agreements will be executed with the County covering such additional plats and title information as may be necessary to supplement the data shown by Exhibit "B", above referred to.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year aforesaid.

ATTEST:

Edgar J. S. Dor
Secretary

BALTIMORE COUNTY, MARYLAND

By [illegible]
acting County Executive

10/21/60 Albert [illegible]
Date: Roads Engineer

Approved as to form and legal sufficiency:

John Thomas Hild
County Solicitor

ATTEST:

[illegible]
Secretary

STATE ROADS COMMISSION OF MARYLAND

By [illegible]
Chairman and Director of Highways

Recommended for Approval:

4/20/61 David [illegible]
Date: Chief Engineer

Approved as to form and legal sufficiency:

[illegible]
Special Attorney

STATE OF MARYLAND, CITY OF BALTIMORE, To Wit:

I HEREBY CERTIFY, that on this 21st day of April in the year 1961, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared John B. Funk, Chairman and Director of Highways for the State of Maryland and acknowledged the foregoing Agreement 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

Henry G. Stank
Notary Public

My Commission expires May 1 1961

STATE OF MARYLAND, COUNTY OF BALTIMORE, To Wit:

I HEREBY CERTIFY, that on this 20 day of April in the year 1961, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared ~~Christian H. Kahl~~ William E. Torsney acting County Executive for Baltimore County, Maryland, and acknowledged the foregoing Agreement to be the act of the County of Baltimore, State 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

Alice [illegible]
Notary Public

My Commission expires May 1, 1961

Exhibit A

Name of Street, Road or Avenue	Election District
1. Johnson Street	1
2. Washington Avenue	1
3. Crosby Road	1
4. Johnnycake Road	1
5. Willow Springs Road	1
6. Belmont Road	1
7. Dogwood Road	2
8. Windsor Mill Road	2
9. First Street	2
10. Second Street	2
11. Third Street	2
11a. Dillon Heights Avenue	2
12.. Woodville Road	2
13. Gwynnwood Road	2
14. Tower Road	2
15. Liberty Gardens Road	2
16. Worchester Avenue	2
17. Dorchester Avenue	2
18. St. Mary's Avenue	2
19. Kent Avenue	2
20. Timanus Road	2
21. Milford Mill Road	2
22. Scotts Level Road - East	2
23. Scotts Level Road - West	2
24. Old Court Road - North	2 and 3
25. Streamwood Avenue	3
26. Woodholme Avenue	3
27. Stevenson Road	3
28. Greenspring Avenue	3
29. Grasty Road	3
30. Old Court Road - South	9
31. Joppa Road - West	9

1 Johnson Street

450' of Johnson Street will be closed beginning at a point 185' east of the centerline intersection with Washington Avenue and continuing west said distance.

2 Washington Avenue

950' of Washington Avenue will be closed beginning at the centerline intersection with U. S. Route 40 (West) and extending northerly along its centerline for said distance.

3. Crosby Road

850' of Crosby Road will be severed and a grade separation structure will be provided, along with approaches thereto in minimum length compatible with acceptable design. The grade separation structure and approaches will be constructed at the sole expense of the Commission, Maintenance of the structure, except bridge deck wearing surface, will be by the Commission.

4 Johnnycake Road

850' of Johnnycake Road will be severed 1300' westerly from the present intersection with Crosby Road. Traffic will be re-routed via Crosby Road.

5 Willow Spring Road

200' of Willow Spring Road will be severed from the present intersection of Johnnycake Road. A tee type turnaround will be provided at the severed end of Willow Spring Road.

6 Belmont Road

1150' of Belmont Road will be closed beginning 650' south of the centerline intersection with Gordon Avenue and extending easterly said distance to a point 800' west of the centerline of its intersection with Dogwood Road. That 800' portion between Belmont-Dogwood Road intersection and the Interstate right-of-way will remain open as a public thoroughfare. Belmont Road on the west will be relocated parallel to the west boundary of the right-of-way for the Baltimore Beltway to the relocated centerline intersection with Dogwood Road, a distance of 2,050'.

12 Woodville Road

780' of Woodville Road will be closed beginning at the center line intersection of Liberty Road (Md. Rte. 26) and extending along its center line said distance.

13 Gwynnwood Road

450' of Gwynnwood Road will be closed beginning at a point 150' from the center line intersection with Tower Road and extending said distance to the center line intersection with Woodville Road.

14 Tower Road

200' of Tower Road will be closed beginning at the center line intersection with Liberty Road and extending northerly said distance.

15 Liberty Gardens Road

1100' of Liberty Gardens Road will be closed beginning at the centerline of its intersection with Liberty Road (Md. Rte. 26) and extending southwesterly along its center line for said distance. Access will be provided.

16 Worchester Avenue

450' of Worchester Avenue beginning 90' westerly at the center line of its intersection with Dorchester Avenue and extending easterly to a point 170' westerly of the center line of its intersection with Talbot Avenue.

17 Dorchester Avenue

500' of Dorchester Avenue beginning at the center line intersection with Kent Avenue and extending southerly said distance along its center line.

18 St. Mary's Avenue

1,300' of St. Mary's Avenue beginning at the center line of its intersection with Liberty Road (Md. Rte. 26) and extending northerly along its center line for said distance.

19 Kent Avenue

250' of Kent Avenue beginning 140' west at the center line of its intersection with Howard Avenue and extending easterly to a point 110' west of the center line of its intersection with St. Mary's Avenue.

31 Joppa Road - West

1,700' of Joppa Road - West will be adjusted to go over the Baltimore Beltway and connections to Jones Falls Expressway generally on the existing horizontal alignment. A bridge will be provided to carry Joppa Road - West over the Beltway.

32 Service Road

By mutual agreement reached by the Maryland State Roads Commission and Baltimore County, a service road will be constructed on the north side of and parallel to the Baltimore Beltway beginning at a point 2,600' from the Beltway - Loch Raven Boulevard intersection of center lines. From thence along the center line of the service road as described above with appropriate curvature and geometrics to intersect Oakleigh Road 1,000' north of the intersection of Oakleigh and Joppa Roads.

33 Oakleigh Road

280' of Oakleigh Road will be severed beginning at the center line of its intersection with Joppa Road 350' north and extending northerly along its center line for said distance.

34 Eddington Road

200' of Eddington Road will be severed beginning 780' north of the center line intersection with Joppa Road and extending northerly along its center line for said distance. T-type turn-a-rounds will be provided at points of severance.

35 Goetze Avenue

800' of Goetze Avenue will be severed beginning 540' southerly of the center line intersection with Joppa Road and extending southerly of the center line for said distance.

36 Pershing Avenue

200' of Pershing Avenue will be severed beginning at a point 650' southerly of the center line intersection with Joppa Road and extending southerly along its center line for said distance.

Exhibit A (continued)

Name of Street, Road or Avenue	Election District
64. Gravel Avenue	14
65. Overton Avenue	14
66. Pear Avenue	14
67. Harms Avenue	14
68. Reservoir Road	14
69. Trumps Mill Road	14
70. Shady Spring Road	14
71. East Avenue	14
72. East Avenue-Shady Spring Avenue Connection	14
73. Valeria Lane	14

****

Exhibit A (continued)

Name of Street, Road or Avenue	Election District
32. Service Road	9
33. Oakleigh Road	9
34. Eddington Road	9
35. Goetze Avenue	9
36. Pershing Avenue	9
37. Wilker Avenue	9
38. Foster Avenue	9
39. Ellen Avenue	9
40. Ellis Avenue	9
41. Old Harford Road	9
42. Avondale Road	9
43. Satyr Hill Road	9
44. Euridge Road	9
45. Vlahos Avenue	9
46. Woodcroft Road	9
47. Robern Avenue	9
48. Balder Avenue	14
49. Arizona Avenue	14
50. California Avenue	14
51. East Avenue	14
52. Sperl Avenue	14
53. Fearn Avenue	14
54. Glenroy Avenue	14
55. Fowler Avenue	14
56. Grove Road	14
57. Putty Hill Road	14
58. Kaufman Terrace	14
59. Asbury Avenue	14
60. Vernon Place	14
61. Lincoln Avenue	14
62. Slade Avenue	14
63. Rohe Avenue	14

25 Streamwood Avenue

225' of Streamwood Avenue will be adjusted to provide an acceptable approach to Old Court Road Relocated.

26 Woodholme Avenue

450' of Woodholme Avenue will be severed beginning at a point 2300' from the centerline of its intersection with Naylor Lane and extending northerly along its centerline for said distance. Cul-de-sacs will be provided at points of severance.

27 Stevenson Road

900' of Stevenson Road will be adjusted to go over the Baltimore Beltway generally on the existing horizontal alignment. A bridge will be provided to carry Stevenson Road over the Beltway. A partial interchange will be constructed at this location.

28 Greenspring Avenue

1500' of Greenspring Avenue will be relocated to facilitate the construction of a two (2) quadrant interchange with a structure carrying the Baltimore Beltway over.

29 Grasty Road

350' of Grasty Road will be severed beginning at the centerline of its intersection 1,250' easterly from Greenspring Avenue and extending easterly along its centerline for said distance. T-type turn-a-rounds will be provided at points of severance.

30 Old Court Road - South

1590' of Old Court Road will be severed beginning at the centerline of its intersection with Falls Road 1,350' easterly and extending easterly along its centerline for said distance, the second point being 890' easterly from the centerline intersection with the northbound lane of Jones Falls Expressway. Old Court Road will be relocated on the east side of the Jones Falls Expressway from relocatedRuxton Road to a point 890' easterly from the centerline intersection with the northbound lane of Jones Falls Expressway.

7 Dogwood Road

No relocation, rehabilitating, or adjustment will be made under this agreement as pertains to the construction of the Baltimore Beltway. The structure carrying the Baltimore Beltway over Dogwood Road provides for adequate space as required by a future street.

8 Windsor Mill Road

830' of Windsor Mill Road is being reconstructed over the present alignment with the vertical alignment adjusted to meet the structure over the Baltimore Beltway.

9 First Street

500' of First Street will be closed beginning at the centerline of its intersection with Windsor Mill Road and extending northerly for said distance.

10 Second Street

850' of Second Street beginning at the centerline of its intersection with Windsor Mill Road will be closed and extending northerly along its centerline for said distance.

11 Third Street

100' of Third Street will be closed and relocated at such time as the ultimate interchange is constructed at Windsor Mill Road, beginning at the centerline intersection with Windsor Mill Road and extending along its centerline said distance.

11A Dillon Heights Avenue

883' of Dillon Heights Avenue will be closed and relocated generally over the grade and alignment of the existing avenue. A twenty-one (21') foot roadway will be provided, with four foot - six inch (4'-6") shoulders.

20 Timanus Road

50' of Timanus Road beginning at the centerline of its intersection with Liberty Road (Md. Rte. 26) and extending southwesterly along its centerline for said distance. Timanus Road traffic will use the existing Lynn Haven Drive to the intersection with Washington Avenue, and thence to Liberty Road (Md. Rte. 26).

21 Milford Mill Road

1,250' of Milford Mill Road will be relocated generally along the existing horizontal and vertical alignment. A bridge will be provided to carry the Beltway over Milford Mill Road.

22 Scotts Level Road - East

750' of Scotts Level Road (East) will be severed beginning at the centerline of its intersection with Milford Mill Road and extending northerly along its centerline for said distance. This portion of roadway will be relocated easterly to provide access from Scotts Hill Subdivision to Milford Mill Road.

23 Scotts Level Road - West

600' of Scotts Level Road (West) will be severed beginning 250' northwesterly of its intersection with Scotts Hill Drive and extending northwesterly along its centerline for said distance. This portion of Scotts Level Road will be relocated parallel to the western limit of the interstate right-of-way from Milford Mill Road to the tie-in to existing road a distance of 1,600'.

24 Old Court Road - North

2,700' of Old Court Road beginning 600' northeasterly of its intersection with Gwynn Falls (Stream) and extending from this point southwesterly along its centerline for said distance. Old Court Road will be relocated from the existing, bridging over Baltimore Beltway, Northwestern Expressway and relocation of Gwynn Falls (Stream) to west of the Western Maryland Railway underpass.

37 Wilker Avenue

400' of Wilker Avenue will be severed beginning at a point 200' west of the center line intersection with Satyr Hill Road and extending west along its center line for said distance. Wilker Avenue will be extended from the intersection of Satyr Hill Road 150' to intersect with relocated Satyr Hill Road.

38 Foster Avenue

200' of Foster Avenue will be severed beginning at the center line intersection at Old Harford Road and extending with the center line said distance. A connection will be constructed on the west side and parallel to the relocation of Old Harford Road to intersect with Ellen Avenue.

39 Ellen Avenue

Ellen Avenue will be reconstructed to correct the vertical alignment to intersect Old Harford Road relocated.

40 Ellis Avenue

Ellis Avenue will be reconstructed and extended 70' to intersect with Old Harford Road relocated. The reconstructed portion extends from the intersection of Old Harford Road 380' easterly to the intersection with Foster Avenue.

41 Old Harford Road

550' of Old Harford Road will be severed beginning at the center line intersection with Satyr Hill Road and extending in a southwesterly direction on its center line the said distance. Old Harford Road will be relocated horizontally and vertically in a westerly direction from the present location for a distance of 1,470' beginning at a point 700' northwesterly from the center line intersection with Satyr Hill Road and extending southwesterly the said distance. A structure will be provided carrying Old Harford Road over the Baltimore Beltway.

42 Avondale Road

No relocation, rehabilitating, or adjustment will be made under this agreement as pertains to the construction of the Baltimore Beltway. Structures will be provided to carry the Beltway over Avondale Road.

50 California Avenue

California Avenue will be adjusted for 50' at its centerline intersection with Harford Road on its present centerline location.

51 East Avenue

Ingress and egress will be denied to East Avenue from Harford Road, by means of a barricade. Access will be provided for East Avenue by means of a relocation beginning at a point 460' east of the centerline intersection with Harford Road and extending from this point in a northerly direction for 280' and thence westerly 460' to intersect with Harford Road 280' north of the existing centerline intersection.

52 Sperl Avenue

25' of Sperl Avenue will be severed beginning at the southerly terminus and northerly along its centerline said distance.

53 Fearn Avenue

320' of Fearn Avenue will be severed beginning at the northerly terminus and extending southerly along its centerline for said distance to a point 700' from the centerline intersection with Putty Hill Road.

54 Glenroy Avenue

170' of Glenroy Avenue will be severed beginning at the northerly terminus and extending southerly along its centerline for said distance to a point 240' from the centerline intersection with Putty Hill Road. Also 50' adjustment of the horizontal and vertical alignment on the centerline intersection with Putty Hill Road.

55 Fowler Avenue

550' extension of Fowler Avenue will be constructed to county standards and geometrics to provide access to severed property. This provides for a forty (40') foot wide fee simple right-of-way from the end of present paving the length as noted above. The width of paving will be eighteen (18') feet wide with two - six (2-6') foot earth shoulders and appropriate side ditch type drainage. Also a one hundred fifty (150') foot horizontal adjustment to the existing alignment at the centerline intersection with Putty Hill Road.

56 Grove Road

[illegible] of Grove Road will be severed beginning at a point 290' from the centerline intersection with Putty Hill Road and extending in a southerly [illegible] said distance.

43 Satyr Hill Road

400' of Satyr Hill Road will be severed beginning at the center line intersection with Old Harford Road and extending in a northerly direction along its center line the said distance. Satyr Hill Road will be relocated to intersect Old Harford Road at a point 300' northeasterly from the present intersection. The relocation extends 330' from the relocated Old Harford Road along the relocated center line of Satyr Hill Road to point of tie, 530' along the center line of the existing Satyr Hill Road.

44 Buridge Road

Buridge Road will be closed at its existing center line intersection with Old Harford Road. A T-type turn-a-round will be provided.

45 Vlahos Avenue

Vlahos Avenue will be adjusted on its present location to avoid conflict with construction limits of the Baltimore Beltway.

46 Woodcroft Road

Woodcroft Road will be adjusted in its present location at its intersection with Ellis Road.

47 Robern Avenue

500' of Robern Avenue will be severed beginning at the center line of its intersection with Harford Road and extending westerly along its center line for said distance. Beginning at the westerly limits of severance Robern Avenue will be relocated into Grendon Lane at a point 300' west of Harford Road a distance of 525'.

48 Balder Avenue

950' of Balder Avenue will be severed beginning at the center line of its intersection with Harford Road and extending easterly along its center line for said distance. Beginning at the easterly limits of severance Balder Avenue will be relocated across Arizona Avenue into California Avenue at a point 625' east of the latter's center line intersection with Harford Road for a distance of 760'.

49 Arizona Avenue

480' of Arizona Avenue will be severed beginning at the center line of its intersection with Harford Road and extending easterly along its center line for said distance. Access will be supplied by Balder Avenue relocation into California Avenue.

57 Putty Hill Road

800' of rehabilitation and vertical alignment adjustment at a point 120' easterly from the centerline intersection with Grove Road and extending westerly to a point 240' west of the centerline intersection with Fowler Avenue with a structure provided to carry Putty Hill Road over the Baltimore Beltway.

58 Kaufman Terrace

610' of Kaufman Terrace will be closed beginning at the centerline intersection with Belair Road and extending in a northwesterly direction along its centerline said distance to the present terminus.

59 Asbury Avenue

50' of Asbury Avenue will be closed beginning at the centerline intersection with Belair Road and extending northwesterly along its centerline said distance. A barricade and T-type turn-a-round will be provided.

60 Vernon Place

Vernon Place will be extended northwesterly from the centerline intersection with asbury Avenue to its projected intersection with Lincoln Avenue at a point 450' from the latter's intersection with Belair Road. A forty (40') foot wide right of way from the Vernon Place intersection with Asbury Road to its projected intersection with Lincoln Avenue will be provided. Roadway construction will consist of an eighteen (18') foot pavement section with six (6') foot earth shoulders and appropriate side ditch drainage.

61 Lincoln Avenue

Lincoln Avenue will be improved, generally along its existing alignment, from Vernon Place extended to Belair Road. Roadway construction will consist of a twenty-four (24') foot pavement section with standard bituminous rebuts.

62 Slade Avenue

300' of Slade Avenue will be closed beginning at the centerline intersection with Belair Road and extending in an easterly direction for said distance to the centerline intersection with Roche Avenue.

63. Rohe Avenue

450' of Rohe Avenue will be closed from the center line intersection with Slade Avenue and extending in a easterly direction said distance to the center line intersection with Gravel Avenue.

64. Gravel Avenue

1,000' of Gravel Avenue will be closed from the center line intersection with Belair Road and extending northeasterly along its center line said distance.

65. Overton Avenue

270' of Overton Avenue will be adjusted to meet the reconstruction on Belair Road beginning at the center line intersection with Belair Road and extending along its center line said distance.

65. Pear Avenue

180' of Pear Avenue will be closed beginning at the center line intersection with Gravel Avenue and extending southerly along its center line said distance.

67. Harms Avenue

450' of Harms Avenue will be closed beginning at the center line intersection with Belair Road and extending northwesterly said distance.

68. Reservoir Road

A structure is to be constructed at the location and alignment as designated by the County for a future road called Reservoir Road.

69. Trumps Mill Road

1,070' of Trumps Mill Road will be closed beginning at a point 90' southwesterly from the center line intersection with Gum Spring Road and extending along its center line said distance to a point 500' northeasterly from the center line intersection with Shady Spring Road.

70. Shady Spring Road

2,250' of Shady Spring Road will be closed beginning at the center line intersection with Trumps Mill Road and extending southerly along its center line said distance.

71 East Avenue

350' of East Avenue will be closed beginning at the centerline intersection with Shady Spring Road and extending northwesterly said distance.

72 East Avenue-Shady Spring Road Connection

East Avenue-Shady Spring Road Connection will extend from a point on East Avenue 350' from the centerline intersection with Shady Spring Road to a point 360' south of the centerline intersection of Shady Spring Road and Trumps Mill Road a distance of 785' constructed to County specification.

73 Valeria Lane

2,200' of Valeria Lane will be closed beginning 90' from the centerline intersection with Trumps Mill Road in a southeasterly direction said distance.

EXHIBIT B

STATE ROADS COMMISSION OF MARYLAND RIGHT OF WAY CROSS REFERENCE LIST OF ITEM NUMBERS TO LAND RECORD FILES

B-635-13-420

B-635-14-420

B-635-15-420

B-635-16-420

B-635-17-420

B-635-18-420

B-635-29-420

B-635-6-420

B-635-7-420

B-635-9-420

B-635-114-420

Supplemental Title Data to be furnished to County as Available

EXHIBIT B (CONTINUED)

B-635-13-14-15-420

Name	S.R.C.Item Number	Plat No.	Conveyances Recorded (Liber-Folio)
Charles Bell	37315		G.L.B. 3039/492
Herman L. Christian	37316		G.L.B. 3039/490
Walter T. Dixon	37317		G.L.B. 3111/287
Edith F. Parrish	37318		G.L.B. 3081/102
William H. Gross	37319	10686	G.L.B. 3249/100
Max Hassan	37320		G.L.B. 3060/128
Dr. Chas. E. Watts	37321	10686	G.L.B. 3046/252
Wm. L. Fowlkes	37322		G.L.B. 3046/254
Arthur S. Perttyman	37323		G.L.B. 3053/247
Minie Howard	37324		G.L.B. 3225/269
Dennis Matthews	37325		G.L.B. 3090/151
Caroline Weldon	37326		G.L.B. 3198/86
William Bethea	37327		G.L.B. 3209/353
Roland E. Harris	37328		G.L.B. 3050/253
Neshy Gillis	37329		G.L.B. 3050/249
Lawrence J. Jackson	37330		G.L.B. 3050/255
Lillie M. Jackson	37331		G.L.B. 3050/251
Horace A. Johnson	37332		G.L.B. 3083/48
Samuel D. Porpora	37333		
Hanor Development Co.	37316-A		
Stanbrook Realty Co.	39006	20386	W.J.R. 3668/507
		21880-2	
		23545-6	
		22898	
		22902	
		16621	
		16619	
Joseph Paul Schroeder	39007		
Spencer Welsh (now R.J. Cavin)	39008		
Harlan D. Cassell	39009		
Margaret Pauline Snowden	39010		
Westview Land Co.	34902	21881	
Geo. A. Crowley Jr.	32727	10631	
Ganden Costr. Co.	39737	1648-1	G.L.B. 3146/485
J. Frederick Adams	40462	20390	
Russell B. Frizzell	40463	17612	
John J. Frizzell	40464	17612	
Richard W. Frizzell	40465	17612	W.J.R. 3598/557
M. W. Frizzell	40466	17612	W.J.R. 3669/236
Frederick O. Roelecke	40467	17616	
Walter S. Frizzell	40468	17612	
Emma B. Frizzell	40469	17612	
Jos. C. Martin	40470	17612	W.J.R. 3671/254
Hugh H. Strong	40471	17612	
Chas. H. Brooks	40472	17616	
		17612	
Louis Heller	40473	17616-7	
Geo. VonSchrader	40474	17617	
Preston W. Mullineaux	40475		
Thomas E. Weidemeyer	40476		
Dorthea Gredlein	40478		
Herbert W. Walters	40477	17617	
		17622	

EXHIBIT B (CONTINUED)

B-635-14-420

Name	S.R.C.Item Number	Plat No.	Conveyances Recorded (Liber-Folio)
Garden Const. Corp., Inc.	39737	16480	G.L.B. 3146/485
J. Frederick Adams, Est.	40462	16481	
Russel B. Frizzell	40463		
John J. Frizzell	40464		
Richard W. Frizzell	40465		W.J.R. 3598/557
Maurice W. & Eliz. P. Frizzell	40466		W.J.R. 3669/236
Frederick O. Roelecke	40467		
Walter S. Frizzell	40468		
Emma B. Frizzell	40469		
James C. Martin	40470		W.J.R. 3671/254
Hugh H. Strong	40471		
Charles H. Brooks	40472		
Russell Realty	40473		
George Von Schrader	40474		
Preston Wi. Mullineaux	40475		
Thomas E. Weidemeyer	40476		
Herbert W. Walters	40477		
Dorthea Gredlein	40478		
E. Robert Clas	40479		
James Orems	40480		
Henry R. Rineour	40481		
Henry R. Rineour	40482		
Ragan M. Doub	41358	20376 to 20396 inc.	W.J.R. 3544/120
Albert Meekins	46432		
George F. Frizzell (Dec.)	46768		

EXHIBIT B (CONTINUED)

B-635-15-420

Name	S.R.C.Item Number	Plat No.	Conveyances Recorded (Liber-Folio)
Carl C. Holzapel	26463		
Ellis Realty Company	35487	10585-86	G.L.B. 2887/298
Sydney M. Friedburg	36291		
Gorn Brothers, Inc.	37051	10736-37	G.L.B. 3329/305
Gorn Brothers, Inc.	37126	10736-37	G.L.B. 3329/308
Villa Nova Annex, Inc.	39850		
Charles F. Sweitzer, Sr.	40483		
Sallie Ritenour	40484		
Thomas Boland	40485		
John J. McLaughlin	40486		
Albert J. Meekins	40487		
Albert J. Meekins	40488		
Edgar A. Smink	40489		
C. James Parrish	40490		
Charles F. Mullineaux	40491		
James E. Wallace	40492		
John E. Armstrong	40493		
John E. Armstrong	40494		
Herbert Wagner	40495		
Walter R. Weldon	40496		
Leslie W. Theise, Sr.	40497		
Norman W. Baker	40498		
William E. Harden	40499		
Charles J. Gianforte	40500		
Charles J. Gianforte	40501		
Charles J. Gianforte	40502		
Lilbourne I. Martin	40503		
Joseph S. Meredith	40404		
Robert L. Carpenter	40405		
Bernard A. Carpenter	40406		
Leslie W. Theise	40407		
E. Bankert & Sons, Inc.	40408		
Grover C. Mullineaux	40409		
Liberty Gardens Realty Co.	40410		
R. F. Waggoner	40511		
R. A. Snyder	40512		
C. W. Snyder	40513		
Albert L. Zimmerman	41359		
Shurlock Grinage	41360		
O. Granville Grinage	41361		
H. Beecher Grinage	41362		
Mildred Nicholson	41363		
Calvin Grinage	41364		
Roger W. Grinage	41365		
VanLear Redmond et al	41366		
Everett Grinage	41367		
Edwin T. Cox	41368		
Title Holding Co.	41369		
Montrey F. W. Weidemeyer	41370		
George L. Byerly	41371		
E. C. Bankert & Sons, Inc.	41372		

EXHIBIT B (CONTINUED)

B-635-15-420

Name	S.R.C.Item Number	Plat No.	Conveyances Recorded (Liber-Folio)
Joseph Tomarchio	41373		
Frederic Weiss	41374		
Henry C. Wagner	41376		W.J.R. 3536/540
Forrest L. Griffith	41375		
Mayor & City Council of Balto.	41377		
Joseph H. Atkison	41378		
James G. Murphy, Jr.	42418		
Earl R. Hough	42495		
Marston Homes, Inc.	42418-A		
Carl M. Holzapfel	46814		
Irvin Eagle	46815		
A.P.P. Rogers	46816		
Leonard E. Grove	46817		
Kenneth E. Schwinger	46818		
Ellis Realty Company	46819		
G. W. Kelloughs	46820		
Lynne Realty Company	46821		

EXHIBIT B (CONTINUED)

B-635-93-420

Name	S.R.C.Item Number	Plat No.	Conveyances Recorded (Liber-Folio)
Jacob Neuman	47270		
Mitchell Gould	47271		
Carlton Construction Co., Inc.	47272		
Thompson Trailer Company	47273		
Beauford L. Shilling	47274		
Albert Braunstein	47275		
William K. Walker	47276		
John G. Dubay	47277		
Virginia L. Spicer	47278		
Jeremiah J. O'Driscoll, Jr.	47279		
Ervin L. Mael	47280		
Morton H. Dermer	47281		
Joseph L. Harrison	47282		
Charles K. Frock	47283		
Richard M. Mechalski	47284		

EXHIBIT B (CONTINUED)

B-635-16-420

Name	S.R.C.Item Number	Plat No.	Conveyances Recorded (Liber-Folio)
Robert W. Wagers	41379		
Dr. Edwin D. Weinberg	41380		
Dr. Bertram M. Bernheim	41381		
Albert D. Hutzler	41382		
Theodore Sherbow	41383		
William Anderson, Jr.	41384		
George Gump	41385		
James A. Nichols, et al	41386		
Benjamin Herman	41387		
Barney Owings, Jr.	41388		
Lee Eiseman, Jr.	41389		
Edward Benesch	41390		
Susan C. Lipscomb et al	41391		
Albert Hutzler, Jr.	41392		
Laura F. Fringer	41393		
D. L. B. Fringer	41394		
Albert L. McGuire	41395		
Martha A. Keir	41396		
Surrey Inn, Inc.	41397		
Beatrice S. Levy	41398		
Palmer F. C. Williams	41399		
Harry G. Travers	41400		
Mayor & City Council of Balto.	41401		
Milton S. Halle	41402		
Druid Ridge Cemetery	41403		
Nelson Construction Co., Inc.	42164		
Alberta Dupont Thompson	42433		
W. M. R. R. Co.	45390		
Este K. Spector	45658		
Francis B. Frey	47300		
John E. Hoefler	47301		
George W. Lentz	47302		
William Taylor Medford	47303		
Richard Taylor	47304		
Carl C. Hauswald, Sr.	47305		
Harold L. Kropman	47306		
Donald C. Weiler	47307		
Maud Harden	47308		
William N. Broadway	47309		

SUPPLEMENTAL TITLE DATA TO BE FURNISHED TO COUNTY AS AVAILABLE.

EXHIBIT B (CONTINUED)

B-635-17-420

Name	S.R.C. Item Number	Plat No.	Conveyances Recorded (Liber-Folio)
Baltimore Hebrew Chizuk (Amuno Congregation)	32745		
Dumbarton Heights, Inc.	43982	17795-798	

SUPPLEMENTAL TITLE DATA TO BE FURNISHED TO COUNTY AS AVAILABLE.

EXHIBIT B (CONTINUED)

B-635-18-420

Name	S.R.C.Item Number	Plat No.	Conveyances Recorded (Liber-Folio)
Sydney M. Friedburg	36291		
Harry F. Bear	43725		
Charles M. Gee	47285		
Edgar Henry Rosenbloom	47286		
Adelaide G. Brown	47287		
Robert W. Johson III	47288		
Harrison Garrett	47289		
Louise B. Brooks	47290		

EXHIBIT B (CONTINUED)

B-635-29-420

Name	S.R.C. Item Number	Plat No.	Conveyances Recorded (Liber-Folio)
John Hambelton Plamer	37502	16419 & 16420	G.L.B. 3026/221
Roland Run Club, Inc.	38091	10577 & 16659	G.L.B. 3116/235
Eleanor C. Scott	35122-A	16616-18	G.L.B. 3071/59
Nancy Lee Boyce	39687		G.L.B. 3207/250
Mabel Scott Georgi	39688		G.L.B. 3203/28
J. S. Turner	27055	12826	
Jos. F. Turner & Wife	26247	10568	
Hatfield			
Cromwell Acres	27777	10642	
		10640	
		12825	
Robert W. Johnson, Jr.	35121	16754	
		16756	
		16759	
		16758	
		16755	
		16757	
		10700	
		10699	
		10639	
		10698	
		16753	
		16751	
		16750	
Balto. Gas & Elec. Co.	47181		
Northern Central R. R. (Pa. R.R.)	47182		

EXHIBIT B (CONTINUED)

B-635-81-420

Name	S.R.C.Item Number	Plat No.	Conveyances Recorded (Liber-Folio)
William F. Johnson	35120		
Robert W. Johnson, Jr.	35121		Condemnation Case
Eleanor C. Scott	35122		G.L.B. 2831/54
William Fell Johnson	37141		
Northern Central R. R. (P.R.R.)	46741		

EXHIBIT B (CONTINUED)

B-635-6-420

Name	S.R.C.Item Number	Plat No.	Conveyances Recorded (Liber-Folio)
John O. Frederick, Sr.	34207		G.L.B. 3081/348
John O. Frederick, Jr.	34208		G.L.B. 3081/351
Thomas J. Winebarger	34209		G.L.B. 3094/184
George Over	34210		W.J.R. 3631/283
James R. Phipps	34211		G.L.B. 3191/551
William Chalk	34212		
Ida F. Baseman	34213		
Elmer T. English	34214		G.L.B. 3149/499
Edward T. Emge	34229		
George Hooper	34230		G.L.B. 3166/309
Bruce E. Hangarther	34231		
Andrew Muth	34232		W.J.R. 3587/307
Maurice M. Englehard	34233		
William M. Robinson	34234		
Andreas Biel	34235		
Charles A. Biel, Sr.	34236		
Charles S. Gagliano, Jr.	34237		G.L.B. 3271/481
Metropolitan Savings Bank of Baltimore			G.L.B. 3253/348
Trustees of Arnolia Methodist Church	34399		
Roland S. Marshall, Sr.	35129		G.L.B. 2806/446
Dr. Hammond J. Dugan	27281		
Norris M. Ward			
Union Federal Savings & Loan Ass'n	34212-A		
John R. Bucher, Jr.	39991		G.L.B. 3145/1
Dennis P. Murphy	39992	10608	W.J.R. 3677/357
		21237	
Walter G. Harris	34231-A		G.L.B. 3110/214
			G.L.B. 3155/7
James R. Phipps	34211-A		G.L.B. 3191/553
Sarah L. Burton (Mrs.)	41039		
Earl F. Canapp	41040		
Henry R. Crompf	41041		
Helen Umberly (Mrs.)	41042		
John Franklin & Sons	41043		
Clara B. Del (Mrs.)	41044		
Russell E. Kelly	41045		
Roland Voelkel	41046		
Herman E. Gilland	41238		W.J.R. 3472/581
Metropolitan Savings Bank	34237-A		
William Randall	42425		W.J.R. 3486/573
William E. Burman	42596		
Harry E. Luckabaugh	42690		
Maurice H. Archer	43204		W.J.R. 3536/72
Micholas C. Manos (B-635-7)	43205		W.J.R. 3512/573
Robert A. Fisher (Sec. 7)	43788		Condemnation Case
	43785		
Jacob C. & Charles D. Wilhelm	43843		W.J.R. 3539/262

SUPPLEMENTAL TITLE DATA TO BE FURNISHED TO COUNTY AS AVAILABLE.

EXHIBIT B (CONTINUED)

B-635-6-420

Name	S.R.C. Item Number	Plat No.	Conveyances Recorded (Liber-Folio)
Bertha L. Dean	43964		W.J.R. 3660/339
Harry R. Nesbitt	44441		
Sophie Smith (Widow)	44782		
Carl W. Detar	44783		W.J.R. 3593/396
Baltimore County	44971		
Board of Education-Balto.Co.	44972		
Wilmer H. Faith	44973		
Johanna C. Gross	44974		
Missouri Reality, Inc. (Victor Posner)	44975		
Security Mortgage Co.			
Coleman T. Parks, Sr.	44976		
Leon J. Soltysiak	44977		
Martin Winder	44978		
Eli B. Wood	44979	21237	W.J.R. 3611/381
Now Charles J. Helms			
Bob Holding Corp.	45249		
Mathias P. Monson	45250		
Most Rev.Michael J. Curley	45396		
Bertha M. Fleetwood	45828		
Otto C. Steifel	45829		
Harry L. Shaffer, Jr.	46115		
Evelyn K. Pazourek	46116		
Annie F. Stein (Widow)	46238		
Henry J. Weber, et al	46239		
Sophia Quatmann	46247		
Oliver Babikow	46248		
John P. Bucheit	46471		
William A. Hartman	46472		
John Koch	46473		
Henry M. Johnson	46510		
Harold R. Wall	46511		
William A. Swope	46512		
Albert W. Wheeler	46527		
Russell H. Seifert	46528		
Gunnar Kryger	46567		
Hugh S. Thompson and Charles F. Stein	44783-A		
Trustees of Benjamin Benz Est.			
David R. Brady	46931		
Albert F. DeFontes	47227		
Raffael Mantegna	47228		
Joseph H. Panchision	47229		
August H. Dohrmann, Jr.	47247		
George M. Whitmore	47248		
Edna K. Fuhrman (Widow)	47249		
Adrian Ross	47250		
Bartholomew A. Hartwell	47251		
Alfred L. Forthman	47252		
Leon Edwardson	47253		
Raymond J. Hellman	47254		

EXHIBIT B (CONTINUED)

B-635-6-420

Name	S.R.C. Item Number	PlatoNo.	Conveyances Recorded (Liber-Folio)
Albert F. X. Lepore	47255		
Martin E. Raysinger	47256		
Craig K. Gardner	47257		
Eugene J. Schwanebeck	47258		
George Kuhn	47259		
Reginald H. Wilkens	47260		
Leonard Miklaszewicz	47261		
David W. Dalls, Jr.	47262		
Richard D. Ayres	47292		
Leonard S. Hoen	47293		
Anthony Famularo	47294		

EXHIBIT B (CONTINUED)

B-635-7-420

Name	S.R.C. Item Number	Plat No.	Conveyances Recorded (Liber-Folio)
Liberty Investment Co.	33732		
Devos Home Building Co.	34386		G.L.B. 3366/90
George I. Porsch	38399		G.L.B. 3110/336
Agating Capizzi	39500		G.L.B. 3145/521
William R. & Mildred N. Wann	41853		G.L.B. 3400/525
Pietro Pini	41946		G.L.B. 3361/430
Elizabeth N. Green	41947		G.L.B. 3443/147
Irene E. Marlowe	41948		G.L.B. 3440/317
James E. Bills	42298		W.J.R. 3463/143
John Edward Whittie	42299		G.L.B. 3435/69
George L. Bohanan, Jr.	42300		G.L.B. 3415/373
John G. Hancock	42422		W.J.R. 3500/90
Hilda R. E. Bishop	42597		W.J.R. 3462/1
Henry J. Gulpin	42676		W.J.R. 3462/335
Leo F. Heckel	43035		W.J.R. 3424/70
Horace W. Bacon	43118		W.J.R. 3513/562
C & P Telephone Co. (Hughes Memorial Presby. Church	43140		W.J.R. 3484/482
George G. Fisher	43206		W.J.R. 3561/482
Ethel M. Willet (Widow)	43207		
Co. Commissioners-Balto.Co.	43527		
Hanna B. Bright, et al	43528		
Carlton S. Riley	43529		
June Realty, Inc.	43530		
Herbert Wilson Sherman	43531		
Joseph F. Martin	43669		
Charles Stiegler	43686		W.J.R. 3637/478
Frederick Wolf	43687		
Henry Maenner	43688		W.J.R. 3461/481
George E. Harms	43731		W.J.R. 3499/557
Joseph C. Barnickel	43779		
George W. Burkert	43780		
Edgar L. Miller	43781		
Michael J. O'Rourke	43782		W.J.R. 3601/242
Harry L. Schultz	43783		
Albert J. Groshans	43784		W.J.R. 3559/126
Wayne E. Wissman	43970		W.J.R. 3555/473
William A. Kirkendall	44122		
Christian C. Staines	44123		W.J.R. 3488/599
Charles C. Freeland & Sons	44124		W.J.R. 3623/285
Elsie V. McDonough	44125		W.JRR. 3492/146
Harry L. Males	44126		W.J.R. 3550/500
George F. Bissel	44127		W.J.R. 3652/230
Forrest F. Gesswein	44128		W.J.R. 3496/564
Lucy M. Slaysman	44442		W.J.R. 3644/459
William F. Rains	44443		W.J.R. 3487/422
Ross Wetal Fitch	44451		W.J.R. 3549/151
Savings Bank of Balto.(Revision)	42299-A		W.J.R. 3493/397
			W.J.R. 3493/397
Savings Bank of Balto.(Revision)	42300-A		W.J.R. 3493/399

EXHIBIT B (CONTINUED)

B-635-7-420

Name	S.R.C. Item Number	Plat No.	Conveyances Recorded (Liber-Folio)
John D. Baumgardiner	44784		
Howard H. Callis, Jr.	44785		
Joseph L. A. Willingham	44786		
Donald A. Shannan	44787		
Curtis E. Weikert	44788		
H. Webster Hurst, Sr.	44789		
Sidney Solomon	44790		
Frances C. McSweeney	44839		W.J.R. 3595/263
Thomas H. Gaskins	44840		W.J.R. 3624/473
Frank P. Ragonese	44841		
Dorothy O.(Wilkinson)Rousseau	45069		
Dorothy O.(Wilkinson)Rousseau	45070		
Russell L. Smich	45071		W.J.R. 3635/393
William S. Poteet	45072		
James E. Williams	45185		
Franklin J. Barry	45186		
Watson M. Williams	45187		
William E. Hubbard	45188		
City Baking Company	45251		
Glen V. Corkrell	45252		
Frank J. Draayer	45253		
Margaret Eisel	45254		
Walter J. Sperl	45255		
Walter J. Sperl	45256		
Martin W. Maylan	45257		
Edgar L. Sperl	45258		
John Sperl	45259		
Alice V. Miller	45260		
Charles J. Kirchner	45261		
James Magness, Sr. (Now Scharnagle ME)	45262		
John F. Suess	45263		
Joseph A. Chyba	45264		
Allan H. Kunkel	45265		
George J. Kahl	45266		
Lilly C. High	45267		
Stanley Realty Co.	45271		
Carrol T. Scott	45348		W.JR. 3618/517
Horace W. Bacon	43118-A		W.J.R.3513/564
Clara M. Smith	45391		
J. Clifton Kidd	45392		
Joseph E. Krastel	45393		
Joseph M. Rohe	45394		
Catherine M. Wolfram	45395		
Dora E. Wilkinson	45641		
George W. Reilly	45706		W.J.R. 3570/262
Frank J. Reilly	45707		W.J.R. 3591/53
Charles W. Sill	45708		W.J.R. 3688/54

EXHIBIT B (CONTINUED)

B-635-7-420

Name	S.R.C.Item Number	Plat No.	Conveyances Recorded (Liber-Folio)
Fradkin Bros. Dept.	45748		
Jens M. Mikkelsen	45880		
Mary Sorbello	45881		
Royal Bldg. & Loan Assoc.	42597-A		
John J. Hanlon	46009		
William H. Jones	46010		
Andrew S. Beck	46011		W.J.R. 3688/61
Leroy H. Grubert	46012		
Irwin F. Horn	46013		
Henry G. Quatman	46014		
National Housing Co., Inc.	46015		
John P. Wever	46024		
Harry Goldberg	46072		
John T. Eck, est.	46073		
Michael J. Wolf, Jr.	46074		
Frank Pilch	46075		
William G. Schubert, Sr.	46076		
Louis M. Taylor	46165		
Andrew D. Campbell	46166		
Peter Biel	46167		
Charles J. Huth	46168		
Herman F. Haras	46169		
Michael Trageser	46170		
Ross W. Fitch	46312		
William E. Babikow, Jr.	46313		
Co. Commissioners of Balto.Co.	46357		
Valentine Winkler	46358		
Albert M. Dunn	46283		
Baltimore Co. Co. Commissioners	46242		
Co. Commissioners of Balto.Co.	46450		
Frederick C. Schmidt	46451		
Ernest A. Kurrle	46452		
Ernest A. Kurrle et al	46453		
Co. Commissioners of Balto. Co.	46454		
Joseph Krebs	46455		
William L. Eichhorn	46456		
Thomas M. Eckert	46457		
G. William Bursick	46501		
Charles J. Alsruhe	46502		
Malcolm J. Barlow	46503		
Robert K. Speake	46568		
Frank M. Dietzel	46569		
Daniel P. Hough	46570		
George C. Fischer	46574		
Dwight Pangborn	46575		
Michael J. Sledz	45707-A		W.J.R. 3677/90
Cecil J. Lambert	46840		
John B. Reid	46841		
Michael J. Sledz	45706-A		W.J.R. 3677/90
Louise C. Buehler & Alex.Baliko	47026		
Lillian C. Kauffman	47224		
Leonard J. Green	47225		
B. Herbert Howes	46226		

EXHIBIT B (CONTINUED)

B-635-9-415

Name	S.R.C.Item Number	Plat No.	Conveyances Recorded (Liber-Folio)
William & Annie Katz	29696	10589	G.L.B. 2647/296
Frederick Forster	34220		G.L.B. 3179/448
Richard E. Seabrease	34221		G.L.B. 2877/138
Chas. W. & Anna W. Neimiller	34222		G.L.B. 2923/367
Arthur T. Smith, Jr.	35232		
Thomas Rohe	35297		
Clarence W. Laudenklos	35298	10658	G.L.B. 2997/479
Philip Weaver	35299		
William Bell	35300		G.L.B. 3423/110
Anna B. Bell	35301		G.L.B. 3423/112
Charles H. Tine	35302		G.L.B. 3435/415
Fred H. Hess	35303		G.L.B. 3425/635
John A. Tine	35304		G.L.B. 3421/550
			G.L.B. 3424/180
Guarantee Title Holding Co. (William J. Seward)	35315		
Baltimore & Ohio R.R. Co.	35644		
Victor G. Fruhling	36135		G.L.B. 2889/365
Robert E. Fitch	36136		G.L.B. 2884/87
Ralph L. Krick	36137		G.L.B. 2885/184
Robb G. Sills	36146		G.L.B. 2960/343
William A. Lenz	36147		G.L.B. 3112/98
Chester C. Trivett	36231		G.L.B. 3119/228
Jesse S. Hance	36232	10657	G.L.B. 3050/526
Louis Sipple, Jr.	36233	10659-660	W.J.R. 3687/200
		19377	
		17373	
Marion Gerhold	36234		G.L.B. 3091/195
Philip Deigert, Sr.	36235		Condemnation Case
Jerry N. Paxton	36283		G.L.B. 2951/501
Frank J. Pletka	36284		W.J.R. 3681/603
Theodore Hoffeld	36285	10662-63	G.L.B. 3006/105
N. Dale Anderson	36286	10659	W.J.R. 3600/121
Albert V. Williams	36289	10660	
Charles J. Volz	36290		
Earl M. Isenhowr	36303	10673	G.L.B. 3423/664
Emory J. Pscherer	36304		
Andrew Amos	37127		G.L.B. 3246/86
Title Holding Co.	37128		
Charles Herpel	37129		
John E. Bohlen	37130		
Douglas D. Shaffer	37131		G.L.B. 3114/138
Mirko Kopaytic	37132		G.L.B. 2966/562
Hugh Biddison	37133		G.L.B. 3279/368
William H. Ogier	37134		
Charles J. Volz	36290		
George B. Ogier	37135		G.L.B. 3165/378
Joseph Warczynski	37136	10663	G.L.B. 2960/163
		14881	

EXHIBIT B (CONTINUED)

B-635-9-415

Name	S.R.C.Item Number	Plat No.	Conveyances Recorded (Liber-Folio)
Adolph F. Dietz	37137		G.L.B. 3004/289
Frederick William Marx	37138		
John Frederick Volz	37139	21198 21565 10672	W.J.R. 3688/56
Charles R. Gross	37140	19866	W.J.R. 3531/184
Katherine E. Evering	37173	10673	G.L.B. 3279/365
George A. Evering	37174		G.L.B. 3322/14
Howard S. Everngam	37199		Condemnation Case
William H. Everngam	37206		Condemnation Case
Raymond Helminick et al	29697-A	10589	G.L.B. 2916/370
William G. Parker	37334		
Max R. Clawson	37335		G.L.B. 2958/55
Herbert A. Bush	37344	10656	G.L.B. 3219/527 W.J.R. 3475/198
Charles R. Gross	37140		

SUPPLEMENTAL TITLE DATA TO BE FURNISHED TO COUNTY AS AVAILABLE.

EXHIBIT B CONTINUED

B-635-9-415 & 420

Name	S.R.C. Item Number	Plat No.	Conveyances Recorded (Liber-Folio)
Charles Worthington et al	37349	10657	G.L.B. 3219/527 W.J.R. 3475/271
Woodrow W. Wilson	37421		W.J.R. 3559/30
Emory J. Pscherer	36304-A		
Elmer F & Helen A. Burkhardt	35297-A		
John & Elizabeth Rohe	35297-B		
John C. & Irene Kelly, Jr.	35297-C		
John & Mildred Dempsey, Jr.	35297-D		
Paul E & Ruth A. Woodfill	35297-E		
Susquehanna Transmission	39733		
Gas & Electric Company	39734		
Guarantee Title Holding Co. (Gardens of Faith Cemetery)	40036		
James H. Winterstein	42096		G.L.B. 3448/419
Charles F. Naff	42097		G.L.B. 3444/513
Anna H. Worthington	42098		Condemnation Case
Guy L. Hichew	42099		G.L.B. 3425/469
William A. Lenz	42100		G.L.B. 3454/307
Christina Sparr	42101		G.L.B. 3435/371
Dolores Higgens	42102		G.L.B. 3435/349
Bernard J. Chell	42103		W.J.R. 3464/302
Frederick J. Gerst	42104		W.J.R. 3528/143
John Gerst	42105		W.J.R. 3621/225
Zora B. Gerst	42106		W.J.R. 3615/106
Henry J. Manzke	42107		G.L.B. 3437/306
Ray W. Michael	42108		W.J.R. 3461/53
J. Henry Hefner	42109		G.L.B. 3441/203
Carlisle Mitcherling	42110		
A. Amereihn & Co.	42111		
Joseph Walshinsky	42112		W.J.R. 3475/397
Adam W. Scepaniak	42113		
Katie A. Davis	42114	18091	W.J.R. 3534/606
Fullerton Supply Co., Inc.	42115		W.J.R. 3491/13
Charles E. Bell, Jr.	42116		
Jesse J. Hance	42414		
Carl M. Knobel	42598	21177	W.J.R. 3678/397
Clarance Brickley	26451-A	21182	
Elmer F. Burkardt	44588		
John Rohe	44589		
Paul E. Woodfill	44590		
Baltimore Gas & Electric Co. (Susquehanna Trans. Line)	44956		
Joseph F. Warczynski, Jr.	45067		W.J.R. 3638/114
Louis W. Hoffeld	45402		W.J.R. 3603/458
Jerry N. Paxton	45403		W.J.R. 3633/77
Joseph J. Litz, Sr.			
Elmer William Fitch			
John G. Gilley			
John G. Wolf			
Walter Srnee			
Mary J. Hoffeld			
J. F. Volz			

FED. ROAD DIV. NO.	STATE	FED. AID PROJ. NO.	SHEET NO.	TOTAL SHEETS
2	MD.	I 695-6(60)36	1	36

INDEX OF SHEETS

STATE OF MARYLAND
STATE ROADS COMMISSION

PLAN AND PROFILE OF PROPOSED
STATE HIGHWAY

FEDERAL AID PROJECT NO. I 695-6(60)36

INTERSTATE ROUTE 695-BALTIMORE BELTWAY

OLD COURT ROAD RELOCATION

CONTRACT B635-93-420

INDEX OF FIELD BOOKS

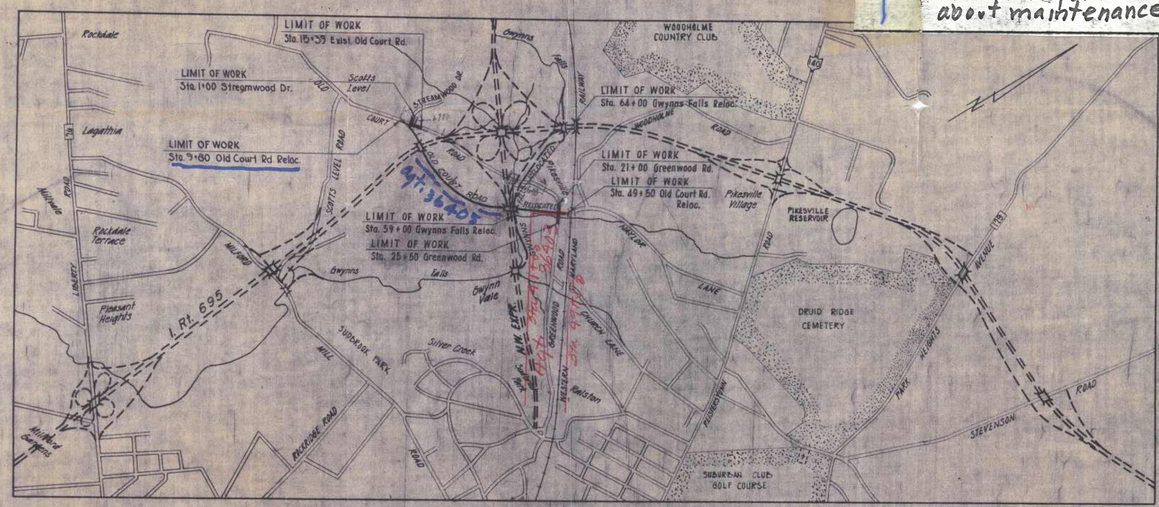
Alignment	Topography	Cross Sections	Miscellaneous
11837	11837	11837	12045
11838	11838	11838	12088
12045	12045	12045	12287
12088	12089	12088	
12089	15688	12089	
12288		12288	
13688			

Note - Old Court Rd. Relocation Sta 41+00 to Aq+00 constructed by SRC and paid for by Baltimore County under agreement dated April 21, 1961. Upon completion County at own cost and maintain as part of its own road system at its own expense. (See File 36403)

RED

BLUE

Agt. April 21, 1961 (Secy. File 36405 - County transfers Old Court Road - ≈700 feet beg. 600' N.E. of intersection with Gwynn Falls and extending from this point southwesterly along its ℄ for said distance. Old Court Road will be relocated (See Item 24, Page 10 of Exhibit A of Agt.) SRC constructed the relocation including bridge over N.W. Expr. and Gwynns Falls at SRC expense - agreement says nothing about maintenance.



Equalities
10+58.01 Existing Old Court Rd. Back = 9+48.44 Old Court Rd. Reloc. Ahead
49+39.10 ℄ Construction O.C.R. BK. = 49+42.11 ℄ Survey OCR Ahead

LOCATION PLAN

SCALE
0 1000 2000 3000 4000 5000 FEET
0 1/4 1/2 3/4 1 MILE

SOIL LEGEND

A-4-7 SILT	A-4-7 SANDY-SILT
MICA, DIATOMS & SALT	CLAY-SILT

PLAN LOCATION OF SOIL BORING

GEODETIC CONTROL - INTERSTATE HIGHWAY SYSTEM

1. This project is oriented to conform to the State of Maryland Plane Coordinate System.
2. All elevations shown are based on U.S.C. & G.S. mean sea level datum of 1929.

RIGHT OF WAY

Right of Way Lines shown on these plans do not include easements; they are for assistance in interpreting the plans; these lines do not represent the official property acquisition lines. For offical fee right of way and easement information, see appropriate right of way plat or plats.

LEGEND OF ABBREVIATIONS

S.E. — Superelevation
G.L. — Grading Line
P.G. — Profile Grade
Lt. — Left
Rt. — Right
RSD — Right Side Ditch
LSD — Left Side Ditch
RSDD — Right Surface Drain Ditch
LSDD — Left Surface Drain Ditch
OCR — Old Court Road
(B) — Buildings to be Removed

PAVING SYMBOLS

NEW BITUMINOUS PAVING

NEW CONCRETE PAVING

CONVENTIONAL SIGNS

STATE AND NATIONAL LINE
COUNTY LINE
CITY OR VILLAGE
GUARD RAIL / FENCE LINE
UNFENCED PROPERTY
RIGHT OF WAY LINE
TRAVELED WAY
RAILROADS
BASE OR SURVEY LINE — 31 +50 32
CULVERTS
RETAINING WALL
DROP INLET
TROLLEY POLE
POWER POLE
TELEPHONE OR TELEGRAPH POLE
MARSH
HEDGE
GROUND ELEVATION — DATUM LINE 123.6
GRADE ELEVATION — DATUM LINE 270.2

FOR DETAILS OF CULVERTS, ETC. SEE STANDARD SHEET.
STATE SPECIFICATIONS AND STANDARD PLANS ON FILE IN BUREAU OF PUBLIC ROADS.

DESIGN SPEED - 40 Miles Per Hour

OLD COURT RD. RELOCATED

DESIGN CONTROLS

	1960	1975 (EST.)
A.D.T.	2219	4700
D.H.V.	180	400
D.	65%	65%
T.-ADT	6%	6%
T.-DHV	3%	3%
V.	40 mph	40 mph

REVISIONS

Index of Sheets - Sheet 3-A added (9-29-60)

MILEAGE:

Old Court Road Relocation	0.150 Miles
Existing Old Court Road	0.039 Miles
Streamwood Drive	0.028 Miles
Greenwood Drive	0.085 Miles
Shamrock Lane	0.012 Miles

LOCATED IN BALTIMORE COUNTY

Prepared by:
MICHAEL BAKER JR.,
CONSULTING ENGINEERS
Michael Baker Jr.

REVIEWED AND APPROVAL RECOMMENDED
Hugh W. Downs 8/25/60
ENGINEER OF ROAD DESIGN

APPROVAL RECOMMENDED
Robert Bolanus 8/25/60
DIRECTOR OF HIGHWAY CONSTRUCTION

APPROVED
D. H. Fisher 8/25/60
CHIEF ENGINEER, STATE ROADS COMMISSION

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

APPROVED:

DISTRICT ENGINEER — DATE

Mr Carroll

State Roads Commission
TRAFFIC DIVISION

MAR 28 1961

Geo. N. Lewis, Jr.
Director

MD 134
RUXTON RD

March 27, 1961

Contract B-713-3-420
Maryland 134 at Ruxton

Mr. Albert Kaltenbach
Director of Public Works
Department of Public Works
County Office Building
Towson 4, Maryland

Dear Mr. Kaltenbach:

This is to advise that the reconstruction of the bridge over the Pennsylvania Railroad has been completed and accepted by the State Roads Commission, which was the final phase of work to be done on the Ruxton Road and then to be turned over to Baltimore County, in accordance with an agreement made on January 6, 1959 and signed by all of the proper officials. At that time Mr. Funk was Director of Public Works and Mr. Christian H. Kahl, Executive Officer. This agreement states as follows:

MD 134
PART OF
CONTROL SECTION
3-68

"WHEREAS, It is the agreement and understanding of the Commission and the Executive Officer that the said Ruxton Road, after the completion of the Baltimore Beltway at said point will have very little value to through traffic or to the State Highway System, to the end that the responsibility for the maintenance and care of said road be transferred to the said Executive Officer. Therefore, the parties promise and agree, in consideration of the mutual covenants contained herein, that upon completion of the following items of improvement and alteration, that the Executive Officer shall be fully and completely responsible for said maintenance to the end that the Commission is hereby relieved and released from any and all responsibility for the maintenance of said road as stipulated above."

1.32 MILES

The agreement further stipulated that the Commission would agree to do the following before turning over to the County:

1. Rebuild the storm damaged culvert at Roland Run.

2. Widen and rebuild the superstructure and any necessary substructure of the bridge over the Northern Central Branch of the Pennsylvania Railroad at Ruxton.

3. Resurface the entire length of Ruxton Road from Bellona Avenue to Falls Road with asphaltic concrete, using the necessary leveling course and a 2" surface course.

4. Acquire the necessary right of way for the relocation of the Roland Run culvert. No additional right of way will be acquired.

As all of the above items have been completed in accordance with the agreement, I am suggesting that you take over this portion of the Ruxton Road for maintenance as of April 1, 1961.

By a copy of this letter to Mr. George N. Lewis, Jr., Chief of our Bureau of Traffic, will be his authority to set up this mileage in the County system.

Very truly yours,

E. C. Chaney
District Engineer

ECC:ke

cc: Mr. Charles Heinmuller
Mr. Geo. N. Lewis, Jr.

EXCERPT FROM MINUTES OF MEETING OF THE STATE ROADS COMMISSION
WEDNESDAY, FEBRUARY 15, 1961

***

NEW PATAPSCO RIVER BRIDGE
NAMED THOMAS HARRY RILEY BRIDGE

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

WHEREAS, the late THOMAS HARRY RILEY, Traffic Analyst of the Baltimore News-Post and a member of the Maryland Traffic Safety Commission, during his life time rendered outstanding and lasting services to the cause of safety and improved traffic conditions in the City of Baltimore as well as throughout the State of Maryland, and

WHEREAS, in view of the many services rendered, not only to the people of Maryland, but to the travelling public in general, it would seem only fitting that a permanent memorial be established commemorating these services, and

WHEREAS, the Safety First Club of Maryland, pursuant to a Resolution duly adopted, has requested that a Maryland highway, road, bridge or similar project be formally named for the said Thomas Harry Riley, and

WHEREAS, the Counties of Baltimore and Anne Arundel have expressed a desire that public recognition be given for the outstanding services rendered by the said Thomas Harry Riley.

NOW, THEREFORE, BE IT RESOLVED: That the State Roads Commission of Maryland, pursuant to authority conferred upon it by the General Assembly of Maryland, and in honor of the outstanding services rendered, does hereby name and designate the new Hammonds Ferry Road Bridge at Wades Crossing of the Patapsco River, the Thomas Harry Riley Bridge, and

BE IT FURTHER RESOLVED, that copies of this Resolution be forwarded to the family of the late Thomas Harry Riley, the Safety First Club of Maryland, Inc., to the County Executive for Baltimore County and to the President of the County Commissioners for Anne Arundel County.

BALTIMORE COUNTY

Copy: Family of the late Thomas Harry Riley
Safety First Club of Maryland, Inc.
Mr. Christian H. Kahl
Mr. Frank W. Wilde
Mr. A. S. Gordon (2)
Mr. Wm. Jabine III
Mr. D. H. Fisher
Mr. W. C. Hopkins
Mr. C. A. Goldsleen
Mr. G. B. Chaires
Mr. E. C. Chaney (2)
Mr. L. R. McCarl (2)
Mr. R. J. Hajeyk
Mr. H. C. Bowers
Mr. C. L. Wannen
Mr. C. E. Beason
SEC-Baltimore County
Mr. E. F. Gleason
Mr. J. E. Gerick
Mr. Charles Lee
Mr. A. L. Grubb (4)
Mr. H. G. Downs (4)
Mr. E. K. Lloyd
Mr. M. D. Philpot (2)
Mr. C. S. Linville
Mr. F. P. Scrivener
Mr. L. S. Pfarr
Mr. F. V. Dreyer
Mr. W. A. Friend
Mr. G. W. Lewis, Jr. (8)
Mr. L. C. Moser (2)
Mr. J. D. Buscher
Mr. W. B. Duckett
Mr. Allan Lee
SEC-Name Designations
SEC-Anne Arundel County

Mr. Cassell

Copy: Mr. D. H. Fisher
Mr. W. E. Woodford, Jr. (2)
Mr. W. C. Hopkins
Mr. C. A. Goldeisen
Mr. C. S. Linville
Mr. E. C. Chaney (2)
Mr. S. T. Nottingham
Mr. G. N. Lewis, Jr. (8)
Mr. G. B. Chaires
Mr. H. G. Downs (4)
Mr. H. C. Bowers
Mr. L. C. Moser (2)
Mr. C. L. Wannen
Mr. F. P. Scrivener
Baltimore County (3)
Secretary's File #34976
SRC-Baltimore County

MEMORANDUM OF ACTION OF STATE ROADS COMMISSION OF MARYLAND
BY CHAIRMAN AND DIRECTOR JOHN B. FUNK
TUESDAY, JANUARY 17, 1961
* * *

As recommended by Administration Division Acting Chief Woodford in letter of January 3, 1961, Chairman and Director Funk confirmed prior execution of duplicate copies of supplemental agreement dated December 16, 1960, by and between the State Roads Commission of Maryland, party of the first part, and Baltimore County, Maryland, party of the second part, wherein the parties thereto mutually agree that the supervision and inspection of construction required in connection with agreement between the same parties dated August 30, 1960, relative to relocated Padonia Road, shall be performed by The Wilson T. Ballard Company, Consulting Engineers, Baltimore, Maryland, and that in all other respects the terms and conditions of said agreement of August 30, 1960, shall remain in full force and effect.

The said supplemental agreement had previously been executed on the part of Baltimore County, recommended for approval by Chief Engineer Fisher and approved as to form and legal sufficiency by Special Attorney C. C. Seymour.

Mr Cassell

Copy: Mr. A. S. Gordon
Mr. D. H. Fisher
Mr. L. C. Mosher
Mr. R. J. Hajzyk
Mr. C. L. Wannen
Mr. G. N. Lewis, Jr.
Mr. F. W. Dreyer,
Mr. H. B. Felter,
Mr. J. D. Buscher,
Secretary's File
SRC-Baltimore County
Contract B-718-420

MEMORANDUM OF ACTION OF STATE ROADS COMMISSION OF MARYLAND
BY CHAIRMAN AND DIRECTOR JOHN B. FUNK
WEDNESDAY, DECEMBER 14, 1960

Chairman and Director Funk approved recommendation of Right of Way Division, Chief Moser, in letter of December 6, 1960, concurred in by Chief Engineer Fisher, Location, Design, and Traffic Bureau, that emergency access be provided from Perring Parkway to the Baltimore Gas and Electric Company property in the vicinity of Station 267+30, and that a 30-foot entrance be provided under the proposed bridge over the Gunpowder River to permit access from Harford Road to property on the north side of the proposed Perring Parkway R/W File 47827, Contract B-718-420.

BALTIMORE COUNTY

See minutes of SRC dated 7/6/60

Copy: Mr. A. S. Gordon
Mr. D. H. Fisher
Mr. W. E. Woodford, Jr.
Mr. E. J. Bajzyk
Mr. W. C. Hopkins
Mr. C. A. Goldeisen
Mr. G. B. Chaires
Mr. F. P. Scrivener
Mr. L. C. Moser
Mr. G. N. Lewis, Jr.
Mr. C. L. Wennen
Mr. A. L. Grubb
Mr. W. A. Friend
Mr. E. K. Lloyd
Mr. H. C. Bowers
Mr. F. V. Dreyer
Mr. Charles Lee
Mr. M. D. Philpot
Mr. J. E. Gerick
Records & Research Section, R/W Div.
Baltimore County
Mr. H. G. Downs
Mr. E. C. Chaney
SRC-Baltimore County

Please destroy all copies of excerpt from Minutes of Meeting of the State Roads Commission, Friday, December 23, 1960--resolution deleting from the "Yellow Book,"

"1. Maryland Route 165 from Baldwin to the Harford County Line, a distance of 1.40 miles," etc.,

inasmuch as Planning and Programming Division now finds it had previously recommended such deletion in a resolution which was adopted by the Commission at its meeting September 21, 1960.

Taken care of
1-10-61

Mr. Cassell

MEMORANDUM OF ACTION OF STATE ROADS COMMISSION OF MARYLAND
BY CHAIRMAN AND DIRECTOR JOHN B. FUNK
FRIDAY, SEPTEMBER 16, 1960

* * *

Chairman and Director Funk executed agreement in duplicate dated September 16, 1960, by and between the Western Maryland Railway Company, therein sometimes called "Railway," and the State Roads Commission of Maryland, acting for and in behalf of the State of Maryland, therein sometimes called "Commission," covering construction of the Baltimore Beltway underpass structure at the Western Maryland Railway at Railway Station 421+45.90, being the same as the Commission's Station 339+51.07, in the vicinity of Pikesville, Baltimore County, Maryland, wherein the Railway, insofar as it has a legal right and its present title permits, grants, subject to the terms, limitations and agreements therein set forth, unto the Commission, the right, liberty and privilege of constructing, establishing, maintaining and renewing a new bridge and highway approaches to and across the single track and right of way of the Railway at the aforementioned location, subject to the conditions more fully set forth therein.

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

BALTIMORE COUNTY

Copy: Mr. D. H. Fisher
Mr. W. C. Hopkins
Mr. C. A. Goldeisen
Mr. C. L. Wannen
Mr. H. C. Bowers
Mr. A. L. Grubb (4)
Mr. H. G. Downs (4)
Mr. M. D. Philpot (2)
Mr. C. S. Linville
Mr. L. C. Moser (2)
Mr. G. N. Lewis, Jr. (8)
Mr. E. C. Chaney (2)
Baltimore County
Secretary's File
SRC-Baltimore County
Contract B-635-70-420; FAP#IG-695-6(56)37

MEMORANDUM OF ACTION OF STATE BOARD OF DIRECTORS OF MARYLAND
BY CHARLES F. ... SECRETARY JAMES E. TUCK
FRIDAY, DECEMBER 16, 1960

* * *

Chairman and Director Funk executed agreements in duplicate dated December 16, 1960, by and between the Western Maryland Railway Company, therein sometimes called "Railway," and the State Roads Commission of Maryland, acting for and in behalf of the State of Maryland, therein sometimes called "Commission," covering construction of the Relocated Railway underpass structure at the Western Maryland Railway Station 621+43.70, being the same as the Commission's station 339+31.07, in the vicinity of Pikesville, Baltimore County, Maryland, wherein the Railway, insofar as it has a legal right and its present title permits, grants, subject to its terms, limitations and appurtenances hereinafter set forth, unto the Commission, the right, liberty and privilege of constructing, maintaining, maintaining and removing a new bridge and highway approaches to and across the single track and right of way of the Railway at the aforementioned location, subject to the conditions more fully set forth therein.

The said agreements had previously been executed by the Railway, approved for execution by Chief Engineer Fisher and as to form and legal sufficiency by Special Attorney Sevmour.

Copy: Mr. G. H. Fisher
Mr. T. C. Hopkins
Mr. G. A. Goldstein
Mr. C. L. Vernon
Mr. H. E. Bowers
Mr. A. L. Crubb (4)
Mr. H. G. Downs (4)
Mr. R. O. Whitney (2)
Mr. C. E. Linville
Mr. L. C. Moser (2)
Mr. C. H. Lewis, Jr. (8)
Mr. R. C. Chaney (2)
Baltimore County
Secretary's File
Bar-Baltimore County
Contract B-625-70-620; Parcels-625-6(56)32

Mr Cassell

Ent In Min Book 9-26-74

E. C. CHANEY
DISTRICT ENGINEER

STATE OF MARYLAND
STATE ROADS COMMISSION
300 WEST PRESTON STREET
BALTIMORE 1, MD.
MAILING ADDRESS – P. O. BOX 717, BALTIMORE, MD. 21203)

OFFICE OF THE DISTRICT ENGINEER
FALLS & JOPPA ROADS
BROOKLANDVILLE, MARYLAND

July 22, 1965

Min 9-6-60

TRAFFIC DIVISION

Mr. John E. Wolf
Chief - Bureau of Highways
Department of Public Works
County Office Building
Towson, Maryland 21204

Dear Mr. Wolf:

Attached is a copy of an agreement which was made on September 1, 1960 by and between Baltimore County and the State Roads Commission, with reference to the completion of certain highways which the County suggested be built and in lieu agreed to take over certain roads from the State system. Number one, you will note that upon completion of the project identified as Perring Parkway, 2.14 miles from the city line to the Baltimore Beltway, the County would accept into its system the present Ebenezer Road, 2.15 miles, or the portion that is under State maintenance. (MD 149)

CS 3-87

Please be advised that the Perring Parkway was completed on May 21, 1965; therefore, you should immediately take possession of the State portion of Ebenezer Road.

By a copy of this letter to Mr. George N. Lewis, Jr., Chief of the Traffic Division, will advise him to set this up so that the County will get their portion of the maintenance according to the formula established.

You will note that the agreement has been duly executed by everyone concerned.

Very truly yours,

ORIGINAL
SIGNED BY E. C. CHANEY

E. C. Chaney
District Engineer

ECC:ke

cc: Mr. G. N. Lewis, Jr.

Att.

3-875
Md 149

Copy: Mr. A. S. Gordon (2)
Mr. D. H. Fisher
Mr. W. E. Woodford
Mr. R. J. Hajzyk
Mr. W. C. Hopkins
Mr. C. A. Goldeisen
Mr. G. B. Chaires
Mr. F. P. Scrivener
Mr. L. C. Moser (2)
Mr. G. N. Lewis, Jr. (8)
Mr. C. L. Warnen
Mr. H. G. Downs (4)
Mr. W. A. Friend
SRC-Twelve Year Program
Mr. E. K. Lloyd
Mr. H. C. Bowers
Mr. F. V. Dreyer
Mr. E. C. Chaney (2)
Mr. Charles Lee
Mr. M. D. Philpot (2)
Mr. A. L. Grubb (2)
Mr. J. E. Gerick
Records & Research Section, R/W Div.
Baltimore County, Md. (3)
Secretary's File
Secretary's File #18964
SRC-Baltimore County

BALTIMORE COUNTY

MEMORANDUM OF ACTION OF STATE ROADS COMMISSION OF MARYLAND
BY CHAIRMAN AND DIRECTOR JOHN B. FUNK
TUESDAY, SEPTEMBER 6, 1960
***

Chairman and Director Funk confirmed execution on September 1, 1960 of agreement, in quintuplicate, dated September 1, 1960, by and between Baltimore County, Maryland, therein called "County," party of the first part, and the State Roads Commission of Maryland, acting for and on behalf of the State of Maryland, therein called the "Commission," party of the second part, wherein, in reference to resolution pertaining to certain roads in Baltimore County, adopted by the Commission on July 6, 1960, with the understanding that as certain specified projects were completed, the Governing Body of Baltimore County would accept into the County Road System for maintenance purposes, certain roads as more particularly set forth in said resolution, the parties thereto agree as follows:

"I

(Md.41) COMPLETED 5-21-65

That upon completion of the project identified as Perring Parkway - 2.14± miles, the county will accept into its system Ebenezer Road - 2.15 miles.

(Md 149) C-5 3-87 S

That upon completion of the project identified as Southeastern Boulevard 6.85± miles, the county will accept into its system Jarrettsville Road 5.83 miles and Glyndon Road - 0.85 miles.

(Md146) (Md127)

That upon completion of the project identified as Bethlehem Boulevard 4.00 miles±, the county will accept into its system Seminary Avenue - 3.06 miles and Emory Church Road - 1.44 miles.

(Md131)

That upon completion of the project identified as Section of Windlass Expressway and Extension of Wilson Point Road - 3.75± miles, the county will accept into its system Old Court Road - 3.83 miles.

Md 133

II

It is further understood and agreed that the county will accept the transfer of the aforesaid roads into the County Road System, for maintenance purposes, subject to the continuance in effect of any controls which may have heretofore been established by the Commission.

Copy: Mr. A. E. Dodson (2)
Mr. J. H. Elder
Mr. T. A. Goddard
Mr. A. J. Hedges
Mr. G. Hopkins
Mr. S. T. Gallagher
Mr. G. A. Chalmers
Mr. R. F. Stallsmeier
Mr. L. C. Moser (2)
Mr. C. T. Lewis, Jr. (5)
Mr. C. L. Vaughn
Mr. H. C. Peake (6)
Mr. W. A. Frazier
DPC-Baltimore County

Mr. E. E. Lloyd
Mr. J. C. Adams
Mr. J. T. Brown
Mr. R. O. Conway (2)
Mr. Charles Lee
Mr. R. E. Philpot (2)
Mr. L. L. Gruber (2)
Mr. A. E. Grason
Resource & Research Service, ARS, USDA
Baltimore County, Md. (2)
Secretary's File
Secretary's File Copy
DPC-Baltimore County

RESOLUTION OF A TEAM OF STATE PUBLIC CONSERVATION OF MARYLAND
BY CHAIRMAN AND DIRECTOR JOHN B. MEES
TUESDAY, SEPTEMBER 6, 1960

***

Chairman and Director Mees conferred executive on September 1, 1960 of agreement, in quintuplicate, dated September 1, 1960, by and between Baltimore County, Maryland, herein called "County," party of the first part, and the State Roads Commission of Maryland, acting for and on behalf of the State of Maryland, herein called the "Commission," party of the second part, wherein, in reference to resolution pertaining to certain roads in Baltimore County, adopted by the Commission on July 6, 1960, with the understanding that as certain specified projects were completed, the governing body of Baltimore County would accept into the County Road System for maintenance purposes, certain roads as more particularly set forth in said resolution, the parties thereto agree as follows:

"I

That upon completion of the project identified as Sterling Factory - 2.14± miles, the county will accept into its system Dunham Road - 2.13 miles.

That upon completion of the project identified as Industrial Road - 0.65± miles, the county will accept into its system Interstate Road 3.05 miles and Gypsum Road - 0.80 miles.

That upon completion of the projects identified as Ridgelea Boulevard 4.00 miles, the county will accept into its system Tomkins Avenue - 3.14 miles and Perry Church Road - 1.66 miles.

That upon completion of the project identified as Freedom of Worship Expressway and Extension of Milton Pole Road - 3.75± miles, the county will accept into its system Old Court Road - 3.00 miles.

II

It is further understood and agreed that the county will accept the transfer of the aforesaid roads into the County Road System, for maintenance purposes, subject to the contingency, in either of my capacity which may have heretofore been established by the Commission.

III

It is further understood and agreed that:

(1) The effective date for the transfer of the respective roads involved shall be the completion date of the respective projects mentioned above.

(2) The additional mileage will be included in the inventory as of December 1st in the year during which the road is accepted for County maintenance.

(3) The basis for allocation of funds will include the additional County Road mileage in the allocation to Baltimore County beginning July 1st, in the year following the December 1st inventory.

(4) That such transfers are made on an 'As-Is Basis,' which pertains to the existing condition of the roads involved at the time of acceptance for County maintenance and will include all appurtenances and bridge structures."

Said agreement had previously been executed on behalf of Baltimore County, Maryland, by Acting County Executive W. E. Fornoff, approved by Albert B. Kaltenbach, Director of the Department of Public Works of Baltimore County, and approved as to form and legal sufficiency by Special Attorney C. C. Seymour.

Secretary's File
No. 34944

THIS AGREEMENT, made this 1st day of September, 1960, by and between Baltimore County, Maryland, a body corporate and politic acting through its County Executive, hereinafter called "County", party of the first part, and the State Roads Commission of Maryland, acting for and on behalf of the State of Maryland, hereinafter called the "Commission", party of the second part.

WHEREAS, the Commission, pursuant to a request from the Governing Body and the Legislative Delegation of Baltimore County, on July 6, 1960 adopted a resolution pertaining to certain roads in Baltimore County with the understanding that as certain specified projects were completed, the Governing Body of Baltimore County would accept into the County Road System for maintenance purposes, certain roads as more particularly set forth in said resolution, reference to which resolution is hereby made as though textually incorporated herein.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH that in consideration of the premises and the mutual benefits inuring to both, the parties hereto do mutually agree as follows:

I

That upon completion of the project identified as Perring Parkway (Md 41) - 2.14 ± miles, the county will accept into its system Ebenezer Road (Md 149) - 2.15 miles. Turned over to Balto County - Letter from Mr Chaney to Mr Wolff dated 7-22-65

That upon completion of the project identified as Southeastern Boulevard 6.85± miles, the county will accept into its system Jarrettsville Road (Md 146) 5.83 miles and Glyndon Road (Md 127) - 0.85 miles.

That upon completion of the project identified as Bethlehem Boulevard 4.00 miles±, the county will accept into its system Seminary Avenue - 3.06 miles and Emory Church Road - 1.44 miles.

That upon completion of the project identified as Section of Windlass Expressway and Extension of Wilson Point Road - 3.75± miles, the county will accept into its system Old Court Road - 3.83 miles.

II

It is further understood and agreed that the county will accept the transfer of the aforesaid roads into the County Road System, for maintenance purposes, subject to the continuance in effect of any controls which may have heretofore been established by the Commission.

III

It is further understood and agreed that:

(1) The effective date for the transfer of the respective roads involved shall be the completion date of the respective projects mentioned above.

(2) The additional mileage will be included in the inventory as of December 1st in the year during which the road is accepted for County maintenance.

(3) The basis for allocation of funds will include the additional County Road mileage in the allocation to Baltimore County beginning July 1st, in the year following the December 1st inventory.

(4) That such transfers are made on an "As-Is Basis", which pertains to the existing condition of the roads involved at the time of acceptance for County maintenance and will include all appurtenances and bridge structures."

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year aforesaid.

ATTEST:

Acting William J. Dreyer
Secretary

BALTIMORE COUNTY, MARYLAND

By
acting County Executive

AUG 29 1960

ATTEST:

Secretary

STATE ROADS COMMISSION OF MARYLAND

By
Chairman and Director of Highways

APPROVED as to form and legal sufficiency.

County Solicitor

APPROVED:

Director - Department of Public Works

APPROVED as to form and legal sufficiency.

Special Attorney

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

EXCERPT FROM MINUTES OF MEETING OF THE STATE ROADS COMMISSION
WEDNESDAY, JULY 6, 1960

* * *

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

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

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

NOW, THEREFORE, BE IT RESOLVED:

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

1 - Md. Route 149 (Ebenezer Road) from Md. 150 toward U. S. 40 — 2.15 Miles

2 - Md. Route 146 (Jarrettsville Road) from beginning S.R.C. maintenance at Loch Raven Reservoir to Harford County Line — 5.83 Miles

3 - Md. Route 131 (Seminary Avenue) from Md. 25 to Md. 45 at Lutherville — 3.06 Miles

4 - Md. Route 91 (Emory Church Road) from Md. 30 to Carroll County Line 1.44 Miles

5 - Md. Route 125 (Old Court Road) Howard County Line thru Granite to end S.R.C. maintenance 3.83 Miles

6 - Md. Route 127 (Glyndon Road) from U.S. 140 to Glyndon 0.85 Miles

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

7 - Perring Parkway (Md 41) from Baltimore City Boundary to the Beltway, approximately 2.14 Miles

8 - A section of Windlass Expressway from the Beltway eastward to and including an extension of the Wilson Point Road (Md. 587), approximately 3.75 Miles

9 - Bethlehem Boulevard from the Beltway to Sparrows Point, approximately 4.00 Miles

10 - Southeastern Boulevard from the Beltway to Eastern Boulevard and continuing down the Back River Neck Peninsula, approximately 6.85 Miles

BE IT FURTHER RESOLVED by the State Roads Commission of Maryland that the aforegoing substitutions are made with the understanding that the Governing Body of Baltimore County will accept into the County Road System, for maintenance purposes, subject to the continuance in effect of any controls of access which may have heretofore been established by the State Roads Commission, the six (6) roads or sections of roads heretofore listed as being deleted from the "Yellow Book", such transfer and acceptance to become effective as and when the construction of the new projects listed in the "Yellow Book" (above listed), are completed and the transfer and acceptance shall be as follows:

Item No. 1 Ebenezer Road - 2.15 Miles deleted
for Item No. 7 Perring Parkway (Md. 41) - 2.14± Miles COMPLETED 5-21-65

Item No. 2 Jarrettsville Road - 5.83 Miles and

Item No. 6 Glyndon Road (Md 127) - 0.85 Miles deleted

for Item No. 10 Southeastern Boulevard - 6.85± Miles

Item No. 3 Seminary Avenue - 3.06 Miles and

Item No. 4 Emory Church Road - 1.44 Miles deleted

for Item No. 9 Bethlehem Boulevard - 4.00± Miles

Item No. 5 Old Court Road - 3.83 Miles deleted

for Item No. 8 Section of Windlass Expressway and

Extension of Wilson Point Road - 3.75± Miles

BE IT FURTHER RESOLVED by the State Roads Commission that:

1 - The effective date for transfer shall be the completion of the several projects as heretofore stated.

2 - The additional mileage will be included in the inventory as of December 1st in the year during which the road is accepted for County maintenance.

3 - The basis for allocation of funds will include the additional County Road mileage in the allocation to Baltimore County beginning July 1st, in the year following the December 1st inventory.

4 - That such transfers are made on an "As-Is Basis", which pertains to the existing condition of the roads involved at the time of acceptance for County maintenance and will include all appurtenances and bridge structures.

Copy:

Mr. A. S. Gordon (2)
Mr. D. H. Fisher
Mr. R. J. Hajzyk
Mr. W. C. Hopkins
Mr. C. A. Goldeisen
Mr. G. B. Chaires
Mr. F. P. Scrivener
Mr. L. C. Moser (2)
Mr. G. N. Lewis, Jr. (8)
Mr. C. L. Wannen
Mr. H. G. Downs (4)
Mr. W. A. Friend
Mr. W. A. Jordan (2)
Mr. H. C. Bowers
Mr. F. V. Dreyer
Mr. E. C. Chaney (2)
Mr. Charles Lee
Mr. M. D. Philpot (2)
Mr. A. L. Grubb
Mr. J. E. Gerick
Records & Research Section, R/W Div.
Baltimore County
Secretary's File
Secretary's File #18964
SRC-Baltimore County
SRC-Twelve Year Program

Copy: Mr. A. S. Gordon (2)
Mr. D. H. Fisher
Mr. W. E. Woodford
Mr. R. J. Hajzyk
Mr. W. C. Hopkins
Mr. C. A. Goldeisen
Mr. G. B. Chaires
Mr. F. P. Scrivener
Mr. L. C. Moser (2)
Mr. G. N. Lewis, Jr. (8)
Mr. C. L. Wannen
Mr. H. G. Downs (4)
Mr. W. A. Friend
SRC-Twelve Year Program
Mr. E. K. Lloyd
Mr. H. C. Bowers
Mr. F. V. Dreyer
Mr. E. C. Chaney (2)
Mr. Charles Lee
Mr. M. D. Philpot (2)
Mr. A. L. Grubb (2)
Mr. J. E. Gerick
Records & Research Section, R/W Div.
Baltimore County, Md. (3)
Secretary's File
Secretary's File #18964
SRC-Baltimore County

MEMORANDUM OF ACTION OF STATE ROADS COMMISSION OF MARYLAND
BY CHAIRMAN AND DIRECTOR JOHN B. FUNK
TUESDAY, SEPTEMBER 6, 1960
***

Chairman and Director Funk confirmed execution on September 1, 1960 of agreement, in quintuplicate, dated September 1, 1960, by and between Baltimore County, Maryland, therein called "County," party of the first part, and the State Roads Commission of Maryland, acting for and on behalf of the State of Maryland, therein called the "Commission," party of the second part, wherein, in reference to resolution pertaining to certain roads in Baltimore County, adopted by the Commission on July 6, 1960, with the understanding that as certain specified projects were completed, the Governing Body of Baltimore County would accept into the County Road System for maintenance purposes, certain roads as more particularly set forth in said resolution, the parties thereto agree as follows:

"I

That upon completion of the project identified as Perring Parkway - 2.14± miles, the county will accept into its system Ebenezer Road - 2.15 miles.

That upon completion of the project identified as Southeastern Boulevard 6.85± miles, the county will accept into its system Jarrettsville Road 5.83 miles and Glyndon Road - 0.85 miles.

That upon completion of the project identified as Bethlehem Boulevard 4.00 miles±, the county will accept into its system Seminary Avenue - 3.06 miles and Emory Church Road - 1.44 miles.

That upon completion of the project identified as Section of Windlass Expressway and Extension of Wilson Point Road - 3.75± miles, the county will accept into its system Old Court Road - 3.83 miles.

II

It is further understood and agreed that the county will accept the transfer of the aforesaid roads into the County Road System, for maintenance purposes, subject to the continuance in effect of any controls which may have heretofore been established by the Commission.

Copy: Mr. A. S. Gordon (2)
Mr. M. S. Pilsor
Mr. D. E. Woodford
Mr. D. M. Bailey
Mr. W. D. Hopkins
Mr. T. A. Spellman
Mr. D. B. Chaire
Mr. P. E. Gutierrez
Mr. L. C. Moore (2)
Mr. C. K. Lewis, Jr. (8)
Mr. C. M. Watson
Mr. E. T. Dawes (4)
Mr. W. A. Friend
Mid-Coastal Water Projects

Mr. E. E. Ifund
Mr. E. C. Moore
Mr. E. V. Jones
Mr. L. C. Cheney (2)
Mr. Charles Pace
Mr. M. S. Philpot (2)
Mr. A. L. Grubb (2)
Mr. J. E. Smelcer
" Bureau of Reclamation Region, 8/2 Div.
Dallington County, Ark. (12)
Chairman's File
Secretary's File (Ellis)
Sub-Dallington County

MEMORANDUM OF A.F.C. OF STATE ROAD COMMISSION OF MARYLAND
BY CHAIRMAN AND DIRECTOR JOHN S. SHEE
"MONDAY, SEPTEMBER 6, 1960

***

Chairman and Director Shee conferred executive on September 1, 1960 of agreement, in quintuplicate, dated September 1, 1960, by and between Baltimore County, Maryland, thereon called "County," party of the first part, and the State Road Commission of Maryland, acting for and on behalf of the State of Maryland, thereon called the "Commission," party of the second part, wherein, in reference to resolution pertaining to certain roads in Baltimore County, adopted by the Commission on July 5, 1960, with the understanding that as certain specified projects were completed, the governing body of Baltimore County would accept into the County-Road System for maintenance purposes, certain roads in more particularly set forth in said resolution, the parties thereto agree as follows:

"I

That upon completion of the project identified as Perring Parkway - 2.16 miles; the county will accept into its system Dunmore Road - 2.12 miles.

That upon completion of the project identified as Southwestern Boulevard 6.65 miles, the county will accept into its system Jerusalem Road 5.85 miles and Gipsion Road - 0.65 miles.

That upon completion of the project identified as Bethlehem Boulevard 4.00 miles, the county will accept into its system Sunnary Avenue - 3.06 miles and Berry Church Road - 1.94 miles.

That upon completion of the project identified as Section of Windsor Boulevard and Extension of Nixon Point Road - 3.75 miles, the county will accept into its system old Dock Road - 3.85 miles.

II

It is further understood and agreed that the county will accept the transfer of the aforesaid roads into the County Road System, for maintenance purposes, subject to the continuance in effect of any controls which may have heretofore been established by the Commission.

III

It is further understood and agreed that:

(1) The effective date for the transfer of the respective roads involved shall be the completion date of the respective projects mentioned above.

(2) The additional mileage will be included in the inventory as of December 1st in the year during which the road is accepted for County maintenance.

(3) The basis for allocation of funds will include the additional County Road mileage in the allocation to Baltimore County beginning July 1st, in the year following the December 1st inventory.

(4) That such transfers are made on an 'As-Is Basis,' which pertains to the existing condition of the roads involved at the time of acceptance for County maintenance and will include all appurtenances and bridge structures."

Said agreement had previously been executed on behalf of Baltimore County, Maryland, by Acting County Executive W. E. Fornoff, approved by Albert B. Kaltenbach, Director of the Department of Public Works of Baltimore County, and approved as to form and legal sufficiency by Special Attorney C. C. Seymour.

BALTO. Co. Aug 16th

MEMORANDUM OF ACTION OF STATE ROADS COMMISSION OF MARYLAND
BY CHAIRMAN AND DIRECTOR JOHN B. FUNK
TUESDAY, SEPTEMBER 6, 1960

* * *

Chairman and Director Funk confirmed earlier execution of six copies of agreement dated August 30, 1960, 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 "Commission," and Baltimore County, Maryland, a body corporate, party of the second part, therein called "County," relative to the acquisition of right of way, construction and payment therefor of a highway project generally known as Padonia Road, Baltimore County, consisting of "a multiple lane, median divided highway, complete with curb, gutter and storm drainage, traversing part of the existing Padonia Road between York Road (Md. 45) and the Baltimore-Harrisburg Expressway (U.S. 111) (Interstate I-83) in Baltimore County, Maryland, with service roads, storm drainage facilities, interchange ramp connections and connections to existing streets, making use of facilities which have been or are now being completed by Baltimore County under separate contract (including a drainage culvert east of the Northern Central branch of the Pennsylvania Railroad, a bridge over the railroad and the widening of the Baltimore-Harrisburg Expressway bridge over Padonia Road), all as shown on Commission General Plans as prepared by the Wilson T. Ballard Company for Baltimore County, Maryland," in accordance with the terms and conditions more fully recited therein.

The said agreement had previously been recommended for approval by Chief Engineer D. H. Fisher, executed by the County and approved as to form and legal sufficiency by Special Attorney F. A. Puderbaugh.

Copy: Mr. D. H. Fisher
Mr. W. C. Hopkins
Mr. C. A. Goldeisen
Mr. G. B. Chaires
Mr. C. S. Linville
Mr. E. C. Chaney (2)
Mr. S. T. Nottingham
Mr. G. N. Lewis, Jr. (8)
Mr. H. G. Downs (4)
Mr. H. C. Bowers
Mr. L. C. Moser (2)
Mr. C. L. Wannen
Mr. F. P. Scrivener
Baltimore County (3)
Secretary's File
SRC-Baltimore County

Mr Cassell

MEMORANDUM OF ACTION OF STATE ROADS COMMISSION OF MARYLAND
BY CHAIRMAN AND DIRECTOR JOHN B. FUNK
WEDNESDAY, JUNE 29, 1960
* * *

On recommendation of Chief Engineer Pritchett, Chairman and Director Funk executed agreement in quadruplicate dated May 16, 1960, by and among the State Roads Commission of Maryland, acting for and on behalf of the State of Maryland, therein called "Commission," and Baltimore County, Maryland, a body corporate and politic, acting through its County Executive, therein called "County," and The Northern Central Railway Company, a body corporate, and The Pennsylvania Railroad Company, also a body corporate, operating the railroad of the said, The Northern Central Railway Company, as lessee therein called "Railroad", wherein the parties thereto agree as to their respective rights and responsibilities in connection with the construction of a highway bridge (Contract B-578-417 (F.A. Project No.S-SG-791(1) to carry relocation of Padonia Road over the track and right of way of The Northern Central Railway Company, at Highway Station 50+ 98.90 (Railroad Valuation Station 678 + 73.07) located approximately 700 feet southeast of the present grade crossing at existing Padonia Road located between Texas and Timonium, Baltimore County, Maryland, which work will result in elimination of the present railroad grade crossing at Padonia Road, as more fully set forth therein.

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

Copy: Mr. D. H. Fisher
Mr. W. C. Hopkins
Mr. C. A. Goldeisen
Mr. C. L. Wannen
Mr. A. L. Grubb (4)
Mr. H. G. Downs (4)
Mr. M. D. Philpot (2)
Mr. C. S. Linville
Mr. L. C. Moser (2)
Mr. G. N. Lewis, Jr. (8)
Mr. E. C. Chaney (2)
Mr. W. A. Jordan
Secretary's File
Baltimore County
SRC-Baltimore County
Contract B-578-417 FAP#S-SG-791(1)

Mr. S. T. Nottingham

Copy: Mr. A. S. Gordon
Mr. N. M. Pritchett
Mr. D. H. Fisher
Mr. R. J. Hajzyk
Mr. W. C. Hopkins
Mr. C. A. Goldeisen
Mr. G. E. Chaires
Mr. F. P. Scrivener
Mr. L. C. Moser (2)
Mr. G. N. Lewis, Jr. (8)
Mr. C. L. Wannen
Mr. H. G. Downs (4)
Mr. W. A. Friend
Mr. W. A. Jordan (2)
Mr. H. C. Bowers
Mr. F. V. Dreyer
Mr. E. C. Chaney (2)
Mr. Charles Lee
Mr. M. D. Philpot (2)
Mr. A. L. Grubb
Mr. J. E. Gerick
Records & Research Section, R/W Div.
Baltimore County
Secretary's File
Secretary's File #18964
SRC-Baltimore County
SRC-Twelve Year Program

Mr Cassell

EXCERPT FROM MINUTES OF MEETING OF THE STATE ROADS COMMISSION
WEDNESDAY, JUNE 1, 1960
* * *

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

WHEREAS, Section 1 of Chapter 1 of the Acts of the General Assembly of Maryland of 1960 provides that the State Roads Commission of Maryland may, upon the request of the majority of the members of a governing body of any County and a majority of the members of the Legislative Delegation of any County substitute a project not included in either the "Yellow Book" or the "Green Book" for a project included in the document generally referred to as the "Yellow Book," and

WHEREAS, the proper request having been made by the County Council and the Legislative Delegation of Baltimore County, it is desired to substiture a certain project as hereinafter more particularly set forth.

NOW, THEREFORE, BE IT RESOLVED:

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

ALLEGANY

Maryland Route 141 (Allegany Avenue in Towson) from U. S. Route 111 to Charles Street Avenue (formerly Maryland Route 139), a distance of 0.89 mile,

and does hereby substitute in lieu thereof, the following project:

The extension of Slade Avenue from U. S. Route 140 (Reisterstown Road) to the proposed Northwestern Expressway, a distance of approximately 0.48 mile.

Md 890
CONT. SECT. 3-144

BALTIMORE COUNTY

BE IT FURTHER RESOLVED by the State Roads Commission of Maryland that the aforegoing substitution is made with the understanding that the Governing Body of Baltimore County accepts Maryland Route 141 (Allegany Avenue) into the County Road System, for maintenance purposes, subject to the continuance in effect of any controls of access which may have heretofore been established by the State Roads Commission.

Copy: Mr. W. S. Gordon
Mr. J. M. Pritchett
Mr. . H. Fisher
Mr. J. J. Dunne
Mr. V. C. Dunlap
Mr. C. A. Coleman
Mr. T. E. Conlee
Mr. E. Z. Bertrand
Mr. L. C. Ritter (2)
Mr. C. A. Lewis, Jr. (8)
Mr. C. L. Duncan
Mr. H. C. Cooper (4)
Mr. V. A. Tyler
Mr. W. A. Jordan (2)

Mr. H. C. Hoover
Mr. J. V. Dreyer
Mr. E. C. Cherry (2)
Mr. Charles Lee
Mr. R. D. Sullivan (2)
Mr. W. W. Smith
Mr. E. H. Gertsch
Records & Research Section, A/V Div.
Mariposa County
Secretary's File
Secretary's File (Copy)
Mr. Kathleen Cobbs
Mr. Marion Lear Trevino

EXCERPT FROM MINUTES OF A MEETING OF THE STATE WATER CONSERVATION
MONDAY, JUNE 3, 1980

* * *

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

WHEREAS, Section 1 of Chapter 1 of the Acts of the General Assembly of Maryland of 1980 provides that the State Water Commission of Maryland may, upon the request of the majority of the members of a governing body of any County and a majority of the members of the legislative delegation of any County substitute a project not included in either the "Yellow Book" or the "Green Book" for a project included in the document generally referred to as the "Yellow Book," and

WHEREAS, the proper request having been made by the County Council and the Legislative Delegation of Baltimore County, it is desired to substitute a certain project as hereinafter more particularly set forth.

NOW, THEREFORE, BE IT RESOLVED:

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

Maryland Route 141 (Liberty Avenue to Thomas) from N. E. Jones III to Charles Street Avenue (Generally Maryland Route 140), a distance of 0.82 mile.

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

The extension of Slade Avenue from N. E. Jones 140 (Reisterstown Road) to the proposed Springhouse Expressway, a distance of approximately 0.40 mile.

BE IT FURTHER RESOLVED by the State Water Commission of Maryland that the aforegoing substitution is made with the understanding that the Governing Body of Baltimore County accepts Maryland Route 141 (Liberty Avenue) into the County Road System, for maintenance purposes, subject to the conditions in effect of any contracts of bonds which may heretofore have been established by the State Water Commission.

BE IT FURTHER RESOLVED by the State Roads Commission that:

1. The effective date for the transfer of the above described road shall be upon the approval of this resolution.

2. The additional mileage will be included in the inventory as of the date of transfer.

3. The basis for the allocation of funds will include the additional county road mileage in the allocation to Baltimore County beginning July 1, 1960.

4. The transfer of said road is made on an "As-Is Basis" which pertains to the existing condition of the road involved and will include all appurtenances and bridge structures.

MEMORANDUM OF ACTION OF STATE ROADS COMMISSION OF MARYLAND
BY CHAIRMAN AND DIRECTOR JOHN B. FUNK
FRIDAY, MAY 20, 1960
* * *

BALTIMORE COUNTY

On recommendation of Mr. A. L. Grubb, Chief, Bureau of Bridges, Chairman and Director Funk executed agreement in quadruplicate dated December 1, 1959, by and among the State Roads Commission of Maryland, acting for and on behalf of the State of Maryland, therein called "Commission," and Baltimore County, Maryland, a body corporate and politic, acting through its County Executive, therein called "County," and 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 called "Railroad," wherein the parties thereto agree as to their respective rights and obligations, as well as ultimate ownership by the County, upon completion, in connection with the reconstruction of an overhead bridge carrying Md. Route 134, Ruxton Road, over tracks and property of Railroad at Ruxton Station, Baltimore County, Maryland, as more fully set forth therein.

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

Copy: Mr. N. M. Pritchett
Mr. W. C. Hopkins
Mr. C. A. Goldeisen
Mr. C. L. Wannen
Mr. A. L. Grubb (4)
Mr. H. G. Downs (4)
Mr. M. D. Philpot (2)
Mr. C. S. Linville
Mr. L. C. Moser (2)
Mr. G. N. Lewis, Jr. (8)
Mr. E. C. Chaney (2)
Mr. W. A. Jordan
Secretary's File
Baltimore County
SRC-Baltimore County
Contract B-713-3-420

BALTIMORE COUNTY

BALTIMORE COUNTY

MEMORANDUM OF ACTION OF STATE ROADS COMMISSION OF MARYLAND
BY CHAIRMAN AND DIRECTOR JOHN B. FUNK
TUESDAY, MARCH 15, 1960
***

F.A.S

On request of Baltimore County, through Mr. Ellsworth N. Diver, Chief, Bureau of Engineering, and concurring in recommendation of John E. Wolf, Chief, Bureau of Programming, for Robert J. Hajzyk, Director, Planning & Programming Division, in letter of March 8, 1960, Chairman and Director Funk authorized the programming of the following Padonia Road structures with the Bureau of Public Roads as Federal Aid Secondary project in Baltimore County:

Overpass at the Northern Central Railway	$ 215,000.00
Embankments of Railway Bridge	20,000.00
Double Cell Box Culvert	85,000.00
Widening of Harrisburg Expressway Bridge	10,000.00
Total Estimated Cost	$ 330,000.00

Mr. Wolf's letter states that the total estimated cost of the above structures is $330,000.00 and Federal funds will participate both on a 90-10 and 50-50 basis, with the remainder of the cost to be shared by the County and the Railroad. Baltimore County has to its credit an unprogrammed balance of $504,684.00 in Federal Aid Secondary Funds, which is in excess of $293,000.00 to be expended on these improvements. This project, upon completion, will be maintained by Baltimore County as a part of its Secondary System.

Copy: Mr. N. M. Pritchett
Mr. W. C. Hopkins
Mr. R. J. Hajzyk
Mr. J. E. Wolf
Mr. C. A. Goldeisen
Mr. G. B. Chaires
Mr. C. S. Linville
Mr. E. C. Chaney (2)
Mr. W. A. Jordan
Mr. F. P. Scrivener
Mr. H. G. Downs (4)
Mr. A. L. Grubb (2)
Mr. G. N. Lewis, Jr. (8)
Mr. L. C. Moser (2)
Mr. C. L. Wannen
Mr. H. C. Bowers
Mr. E. N. Diver
SRC-Baltimore County

Mr. Carroll

Baltimore County

EXCERPT FROM MINUTES OF MEETING OF THE STATE ROADS COMMISSION
WEDNESDAY, NOVEMBER 18, 1959
* * *

On recommendation of Traffic Division Director Lewis in letter of November 13, 1959, the Commission supplemented its action of February 4, 1959, with respect to snow emergency routes, and declared the following additional sections of highways as "Snow Emergency Routes," to be effective beginning with the 1959-1960 season, on which parking of all vehicles will be prohibited during any snowstorm emergency, so declared by the Maintenance Engineer, and authorized the erection of signs necessary for the proper marking of the routes established:

BALTIMORE COUNTY

Route No.	Name	Snow Emergency Area
U.S. 40	Pulaski Highway	Baltimore City line to Martin Boulevard
Md. 126	Gwynn Oak Avenue	Baltimore City line to end of State maintenance at Woodlawn

Copy: Mr. N. M. Pritchett
Mr. G. N. Lewis, Jr. (8)
Mr. H. G. Downs
Mr. C. L. Wannen
Mr. G. B. Chaires
Mr. F. P. Scrivener
Mr. L. S. Pfarr
Mr. C. S. Linville
Miss A. T. Stickles
Major G. E. Davidson (2)
Mr. E. C. Chaney (2)
Mr. E. G. Duncan (2)
Mr. T. G. Mohler (2)
Mr. L. E. McCarl (2)
Chief G. L. Deyle
Anne Arundel County
Baltimore County
Howard County
Montgomery County
Prince George's County
SRC-Snow Emergency Routes

For Council
Chairman
County Commissioners
Attn: Mr. Bittinger
Aug 15/59

State Roads Commission
TRAFFIC DIVISION

Geo. N. Lewis, Jr.
Director

December 14, 1959

MD 139
CHARLES ST AVE

Mr. Charles Heinsmeller
Engineer of Highways
Department of Public Works
County Office Building
Towson 4, Maryland

Dear Mr. Heinsmeller:

At a meeting of the State Roads Commission on Friday, August 21, 1959, a resolution was adopted that Maryland Route 139 (Charles Street Avenue) from new Charles Street to the Joppa Road, a distance of 1.11 miles, is to be accepted by Baltimore County for maintenance upon completion of resurfacing by the State Roads Commission.

C S
3-74

Please be advised that this work was completed as of Friday, December 11, 1959, therefore, your department should maintain this section of the road from now on. The additional mileage will be included in the inventory for Baltimore County as of December 1, 1959.

This agreement was signed by Mr. Christian Kahl, County Executive for Baltimore County, and by Mr. Johnson Bowie, County Solicitor.

Very truly yours,

R. C. Cheney
District Engineer

RCC:ks

cc: Mr. G. B. Chaires
Mr. G. N. Lewis, Jr.
Mr. M. C. Volker
Mr. C. E. Calbrider
Mr. Walter Friend

Mr Cowell
Please see that
Balto Co gets credit
7/1/60 for this mileage
Ch 12/15/59
file

State Roads Commission
TRAFFIC DIVISION
DEC 15 1959

Geo. N. Lewis, Jr.
Director

December 14, 1959

Md 139
CHARLES ST. AVE

Mr. Charles Heinmuller
Engineer of Highways
Department of Public Works
County Office Building
Towson 4, Maryland

Dear Mr. Heinmuller:

At a meeting of the State Roads Commission on Friday, August 21, 1959, a resolution was adopted that Maryland Route 139 (Charles Street Avenue) from new Charles Street to the Joppa Road, a distance of 1.11 miles, is to be accepted by Baltimore County for maintenance upon completion of resurfacing by the State Roads Commission.

C.S
3.74

Please be advised that this work was completed as of Friday, December 11, 1959, therefore, your department should maintain this section of the road from now on. The additional mileage will be included in the inventory for Baltimore County as of December 1, 1959.

This agreement was signed by Mr. Christian Kahl, County Executive for Baltimore County, and by Mr. Johnson Bowie, County Solicitor.

Very truly yours,

E. C. Chaney

E. C. Chaney
District Engineer

ECC:ke

cc: Mr. G. B. Chaires
Mr. G. N. Lewis, Jr.
Mr. M. C. Volker
Mr. C. E. Caltrider
Mr. Walter Friend

B-678-1-420

December 11, 1959

Mr. Charles Hetzenfler
Engineer of Highways
Department of Public Works
County Office Building
Towson 4, Maryland

Dear Mr. Hetzenfler:

At a meeting of the State Roads Commission on Friday, August 21, 1959, a resolution was adopted that Maryland Route 120 (Garrison Street Avenue) from near Cearing Street to the Joppa Road, a distance of 1.13 miles, is to be accepted by Baltimore County for maintenance upon completion of resurfacing by the State Roads Commission.

Please be advised that this work was completed as of Friday, December 11, 1959. Therefore, your department should include this section of the road from now on. The additional mileage will be included in the inventory for Baltimore County as of December 1, 1959.

This agreement was signed by Mr. Gustavus Ehly, County Executive for Baltimore County, and by Mr. Johnson Poole, County Solicitor.

Very truly yours,

T. E. Chaney
Statistics Engineer

TECline

cc: Mr. C. J. Obrien
Mr. H. N. Zeeks, Jr.
Mr. M. C. Tolbert
Mr. D. T. Gaitnder
Mr. Harry Pickard

STATE ROADS COMMISSION
OF MARYLAND

August 27, 1959

TO: Mr. Geo. W. Cassell

SUBJECT: SRC Minutes

FROM: Mr. Geo. N. Lewis, Jr.

You will receive copy of excerpt from minutes of meeting of the State Roads Commission of Friday, August 21, 1959, whereby Baltimore County agrees to accept Md. Route 139 (Charles Street Avenue) from new Charles Street to the Joppa Road for a distance of 1.11 miles.

The acceptance by Baltimore County for maintenance is predicated upon the State Roads Commission resurfacing this section of highway.

I called Mr. E. C. Chaney about it this morning and he advises that he does not have funds to do the resurfacing and that it will require a Form 30, followed by authorization to do so.

I just bring this matter to your attention so that we will not give Baltimore County credit for the road until it has been approved and accepted by them.

Mr. Chaney promised to advise me upon completion of the resurfacing.

Very truly yours,

Geo. N. Lewis, Jr.

GNLjr-d

Completed Dec. 11, 1959

Copy: Mr. N. M. Pritchett
Mr. W. C. Hopkins
Mr. F. P. Scrivener
Mr. G. B. Chaires
Mr. C. A. Goldeisen
Mr. L. C. Moser (2)
Mr. G. N. Lewis, Jr. (8)
Mr. C. S. Linville (3)
Mr. C. L. Wannen
Mr. E. C. Chaney (2)
Mr. A. L. Grubb (2)
Mr. E. D. Reilly
Mr. H. G. Downs (4)
Mr. W. A. Friend
Mr. W. A. Jordan (2)
Mr. F. V. Dreyer
Mr. M. D. Philpot (2)
Mr. A. S. Gordon
Records & Research Section, R/W Div.
Baltimore County Department of Public Works
Secretary's File
SRC-Baltimore County

EXCERPT FROM MINUTES OF MEETING OF THE STATE ROADS COMMISSION
FRIDAY, AUGUST 21, 1959

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

WHEREAS, under authority contained in Section 79 of Article 89B of the Annotated Code of Maryland, the State Roads Commission of Maryland is empowered to transfer State highways, or portions thereof, to the several counties of Maryland, for maintenance purposes, and

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

NOW, THEREFORE, BE IT RESOLVED by the State Roads Commission of Maryland that the following described section of State road located in Baltimore County is hereby transferred under the following condition, to Baltimore County and shall henceforth have the status of a County road:

3.74

Md. Route No. 139 839 (Charles Street Avenue) from New Charles Street to the Joppa Road, a distance of 1.11 miles.
(To be accepted by Baltimore County for maintenance upon completion of resurfacing by the State Roads Commission of Maryland).

Resurfacing Completed 12-11-59

AND NOW, THEREFORE, BE IT FURTHER RESOLVED by the State Roads Commission of Maryland that the change in the status of this road is authorized under the following conditions:

1. The effective date for such transfer of this road, be upon completion of the improvement aforementioned.

2. The additional mileage will be included in the inventory as of December 1, 1959.

3. The basis for allocation of funds will include the additional County road mileage in the allocation to Baltimore County, beginning July 1, 1960.

4. That such exchange be made on an "AS-IS BASIS" which pertains to the existing condition of the road involved, and will include all appurtenances and bridge structures.

Resurfacing Completed Dec. 11, 1959

Copy:
Mr. M. M. Fredricks
Mr. [illegible] Sparlow
Mr. [illegible] Sorenson
Mr. [illegible] Dahlman
Mr. C. A. Hollstrom
Mr. L. C. Jones (5)
Mr. C. M. Lewis, Jr. (5)
Mr. C. B. Linville (3)
Mr. E. L. Larson
Mr. E. C. Chaney (4)
Mr. [illegible] L. Davis (3)
Mr. E. H. Bailey
Mr. [illegible] Deeson (4)
Mr. [illegible] Pickens
Mr. [illegible] Jordan (3)
Mr. [illegible] Sawyer
Mr. L. E. Phillips (5)
Mr. A. C. Jordan
Jackson & Tantum Design, E/C Div.
Baltimore County Department of
Public Works
Secretary's File
BPC-Baltimore County

SUBJECT and MINUTES OF MEETING OF THE STATE ROADS COMMISSION
FRIDAY, AUGUST 21, 1959

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

WHEREAS, under authority contained in Section 72 of Article 89 of the Annotated Code of Maryland, the State Roads Commission of Maryland is empowered to establish or state highways, or portions thereof, in the several counties of Maryland, for maintenance purposes, and

WHEREAS, the several counties of Maryland are concerned to transfer County roads, or portions thereof, to the State Roads Commission of Maryland, as part of their State Roads System;

NOW, THEREFORE, BE IT RESOLVED by the State Roads Commission of Maryland that the following described section of State road located in Baltimore County is hereby transferred under the following conditions, to Baltimore County and shall henceforth have the status of a County road:

Rt. Route No. 147 (Harford Street Avenue) from Sue Creek Bridge to the

Joppa Road, a distance of 1.11 miles.
(To be accepted by Baltimore County for maintenance upon completion of resurfacing by the State Roads Commission of Maryland).

AND BE IT FURTHER RESOLVED, BE IT FURTHER RESOLVED by the State Roads Commission of Maryland that the change in the status of this road is authorized under the following conditions:

1. The effective date for such transfer of this road, be upon completion of the improvement aforementioned.

2. The additional mileage will be included in the inventory as of December 1, 1959.

3. The basis for allocation of funds will include the additional County road mileage in the allocation to Baltimore County, beginning July 1, 1960.

4. That such conditions be made on an "AS-IS BASIS" with, provided in the existing conditions of the road involved, and will include all appurtenances and bridge structures.

STATE ROADS COMMISSION OF MARYLAND

ATTEST:

(Sg) John B. Funk
John B. Funk, Chairman

(Sgd) C. R. Pease
C. R. Pease, Secretary

EXECUTIVE ORDER

WHEREAS, The State Roads Commission, at its meeting held on August 21, 1959, did formally transfer to this County, for maintenance purposes, the State road, under the condition described in the foregoing section of their resolution, bearing the said date, and the County is willing to accept the aforesaid road into the County Road System, for maintenance purposes;

NOW, THEREFORE, BE IT RESOLVED by Baltimore County, Maryland, that the foregoing road, transferred by the State Roads Commission of Maryland, to this County by virtue of the resolution adopted by the State Roads Commission on August 21, 1959, be, and the transfer of this road, as heretofore outlined, is accepted by Baltimore County.

COUNTY EXECUTIVE OF BALTIMORE COUNTY

ATTEST:

BY (Sgd) Christian H. Kahl
Approved
5/11

(Sgd) Edgar J. De Moss
Secretary to County Executive
5/11

Approved as to form
and legal sufficiency

(Sgd) Johnson Bowie
County Solicitor

BALTIMORE COUNTY

MEMORANDUM OF ACTION OF STATE ROADS COMMISSION OF MARYLAND
BY CHAIRMAN AND DIRECTOR JOHN B. FUNK
WEDNESDAY, JUNE 24, 1959
* * *

On recommendation of Engineer, Contracts and Federal Aid Linville, for Chief Engineer Pritchett, in letter of June 17, 1959, Chairman and Director Funk executed agreement in duplicate dated June 24, 1959, by and between the State Roads Commission of Maryland, party of the first part, therein called "Commission," and Baltimore County, Maryland, a body corporate, party of the second part, therein called "County," applicable to the following project in Baltimore County, Maryland, such project being part of the Federal Aid system approved by the Bureau of Public Roads, the construction or reconstruction of which is to be financed in part with Federal funds under the provisions of the Federal Aid Highway Acts of 1944, 1948, 1950 and 1956:

Federal Aid Project Number	Name of Road
US-762 (1)	Wise and Holabird Avenue

The said agreement stipulates the conditions under which this project is to be built, and "Upon completion of the construction of this Secondary road project, and after its acceptance by the said Bureau of Public Roads, the County agrees to maintain the same as a part of its own road system, at its own expense, and in full compliance with all maintenance and other requirements of the United States Bureau of Public Roads."

This agreement, which had previously been executed by the County, was approved as to form and legal sufficiency by Special Attorney J. Thomas Nissel.

Copy: Mr. N. M. Pritchett
Mr. C. S. Linville
Mr. W. C. Hopkins
Mr. C. A. Goldeisen
Mr. F. P. Scrivener
Mr. G. B. Chaires
Mr. W. A. Jordan
Mr. H. G. Downs (4)
Mr. G. N. Lewis, Jr. (8)
Mr. L. C. Moser (2)
Mr. C. L. Wannen
Mr. H. C. Bowers
Mr. E. C. Chaney (2)
Baltimore County, Md.
SRC-Baltimore County

BALTO. COUNTY

MD 600 - OLD EASTERN AVE

June 1, 1959

Contract B 518-2-420
Old Eastern Ave. Marlyn Ave.-
Middle River

Mr. Robert J. Majzyk
Chief, Bureau of Operations
Baltimore Co. Dept. of Public Works
County Office Building
Towson 4, Maryland

Dear Mr. Majzyk:

C.S. 3-105
1.69 mi.

Please be advised that as of Wednesday May 27, 1959 we accepted Eastern Avenue between Marlyn Avenue and Middle River from H. T. Campbell Sons' Corporation, prime contractors on the subject project.

As you probably know this road is to be turned over to the county upon completion according to the agreement between the county and the State Roads Commission.

The traffic light at Jessenhans Corner has not been erected. This was a county light and should be placed as soon as possible, as this is a very busy intersection. If you have any questions pertaining to this contract, kindly advise.

Yours very truly,

E. C. Chaney
District Engineer

ECC:mp

cc: Mr. G. M. Lewis, Jr.
Mr. Addison - Traffic Engineer
Baltimore County

Light installed 7/2/59
& in service

SEE SRC RESOLUTION
6-13-56

BALTIMORE COUNTY

EXCERPT FROM MINUTES OF MEETING OF THE STATE ROADS COMMISSION
WEDNESDAY, APRIL 22, 1959
* * *

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

In a letter to the Commission dated April 22, 1959, Chief Engineer Pritchett recommends approval by the Commission of additional subletting by The Calvert Contracting Company to E. Stewart Mitchell, Inc., which will increase the amount of subcontract work to 56.25%, or 6.25% over and above the allowance of State Roads Commission specifications under which Baltimore County chose to construct their Contract B-732-415; FAS-711(1), Security Boulevard. Mr. Pritchett states that such approval has been requested by John B. Funk, Director of the Department of Public Works of Baltimore County, and has verbal concurrence of the Bureau of Public Roads.

The Commission approved Mr. Pritchett's recommendation, provided written approval is obtained from Mr. E. F. Gleason of the Bureau of Public Roads.

Copy: Mr. N. M. Pritchett
Mr. W. C. Hopkins
Mr. C. A. Goldeisen
Mr. C. S. Linville
Mr. F. P. Scrivener
Mr. G. B. Chaires
Mr. W. A. Jordan
Mr. G. N. Lewis, Jr. (8)
Mr. E. C. Chaney (2)
Mr. H. G. Downs (4)
Mr. A. L. Grubb (2)
Mr. C. L. Wannen
Mr. H. C. Bowers
Mr. E. F. Gleason
Mr. L. C. Moser (2)
Baltimore County
Secretary's File #29140
Contract B-732-415; FAS 711(1)
SRC-Baltimore County

EXCERPT FROM MINUTES OF STATEWIDE BOARD OF PUBLIC WORKS
MONDAY, APRIL 27, 1959

Present: Mr. John L. Crouslin, Chairman, and Senator Edgar T. Bennett.

In a letter to the Commission dated April 22, 1959, Chief Engineer Pitchett recommends approval by the Commission of additional mobilization by the Glover Contracting Company to E. Stewart Mitchell, Inc., which will increase the amount of subcontract work to $6,275, or 6.28% over and above the allowance of State Roads Commission specifications under which Baltimore County chose to construct their Contract B-722-615; R.S.-711(1), Security Boulevard. Mr. Pitchett states that such approval has been requested by John C. Funk, Director of the Department of Public Works of Baltimore County, and has verbal concurrence of the Bureau of Public Roads.

The Commission approved Mr. Pitchett's recommendation, provided written approval is obtained from Mr. W. Gleason of the Bureau of Public Roads.

Copy: Mr. J. M. Pritchett
Mr. C. Mueller
Mr. C. A. Goldman
Mr. C. S. Linville
Mr. F. Secretary
Mr. G. Chelten
Mr. A. Jordan
Mr. G. L. Leslie, Jr. (2)
Mr. H. C. Cheney (2)
Mr. G. Deane (4)
Mr. J. E. Crubb (2)
Mr. C. L. Jordan
Mr. H. C. Bowers
Mr. W. Gleason
Mr. L. C. Porter (2)
Baltimore County
Secretary's File 72760
Contract B-722-615, RS 711(1)
Gen-Baltimore County

Copy: Mr. N. M. Pritchett
Mr. W. C. Hopkins
Mr. C. L. Wannen
Mr. G. N. Lewis, Jr. (8)
Mr. F. P. Scrivener
Mr. C. A. Goldeisen
Mr. C. S. Linville (3)
Mr. A. L. Grubb
Mr. L. C. Moser (2)
Mr. H. G. Downs (4)
Mr. M. D. Philpot
Mr. E. C. Chaney (2)
Mr. W. A. Friend
Mr. W. A. Jordan
Mr. F. V. Dreyer
Mr. A. S. Gordon
Mr. G. B. Chaires
Records & Research Section-R/W Div.
Baltimore County
Secretary's File 32293
SRC-Baltimore County

Mr Cassell

MD 148
JOPPA RD

EXCERPT FROM MINUTES OF MEETING OF THE STATE ROADS COMMISSION
MONDAY, MARCH 16, 1959
* * *

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

On recommendation of Traffic Division Director Lewis in letter of March 11, 1959, approved by Chief Engineer Pritchett, the Commission adopted the following resolution:

WHEREAS, under authority contained in Section 65 of Article 89B of the Annotated Code of Maryland, the State Roads Commission of Maryland is empowered to transfer State Highways, or portions thereof, to the Governing Bodies of the several Counties of Maryland, for maintenance purposes, and

WHEREAS, it has been agreed that the following described road(s) shall hereafter be under the jurisdiction of the designated County for maintenance purposes, subject to the continuance in effect of any controls of access which may have been established by the State Roads Commission for the protection of the traveling public and which may be shown and/or designated on the State Roads Commission Plat(s) numbered as hereinafter specified; now therefore

BE IT RESOLVED by the State Roads Commission of Maryland that the following described section(s) of State Highway located in Baltimore County, Maryland, be, and it is (and they are,) hereby transferred to the Governing Body of Baltimore County for maintenance purposes, subject to the continuance in effect of the controls relating to access, as designated on the following plat(s).

Former Route Nos.	From	To	Length	SRC Plat Nos.
Md. Route 148 Joppa Road	Md. Route 146 Dulaney Valley Rd.	Md. Route 542 Loch Raven Blvd.	2.22	

This transfer is in accordance with Item 7 of an agreement made on August 30, 1951 by and between the State Roads Commission of Maryland and the County Commissioners of Baltimore County whereby the County agreed to take over certain sections of the Joppa Road upon completion of certain sections of the Baltimore Beltway, and reaffirmed in letter dated June 9, 1955 from Mr. John B. Funk, Director of Public Works, Baltimore County to Mr. Russell H. McCain, Chairman as follows - "The Beltway agreement contained a clause concerning the transfer of the State portion of Joppa Road from the State to the County. There has been considerable discussion, however, concerning the timing of this transfer. It was proposed by the County Commissioners of Baltimore County, and agreed upon by the State Roads Commission, that the following method be used in the transfer of ownership.

Sections of Joppa Road will be transferred to the County as parallel sections of the Beltway are finished. For example, when the section of the Beltway is completed between York Road and Loch Raven Boulevard, Joppa Road between these two points will become a County road. A transfer will be made by proper resolution and letter of notification from the State Roads Commission to the County Commissioners and resolution and letter of acceptance by the County Commissioners." The effective date of transfer of the section of State Road to Baltimore County for County maintenance be Dec. 10, 1958, the date of completion of the section of the Beltway, as heretofore mentioned. The basis for allocation of funds for acceptance of the section of State Road for maintenance will include the additional County Road mileage in the allocation to Baltimore County, beginning July 1, 1959. That such transfer of section of State Road be made on an "As-Is Basis" which pertains to the existing condition of the road involved, and will include all appurtenances and bridge structures.

ATTEST: STATE ROADS COMMISSION OF MARYLAND

(sgd) C. R. Lease
Secretary

By (sgd) John J. McMullen
Chairman

Approved
3/12/59 (sgd) Norman M. Pritchett
Chief Engineer

At the regular meeting of the Governing Body of County, Maryland, held at its office on , upon motion duly made and seconded, the following resolution was adopted.

WHEREAS, the State Roads Commission, at its meeting held on did formally transfer to this County, for maintenance purposes, and subject to the continuance in effect of the controls of access shown and/or designated on the hereinbefore mentioned plat(s), the State Road(s) described in the foregoing section of their resolution, bearing the said date, and the Governing Body of this county is willing to accept the aforesaid road(s) into the County Road System, for maintenance purposes; now, therefore,

BE IT RESOLVED by the Governing Body of County, Maryland, that the foregoing road(s), transferred by the State Roads Commission of Maryland to this County by virtue of the resolution adopted by the State Roads Commission on , be, and it is, (and they are,) hereby accepted into the County Road System of this County.

ATTEST:

BALTIMORE COUNTY, MARYLAND

(sgd) Edgar J. DeMoss
Secretary to County Executive

By (sgd) Christian H. Kahl
3/4/59 County Executive

Mr. Cassell

EXCERPT FROM MINUTES OF MEETING OF THE STATE ROADS COMMISSION
WEDNESDAY, FEBRUARY 4, 1959
* * *

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

On recommendation of Chief Engineer Pritchett in letter dated January 30, 1959, the Commission executed duplicate copies of an agreement dated February 4, 1959, by and between The Baltimore and Ohio Railroad Company, first party, therein called "Railroad," and State Roads Commission of Maryland, second party, therein called "Utility," wherein the Railroad, insofar as it has the power and authority so to do and subject to compliance with the terms and conditions to be kept and performed by Utility, as more fully set forth therein, permits Utility to use one (1) 48-inch concrete pipe culvert across and over or under the tracks, right of way, and property owned, controlled, or operated by Railroad at Station 4571 + 31, V. S. 10.1(23), Rossville, Maryland, in connection with Contract B-635-114-420; FAP#U-474(41), Baltimore Beltway - U. S. 40 to Maryland Route 7.

The said agreement had previously been approved as to form and legal sufficiency by Special Attorney C. C. Seymour, and will be transmitted to C. L. Kroll, Regional Engineer of The Baltimore and Ohio Railroad Company for execution on its part and subsequent return to the Commission of the completely executed copy for its file.

Copy: Mr. N. H. Pritchett
Mr. W. C. Hopkins
Mr. C. A. Goldeisen
Mr. F. P. Scrivener
Mr. C. S. Linville
Mr. E. C. Chaney (2)
Mr. C. L. Wannen
Mr. A. F. DiDomenico
Mr. H. C. Bowers
Mr. G. N. Lewis, Jr. (8)
Mr. L. C. Moser (2)
Mr. F. V. Dreyer
Mr. H. G. Downs (4)
Mr. A. L. Grubb
Secretary's File
SRC-Baltimore County
Contract B-635-114-420; FAP#U-474(41)
Mr. M. D. Philpot (2)

BALTIMORE COUNTY

EXCERPT FROM MINUTES OF MEETING OF THE STATE ROADS COMMISSION
TUESDAY, JANUARY 6, 1959

MD 134

***

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

Pursuant to its action April 17, 1958, approving the Ruxton Road improvement along section extending from Bellona Avenue to the Falls Road, in Baltimore County, and transfer to the County following completion of the project, and directing that proposed agreement, covering the conditions under which the County will take into its system of highways said section of road, be returned to Chief Engineer Pritchett for execution by the Executive Officer of Baltimore County, following which it was to be returned to the Commission for execution on its part, the Commission executed agreement, in duplicate, dated January 6, 1959, by and between State Roads Commission, an agency of the State of Maryland, therein referred to as the "Commission" and Baltimore County, Maryland, therein referred to as the "Executive Officer", wherein said parties agree, in consideration of the mutual covenants contained therein, that upon completion of the following items of improvement and alteration, that the Executive Officer shall be fully and completely responsible for maintenance to the end that the Commission is hereby relieved and released from any and all responsibility for the maintenance of the Ruxton Road from Bellona Avenue to 2300 ft. east of Falls Road, (this 2300 ft. lying within the Ruxton Road-Jones Falls Valley interchange), all of which is in Baltimore County, State of Maryland:

"1. Rebuild the storm damaged culvert at Roland Run, according to plans and location already approved by the Baltimore County Engineering Department.

2. Widen and rebuild the superstructure and any necessary substructure of the bridge over the Northern Central Branch of the Pennsylvania Railroad at Ruxton.

3. Resurface the entire length of Ruxton Road from Bellona Avenue to Falls Road with asphaltic concrete, using the necessary leveling course and a 2" surface course.

4. Acquire the necessary right of way for the relocation of the Roland Run culvert. No additional right of way will be acquired."

CONTRACT B-713-3-420

SEE LETTER DATED MARCH 27, 1961

MD 134 PART OF CONTROL SECTION 3-68

Said agreement had previously been approved by Chief Engineer Pritchett and as to form and legal sufficiency by Special Attorney Puderbaugh and Deputy County Solicitor Haile, approved by Director of Public Works John B. Funk, and executed December 22, 1958 by Christian H. Kahl, Executive Officer of Baltimore County, Maryland.

Copy: Mr. A. S. Gordon
Mr. N. M. Pritchett
Mr. W. C. Hopkins
Mr. E. C. Chaney (2)
Mr. R. E. Jones
Mr. C. A. Goldeisen
Mr. C. S. Linville (3)
Mr. W. A. Friend
Mr. G. N. Lewis, Jr. (8)
Mr. C. L. Wannen
Mr. A. F. DiDomenico (2)
Mr. F. V. Dreyer
Mr. A. L. Grubb (2)
Mr. H. G. Downs (4)
Mr. L. C. Moser (2)
Mr. M. D. Philpot (2)
Rec.-Research-R/W Div.
Baltimore Co., Md. (3)
Secretary's File
SRC-Baltimore County
Mr. F. P. Scrivener

BALTO. CO.

EXCERPT FROM MINUTES OF MEETING OF THE STATE ROADS COMMISSION
THURSDAY, DECEMBER 18, 1958
* * *

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

On recommendation of Chief Engineer Pritchett in letter December 17, 1958, the Commission executed agreement in duplicate dated December 5, 1958, by and between Baltimore County, Maryland, a municipal corporation therein sometimes called "the County," party of the first part, and the State Roads Commission of Maryland, acting for and in behalf of the State of Maryland, therein sometimes called "the Commission," party of the second part, wherein the parties thereto mutually agree to rescind and cancel agreement dated November 26, 1958, between the same parties, relative to that portion of Goucher Boulevard between Loch Raven Boulevard and Taylor Avenue.

The said agreement had previously been executed on the part of Baltimore County, Maryland, by its County Executive, Christian H. Kahl, and approved as to form and legal sufficiency by Special Attorney C. C. Seymour.

Copy: Mr. N. M. Pritchett
Mr. W. C. Hopkins
Mr. R. E. Jones
Mr. C. A. Goldeisen
Mr. C. S. Linville
Mr. E. C. Chaney (2)
Mr. F. P. Scrivener
Mr. A. F. DiDomenico
Mr. G. N. Lewis, Jr. (8)
Mr. C. W. Clawson (4)
Mr. A. L. Grubb (2)
Mr. C. L. Mannen
Mr. H. C. Bowers
Mr. L. C. Moser (2)
Baltimore County, Md.
SRC-Baltimore County
Secretary's File

CONSTRUCTED UNDER CONTRACT B-930-2-471
SEE SRC MINUTES AND AGREEMENT
DATED 1-9-69

THIS IS A COUNTY MAINTAINED ROAD

BALTO. COUNTY -

- File -

EXCERPT FROM MINUTES OF MEETING OF THE STATE ROADS COMMISSION
WEDNESDAY, NOVEMBER 26, 1958
* * *

Present: Senator Edgar T. Bennett and Mr. John J. McMullen.

On recommendation of Chief Engineer Pritchett in letter dated November 26, 1958, the Commission executed agreement, in duplicate, dated November 26, 1958, by and between Baltimore County, Maryland, a municipal corporation, therein sometimes called "County," party of the first part, and State Roads Commission of Maryland acting for and in behalf of the State of Maryland, therein sometimes called "Commission," party of the second part, relative to the construction by the Commission, at the expense of the County, of a section of Goucher Boulevard between Loch Raven Boulevard and Taylor Avenue under terms and conditions more fully set forth therein.

The said agreement had previously been executed on behalf of Baltimore County by its County Executive, Michael J. Birmingham, and approved as to form and legal sufficiency by Special Assistant Attorney General Joseph D. Buscher.

Copy: Mr. N. M. Pritchett
Mr. W. C. Hopkins
Mr. R. E. Jones
Mr. C. A. Goldeisen
Mr. C. S. Linville
Mr. E. C. Chaney (2)
Mr. F. I. Scrivener
Baltimore County, Md.
SRC-Baltimore County
Mr. A. F. DiDomenico
Mr. G. N. Lewis, Jr. (8)
Mr. C. W. Clawson (4)
Mr. A. L. Grubb (2)
Mr. C. L. Mannen
Mr. H. C. Bowers
Mr. L. C. Moser (2)
Secretary's File

Rescinded & canceled
see letter 12/18/58

CONSTRUCTED UNDER CONTRACT B-930-2-471
SEE SRC MINUTES AND AGREEMENT
DATED 1-9-69
THIS IS A COUNTY MAINTAINED ROAD

BALTIMORE COUNTY

Mr Cassell

SRC 11/26/58
Road Transfer to Baltimore County

Copy: Mr. A. S. Gordon
Mr. N. M. Pritchett
Mr. W. C. Hopkins
Mr. R. E. Jones
Mr. C. A. Goldeisen
Mr. A. F. Shure
Mr. G. N. Lewis, Jr. (8)
Mr. E. C. Chaney (2)
Mr. W. A. Friend
Mr. F. P. Scrivener
Mr. C. L. Wannen
Mr. A. F. DiDomenico
Mr. F. V. Dreyer
Mr. C. W. Clawson (4)
Mr. A. L. Grubb
Mr. L. C. Moser (2)
Mr. C. S. Linville (2)
Mr. H. G. Downs (2)
Records & Research Section-R/W Div.
SRC-12 Year Program
" -Baltimore County
Secretary's File #18964
" "

BALTIMORE COUNTY

ROAD TRANSFER

EXCERPT FROM MINUTES OF MEETING OF THE STATE ROADS COMMISSION
WEDNESDAY, NOVEMBER 26, 1958
* * *

Present: Senator Edgar T. Bennett and Mr. John J. McMullen.

Upon motion duly made and seconded, the following resolution was adopted.

WHEREAS, the State Roads Commission of Maryland is empowered to substitute projects or portions thereof in the Twelve Year Program, with compensating mileage, from one construction period to another, and

WHEREAS, under authority contained in Section 65 of Article 89-B of the Annotated Code of Maryland, the State Roads Commission of Maryland is empowered to transfer State Highways or portions thereof, by mutual agreement, to the Governing Bodies of the several Counties of Maryland, for maintenance purposes, and

NOW, THEREFORE, BE IT RESOLVED by the State Roads Commission of Maryland that the following described sections of State Roads in the Twelve Year Program located in Baltimore County be substituted one for the other.

1. Md. 91 from Md. 30 at Fowblesburg toward the Carroll County Line, a distance of 1.05 miles, of a total of 1.44 miles be moved from the Second Four Years to the Third Four Year period in the Twelve Year Program.

2. Md. 132 (Mays Chapel Road) from Md. 131 (Seminary Ave.) toward Padonia, a distance of 1.05 miles, be moved from the Third Four Years to the Second Four Year period in the Twelve Year Program.

AND NOW, THEREFORE, BE IT FURTHER RESOLVED by the State Roads Commission of Maryland that the following described section of State Road located in Baltimore County is hereby transferred to the Governing Body of Baltimore County and shall henceforth have the status of a County Road. MD 132

Md. 132 (Mays Chapel Road) from Md. 131 (Seminary Ave.) toward Padonia, a distance of 1.05 miles. CS 3-66

AND NOW, THEREFORE, BE IT FURTHER RESOLVED by the State Roads Commission of Maryland that they will place in the Second Four Years of the Twelve Year Program, a section of Md. 134 (Bellona Ave.) from the Pennsylvania Railroad Bridge at Ruxton toward Charles Street, a distance of 1.05 miles. The inclusion of this project in the Twelve Year Program is in lieu of Baltimore County accepting the above Md. Route 132 for a distance of 1.05 miles for County maintenance.

BALTIMORE COUNTY

ROAD TRANSFER

AND NOW, THEREFORE, BE IT FURTHER RESOLVED by the State Roads Commission of Maryland that the change in the status of these roads is authorized under the following conditions.

1. The effective date of substitutions in the Twelve Year Program will be upon the complete approval of this agreement.

2. The effective date of transfer of the State Road to Baltimore County for County maintenance will be upon the complete approval of this agreement.

3. The basis for allocation of funds for acceptance of State Road for maintenance will include the additional County Road mileage in the allocation to Baltimore County, beginning July 1, 1959, providing that this agreement is consummated before December 1, 1958.

4. That such transfer of State Road be made on an "As-Is Basis" which pertains to the existing condition of the road involved, and will include all appurtenances and bridge structures.

STATE ROADS COMMISSION OF MARYLAND

by (Sgd.) Edgar T. Bennett
Acting for Chairman

ATTEST:

(Sgd.) C. R. Pease
Secretary

Approved as to form
and legal sufficiency

Nov. 13, 1958
(Sgd.) C. C. Seymour
Special Attorney

Approved

11/25/58 (Sgd.) Norman M. Pritchett
Chief Engineer

BALTIMORE COUNTY
ROAD TRANSFER

At the regular meeting of the Governing Body of Baltimore County, Maryland, held at its office on Nov. 21, 1958, upon motion duly made and seconded, the following resolution was adopted:

WHEREAS, the State Roads Commission of Maryland, at its regular meeting held on November 26, 1958 did formally substitute in the Twelve Year Program, projects from one period to another and did transfer to this County, for maintenance purposes the State Road under the conditions described in the foregoing section of their resolution and did accept into the Twelve Year Program a section of road, not heretofore programmed for improvement, as described in the foregoing section of their resolution, bearing said date, and the Governing Body of Baltimore County is willing to accept the aforesaid substitution in the Twelve Year Program and accept the aforesaid road into the County Road System for County maintenance, in lieu of which a section of State Road, not heretofore programmed for improvement, is to be included in the Second Four Years of the Twelve Year Program as heretofore outlined.

NOW, THEREFORE, BE IT RESOLVED by the Governing Body of Baltimore County, Maryland, that the foregoing described roads, substituted one for the other, transferred and added to the program by the State Roads Commission, by virtue of the resolution adopted by the State Roads Commission on November 26, 1958, be, and the substitutions, transfer, and addition as heretofore outlined, are accepted by Baltimore County.

COUNTY EXECUTIVE OF BALTIMORE COUNTY

by (Sgd.) Michael J. Birmingham
Approved

(Sgd.) Charles J. Culver
Member House of Delegates

(Sgd.) Dorothy T. Jackson
Member House of Delegates

(Sgd.) John N. Maguire
Member House of Delegates

(Sgd.) Roy N. Staten
Member House of Delegates

(Sgd.) A. Gordon Boone
Member House of Delegates

(Sgd.) Dan Brewster
Member House of Delegates

ATTEST:

(Sgd.) Walter J. Rasmussen
Secretary to Baltimore County Executive

(Sgd.) John Grason Turnbull
State Senator

November 5, 1958

Mr. Geo. W. Cassell,
Highway Engineer III

Roads Accepted Into County System

Dear Mr. Cassell:

Our agreement with Baltimore County concerning the Baltimore Beltway provides that as each section of the Beltway east of the Dulaney Valley Road is opened to traffic, the county will accept the corresponding section of the Joppa Road (Md. 148).

On or about the first of December, the Baltimore Beltway will be opened from Dulaney Valley Road to Loch Raven Boulevard, at which time the county will accept Joppa Road from the York Road to Loch Raven Boulevard.

In order that Baltimore County may be given credit for this mileage, effective July 1, 1959, it should be incorporated in our records prior to December 1st of this year.

I would appreciate your arranging to have our records indicate the transfer, prior to December 1, so that the county can be given credit, as mentioned above, on July 1, 1959.

Thanking you for your cooperation,

Very truly yours,

GNLjr-d
cc: Mr. E. C. Chaney

Geo. N. Lewis, Jr.,
Director-Traffic Division

Mr. Cassell
You probably will want this for record of road mileage

Baltimore County
State Roads Commission
TRAFFIC DIVISION

NOV 10 1958

Geo. N. Lewis, Jr.
Director

JOPPA ROAD
MD 148

See letter 8-3-61

November 7, 1958

Joppa Rd. Md. Rt. 148
York Road - Loch Raven Blvd.

Mr. Robert J. Hajzyk, Chief
Bureau of Operations
Balto. Co. Dept. of Public Works
County Office Building
Towson 4, Maryland

Dear Mr. Hajzyk:

As you know our agreement with Baltimore County concerning the Baltimore Beltway provides that as each section of the Beltway east of Dulaney Valley Road is opened to traffic the County will accept the corresponding section of Joppa Road.

We are anticipating at this time to open this portion of the Beltway on or about December 1st of this year, therefore, that portion of Joppa Road from the York Road to Loch Raven Boulevard will become a County road and your maintenance operations should include this in your set-up.

4.22 Miles

Mr. George N. Lewis, our Traffic Director, advises that Baltimore County will be given credit for this mileage effective next year. I would also like to advise that there are a few permits which have been issued on this section of Joppa Road to certain commercial places which we will be glad to co-operate with you to see that they are carried out accordingly, if you so desire.

Yours very truly,

E. C. Chaney

E. C. Chaney
District Engineer

ECC:mp

cc: Mr. N. M. Pritchett Mr. C. A. Goldsten Mr. G. N. Lewis Mr. M. C. Volker
Mr. C. Caltrider

This Agreement made this 18th day of August 1958 by and between the State Roads Commission, acting for and on behalf of the State of Maryland, hereinafter referred to as the "Commission" and the County Executive of Baltimore County, acting for and on behalf of Baltimore County, Maryland, hereinafter referred to as the "County".

WHEREAS, the Commission and the County are desirous of entering into an agreement to ascertain, set forth and establish the responsibility for the reconstruction of a portion of Greenspring Ave. and Dover Road in Baltimore County, State of Maryland as more fully set forth on plan sheets 1 and 2, file no. C-1465 prepared by the Baltimore County Department of Public Works Division of Engineering.

Now therefore witnesseth that the parties hereto hereby promise and agree that:

1. The Commission will prepare an estimate of the right of way costs for said project and submit the same to the County.
2. The Commission will acquire the necessary right of way to complete the reconstruction project in accordance with right of way plats prepared by Baltimore County for that purpose.
3. The cost of the right of way will be divided between the Commission and the County with each paying the cost of the right of way adjacent to their present respective ownership of the existing roadways.
4. Subsequent to the completion of the project the Commission will convey to the County, title to the right of way paid for by the County as described under item 2 above.
5. Construction work will be performed by State Prison Labor Forces. The costs of construction, estimated at $30,358.10, shall be equally divided between the Commission and Baltimore County.

6. The County shall tender to the Commission $15,179.05 when this agreement is executed by the County and presented to the Commission for the Commission's execution. Final accounting shall be subsequent to the completion of the project and when all costs have been determined payment by either party to the other shall be made within 30 days of date of invoice.

7. The County will pay its share of the right of way cost within 30 days after date of completion of construction or acquisition of right of way, whichever shall occur last.

8. The Commission will make no charge for acquiring rights of way and the County shall make no charge for preparation of plans or right of way plats.

9. Subsequent to the completion of the project, the Commission and the County shall each maintain their respective portions of the highways.

In witness whereof the Chief Executive Officer of Baltimore County and the State Roads Commission of Maryland have signed and executed this agreement.

Attest: _____
Secretary

_____
State Roads Commission - Chairman

_____
Member

_____
Member

Approved as to form and legal sufficiency
August 19 58
Eugene B. Rucker
Special Attorney

OCT 5 1959

Attest: _____
Secretary

_____
County Executive of Baltimore County

Approved as to form and legal sufficiency

_____
Director

Approved as to form and legal sufficiency

FUNDS AVAILABLE
Per Project Directive 780
Director of Finance
10/7/59
Date

Approved
8/5/58
Date
Chief Engineer

BALTIMORE COUNTY

EXCERPT FROM MINUTES OF MEETING OF THE STATE ROADS COMMISSION
THURSDAY, AUGUST 14, 1958
***

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

On recommendation of Chief Engineer Pritchett in letter of August 5, 1958, the Commission executed agreement, in sextuplicate, dated August 14, 1958, by and between the State Roads Commission, acting for and on behalf of the State of Maryland, therein referred to as the "Commission", and the County Executive of Baltimore County, acting for and on behalf of Baltimore County, Maryland, therein referred to as the "County", wherein the Commission and the County ascertain, set forth and establish the responsibility for the reconstruction of a portion of Greenspring Avenue and Dover Road in Baltimore County, and agree that the County will be responsible for one-half of the construction costs involved, estimated at $30,358.10, and will be responsible for the cost of rights of way throughout its section of the improvement, the construction work to be performed by State prison labor forces, as more fully set forth in the said agreement.

Said agreement had previously been approved by Chief Engineer Pritchett and approved as to form and legal sufficiency by Special Attorney Eugene G. Ricks, and following execution by the County Executive of Baltimore County, three copies are to be returned for the Commission's file.

Copy: Mr. N. M. Pritchett
Mr. W. C. Hopkins
Mr. R. E. Jones
Mr. C. A. Goldeisen
Mr. E. C. Chaney (2)
Mr. A. F. DiDomenico
Mr. C. L. Wannen
Mr. J. D. Bushby
Mr. C. W. Clawson (4)
Mr. G. N. Lewis, Jr. (8)
Mr. A. F. Shure
Mr. L. C. Moser
Mr. H. G. Downs
Mr. A. L. Grubb (4)
Secretary's File
SRC-Baltimore County

No change in limits of maintenance authority 10/14/59 [illegible]

EXCERPT FROM MINUTES OF MEETING OF THE STATE ROADS COMMISSION
THURSDAY, JULY 10, 1958
***

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

On recommendation of Assistant to Chief Engineer Shure, in letter of July 7, 1958, the Commission executed agreement, in duplicate, dated July 10, 1958, by and between State Roads Commission of Maryland, acting for the State of Maryland, party of the first part, and Canton Railroad Company, a Corporation duly incorporated under the Laws of the State of Maryland, party of the second part, to provide a supplement to those Agreements, one of which bears the date of August 26, 1942, and another, bearing the date of May 9, 1944, and making provision for highway traffic signals as an additional facility, these traffic signals to be actuated by train movements over the Railroad crossing at grade on the North Point Road relocation. This additional facility will be a new project, designated as FG-438 (2), and the cost of the new work will be paid for on a 90-10 basis, the Canton Railroad Company to pay 10% of the total cost, and the remainder to be financed with Federal Aid funds.

Said agreement had previously been executed by the Canton Railroad Company, by Milton Shreck, Vice President, approved by Chief Engineer Pritchett, and approved as to form and legal sufficiency by Special Attorney Frederick A. Puderbaugh.

Copy: Mr. N. M. Pritchett
Mr. W. C. Hopkins
Mr. R. E. Jones
Mr. C. A. Goldeisen
Mr. A. F. Shure
Mr. H. C. Bowers
Mr. E. C. Chaney (2)
Mr. F. P. Scrivener
Mr. A. F. DiDomenico
Mr. G. N. Lewis, Jr. (8)
Mr. C. W. Clawson
Mr. C. L. Wannen
Mr. A. L. Grubb (4)
Mr. L. C. Moser
Secretary's File (Flashing Lt. Signals)
" "
Major W. H. Weber (2)
Md. Traffic Safety Commission
Ch. G. L. Deyle
SRC-Baltimore County

Baltimore County

File

EXCERPT FROM MINUTES OF MEETING OF THE STATE ROADS COMMISSION
THURSDAY, APRIL 17, 1958

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

On recommendation of Chief Engineer Pritchett in letter of April 1, 1958, the Commission approved the Ruxton Road improvement along section extending from Bellona Avenue to the Falls Road, in Baltimore County, and transfer to the County following completion of the project, and directed that proposed agreement, covering the conditions under which the County will take into its system of highways said section of road, be returned to Mr. Pritchett for execution by the Executive Officer of Baltimore County, following which it is to be returned to the Commission for execution on its part.

Copies to: Messrs. Pritchett
Goldeisen
Chaney
Grubb
Lewis
Wannen
Clawson
Moser
Secty. file
Balto. Co.

EXCERPT FROM MINUTES OF MEETING OF THE STATE ROADS COMMISSION
THURSDAY, APRIL 17, 1958

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

On recommendation of Chief Engineer Pritchett in letter of April 1, 1958, the Commission approved the Ruxton Road improvement along section extending from Bellona Avenue to the Falls Road, in Baltimore County, and transfer to the County following completion of the project, and directed that proposed agreement, covering the conditions under which the County will take into its system of highways said section of road, be returned to Mr. Pritchett for execution by the Executive Officer of Baltimore County, following which it is to be returned to the Commission for execution on its part.

Copies to: Messrs. Pritchett
Goldsten
Chaney
Grubb
Davis
Tamen
Clawson
Moser
Secy. Title
Balto. Co.

Baltimore County

~~Mr Cassell~~

Right-of-way

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

On recommendation of Chief Engineer Pritchett in letter of December 11, 1957, Chairman Robert O. Bonnell executed for and on behalf of the Commission agreement, in duplicate, dated December 4, 1957, by and between DCA Food Industries Inc., a body corporate of the State of New York, therein referred to as "Company", and the State Roads Commission of Maryland, acting for and on behalf of the State of Maryland, therein referred to as the "Commission" wherein the Company will make available to the Commission certain rights of way for the relocation of Md. 144, Old Frederick Road, Catonsville-Ellicott City, Contract B-697-420, as more fully set forth therein.

The said agreement had previously been executed for the Company by its President, David M. Levitt, and approved as to form and legal sufficiency by Special Attorney F. A. Puderbaugh.

Copy: Messrs.	Pritchett,	Lewis
	Goldeisen	DiDomenico
	Chaney	Clawson
	Dreyer	Grubb
	Moser	Wannen
	Buscher	Secty.File

Old Frederick Rd.

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

On recommendation of Chief Engineer Pritchett in letter of December 11, 1957, Chairman Robert O. Bonnell executed for and on behalf of the Commission agreement, in duplicate, dated December 4, 1957, by and between DCA Food Industries Inc., a body corporate of the State of New York, therein referred to as "Company", and the State Roads Commission of Maryland, acting for and on behalf of the State of Maryland, therein referred to as the "Commission" wherein the Company will make available to the Commission certain rights of way for the relocation of Md. 144, Old Frederick Road, Catonsville-Ellicott City, Contract B-697-422, as more fully set forth therein.

The said agreement had previously been executed for the Company by its President, David M. Levitt, and approved as to form and legal sufficiency by Special Attorney F. A. Weatherbee.

Copy: Messrs. Pritchett, Levin
Calderon Dillemuth
Chaney Clayton
Dreyer Grubb
Moser Lanner
Bascher Secty. File

BALTIMORE

HARBOR TUNNEL

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

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.

On recommendation of Chief Engineer Pritchett in letter of October 29, 1957, the Commission executed Grant and Agreement, in quadruplicate, dated September 30, 1957, by and between The Pennsylvania Railroad Company, a body corporate, Lessee, and The Northern Central Railroad Company, Lessor, party of the first part, therein sometimes called "Railroad", and the State Roads Commission of Maryland, acting for the State of Maryland, party of the second part, therein sometimes called "State", wherein the Railroad, insofar as it has a legal right and its present title permits, has granted and by these presents does grant, subject to the terms, limitations, covenants and agreements thereinafter set forth, unto the State of Maryland and to the use of the State Roads Commission of Maryland, its successors and assigns, the right, liberty and privilege of constructing, establishing, maintaining, repairing and renewing an overhead bridge on the Baltimore-Harrisburg Expressway, near Parkton in Maryland, over and above the tracks, right of way and property of the Railroad, said Improvement to be in accordance with the Plans and Specifications made a part thereof by reference thereto, Contract B-578-32-420;FAP#I-IG-483 (14), and to be paid for by the State as provided therein, since no existing grade crossings are to be physically closed as a result of the contemplated Improvement, the benefits to the Railroad are zero.

Said Grant and Agreement had previously been executed by The Northern Central Railway Company and The Pennsylvania Railroad Company, and approved as to form and legal sufficiency by Special Attorney Earl I. Rosenthal.

Copy: Mr. N. M. Pritchett
Mr. W. C. Hopkins
Mr. P. A. Morison
Mr. C. A. Goldeisen
Mr. E. C. Chaney (2)
Mr. A. F. DiDomenico
Mr. C. L. Wannen
Mr. A. L. Grubb (4)
Mr. C. W. Clawson (4)
Mr. A. F. Shure
Mr. H. C. Bowers
Mr. L. C. Moser
Mr. G. N. Lewis, Jr. (8)
Secretary's File
SRC-Baltimore County
Cont. B-578-32-420;FAP#I-IG-483(14)

Baltimore-Harrisburg Expressway
Draft 7/11/57
PRR Agreement
Parkton

THIS GRANT AND AGREEMENT, executed in quadruplicate, made and entered into this 30th day of September, 1957, by and between THE PENNSYLVANIA RAILROAD COMPANY, a body corporate, Lessee, and The Northern Central Railroad Company, Lessor, party of the first part, hereinafter sometimes called "Railroad" and the STATE ROADS COMMISSION OF MARYLAND, acting for the State of Maryland, party of the second part, hereinafter sometimes called "State", witnesseth:

WHEREAS, because of the necessity of providing for the constant and unceasing growth in the volume of highway traffic and to promote and facilitate safety of such travel, the State desires to construct a new highway to be known as the Baltimore-Harrisburg Expressway in Baltimore County, Maryland, and

WHEREAS, pursuant to law, the State is undertaking to construct the Maryland portion of an express highway, hereinafter generally referred to as "Baltimore-Harrisburg Expressway" on the Federal Aid Interstate System, a segment of which begins on relocation about 3000 feet WSW of Parkton, Maryland which is located approximately 20 miles north of Baltimore, and proceeds generally northeast to a point 7000 feet NNE of Parkton in the vicinity of existing U.S.Route 111; and

WHEREAS, construction of the said Baltimore-Harrisburg Expressway, on the alignment adopted, will cross over certain parts of the property and operating facilities of The Northern Central Railway Company at a point about 4000 feet measured along the railroad in a direction of NNW of Parkton, Maryland, which highway crossing is sometimes called the "Improvement" as shown on the Plans and Specifications which are made a part hereof by reference thereto; and

WHEREAS, since the proposed Improvement involves a new bridge and since no existing grade crossings are to be physically closed as a result of the contemplated Improvement, the benefits to the Railroad are zero, and

WHEREAS, the parties hereto understand that funds have been or will be authorized and allocated by the Bureau of Public Roads pursuant to certain recent highway acts for such improvement and the parties being willing to cooperate with each other in accomplishing the project it being understood that pertinent laws and regulations pertaining thereto must be observed and complied with by both parties, and

WHEREAS, the parties hereto being willing to cooperate with each other in accomplishing said Improvement, this Agreement is made for the purpose of stating the terms and conditions under which the aforesaid Improvement is to be made:

NOW, THEREFORE, this Agreement witnesseth that for and in consideration of the premises and the sum of Five Dollars ($5.00) lawful money of the United States of America, paid by the State to the Railroad, the receipt whereof is hereby acknowledged, and in further consideration of other good and valuable considerations moving from each party to the other, the Railroad, insofar as it has a legal right and its present title permits, has granted and by these presents does grant, subject to the terms, limitations, covenants and agreements hereinafter set forth, unto the State of Maryland and to the use of the State Roads Commission of Maryland, its successors and assigns, the right, liberty and privilege of constructing, establishing, maintaining, repairing and renewing an overhead bridge as aforesaid, near Parkton in Maryland, over and above the tracks, right of way and property of the Railroad, said Improvement to be in accordance with the Plans and Specifications hereinbefore mentioned and to be paid for by the State as further provided hereinafter.

TO HAVE AND TO HOLD the above granted right, liberty and privilege unto and to the use of and benefit of the State of Maryland, to the use of the State Roads Commission of Maryland, its successors and assigns, subject however to the following terms, limitations, covenants and conditions:

1. This grant is made expressly subject to the reservation of all rights of the Railroad, its successors and assigns, in and to said lands not inconsistent herewith, including but not being limited

to, the right to maintain, widen, enlarge, alter, change, remove, improve, use, operate, repair, renew and replace its railroad, track or tracks, and all necessary or convenient appurtenances and facilities on, above, under over and across the said land and/or bridge and including but not being limited to, the right to construct or place or remove on, above, under, over and across said land and/or bridge, such and whatever structures as may be necessary or convenient in connection therewith and/or in connection with any changes in motive power and operation which may be hereafter made, including as well but not being limited to, the installation, removal, maintenance and use on, above, under, over and across the said land, and/or bridge, of any train control, communication and signal lines, or of any other system or systems of operation whatsoever, of trolley, power transmission line or lines, or other wires and lines, conduits and pipes, devices, structures, works, accessories, facilities and appurtenances of whatsoever kind, nature or description now used or hereafter to be used in the operation of the Railroad, with all necessary poles, guys, anchors, wires, or other convenient structures, facilities and appurtenances whatsoever; the right to attach or remove from said bridge or any part thereof or to use the same as a support for such equipment, fixtures, catenary system and the necessary protective devices, poles, guys, anchors, signals, signal posts, telegraph, telephone, train control, communications, and signal lines or any other system or systems of operation whatsoever, trolley, power transmission line or lines, and other wires and lines, conduits and pipes, devices, structures, works, accessories, facilities and appurtenances of whatsoever kind, nature and description now used or hereafter to be used in the operation of the Railroad, and the right to maintain, operate, use, repair, renew, change or alter the same without charge therefor to the Railroad, and the right to construct and install the same upon, under or above the said land and bridge and through, on, under, or above the bridge; and remove the same therefrom and maintain, operate, use, repair, renew, change or alter the same without charge therefor to the Railroad.

by the right to maintain, utilize, enjoy, alter, change, remove, improve, and operate, repair, remove and replace all railroad, street or highway, and all necessary or convenient appurtenances and facilities and, above, under and across the said land and/or other rights including but not limited to, the right to construct or place or remove on, above, below, over and across the land and/or rights, such and various structures as may be necessary or convenient in connection therewith and/or in conjunction with any other rights which are contemplated to be exercised herein, including as well but not being limited to, the right to maintain, remove, relocate and/or place, under, over and across the said land and/or bridge, or any other control, communication and signal lines, or of any other systems of operation whatsoever, of railroad, water transmission lines or lines, or other pipes and lines, conduits and ducts, telephone, telegraph, structures, roadways, embankments, facilities and appurtenances of whatsoever kind, nature or description, or any other structure which may be deemed or conceived to be used in the operation of the railroad, with all necessary pipes, ducts, machines, cables, or other mechanical structures, facilities and appurtenances which may be deemed or conceived to be useful in the operation of the railroad, or in any other way or purpose, including, without limitation, and the rights to maintain, place, erect, remove, relocate and use lines, telegraph, telephone, radio control, communications, and signal lines or any other system or systems of operation whatsoever, or lines, power transmission lines or lines, and other wires and lines, including and poles, devices, and other, wires, structures, facilities and appurtenances of whatsoever kind, nature or description now used or hereafter to be used in the operation of the railroad, and the right to maintain, operate, use, remove, take, change or alter the existing crossing thereto to the railroad, and the right to construct at further the same upon, under or above the said land and bridge and driveway, on, under, or above the bridge and remove the said structures and facilities, without, and, regardless, remove, change or alter the same without damage thereto to the railroad.

PROVIDED, further, that said grant is given on the condition that if and when the said land and premises or any part thereof shall cease to be used for the Improvement, the right, liberty and privilege to use the same, and the right of ingress and egress, shall immediately cease and terminate as to so much of the said land and premises as shall cease to be so used, with the same force and effect as if these presents had never been made; and the State shall remove, at its own cost and expense, such bridge, piers or columns, supporting structures and appurtenances from said land and premises as shall cease to be so used and restore said land and premises to their present condition.

AND PROVIDED, FURTHER, that no open drainage holes shall be constructed in the bridge over the railroad tracks and roadbed, transmission line or lines, trolley and other wires and structures which will allow water to flow from the bridge on to the Railroad's tracks and roadbed, transmission lines, trolley or other wires and structures; and the State shall install, renew, replace and maintain the drainage structures which are to be subject to the approval of the Chief Engineers of the State and the Railroad, and no changes or alterations shall be made in the drainage structures to be shown on the detailed plans without the consent of the Railroad, provided, however, that if the drainage structures after the completion of the bridge shall prove to be inadequate to protect the above property and facilities of the Railroad from water flowing thereon either directly or indirectly, such changes shall be made in the drainage structures as shall be mutually agreed upon between the parties hereto, to provide proper and sufficient drains and drainage facilities to carry off all water from the Railroad's property and facilities.

2. Detailed plans and specifications for the said Improvement shall be prepared by the State. Such plans and specifications shall be subject to the approval of the Railroad's Chief Engineer. All contract awards affecting the Railroad's interest shall be subject to the approval of the Railroad's Chief Engineer. The detailed plans may be revised or modified upon mutual approval of the Chief Engineer of the State Roads Commission and the Chief Engineer of the Railroad. The

PROVIDED, however, that such grant is given on the condition that if and when the said land ceases to be used for park purposes shall revert to and be deemed to be part of the Reservation, the rights, liberty and privilege to use the water, and the rights of ingress and egress which immediately prior to the grant, were in force on the said land and premises as if the same had not been made, with the same force and effect as if these provisions had never been made, and the State of Hawaii, at its own cost and expense, shall remove, or cause to be removed, any structure or improvements thereon and restore the premises to their previous condition.

AND PROVIDED, FURTHER, that no more drainage water shall be concentrated in the bridge over the Waimanalo Stream and discharged in a manner or form, quantity and rate of flow that structures which will allow water to flow from the bridge on to the Reservation, stream and roadway, remaining intact, crumble or other wise and disintegrate and the State shall hereby, release, indemnify and maintain the Reservation which are to be replaced to the satisfaction of the Chief Engineer of the State and the Reservation, and no change or alteration shall be made to the drainage structures as is shown on the detailed plans without the consent of the Reservation, provided, however, that in the instance emergency where the roadway or the bridge shall cease to be impassable or prevent the above property and facilities of the Reservation from such, leaving therein alone drainage or additionally, such changes shall be made in the drainage structures as shall be mutually agreed upon between the parties hereto, to provide proper and sufficient drainage and drainage facilities necessary to all water from the Reservation property and facilities.

V. Detailed plans and specifications for the park improvement shall be prepared by the State. Such plans and specifications shall be subject to the approval of the Reservation Chief Engineer. All contracts awards affecting the Reservation lands shall be subject to the approval of the Reservation Chief Engineer. The detailed plans may be revised or modified upon mutual agreement of the Chief Engineer of the State Park Commission and the Chief Engineer of the Reservation. The

State shall have general charge of the engineering on the Improvement, but the State shall reimburse the Railroad for any engineers and inspectors furnished by the Railroad in connection with the work growing out of this Improvement.

3. The design requirements of said bridge will be those of the State. The bridge, however, shall be so designed so as to have a minimum vertical clearance of at least 23'-0" from top of rail to the underside of bridge, and a minimum horizontal clearance of 47'-0" between inside faces of bridge piers with 18'-0" on the north and 29'-0" on the south from centerline of main line track to faces of piers.

4. No changes in the Plans or Specifications for the said Improvement affecting the Railroad's interests shall be made without the consent of the State and the Railroad. No substantial changes or alterations shall be made in the bridge without the consent of the State and the Railroad.

5. The State shall, using Federal Funds allocated to the Improvement, properly construct and complete, and thereafter, at its own cost and expense, maintain, repair and renew the bridge structure, abutments, columns, supporting structures, drainage structures, (including paving of embankments along portion of relocated Little Falls Creek) facilities and all other parts of said bridge structure and appurtenances in accordance with the Plans and Specifications, except that the Railroad reserves the right to perform or cause to be performed such temporary and permanent alterations of track, tracks, equipment, fixtures, signals, signal posts, telephone, telegraph, trolley and other wires and lines, power transmission line or lines, conduits and pipes, devices, accessories, the relocation of the Railroad track or tracks and all Railroad appurtenances and facilities of whatsoever kind, nature and description, made necessary by the construction of this Improvement. Railroad's work may be performed with its own forces on a force account basis, or by contract (awarded by the Railroad, subject to the approval of the State), or by a combination of both. Railroad shall be reimbursed therefor in the same manner as provided in Section 16 hereof.

Florida and I have personal charge of the engineering on the improvement, but the State shall reimburse the Railroad for any [illegible] expenditure authorized by the Railroad in connection with the improvement of State highway.

5. The design requirements of said bridge will be those of the State. The [illegible], however, shall be so designed as to have a minimum vertical clearance of at least 25'-0" from any [illegible] to the underside of bridge, and a minimum horizontal clearance of 40'-0" between trestle bents at bridge where [illegible] 10'-0" on the north and 25'-0" on the south from centerline of main line track to face of trestle.

6. No changes in the plans or specifications for the said improvement affecting the Railroad's interests shall be made without the consent of the State and the Railroad. No material changes or alterations shall be made in the bridge without the consent of the State and the Railroad.

7. The State shall, using [illegible] funds allocated to such improvement, properly construct and complete, and thereafter, at its own cost and expense, maintain, repair and renew the bridge structure, approaches, railings, supporting structures, [illegible] (including paving of roadway along portion of trestle and Davis Valle [illegible]) facilities and all other parts of said bridge structure and appurtenances in accordance with the plans and specifications, [illegible] the Railroad reserves the right, in [illegible] [illegible] [illegible] and [illegible] a reasonable [illegible] [illegible], [illegible] equipment, facilities, signals, [illegible], [illegible], [illegible], [illegible], [illegible] and other wires and lines, power transmission lines or lines, [illegible] and pipes, [illegible], [illegible] the relocation of the Railroad [illegible] and all Railroad appurtenances and facilities [illegible] [illegible] and [illegible], and [illegible] the maintenance of this improvement. Railroad's work may be performed with its own forces or by a force account basis, or by contract (awarded by the Railroad) and as the approval of the State, or by a combination of [illegible]. Any work shall be [illegible] in the same manner as [illegible] provided in paragraph 4 hereof.

6. During the construction of bridge, in particular the erection of the portion over the Railroad's tracks, the State will require its Contractor or Contractors to take all necessary precautions to protect the Railroad traffic, and such measures shall be subject to the approval in writing of the Chief Engineer of the Railroad or his duly authorized representative. It is agreed that all falsework, rigging, bracing, forms or other structures that may be erected, shall provide such minimum clearances as shall be prescribed by the Chief Engineer of the Railroad or his authorized representative.

7. Railroad agrees to permit State or its Contractor access to the bridge site from existing Route 111 in Parkton, Maryland, over the access roadway on the north side of the tracks. Use of such roadway is limited to equipment that will clear the Railroad tracks and will be used only when protection service is supplied by the Railroad. Contractor shall maintain roadway in a condition satisfactory to the Chief Engineer of the Railroad or his representative; and after construction it will be left in a condition at least equivalent to that existing at the beginning of construction. Contractor will have option of using this access route instead of local road net, subject to the foregoing provisions, at such reasonable times and in such reasonable manner as Railroad may permit for the purpose of constructing the bridge.

8. Each party will in carrying out the work provide the necessary engineering and inspection and the costs thereof shall be borne by the State and the Railroad shall be reimbursed therefor in the same manner as provided for in Section 16 hereof.

9. Should the State find it necessary or desirable to change the location of any waterways or drainage structures on the Railroad's right of way, such changes shall be made by and at the expense of the State only upon approval thereof by the Chief Engineer of the Railroad.

10. No explosives of any nature shall be used during the construction of the project which shall cause a hazard to Railroad's facilities or trains.

11. Any watchmen, flagmen, trainmen, carpenters, trackmen or other employees deemed necessary by the Railroad during construction

6. During the construction of bridges, in particular the erection of long span concrete or steel bridges, the State will require its Contractors or Contractors to take all necessary precautions to protect the railway traffic, and such measures shall be subject to the approval in writing of the Chief Engineer of the Railway or his duly authorised representative. It is agreed that all falsework, staging, brackets, lorns or other structures that may be required, shall provide such minimum clearances as shall be prescribed by the Chief Engineer of the Railway or his authorised representative.

7. Railway crossings to provide access for the Contractors across to the various alignments relating hence fill in farmers, dairyland, over the access roadway on the North side of the tracks. Use of such roadway is limited to equipment that will clear the Railway tracks and will be used only when protection devices as supplied by the Railway. Contractor shall maintain roadway in a condition satisfactory to the Chief Engineer of the Railway or his representative, and after construction it will be left in a condition at least equivalent to that existing at the commencement of construction. Contractor will have the option of using this access route instead of local road subject to the foregoing provisions, at such reasonable times and in such manner as Railway may permit for the purpose of connecting the bridge.

8. Each party will in carrying out the work provide the necessary engineering and inspection and the costs thereof shall be borne by the State and the Railway shall be reimbursed therefor in the same manner as provided for in Section 12 hereof.

9. Should the State find it necessary or desirable to change the location of any waterways or drainage structures on the railway right of way, such changes shall be made by and at the expense of the State only upon approval thereof by the Chief Engineer of the Railway.

10. No excavation or improvements shall be made during the construction of the project which shall cause a hazard to Railway's facilities or trains.

11. Any miscellaneous items, materials, structures or other requirements deemed necessary by the Railway during construction

or during the maintenance or renewal or repair of the bridge to protect or safeguard Railroad traffic, shall be provided by the Railroad, and to protect and safeguard highway traffic shall be provided by the State, and the cost thereof shall be borne by the State, the Railroad to be reimbursed therefor in the same manner provided in Section 16 hereof. It is agreed, however, that the providing of such watchmen, flagmen, trackmen, carpenters, trainmen and other employees by the Railroad or by the State and other precautions taken either by the Railroad or by the State as a consequence of the work by the Contractor or Contractors, shall not relieve said Contractors or their insurers of any liability or damage arising in connection with their operations.

12. All work to be done by the State on, over or under Railroad's right of way or property in the construction of the said overhead bridge or other work in connection therewith, shall be done at such reasonable times and in such reasonable manner and on such reasonable terms and conditions as shall be satisfactory to the Chief Engineer or his authorized representative, and so as not to interfere in any manner with or endanger the movement of trains or traffic upon the tracks of the Railroad. The State agrees to require its Contractors to use every care and precaution in order to avoid accident, damage to, or delay or interference with the Railroad's trains or other property.

It is further agreed that in the erection of said overhead bridge, piers, columns, or supporting structures and appurtenances, the State will obtain from the Railroad written approval of all equipment proposed to be used in the vicinity of the Railroad's tracks or property.

13. The State will require each Contractor upon completion of the work of such Contractor and before final payment is made, to remove from the limits of the Railroad's right of way all machinery, equipment, surplus materials, falsework, rubbish or temporary buildings and other property of such Contractor, and to leave the Railroad right of way in a condition satisfactory to the Chief Engineer of the Railroad or his authorized representative.

14. Prior to commencing any work on the project, the State agrees to require its Contractor to procure the following kinds and amounts of insurance and keep same in full force and effect until all

or during the maintenance or removal operations the bridge or viaduct or adjacent facilities, which is provided by the railroad, and to protect and safeguard highway traffic shall be provided by the state, and the cost thereof shall be borne by the fund, the Railroad to be reimbursed therefor in the same manner provided in Section 15 hereof. It is agreed, however, that the furnishing of such watchmen, flagmen, lanterns, fusees, signals and other supplies by the Railroad or by the State and other governmental agencies, either by the Railroad or by the State as a responsibility of the work by the Contractor or Contractors, shall not relieve said Contractors or their insurers of any liability or other obligation in connection with their operations.

12. All work to be done by the State on, over or under Railroad's right of way or property in the construction of the said proposed bridge or other work in connection therewith, shall be done at such reasonable times and in such reasonable manner and on such reasonable terms and conditions as may be satisfactory to the Chief Engineer of the Railroad and so as not to interfere with the safety and convenience of having by traffic upon the tracks of the Railroad. The State agrees to require its Contractors to use every care and precaution to avoid so as not to damage, or delay or interfere with the Railroad's trains or other property.

13. In further regard that in the erection of said overhead bridge, piers, columns, or supporting structures and appurtenances, the State will operate from the Railroad's rights of way all equipment employed to be used in the erection of the Railroad's tracks or property.

14. The State will require that Contractor work continuous of the work of such contractor and before final payment is made, to remove from the limits of the Railroad's right of way all scaffolding, equipment, surplus materials, debris, rubbish or temporary buildings and other property of such contractor, and to clean and restore to a condition satisfactory to the Chief Engineer of the Railroad or his authorized representative.

15. Prior to commencing any work on the project, the State agrees to require the Contractor to provide the following kind and amounts of insurance and keep same in full force and effect until the

work required for the construction of the project has been completed.

If any part of the work is sublet, similar insurance shall be provided by or in behalf of the Subcontractors to cover their operations, and evidence of such insurance satisfactory to the State and the Railroad shall be furnished by the Contractor.

INSURANCE

(A) CONTRACTOR'S PUBLIC LIABILITY AND PROPERTY DAMAGE LIABILITY INSURANCE - Regular Contractor's Public Liability Insurance providing for a limit of not less than Two Hundred Thousand Dollars ($200,000) liability for all damages arising out of bodily injuries to or death of one person and, subject to that limit for each person, a total (or aggregate) limit of One Million Dollars ($1,000,000), liability for all damages arising out of bodily injuries to or death of two or more persons in any one accident; and regular Contractors' Property Damage Liability Insurance providing for a limit of not less than One Hundred Thousand Dollars ($100,000) liability for all damages arising out of injury to or destruction of property in any one accident and, subject to that limit per accident, a total (or aggregate) limit of Three Hundred Thousand Dollars ($300,000) liability for all damages arising out of injury to or destruction of property during the policy period.

Evidence of such insurance coverage shall be furnished to and approved by the Railroad and State before the Contractor or Subcontractors will be permitted to enter upon Railroad's Right-of-Way.

If any part of the work is sublet, similar insurance shall be provided by or on behalf of the subcontractors to cover that part of the work they have contracted to perform.

(B) CONTRACTORS' PROTECTIVE PUBLIC LIABILITY AND PROPERTY DAMAGE LIABILITY INSURANCE - If any part of the work is to be performed by a subcontractor, the prime contractor shall carry on his own behalf regular Contractor's Protective Public Liability Insurance providing for a limit of not less than Two Hundred Thousand Dollars ($200,000) liability for all damages arising out of bodily injuries to or death of one person and subject to that limit for each person, a total

work required for the construction of the project has been completed.

If any part of the work is sublet, similar insurance shall be provided by or in behalf of the subcontractors to cover their operations, and evidence of such insurance satisfactory to the State and the Railroad shall be furnished by the Contractor.

Insurance

(A) CONTRACTOR'S PUBLIC LIABILITY AND PROPERTY DAMAGE LIABILITY INSURANCE - Having Contractor's public liability insurance providing for a limit of not less than Two Hundred Thousand Dollars ($200,000) liability for all damages arising out of bodily injuries to or death of one person and, subject to that limit for each person, a total (or aggregate) limit of One Million Dollars ($1,000,000), liability for all damages arising out of bodily injuries to or death of one or more persons in any one occurrence and Contractor's Property Damage Liability Insurance providing for a limit of not less than One Hundred Thousand Dollars ($100,000) liability for all damages arising out of injury to or destruction of property in any one occurrence, subject to that limit per accident, a total (or aggregate) limit of Three Hundred Dollars ($300,000) liability for all damages arising out of injury to or destruction of property during the policy period.

Evidence of such insurance coverage shall be furnished to and approved by the Railroad and State before the Contractor and/or subcontractors will be permitted to enter upon the work site.

If any part of the work is sublet, similar insurance shall be provided by or on behalf of the subcontractors to cover their part of the work they have contracted to perform.

(B) CONTRACTORS' PROTECTIVE PUBLIC LIABILITY AND PROPERTY DAMAGE LIABILITY INSURANCE - If any part of the work is to be performed by a subcontractor, the prime contractor shall carry on his own behalf regular Contractors' Protective Public Liability Insurance providing for a limit of not less than Two Hundred Thousand Dollars ($200,000) liability for all damages arising out of bodily injuries to or death of one person and, subject to that limit for each person, a total

(or aggregate) limit of One Million Dollars ($1,000,000) liability for all damages arising out of bodily injuries to or death of two or more persons in any one accident, and regular Contractors' Protective Property Damage Liability Insurance providing for a limit of not less than One Hundred Thousand Dollars ($100,000) liability for all damages arising out of injury to or destruction of property in any one accident and, subject to that limit per accident, a total (or aggregate) limit of Three Hundred Thousand Dollars ($300,000) liability for all damages arising out of injury to or destruction of property during the policy period.

Evidence of such insurance coverage shall be furnished to and approved by the Railroad and State before the Contractor or Subcontractors will be permitted to enter upon Railroad's Right-of-Way.

(C) RAILROAD PROTECTIVE PUBLIC LIABILITY AND PROPERTY DAMAGE LIABILITY INSURANCE - Regular Railroad Protective Public Liability Insurance providing for a limit of not less than Two Hundred Thousand Dollars ($200,000) liability for all damages arising out of bodily injuries to or death of one person and, subject to that limit for each person, a total (or aggregate) limit of One Million Dollars ($1,000,000) liability for all damages arising out of bodily injuries to or death of two or more persons in any one accident, and regular Railroad Protective Property Damage Liability Insurance providing for a limit of not less than One Hundred Thousand Dollars ($100,000) liability for all damages arising out of injury to or destruction of property in any one accident and, subject to that limit per accident, a total (or aggregate) limit of Three Hundred Thousand Dollars ($300,000) liability for all damages arising out of injury to or destruction of property during the policy period.

Insurance policy (C) shall contain the following endorsement:

(1) The policy(s) shall cover the liability imposed upon the insured (railroad) by law for damages, including damages for care and loss of services, because of bodily injury, sickness or disease, including death at any time resulting therefrom, sustained by any

(or aggregate) limit of one million dollars ($1,000,000) liability for all damages arising out of bodily injuries to or death of one or more persons in any one accident, and requires Contractor's Protective Property Damage Liability Insurance providing for a limit of not less than Ten Thousand Dollars ($10,000) liability for all damage arising out of injury to or destruction of property in any one accident, subject to such limit per accident, a total (or aggregate) limit of Two Hundred Thousand Dollars ($200,000) liability for all damage arising out of injury to or destruction of property during the policy period.

Evidence of such insurance coverage shall be furnished to and approved by the Initial and Date-Before the contractor or his contractors will be required to maintain Workmen's Compensation Insurance.

(2) AUTOMOBILE OWNERSHIP PUBLIC LIABILITY AND PROPERTY DAMAGE LIABILITY INSURANCE - Provide Automobile Ownership Public Liability Insurance providing for a limit of not less than Ten Thousand Dollars ($10,000) liability for all damage arising out of bodily injuries to or death of one person and, subject to that limit for each person, a total (or aggregate) limit of One Million Dollars ($1,000,000) liability for all damage arising out of bodily injuries to or death of two or more persons in any one accident, and requires Contractor's Property Damage Liability Insurance providing for a limit of not less than One Hundred Thousand Dollars ($100,000) liability for all damage arising out of injury to or destruction of property in any one accident, subject to that limit per accident, a total (or aggregate) limit of Three Hundred Thousand Dollars ($300,000) liability for all damage arising out of injury to or destruction of property during the policy period.

Insurance policy (ies) shall contain the following endorsements:

(1) The policy(ies) shall cover the liability imposed upon the insured (Contractor) by law for damage, including damage for bodily injury or death, loss of services, loss of bodily injury, sickness or disease including death at any time resulting therefrom, sustained by any

person or persons, and damages because of injury to or destruction of property, including the loss of use thereof, caused by accident and arising out of any acts or omission of the following in the performance of any operations under the contract for the designated project:

(a) The contractor and his subcontractor;

(b) Flagmen, watchmen and other protective employees of the insured, except those specified in (c) and (d) below, specifically loaned or assigned by the insured to the work performed by the contractor or his subcontractor, provided the cost of services of such employees is specifically to be borne by the contractor or subcontractor or by governmental authority;

(c) Supervisory employees of the insured while performing services at the job site with respect to the operations of the contractor or his subcontractors;

(d) Employees of the insured while operating, attached to or engaged on, at the job site, work trains or other railroad equipment exclusively assigned to the contractor or his subcontractors by the insured.

Provided, however, that approximate cause of the accident is any act or omission of any individual included in (a), (b), (c), (d) above.

(2) The policy shall also cover the liability imposed upon the insured by law for damages, including damages for care and loss of services, because of bodily injury, sickness or disease, including death at any time resulting therefrom, caused by accident and sustained at the job site by any employee of the contractor or his subcontractors.

(3) The terms "contractor" and "subcontractor" as used in (1) and (2) above do not include the named insured.

(4) The coverage shall be subject to the following exclusions:

(a) Any obligation for which the insured or any carrier as his insurer may be held liable under any workmen's or unemployment compensation, disability benefits or similar laws. The Federal Employer's Liability Act, U.S. Code (1946) Title 45, Sections 51-60 shall not for the purpose of this insurance be deemed to be any similar law.

(b) Any liability assumed by the insured under any contract or agreement other than contracts of carriage as a common carrier. Contracts of carriage as a common carrier as used herein shall not include those between the insured and the contractor or his subcontractors.

(c) Any liability arising out of accidents occurring after operations have been completed or abandoned at the place of occurrence thereof, other than accidents caused by the existence of tools, uninstalled equipment and abandoned or unused materials, but operations shall not be deemed incomplete because improperly or defectively performed or because further operations may be required pursuant to a service or maintenance contract. This exclusion does not apply until the State notifies the insured of acceptance of the project.

(d) Injury to or destruction of property owned by the insured.

(5) Each policy shall provide that it shall not be changed or cancelled until ten (10) days written notice has been given to the Railroad and to the Engineer.

Satisfactory evidence of such insurance, consisting of insurance certificate with proper endorsement(s) indicated thereon and specimen policy shall be furnished to and approved by the Railroad

(b) Any obligation for which the insured or any carrier as the insurer may be liable under any workmen's or compensation agreement, statutes or contracts or similar laws. The General Employers' Liability Act, U.S. Code (1964) Title 45, sections 51-60 shall govern the purpose of this insurance as covered in an Employer's Liability.

(d). Any liability assumed by the insured under any contract or agreement, except other contracts of carriage, or a sending carrier. Contracts of indemnity or a common carrier or with bailees shall not include those covering the insured and the contractors or his subcontractors.

(e) Any liability arising out of accidents occurring after operations have been completed or abandoned or the gift or of occurrence thereof, unless they are called by the or lease of such, the installed equipment and dismantled or moved materials, not operating shall not be covered. Incomplete items improperly or defectively performed or because further operations may be required prior to or service or maintenance contract. This exclusion does not apply until the time utilizes the insured of equipment or the project.

(f) Injury or destruction of property owned by or rented to the insured.

(g) Under policy shall provide that it shall not be changed or cancelled, except for (10) days written notice has been given to the National Jewish Engineer.

Contractors employees of any, independent contractors or equipment materials are not covered under the General and operations policy shall be interpreted as not applicable by the insured

before the Contractor or Subcontractor will be permitted to enter upon the Railroad's Right-of-Way, and the original policy together with original endorsements, shall be furnished to the Railroad promptly thereafter.

INSURANCE REQUIREMENTS (CONCLUSION) - All insurance hereinbefore specified under Items (A), (B), and (C) shall be carried until all work to be performed under the terms of this Agreement on the Right-of-Way of Railroad has been satisfactorily completed as evidenced by the formal acceptance thereof by the State.

In addition to the above-mentioned Liability Insurance Policies Contractor must furnish the Railroad with evidence of Workmen's Compensation Insurance Coverage.

The Contractor will comply with the following requirements:

(1) The Contractor will procure all insurance in the amounts noted herein and in form acceptable to the Railroad.

(2) The Contractor or his insurance representative must reconcile any policy or policies to the satisfaction of the Railroad.

(3) The Contractor must present the original of the Railroad Protective Insurance Policies to the Railroad. Evidence of the Contractors and Contractor's Protective Policies shall be submitted to the Railroad.

(4) The Contractor must present to the Engineer certification from the Railroad that the insurance policies as presented are acceptable and that work may be performed on the property of the Railroad.

(5) The Contractor must submit a certificate of those policies to the Engineer.

15. After the bridge is completed and accepted by the State, the State agrees that the use, operation, renewal or maintenance of the bridge and all parts of said bridge shall not in any manner interfere with the use and operation and maintenance of the Railroad or its trains, tracks, appurtenances or other property of the Railroad now used or hereafter used in the operation and maintenance of the Railroad, nor endanger the movement of trains or traffic upon the tracks or the Railroad.

Before the Contractor or Subcontractor will be permitted to enter upon the Railroad's Right-of-Way, and the original policy together with endorsement, shall be furnished to the Railroad promptly thereafter.

INSURANCE REQUIREMENTS (CONSTRUCTION) - All insurance hereinabove specified under Items (A), (B), and (C) shall be carried on all work to be performed under the terms of this agreement on the Right-of-Way of Railroad and be maintained completed in accordance with the terms and conditions thereof by the Contractor.

In addition to the above-mentioned liability insurance Contractor will furnish the Railroad also evidence of Railroad's Protective Liability Coverage.

The Contractor will comply with the following requirements:

(1) The Contractor will procure and maintain in full force and effect policy and in form acceptable to the Contractor.

(2) The Contractor on his insurance policy will specifically exclude the policies of the maintenance of the Railroad.

(3) The Contractor must present the original of the Railroad Protective Insurance Policies to the Railroad. Evidence of the Contractor and Subcontractor's Protective Policies shall be furnished to the Railroad.

(4) The Contractor must present to the Railroad certificates from the Railroad that the insurance policies in effect and amounts and that work may be performed on the property of the Railroad.

(5) The Contractor must submit a certificate of insurance policies to the Railroad.

5. After the bridge is completed and accepted by the State, the State agrees that the use, operation, repair or maintenance of the bridge and all parts of said bridge shall not in any manner interfere with the use and operation and maintenance of the tracks, structures, appurtenances or other property of the Railroad or other facilities used in the operation and maintenance of the Railroad, nor endanger the movement of locomotives, cars and trains over the tracks of the Railroad.

Minutes of Oct. 30 - 1957

State Roads Commission
TRAFFIC DIVISION
JAN 31 1958
Geo. N. Lewis, Jr.
Director

Mr. N. M. Pritchett
Mr. C. A. Goldeisen
Mr. E. C. Chaney (2)
Mr. A. L. Grubb (2)
Mr. A. F. Shure (+ 3 for Mr. Gleason)
Mr. H. C. Bowers
Mr. L. C. Moser
Mr. G. N. Lewis, Jr.
Cont. B-578-32-420;FAP#I-IG-483(14)
Mr. C. L. Wannen

Please substitute attached photostat of Page 13 for that page in copy of agreement, dated September 30, 1957, between The Pennsylvania Railroad Company, The Northern Central Railroad Company and State Roads Commission Re: Overhead bridge on Baltimore-Harrisburg Expressway, near Parkton in Maryland, Contract B-578-32-420;FAP#I-IG-483(14), executed by the Commission at meeting October 30, 1957.

When copies were furnished you, 14 mimeographed copies of this agreement were supplied by the J. E. Greiner Company, and photostats were made of only Pages 15, 16 and 17, the signature pages. It has since been discovered that the mimeographed copies contained the wrong Page 13.

BALTO. Co.

TRAFFIC DIVISION

JAN 31 1933

Geo. H. Lewis, Jr.
Director

Mr. M. M. Patchett
Mr. C. L. Goldman
Mr. J. M. Lane (2)
Mr. A. L. Gerhl (2)
Mr. A. E. Cowie (+ 3 for Mr. Gilman)
Mr. H. D. Bowers
Mr. L. C. Moser
Mr. G. M. Lewis, Jr.
Cont. B-279-32-420;TA7Q-20-4DS(1)
Mr. G. L. Wanamaker

Please substitute attached pamphlet of June 23 for that sent in copy of agreement, dated September 30, 1927, between the Pennsylvania Railroad Company, the Delaware Central Railroad Company and Cross Ports Commission for Overhead Bridge on Baltimore-Harrisburg Boulevard, near Harrison in Maryland, Contract B-279-32-420;TA7Q-20-4DS(1), approved by the Commission on meeting October 30, 1931.

Then copies were furnished you, it misunderstood copies of this agreement were supplied by the C. C. Cowles Company, and otherwise were marked only Copy 1A, 1B and 1C, the original copy. It has since been discovered that the misunderstood copies contained the wrong Exh. 1.

16. (a) The State will reimburse the Railroad for all costs and expenses for work and services performed hereunder by the Railroad growing out of or in connection with the project covered hereby.

(b) The State may at its election repay the Railroad directly or it may cause its Contractor or Contractors to reimburse the Railroad, for the cost and expenses of Railroad watchmen and flagmen necessary for protection services, engineering and inspection in so far as such expenses and services result from or grow out of project covered hereunder. Final settlement with Contractors shall be contingent upon showing that the Railroad has been reimbursed for such services.

(c) The State shall reimburse the Railroad monthly for the actual cost of work performed by the Railroad. The Railroad's claim for reimbursement from the State for the work performed by the Railroad during any month shall be filed with the State not later than the twenty-fifth day of the succeeding month, and shall be paid by the State within thirty (30) days thereafter. With respect to all work performed under the provisions of this Agreement by Railroad solely with its forces, the "net cost" shall be the actual cost incurred by it on the work including (exclusive of general supervision) the invoice cost of material used, and all items of labor paid for work performed and in addition thereto there shall be added to such items of labor applicable vacation percentages and taxes paid or accrued on wages for such labor for Railroad retirement, Railroad unemployment and any other Social Security taxes or items in the nature thereof upon such wages paid or accrued at the time, plus cost of insurance, all in accordance with the Bureau of Public Roads' regulations. Any dispute in respect to any bill rendered shall not delay payment of the undisputed portions thereof; provided, however, that such disputed items shall thereafter be promptly considered and, if proper, paid.

17. (a) Upon completion of the Improvement, the Railroad shall, at its own cost and expense, repair, renew, and maintain its roadbed and tracks and all other Railroad appurtenances. The State shall, at its own cost and expense, repair, renew and maintain the bridge and approaches and appurtenant facilities, and shall at all times keep the same in good order and repair and in safe condition;

BALTO. Co.

16. (a) The State will reimburse the Railroad for all costs and expenses for work and services performed hereunder by the Railroad growing out of or in connection with the project covered hereby.

(b) The State may at its election repay the Railroad directly or it may cause its Contractor or Contractors to reimburse the Railroad, for the cost and expenses of Railroad watchmen and flagmen necessary for protection services, engineering and inspection insofar as such expenses and services result from or grow out of project covered hereunder. Final settlement with Contractors shall be contingent upon showing that the Railroad has been reimbursed for such services.

(c) The State shall reimburse the Railroad monthly for the actual cost of work performed by the Railroad. The Railroad's claim for reimbursement from the State for the work performed by the Railroad during any month shall be filed with the State not later than the twenty-fifth day of the succeeding month, and shall be paid by the State within thirty (30) days thereafter. With respect to all work performed under the provisions of this Agreement by Railroad solely with its forces the "net cost" shall be the actual cost incurred by it on the work including (exclusive of general supervision) 15% of the invoice cost of material used, and 10% of all items of labor paid for indirect costs and in addition thereto there shall be added to such items of labor applicable vacation percentages and taxes paid or accrued on wages for such labor for Railroad retirement, Railroad unemployment and any other Social Security taxes or items in the nature thereof upon such wages paid or accrued at the time, plus cost of insurance. Any dispute in respect to any bill rendered shall not delay payment of the undisputed portions thereof; provided, however, that such disputed items shall thereafter be promptly considered and, if proper, paid.

17. (a) Upon completion of the Improvement, the Railroad shall, at its own cost and expense, repair, renew, and maintain its own roadbed and tracks and all other Railroad appurtenances. The State shall, at its own cost and expense, repair, renew and maintain the bridge and approaches and appurtenant facilities, and shall at all times keep the same in good order and repair and in safe condition;

16. (a) The State will reimburse the Railroad for all sums and expenses for work and services performed hereunder by the Railroad pursuant to or in connection with the projects covered hereby.

(b) The State may at its election repay the Railroad directly or in any other manner the amount of Railroad vouchers and the Railroad, for the cost and expense of Railroad vouchers and flagmen necessary for protection services, engineering, and inspection insofar as such cost and services relate to the cost of the project covered hereunder. Final settlement with contractors shall be contingent upon showing that the contracts have been approved for such services.

(c) The State shall reimburse the Railroad monthly, for the actual cost of work performed by the Railroad. The Railroad's claim for reimbursement from the State for the work performed by the Railroad during any month shall be filed with the State not later than the twenty-fifth day of the succeeding month, and shall be paid by the State within thirty (30) days thereafter. Such charges to all work performed under the provisions of this Agreement by Railroad labor forces the "net cost" shall be the actual wages incurred by it on the work including (exclusive of general supervision) 15% of the hourly cost of material used, and 10% of all items of labor paid for vacation, and in addition thereto there shall be added to such items of labor applicable vacation payments and taxes paid or accrued on wages for such labor for Railroad retirement, railroad unemployment and by other Federal Security taxes or items in the nature thereof upon such wages paid or accrued at the time, plus cost of insurance. Any dispute as respect to any bill rendered hereunder shall not delay payment of the undisputed portions thereof; provided, however, that such disputed items shall thereafter be promptly considered and, if proper, paid.

17. (a) Upon completion of the improvement, the Railroad shall, at its own cost and expense, repair, renew, and maintain its own roadbed and tracks and all other Railroad appurtenances. The State shall, at its own cost and expense, repair, renew and maintain the bridge and approaches and appurtenant facilities, and shall at all times keep the same in good order and repair and in safe condition;

and all such work shall be performed at such times, in such manner and on such terms and conditions as shall be satisfactory to the Chief Engineer of the Railroad, or his authorized representative, and so as not to interfere in any manner with or endanger the movement of trains or traffic upon the tracks of the Railroad and so as to properly safeguard the tracks, trains, and other facilities of the Railroad.

(b) In the event, however, the said bridge structure and other highway facilities are damaged due to Railroad derailment, accidents or collisions on the Railroad, the State will make the repairs necessary to restore the same substantially to their former condition and the Railroad agrees to reimburse the State for the actual cost of such repairs. In the event, however, the said bridge structure and other highway facilities are damaged by reason of collision or accident arising out of use of said highway, the State will, at its own cost and expense, make the repairs necessary to restore the same to their former condition without charge to the Railroad.

18. That the safety and continuity of operation of trains of the Railroad shall be of prime importance; shall at all times be protected and safeguarded, and the Contractors shall arrange their work accordingly. Whenever the work may affect the safety or the movement of trains, the method of doing such work shall first be submitted to the Chief Engineer of the Railroad or his duly authorized representative for approval without which it shall not be commenced or prosecuted, but the approval of the Chief Engineer of the Railroad or his duly authorized representative will not be considered a release from responsibility for any damage to the Railroad by acts of the Contractors or those of their employees.

During the construction period, the Railroad will cooperate with the State in the protection of traffic and the Contractors shall notify the Chief Engineer of the Railroad a sufficient time in advance f when they will start work, in order that necessary arrangements may e made properly to protect Railroad traffic.

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

and all such work shall be performed at such times, in such manner and of such kind and character as shall be satisfactory to the Chief Engineer of the Railroad, or his authorized representative, and so as not to interfere unnecessarily with or endanger the movement of trains or traffic upon the tracks of the Railroad, and so as to properly safeguard the tracks, property and other facilities of the Railroad.

(b) In the event, however, the said bridge structure and other highway facilities are damaged due to railroad derailment, accidents or collisions on the Railroad, the State will make the repairs necessary to restore the same substantially to their former condition, and the Railroad agrees to reimburse the State for the actual cost of such repairs. In the event, however, the said bridge structure and other highway facilities are damaged by reason of collision or accident attendant of use of said highway, the State will, at its own cost and expense, make the repairs necessary to restore the same to their former condition without charge to the Railroad.

16. That the safety and continuity of operation of trains of the Railroad shall be of prime importance, shall at all times be protected and safeguarded and the contractors shall arrange their work accordingly. Whenever the work may affect the safety of the movement of trains, the method of doing such work shall first be submitted to the Chief Engineer of the Railroad or his duly authorized representative for approval without which it shall not be commenced or prosecuted, but the approval of the Chief Engineer of the Railroad or his duly authorized representative shall not be considered a release from responsibility for any damage to the Railroad by acts of the contractors or those of their employees.

During the construction period, the Railroad will cooperate with the State in the protection of traffic and the contractors shall notify the Chief Engineer of the Railroad a reasonable time in advance of when they will start work, in order that necessary arrangements may be made properly to protect Railroad traffic.

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

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

ATTEST:

Asst. Secretary

THE NORTHERN CENTRAL RAILWAY COMPANY

by

Vice President

ATTEST:

Asst. Secretary

THE PENNSYLVANIA RAILROAD COMPANY

by

Regional Manager

Lessee of The Northern Central Railway Company

STATE ROADS COMMISSION OF MARYLAND

by

Chairman

ATTEST:

Secretary

a majority of

constituting the State Roads Commission of the State of Maryland

Approved as to form and legal sufficiency this 2 day of August, 1957.

Special Attorney

STATE OF PENNSYLVANIA)
COUNTY OF ~~PHILADELPHIA~~) ss.:
~~CITY OF PHILADELPHIA~~)
MONTGOMERY

I HEREBY CERTIFY that on this 30th day of September, 195 7, before me, the subscriber, a Notary Public of the State of Pennsylvania, in and for the County and City aforesaid, personally appeared J. P. NEVELL, 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 [illegible]
Notary Public
Lower Merion Township
Montgomery County

My Commission Expires:

July 2, 1981

STATE OF MARYLAND
[redacted])
[redacted]) ss.:
[redacted])
CITY OF BALTIMORE

I HEREBY CERTIFY that on this 30th day of August, 195 7, before me, the subscriber, a Notary Public of the State of Maryland [redacted], in and for Baltimore City [redacted], personally appeared J. A. Schwab, Regional Manager ~~Vice President~~ 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:

STATE OF MARYLAND)
CITY OF BALTIMORE) ss.:

I HEREBY CERTIFY that on this 30th day of October, 195 7, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City, personally appeared Robert Bonnell, Chairman, and Senator Edgar Brooks now ~~and~~ _____, ~~being all and~~ constituting a majority of the STATE ROADS COMMISSION OF THE STATE OF MARYLAND, and each severally acknowledged the aforegoing Agreement to be the act and deed of the State Roads Commission of the State of Maryland, acting for the State of Maryland.

AS WITNESS my hand and Notarial Seal.

Harry J. Hanks
Notary Public

My Commission Expires

5/6/59

Minutes

Balto Co.

EXCERPT FROM MINUTES OF MEETING OF THE STATE ROADS COMMISSION
WEDNESDAY, JULY 24, 1957
***

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

On recommendation of Deputy Chief Engineer Hopkins in letter of July 23, 1957, the Commission executed agreement, in quadruplicate, dated July 24, 1957, by and between the State Roads Commission of Maryland, acting for the State of Maryland, therein called "State", party of the first part, and The Department of Public Works of Baltimore County, acting for Baltimore County of the State of Maryland, therein called "County", party of the second part, relative to elimination of the Hamilton Avenue crossing of the proposed Northeastern Expressway, in the vicinity of Station 135 + 50, and the substitution therefor of an overhead crossing for a proposed roadway, therein referred to as "Chesaco Avenue", which will cross the Northeastern Expressway in the vicinity of Station 140 + 50 and extend from proposed Relocated Horst Avenue on the east to connect with Radecke Avenue on the west, wherein the State and County agree to and with each other, as more fully set forth therein, as to the terms and conditions under which the Chesaco Avenue crossing, together with the approaches thereto, shall be constructed.

The said agreement had previously been executed by Baltimore County and approved as to form and legal sufficiency by Special Attorney Herbert L. Cohen.

Copy: Mr. N. M. Pritchett
Mr. W. C. Hopkins (2)
Mr. P. A. Morison
Mr. C. A. Goldeisen
Mr. A. F. Shure
Mr. A. F. DiDomenico
Mr. E. C. Chaney (2)
Mr. C. L. Wannen
Mr. A. L. Grubb (2)
Mr. C. W. Clawson (4)
Mr. G. N. Lewis, Jr. (8)
Mr. F. P. Scrivener
Mr. F. V. Dreyer
Mr. L. C. Moser
Mr. L. J. O'Donnell
J. E. Greiner Co.
Secretary's File
Northeastern Expressway-Binder
" " -General
SRC-Baltimore County

THIS AGREEMENT, executed in quadruplicate, made and entered into this 2nd TH day of July, 1957, by and between the STATE ROADS COMMISSION OF MARYLAND, acting for the State of Maryland, hereinafter generally called "State", party of the first part, and THE DEPARTMENT OF PUBLIC WORKS OF BALTIMORE COUNTY, acting for Baltimore County of the State of Maryland, hereinafter generally called "County", party of the second part, witnesseth:

WHEREAS, pursuant to law, State is undertaking to construct an express highway, hereinafter generally referred to as "Northeastern Expressway", from a point on the City limits of the City of Baltimore, in the vicinity of the approaches to the Baltimore Harbor Tunnel, and proceeding in a northeasterly direction between U. S. Route 40 and U. S. Route 1 to a point at or near the boundary line between the State of Maryland and the Commonwealth of Pennsylvania, including a connection to a point at or near the boundary line between the State of Maryland and the State of Delaware; and

WHEREAS, construction of the said Northeastern Expressway on the alignment adopted will cross an existing highway in Baltimore County, hereinafter generally referred to as "Hamilton Avenue"; and

WHEREAS, previous to this Agreement, State has had its engineers design and prepare plans and specifications for a structure, together with approaches thereto, to carry Hamilton Avenue over the roadway and right-of-way of the Northeastern Expressway at its existing location in the vicinity of Station 135 + 50 of the Northeastern Expressway,

together with a service road, hereinafter generally referred to as "Relocated Horst Avenue," on the east side of the right-of-way of the Northeastern Expressway, all of said design having been accomplished in accordance with site plans previously approved by County; and

WHEREAS, due to certain changes in the master plan of proposed roadways in the vicinity of Hamilton Avenue, County desires to eliminate the crossing at the existing location of Hamilton Avenue in the vicinity of Station 135 + 50 and instead proposes to have an overhead crossing for a proposed roadway, hereinafter generally referred to as "Chesaco Avenue," which will cross the Northeastern Expressway in the vicinity of Station 140 + 50 and shall extend from proposed Relocated Horst Avenue on the east to connect with "Radecke Avenue" on the west; and

WHEREAS, State and County, pursuant to certain preliminary discussions, desire to enter into an agreement setting forth the terms and conditions under which the Chesaco Avenue crossing, together with the approaches thereto, shall be constructed.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH: That, for and in consideration of the premises and the sum of One Dollar ($1.00), each party to the other in hand paid, receipt whereof is hereby acknowledged, State and County covenant and agree to and with each other as follows:

1. County hereby agrees that the proposed Chesaco Avenue crossing of the Northeastern Expressway in the vicinity of Station 140 + 50 on the Northeastern Expressway shall take the place of and supplant all requirements for a crossing at the existing location of Hamilton Avenue

or at any other location in the vicinity thereof.

2. State agrees, at no cost to County, to prepare contract plans and specifications for the construction of Relocated Horst Avenue between Hamilton Avenue and Horst Avenue and for that portion of Chesaco Avenue to connect Relocated Horst Avenue with Radecke Avenue. Said plans and specifications shall include a structure to overpass the Northeastern Expressway, drainage structures, existing public utility relocations or adjustments, and the extent of right-of-way necessary for all construction. The alignment of Chesaco Avenue and Relocated Horst Avenue and widths required therefor shall be as shown on a plat marked "Exhibit A", entitled "Site Plan - Northeastern Expressway - Hamilton Avenue Area" and dated February 14, 1957, attached hereto and made a part hereof. All details for the construction of said roadways and drainage structures shall meet the minimum standards of the Department of Public Works of Baltimore County.

3. Preliminary and final detailed plans, as described in Article 2 of this Agreement, shall be returned approved or corrected within three weeks from date of submission to the Director of Public Works of Baltimore County.

4. State hereby agrees to bear all costs of construction, of the aforesaid roadways, bridge structure, drainage structures and work pertinent thereto, in connection with construction of Relocated Horst Avenue between Hamilton Avenue and Horst Avenue, and of proposed Chesaco Avenue from Relocated Horst Avenue to the east right-of-way line of

Langdon Lane. In addition, State shall bear all costs of the necessary right-of-way for Relocated Horst Avenue from Hamilton Avenue to Horst Avenue and the right-of-way for proposed Chesaco Avenue from the west right-of-way line of the Northeastern Expressway to the east right-of-way line of Langdon Lane.

5. County hereby agrees to bear all costs of construction of said Chesaco Avenue from the east right-of-way line of Langdon Lane to Radecke Avenue. In addition, County agrees to bear all costs of right-of-way from the east right-of-way line of Langdon Lane to Radecke Avenue. Said construction costs shall be determined by the actual quantity of pertinent items at prices quoted in the contract. Right-of-way costs shall include but shall not be limited to preparation of necessary metes and bounds surveys, plats and documents, appraisals, conveyance costs and all other costs necessary to acquire the individual parcels of land and to convey same to County. For construction costs which are applicable to the contract as a whole, such as insurance, the cost shall be proportioned on the basis of the actual cost of the portion of work involved.

6. State agrees to actually acquire all necessary right-of-way. Those portions of right-of-way which lie beyond the right-of-way lines of the Northeastern Expressway and which constitute right-of-way for Chesaco Avenue and Relocated Horst Avenue shall be conveyed to County in accordance with the provisions of Article 5 of this Agreement. The costs of those portions of right-of-way conveyed to County shall be due at date of conveyance thereof.

7. State agrees that roadways and other work pertinent thereto which lie beyond the right-of-way lines of the Northeastern Expressway, and which will be constructed in connection with Chesaco Avenue crossing of the Northeastern Expressway at Station 140 + 50, shall become the property of County on completion thereof and fulfillment of the terms of this Agreement.

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

ATTEST:

Secretary

STATE ROADS COMMISSION OF MARYLAND

by

Chairman

Member

Member

Recommended for Approval

Date 7/23/57 Deputy Chief Engineer

Approved

7/23/57 Chief Engineer
Date

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

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

ATTEST:

Secretary

BALTIMORE COUNTY, MARYLAND

County Executive

JUL 15 1957

DEPARTMENT OF PUBLIC WORKS

by

Director

Approved as to form and legal sufficiency this 10th day of July 1957.

Baltimore County Solicitor

STATE OF MARYLAND) S.S.:
CITY OF BALTIMORE)

I HEREBY CERTIFY that on this 24th day of July, 1957, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City, personally appeared Robert O. Bonnell chairman, and Edgar T. Bennett and John J. McMullen being all and constituting the STATE ROADS COMMISSION OF THE STATE OF MARYLAND, and each severally acknowledged the aforegoing Agreement to be the act and deed of the STATE ROADS COMMISSION OF THE STATE OF MARYLAND, acting for the State of Maryland.

AS WITNESS my hand and Notarial Seal.

Harry G. Stunk
Notary Public

My commission expires
May 4 1959

STATE OF MARYLAND) S.S.:
COUNTY OF BALTIMORE)

I HEREBY CERTIFY that on this 15 day of July, 1957, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Michael J. Birmingham County Executive of BALTIMORE COUNTY, and acknowledged the aforegoing Agreement to be the act and deed of THE COUNTY EXECUTIVE OF BALTIMORE COUNTY, acting for Baltimore County of the State of Maryland.

AS WITNESS my hand and Notarial Seal.

Alice D. Fringer
Notary Public

My commission expires
May 5, 1959

Minutes

EXCERPT FROM MINUTES OF MEETING OF THE STATE ROADS COMMISSION
WEDNESDAY, APRIL 17, 1957
***

Present: Senator Edgar T. Bennett and Mr. John J. McMullen.

On recommendation of Chief Engineer Pritchett in letter dated April 10, 1957, the Commission executed five copies of agreement, dated March 11, 1957, by and between Baltimore County, Maryland, therein called "County", party of the first part, and the State Roads Commission of Maryland, acting for and on behalf of the State of Maryland, therein called "Commission", party of the second part, covering the construction of a section of the Towson Run interceptor sewer across right-of-way of the Commission's Charles Street Avenue project, Contract B-678-1-420, in accordance with the conditions under which the work will be performed and the method of reimbursement by the County to the Commission for costs involved, as more fully set forth therein.

The said agreement had previously been executed by Michael J. Birmingham, County Executive, Baltimore County, and approved as to form and legal sufficiency by Special Attorney T. Thornton Murray.

Copy: Mr. N. M. Pritchett
Mr. W. C. Hopkins
Mr. P. A. Morison
Mr. C. A. Goldeisen
Mr. E. C. Chaney (2)
Mr. A. F. DiDomenico
Mr. C. L. Wannen
Mr. A. L. Grubb
Mr. C. W. Clawson
Mr. A. F. Shure
Mr. H. C. Bowers
Mr. L. C. Moser
Mr. G. N. Lewis, Jr. (8)
Secretary's File
SRC-Baltimore County
Contract B-678-1-420

THIS AGREEMENT, MADE THIS 11TH DAY OF MARCH 1957, BY AND BETWEEN BALTIMORE COUNTY, MARYLAND, A MUNICIPAL CORPORATION, HEREINAFTER CALLED "COUNTY" PARTY OF THE FIRST PART, AND THE STATE ROADS COMMISSION OF MARYLAND, ACTING FOR AND ON BEHALF OF THE STATE OF MARYLAND, HEREINAFTER CALLED THE "COMMISSION", PARTY OF THE SECOND PART.

WHEREAS, THE SECOND PARTY IS NOW CONSTRUCTING CHARLES STREET AVENUE, CONTRACT NO. B-678-1-420, AND AS SHOWN ON SHEET 11 OF 39 SHEETS OF THE CONTRACT DRAWINGS, THE ROUTE OF CHARLES STREET AVENUE PASSES OVER A SECTION OF THE TOWSON RUN INTERCEPTOR PROPOSED TO BE CONSTRUCTED BY THE BALTIMORE COUNTY DEPARTMENT OF PUBLIC WORKS FOR THE METROPOLITAN DISTRICT, SAID SEWER TO BE 21 INCHES IN DIAMETER, AND THE LENGTH OF THE SECTION WITHIN THE STATE RIGHT-OF-WAY IS APPROXIMATELY 400 FEET AS SHOWN ON A DRAWING OF THE BALTIMORE COUNTY DEPARTMENT OF PUBLIC WORKS MARKED 56-1433; THE PROFILE OF THE SECTION SHOWN ON THE COUNTY PLAT INDICATES THAT THE INTERCEPTOR SEWER WILL BE CONSTRUCTED BELOW THE ELEVATION OF THE BOX CULVERT WHICH WILL CARRY TOWSON RUN UNDER THE NEW DUAL HIGHWAY; AND

WHEREAS, THE SECOND PARTY, ACTING UNDER ITS POWER OF PRIOR ENTRY, HAS ACQUIRED FEE SIMPLE TITLE TO THE LAND IN THE AREA, AND ITS CONTRACTOR IS NOW ENGAGED IN CLEARING THE LAND OF TREES AND UNDERBRUSH, AND IN EXCAVATING THE SAME; AND

WHEREAS, THE COUNTY HAS NEVER ACQUIRED AN EASEMENT TO CONSTRUCT THIS SECTION FROM THE PROPERTY OWNERS AND WILL BE UNABLE TO ACQUIRE ONE FROM THE SECOND PARTY AFTER THE NEW DUAL HIGHWAY IS COMPLETED; AND

WHEREAS, IF THE COUNTY WAITS UNTIL THE DUAL HIGHWAY IS COMPLETED BEFORE CONSTRUCTING THE SEWER, IT WILL INVOLVE AN EXPENSIVE TUNNELLING OPERATION THROUGH ROCK, AND THE SECOND PARTY HAS AGREED THAT IN ORDER TO SAVE THE COUNTY THE ADDITIONAL EXPENSE INVOLVED IN THE TUNNELLING OPERATION, IT WILL CAUSE ITS CONTRACTOR TO CONSTRUCT A TRENCH FOR THE SEWER WITHIN THE STATE RIGHT-OF-WAY.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH, THAT IN CONSIDERATION OF THE PREMISES AND THE SUM OF ONE DOLLAR BY EACH PAID TO THE OTHER, IT IS MUTUALLY AGREED BY AND BETWEEN SAID FIRST AND SECOND PARTIES AS FOLLOWS:

1. THE STATE WILL INSTRUCT ITS CONTRACTOR TO EXCAVATE THE SEWER TRENCH FOR THE TOWSON RUN INTERCEPTOR SEWER WITHIN THE STATE RIGHT-OF-WAY AND TO BACK-

FILL THE SAID TRENCH FROM A POINT 2 FEET ABOVE THE TOP OF THE 21 INCH SEWER, TO BE CONSTRUCTED AS HEREINAFTER SET FORTH IN PARAGRAPH 2. THIS PORTION OF THE PROJECT WILL BE EXECUTED BY THE STATE'S CONTRACTOR UNDER THE TERMS OF THEIR CONSTRUCTION CONTRACT WHICH WAS ENTERED INTO AFTER PUBLIC BIDDING IN ACCORDANCE WITH STATE LAW, THE STATE AGREEING TO FOLLOW THE USUAL PROCEDURES FOR SUCH WORK UNDER THE STANDARD CLAUSES OF ITS CONTRACT IN ORDER THAT THE WORK SHALL BE DONE AT THE MOST ECONOMICAL PRICE.

2. AFTER THE SEWER TRENCH IS CONSTRUCTED AS AFORESAID, THE COUNTY WILL THEN INSTALL THE SEWER PIPE ITSELF AND WILL BACKFILL AROUND AND ABOVE THE PIPE TO A DEPTH OF 2 FEET ABOVE THE TOP OF THE PIPE, SUBJECT TO EXPERT COUNTY INSPECTION PROCEEDINGS AND AT ITS OWN EXPENSE. ALL BACKFILL OPERATIONS ARE TO BE ACCOMPLISHED IN ACCORDANCE WITH MARYLAND STATE ROADS COMMISSION SPECIFICATIONS AND SHALL BE SUBJECT TO STATE ROADS COMMISSION INSPECTION.

3. AFTER COMPLETION OF THE SEWER TRENCH OPERATION BY THE STATE, THE ACTUAL COST TO THE STATE OF THE CONSTRUCTION OF THE TRENCH FOR THE INTERCEPTOR SEWER WILL BE BILLED TO THE COUNTY, AND THE COUNTY AGREES TO REIMBURSE THE STATE FOR THE CONSTRUCTION COST OF THE TRENCHING OPERATION AS ACTUALLY INCURRED BY THE STATE WITH ITS CONTRACTOR, IT BEING EXPRESSLY UNDERSTOOD THAT SINCE THE COUNTY DREW PLANS FOR THE SEWER TRENCHING, NO PAYMENT WILL BE MADE TO THE STATE FOR PREPARATION OF PLANS OR FOR DEPARTMENTAL EXPENSES OF THE STATE ROADS COMMISSION OR OTHER LIKE OVERHEAD CHARGES.

4. UPON AND AFTER COMPLETION OF THE PROJECT AS HEREINBEFORE DESCRIBED, THE PARTIES HERETO AGREE THAT THE INTERCEPTOR SEWER LINE WILL BE MAINTAINED BY THE COUNTY AT COUNTY EXPENSE, IN PERPETUITY.

5. THIS AGREEMENT SHALL INURE TO AND BE BINDING UPON THE PARTIES HERETO, THEIR SUCCESSORS AND ASSIGNS.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE CAUSED THESE PRESENTS TO BE EXECUTED IN DUPLICATE BY THEIR PROPER OFFICERS THEREUNTO DULY AUTHORIZED, THE DAY AND YEAR FIRST ABOVE WRITTEN.

BALTIMORE COUNTY, MARYLAND

ATTEST:

Leonard M. Schulder
SECRETARY

Michael J. Birmingham
MICHAEL J. BIRMINGHAM
COUNTY EXECUTIVE

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

John B. Fanell
ASSISTANT SOLICITOR OF BALTIMORE COUNTY

ATTEST:

STATE ROADS COMMISSION OF MARYLAND

SECRETARY

[redacted] CONSTITUTING THE STATE ROADS COMMISSION OF MARYLAND

Approved

4/12/57 Norman M. Pritchett
Chief Engineer

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

L. Thomas Murray

G. N. Lewis, Jr.
Minutes

EXCERPT FROM MINUTES OF MEETING OF THE STATE ROADS COMMISSION
WEDNESDAY, MARCH 6, 1957
***

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

As recommended by Chief Engineer Pritchett in letter dated March 5, 1957, the Commission approved and Chairman Robert O. Bonnell executed for and on its behalf five copies of an agreement, dated March 6, 1957, by and between Maryland State Roads Commission, party of the first part, therein referred to as the "Commission", and Bethlehem Steel Company, party of the second part, therein referred to as "Steel Company", wherein the Commission and the Steel Company mutually agree as to their respective responsibilities incident to the construction of a traffic interchange facility delineated on an attached drawing No. 5440 considered a part thereof, in connection with the relocation and reconstruction of the North Point Boulevard (Md. 151) and Old North Point Road (Md. 20) at a junction with a new highway to be constructed by the Steel Company thru its Sparrows Point property to connect with the existing and proposed Bear Creek Bridges, as more fully set forth therein.

The said agreement, which had previously been approved as to form and legal sufficiency by Special Attorney F. A. Puderbaugh, is to be forwarded to the Bethlehem Steel Company for execution on its part, following which two (2) fully executed copies are to be returned for the Commission's file.

State Roads Commission
TRAFFIC DIVISION
APR 29 1957
Geo. N. Lewis, Jr.
Director

Copy: Mr. N. M. Pritchett
Mr. W. C. Hopkins
Mr. P. A. Morison
Mr. C. A. Goldeisen
Mr. E. C. Chaney (2)
Mr. A. F. DiDomenico
Mr. C. L. Wannen
Mr. A. L. Grubb
Mr. C. W. Clawson (4)
Mr. A. F. Shure
Mr. L. C. Moser
Mr. G. N. Lewis, Jr.(8)
Secretary's File
SRC-Baltimore County

THIS AGREEMENT made this 6th day of March, in the year nineteen hundred and fifty seven, by and between MARYLAND STATE ROADS COMMISSION, party of the first part (hereinafter referred to as the "Commission"), and BETHLEHEM STEEL COMPANY, party of the second part (hereinafter referred to as the "Steel Company"), WITNESSETH:

WHEREAS the Steel Company owns, operates and maintains a steel plant at Sparrows Point, together with the operation of the Sparrows Point Shipyard, also located at Sparrows Point, the combined employment of said facilities being, at present, in excess of 30,000 persons; and

WHEREAS the Steel Company is currently engaged in a program of expansion which when completed will be the largest integrated steel plant in the world and increase the combined employment of both facilities to approximately 40,000 persons; and

WHEREAS the area generally, including the Steel Company facilities and allied and related industries in close proximity, employ nearly 50,000 people; and

WHEREAS the Bethlehem Steel Company presently accounts for more than 15,000 truck movements per month which, together with the tremendous passenger car flow have caused and created a most serious traffic condition delaying and impairing the movement of persons and merchandise to and from the area, with the result that the efficient operation and maintenance and expansion of said Maryland industries, or the location of new industries, is threatened; and

WHEREAS the Maryland State Roads Commission and the Steel Company, with the advice of qualified consulting engineers employed by the Steel Company have agreed in principle to a plan which, when accomplished, would to some extent alleviate the serious situation hereinbefore referred to.

NOW, THEREFORE, in consideration of the mutual covenants and conditions hereinafter expressed, it is mutually agreed as follows:

1. The State Roads Commission will construct or complete on or before January 1, 1958, or as shortly thereafter as possible, the traffic facility delineated in red and designated as Segment "A" on the attached drawing No. 5440, said drawing to be considered a part of this agreement. It is further understood and agreed that the aforementioned completion date is predicated on the availability of steel required for said facility, and further, that said facility will be constructed without interruption to traffic on existing highways. It is further agreed that the complete cost of said facility shall be borne by the Maryland State Roads Commission except as hereinafter provided.

2. (a) The Steel Company will convey to the State of Maryland without consideration all rights of way necessary for the proposed facility on the west side of the North Point Boulevard known and designated as Route 151.

(b) Rights of way required for said facility situate east of Route 151 and west of Route 20, ~~and~~ out of properties presently owned and/or leased by the Edgemere Holding Company, Dennis Trucking Company and Branch Motor Express will be acquired by the Steel Company and conveyed without consideration to the State of Maryland.

(c) The cost of all engineering work required for the facility designated in red shall be borne by the Steel Company, the work to be approved by the Maryland State Roads Commission.

3. The Steel Company agrees to forthwith construct a new highway designated in yellow over its properties from the existing Bear Creek Toll Bridge connecting with the facility to be erected by the Commission, as designated on said drawing. It is understood and agreed that the Steel Company will also make every effort to promote a new highway from said facility northward between the Sparrows Point spur of the Pennsylvania Railroad and Back River to intersect Moffett Avenue, Eastern Avenue and/or U. S. Route 40, designated as Segment "B".

4. The Steel Company agrees to convey to the State of Maryland without consideration rights of way for roads and connections delineated in blue and designated as Segment "B", being part of the property presently owned by the Bethlehem Steel Company, situate on the west side of North Point Boulevard Route 151. Additional rights of way for facility "B" out of property on the east side of North Point Boulevard, Route 151, and west of Old North Point Road, Route 20, now owned and/or under lease by the said The Edgemere Holding Company, Dennis Trucking Company and Branch Motor Express Company will be acquired by the Steel Company and conveyed without cost to the State of Maryland, provided, however, the proposed new highway is actually undertaken and completed from the interchange hereinbefore described northward to intersect Moffett Avenue, Eastern Avenue and/or U. S. Route 40, by January 1, 1961, provided that this section may be revised as conditions warrant by re-negotiation six months before end of period.

5. The Steel Company further agrees to convey without consideration to the State of Maryland rights of way out of property presently owned by the Steel Company immediately adjacent to the bed of the Patapsco and Back River Railroad for the projection of a new highway from North Point Boulevard, Route 151, to a connection with Route 20 at or near Miller's Island Road, provided, however, that the intersection designs at various interchanges in connection with the proposed road designated in brown, Segment "C", as shown on said plat, shall be mutually approved by the parties hereto, and that such facility shall be completed on or before January 1, 1961.

6. The parties hereto are cognizant of the purchase of the existing Bear Creek Toll Bridge by the Baltimore County Revenue Authority and the contemplated construction of a new facility to cross Bear Creek in the vicinity of the existing Baltimore and Ohio Railroad bridge, and feel that said proposed crossing will have modern adequate connecting highway facilities from Sparrows Point northward, said proposal outlined in green on the plat attached hereto.

WITNESS the name of Bethlehem Steel Company by S. J. Cort one of its Vice Presidents, and its corporate seal duly attested by B. D. Broeker, one of its Assistant Secretaries.

BETHLEHEM STEEL COMPANY

By (Sgd.) S. J. Cort
Vice President

SEAL

(Corporate Seal)

ATTEST: (Sgd.) B. D. Broeker
Assistant Secretary

WITNESS the name of State Roads Commission of Maryland by Robert O. Bonnell, its Chairman

STATE ROADS COMMISSION OF MARYLAND

By Robert O. Bonnell
Chairman

ATTEST:

Secretary

Approved as to form
and legal sufficiency
May 5 1951
Special Attorney

Minutes G. N. Lewis, Jr.

EXCERPT FROM MINUTES OF MEETING OF THE STATE ROADS COMMISSION
WEDNESDAY, FEBRUARY 6, 1957
***

Present: Senator Edgar T. Bennett and Mr. John J. McMullen.

As presented by Chief Engineer Pritchett with his letter of February 5, 1957, the Commission executed duplicate copies of agreement, dated January 23, 1957, by and between the State Roads Commission of Maryland, acting for and in behalf of the State of Maryland, party of the first part, therein sometimes called "Commission", and the Maryland and Pennsylvania Railroad Company, a body corporate, party of the second part, therein sometimes called "Railroad", wherein the Railroad, insofar as it has a legal right and its present title permits, grants unto Commission the right, liberty and privilege of constructing the Baltimore Beltway, Contract B-635-5-420, across the right-of-way and track of the Railroad near Baynesville in Baltimore County, and, in connection therewith, the construction, for the railroad, of a railroad bridge, Contract B-635-37-420, which will permit the aforesaid Baltimore Beltway to pass beneath the Railroad's track, subject to the terms, limitations and agreements more fully set forth therein.

The said agreement had previously been executed by Maryland and Pennsylvania Railroad by J. B. Nance, President, found satisfactory by the Bureau of Public Roads and approved as to form and legal sufficiency by Special Attorney Earl I. Rosenthal.

Copy: Mr. N. M. Pritchett
Mr. W. C. Hopkins
Mr. P. A. Morison
Mr. C. A. Goldeisen
Mr. E. C. Chaney (2)
Mr. A. F. DiDomenico
Mr. C. L. Wannen
Mr. A. L. Grubb (2)
Mr. C. W. Clawson
Mr. A. F. Shure
Mr. L. C. Moser
Mr. G. N. Lewis, Jr.(8)
Secretary's File
SRC-Baltimore County
Contract B-635-5-420; B-635-37-420
FAP #UG-474(12)

EXCERPT FROM MINUTES OF MEETING OF THE STATE ROADS COMMISSION
WEDNESDAY, FEBRUARY 6, 1957
***

Present: Senator Edgar T. Bennett and Mr. John J. McMullen.

As presented by Chief Engineer Pritchett with his letter of February 5, 1957, the Commission executed duplicate copies of agreement, dated January 23, 1957, by and between the State Roads Commission of Maryland, acting for and in behalf of the State of Maryland, party of the first part, therein sometimes called "Commission", and the Maryland and Pennsylvania Railroad Company, a body corporate, party of the second part, therein sometimes called "Railroad", wherein the Railroad, insofar as it has a legal right and its present title permits, grants unto Commission the right, liberty and privilege of constructing the Baltimore Beltway, Contract B-635-5-420, across the right-of-way and track of the Railroad near Baynesville in Baltimore County, and, in connection therewith, the construction, for the railroad, of a railroad bridge, Contract B-635-37-420, which will permit the aforesaid Baltimore Beltway to pass beneath the Railroad's track, subject to the terms, limitations and agreements more fully set forth therein.

The said agreement had previously been executed by Maryland and Pennsylvania Railroad by J. B. Nance, President, found satisfactory by the Bureau of Public Roads and approved as to form and legal sufficiency by Special Attorney Earl I. Rosenthal.

Copy: Mr. N. M. Pritchett
Mr. W. C. Hopkins
Mr. P. A. Morison
Mr. C. A. Goldeisen
Mr. E. C. Chaney (2)
Mr. A. F. DiDomenico
Mr. C. L. Wannen
Mr. A. L. Grubb (2)
Mr. C. W. Clawson
Mr. A. F. Shure
Mr. L. C. Moser
Mr. G. N. Lewis, Jr.(8)
Secretary's File
SRC-Baltimore County
Contract B-635-5-420; B-635-37-420
FAP #UG-474(12)

AGREEMENT FOR BELTWAY UNDER MD. AND PA. RAILROAD

THIS AGREEMENT, executed in duplicate, made and entered into this 23rd day of January, 1957, by and between the STATE ROADS COMMISSION OF MARYLAND, acting for and in behalf of the State of Maryland, party of the first part, hereinafter sometimes called "COMMISSION", and the MARYLAND AND PENNSYLVANIA RAILROAD COMPANY, a body corporate, party of the second part, hereinafter sometimes called "RAILROAD", witnesseth;

WHEREAS, because of necessity of providing for continuing growth of highway traffic, the Commission desires to construct a new highway to be known as the Baltimore Beltway which will cross the track and right-of-way of the Railroad near Baynesville in Baltimore County, and

WHEREAS, in order to accomplish the aforesaid crossing it is contemplated to construct, for the Railroad, a Railroad Bridge which will permit the aforesaid Baltimore Beltway to pass beneath the Railroad's track, and in order to maintain Railroad traffic the bridge will be constructed in such position and in such manner that the bridge may at the proper time be shifted (over a weekend or during such times as the Railroad normally does not operate its trains); all to be done in cooperation with the Railroad so that interruption of Railroad traffic will be kept to a minimum consistent with reasonable cost and normal solutions of the engineering problems involved. Also in connection with the work, particularly the construction so as to maintain railroad traffic, reference is made to the fact that the new railroad bridge will be connected to the end of the Railroad's existing bridge over Cowpens Avenue; said new bridge, maintenance of Railroad traffic, the new highway and appurtenances all to be built in accordance with Plans and Specifications for the work which are hereby made a part of this Agreement by reference thereto, aforesaid being sometimes hereinafter referred to as "PROJECT", and

WHEREAS, the parties hereto being willing to cooperate with each other in accomplishment of said project this Agreement shall be for the purpose of stating the terms and conditions thereof.

NOW THEREFORE, this Agreement witnesseth that for and in consideration of the sum of Five Dollars ($5.00) paid by Commission to Railroad, the receipt whereof is hereby acknowledged, and of other good and valuable considerations as further stipulated herein, the parties hereto do hereby agree as follows:

SECTION 1. (a) The Railroad, insofar as it has a legal right and its present title permits, by these presents does grant, subject to the terms, limitations and agreements hereinafter set forth, unto Commission, its Successors and Assigns the right, liberty and privilege of constructing the Project as outlined herein and also as further described on Plan and in Specifications, across the right-of-way and track and making use of the property of the Railroad as required, said Project to be paid for by the Commission as further provided herein. It is understood that metes and bounds descriptions of required lands and easements will be furnished by the Commission to the Railroad.

(b) Commission will acquire all additional rights-of-way and easements over and above that granted to it by Railroad (or allowed to be used on temporary basis during construction) required for construction of project, particularly referring to additional land outside of Railroad's property. Commission will acquire this additional land by negotiation with property owners involved or by condemnation all without cost to Railroad.

SECTION 2. (a) Detailed Plans and Specifications for Project shall be prepared by arrangements made by Commission. Design requirements of the bridge shall be those of the Railroad. It is hereby provided that all of said Plans and Specifications and any changes therein shall be subject to approval, in writing, of both parties of this Agreement only to the extent to which their interests are affected thereby. In addition thereto, if Federal Funds are used in construction of Project, then said Plans and Specifications will also be subject to Federal approval and all work in connection with Project be subject to all laws and regulations of the Federal Bureau of Public Roads.

(b) Commission will advertise Project for bids for construction and will, in accordance with regular Commission procedure, receive bids for same, award contract to the lowest responsible bidder and supervise complete construction, the Railroad, however, reserving the right to perform or cause to be performed such temporary or permanent alterations of track, equipment, fixtures, signals, signal posts, telephone, telegraph, trolley and other wires and lines, conduits or pipes and devices, accessories and all Railroad appurtenances of whatever kind, nature or description (only insofar as same is made necessary by construction of said Project); it being understood, however, that at option of Railroad Commission will arrange for and have this work performed by its Contractors, subject to Railroad's supervision and approval. Any work done by Railroad may be performed with its own forces on force account basis or by contract (awarded by Railroad but subject to approval of Commission) or by combination of both. Commission to reimburse Railroad provided as in Section 10 hereof.

SECTION 3. Commission shall have general charge and supervision of engineering and inspection on Project. It is agreed, however, that in connection with Project all work performed on Railroad property shall be done in a manner to conform with Railroad's usual practices and subject to the Railroad's approval before being used. Railroad is invited and shall have the privilege to safeguard and protect Railroad traffic during construction by providing its own watchmen and/or flagmen to inspect the work and conditions which might affect Railroad especially during passage of trains. Specifications will require the Contractor to communicate with Chief Engineer of Railroad who shall be the sole judge as to when protection of Railroad traffic is necessary. Commission will cause its Contractor(s) to reimburse Railroad for such protective services. Commission to provide all necessary watchmen, flagmen, etc., to protect highway traffic at no cost to Railroad.

SECTION 4. As aforesaid, work herein shall be performed at such time and in [illegible] as not to unduly interfere with the moving of trains or traffic [illegible] being understood, however, that Railroad will cooperate

with Commission and allow Commission greatest period of time feasible during which track can be underpinned and new span rolled into position. Commission agrees to require its Contractors to use all reasonable care and precaution in order to avoid accidents, damage or delays or interference to Railroad's trains and property. Special Provisions make Contractor responsible for any losses and damages caused by delays encumbered upon Railroad by Contractor's operation.

SECTION 5. Commission will require its Contractor(s) upon completion of work and before final payment is made to remove from limits of Railroad's property all machinery, surplus material, falsework, rubbish, temporary buildings and other property of Contractor(s) and to leave said property in a satisfactory condition to the Railroad.

SECTION 6. Before any work on Project on Railroad right-of-way is undertaken, Commission will require its Contractor(s) in addition to construction bonds and other forms of insurance to obtain, pay for and execute all special insurance required by the Special Provisions of the Specifications of the Contract and such insurance policies are hereby incorporated by reference thereto into this Agreement and shall become a part thereof. Copies of such insurance policies will be furnished to the Railroad by the Contractor.

SECTION 7. As aforesaid, Commission through its arrangements with its own Contractor(s) or otherwise will construct new Railroad bridge, underpin Railroad track, prepare subgrade, lay Railroad track and connect with existing track. Commission requests and Railroad hereby agrees, if feasible, to supply ties, relay rails, other railroad appurtenances of type, condition and quality meeting with approval of Railroad. Said material to be delivered to the Commission's Contractor(s). Contractor is to install same to meet with Railroad approval. Commission will require its Contractor(s) to pay Railroad fair price for such material furnished by Railroad. Railroad agrees to allow Commission a credit for all Railroad track materials and appurtenances salvaged and remaining Railroad property and resulting from construction of project. Commission will also perform or arrange to perform through

its Contractor(s) or otherwise, relocation of Railroad's existing telephone line from its present location to a suitable location on the new bridge and Railroad shall cooperate in this regard and promptly approve Contractor's plan when found suitable.

SECTION 8. (a) Upon completion of Project, Railroad shall, at its sole cost and expense, repair and maintain Railroad ballast, ties, rails, fastenings, roadbed, including parts on existing and new bridges as well as telephone line, the existing Railroad bridge, etc., and all appurtenant Railroad facilities.

(b) Commission will at its sole cost and expense, repair and maintain the new bridge (constructed under Project) including both superstructure and substructure (but excluding ballast, ties, rails and fastenings, telephone line, appurtenances, etc.,) as well as highway, grading, embankments, highway paving and in fact all highway appurtenances constructed under Project. It is understood that Commission is not responsible for any repair and maintenance of any portion of Railroad's existing contiguous bridge.

SECTION 9. Commission will pay its Contractor(s) for work on Project and pay all other costs and expenses attributable to Project and reimburse Railroad or cause Railroad to be reimbursed for costs and expenses of any labor or materials by Railroad but only insofar as such costs and expenses are caused solely by construction of said Project as aforesaid. Where Commission reimburses Railroad direct for labor and materials used on Project, payment will include Workmen's Compensation, Public Liability Insurance, Vacation Allowance, Unemployment Insurance, Railroad Retirement Tax, Railroad Annuity, and actual overhead for supervision and accounting. No allowance, however, to be made for profit.

SECTION 10. This Agreement shall inure to and be binding upon the parties hereto, their successors and assigns.

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

STATE ROADS COMMISSION OF MARYLAND

By _____
Chairman

ATTEST:

_____

_____ _____
a majority of
[redacted] constituting the
State Roads Commission of the
State of Maryland

MARYLAND AND PENNSYLVANIA RAILROAD

By _____
President

ATTEST:

_____
Secretary

Approved as to form and legal sufficiency this 18 day of January, 195[illegible]

_____
Special Attorney General of Maryland

Lewis, Jr.

EXCERPT FROM MINUTES OF MEETING OF THE STATE ROADS COMMISSION
THURSDAY, JULY 5, 1956
***

I-695

Minutes

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

On recommendation of Mr. Albert L. Grubb, Chief, Bureau of Bridges, concurred in by Chief Engineer Norman M. Pritchett, the Commission executed Grant and Agreement, in triplicate, dated June 12, 1956, by and between The Philadelphia, Baltimore and Washington Railroad Company, a body corporate, and The Pennsylvania Railroad Company, also a body corporate, for itself and as lessee of the said The Philadelphia, Baltimore and Washington Railroad Company, parties of the first part, therein sometimes called "Railroad", and the State Roads Commission of Maryland, acting for and on behalf of the State of Maryland, party of the second part, therein sometimes called "S.R.C.", wherein the Railroad grants, subject to the terms, limitations, covenants and agreements therein set forth, unto the State of Maryland and to the use of the S.R.C., its successors and assigns, the right, liberty and privilege of constructing, establishing, maintaining, repairing and renewing the dual highway bridges to carry the dual lanes of the Baltimore County Beltway over the main line tracks and right of way of the Railroad about 900 feet north of Railroad Mile Post 102 (said bridges also crossing Leeds Avenue and Southwestern Boulevard) and another highway bridge to carry the so-called "Ramp G" connection (S.R.C., however, reserving the right to construct the highway bridge for Ramp G and other bridges incident to a more developed interchange at this location at subsequent dates), said Project to be in accordance with the Plans and Specifications made a part thereof by reference thereto, and to be paid for by the S.R.C. and as further provided in Section 16 thereof.

Said Grant and Agreement had previously been executed by the Railroad and approved as to form and legal sufficiency by Special Attorney Robert S. Rothenhoefer.

Copy: Mr. N. M. Pritchett
Mr. W. C. Hopkins
Mr. P. A. Morison
Mr. C. A. Goldeisen
Mr. E. C. Chaney (2)
Mr. A. F. DiDomenico
Mr. C. L. Wannen
Mr. A. L. Grubb
Mr. C. W. Clawson
Mr. A. F. Shure
Mr. H. C. Bowers
Mr. L. C. Moser
Mr. G. N. Lewis, Jr.
Secretary's File
SRC-Baltimore County
Contract #B-635-55-420 FAP#IN-474 (24

THIS GRANT AND AGREEMENT, executed in duplicate, made and entered into this 12th day of June, 1956, by and between THE PHILADELPHIA, BALTIMORE AND WASHINGTON RAILROAD COMPANY, a body corporate, and THE PENNSYLVANIA RAILROAD COMPANY, also a body corporate, for itself and as lessee of the said THE PHILADELPHIA, BALTIMORE AND WASHINGTON RAILROAD COMPANY, parties of the first part, hereinafter sometimes called "RAILROAD", and the STATE ROADS COMMISSION OF MARYLAND, acting for and on behalf of the State of Maryland, party of the second part, hereinafter sometimes called ".S. R. C.", witnesseth;

WHEREAS, because of the necessity of providing for the constant and unceasing growth in the volume of highway traffic, S.R.C. desires to construct a new highway to be known as the Baltimore County Beltway in Baltimore County, Maryland, and

WHEREAS, the aforesaid Baltimore County Beltway, as planned, will cross over the main line tracks and right of way of the Railroad about 900 feet north of Railroad Mile Post 102, with dual highway bridges to carry the dual lanes of the said Beltway over the Railroad (said bridges also crossing Leeds Avenue and Southwestern Boulevard) and another highway bridge to carry the so-called "Ramp G" connection (S.R.C., however, reserving the right to construct the highway bridge for Ramp G and other bridges incident to a more developed interchange at this location at subsequent dates); the project herein referred to being sometimes called the "Project", as shown on the Plans and described in the Specifications which are made a part hereof by reference thereto, and

WHEREAS, since the proposed improvement involves three (3) new bridges over the Railroad and since no existing grade crossings are to be physically closed as a result of Project, the benefits to the Railroad are zero, (it being understood that the two bridges for the dual lanes of the beltway are programmed for immediate improvement and the ramp G being considered as a possible future improvement), and

WHEREAS, the parties hereto being willing to cooperate with each other in accomplishing said Project, this Agreement is made for the purpose of stating the terms and conditions under which the aforesaid Project is to be made:

NOW THEREFORE, this Agreement witnesseth that for and in consideration of the

premises and the sum of Five Dollars ($5.00), paid by S.R.C. to Railroad, the receipt whereof is hereby acknowledged, and in further consideration of other good and valuable considerations moving from each party to the other, the Railroad, insofar as it has a legal right and its present title permits, has granted and by these presents does grant, subject to the terms, limitations, covenants and agreements hereinafter set forth, unto the State of Maryland and to the use of the S.R.C., its successors and assigns, the right, liberty and privilege of constructing, establishing, maintaining, repairing and renewing the overhead bridges as aforesaid, over and above the tracks, right of way and property of the Railroad, said Project to be in accordance with the Plans and Specifications hereinbefore mentioned and to be paid for by the S.R.C. and as further provided in Section 16 hereof.

TO HAVE AND TO HOLD the above grant and right, liberty and privilege unto and to the use of and benefit of the State of Maryland, to the use of the S.R.C., its successors and assigns, subject however, to the following terms, limitations, covenants and conditions.

1. This grant is made expressly subject to the reservation of all rights of the Railroad, its successors and assigns, in and to said lands not inconsistent herewith, including but not being limited to, the right to maintain, widen, enlarge, alter, change, remove, improve, use, operate, repair, renew and replace its railroad, track or tracks, and all necessary or convenient appurtenances and facilities on, above, under, over and across the said land and/or bridges and including but not being limited to, the right to construct or place or remove on, above, under, over and across said land and/or bridges, such and whatever structures as may be necessary or convenient in connection therewith and/or in connection with any changes in motive power and operation which may be hereafter made, including as well but not being limited to, the installation, removal, maintenance and use on, above, under, over and across the said land, and/or bridges, of any train control, communication and signal lines, or of any other system or systems of operation whatsoever, of trolley, power transmission line or lines, or other wires and lines, conduits and pipes, devices, structures, works, accessories, facilities and appurtenances of whatsoever kind, nature or description now used or hereafter to be used in the operation of the Railroad, with all necessary poles, guys,

anchors, wires, or other convenient structures, facilities and appurtenances whatsoever; the right to attach or remove from said bridges or any part thereof or to use the same as a support for such equipment, fixtures, catenary system and the necessary protective devices, poles, guys, anchors, signals, signals, signal posts, telegraph, telephone, train control, communications and signal lines or any other system or systems of operation whatsoever, trolley, power transmission line or lines, and other wires and lines, conduits, and pipes, devices, structures, works, accessories, facilities and appurtenances of whatsoever kind, nature and description now used or hereafter to be used in the operation of the Railroad, and the right to maintain, operate, use, repair, renew, change or alter the same without charge therefor to the Railroad, and the right to construct and install the same upon, under or above the said land and bridge and through, on, under, or above the bridges, and remove the same therefrom and maintain, operate use, repair, renew, change or alter the same without charge therefor to the Railroad.

PROVIDED, further, that said grant is given on the condition that if and when the said land and premises or any part thereof shall cease to be used for Project, the right, liberty and privilege to use the same, and the right of ingress and egress, shall immediately cease and terminate as to so much of the said land and premises as shall cease to be so used, with the same force and effect as if these presents had never been made; and the S.R.C. shall remove, at its own cost and expense, such bridges, piers or columns, supporting structures and appurtenances from said land and premises as shall cease to be so used and restore said land and premises to their present condition.

AND PROVIDED, FURTHER, that no open drainage holes shall be constructed in the bridges over the railroad tracks and roadbed, transmission line or lines, trolley and other wires and structures which will allow water to flow from the bridges on to the Railroad's tracks and roadbed, transmission lines, trolley or other wires and structures; and the S.R.C. shall install, renew, replace and maintain the drainage structures which are to be subject to the approval of the Chief Engineers of the S.R.C. and the Railroad, and no changes or alterations shall be made in the drainage structures to be shown on the detailed plans without the consent of the Railroad, provided, however, that if the drainage structures after the completion of the bridge shall

prove to be inadequate to protect the above property and facilities of the Railroad from water flowing thereon either directly or indirectly, such changes shall be made in the drainage structures as shall be mutually agreed upon between the parties hereto, to provide proper and sufficient drains and drainage facilities to carry off all water from the Railroad's property and facilities.

2. Detailed plans and specifications for the said Project shall be prepared by the S.R.C. Such plans and specifications shall be subject to the approval of the Railroad's Chief Engineer. In addition, if Federal funds are allocated and used on the said Project as aforesaid, plans and specifications shall also be subject to Federal approval. All contract awards affecting the Railroad's interest shall be subject to the approval of the Railroad's Chief Engineer. The detailed plans may be revised or modified upon mutual approval of the Chief Engineer of the S.R.C. and the Chief Engineer of the Railroad.

3. The design requirements of said bridges will be those of S.R.C. They shall be so designed so as to have a minimum vertical clearance of at least 23'-6" from top of rail to the underside of bridge, and a minimum horizontal clearance of 70'-10 1/2" between inside faces of bridge piers, or 35'-5 1/4" on each side of the present Railroad center line.

4. No changes in the plans or specifications for Project affecting the Railroad's interests shall be made without the consent of S.R.C. and Railroad.

5. S.R.C. shall arrange for the proper construction and completion of the bridge structures, abutments, columns, supporting structures, drainage structures, facilities and all other parts of said bridge structures and appurtenances in accordance with the plans and specifications, except that the Railroad reserves the right to perform or cause to be performed such temporary and permanent alterations of track, tracks, equipment, fixtures, signals, signal posts, telephone, telegraph, trolley and other wires and lines, power transmission line or lines, conduits and pipes, devices, accessories, the relocation of the Railroad track or tracks and all Railroad appurtenances and facilities of whatsoever kind, nature and description, made necessary by the construction of Project. Railroad's work may be performed with its own forces on a force account basis, or by contract

(awarded by the Railroad, subject to the approval of S.R.C.), or by a combination of both.

6. During the construction of bridges, in particular the erection of the portion over the Railroad's tracks, S.R.C. will require its Contractor or Contractors to take all necessary precautions to protect Railroad traffic, and such measures shall be subject to the approval in writing of the Chief Engineer of the Railroad or his duly authorized representative.

7. It is agreed that all falsework, rigging, bracing, forms or other structures that may be erected, shall provide such minimum clearances as shall be prescribed by the Chief Engineer of the Railroad or his authorized representative.

8. Each party will in carrying out the work, provide the necessary engineering and inspection and the costs thereof shall be borne by the S.R.C. and the Railroad as provided for in Section 16 hereof.

9. Should the S.R.C. find it necessary or desirable to change the location of any water ways or drainage structures on the Railroad's right of way, such changes shall be made by the S.R.C. only upon approval thereof by the Chief Engineer of the Railroad.

10. No explosives of any nature shall be used during the construction of the project which shall cause a hazard to Railroad's facilities or trains.

11. Any watchmen, flagmen, trainmen, carpenters, trackmen or other employees deemed necessary by the Railroad during construction or during the maintenance or renewal or repair of the bridge to protect or safeguard Railroad traffic, shall be provided by the Railroad, and to protect and safeguard highway traffic shall be provided by the S.R.C., and the cost thereof shall be borne by the S.R.C., the Railroad to be reimbursed therefor in the same manner provided in Paragraph 16 hereof. It is agreed, however, that the providing of such watchmen, flagmen, trackmen, carpenters, trainmen, and other employees by the Railroad or by S.R.C. and other precautions taken either by the Railroad or by the S.R.C. as a consequence of the work by the Contractor or Contractors, shall not relieve said Contractors or their insurers of any liability or damage arising in connection with their operations.

12. All work to be done by S.R.C. on, over, or under Railroad's right of way

or property in the construction of the said overhead bridges or other work in connection therewith, shall be done at such times and in such manner and on such terms and conditions as shall be satisfactory to the Chief Engineer or his authorized representative, and so as not to interfere in any manner with or endanger the movement of trains or traffic upon the tracks of the Railroad. S.R.C. agrees to require its Contractors to use every care and precaution in order to avoid accident, damage to, or delay or interference with the Railroad's trains or other property.

It is further agreed that in the erection of said overhead bridges, piers, columns, or supporting structures and appurtenances, S.R.C. will obtain from the Railroad written approval of all equipment proposed to be used in the vicinity of the Railroad's tracks or property.

13. S.R.C. will require each Contractor upon completion of the work of such Contractor and before final payment is made, to remove from the limits of the Railroad's right of way all machinery, equipment, surplus materials, falsework, rubbish or temporary buildings and other property of such Contractor, and to leave the Railroad right of way in a condition satisfactory to the Chief Engineer of the Railroad or his authorized representative.

14. Prior to commencing any work on the project, the S.R.C. agrees to require its Contractor to procure the following kinds and amounts of insurance and keep same in full force and effect until all work required for the construction of the project has been completed.

If any part of the work is sublet, similar insurance shall be provided by and in behalf of the Sub-Contractors to cover their operations, and evidence of such insurance satisfactory to the S.R.C. and the Railroad shall be furnished by the Contractor.

(1) <u>Contractor's Public Liability and Property Damage Liability Insurance</u>

The Contractor shall furnish evidence satisfactory to the S.R.C. and to the Railroad, that, with respect to the operations he performs, he carries regular Contractor's Public Liability Insurance providing for a limit of not less than $200,000.00 for all damages arising out of bodily injuries to or death of one person, and subject to that limit for each person, a total limit of $1,000,000.00 for all damages arising out of bodily injuries to or death of two or more persons in any one accident, and regular Contractor's Property

Damage Liability Insurance providing for a limit of not less than $100,000.00 for all damages arising out of injury to or destruction of property in any one accident, and subject to that limit per accident, a total (or aggregate) limit of $300,000.00 for all damages arising out of injury to or destruction of property during the policy period.

Evidence of such insurance coverage shall be furnished to and approved by the Railroad and S.R.C. before the Contractor or Sub-Contractors will be permitted to enter upon the Railroad right of way.

(2) Contractor's Protective Public Liability and Property Damage Liability Insurance

The Contractor shall furnish evidence satisfactory to the S.R.C. and to the Railroad, that with respect to the operations performed for him by Sub-Contractors, he carries in his own behalf regular Contractor's Protective Public Liability Insurance providing for a limit of not less than $200,000.00 for all damages arising out of bodily injuries to or death of one person, and subject to that limit for each person, a total limit of $1,000,000.00 for all damages arising out of injury to or death of two or more persons in any one accident, and regular Contractor's Protective Property Damage Liability Insurance providing for a limit of not less than $100,000.00 for all damages arising out of injury to or destruction of property in any one accident, and subject to that limit per accident, a total (or aggregate) limit of $300,000.00 for all damages arising out of injury to or destruction of property during the policy period.

Evidence of such insurance coverage shall be furnished to and approved by the Railroad and S.R.C. before the Contractor or Sub-Contractors will be permitted to enter upon Railroad right of way.

(3) Railroad's Protective Public Liability and Property Damage Liability Insurance

In addition to the above, the Contractor shall furnish evidence satisfactory to the S.R.C. and to the Railroad, that, with respect to the operations he or any of his Sub-Contractors perform, he has provided for and in behalf of the Railroad, Railroad Protective Public Liability Insurance Coverage (Broad Form) providing for a limit of not less than $200,000.00 for all damages arising out of bodily injuries to or death of one person, and subject to that limit for each person, a total limit of $1,000,000.00 for all damages arising out of bodily injuries to or death of two or more persons in any one accident,

and Railroad Property Damage Liability Coverage (Broad Form) providing for a limit of not less than $100,000.00 for all damages arising out of injury to or destruction of property in any one accident, and, subject to that limit per accident, a total (or aggregate) limit of $300,000.00 for all damages arising out of injury to or destruction of property during the policy period.

ENDORSEMENT

Railroad's Protective Public Liability

and Property Damage Insurance

In consideration of the premium charged for the policy of insurance to which this endorsement is attached, it is further understood and agreed as follows:

1. That _____

_____, is hereinafter referred to as the "Insured".

2. That the Insurance Company hereby agrees to pay to and on behalf of the Insured and indemnify the Insured against:

(A) All loss from the liability imposed upon the Insured by law for damages for bodily injuries (including death at any time resulting therefrom, and including care and loss of service) suffered or alleged to have been suffered by any person or persons (including, but not limited to, passengers and employees of the Insured) caused by, resulting from or in any manner connected with the prosecution of the work hereinafter described; and

(B) All loss from and liability for damage to or loss or destruction of property and loss of use thereof (including, but not limited to property owned, leased, occupied or used by, or in the care, custody and control of the Insured or any employees of the Insured), caused by, resulting from or in any manner connected with the prosecution of the work hereinafter described.

3. The Insurance Company hereby agrees:

(A) To defend in the name of and on behalf of the Insured any suit or action brought against the Insured seeking damages on account of any such bodily injury or death, or property damage, loss or destruction, even if such suit or action is groundless, false or fraudulent; provided, however, that the defense of any suit or action (or the prosecution of any subrogation rights) within the scope of the coverage of this policy, shall be handled in cooperation with the Insured if the latter so chooses.

(B) To pay, irrespective of the limits of liability stated in this endorsement, all costs, all premiums on attachment and appeal bonds taxed against the Insured or required in any such proceedings, all expenses incurred by the Insured, and all interest accruing after entry of judgment against such part thereof as shall not be in excess of the limits of the Insurance Company's liability until the Insurance Company has paid, tendered or deposited in court the amount of such judgment or such part thereof as does not exceed the limits of the Insurance Company's liability as expressed in this endorsement.

4. Description of the work: The Insurance Company hereby agrees that the work herein referred to shall mean all work and operations of the contractor hereinafter named and its subcontractors, agents and employees, under or in connection with Contract No._____ dated_____ between the S.R.C., acting by and through the Commission and _____ (Name of Contractor) and any amendments thereof and supplements thereto, for the performance of this contract.

5. The Insurance Company hereby agrees that all exclusions in the policy of insurance to which this endorsement is attached are hereby deleted, but it is understood and agreed that this endorsement does not cover any liability or loss as a result of bodily injury or death, or property damage or destruction:

(A) Caused solely by the negligence of the Insured, its agents or employees.

(B) Suffered by any person or persons, or occasioned to any property, on account of whose injury or death or the damage or destruction of which the Insured shall have by agreement or otherwise voluntarily assumed or retained liability which, without such agreement, would not attach; provided, however, this endorsement shall cover any liability of the Insured arising from or as a part of any contract for the carriage of persons or property as a common carrier, and any liability as a bailee or otherwise of property, including rolling stock and equipment.

6. It is further understood and agreed that when employees of the Insured are loaned or assigned to the contractor or his subcontractor, to perform work in connection with his operations covered by this endorsement which is not in any way the work, business or operation of the trains of the Insured, or is not done under direct control of the Insured, and if such employees of

the Insured are subject to the direction and control of the contractor, his agents, employees or subcontractors, in all matters pertaining to their work, then for the purpose of this insurance such employees shall be regarded as employees of the contractor.

7. The limits of the Insurance Company's liability under this endorsement to the Insured are as follows:

	Each Person	Each Occurrence	Aggregate
Bodily injuries and death coverage:	$_____	$_____	Not Applicable
Property damage coverage:	Not Applicable	$_____	$_____

8. Anything in the policy to which this endorsement is attached to the contrary notwithstanding, coverage provided under this policy is exclusive of any carried by the Insured, and coverages provided under this policy shall be exhausted first, notwithstanding the fact that the Insured may have other valid and collectible insurance covering the same risk.

9. Any thing in the policy to which this endorsement is attached to the contrary notwithstanding, the policy shall not be cancelled, altered, amended or coverage reduced, without the giving of not less than thirty (30) days written notice by the Insurance Company to the Insured and the Commission.

10. Liability for payment of premiums under the policy to which this endorsement is attached, is solely upon the contractor named in paragraph 4, hereof.

11. Any of the provisions of the policy to which this endorsement is attached, inconsistent with this endorsement are hereby amended to conform with this endorsement; but, except as hereby modified and supplemented, the provisions of this policy shall be and remain in full force and effect.

This endorsement is to be attached to and forms a part of Policy No. _____ issued to _____ and shall become effective on the _____ day of _____, 19__, at the hour designated in said policy.

IN WITNESS WHEREOF, the _____ Insurance Company has caused this Endorsement to be signed by its President; but the same shall not be binding upon the Company unless countersigned by its authorized agent.

Countersigned at _____,
By:

_____ _____
Authorized Agent President

15. After the bridges are completed and accepted by S.R.C., S.R.C. agrees that the use, operation, renewal and maintenance of the bridges and all parts of said bridges shall not in any manner interfere with the use and operation and maintenance of the Railroad or its trains, tracks, appurtenances, or other property of the Railroad now used or hereafter used in the operation and maintenance of the Railroad, nor endanger the movement of trains or traffic upon the tracks of the Railroad.

16. (a) It is agreed that S.R.C. shall reimburse the Railroad monthly for the actual cost and expense of any labor and/or materials which may be required in the work to be performed by the Railroad or for cost of work contracted for by the Railroad. The Railroad's claim for reimbursement from S.R.C. for the work performed by or for the Railroad during any month shall be filed with S.R.C. not later than the twenty-fifth (25) day of the succeeding month, and shall be paid by the S.R.C. within thirty (30) days thereafter. In the event any part of the cost or expense incurred by the Railroad is not eligible for payment from Federal funds, S.R.C. shall reimburse the Railroad directly therefor.

It is understood that in bills of Railroad there shall be added to the items for labor applicable vacation percentages and taxes paid or accrued on wages paid for such labor for Railroad Retirement, Railroad Unemployment Insurance and any other Social Security taxes or items in the nature thereof upon such wages paid or accrued at the time, plus cost of insurance.

(b) S.R.C. may, at its election, repay the Railroad directly or it may cause its Contractor or Contractors to reimburse the Railroad, for the costs and expenses of Railroad watchmen and flagmen necessary for protection services, engineering and inspection only insofar as such expenses and services are caused solely by the construction of said Project. Final settlement with Contractors shall be contingent upon showing that the Railroad has been reimbursed for such services.

17. (a) Upon completion of Project, the Railroad shall, at its own cost

and expense, repair and maintain its own roadbed and tracks and all other Railroad appurtenances. S.R.C. shall, at its own cost and expense, maintain the bridges and approaches and appurtenant facilities.

(b) In the event, however, the said bridge structures and other highway facilities are damaged due to derailment, accidents or collisions on the Railroad, S.R.C. will make the repairs necessary to restore the same substantially to their former condition and the Railroad agrees to reimburse S.R.C. for the actual cost of such repairs. In the event, however, the said bridge structures and other highway facilities are damaged by reason of collision or accident arising out of use of said highway, S.R.C. will, at its own cost and expense, make the repairs necessary to restore the same to their former condition without charge to the Railroad.

18. That the safety and continuity of operation of trains of the Railroad shall be of prime importance; shall at all times be protected and safeguarded, and the Contractors shall arrange their work accordingly. Whenever the work may affect the safety or movement of trains, the method of doing such work shall first be submitted to the Chief Engineer of the Railroad or his duly authorized representative for approval without which it shall not be commenced or prosecuted, but the approval of the Chief Engineer of the Railroad or his duly authorized representative will not be considered a release from responsibility for any damage to the Railroad by acts of the Contractors or those of their employees.

During the construction period, the Railroad will cooperate with S.R.C. in the protection of traffic and the Contractors shall notify the Chief Engineer of the Railroad a sufficient time in advance of when they will start work, in order that necessary arrangements may be made properly to protect Railroad traffic.

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

IN WITNESS WHEREOF, the parties have caused these presents to be executed in duplicate by their proper officers or members thereunto duly authorized.

STATE ROADS COMMISSION OF MARYLAND

ATTEST:

BY _____
Chairman

_____
Secretary

_____
Being all and constituting the State Roads Commission of the State of Maryland

ATTEST:

THE PHILADELPHIA, BALTIMORE AND WASHINGTON RAILROAD COMPANY, a body corporate

_____
ASST. Secretary

BY _____
Vice President

ATTEST:

THE PENNSYLVANIA, RAILROAD COMPANY, a body corporate, for itself and as Lessee of the Philadelphia, Baltimore and Washington Railroad Company

_____
ASST. Secretary

BY _____
Regional Manager

Approved as to form and legal sufficiency this 24th day of April, 1956.

_____
Special Asst. Attorney General of Maryland

Copy: Mr. Robert O. Bonnell
Senator Edgar T. Bennett
Mr. John J. McMullen
Mr. N. M. Pritchett
Mr. G. N. Lewis, Jr.

Mr. J. D. Buscher
Mr. [illegible] F. Shure
Secretary's File
SRC-Baltimore County

Minutes
State Roads Commission
TRAFFIC DIVISION
JUN 22 1956
Geo. N. Lewis, Jr.
Director

EXCERPT FROM MINUTES OF MEETING OF THE STATE ROADS COMMISSION
WEDNESDAY, JUNE 13, 1956
***

Present: Mr. Russell H. McCain, Chairman, Senator Edgar T. Bennett and Mr. Bramwell Kelly.

The following resolution was, upon motion duly made and seconded, formally approved and adopted:

WHEREAS, the Baltimore Transit Company, by letter from Mr. D. W. Barratt, President, dated May 10, 1956, has made application to the State Roads Commission for permission to operate 102-inch width buses on certain state highways in Baltimore County as listed in a memorandum attached thereto; and

WHEREAS the Commission has been advised by Joseph D. Buscher, Special Assistant Attorney General, that under the provisions of Section 273 of Article 66½ of the Annotated Code of Maryland, the Commission has the legal authority to permit the operation of buses more than 96 inches in width along certain designated state highways; and

WHEREAS the Commission is of the opinion that sufficient engineering and field data are not now available in order to provide information on which a permanent decision may be made and is of the further opinion that such information and field data can be obtained only after an actual trial period is observed; and

WHEREAS the Commission is informed and believes that permitting buses of 102-inch width to traverse the above-designated highways would enable the Baltimore Transit Company to have better continuity of its transportation system, since permission has heretofore been granted by Baltimore City to permit the additional width of buses along the continuation of said routes within the city limits of Baltimore.

NOW THEREFORE BE IT RESOLVED that the application of the Baltimore Transit Company above-referred-to for permission to operate buses 102 inches in width on the state highways listed in memorandum attached to Mr. D. W. Barratt's letter of May 10, 1956 is hereby granted for a period from June 14 to September 15, 1956, during which time the results of the travel by the increased width of buses will be observed; and if the Commission shall determine as of September 15 that the permission herein afforded does not materially adversely affect the traveling public or safety of the highways, then the said permission shall continue to be in force and effect.

AND BE IT FURTHER RESOLVED that this permission is granted on condition that all of the routes named are now being used as scheduled routes with the operation of 96-inch width buses.

	Street	From - To	Roadway Width
	Annapolis Road	Arbutus Ave., to Ohio Ave	24'
2.	Baltimore National Pike	Charing Cross to Coleridge Rd.	48' (2-24')
3.	Bellona Ave	Charles St. to Haddon Ave.	County Road
4.	Butler Road	Hanover Rd. to Waugh Ave.	34'
5.	Charles Street Ave	City Line to Bellona Ave	54' (Div) 52' to 64' on Md.150
6.	Eastern Ave	City Line to New Eastern Blvd	21' on Md. 600
7.	Francis Ave	Carville Ave to Selma Ave	24' - 28'
8.	Frederick Rd	Old Frederick Rd. to St.John's Lane	22' - 32'
9.	Gwynn Oak Ave.	City Line to Woodlawn	21' - 44'
10.	Hanover Rd	Reisterstown Rd to Butler Rd	24'
11.	Harford Rd	City Line to Joppa Rd	46'
12.	Joppa Rd	Lackawanna Ave to Loch Raven Blvd	24' - 30'
13.	Liberty Heights Ave	City Line to Randallstown	22'
14.	Loch Raven Blvd	City Line to Joppa Rd	48' (2-24)
15.	New Eastern Blvd	Eastern Ave to Eastern Ave	48' (2-24)
16.	Reisterstown Road	City Line to Hanover Rd	40'
17.	Southwestern Blvd	Access Rd to Washington Blvd	48' to 64' (2-24)
18.	Washington Blvd	Southwestern Blvd to Calvert Dist	40'
19.	Washington Blvd	City Line to Westinghouse	40' to 50'
20.	Wilkens Ave	City Line to Maiden Choice Lane	27'

BALTO. Co.

EXCERPT FROM MINUTES OF MEETING OF THE STATE ROADS COMMISSION
WEDNESDAY, JUNE 13, 1956
****

Transfer ST. To Co.
MD 600 OLD EASTERN AVE
Now Co 4758,

Present: Mr. Russell H. McCain, Chairman, Senator Edgar T. Bennett and Mr. Bramwell Kelly.

On recommendation of Chief Engineer Norman M. Pritchett, the Commission executed agreement, in duplicate, dated June 13, 1956, by and between the State Roads Commission of Maryland, acting for and in behalf of the State of Maryland, party of the first part, therein sometimes called "Commission", and the County Commissioners of Baltimore County, acting for and in behalf of Baltimore County, Maryland, party of the second part, therein sometimes called "County", stating in detail the mutual aims and obligations of the parties thereto in connection with improvement by the Commission of Md. Route 600 (Old Eastern Avenue), from Marlyn Avenue in Essex to Middle River in Baltimore County, Maryland, Contract B-518-1-415, upon its completion to be accepted for maintenance by Baltimore County as part of its County Roads System, the project which is the subject of this agreement to consist of the following:

(a) Construction of a 48' curbed section from Marlyn Avenue to Josenhans Corner using preliminary plans of the County in so far as possible.

(b) Development and construction of a channelization at Josenhans Corner substantially in accordance with the existing aforementioned Plans developed by the Commission.

(c) Construction of a 44' curbed section from Josenhans Corner to Middle River, with improvement of the connection of Md. Route 600 to Eastern Avenue at Middle River.

Said agreement had previously been executed by the County Commissioners of Baltimore County, and approved as to form and legal sufficiency by Joseph H. Buscher, Special Assistant Attorney General of Maryland, and Walter H. Haile, Assistant Solicitor for Baltimore County.

Copy: Messrs Pritchett, Hopkins, Morison, Goldeisne, Chaney, DiDomenico, Shure, Wannen, Clawson, Moser, Lewis,
Cont. B-518-1-415
SRC-Baltimore Co.

EXCERPT FROM MINUTES OF MEETING OF THE STATE ROADS COMMISSION
WEDNESDAY, JUNE 13, 1956

******

Present: Mr. Samuel H. McCain, Chairman, Senator Edgar T. Bennett and Mr. Brem all Kelly.

On recommendation of Chief Engineer Norman E. Pritchett, the Commission executed agreement, in duplicate, dated June 13, 1956, by and between the State Roads Commission of Maryland, acting for and in behalf of the State of Maryland, party of the first part, therein sometimes called "Commission", and the County Commissioners of Baltimore County, acting for and in behalf of Baltimore County, Maryland, party of the second part, therein sometimes called "County", stating in detail the mutual aim and obligations of the parties thereto in connection with improvement by the Commission of No. Route 600 (Old Eastern Avenue), from Martin Avenue in Essex to Middle River in Baltimore County, Maryland, Contract B-318-1-N15, upon its completion to be accepted for maintenance by Baltimore County as part of the County Roads System, the project which is the subject of this agreement to consist of the following:

(a) Construction of a 36' curbed section from Martin Avenue to Joppenham Corner during preliminary plans of the county in so far as possible.

(b) Development and construction of a connection at Joppenham Corner substantially in accordance with the existing alignment shown on plans developed by the Commission.

(c) Construction of a 36' curbed section from Joppenham Corner to Middle River, with improvement of the connection of No. Route 600 to Eastern Avenue at Middle River.

Said agreement had previously been executed by the County Commissioners of Baltimore County, and approved as to form and legal sufficiency by Joseph H. Buscher, Special Assistant Attorney General of Maryland, and Walter H. Bailey, Assistant Solicitor for Baltimore County.

Copy: Messrs Pritchett, Hopkins, Norton, Poindexter, Chaney, Bikemeier, Shaw, Hannan, Simson, Moser, Lewis,
Cont. B-318-1-N15
BPC-Baltimore Co.

THIS AGREEMENT, executed in duplicate, made and entered into this 3th day of June, 1956, by and between the STATE ROADS COMMISSION OF MARYLAND, acting for and in behalf of the State of Maryland, party of the first part, hereinafter sometimes called "COMMISSION", and the COUNTY COMMISSIONERS OF BALTIMORE COUNTY, acting for and in behalf of Baltimore County, Maryland, party of the second part, hereinafter sometimes called "COUNTY", witnesseth:

WHEREAS, in order to provide for the constantly increasing volume of highway traffic, the Commission and the County have for some time contemplated the improvement of Maryland State Route 600, (Old Eastern Avenue), from Marlyn Avenue in Essex to Middle River in Baltimore County, Maryland, the aforesaid work being hereinafter sometimes referred to as the "Project", and

WHEREAS, the County has, in fact, hired Consultants who have prepared preliminary plans for improvement of the aforesaid highway from Marlyn Avenue to the intersection of Md. Route 600 with Back River Neck Road, said intersection being also known as Josenhans Corner, and

WHEREAS the Commission has employed Consultants to prepare plans for channelizing the intersection of Md. Route 600 and Back River Neck Road, Josenhans Corner.

WHEREAS, no plans have been made for the improvement of the aforesaid Md. Route 600 from Josenhans Corner to the intersection of Md. Route 600 with Eastern Avenue at Middle River, and

WHEREAS, the parties hereto, being desirous of completing Plans and Specifications for the Project and placing same under construction, wish to enter into an agreement to state in detail their mutual aims and obligations pertaining thereto.

NOW THEREFORE, this Agreement witnesseth that for and in consideration of the sum of Five Dollars ($5.00), each party to the other in hand paid, the receipt whereof is hereby acknowledged, and in further consideration of the mutual promises and obligations assumed and the benefits accruing to the parties as hereinafter set forth, the parties do hereby agree as follows:

SECTION 1. That the Project which is the subject of this Agreement shall consist of the following:

(a) Construction of a 48' curbed section from Marlyn Avenue to Josenhans Corner using preliminary plans of the County in so far as possible.

(b) Development and construction of a channelization at Josenhans Corner substantially in accordance with the existing aforementioned Plans developed by the Commission.

(c) Construction of a 44' curbed section from Josenhans Corner to Middle River, with improvement of the connection of Md. Route 600 to Eastern Avenue at Middle River.

SECTION 2.

(a) The Commission shall prepare detailed Plans and Specifications for the Project, utilizing as far as possible the aforesaid Plans already prepared by the County which may be of value in the Commission's development of the Project.

(b) Upon completion of the Plans and Specifications for this Project, as aforesaid, they shall become a part of this Agreement by reference thereto and as if attached hereto.

SECTION 3. The Commission agrees to acquire (by negotiation and/or condemnation) all additional rights of way, over and above that already owned by the County, needed for the construction of the Project and which may be necessary for the performance of any incidental work hereinbefore provided to be done in connection therewith.

SECTION 4. The Commission shall, in accordance with its usual procedure, advertise the Project for construction and shall determine the low bidder.

SECTION 5. The Commission shall, through its Contractor or Contractors, selected as aforesaid, construct the Project in its entirety, as aforesaid, and shall furnish all the necessary engineering, inspection, supervisory, accounting and other incidental services as are required by the Project.

SECTION 6.

(a) The Commission shall pay all costs attributable to the Project, including payments to Contractors, engineering, inspection, right-of-way acquisition, accounting, overhead and all other incidental expenses that may develop in connection therewith.

(b) The Commission shall reimburse the County for such portions of the County's Plans aforesaid, which may be of value in the Commission's development of the Project.

SECTION 7. Upon completion of the Project, as hereinbefore described, the parties hereto agree that the highway involved shall be removed from the jurisdiction of the Commission and shall become County owned and maintained.

SECTION 8. This agreement shall inure to and be binding upon the parties hereto, their successors and assigns.

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

STATE ROADS COMMISSION OF MARYLAND

ATTEST:

BY Russell H. McCain
Chairman

Secretary

Being all and constituting the
State Roads Commission of Maryland

COUNTY COMMISSIONERS OF BALTIMORE COUNTY

ATTEST:

BY
President

Approved as to form and legal sufficiency this 25th day of May 1956.

Special Assistant Attorney General
of Maryland

Approved as to form and legal sufficiency
this 4th day of May, 1956.

Walter R. Haile
Assistant Solicitor for
Baltimore County

EXCERPT FROM MINUTES OF MEETING OF THE STATE ROADS COMMISSION
WEDNESDAY, MARCH 16, 1955
*****

Present: Mr. Russell H. McCain, Chairman and Mr. Bramwell Kelly.

In connection with the Commission's action at meeting January 11, 1955, approving Right of Way Engineer LeRoy C. Moser's recommendation contained in letter dated January 6, that 3483.11 square feet of excess land on Edmondson Avenue (acquired from Lulu M. Kelty Smith, Item #3559, Contract #B-336-1-426, Secretary's File #7899), be conveyed to Mr. Eugene B. Heilman at the rate of $1.00 per square foot or $3483.11, Mr. Moser, in letter dated March 14, 1955, states that a subsequent re-check by the Engineering Department came up with the figure of 3485 square feet, and submitted, for execution by the Commission and the Board of Public Works, deed to convey said land.

Accordingly, the Commission executed deed, in duplicate, dated March 16, 1955, by and between the State Roads Commission of Maryland, party of the first part, the Board of Public Works of Maryland, party of the second part, and Eugene B. Heilman, party of the third part, wherein the parties of the first and second parts grant and convey and quitclaim unto the party of the third part, his heirs and assigns (and subject to the rights, reservations, restrictions, covenants and conditions therein set forth) all right, title and interest of the State of Maryland and the State Roads Commission of Maryland in and to the two (2) parcels of land situate, lying and being in Baltimore County, Maryland, as more fully described in said deed, and the party of the third part, on behalf of himself, his heirs, successors and assigns, joins in the conveyance for the purpose of perpetuating all of the rights, reservations, restrictions, covenants and conditions therein contained, which shall run with and bind the land thereby conveyed and shall bind the party of the third part, his heirs, successors and assigns forever. Said deed had been approved as to form and legal sufficiency by Special Attorney F. A. Puderbaugh.

Copy: Messrs Pritchett, Moser, Lewis, Chaney
Secretary's File #7899
" " (Heilman)
Contract #B-336-1426

Minutes

EXCERPT FROM MINUTES OF MEETING OF THE STATE ROADS COMMISSION
TUESDAY, JANUARY 11, 1955
***

Present: Mr. Russell H. McCain, Chairman, Senator Edgar T. Bennett and Mr. Bramwell Kelly.

On request of Right of Way Engineer LeRoy C. Moser in letter dated January 6, 1955, the Commission authorized Mr. Moser to notify Mr. Eugene B. Heilman, of the Yale Laundry, that the Commission will sell to him 3483.11 square feet of excess land (acquired from Lulu M. Kelty Smith, Item #3559, Contract #B-336-1-426, Secretary's File #7899) being all of Parcel (1) and a portion of Parcel (2) shaded in yellow on print of Plat 5929 submitted by Mr. Moser, subject to the denial of access shown in red on said print, at and for a total figure of $3,483.11. Mr. Heilman has been in touch with the Commission and the Chief Engineer regarding the possibility of purchasing these triangles to add to the Lulu M. Smith property for which he has an option to purchase if he can obtain the triangles from the State.

Bal. to Co.

Copy: Mr. N. M. Pritchett
Mr. L. C. Moser
Mr. G. N. Lewis, Jr.
Mr. E. C. Chaney
Secretary's File #7899
" "
Cont. #B-336-1-426

cc Mr. Geo N. Lewis Jr.

C

O

P

Y

File

State Roads Commission
TRAFFIC DIVISION

JAN 10 1955

Geo. N. Lewis, Jr.
Director

January 5, 1955

Mr. LeRoy Moser
Right of Way Engineer
State Roads Commission
Baltimore, Maryland

Dear Mr. Moser:

As you probably know, during the construction of the Baltimore-Harrisburg Expressway there were quite a few sections of County roads which had to be relocated and widened, and in each instance I believe your Department secured additional right of way. I am thinking particularly of Timonium Road, Padonia Road, Beaver Dam Road, Shawan Road, Thornton Mill Road, Quaker Bottom #1 Road, Quaker Bottom #2 Road, and the Priceville Road.

I wrote Mr. J. Fred Offutt, Chief Engineer of the Division of Engineering, Baltimore County, on September 9, 1954, stating that it was my opinion these roads should be turned back to the County for maintenance. He agrees and feels that the transfer can be made through the County Right of Way Department, but it would be necessary for your Department to furnish them with the rights of way acquired by the State Roads Commission on these particular roads.

Of course, there will be quite a few other County roads involved when the Baltimore-Harrisburg Expressway is completed, as well as roads in connection with the other contracts in the County, and I believe it would be well to have the roads mentioned above turned back to the County as soon as possible.

Will you kindly advise if you are in a position to take care of this matter. I do not feel that it requires any action on the part of the Commission or the County Commissioners as they were originally County roads and all we would have to do would be to convey to them what rights we had acquired.

Yours very truly,

E. C. Chaney
District Engineer

ECC*H

cc: Commissioners of Baltimore County
Mr. John Funk
Mr. W. Powers Grason
Mr. J. Fred Offutt
Mr. W. F. Childs
Mr. P. A. Morison

January 5, 1956

Mr. LeRoy Moser
Right of Way Engineer
State Roads Commission
Baltimore, Maryland

Dear Mr. Moser:

As you probably know, during the construction of the Baltimore-Harrisburg expressway there were quite a few sections of County roads which had to be relocated and widened, and in each instance I believe your Department secured additional right of way. I am thinking particularly of Timonium Road, Paradise Road, Beaver Dam Road, Shawan Road, Thornton Mill Road, Quaker Bottom #2 Road, Quaker Bottom #2 Road, and the Prineville Road.

I wrote Mr. J. Fred Griffith, Chief Engineer of the Division of Engineering, Baltimore County, on September 9, 1955, stating that it was my opinion these roads should be turned back to the County for maintenance. He agrees and feels that the transfer can be made through the County Right of Way Department, but it would be necessary for your Department to furnish them with the rights of way required by the State Roads Commission on these particular roads.

Of course, there will be quite a few other County roads involved when the Baltimore-Harrisburg Expressway is completed, as well as roads in connection with the other contracts in the County, and I believe it would be well to have the roads mentioned above turned back to the County as soon as possible.

Will you kindly advise if you are in a position to take care of this matter. I do not feel that it requires any action on the part of the Commission or the County Commissioners as they were originally County roads and all we would have to do would be to convey to them what rights we had acquired.

Yours very truly,

R. C. Chaney
District Engineer

RCC:H

cc: Commissioners of Baltimore County
Mr. John Funk
Mr. H. Powers Gresson
Mr. J. Fred Griffith
Mr. H. F. Onkiks
Mr. F. A. Horlson

Miss Hs
send cc to Mr WAF AFD + GNL

(Elwood) DD Mitchell (Lewis)

Baltimore

RECEIVED
JAN 6 1955
W. F. CHILDS, Jr.

Ent. In Book 9-26-74

January 5, 1955

Mr. LeRoy Moser
Right of Way Engineer
State Roads Commission
Baltimore, Maryland

Dear Mr. Moser:

As you probably know, during the construction of the Baltimore-Harrisburg Expressway there were quite a few sections of County roads which had to be relocated and widened, and in each instance I believe your Department secured additional right of way. I am thinking particularly of Timonium Road, Padonia Road, Beaver Dam Road, Shawan Road, Thornton Mill Road, Quaker Bottom #1 Road, Quaker Bottom #2 Road, and the Priceville Road.

I wrote Mr. J. Fred Offutt, Chief Engineer of the Division of Engineering, Baltimore County, on September 9, 1954, stating that it was my opinion these roads should be turned back to the County for maintenance. He agrees and feels that the transfer can be made through the County Right of Way Department, but it would be necessary for your Department to furnish them with the rights of way acquired by the State Roads Commission on these particular roads.

Of course, there will be quite a few other County roads involved when the Baltimore-Harrisburg Expressway is completed, as well as roads in connection with the other contracts in the County, and I believe it would be well to have the roads mentioned above turned back to the County as soon as possible.

Will you kindly advise if you are in a position to take care of this matter. I do not feel that it requires any action on the part of the Commission or the County Commissioners as they were originally County roads and all we would have to do would be to convey to them what rights we had acquired.

Yours very truly,

E C Chaney

E. C. Chaney,
District Engineer

ECC:H

cc: Commissioners of Baltimore County
Mr. John Funk
Mr. W. Powers Grason
Mr. J. Fred Offutt
Mr. W. F. Childs
Mr. P.A. Morison

September 10, 1954

Road Exchange

Mr. W. A. Friend
Office
State Roads Commission

Dear Mr. Friend:

There is attached hereto copy of letter dated September 9 from District Engineer E. C. Chaney to Mr. J. Fred Offutt which refers to certain county roads that were improved by the State Roads Commission in connection with the construction of the Baltimore-Harrisburg Expressway. Prior to the construction, as I recall it, a study was made of a number of county roads that would be involved and an agreement made with Baltimore County, at which time Mr. Nathan L. Smith, the Director of Public Works, regarding the improvements to be made and the maintenance of those several county roads subject to such improvement. This is all a matter of record in the office of the Chief Engineer.

Mr. Chaney's letter has to do with nine county roads listed therein, but it must be remembered that these roads were covered by a previous agreement and do not enter into the question of road exchange in Baltimore County.

Very truly yours,

William F. Childs, Jr.
Advisory Engineer

WFC,Jr:bjs

Copy for Mr. Hatfield

cc: Mr. Wm. F. Childs
Mr. Norman Pritchett
Mr. P. A. Morison

September 9, 1954

Mr. J. Fred Offutt
Chief Engineer
Division of Engineering
Department of Public Works of
Baltimore County
Towson 4, Maryland

Dear Mr. Offutt:

Several weeks ago in Mr. Funk's office, you and I discussed turning back to the County the various sections of County roads that were changed to some extent in connection with the construction of the Baltimore-Harrisburg Expressway. In most instances the State Roads Commission obtained additional right of way along these sections of the various County roads.

As they have always been in the County System I feel that they should now be taken over for maintenance by the County and believe that you agreed this should be done. If you will so advise, I will ask our Right of Way Department to turn over to the County right of way plats covering these areas.

The roads I have in mind at the present time are:

Timonium Road
Padonia Road
Beaver Dam Road
Shawan Road
Thornton Mill Road
Quaker Bottom #2 Road
Quaker Bottom #1 Road
Priceville Road
Belfast Road.

The total length of these sections of roads is 4.33 miles. Within the next year or two, there will be additional roads involved during the construction of the Baltimore-Harrisburg Expressway. Kindly let me hear from you on this matter as soon as possible.

Yours very truly,

E. C. Chaney

E. C. Chaney,
District Engineer

ECC:H

Mr. Childs:
These are not exchange Roads, but County Roads improved by us in connection with the B & H. Expressway. E.C.C.

Mr. Russell

EXCERPT FROM MINUTES OF MEETING OF THE STATE ROADS COMMISSION
WEDNESDAY, DECEMBER 29, 1954
******

Present: Mr. Russell H. McCain, Chairman, Senator Edgar T. Bennett and Mr. Bramwell Kelly.

On recommendation of Chief Engineer Norman M. Pritchett, as set forth in his letter of December 29, 1954 to the State Roads Commission, the following final estimate was approved for payment, this bridge and section of approach roadway to remain in the County system for maintenance by Baltimore County.

Final estimate of $11,411.61 for completion of construction of a bridge over Gwynns Falls, along Painters Mill Road, beginning at a point approximately 0.19 mile southwest of Reisterstown Road, U.S. Route #140, at Owings Mills, and extending southwesterly for a distance of 0.329 mile, our Contract #B-614-417 FAP#S-257 (1), Allied Contractors, Inc., contractor. The contract for this work was awarded on April 22, 1953 and was completed on October 5, 1954. The total amount of this contract is $110,047.78.

Copy: Messrs Pritchett, Hopkins, Morison, Goldeisen, Chaney, DiDomenico, Scrivener, Wannen, Grubb, Clawson, Lewis, Robins
Co. Commrs. of Balto. Co.
Cont. #B-614-417
SRC-Baltimore County

Ga. 136

B

Minutes

Geo. N. Lewis, Jr.
Director

EXCERPT FROM MINUTES OF MEETING OF THE STATE ROADS COMMISSION
WEDNESDAY, DECEMBER 29,1954

***

Present: Mr. Russell H. McCain, Chairman, Senator Edgar T. Bennett and Mr. Bramwell Kelly.

The Commission executed preliminary agreement, in duplicate, dated December 29, 1954, by and between the State Roads Commission of Maryland and Eastpoint, Inc., in connection with the Eastpoint Shopping Center at North Point Road and Eastern Avenue, it being understood and agreed by the parties that this preliminary agreement is a general agreement to enable the Corporation to make certain commitments and that a final detailed agreement shall be entered into between the parties at such time as all plans, plats, deeds, specifications, etc. therein mentioned or contemplated have been submitted and approved by the State Roads Commission of Maryland, its Engineering, Right of Way and Legal Departments.

Copy: Mr. H. M. Pritchett
Mr. F. A. Morison
Mr. C. A. Goldeisen
Mr. A. F. Shure
Mr. H. C. Chaney
Mr. J. D. Buscher
Mr. L. C. Moser
Mr. C. W. Clawson
Mr. G. N. Lewis, Jr.
Mr. C. L. Hannen
Secretary's File
SRC-Baltimore County

Copy

Minute

EXCERPT FROM MINUTES OF MEETING OF THE STATE ROADS COMMISSION
WEDNESDAY, JANUARY 20, 1954
***

Present: Senator Edgar T. Bennett and Mr. David M. Nichols.

Right of Way Engineer LeRoy C. Moser, in a letter dated January 20, 1954, reported to the Commission the results of public auction held January 19, 1954, conducted by E. T. Newell & Company, Inc., auctioneers, for the parcel of excess land situated on the northwest corner of Pulaski Highway and Chesaco Avenue, acquired in 1934 in connection with Contract B-316-48 from Bertha Herbert, R/W File #7018.

In accordance with Mr. Moser's recommendation in said letter, the Commission authorized acceptance of the high bid of $20,600.00 submitted by Samuel J. Salvo, 14 Back River Neck Road, Baltimore 21, Maryland, for the remainder of the Bertha Herbert property described above, and directed the Right of Way Department to proceed with preparation of the necessary deed for execution by the Commission and the Board of Public Works of Maryland, and further, authorized payment of E. T. Newell & Company, Inc.'s bill of $1,030.00 based on the usual 5% commission.

Copy: Mr. N. M. Pritchett
Mr. J. D. Buscher
Mr. L. C. Moser
Mr. C. L. Warnen
Mr. C. W. Clawson
Mr. A. L. Grubb
Mr. G. N. Lewis, Jr.
Mr. E. C. Chaney
Secretary's File (Bertha Herbert)
Secretary's File (new deed)
Contract #B-316-48

BALTO. CO.

Copy: Messrs: McCain
Childs
Hopkins
Morison
Goldeisen
Chaney
Mohler
Scrivener
Wannen
DiDomenico

Messrs. Lee
Lewis
Grubb
Secretary'smFile
Co. Commrs. of Balto.
" " " Howard Co.
SRC -Balto. Co.
SRC -Howard Co.

EXCERPT FROM MINUTES OF MEETING OF THE STATE ROADS COMMISSION
FRIDAY, AUGUST 7, 1953.

Present: Mr. Russell H. McCain, Chairman and Mr. Avery W. Hall

The Commission approved and accepted the following deeds from the County Commissioners of Baltimore and Howard Counties, transferring to the State of Maryland, to the use of the State Roads Commission, all their right, title and interest in Ilchester Bridge, and its appurtenances.

"THIS DEED, made by the COUNTY COMMISSIONERS OF BALTIMORE COUNTY, a corporation and body politic of the State of Maryland, Grantor, Witnesseth:

Pursuant to the power and authority vested in them by Chapter 645 of the Acts of 1943 of the General Assembly of Maryland (Article 89-B, Section 10 of the Code of Public General Laws of the State of Maryland) as amended, and for a good and valuable consideration, the said Grantor does hereby transfer, grant and convey all its right, title and interest in Ilchester Bridge, and its appurtenances, in the First Election District of Baltimore County, State of Maryland, to the State of Maryland, to the use of the State Roads Commission of Maryland.

AS WITNESS the execution of this Deed by the said Grantor this 25th day of June, 1953.

COUNTY COMMISSIONERS OF BALTIMORE COUNTY

ATTEST: (SEAL)

FRANK M. SCHULER
Frank M. Schuler, Secretary"

"THIS DEED, Made this 4 day of August, in the year nineteen hundred hundred and fifty-three, by the County Commissioners of Howard County, a body corporate and politic of the State of Maryland, Grantor.

WITNESSETH: Pursuant to the power and authority vested in them by Chapter 645 of the Acts of 1943, The General Assembly of Maryland (Article 89-B, Section 10 of the Code of Public General Laws of the State of Maryland) as amended, and for a good and valuable consideration, the said Grantor does hereby transfer, grant and convey, all its right, title and interest in Ilchester Bridge, and its appurtenances, in the First and Second Election Districts of Howard County, State of Maryland, to the State of Maryland, to the use of the State Roads Commission of Maryland.

Ilchester Bridge

S.R.C. 8/7/53

AS WITNESS the execution of this Deed by the said Grantor this 4 day of August, 1953.

COUNTY COMMISSIONERS OF HOWARD COUNTY
a body corporate and politic

(SEAL)

by: Norman E. Moxley
PRESIDENT

John L. Iglehart
Clerk

EXCERPT FROM MINUTES OF MEETING OF THE STATE ROADS COMMISSION
WEDNESDAY, JUNE 18, 1952
***

Present: Mr. Russell H. McCain, Chairman, Messrs. Avery W. Hall and David M. Nichols.

In accordance with agreement, dated August 17, 1949, by and between Goucher College, Hutzler Brothers Company, County Commissioners of Baltimore County, and the State Roads Commission of Maryland, and on recommendation of Assistant Chief Engineer-Construction C. A. Goldeisen, concurred in by Chief Engineer W. F. Childs, Jr. in letter dated June 12, 1952, the Commission agreed to accept for maintenance the roadway surfacing on the Joppa Road Bridge transversely between curbs and longitudinally for the length of the bridge structure only.

Copy: Mr. W. F. Childs, Jr.
Mr. W. C. Hopkins
Mr. P. A. Morison
Mr. C. A. Goldeisen
Mr. A. L. Grubb
Mr. E. C. Chaney
Mr. F. P. Scrivener
Mr. C. L. Wannen
Mr. A. F. DiDomenico
Mr. Allan Lee
Mr. G. N. Lewis, Jr.
Mr. J. E. Wood
Co. Commrs. of Balto. Co.
Hutzler Bros. Co.
Secretary's File #13371

Present: Mr. Russell D. Mohler, Chairman, Henry W. Hill and David H. Rhodes.

In accordance with agreement, dated August 17, 1949, by and between Dorchester County, Maryland Protective Association, Dorchester County of Baltimore County, and the State Roads Commission of Maryland, and on recommendation of Assistant Chief Engineer-Construction C. A. Gildehaus, concurred in by Chief Engineer W. F. Uhlig, Jr. in letter dated June 13, 1952, the Commission agreed to accept the maintenance the roadway surfaces on the upper deck bridge transversely between curbs and longitudinally for the length of the bridge structure only.

Copy: Mr. W. F. Uhlig, Jr.
Mr. W. G. Hopkins
Mr. F. A. Norton
Mr. C. A. Gildehaus
Mr. A. L. Crosby
Mr. E. C. Gaddy
Mr. J. T. Dorsey
Mr. G. L. Gorman
Mr. E. F. Gilmanice
Mr. Alton Lee
Mr. C. E. Lewis, Jr.
Mr. L. F. Wood
Co. Comrs. of Dorch. Co.
Bureau Pub. Rds.
Secretary's File (2)

Copy: Mr. R. H. McCain
Mr. W. F. Chil[illegible] Jr.
Mr. W. C. Hopkins
Mr. P. A. Morison
Mr. C. A. Goldeisen
Mr. A. F. Shure
Mr. E. C. Chaney
Mr. F. P. Scrivener
Mr. A. F. DiDomenico
Mr. G. N. Lewis, Jr.
Mr. Allan Lee
[illegible] A. L. Grubb
Mr. C. L. Wannen
Mr. H. C. Bowers
Mrs. G. S. Rice
Secretary's File

MD 148 Joppa Rd St. To Co.

See minutes

TRAFFIC DIVISION
SEP 10 1951
Geo. N. Lewis, Jr.
Director

EXCERPT FROM MINUTES OF MEETING OF THE STATE ROADS COMMISSION
THURSDAY, AUGUST 30, 1951
***

Present: Mr. Russell H. McCain, Chairman, Messrs. Avery W. Hall and David M. Nichols.

The Commission executed the following agreement, dated August 30, in quadruplicate, by and between the State Roads Commission of Maryland and the County Commissioners of Baltimore County, relative to construction of a circumferential highway around Baltimore City, which was prepared by Special Assistant Attorney General Joseph D. Buscher. In accordance with request of Mr. Buscher in letter dated August 29, the Commission directed that said agreement be returned to him for submission to the County Commissioners of Baltimore County for execution.

"THIS AGREEMENT, Made this 30th day of August, Nineteen Hundred and Fifty-One, by and between the State Roads Commission of Maryland, sometimes hereinafter called the 'Commission' and the County Commissioners of Baltimore County, sometimes hereinafter called the 'County'.

WHEREAS, it is deemed desirable by the Commission and the County to construct eventually a circumferential highway from the Dulaney Valley Road to the proposed Perring Parkway to U. S. Route 40 East, and from the Falls Road to U. S. Route 40 West, thence to the Baltimore - Washington Expressway, and

WHEREAS, it is deemed desirable by both parties hereto that the construction of that section of the road from the Dulaney Valley Road to Falls Road, a distance of approximately five (5) miles be completed at the earliest possible date, and

WHEREAS, there have been several discussions between the representatives of both parties to this agreement, relative to the method of financing the project, and

WHEREAS, an agreement has been reached by both parties hereto as to the proportion of cost each party will pay, and

WHEREAS, it is now desirable to formalize these agreements by a written contract.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH, That in consideration of the sum of One Dollar ($1.00) each to the other paid, receipt of which is hereby acknowledged, and in further consideration of the premises and the mutual promises of the parties hereto, hereinafter contained, the parties hereto do hereby agree as follows:

The County agrees -

1. To contribute the sum of Five Thousand Dollars ($5,000.00) per mile towards the cost of making surveys and preparing engineering plans, in-

BALTO. CO.

Dwyer Mr. M. M. Roberts Mr. A. L. Jones Mr. Allen Lee
Mr. T. Gill Mr. T. T. Gurney Mr. A. L. Grubb
Mr. T. H. Griffith Mr. F. T. Hartsfield Mr. E. L. Kemmer
Mr. T. A. Morrison Mr. A. J. Pilcherson Mr. H. M. Powers
Mr. T. T. Robinson Mr. H. M. Lewis, Jr. Mr. W. A. Rice
Secretary's File

BLACK-TOPPING HIGHWAY IN BRUNSWICK COUNTY
TUESDAY, AUGUST 20, 1941

Present: Mr. Burwell T. Morris, Chairman, Messrs. Avery W. Hall and David S. Blondin.

The Commission resumed the following proceedings, being August 20, by conferring, by and between the State Highway Commission of Virginia and the County Commissioners of Brunswick County, relative to abandonment of a proposed secondary highway around Lawrenceville, which was presented by Special Assistant Attorney General Joseph R. Wheeler. In accordance with request of Mr. Bowker in letter dated July 30, the Commission directed that said agreement be returned to the for submission to the County Commissioners of Brunswick County for execution.

"THIS AGREEMENT, made this 20th day of August, 1941, between the State Highway Commission of Virginia, by and between the State Highway Commission of Virginia, hereinafter called the 'Commission' and the County Commissioners of Brunswick County, hereinafter called the 'County'.

WITNESSETH, It is deemed desirable by the Commission and the County to abandon approximately a mile-and-a-half of highway from the Lawrenceville-Valley road to the proposed Darling Ferry to U. S. Route 58, now from the Valley road to U. S. Route 58 West, thence to the Lawrenceville-Meherrin Depot road, and

WHEREAS, it is deemed desirable to hard pave a portion of the new alignment of that section of the road from the Dunlopy Valley road to Darling Ferry, a distance of approximately five (5) miles by asphalt or tar-penetrated gravel, and

WHEREAS, there have been several discussions between the representatives of both parties to this agreement, relative to the method of financing the project, and

WHEREAS, an agreement has been reached by both parties hereto as to the proportion of each such party will pay, and

WHEREAS, it is the desirable to formalize these agreements by a written contract.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH, that in consideration of the sum of one dollar ($1.00) each to the other said, receipt of which is hereby acknowledged, and in further consideration of the mutual and the covenants herein contained, parties hereto, hereinafter, the parties hereto do covenant and agree as follows:

1. The County agrees:

1. To construct the new or relocated hereinabove (a, (b), and (c) and also improve the part of roadway, survey the proposed engineering plans, in-

cluding right of way plats for the first five mile section above described, and Five Thousand Dollars ($5,000.00) per mile for the additional length of the project when same is constructed.

2. To contribute the sum of Twenty Thousand Dollars ($20,000.00) per mile towards the construction cost of the first five mile section above described, and to contribute Twenty Thousand Dollars ($20,000.00) per mile for the length of the remainder of the project when same is constructed.

3. To acquire, at its own cost, immediately after the receipt of right of way plats, the necessary rights of way for the section above described as well as for the remainder of the project, if and when jointly undertaken.

4. To pay to the Commission an amount equal to the Federal Aid secondary and urban monies allocated to the County for the five year period beginning with the 1952 Federal Fiscal Appropriation. This to apply to the section between Falls Road and the Dulaney Valley Road.

Participation to the extent of an amount equal to Federal Aid monies on future sections of the proposed undertaking shall be established at a figure mutually agreeable to the parties hereto.

5. To pay the cost of curb, gutter, combination curb and gutter, and sidewalk to the extent that they may be required at the time of construction or in the future.

6. To assume the cost of storm water sewers exclusive of the cost of cross-drainage under the highway itself.

7. To take over for maintenance as a County road the Joppa Road, Maryland Route 148, from the York Road, U. S. Route 111, Eastwardly to the Belair Road, U. S. Route 1.

The Commission agrees to the following -

1. To proceed immediately with surveys and plans and the preparation of right of way plats for the entire distance of the presently proposed construction.

2. To pay the cost of engineering surveys, plans and right of way plats for the entire project, with the exception of the Five Thousand Dollars ($5,000.00) per mile which, as set forth above, will be paid by the County.

3. To pay the entire cost of construction with the exception noted above of the Twenty Thousand Dollars ($20,000.00) per mile to be paid by the County in addition to Federal Aid monies above referred to.

4. To pay the cost of cross-drainage under the proposed highway.

5. To place under construction immediately following preparation of surveys and plans and the acquisition of rights of way the approximate five (5) mile section between Falls Road and the Dulaney Valley Road.

Signed and Sealed the day and year first above written."

SRC minutes

EXCERPT FROM MINUTES OF MEETING OF THE STATE ROADS COMMISSION
WEDNESDAY, JUNE 13, 1951
***

Present: Mr. Russell H. McCain, Chairman, Messrs. Avery W. Hall and David M. Nichols.

The Commission approved recommendation of the Traffic Division outlined in letter of May 9 from Director George N. Lewis, Jr. to Chief Engineer W. F. Childs, Jr., concurred in by the latter in letter dated May 18, that present Alternate Route U.S. 40, which is Old Frederick Road, through Catonsville and Ellicott City, be designated as Md. Route 144 from the West Baltimore City Line to West Friendship, and further, that when construction of new sections of the Baltimore National Pike (U.S. 40) is completed westward, the Md. Route 144 designation shall be continued westward along the Old Frederick Road.

Copy: Mr. W. F. Childs, Jr.
Mr. W. C. Hopkins
Mr. P. A. Morison (2)
Mr. C. A. Goldeisen
Mr. Enoch Chaney
Mr. E. G. Duncan
Mr. A. F. Shure
Mr. F. P. Scrivener
Mr. A. F. DiDomenico
Mr. G. N. Lewis, Jr.
Mr. Allan Lee
Mr. A. L. Grubb
Mr. C. L. Wannen
Mr. L. W. Kern
Major R. M. Ridgely (2)

Old Fred Rd

BALTO. CO

EXCERPT FROM MINUTES OF MEETING OF THE STATE ROADS COMMISSION
MONDAY, JUNE 16, 1951

Present: Mr. Russell M. McCain, Chairman, Messrs. Avery W. Ball and David M. Michaly.

The Commission approved recommendation of the Traffic Division outlined in letter of May 2 from Director George R. Lewis, Jr. to Chief Engineer W. F. Childs, Jr., concurred in by the latter in letter dated May 18, that present Alternate Route U.S. 40, which is Old Frederick Road, through Catonsville and Ellicott City, be designated as Md. Route 144 from the West Baltimore City line to West Friendship, and further, that when construction of new sections of the Baltimore National Pike (U.S. 40) is completed westward, the Md. Route 144 designation shall be continued westward along the Old Frederick Road.

Copy: Mr. W. F. Childs, Jr.
Mr. W. O. Hopkins
Mr. F. A. Martien (2)
Mr. G. A. Goldsmith
Mr. Joseph Gurney
Mr. E. G. Larson
Mr. A. F. Shure
Mr. F. P. Sortwaner
Mr. A. F. Gildersleeve
Mr. G. R. Lewis, Jr.
Mr. Allen Lee
Mr. A. L. Grubb
Mr. C. L. Herman
Mr. L. S. Acre
Major H. K. Ridgely (2)

STATE OF MARYLAND
STATE ROADS COMMISSION
108 EAST LEXINGTON STREET
BALTIMORE - 3, MD.

January 12, 1951

To: Mr. Cassell

From: Mr. Lewis

Subject: S.R.C. Minutes

Esbeck
Frederick County

We are transmitting herewith two (2) copies of excerpts of minutes of the Commission of December 27 giving final estimate for completion of construction of concrete surfacing on the Baltimore-Washington Expressway, beginning at the Southernmost limits of Baltimore City and extending Southerly to the Patapsco River for a distance of 1.371 miles, and accepting into the State Highway System for maintenance this section of road.

Please correct our records accordingly.

Geo. N. Lewis, Jr.,
Director

j
CC: Roads Accepted Into State System
County Road Projects - Baltimore

Md. 46 Temp. For Maint.

STATE OF MARYLAND

STATE ROADS COMMISSION

109 EAST LEXINGTON STREET

BALTIMORE - 2, MD

January 12, 1955

To: Mr. Cassell

From: Mr. Lewis

Subject: S.R.C. Minutes

Attached are copies of minutes of meetings of the Board of Public Works and minutes of the meeting of the Board of Public Works for compilation of contracts of concrete surfacing on the Baltimore-Washington Expressway, Pentagon St. Southwestern limits of this more city and extending southerly to the Patuxent River, for approximately 5.771 miles, and adopting into the State Highway System for maintenance this section of road.

Please correct our records accordingly.

Geo. W. Lewis, Jr.,
Secretary

cc: Roads Accepted into State System
County Road Engineers - Baltimore

C
O
P
Y

Mb 295

C
O
P
Y

EXCERPT FROM MINUTES OF MEETING OF THE STATE ROADS COMMISSION
WEDNESDAY, DECEMBER 27, 1950
***

Present: Mr. Robert M. Reindollar, Chairman, Senator Joseph M. George and Mr. Russell H. McCain.

On recommendation of Chief Engineer W. F. Childs, Jr., as set forth in his letter of December 27, 1950 to the State Roads Commission, the following final estimate was approved for payment and this section of road accepted into the State Highway System for maintenance. Detail of the cost of this contract will be submitted by the Comptroller and recorded in the minutes at a subsequent meeting of the Commission.

Final estimate of $00,555.94 for completion of construction of concrete surfacing on the Baltimore-Washington Expressway, beginning at the Southernmost limits of Baltimore City and extending Southerly to the Patapsco River for a distance of 1.371 miles, our Contract #B-577-1-458 FAP#UI-465 (3). Bero Engineering and Construction Corporation, contractor. The contract for this work was awarded on August 25, 1948 and was completed on May 10, 1950. The total amount of this contract is $989,373.85.

Copy: Mr. W. F. Childs, Jr.
Mr. W. C. Hopkins
Mr. P. A. Morison
Mr. C. A. Goldeisen
Mr. D. P. Campbell
Mr. A. F. DeDomenico
Mr. F. P. Scrivener
Mr. C. L. Wannen
Mr. Allan Lee
Mr. G. N. Lewis, Jr.
Mr. W. A. Friend
Mr. W. C. Robins
Mrs. G. S. Rice
Co. Commrs. of Balto. Co.

Md. 41 Temp. For Maint.

SRC Minutes

EXCERPT FROM MINUTES OF MEETING OF THE STATE ROADS COMMISSION
WEDNESDAY, OCTOBER 4, 1950

***

Present: Mr. Robert M. Reindollar, Chairman, and Mr. Russell H. McCain.

In a letter to the Commission, dated October 2, Chief Engineer W. F. Childs, Jr. refers to letter, dated August 31, received from Mr. Emanual Gorfine, Assistant Secretary of Baltimore Trotting Races, Inc., concerning the erection of an anchor fence on the south side of the Pulaski Highway, east of the B. & O. Railroad Overpass, on State Roads Commission right of way by Baltimore Trotting Races, Inc. The fence in question comprises 142 feet within our right of way parallel to the center line on the south side, and about 30 feet within our right of way at right angles to the center line on the west end.

Inasmuch as investigation reveals that through certain information given by Commission personnel to Baltimore Trotting Races, Inc., erection of said fence within the Commission's right of way was inadvertently sanctioned, the Commission approved recommendation of Mr. Childs that a permit be issued to Baltimore Trotting Races, Inc. "covering the erection of the fence within our right of way and with a clause inserted requiring the Baltimore Trotting Races, Inc. to remove the fence from our right of way within thirty days of written notice from the Commission to do so."

Copy: Mr. W. F. Childs, Jr.
Mr. P. A. Morison
Mr. D. P. Campbell
Mr. A. F. Shure
Mr. Allan Lee
Mr. G. N. Lewis, Jr.
Mr. J. L. Mintiens
Mr. L. W. Kern

BALTO. Co.

Edleck

Fidelity Amon-Skin

MADE IN U.S.A.

For Lewis
S R C
Mail

EXCERPT FROM MINUTES OF MEETING OF THE STATE ROADS COMMISSION
WEDNESDAY, JUNE 21, 1950
***

Present: Senator Joseph M. George and Mr. Russell H. McCain.

The Commission approved recommendation of the Traffic Division, concurred in by Chief Engineer W. F. Childs, Jr. in letter dated June 19, that a right angle connection be made from the old North Point Road, Md. 20, to the new North Point Road, Md. 151, including a cross-over in the parkway in the dual highway, just northeast of the intersection of these two highways in Baltimore County.

Copy: Mr. W. F. Childs, Jr.
Mr. D. P. Campbell
Mr. G. N. Lewis, Jr.
Mr. J. L. Mintions
Mr. Allan Lee
Sen. John G. Turnbull

Baltimore

C
O
P
Y

October 11, 1949

Mr. D. P. Campbell
District Engineer
State Roads Commission
Towson, Maryland

Dear Mr. Campbell:

The following changes and additions will be noted by attached cards.

U.S. Route 1, Section 15 leaves the Washington Blvd. at Mt. Winan's Bridge, and runs to Wilkens Avenue in Baltimore City.

U.S. Route Alt. 1 will run from Mt. Winan's Bridge along the Washington Blvd. to Baltimore City Line at Caton Ave.

Destroy card U.S. 1, Section 15 in your file. (This is added to Section 16.)

Replace card U.S. 1, Sections 14 and 16. (Corrected mileage).

Destroy cards U.S. 40, Sections 40, 41, 42 and 43. These are combined in new Section 40.

Please notify this office as to which pieces of new road at Francis Ave. and at Sulphur Spring Road will be State maintained.

Very truly yours,

Frank P. Scrivener
Maintenance Engineer

FPS:as

cc: Mr. G. N. Lewis, Jr.
Mr. Chas. Norris

attach.

Copy: Mr. W. [illegible] Childs, Jr.
Mr. P. [illegible] Morison (2)
Mr. D. P. Campbell
Mr. G. N. Lewis, Jr.
Mr. J. L. Mintiens

Mr. Allen Lee
Balto. [illegible] Police Dept.
Mr. W. H. Bishop, Jr.
Capt. R. M. [illegible]

State Roads Commission
TRAFFIC DIVISION
AUG 18 1949
Geo. N. Lewis, Jr.
Director

File

EXCERPT FROM MINUTES OF MEETING OF THE STATE ROADS COMMISSION
WEDNESDAY, AUGUST 10, 1949
***

Present: Mr. Robert M. Reindollar, Chairman, and Mr. Russell M. McCain.

Assistant Chief Engineer P. A. Morison submitted to the Commission the following letter from Director of Traffic Division George N. Lewis, Jr., addressed to Mr. P. A. Morison under date of August 2, relative to traffic conditions at the Sulphur Spring Road and Francis Avenue crossings of the Pennsylvania Railroad, as they are likely to be affected by the opening of the new Wilkens Avenue Extension.

"This will acknowledge your memo. of July 20 forwarding correspondence from District Engineer Campbell and Mr. Bernard F. Herbert, Secretary of the Arbutus Community Assn. Inc., concerning traffic conditions at the Sulphur Spring Road and Francis Avenue crossings of the Pennsylvania R.R.

Mr. Mintiens made an investigation at these two locations on July 27 and we are forwarding three copies of his report of August 1.

The problem which is involved is that the new Wilkens Avenue Extension will be open to traffic on approximately September 1st, much ahead of the Francis Avenue and Sulphur Spring Road grade crossing eliminations. As we all agree, traffic on Wilkens Avenue Extension, when opened and properly signed, will be rather heavy; likewise will the traffic on Francis Avenue and Sulphur Spring Road continue to be heavy. At the Sulphur Spring Road grade crossing the distance from the edge of the new Wilkens Avenue Extension to the railroad gate is approximately 85 feet and the approach is on a +10percent grade toward the railroad. At Francis Avenue the distance from the edge of Wilkens Avenue Extension to the railroad gate is approximately 120 feet and the approach is on approximately a +7percent grade toward the railroad. This is certainly a hazardous condition and will continue to be such until the completion of the two grade separations.

As brought out in the second page of Mr. Mintiens' report the hazards at both of these temporary grade crossings will involve traffic on the cross-roads approaching the railroad tracks, which during peak hours is rather heavy. This traffic may have ample opportunity to cross Wilkens Avenue, but while this movement is being made the railroad gates may go down stopping some of this traffic blocking Wilkens Avenue Extension which consists of two-32 foot drives with a 4-foot median.

Another hazard will involve traffic which has stopped on the far side of the tracks of traffic crossing the tracks being unable to gain access to the highway due to the volume of traffic

BALTO. CO

on Wilkens Avenue Extension. We feel that some of this traffic may be stopped on the tracks when the gates are being lowered.

To correct this condition we recommend consideration be given to the installation of temporary traffic signals at both the intersection of Sulphur Spring Road and Francis Avenue with Wilkens Avenue Extension. For economic reasons we recommend these signals be of the fixed-time type with pre-emptor connected to the railroad warning circuit. When a train would enter the block all of the signals, except the one phase on the highway pointing toward the tracks would change to red for a pre-determined time so that traffic crossing the tracks would be cleared. The signal controling traffic on the highway would then revert to green and remain green until the railroad gates are open.

It is estimated that signals of this type will cost $1,200 for each location. Most of the equipment could be salvaged when the grade eliminations are complete and used elsewhere.

We return the letter from District Engineer Campbell, dated July 18, and the letter from Mr. Herbert, dated July 7, 1949."

By appropriate action, the Commission approved the recommendation of Assistant Chief Engineer P. A. Morison under date of August 9, 1949, and directed that temporary traffic signals at both the intersection of Sulphur Spring Road and Francis Avenue with Wilkens Avenue Extension, as outlined in Mr. Lewis's letter, be installed.

Baltimore

EXCERPT FROM MINUTES OF MEETING OF THE STATE ROADS COMMISSION
TUESDAY, OCTOBER 4, 1949.

Present: Mr. Robert M. Reindollar, Chairman, Senator Joseph M. George and Mr. Russell H. McCain.

By appropriate action, the Commission adopted name designations for certain sections of highway as indicated.

The new limited access divided highway between Baltimore and Washington: "Baltimore-Washington Expressway";

The new limited access highway between Annapolis and Washington: "Annapolis-Washington Expressway";

The new limited access highway between Baltimore and the Pennsylvania State Line along the general location of the present York Road: "Baltimore-Harrisburg Expressway";

The highway between Baltimore and Frederick: "Baltimore National Pike".

The highway from Frederick to Washington; "Washington National Pike".

Copy: Mr. W. F. Childs, Jr.
Mr. W. C. Hopkins
Mr. P. A. Morison
Mr. G. S. Rinehart
Mr. A. F. Shure
Mr. Allan Lee
Mr. A. L. Grubb
Mr. G. N. Lewis, Jr.
Mr. C. L. Wannen
District Engineers

Balto Co.

EXCERPT FROM MINUTES OF MEETING OF THE STATE ROADS COMMISSION
WEDNESDAY, SEPTEMBER 28, 1949

Present: Mr. Robert M. Reindollar, Chairman, Senator Joseph M. George and Mr. Russell H. McCain.

By appropriate action, the Commission adopted the name designation of "Southern Boulevard" (new connection from Wilkens Avenue to the Baltimore-Washington Boulevard) for that section of US 1 from Baltimore City Line to the Baltimore-Washington Boulevard, the new construction of which is now nearing completion.

On recommendation of Assistant Chief Engineer P. A. Morison, as set forth in his letter addressed to the Commission under date of September 26, the Commission declared this section of highway a boulevard, "except on the south end at the point where it joins the present Baltimore-Washington Boulevard. This connection is made in such a manner that the traffic on the Baltimore-Washington Boulevard and the new Southwestern Boulevard will be a merging movement so no stop signs will be necessary."

Copy: Mr. W. F. Childs, Jr.
Mr. P. A. Morison (2)
Mr. D. P. Campbell
Mr. C. L. Wannen
Mr. Allan Lee
Mr. G. N. Lewis, Jr.
Capt. R, M. Ridgely (2)

BALTO. CO.

EXCERPT FROM MINUTES OF MEETING OF THE STATE ROADS COMMISSION
WEDNESDAY, DECEMBER 22, 1948

***

Present: Mr. Robert M. Reindollar, Chairman, Senator Joseph M. George and Mr. Russell H. McCain

Acting on the recommendation of Assistant Chief Engineer P. A. Morison, as submitted to the Commission in his letter of December 21, 1948, the Commission read, approved and concurred in a resolution adopted by the County Commissioners of Baltimore County prohibiting parking on the north side of the Butler Road, from the Hanover Pike to Worthington Avenue.

The improvement of the Butler Road between the aforesaid points has been under way for some months, including the construction of a new bridge over the right of way and tracks of the Western Maryland Railway at Glyndon. Upon the full completion and formal acceptance of the work by the State Roads Commission, this road, between the aforesaid points, will be taken over by the State Roads Commission and maintained as part of the State Highway System.

Md
128
~~1.18 Miles~~

Copy: Mr. W. F. Childs, Jr.
Mr. P. A. Morison (2)
Mr. D. P. Campbell
Mr. F. P. Scrivener
Mr. C. L. Wannen
Mr. Allan Lee
Mr. G. N. Lewis, Jr.,
Co. Commrs. of Balto. Co.
Capt. R. N. Ridgely

Md 128 (old Co # 186) - Hanover Pike To Worthington Av
To Be Inv. + Filed.
Plan Miles 1.261 — Pen. Mac. — Type H
Inv. Index Map O.K.
G.H. Tracing O.K.
To Be Tab In SM Forms
To Be Put on Tab. Sheets
To Be Put on SLD
To Be Put on Road Life Cards
To Be Put on Rd Impr Index Map.

Binder Baltimore

CC: Mr. Reindollar
Mr. Childs
Mr. Morison
Mr. Campbell
Mr. Lewis
Mr. Mintiens
Mr. Lee
Co. Commrs. Balto. Co.
Mr. Thos. G. Young
Capt. Ridgely

EXCERPT FROM MINUTES OF MEETING OF THE STATE ROADS COMMISSION
THURSDAY, AUGUST 26, 1948

Present: Mr. Robert M. Reindollar, Chairman, and Mr. Russell H. McCain.

Following an investigation by the Traffic Div. of certain hazardous conditions along U.S. 111 in Cockeysville, the Commission, on the recommendation of Mr. Lewis, Director of the said Dvision, supported by the recommendation of Chief Engr. Childs, authorized the construction of an "Island" along the east side of the said highway south of the underpass.

A special study by the Traffic Division, which resulted in the aforesaid recommendation, was occasioned by a letter from Mr. Thos. G. Young, President, Calvert Bank, in which he refers to a particularly dangerous spot at the south end of the underpass, and on which subject Mr. Lewis, in his letter of August 13 to Asst. Chief Engr. P. A. Morison, states:

"---concerning the south end of the underpass where he states there is no arrangement for a turn-about as exists at the north end, is, that the reason there is no turn-about on the south end, there is no space yo construct such a facility. You will note that Mr. Mintiens has made several trips along the access road merging with south bound traffic on the York Road and proceeded to point where it was safe to make a left turn and reverse direction. As Mr. Mintiens has brough out, the condition is aggravated south of the underpass by double-movement where the access road intersects the York Road. This whole area was formerly used for angular parking, which parking was eliminated sometime ago by the creating of parallel parking only. The matter of double-parking is also one for police enforcement and should be brought to their attention.

As mentioned by Mr. Mintiens, there is an undesirable and hazardous condition along the east side of York Road where there is a large paved area leading to the access road and to the Sherwood Road. North bound traffic does not present too much of a problem but when southbound traffic leaves the Sherwood Road it attempts to enter the York Road along a very long diagonal path crossing north bound traffic and merging with south bound traffic. Unquestionably this practice is very hazardous and should be corrected by the construction of an island in the area as shown in red on the attached sketch"

Mr. Young, in his letter, questions the 30 mile an hour speed limit through the center of the business section of Cockeysville. However, the Traffic Division in its report states:

"Our investigation indicates that the posted 30 mile speed limit through this area is proper and well posted and we cannot recommend the lowering of this limit. The matter of speeding through Cockeysville on the York Road is a matter of police enforcement and we suggest that it again be brought to their attention".

Dr. Shadbolt Mr. Lewis Mr. Shea, Jr. Cook
Mr. Quigley Mr. Martens Mr. Hagey
Mr. Morrison Mr. Lee
Mr. Campbell Mr. Dr. Mr. Dr.

MINUTES FROM MEETING OF THE PORTS JOINT COMMITTEE
FEBRUARY MONDAY 26, 1962

Present: Mr. Robert L. Shadbolt, Chairman, and Mr. Kenneth T. Morrison.

Following an investigation by the Traffic Dept. of certain hazardous conditions Mission Blvd. Hill in Cooper Village, the Committee, on motion of Mr. Lewis, seconded by Mr. Quigley, unanimously resolved that the Director of Traffic Engr. Dept. be requested to install, maintain and operate a traffic signal at the intersection of Mission Blvd. and the centerline of the Jackson alley the west side of the and highway bridge of the underpass.

A special study by the Traffic Engineer, which resulted in the aforesaid recommendation, was conducted in a letter from Mr. Robert L. Lewis, Traffic Engr. Dept. in which he refers to a previously made study of the south end of the underpass, and in which he says, Mr. Lewis, in his letter of August 1, to Asst. Chief Engr. - Mr. Kelleher, states:

"--Considering the south end of the underpass where an estimated three to four accidents for a year-and-a-half on the north end, in fact there is no accident there in an eight-month period on the south end, there is no reason to consider such a facility for this area. Underpass has been several times along the underpass roadway leading to the south bound traffic on the Jack Road and proceeding to point where it is not safe to make a left turn and reverse direction. Mr. Kelleher has stated the position is also within about of the underpass by government where the access road intersects the Jack Road. This area was formerly used for equipment parking, which parking was eliminated recently by the erecting of signs prohibiting only. The matter of double-parking is also one for police enforcement and should be strongly enforced.

As mentioned by Mr. Kelleher, there is an actual alley and hazardous condition also, the east side of the road where there is a large gravel area length. To the address road to the Jack Road. Much heavy traffic does not generally use the road of a parking but when northbound traffic leaves the underpass they attempt to go on the Jack Road along a very long straight with crossing north lanes. Traffic and morning will usually round trip. Considerably this problem is very hazardous and should be corrected by the construction of a by island in the area in front on the attached sketch."

Mr. Lewis, in his letter, recommends the traffic as have been tried through the center of the Jackson a stop or Jackson, like however, the traffic therein in his report states:

"Our investigation indicates that the posting of the speed limit along this area is proper and well posted and we cannot recommend the lowering of such limit. The matter of heavy through traffic operating on the underpass is a matter of police enforcement and we regret that it again be brought to their attention.

Rec'd. 8/11/43
J.T.G.

INTERDEPARTMENTAL

DEPARTMENT OF PUBLIC WORKS
STATE OF MARYLAND

STATE ROADS COMMISSION

DISTRICT OR
DIVISION_____

August 11, 1943

To: Mr. J. T. Gorsuch

From: Mr. W. F. Childs, Jr.

Subject: S.R.C. Minutes

For your information there is given below copy of excerpt from minutes of meeting of the State Roads Commission, Wednesday, July 28, 1943:

Present: Mr. P. Watson Webb, Acting Chairman, and Mr. W. Frank Thomas.

"Several weeks ago, the Commission had before it a petition filed by certain residents in the vicinity of North Point Road and Wise Avenue, requesting that the connection between the old road and the new dual highway, a short distance northwest of Wise Avenue, remain open for traffic.

In order to provide free movement of traffic on the new dual highway, with as few intersecting roads as possible, it had been decided by the Engineering Department, the authorities of the Federal Works Agency, Public Roads Administration, having concurred in this decision, to do away with this intersection and to establish at New Battle Grove Road a connection between the two highways.

Subsequent to the receipt of the petition a traffic survey study was made of the number of vehicles, etc. using the old North Point Road from the New Battle Grove Road to the point in question, which is a distance of 0.59 mile, which developed that -

"****exclusive of the tavern at the intersection, there are 8 houses, 2 farms, one filling station, and a church which from appearances of the building, the grounds and driveway seems not to be in use at present. The church is at the end of the road 0.58 mile south of New Battle Grove Road. The last house from which a motor vehicle is driven is 0.34 mile from New Battle Grove Road.

- With the exception of one house, occupied by Negroes, and the frame church the other buildings and properties along the old road between New Battle Grove Road and the barricaded end are good properties well maintained and a source of traffic along the old road.

- It is estimated that approximately 30 vehicles per day on the average travel this section of the old North Point Road. It is further estimated that about 50 percent, or 15 of the 30 vehicles, turn toward Sparrows Point when reaching New Battle Grove Road.

- The properties are so spaced along the old North Point Road between New Battle Grove Road and the barricade that the average motorist when desiring to go toward Sparrows Point or Bay Shore areas must drive 0.17 mile to the

INTERDEPARTMENTAL

DEPARTMENT OF PUBLIC WORKS
STATE OF MARYLAND

STATE ROADS COMMISSION

Aug. 11-1943

DISTRICT OR
DIVISION_____

New Battle Grove Road, 0.07 mile to the new North Point Road, and 0.50 mile to the point of the proposed connection, a total distance of 0.74 mile. To the point of the proposed connection the average property owner will have to drive 0.42 mile. The proposed connection would be a saving of 0.32 mile for the average property owner along the old North Point Road."

Since the new North Point Road has been built as an access road, principally for the purpose of affording direct connection with industrial sections of Sparrows Point from Baltimore City, only occasional crossovers have been established for the convenience of traffic on the highway, and following consideration of the facts as established by the Traffic Survey Department, the Commission voted to uphold its Engineering Department in the action in barricading the Old North Point Road at its intersection with the New North Point Road, just north or northwest of Wise Avenue, and ordered that said barricade remain in the interest of public safety.

Copy: Road Inventory Revision Data
County Road Projects-Baltimore Co.

W. F. Childs, Jr.,
Director

F

Mp 150

EXCERPT FROM MINUTES OF MEETING OF THE STATE ROADS COMMISSION
TUESDAY, MARCH 2, 1943.

Present: Mr. Ezra B. Whitman, Chairman, Messrs. P. Watson Webb and W. Frank Thomas

Exercising its authority given under Chapter 539 of the Acts of the General Assembly of 1931, the Commission voted to name that section of Eastern Avenue which has been improved or is now being improved, between the Baltimore City Line and Bengies, Baltimore County, "The Eastern Boulevard".

This action was taken following due consideration of a request that this highway be so named, received from the Eastern Boulevard Lions Club, 7600 Eastern Avenue, Highlandtown, Maryland.

C
O
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Y

Balto

HIGHWAY PLANNING SURVEY

Md 166 (?)

I N T E R O F F I C E C O R R E S P O N D E N C E

To Mr. G. W. Cassell, October 22, 1941.

From Mr. Wm. F. Childs, Jr.

Subject S. R. C. Minutes

We transmit herewith excerpts from minutes of meetingsof the State Roads Commission of Thursday, October 16, and Tuesday, October 7, 1941:

"By formal action of the Commission, it was voted that Rolling Road from Frederick Road to Liberty Road, in Baltimore County, be designated as a Thru Highway or Boulevard....."

"Agreeable to the recommendation of the County Commissioners of Talbot County, the Commission approved the acceptance of the Plain Dealing Creek Road, from Royal Oak-Bellevue Road to Plain Dealing Creek, a distance of 1.0 mile, as a County road for maintenance as a part of the County Road system of said County...."

"The minutes of the meeting of October 7 make reference to communication between representatives of the Southern Maryland Agricultural Association and the Commission with respect to the improvement of County road in Prince George's County leading from the Defense Highway to the Bowie Race Track....."

Wm. F. Childs, Jr.,
Director.

D
cc: Road Inv. Revision

Md 700

EXCERPT FROM MINUTES OF MEETING OF THE STATE ROADS COMMISSION

THURSDAY, JULY 3, 1941

Balto.

Present: Mr. Ezra B. Whitman, Chairman, and
Mr. W. Frank Thomas.

In line with the suggestion made by Mr. H. Noel Poirier, of Middle River, Maryland, in a letter of June 27, 1941, addressed to Hon. Governor O'Conor, State House, Annapolis, that the new dual highway connecting the Philadelphia Road and the Glenn L. Martin Plant, Middle River, be appropriately named, the Commission, acting under authority of Chapter 539 of the Acts of 1931, voted to name the said road the "Martin Boulevard."

Copy: Mr. W. T. Ballard
Mr. R. M. Reindollar
Mr. A. F. Shure
Mr. W. F. Childs, Jr.

EXCERPT FROM MINUTES OF MEETING OF THE STATE WATER COMMISSION

THURSDAY, JUNE 3, 1941

Present: Mr. Ezra B. Whitman, Chairman, and
Mr. A. Frank Thomas.

In line with the suggestion made by Mr. H. Ross Potter, of Middle River, Maryland, in a letter of June 27, 1941, addressed to Hon. Governor O'Conor, State House, Annapolis, that the proposed highway connecting the Pulaski Highway and the Glenn L. Martin Plant, Middle River, be appropriately named, the Commission, acting under authority of Chapter 770 of the Acts of 1941, voted to name the said road the "Pulaski Highway."

Copy: Mr. A. T. Mallard
Mr. H. D. Tuthwaite
Mr. A. F. Shaw
Mr. W. Gilde, Jr.

EXCERPT FROM MINUTES OF MEETING OF THE STATE ROADS COMMISSION
MARCH 18-19, 1941

Present: Mr. Ezra B. Whitman, Chairman, Messrs. P. Watson Webb and W. Frank Thomas.

The Commission executed in quadruplicate agreement, dated the 26th day of February, 1941, "by and between the State Roads Commission of Maryland, acting for the State of Maryland, hereinafter called "State", party of the first part, and The Philadelphia, Baltimore and Washington Railroad Company, a body corporate, and The Pennsylvania Railroad Company, a body corporate, for itself and as lessee of The Philadelphia, Baltimore and Washington Railroad Company, hereinafter called "Railroad, party of the second part, for the elimination of railroad grade crossings at Arbutus Avenue, Sulphur Spring Road-Linden Avenue, in Arbutus, Baltimore County, and Francis-Selma Avenues, in Halethorpe, Baltimore County, and the construction of two pedestrian underpasses, one to be located at Sulphur Spring Road, in Arbutus, and the other to be located at Selma Avenue, in Halethorpe.

The said agreement was, prior to being submitted to the Commission for execution, signed by the officials of the Railroad Companies named.

The principal purpose of the agreement is to provide for the construction of an overhead bridge over the right of way of The Pennsylvania Railroad, to carry the proposed extension of Wilkens Avenue to its connection with the Baltimore-Washington Boulevard in the vicinity of Winans.

COPY

[illegible] FINAL STATEMENT OF MEETING OF THE STATE ROADS COMMISSION
MARCH 18-19, 1942

Present: Mr. Ross E. Wilson, Chairman, Messrs. F. Nelson Roth and H. Tome Jones.

The Commission convened in quadrennial session, earlier the 26th day of February, 1942. The road between the State Roads Commission of Maryland, acting for the State of Maryland, hereinafter called "State", party of the first part, and the Philadelphia, Baltimore and Washington Railroad Company, a corporation, and the Pennsylvania Railroad Company, a corporation, for itself and as lessee of the Philadelphia, Baltimore and Washington Railroad Company, hereinafter called "Railroad", party of the second part, for the elimination of railroad grade crossings on Annapolis Avenue, Anacostia Road, Kenilworth Avenue, in Anacostia, Baltimore County, and Francis-Scott Avenue, in Edgewood, Baltimore County, and the construction of two pedestrian underpasses, one to be located on Anacostia Road, in Anacostia, and the other to be located on Scott Avenue, in Edgewood.

The said agreement was, prior to being submitted to the Commission for execution, signed by the officials of the Railroad Company named.

The material purpose of the agreement is to provide for the construction of an overhead bridge over the tracks of the Pennsylvania Railroad, to carry the proposed extension of Kilbourne Avenue to the connection with the Baltimore-Washington Boulevard in the vicinity of Elmora.

[illegible]

PLATS IN
SECRETARYS FILE
No. 9686

EXCERPT FROM MINUTES OF MEETING OF THE STATE ROADS COMMISSION
JUNE 18 - 19, 1940

* * *

Present: Mr. Ezra B. Whitman, Chairman, Messrs. P. Watson Webb and W. Frank Thomas.

An undated letter, addressed to the State Roads Commission of Maryland to the attention of Mr. Ezra B. Whitman, Chairman, signed by James G. Selfe, Chief Clerk of the County Commissioners of Baltimore County, containing "the following Resolution - - passed with respect to the proposed Wilkens Avenue improvement, Baltimore-Washington Boulevard connection" - - "at a meeting of the Board of County Commissioners of Baltimore County held on June 11th, 1940," was brought to the attention of Members of the Commission at this meeting. Copy of said Resolution is herein set forth in full:

"RESOLVED: That at the request of the State Roads Commission of Maryland, through their Chief Engineer, Mr. Ballard, the roads and avenues shown in blue and yellow shade on the plats prepared in connection with the proposed construction of an overhead highway bridge at or near Arbutus Avenue and the extension of Wilkens Avenue, Baltimore-Washington Boulevard connection, and the construction of pedestrian underpasses at Sulphur Spring Road in Arbutus, and Selma Avenue in Halethorpe, which plats were submitted by the State Roads Commission to the County Commissioners of Baltimore County, copies of which plats are hereto attached, are hereby turned over to the said State Roads Commission with the following understanding and agreement, such portions of said roads and avenues being more particularly described as follows:

All the right, title and interest of the County Commissioners of Baltimore County in and to the beds of Sulphur Spring Road and Linden Avenue lying between the easterly right of way line of the Pennsylvania Railroad Company and the westerly limits of easement of the proposed State Highway shown shaded in blue on the attached plat and also all the right, title and interest of the aforesaid County Commissioners of Baltimore County in and to the beds of Sulphur Spring Road and Linden Avenue lying west of the westerly limits of easement of the proposed State Highway also shown shaded in blue on the attached plat.

The areas of the beds of Sulphur Spring Road and Linden Avenue being also situated between Station 88+ and Station 94+ of the centerline of the proposed improvement as said centerline is delineated on the plans on file at the office of the State Roads Commission in Baltimore, entitled "Plans and Profile, Proposed State Highway leading from Wilkens Avenue thru Halethorpe and Arbutus to the Baltimore-Washington Boulevard, Contract B-392" and approved by Wilson T. Ballard, Chief Engineer, dated May 15, 1940.

Official minutes for SRC minutes file

All the right, title and interest of the County Commissioners of Baltimore County in and to the bed of Arbutus Avenue lying between the easterly right of way line of the Pennsylvania Railroad and the westerly limits of easement of the proposed State Highway as shown in yellow on the attached plat.

The area of the aforesaid bed of Arbutus Avenue being also situated between Station 112+ and Station 113+ of the centerline of the proposed improvement as said centerline is delineated on the plans on file at the office of the State Roads Commission in Baltimore, entitled, "Plans and Profile, Proposed State Highway leading from Wilkens Avenue thru Halethorpe and Arbutus to the Baltimore-Washington Boulevard, Baltimore County, Contract No. B-392," and approved by Wilson T. Ballard, Chief Engineer, dated May 15, 1940.

All the right, title and interest of the County Commissioners of Baltimore County in and to the bed of Selma Avenue lying between the easterly right of way line of the Pennsylvania Railroad and the westerly limits of easement of the proposed State Highway shown shaded in yellow on the attached plat and also all the right, title and interest of the aforesaid County Commissioners of Baltimore County in and to the bed of Selma Avenue lying west of the westerly limits of easement of the proposed State Highway also shown shaded in yellow on the aforesaid plat.

The areas of the aforesaid bed of Selma Avenue being also shaded between Station 107+ and Station 128+ of the centerline of the proposed improvement as said centerline is delineated on the plans on file at the office of the State Roads Commission in Baltimore, entitled, "Plans and Profile, Proposed State Highway leading from Wilkens Avenue through Halethorpe and Arbutus to the Baltimore-Washington Boulevard, Contract No. B-392" and approved by Wilson T. Ballard, Chief Engineer, dated May 15, 1940.

All the right, title and interest of the County Commissioners of Baltimore County in and to the bed of Francis Avenue lying between the easterly right of way line of the Pennsylvania Railroad and the westerly limits of easement of the proposed State Highway as shown shaded in yellow on the attached plat.

The area of the aforesaid bed of Francis Avenue being also situated between Station 127+ and Station 128+ of the centerline of the proposed improvement as said centerline is delineated on the plans on file at the office of the State Roads Commission in Baltimore, entitled, "Plans and Profile, Proposed State Highway leading from Wilkens Avenue thru Halethorpe and Arbutus to the Baltimore-Washington Boulevard, Contract No. B-392," and approved by Wilson T. Ballard, Chief Engineer, dated May 15, 1940.

FIRST: That all those portions of the following roads or avenues hereinbefore particularly described, being portions respectively of Sulphur Spring Road-Linden Avenue, Arbutus Avenue-Selma Avenue and Francis-Selma Avenues, shall be taken over by the State Roads Commission.

SECOND: That the present grade crossings over the tracks and right of way of The Philadelphia, Baltimore & Washington Railroad Company and The Pennsylvania Railroad Company, lessee of The Philadelphia, Baltimore & Washington Railroad Company, at the above mentioned locations, shall be permanently closed by the State Roads Commission, if, as and when the proposed improvements are completed.

THIRD: That the State Roads Commission shall, in connection with the construction of its overhead bridge over the tracks and right of way of The Philadelphia, Baltimore & Washington Railroad Company and The Pennsylvania Railroad Company, lessee of The Philadelphia, Baltimore & Washington Railroad Company, at or near Arbutus Avenue, build certain connecting roads on either side of said bridge substantially as shown on the general plan of the location, which plan was also submitted by the State Roads Commission to the County Commissioners of Baltimore County, a copy of which general plan is also attached hereto."

After a full discussion of the matter referred to in the above Resolution, upon motion duly made and seconded, it was

RESOLVED: That the State Roads Commission of Maryland take over as a part of the State Highway System all those sections of Sulphur Spring Road and Linden Avenue as shown in blue shade, and all those sections of Arbutus Avenue, Francis Avenue, and Selma Avenue, as shown in yellow shade, on the plats attached to the letter from the County Commissioners of Baltimore County to the State Roads Commission of Maryland, transmitting the Resolution passed by the said Board of County Commissioners at its meeting of June 6, 1940, said sections of the above roads and avenues being more particularly described in the Resolution set forth in the said letter.

CC: W. T. Ballard
W. A. Codd
A. F. Shure
D. P. Campbell
W. F. Childs, Jr.

EXCERPT FROM MINUTES OF MEETING OF THE STATE ROADS COMMISSION
AUGUST 8-9, 1939
****

Present: Mr. Ezra B. Whitman, Chairman, Messrs. P. Watson Webb and W. Frank Thomas.

The following Resolution was offered by Mr. Thomas and seconded by Mr. Webb:

WHEREAS, under an Agreement dated June 29, 1937, by and between the State Roads Commission and the Western Maryland Railway Company, provision was made for the elimination of a grade crossing at Glen Morris in Baltimore County, and a substitution therefor of an overhead crossing, pursuant to the terms of said Agreement, and

WHEREAS the work called for in the said Agreement has now been fully completed and the new structure opened to traffic,

BE IT THEREFORE RESOLVED that, pursuant to the matters and facts above set forth and the terms of the Agreement above referred to, the grade crossing of the State Highway, which previously existed across the right of way and tracks of the Western Maryland Railroad at or near Railroad Valuation Station 909+49, be and the same is hereby legally vacated, abandoned and closed and the engineers of the Commission are directed to physically close and obstruct the same.

EXCERPT FROM MINUTES OF MEETING OF THE STATE ROADS COMMISSION
AUGUST 8-9, 1939
****

Present: Mr. Ezra B. Whitman, Chairman, Messrs. P. Watson Webb and W. Frank Thomas.

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WHEREAS the work called for in the said Agreement has now been fully completed and the new structure opened to traffic,

BE IT THEREFORE RESOLVED that, pursuant to the matters and facts above set forth and the terms of the Agreement above referred to, the grade crossing of the State Highway, which previously existed across the right of way and tracks of the Western Maryland Railroad at or near Railroad Valuation Station 909+49, be and the same is hereby legally vacated, abandoned and closed and the engineers of the Commission are directed to physically close and obstruct the same.